



St. Johns River Water Management District

GOVERNING BOARD MEETING AGENDA

April 14, 2026

Board Room

SJRWMD District Headquarters

4049 Reid Street

Palatka, FL 32177

NOTE: One or more Governing Board members may attend and participate in the meeting by means of communications media technology.

The order of items appearing on the agenda is subject to change during the meeting.

Governing Board Meeting - 10:00 a.m.

1. **For Information:** Employee Awards
2. **For Information:** The Hydrologic Conditions Report.
3. **Consideration:** Approve Consent Agenda items.
4. **Consideration:** Approve award and authorize the Executive Director to negotiate and execute a cost-share contract with the eligible applicant as part of the Districtwide Agricultural Cost-share program totaling \$250,000.00.
5. **Consideration:** Approve the actions necessary to acquire a fee-simple interest in 113.82 acres in Volusia County (the Property) from Ponce Deleon NSB, LLC.
6. **Consideration:** Approve and authorize the Executive Director to execute the attached Partial Release and Amendment of Regulatory Conservation Easement in Exchange for Substitute Mitigation ("Partial CE Release") regarding Seasons in the Sun a/k/a Summerfields in Brevard County, Permit No. 65013-1.
7. **For Information:** Staff will provide an overview of the District's Procurement Procedures.
8. **For Information:** Public Comment.

Consent Agenda

9. **Consideration:** Approve minutes of the March 10, 2026 Governing Board Meeting.

Tuesday, April 14, 2026

10. **Consideration:** Approve the Treasurer's Financial Report dated February 28, 2026.
11. **Consideration:** Approve the 2026–2036 Management Plan update for Salt Lake Wildlife Management Area in Brevard County.

Other Items and Reports

12. **For Information:** Pending litigation - significant events or significant status changes.
13. **For Information:** Governing Board comments.
14. **For Information:** Executive Director's Report and Calendar.

Adjourn



**AGENDA REQUEST FOR
GOVERNING BOARD MEETING
April 14, 2026**

MEMORANDUM

TO: Governing Board

THROUGH: Michael A. Register, P.E.
Executive Director

FROM: Robin Hudson, Director
Office of Human Resources

SUBJECT: Employee Awards

FOR INFORMATION

Employee Awards

5-YEAR SERVICE AWARDS

Michelle LaBelle
Regulatory Hydrologist III
Bureau of Water Use Regulation

Joshua Papacek
Environmental Scientist V
Bureau of Environmental Sciences

John Theriac
Supervising Regulatory Hydrologist
Bureau of Water Use Regulation

40-YEAR SERVICE AWARDS

Michael Turner
Senior Hydrologic Technician
Bureau of Water Use Regulation

RETIREMENT & 35-YEAR SERVICE AWARDS

Charlotte Young
Customer Support Technician
Office of Information Technology

RETIREMENTS

Robert McCoy
Chemist II
Bureau of Water Resource Information



**AGENDA REQUEST FOR
GOVERNING BOARD MEETING
April 14, 2026**

MEMORANDUM

TO: Governing Board

THROUGH: Michael A. Register, P.E.
Executive Director

FROM: Timothy Miller, Bureau Chief
Bureau of Water Resource Information

SUBJECT: Hydrologic Conditions Report

FOR INFORMATION
The Hydrologic Conditions Report.



**AGENDA REQUEST FOR
GOVERNING BOARD MEETING
April 14, 2026**

MEMORANDUM

TO: Governing Board
FROM: Michael A. Register, P.E.
Executive Director
SUBJECT: Consent Agenda Items

RECOMMENDATION
Approve Consent Agenda items.



**AGENDA REQUEST FOR
GOVERNING BOARD MEETING
April 14, 2026**

MEMORANDUM

TO: Governing Board

THROUGH: Michael A. Register, P.E.
Executive Director

FROM: Clay Coarsey, Director
Division of Water Supply Planning and Assessment

SUBJECT: Districtwide Agricultural Cost-share Program

RECOMMENDATION

Approve award and authorize the Executive Director to negotiate and execute a cost-share contract with the eligible applicant as part of the Districtwide Agricultural Cost-share program totaling \$250,000.00.

Amount: \$250,000.00

Account Name: Districtwide Agricultural Cost-share Program

Funding Source: District Sources

Budget Authority: FY 2025-26

Budget: \$1,500,000.00

EOG Program/Activity Code: 2.2.1 Water Resource Development

Completion: September 30, 2026 **Renewable:** No

Special Notes:

- Estimated total grower match: \$180,297.96
- Estimated total project cost: \$430,297.96
- Estimated annual conservation/water made available: 29.96 million gallons
- Estimated annual total nitrogen loading reduction: 750 pounds
- Estimated annual total phosphorus loading reduction: 70 pounds

DISTRICTWIDE AGRICULTURAL COST-SHARE BACKGROUND

Beginning in FY 2015, the Districtwide Agricultural Cost-share program was developed to assist farmers and growers with implementing projects that conserve water, convert to a lower quality water source, or result in nutrient loading reductions. The cost share provides up to 75% of the

project costs, not to exceed \$250,000, for the engineering, design, construction, and implementation costs of the project. Growers are expected to cover project maintenance costs for the life of the project and if applicable, modify their consumptive use permits to reflect water savings produced by District funds.

To be eligible for funding under the Districtwide Agricultural Cost-share program, a project must satisfy each of the following criteria:

- The project must:
 - Be located primarily within the boundaries of the District
 - Be for existing production (projects to expand production areas are not eligible)
- The grower must:
 - Be enrolled (or become enrolled) in the applicable Florida Department of Agriculture and Consumer Services best management practices (BMPs)
 - Own the land or have control of the land for the anticipated life of the project or equipment
 - Agree to Mobile Irrigation Lab evaluations and water quality monitoring, if requested by the District
- The agricultural operation must be in compliance with all applicable federal, state, and local laws, rules, and regulations, District rules and regulations, District-issued permits, and District funding agreements.
- Satisfy at least one of the following categories of cost-effectiveness, as based on the District's calculations:
 - Conservation cost of \$3.00/Thousand Gallons saved or less
 - Cost per pound of annual Total Nitrogen (TN) removal of \$80.00 or less
 - Cost per pound of annual Total Phosphorus (TP) removal of \$275.00 or less

Under this program, 204 projects have been funded since its inception in July 2015.

DISCUSSION

Applications are made available year-round and are reviewed on a first come/first served basis to determine those that meet eligibility requirements. District staff review the applications to ensure the project satisfies the goals of the program and that the eligibility criteria are satisfied. The project is to convert from groundwater to surface water sources from the Fellsmere Water Management Area and Fellsmere Main Canal on 150 acres of sod and the corresponding recommended cost share dollars are listed below:

Applicant	Project	Total Project Cost \$	Applicant Share \$	SJRWMD Cost \$
Tater Farms, LLC	Irrigation conversion	430,297.96	180,297.96	250,000.00



**AGENDA REQUEST FOR
GOVERNING BOARD MEETING
April 14, 2026**

MEMORANDUM

TO: Governing Board

THROUGH: Michael A. Register, P.E.
Executive Director

FROM: Sheila Theus, Director
Real Estate Services Program

SUBJECT: Approve the acquisition of 113.82 acres in Volusia County from Ponce Deleon NSB, LLC

RECOMMENDATION

Approve the actions necessary to acquire a fee-simple interest in 113.82 acres in Volusia County (the Property) from Ponce Deleon NSB, LLC.

The necessary actions to acquire the Property are:

1. Designate the Property is being acquired for conservation purposes pursuant to Section 373.089, Florida Statutes;
2. Exercise the option to purchase contained in the Option Purchase Agreement, based on the terms and conditions outlined below; and
3. Authorize the Executive Director to execute and deliver all documents necessary to complete the transaction, including the Option Purchase Agreement.

Amount: \$19,720,000 was appropriated to the District from the General Revenue Fund by the Legislature for the acquisition of the Property.

Account Name: Land Purchases & Support Services - this is a fee-simple acquisition

Funding Source: State Sources – DEP

Budget Authority: FY 2025–26

EOG Program/Activity Code: 2.1.0 Land Acquisition

Estimated Completion: On or before September 30, 2026, unless extended.

BACKGROUND

The Property encompasses 113.82 acres within the Indian River Lagoon (IRL), one of North America’s most biologically diverse estuaries (see Map 1). The IRL is federally designated as an Estuary of National Significance and classified as an Outstanding Florida Water, reflecting its

exceptional ecological value and the heightened level of protection required to maintain water quality and natural resources.

The site is located near Ponce de Leon Inlet, a natural tidal inlet that connects the northern IRL and southern Halifax River to the Atlantic Ocean. This inlet plays a critical role in regional hydrodynamics by facilitating tidal exchange, regulating salinity gradients, improving flushing, and influencing nutrient transport within the northern lagoon system. Water quality conditions in this segment of the IRL are directly affected by tidal circulation patterns, stormwater inputs, and the integrity of surrounding wetlands and submerged habitats.

The Property consists of a single parcel comprising four separate upland islands surrounded by mangrove wetlands and salt marsh. Approximately 71 acres support intact mangrove communities that provide essential ecosystem services, including nutrient uptake, sediment stabilization, shoreline protection, and filtration of pollutants before they enter open lagoon waters. These wetlands also serve as nursery habitat for commercially and recreationally important fisheries species and provide foraging and nesting areas for wading birds, shorebirds, and other protected wildlife (See Map 2).

A 2023 environmental review conducted by Atlantic Ecological Services, LLC identified at least eight protected wildlife species with the potential to occur on site; two species were observed during field surveys. Notable species include:

- Loggerhead Sea Turtle (Observed)
- Gopher Tortoise (14 burrows identified)
- West Indian Manatee (Observed)
- Green Sea Turtle
- Kemp's Ridley Sea Turtle
- Wood Stork
- Atlantic Salt Marsh Snake
- Southeastern Beach Mouse

The northern IRL has experienced documented stressors in recent decades, including nutrient enrichment, episodic algal blooms, seagrass decline, and habitat fragmentation. Protecting intact wetland systems in proximity to tidal inlets is particularly important because these areas help moderate nutrient loading, improve water clarity, and support the resilience of adjacent seagrass beds and oyster resources. Permanent conservation of this Property will help buffer the lagoon from future development pressures, prevent additional impervious surfaces and stormwater discharges, and maintain natural shoreline functions within a sensitive hydrologic corridor.

The remainder of the island complex has previously been acquired and preserved by the State of Florida for conservation purposes and remains undeveloped. In addition, three islands immediately north of the Property are state-owned and protected. Thus, acquisition of this parcel would complete a contiguous block of conservation lands, eliminate fragmentation and

securing an uninterrupted stretch of protected habitat within this ecologically significant corridor near Ponce Inlet (See Map 3). Altogether, nearly 8.5 miles of a continuous environmental corridor within this segment of the northern Indian River Lagoon would be protected.

DISCUSSION

The Florida Legislature, through the FY 2025–26 General Appropriations Act, appropriated \$19,720,000 to the District from the General Revenue Fund for acquisition of the Property. The appropriation supports the protection and long-term management of conservation lands, water resources, and natural habitats within the northern Indian River Lagoon.

The Property is not sovereign submerged land. Lands lying below the ordinary high-water line were previously conveyed by the Board of Trustees of the Internal Improvement Trust Fund to the Seller. As a result, the parcel is privately owned and legally distinct from state-held sovereignty lands. The Property is also subject to several recorded dedications and authorizations, including a Dedication dated October 10, 1957; a Settlement Stipulation dated October 9, 1980; and a letter from the City of New Smyrna Beach (“City”) dated September 20, 1982. Pursuant to these documents, it appears that the property owner was granted the necessary property rights to construct a bridge providing vehicular access from a mainland parcel within an adjacent subdivision owned by the City to the Property. Currently, the Property is zoned as “Conservation District.” Permitted uses within this type of zoning include activities like fishing and picnicking, nature trails and parks. However, the Settlement Stipulation referenced above further states that the “City will cooperate with Plaintiff in the planning and development of the Plaintiff’s property in a reasonable and practical manner which, of course, must be within the zoning and subdivision regulations as they exist from time to time.” Additionally, the Settlement Stipulation provides that the “City agrees that the utilities easement for lights, water, sewer, and telephone may be laid within the . . . defined right of way.”

District Rule 40C-9.041, Florida Administrative Code (F.A.C.), outlines the procedures that must be followed when the District proposes to acquire land. Among these procedures is the requirement to obtain a certified appraisal (See Rule 40C-9.041(3), F.A.C.). District Policy 810 provides further guidance to District staff regarding real estate appraisals. For transactions involving real estate with an estimated value of over \$1,000,000, two formal appraisals must be obtained (See Section, 373.139(3)(c) and District Policy 810(3)(c)). In addition, these appraisals must be peer reviewed (See Policy 810(3)(g)).

The Property was appraised at the request of the District on August 29, 2025, by Courtland C. Eyrick, MAI, AI-GRS, and Andrew Johnstone, MBA, of CBRE, Inc., and Phil Holden, MAI, and Sharon Morgan of S.F. Holden, Inc. A review of each appraisal was completed by Ronald Crouse, ASA, CRA, IFAS, of Pomeroy Appraisal Associates of FL, who determined that the appraisals are consistent with Uniform Standards of Professional Appraisal Practice (USPAP). Pursuant to District Policy 810(3)(d), “[a] third formal appraisal may be obtained upon approval of the Assistant Executive Director when two appraisal values differ significantly or when it is determined by the Assistant Executive Director to be in the best interest of the District to obtain three appraisals.” As the values differed significantly, the Assistant Executive Director authorized a third appraisal. This additional appraisal was performed by Christopher D. Starkey, MAI, SGA and Tyler S. Rodriguez-MacGregor, Senior Analyst, of Integra Realty Resources – Orlando, on March 12, 2026.

The appraisal results are summarized below:

Appraiser	Fair Market Value	Date of Value	48.65 acres Uplands	71.17 acres Wetlands
Christopher D. Starkey, MAI	\$18,594,000	March 12, 2026	\$18,400,000	\$194,000
Courtland C. Eyrick, MAI, AI-GRS	\$13,043,500	August 29, 2025	\$12,972,330	\$71,170
Phil Holden, MAI	\$1,100,000	August 29, 2026	\$822,000	\$278,000

As demonstrated in the table above, the fair market value determinations were highly variable. The variability was a result of one appraiser determining that the highest and best use of the Property was “recreational use, personal enjoyment of owning a unique environmental property with easy access to public boat ramp facilities and in proximity to residential population centers.” The other two appraisers determined that the highest and best use of the Property was residential development. The determination of highest and best use appeared to be closely linked to each appraiser’s evaluation of the aforementioned documents, the economic feasibility of constructing the bridge and the probability of whether the current zoning would be changed from Conservation District to something that would allow residential development.

Therefore, based on the environmental significance of the property described above and the appraisal information, a purchase price of \$15,721,750 is supported.

TRANSACTION DETAILS

Interest Acquired: 100% Undivided Fee Simple Interest

Funding: FY 2025–26 Legislative Appropriation

Closing Costs: Estimated \$1,500,000

Seller-Paid Costs:

The Seller will be responsible for, among other items:

- All applicable real property taxes, assessments, and related fees during ownership;
- Documentary stamps and surtaxes;
- Recording fees;
- Phase II Environmental Site Assessment (if required), including any necessary remediation and monitoring;
- Cultural, archaeological, or historical assessments, if needed;
- Title defect corrections to ensure marketable title;
- Seller’s attorney fees and commissions; and
- Costs of the third appraisal report.

District-Paid Costs (Outside of Closing):

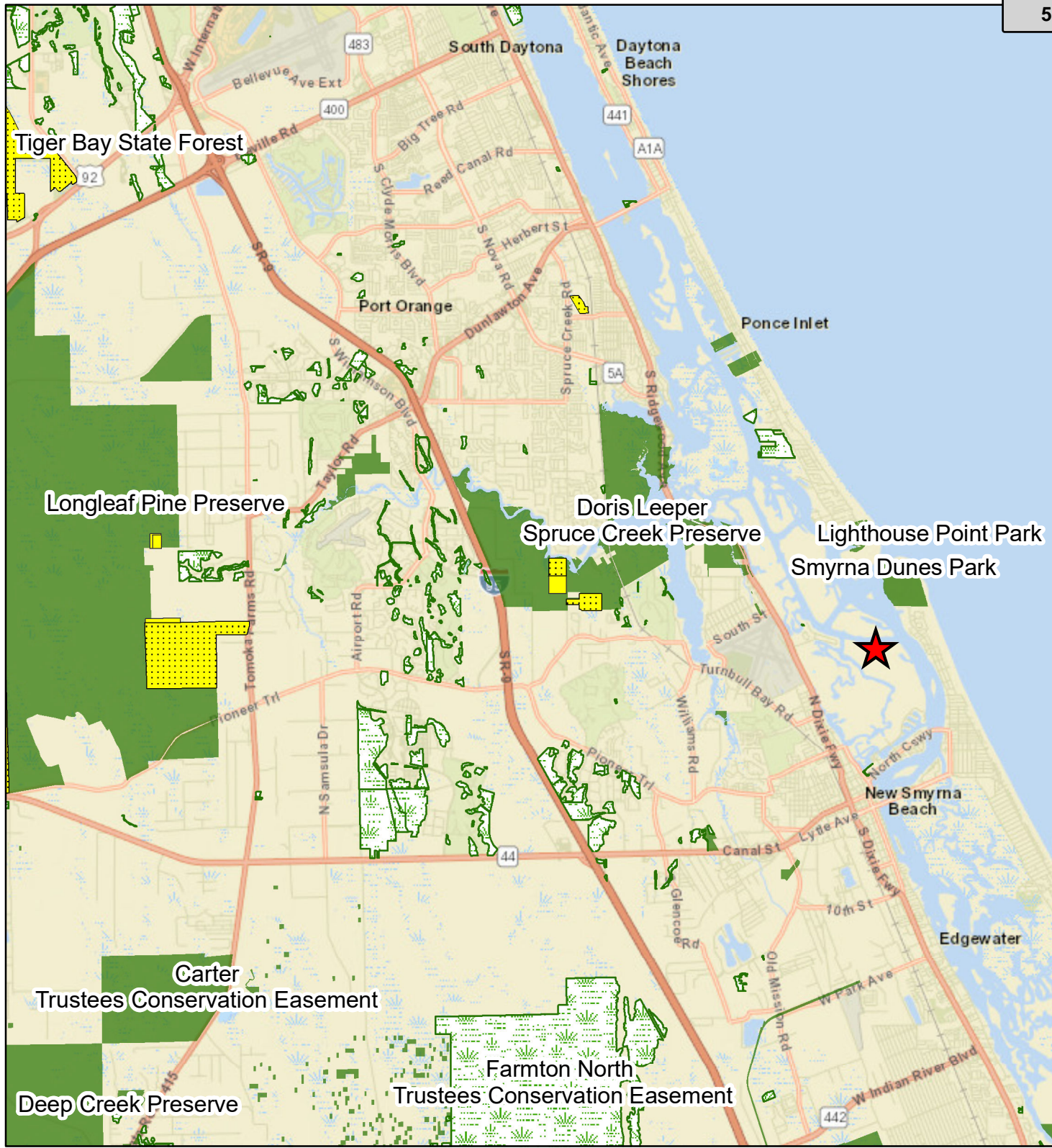
From Appropriation 1500B of the FY 2025–26 General Appropriations Act, the District will fund:

- Two formal appraisals and appraisal review;

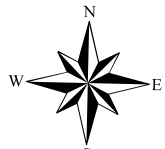
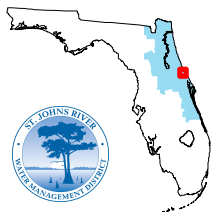
- Phase I Environmental Site Assessment;
- Owner's title insurance policy;
- Survey and legal description sufficient to convey title.

Possession and Management:

The District will take possession at closing. Consistent with legislative direction, staff will prepare a Land Management Plan (LMP) outlining conservation objectives and permitted activities. The LMP will be presented to the Governing Board for approval.



Ponce Deleon NSB
Volusia County, Florida



1 0 1 Miles

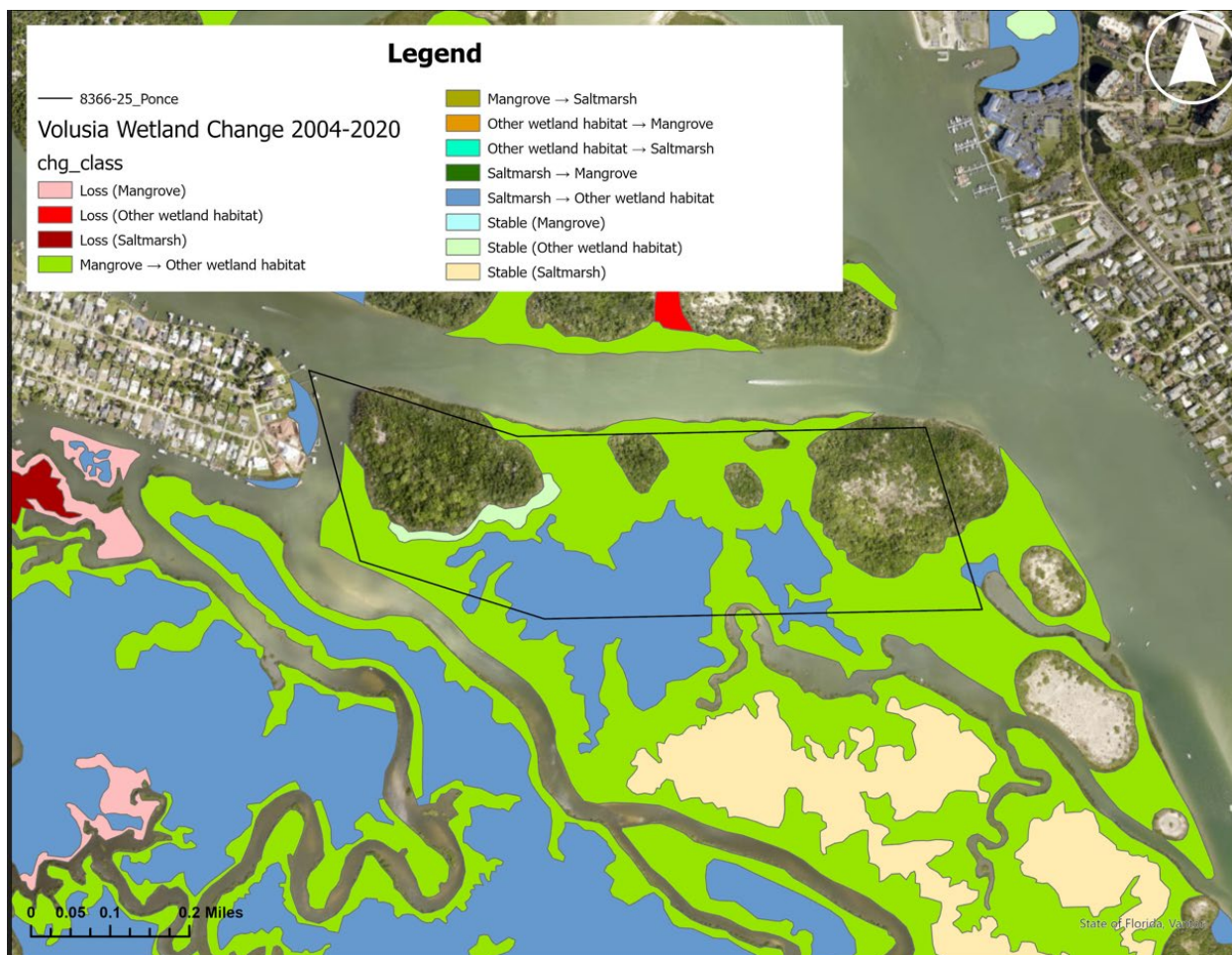
-  Ponce Deleon NSB
-  Mitigation Banks
-  Regulatory Conservation Easement
-  Full Fee
-  Joint Fee
-  Conservation Easements
-  FL Public Lands

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4500.

Map 1

Attachment: Ponce GB Memo Map 1_Rev (Approve the acquisition of 113.82 acres in Volusia County from Ponce Deleon NSB, LLC)

Map 2



Attachment: Ponce GB Memo Map 2 (Approve the acquisition of 113.82 acres in Volusia County from Ponce Deleon NSB, LLC)

Ponce Deleon NSB, LLC
SJRWMD LRS 2025-013-P1

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT for Sale and Purchase (the "Agreement"), is made and entered into as of this _____ day of April, 2026, by and between PONCE DELEON NSB, LLC., a Florida limited liability company, whose principal address is 9645 Baymeadows Road, Suite 610, Jacksonville FL 32256 (the "Seller"), and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is 4049 Reid Street, Palatka, Florida 32177 ("SJRWMD").

1. **GRANT OF OPTION.** Seller, and Seller's heirs, personal representatives, successors, and assigns, hereby grant to SJRWMD and its successors and assigns the exclusive option (the "Option") to purchase all of Seller's right, title, and interest in and to that certain real property comprising approximately 113.82 acres located in Volusia County, Florida, as described in Exhibit "A" attached hereto and made a part hereof, together with all and singular the rights, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (the "Property"). This Agreement becomes legally binding upon execution by the parties, but SJRWMD's exercise of the Option is effective only if SJRWMD gives written notice of its exercise of the Option to Seller. The conveyance of the Property will include, without limitation, all of the Seller's interest in all fixtures, improvements and all rights with respect to the Property, including but not limited to all proprietary or intellectual plans, designs, materials, and property associated with the Property; all trees, rootstock, logs and timber rights, all water rights, all mineral rights, all oil and gas rights, all pasturage rights, all grazing rights and all other rights connected with the beneficial use and enjoyment of the Property; as well as all right, title and interest in any roads, streams, canals, ditches and other water bodies located on the Property, appurtenant to the Property or which may provide access to the Property; and all right, title and interest in any alleys, roads, streets and easements included within the Property, appurtenant to the Property or which may provide access to the Property, including any such authorizations related to access to said Property.
2. **PURCHASE PRICE.** The Purchase Price of the Property shall be Fifteen Million Seven Hundred Twenty-One Thousand Seven Hundred Fifty and No/Dollars (\$15,721,750) for an estimated 113.82 acres.
3. **TIME FOR ACCEPTANCE.** This Agreement shall not be effective unless it is executed and delivered by the Seller to SJRWMD on or before 9:00 AM on April 6, 2026, and is executed by the SJRWMD on or before April 15, 2026. Notwithstanding the foregoing, in the event this Agreement is executed by the Seller and delivered to the SJRWMD after April 6, 2026, SJRWMD, in SJRWMD's sole discretion, may extend said date until the date the SJRWMD actually receives this Agreement fully executed by the Seller. In the event Seller's execution date is extended, SJRWMD's execution date shall also be extended through the date of its Governing Board meeting in the month following Seller's extended execution date. The effective date of this Agreement (the "Effective Date"), for purposes of performance, shall be regarded as the date upon which the

Governing Board of the St. Johns River Water Management District approves this Agreement, and it is executed by the SJRWMD. Acceptance and execution of this Agreement shall void any prior contracts or agreements between the parties concerning the Property unless incorporated by reference herein.

4. **THE CLOSING.** The Closing shall be on or before September 30, 2026; provided, however, that if any Title Objections, as that term is defined in paragraph 7 below, exists in the title to the Property, or with any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 30 days after receipt of documentation curing the Defects, whichever is later. The date, time and place of Closing shall be set by SJRWMD. The SJRWMD's Executive Director is authorized to sign amendments to this Agreement to extend the closing date for a period not to exceed 90 days past the original closing date. Seller hereby authorizes SJRWMD to issue a check or wire transfer for the Final Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to SJRWMD, and to require the escrow agent to disburse funds to Seller only upon Seller's payment of Seller's expenses of sale and real estate taxes. At the Closing, Seller and the District shall deliver such documents as may reasonably be necessary or appropriate to accomplish the transfer of the documents and instruments contemplated by this Agreement. For purposes of facilitating the Closing, Julie Holt, Founder, Anclote Title Services, 38868 US-19 N. Tarpon Springs Fl. 34689, (727) 9340-5453 or (813) 931-3001, Julie@anclote-title.com, shall serve as the Closing Agent (the "Closing Agent").
5. **SELLER'S DELIVERIES.** Seller shall deliver to SJRWMD the following documents and instruments within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:
 - a. Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in Seller's possession or control with respect to the physical condition or operation of the Property, if any.
 - b. Copies of all licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits, consumptive use permits and environmental resource permits issued by the SJRWMD), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Property, or any portion thereof (the "Governmental Approvals"), as well as copies of all unrecorded instruments which are material to the ownership, use or operation of the Property, if any.
 - c. Upon execution of this Agreement, Seller shall submit to SJRWMD a properly completed and executed Beneficial Interest and Disclosure Affidavit in the form attached hereto as Exhibit "B" and a Human Trafficking Affidavit in the form attached hereto as Exhibit "C," as required by Sections 286.23 and 787.06, Florida Statutes, respectively.
 - d. At and as a part of the Closing, Seller shall execute and deliver to SJRWMD any

and all documents and instruments reasonably required by SJRWMD, which: (i) effectuate the transfer to SJRWMD, to the extent assignable and transferable, those Governmental Approvals, or portions thereof, which are applicable to the Property, that SJRWMD desires to have assigned to it, and/or (ii) effectuate the termination, if and to the extent terminable, those Governmental Approvals, or portions thereof, which are applicable to the Property, that SJRWMD does not want assigned to it; provided, however, that Seller shall make no representation or warranty as to the assignability or terminability of any of said Governmental Approvals.

6. SURVEY, TITLE WORK, ENVIRONMENTAL SITE ASSESSMENTS, APPRAISALS, INSPECTIONS AND SCIENTIFIC INVESTIGATIONS. SJRWMD's employees, and its contractors and agents, are hereby authorized to enter upon the Property, for the above-captioned purposes, with prior notice to Seller.
7. EVIDENCE OF TITLE.
 - a. SJRWMD will obtain a title insurance commitment (the "Title Commitment") issued by a title insurer approved by the SJRWMD (the "Title Company"), agreeing to issue to the SJRWMD upon the recording of the deed hereinafter mentioned, an owner's policy of title insurance in the amount of the Purchase Price insuring the SJRWMD as to marketable title to the Property. SJRWMD intends for the legislative appropriation to SJRWMD in House Bill 5001 (2024), Ch. 24-231, § 170, Laws of Florida (2024) (FY 2024-25, Section 170, General Revenue) to include the cost of the title insurance premium (and associated Title Company charges and costs). If the Title Commitment, Surveys, or any update to the Title Commitment or Surveys disclose matters not acceptable to SJRWMD, then SJRWMD shall by the Closing notify Seller in writing specifying the title matters SJRWMD deems unacceptable (the "Title Objections"). Seller shall have the right, but not the obligation, until the Closing Date (the "Cure Period"), to cure and remove the Title Objections. In the event Seller is unable or unwilling to cure and remove Title Objections, then SJRWMD shall have the option of: (1) accepting title as it then is, (2) extending the Cure Period for one (1) sixty (60) day period, (3) renegotiating the purchase price and terms of this Agreement with Seller, or (4) declining to accept title and thereupon this Agreement shall be cancelled, and the parties shall have no further claim against each other under this Agreement.
 - b. SJRWMD will obtain one or more surveys of the Property prepared by a registered Florida land surveyor that meets the needs and interests of SJRWMD (the "Survey"). The Survey shall be done in accordance with the minimum technical standards for land surveying as adopted by the Florida State Board of Surveyors and Mappers. SJRWMD may, in its sole discretion, have the Survey updated prior to Closing as is necessary to enable the Title Company to delete the survey and unrecorded easements exceptions contained in the Title Commitment. SJRWMD intends for the legislative appropriation to SJRWMD in House Bill

5001 (2024), Ch. 24-231, § 170, Laws of Florida (2024) (FY 2024-25, Section 170, General Revenue) to include payment of the survey costs.

- c. Prior to or at Closing, Seller shall, at its sole cost and expense, satisfy all Schedule B-I requirements of the Title Commitment. If at the Closing there are any unsatisfied Schedule B-I requirements, then SJRWMD shall, as its sole remedy have the options set forth in the preceding subparagraph 7.a.
8. **HAZARDOUS MATERIALS.** In the event that the environmental site assessment(s) of the Property confirms the presence of Hazardous Materials, SJRWMD, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. For purposes of this Agreement, "Hazardous Materials" shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum product or petroleum by-product as defined or regulated by Environmental Law or any other substance which is regulated by Environmental Law. Should SJRWMD elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). In the event of termination of this Agreement pursuant to this paragraph, both Seller and SJRWMD shall be relieved of all further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the general warranty deed, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Law and at Seller's sole cost and expense.

Further, in the event that neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend SJRWMD, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at their sole cost and expense, any legal action, claim or proceeding instituted by any person against SJRWMD as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save SJRWMD harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

9. **CLOSING DOCUMENTS.** Seller will provide SJRWMD with the following executed documents at Closing, in a form reasonably acceptable to SJRWMD: (a) Statutory General Warranty Deed(s) conveying unencumbered fee simple title to the Property; (b)

Quitclaim Deeds from all interested parties (lessee, subsidiaries, individuals, etc.); (c) Certification of Non-Foreign Status, for Federal Income Tax purposes; (d) Limited Liability Company Affidavit; (e) Trustee's Affidavit; (f) Owner's Affidavit; (g) Further Assurances Agreement; (h) Environmental Affidavit; (i) Termination or Assignment of Leases; (j) Access Easement(s); (k) Bill of Sale for any and all personal property of the Sellers intended to convey with title interest; (l) Transfer and Assignment of all Federal, state and local permits or authorizations; and (m) other normal and customary closing documents as may be required by the SJRWMD or the closing agent. All closing documents shall be prepared by SJRWMD.

10. CLOSING COSTS, PRO-RATIONS AND ADJUSTMENTS.

- a. If the SJRWMD exercises the Option, Seller shall pay for the following costs of closing:
 - i. All past, present or future real property taxes, assessments and other fees derived from the time Seller owns the property.
 - ii. State and County surtax and documentary stamps that are required to be affixed to any and all documents including the Warranty Deeds and Quitclaim Deeds.
 - iii. All Recording fees.
 - iv. Phase II Environmental Site Assessment, and any subsequent assessments, as determined by the Environmental Assessment, FDEP, or any other regulatory entity, if recommended in the Phase I Environmental Site Assessment and SJRWMD elects to proceed with purchase. This provision shall survive closing.
 - v. All costs associated with remediation and ongoing monitoring, as determined by the Environmental Assessments, Florida Department of Environmental Protection, or any other regulatory entity, if SJRWMD proceeds with purchase. This provision shall survive closing.
 - vi. Cultural, Archeological and Historical Assessment to inspect, investigate and examine all cultural, historical, and archaeological aspects, matters and conditions relating to the property, if needed.
 - vii. All costs, if any, necessary to correct any defects of title in order to deliver complete and marketable title to SJRWMD.
 - viii. Seller's attorney fees and any real estate commission or fees which may be claimed by or due through Seller.
 - ix. Any costs associated with obtaining releases or reports from other entities.

- b. SJRWMD shall pay the following costs outside of Closing from the proceeds SJRWMD receives from Appropriation 1500B of the Fiscal Year 2025-26 General Appropriations Act:
 - i. Three (3) Formal Appraisals and the associated Appraisal Reviews
 - ii. Phase I Environmental Site Assessment
 - iii. Survey or metes and bounds legal description and sketch of description sufficient to convey title of the Property.

11. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to SJRWMD in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, SJRWMD may elect, at its sole option, to terminate this Agreement and thereafter both Seller and SJRWMD shall be relieved of all further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by SJRWMD or that have not been disclosed to SJRWMD.

Seller agrees to clean up and remove all personal property not transferred as part of this Agreement, refuse, garbage, junk, rubbish, trash and debris (hereafter, trash and debris) from the Property to the satisfaction of SJRWMD prior to closing. SJRWMD will inspect the property no later than one (1) week prior to the Closing Date to determine if the Property is in satisfactory condition. If the Seller does not remove all trash and debris from the Property to the SJRWMD's satisfaction prior to closing, SJRWMD, at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed one hundred thousand dollars (\$100,000) and proceed to close, with SJRWMD incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing; (b) extend the amount of time the Seller has to remove all trash and debris from the Property; or (c) terminate this Agreement, and thereafter both Seller and SJRWMD shall be relieved of all further obligations under this Agreement.

12. REPRESENTATIONS AND WARRANTIES OF SELLER

- a. As a material inducement to SJRWMD entering into this Agreement, Seller represents and warrants to and covenants with SJRWMD that the following matters are true, to the best of Sellers knowledge, as of the Effective Date of this Agreement and that they will also be true as of Closing:

- i. The description of the Property set forth in Paragraph 1 hereof is accurate.
- ii. Seller is the legal fee simple titleholder of the Property and has good and marketable title to the Property, free and clear of all liens, encumbrances, mortgages and security interests, except those which shall be discharged prior to Closing. There shall be no change in the ownership, operation or control of any party constituting Seller from the Effective Date hereof to Closing.
- iii. Seller is not in default under or in violation of, nor do any circumstances exist, which would give rise to a default (or violation of any Governmental Approval, as hereinabove defined in subparagraph 5b.), under any of the documents, recorded or unrecorded, referred to in the Title Commitment, or in violation of any Governmental Approvals.
- iv. Except as disclosed herein, Seller has not been advised of and is not aware of any defect in the condition of the Property, or any portion thereof, which has not been corrected, or which will impair the operation of the Property.
- v. Seller, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances, regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations and regulations.
- vi. There are no pending, or, to Seller's knowledge, threatened judicial, county or administrative proceedings affecting the Property or in which Seller is or will be a party by reason of Seller's ownership of the Property or any portion thereof, including, without limitation, proceedings for or involving condemnations, eminent domain or zoning violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition or use of the Property. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending, or, to Seller's best knowledge, threatened against Seller. In the event any proceeding of the character described in this subparagraph is initiated prior to Closing, Seller shall promptly advise SJRWMD in writing.
- vii. The execution and delivery of this Agreement by the signatories hereto, and all the documents to be delivered by Seller to SJRWMD at Closing by the signatories thereto, on behalf of Seller, and the performance of this Agreement by Seller have been duly authorized by the affirmative vote of Seller's Members and Manager and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms, conditions and provisions. No consent to such execution, delivery and performance is required from any person, beneficiary, partner, limited partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party other than any such consent which already has been

unconditionally given. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will violate any restriction, court order or agreement to which Seller or the Property is subject.

- viii. There are no facts material to the use, condition or operation of the Property which Seller has not disclosed to SJRWMD, including but not limited to unrecorded instruments.
- ix. As to the environmental condition of the Property:
 - (1) For purposes of this Agreement, "Pollutants" shall have the same meaning as Hazardous Materials in paragraph 8, above. "Disposal" shall mean the release, storage, use, handling, discharge, or disposal of such Pollutants. Environmental Law shall have the same meaning as in paragraph 8, above.
 - (2) The Seller has obtained and is in full compliance with any and all permits regarding the Disposal of Pollutants on the Property or contiguous property owned by Seller.
 - (3) The Seller is not aware nor does it have any notice, actual or constructive, of any past, present or proposed future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutants on the Property or on contiguous property.
 - (4) There is no civil, criminal or administrative action, suit, claim, demand, investigation, or notice of violation pending or threatened against the Seller relating in any way to the Disposal of Pollutants on the Property or on any contiguous property owned by Seller.
- x. At all times prior to Closing, Seller shall perform when due all of Seller's obligations in accordance with applicable laws, ordinances, rules and regulations affecting the Property.
- xi. All action required pursuant to this Agreement which is necessary to effectuate the transaction contemplated herein will be taken promptly and in good faith by Seller.
- xii. Seller shall promptly notify SJRWMD of any material change in any condition with respect to the Property or of any event or circumstance which makes any representation or warranty of Seller to SJRWMD under this Agreement untrue or misleading, or any covenant of Seller under this Agreement incapable or less likely of being performed, it being understood that the Seller's obligation to provide notice to SJRWMD under this subparagraph shall in no way relieve Seller of any liability for a breach by

- Seller of any of its representations, warranties or covenants under this Agreement.
- xiii. Seller has made no other outstanding agreement for purchase and sale applicable to the Property other than this Agreement.
 - xiv. All items delivered or to be delivered by Seller pursuant to this Agreement are, and will be, true correct and complete in all material respects and fairly represent the information set forth therein; no such items omit to state information necessary to make the information contained therein or herein true and correct.
 - xv. Seller warrants that there is a legal right of access, ingress and egress to and from the Property to and from a public road.
 - xvi. Seller warrants that no person, individual, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, or other entity or group (the "Person") is entitled to a fee, consideration, real estate commission, percentage, gift, or other non-monetary consideration in connection with this Agreement or subsequent closing or as compensation contingent upon SJRWMD entering into this Agreement or subsequent closing, or to solicit or secure this Agreement (the "Fees"), except as accurately disclosed on the Beneficial Interest and Disclosure Affidavit (Exhibit "B"). Seller shall pay all Fees, and Seller shall indemnify and hold SJRWMD harmless from any and all claims for Fees, whether disclosed or undisclosed. Furthermore, in the event SJRWMD becomes aware prior to Closing that a Fee is owed to an undisclosed Person then SJRWMD shall have the right to terminate this Agreement without thereby waiving any action for damages resulting from Seller's breach and misrepresentation, or SJRWMD may proceed to Closing and reduce the Purchase Price by the full amount of such Fee owed to an undisclosed Person. If SJRWMD proceeds to Closing and the Fee owed to the undisclosed Person is a gift or other non-monetary consideration or benefit, then the Purchase Price shall be reduced by the fair market value of such compensation from Seller. In the event SJRWMD becomes aware after Closing that a Fee has been paid to an undisclosed Person, then SJRWMD may recover from Seller the full amount of such Fee (the "Post Closing Recovery Amount"). If the Fee is a gift or other non-monetary consideration or benefit, SJRWMD may recover the fair market value of such compensation from Seller. SJRWMD and Seller hereby acknowledge and agree that in the event Seller fails to disclose that a Fee is to be paid to a Person and that SJRWMD does not become aware of such Fee until after Closing, it will be difficult to quantify and determine SJRWMD's damages, and therefore, SJRWMD and Seller agree that the Post Closing Recovery Amount is a fair and reasonable liquidated damages amount, and not a penalty. The provisions of this subparagraph 12.a.xvi. shall survive the Closing, the delivery and recording of the deed or other instrument and SJRWMD's possession of the

Property.

- xvii. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property and no person or entity has any right to lease all or any portion of the Property. At Closing, Seller shall deliver occupancy of the Property to SJRWMD, free and clear of all parties in possession.
 - xviii. Seller hereby represents and warrants that there are no pending applications, permits, petitions, contracts, approvals, or other proceedings with any governmental or quasi-governmental authority, including but not limited to, SJRWMD, municipalities, counties, districts, utilities, and/or federal or state agencies, concerning the use or operation of, or title to the Property, or any portion thereof, and Seller has not granted nor is obligated to grant any interest in the Property to any of the foregoing entities.
 - b. The representations and warranties made in this Agreement by Seller shall be continuing and shall be deemed remade by Seller as of Closing with the same force and effect as if in fact made at that time. Seller shall be liable to SJRWMD before and after Closing for any loss, damage, liability or cost (including but not limited to reasonable attorney's fees and costs) that SJRWMD incurs directly, indirectly or proximately as a result of any warranty or representation made by Seller in this Agreement not being true and correct as of the Effective Date and Closing date. Notwithstanding anything to the contrary herein, the effect of the representations and warranties made in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by SJRWMD or its agents.
 - c. At Closing, Seller shall execute and deliver (or cause to be executed and delivered) to SJRWMD an affidavit stating that the representations and warranties contained within this paragraph 12 are true and correct.
13. **RELEASE OF CLAIMS.** In consideration of the SJRWMD agreeing to acquire the Property in accordance with the terms, conditions, and provisions of this Agreement, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, effective at Closing Seller hereby acquits, releases, exonerates, covenants not to sue, satisfies and forever discharges the St. Johns River Water Management District, its agents, employees, officers, governing board members, independent contractors, successors and assigns, of and from all causes of action, claims bills, legislative remedies, damages, judgments, executions, claims, demands and all other loss, damage and liability, whatsoever (including but not limited to reasonable attorney's fees and costs), in law, in equity or otherwise, which Seller ever had, now has, or hereafter can, shall or may have, known, unknown or hereafter becoming known, accrued or hereafter accruing against the St. Johns River Water Management District, its agents, employees, officers, governing board members, independent contractors, successors and assigns for, upon or by reason of any matter, cause or thing whatsoever,

from the beginning of the world through the Closing, resulting directly, indirectly, or proximately, in whole or in part, from any and all actions or inactions by St. Johns River Water Management District, its agents, employees, officers, governing board members, independent contractors, successors and assigns, which impacted the Property.

14. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to all matters set forth in the Agreement.
15. **PARTIES.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.
16. **DEFAULT.** If under the provisions hereunder, either party shall be obligated to complete the sale, but fails to do so within the applicable period provided for Closing, each party shall immediately return or deliver to the other party all papers and other documents relating to the Property, including any title commitment, survey, engineering studies and reports, site plans, environmental site assessment(s) and all other information developed or provided by that other party. Further, the defaulting party shall reimburse the non-defaulting party for the costs incurred by the non-defaulting party associated with the survey, title commitment and title insurance, environmental site assessment(s), and such other costs as may have been reasonably incurred by the non-defaulting party in preparation for closing, but excluding attorney's fees, and thereafter both Seller and SJRWMD shall be relieved of all further obligations under this Agreement. The remedies described in this paragraph shall be the sole remedies available to the parties in the event of a default.
17. **BROKERS.** The Seller represents and warrants to the SJRWMD that it has engaged the services Tarpani, Banther & Associates, LLC, of a real estate company with respect to the Property. Seller covenants it shall be solely responsible for the payment of any real estate commission or fees and agrees to hold SJRWMD harmless from any real estate commission or fees which may be claimed to be due through the Seller or pursuant to the acts of Seller. Seller further covenants and agrees to indemnify SJRWMD for damages, court costs and attorneys' fees incurred as a result of any such claim.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. Except as set forth in Paragraph 2 herein, this Agreement may not be modified, changed or amended, except by a writing signed by the parties hereto.
19. **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, overnight mail, next-day courier delivery, electronic mail, or by registered or certified mail, postage prepaid, addressed as follows:

To Seller: Ponce Deleon NSB, LLC
9645 Baymeadows Road, Suite 610
Jacksonville FL 32256

Volusia NSB Property Trust, Managing Member
Marty Rosato
3256 Nicks Place
Clearwater FL, 33761
Phone 727 771 3000
Email: r.martino290@yahoo.com

Ponce Deleon Realty Corp., Managing Member
Michael Liguori, President
1184 Stillwood Court, Port Orange Fl. 32129
Phone 386 451 6326
Email. Mikeliguori1@outlook.com

To SJRWMD: St. Johns River Water Management District
Real Estate Services Program
(mail): PO Box 1429, Palatka, FL 32178
(physical): 4049 Reid Street/Highway 100 West
Palatka, Florida 32177
Phone: (386) 329-2362
Email: RealEstateServices@sjrwmd.com

or to such other address as any of the above parties shall from time to time designate by written notice, delivered pursuant to the terms of this paragraph. All such notices delivered hereunder shall be effective upon delivery. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date emailed if by email, (3) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (4) one business day after mailing or transmission by any form of overnight mail or courier service.

20. CHARITABLE CONTRIBUTION; TAX MATTERS. SJRWMD acknowledges Seller's intent to claim a charitable contribution deduction under IRC §170 (if applicable) and agrees to execute the Donee Acknowledgement section in IRS Form 8283 or equivalent. Seller hereby releases, indemnifies, and holds SJRWMD harmless from any claims, liabilities, or costs arising from Seller's tax treatment of the Property. SELLER ACKNOWLEDGES THAT SJRWMD MAKES NO WARRANTIES OR REPRESENTATIONS TO SELLER WITH REGARD TO SELLER'S ABILITY TO RECEIVE FAVORABLE TAX TREATMENT IN CONNECTION WITH ANY SUCH DONATION.
21. NON-WAIVER OF SJRWMD'S REGULATORY POWERS. Nothing contained in this

Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the SJRWMD as it now or hereafter exists under applicable laws, rules and regulations.

22. **NON-WAIVER OF SOVEREIGN IMMUNITY.** Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the SJRWMD of its sovereign immunity under the constitution and laws of the State of Florida.
23. **GOVERNING LAW/ATTORNEY'S FEES.** This Agreement shall be construed and interpreted according to the laws of the State of Florida. Each party shall be responsible for its own attorney's fees.
24. **FURTHER DOCUMENTATION.** The parties agree that at any time following a request, therefore by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transaction contemplated hereby.
25. **SURVIVAL.** The covenants, warranties, representations, releases, indemnities and undertakings of Seller set forth in this Agreement, shall survive the Closing, the delivery and recording of the Deed and SJRWMD's possession of the Premises.
26. **CONTINGENCIES.** The exercise of this Option is contingent on approval by the SJRWMD's Governing Board of the terms and conditions herein and availability of funding at Closing.
27. **JURY TRIAL.** The parties waive the right to trial by jury of any dispute concerning the interpretation, validity, performance, or breach of this Agreement, including, without limitation, associated damage claims.
28. **SUFFICIENCY OF CONSIDERATION.** By their signature below, the parties acknowledge the receipt, adequacy, and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
29. **WAIVER.** The failure of any party to insist on the performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment of the rights and obligations provided in this Agreement and all such terms and provisions shall remain in full force and effect unless specifically waived or relinquished in writing.
30. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because a party or that party's legal representative drafted the provision.
31. **CAPTIONS.** Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience and reference and in no manner define, limit, extend, or describe

the scope of the Agreement.

32. SEVERANCE. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency, or other authority, of competent jurisdiction, to be invalid, illegal, or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect so long as principal purposes of the Agreement remain enforceable.
33. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.
34. THIRD PARTIES. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Seller and SJRWMD have caused this Agreement to be executed on the date set forth above.

Signed, Sealed and delivered in the presence of:

SELLER

Ponce Deleon NSB, LLC, a Florida limited liability company

By: Volusia NSB Property Trust, as a Managing Member

By: Martin Rosato
Martin Rosato, Trustee

Witness: Jill C. LeCouris

Print name: Jill C. LeCouris

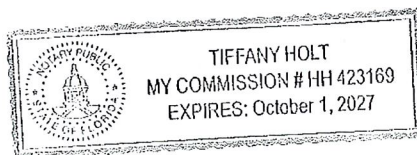
Witness: Cassandra Love

Print name: Cassandra Love

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2 day of April, 2026 by Martin Rosato, Trustee of the Volusia NSB Property Trust, a Managing Member of Ponce Deleon NSB, LLC, a Florida limited liability company, on behalf of the LLC, who is personally known to me or who produced _____ as identification.

Tiffany Holt
Notary Public - State of Florida
Print Name: TIFFANY HOLT
My Commission Expires: October 1, 2027



Attachment: Contract Signed by Sellers-OGC signed (Approve the acquisition of 113.82 acres in Volusia County from Ponce Deleon NSB, LLC)

SELLER

Ponce Deleon NSB, LLC, a Florida limited liability company

Witness: [Signature]

Print name: SAM KOTOWSKI

Witness: Dec

Print name: Dec

By: Ponce Deleon Realty Corporation, a Florida Corporation, as a Managing Member


By: [Signature]
Michael Liguori, President

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of April, 2026 by Michael Liguori, President of Ponce Deleon Realty Corporation, a Managing Member of Ponce Deleon NSB, LLC, a Florida limited liability company, on behalf of the LLC, who is personally known to me or who produced FLDL 1200-556-60-181-0 as identification.

(NOTARIAL SEAL)

Charles Clayton Jack
Notary Public - State of Florida
Print Name: Charles Clayton Jack
My Commission Expires: 5/3/27

 **CHARLES CLAYTON JACK**
Notary Public
State of Florida
Comm# HH394433
Expires 5/3/2027

Attachment: Contract Signed by Sellers-OGC signed (Approve the acquisition of 113.82 acres in Volusia County from Ponce Deleon NSB, LLC)

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes

By: _____
Michael A. Register, P.E.
Executive Director

ATTEST:

By: _____
Erin Preston
General Counsel

St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:

By: *Karen Ferguson*
Karen Ferguson, Sr. Asst. General Counsel
Office of General Counsel

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of April, 2026, by Michael A. Register, P.E., as Executive Director of the St. Johns River Water Management District, on behalf of the District, who is personally known to me, and who did not take an oath.

NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____

Attachment: Contract Signed by Sellers-OGC signed (Approve the acquisition of 113.82 acres in Volusia County from Ponce Deleon NSB, LLC)

EXHIBIT "A"

Description of the Property – Volusia County Tax Parcel No.: 740600000020

-----Legal descriptions are contained below and between dashed line-----

A PARCEL OF LAND IN VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST R/W LINE OF THE INTRA-COASTAL WATERWAY AND THE NORTH LINE OF TOWNSHIP 17 SOUTH, RANGE 34 EAST, THENCE SOUTHEASTERLY ALONG SAID WEST R/W LINE 4275 FEET FOR THE POINT OF BEGINNING, THENCE ALONG SAID R/W LINE SOUTH 72°29'30" EAST 365 FEET, THENCE SOUTH 72°27'29" EAST 1096.63 FEET, THENCE NORTH 88°44'09" EAST 1237.98 FEET, THENCE NORTH 88°43'49" EAST 1481.27 FEET TO THE NORTHWEST CORNER OF TRACT 319, THENCE ALONG THE WEST LINE OF SAID TRACT 319 SOUTH 17°16' EAST 1270 FEET, THENCE SOUTH 88°48' WEST 2920 FEET, THENCE NORTH 72°30' WEST 1289.5 FEET, THENCE NORTH 15° WEST 1314.6 FEET TO THE POINT OF BEGINNING.

CONTAINING 113.82 ACRES, MORE OR LESS, BEING IN THE UN-SURVEYED PART OF SECTIONS 5 AND 6, TOWNSHIP 17 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA

-----Legal descriptions are contained above and between dashed line-----

Attachment: ContractSignedbySellers-OGC signed (Approve the acquisition of 113.82 acres in Volusia County from Ponce Deleon NSB, LLC)

Exhibit B

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

Before me, the undersigned personally appeared Marty Rosato ("Affiant"), this 2nd day of April, 2026, who, first being duly sworn, deposes and says:

1. That Affiant is the Trustee of the Volusia NSB Property Trust, a Managing Member of Ponce Deleon NSB, LLC, a Florida limited liability company and holds an ownership interest in certain real property located in Volusia County, as described on Exhibit "A" attached hereto and incorporated herein by reference (the Property). As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding a beneficial interest in the Property:

Name	Address	Interest
Michael Liguori	1184 Stillwood Court, Port Orange, FL 32124	50%
Marty Rosato	Post Office Box 348, Largo, FL 33779	50%

2. That to the best of the Affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, or any other fees or other benefits incident to the sale of the Property are:

Name	Address	Interest
Tarapani, Banther and Assoc., LLC,	600 E., Tarpon Springs, FL 34689	Real Estate Commission

3. That, to the best of the Affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the St. Johns River Water Management District: none

(If none, please write none in the space provided above).

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
--------------------------------------	------	---------------------	-----------------------

This affidavit is given in compliance with the provisions of Section 286.23, Florida Statutes.

[Signature to follow]

Attachment: ContractSignedbySellers-OGC signed (Approve the acquisition of 113.82 acres in Volusia County from Ponce Deleon NSB, LLC)

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT:

[Handwritten signature of Martin Rosato]

By: Martin Rosato
Martin Rosato, Trustee of the Volusia NSB
Property Trust, a Managing Member of
Ponce Deleon NSB, LLC, a Florida limited
liability company

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of April, 2026 by Martin Rosato, Trustee of the Volusia NSB Property Trust, a Managing Member of Ponce Deleon NSB, LLC, a Florida limited liability company, on behalf of the LLC, who is personally known to me or who produced as identification.

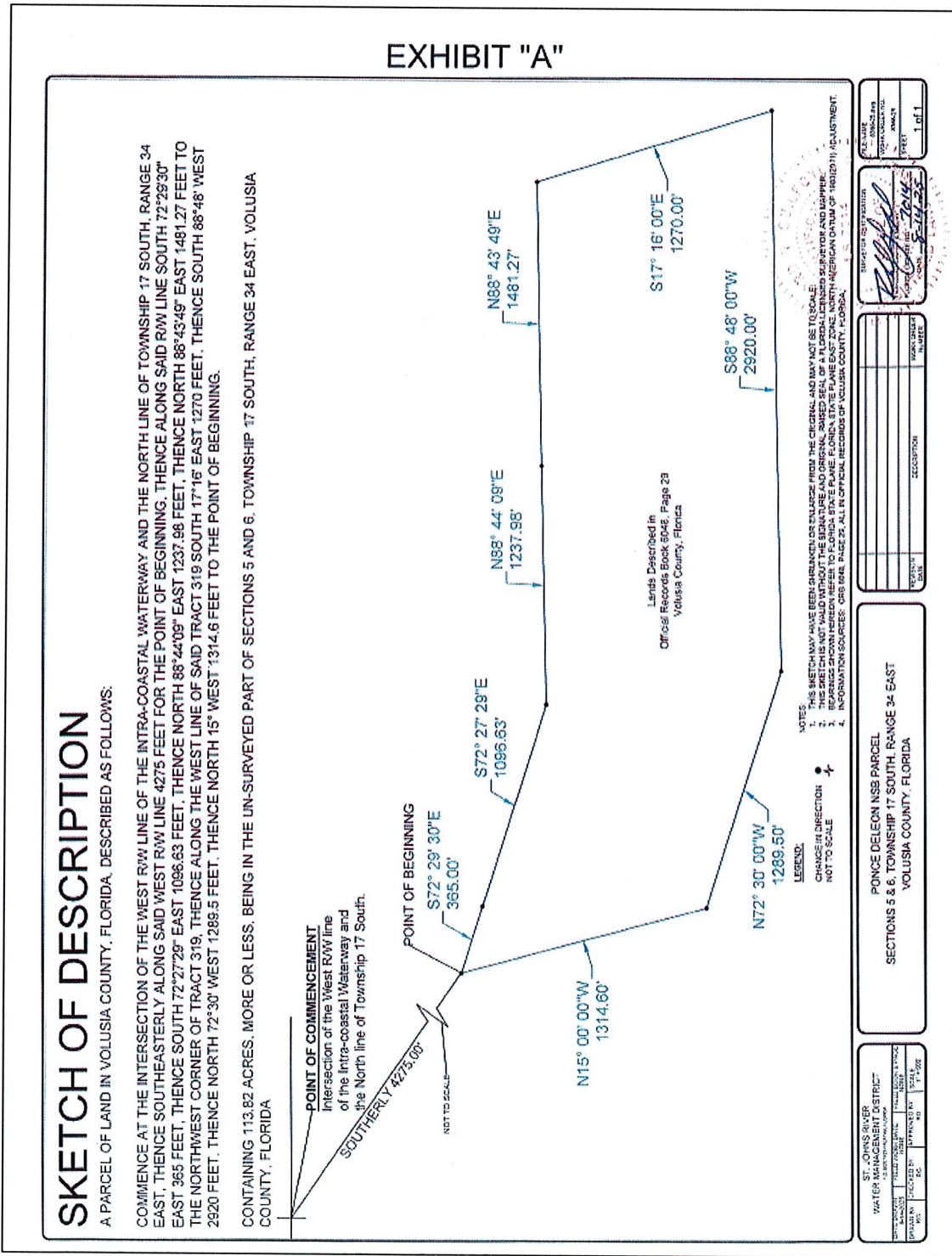
(NOTARIAL SEAL)

Tiffany Holt
Notary Public - State of Florida
Print Name: TIFFANY HOLT
My Commission Expires: October 1, 2027



Attachment: Contract Signed by Sellers-OGC signed (Approve the acquisition of 113.82 acres in Volusia County from Ponce Deleon NSB, LLC)

Exhibit "A" to the
Beneficial Interest And Disclosure Affidavit
Description of the Property – Volusia County Tax Parcel No.: 740600000020



Attachment: ContractSignedbySellers-OGC signed (Approve the acquisition of 113.82 acres in Volusia County from Ponce Deleon NSB, LLC)

Exhibit "C"
HUMAN TRAFFICKING AFFIDAVIT
TO OPTION AGREEMENT FOR SALE AND PURCHASE BETWEEN
THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT ("BUYER")
AND PONCE DELEON NSB, LLC ("SELLER")
COMPLETE ONE AFFIDAVIT FOR EACH ENTITY NAMED AS SELLER

Project: LRS 2025-013-P1
Tract No.: 74060000020

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the St. Johns River Water Management District (the "Governmental Entity").

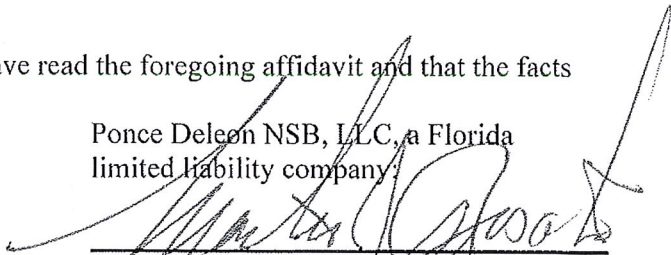
The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests as follows:

The Nongovernmental Entity does not use coercion for labor or services, or participate in human trafficking, as such terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

I am a corporate officer or authorized person of the Nongovernmental Entity, and I assert and acknowledge that, in my capacity as an officer or authorized person, I have personal knowledge of the matters set forth herein and the legal authorization to execute this Affidavit on behalf of the Nongovernmental Entity.

Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Ponce Deleon NSB, LLC, a Florida limited liability company



Martin Rosato, Trustee of the Volusia NSB Property Trust, a Managing Member of Ponce Deleon NSB, LLC, a Florida limited liability company

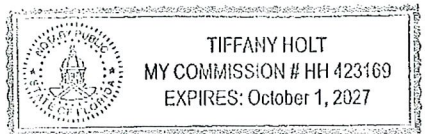
Dated: April 2, 2026

STATE OF FLORIDA
COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me by means of () physical presence or () online notarization, this 2 day of April, 2026, by Martin Rosato, Trustee of the Volusia NSB Property Trust, a Managing Member of Ponce Deleon NSB, LLC, a Florida limited liability company (Affiant), who is () personally known to me or () produced _____ as identification.

SEAL

Signature: Tiffany Holt
Print Name: TIFFANY HOLT
My Commission Expires: October 1, 2027



Attachment: Contract Signed by Sellers-OGC signed (Approve the acquisition of 113.82 acres in Volusia County from Ponce Deleon NSB, LLC)

**HUMAN TRAFFICKING AFFIDAVIT
TO OPTION AGREEMENT FOR SALE AND PURCHASE BETWEEN
THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT (“BUYER”)
AND PONCE DELEON NSB, LLC (“SELLER”)**

COMPLETE ONE AFFIDAVIT FOR EACH ENTITY NAMED AS SELLER

Project: LRS 2025-013-P1
Tract No.: 74060000020

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the St. Johns River Water Management District (the “Governmental Entity”).

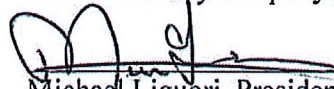
The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests as follows:

The Nongovernmental Entity does not use coercion for labor or services, or participate in human trafficking, as such terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

I am a corporate officer or authorized person of the Nongovernmental Entity, and I assert and acknowledge that, in my capacity as an officer or authorized person, I have personal knowledge of the matters set forth herein and the legal authorization to execute this Affidavit on behalf of the Nongovernmental Entity.

Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Ponce Deleon NSB, LLC, a Florida limited liability company:




Michael Liguori, President of Ponce Deleon Realty Corporation, a Managing Member of Ponce Deleon NSB, LLC, a Florida limited liability company

Dated: April 2, 2026

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of () physical presence or () online notarization, this 2nd day of April, 2026, by Michael Liguori, President of Ponce Deleon Realty Corporation, a Managing Member of Ponce Deleon NSB, LLC, a Florida limited liability company, on behalf of the LLC, (Affiant), who is () personally known to me or () produced FL DL L260-556-66-189-0 as identification.

SEAL  **CHARLES CLAYTON JACK**
Notary Public
State of Florida
Comm# HH394433
Expires 5/3/2027

Signature: Charles Clayton Jack
Print Name: Charles Clayton Jack
My Commission Expires: 5/3/27

Attachment: ContractSignedbySellers-OGC signed (Approve the acquisition of 113.82 acres in Volusia County from Ponce Deleon NSB, LLC)



**AGENDA REQUEST FOR
GOVERNING BOARD MEETING
April 14, 2026**

MEMORANDUM

TO: Governing Board

THROUGH: Michael A. Register, P.E.
Executive Director

FROM: Jeff Prather, Director
Division of Regulatory Services

SUBJECT: Partial Release and Amendment of Regulatory Conservation Easement in Exchange for Substitute Mitigation for Seasons in the Sun a/k/a Summerfields; Permit No. 65013-1, Item No. 1528816

RECOMMENDATION

Approve and authorize the Executive Director to execute the attached Partial Release and Amendment of Regulatory Conservation Easement in Exchange for Substitute Mitigation ("Partial CE Release") regarding Seasons in the Sun a/k/a Summerfields in Brevard County, Permit No. 65013-1.

BACKGROUND

In 2004, the prior landowner, Seasons In The Sun, LLC, received environmental resource permit (ERP) No. 65013-1, which authorized construction of a project known as Seasons in the Sun. The project was not fully constructed and the current landowner, Summerfields West, LLC, ("the Requestor") has applied to modify the ERP. See Permit Application No. 65013-6. As mitigation, the Requestor's predecessor-in-interest recorded a regulatory conservation easement that preserved a total of 22.24-acres (15.82-acres of wetlands and 6.42-acres of uplands.) See Brevard County Official Records, Book 5400, Page 2782 ("the Conservation Easement"). The Conservation Easement is located in the City of Titusville, Brevard County, and is south of Hammock Trail, east of Turpentine Road, north of the Eagle Pointe subdivision, and west of North Carpenter Road.

The Requestor seeks to release 5.949-acres of uplands from the Conservation Easement ("CE Release Area.") The reason for the partial release request is to allow Requestor to revise the project design to better utilize the uplands on the project site and to further avoid and reduce wetland impacts from what had previously been approved. Specifically, the previous ERP authorized the Requestor's predecessor-in-interest to directly impact 5.52-acres of wetlands. Mitigation for the authorized impacts included, among others, preserving 6.42-acres of onsite uplands as part of the Conservation Easement. By utilizing a portion of the uplands that are currently included in the Conservation Easement, the revised design reduces wetland impacts by over three acres -- to only 0.35-acres of direct impact and 1.57-acres of secondary impact. As explained below, the Requestor has proposed substitute mitigation that has a greater ecological value than the proposed partial release area.

SUMMARY

District staff reviewed information summarized, but not limited to, the items below to make the recommendation to approve the request to partially release and amend the Conservation Easement.

1. The size and characteristics of the area proposed for partial release.

The requested CE Release Area is a 5.949-acre portion of the Conservation Easement that consists of temperate hardwood uplands. The CE Release Area in its current condition is of medium quality with a moderate presence of Brazilian pepper and is dominated by live and laurel oaks, elms, saw palmetto, and cabbage palms.

2. The location of the area proposed for partial release and its relevance to surrounding ecological resources (e.g., surrounding land uses, connectivity to other resources, location and landscape setting).

The CE Release Area is located south of Hammock Trail and is surrounded by low-density residential development. The CE Release Area is connected to medium-quality forested uplands and wetlands.

3. Whether the Requestor is an entity with eminent domain authority.

The Requestor is not an entity with eminent domain authority.

4. The reason provided for the request to partially release the easement.

The originally permitted development was never fully constructed. The Requestor seeks release of an upland portion of the Conservation Easement in connection with pending Permit Application No. 65013-6, to authorize a revised design that significantly reduces wetland impacts by utilizing project uplands. Under ERP No. 65013-1, the Requestor's predecessor-in-interest was authorized to impact 5.52-acres of onsite wetlands. If approved, Permit Application No. 65013-6 would instead authorize the Requestor to directly impact 0.35-acres of wetlands and to secondarily impact 1.57-acres of wetlands because a portion of Requestor's project would be constructed in a portion of the 6.42-acres of uplands that are currently part of the Conservation Easement (rather than in the wetlands that were previously authorized to be impacted).

5. The proposed offer from the Requestor in exchange for the District granting the partial release.

The CE Release Area is located within Basin 18 (St. Johns River (Canaveral Marshes to Wekiva)). In exchange for the requested Partial CE Release, the Requestor proposes to amend the Conservation Easement to include an additional 6.61-acres of onsite wetlands and 1.516-acres of onsite upland buffers (collectively, "the Exchange Area"). The Exchange Area is located within the project site and is in the same basin as the CE Release Area.

In addition, the Requestor proposes to purchase a 20-acre parcel of high quality forested and herbaceous wetlands, record a regulatory conservation easement over that parcel in favor of the District, and then donate the parcel to the Brevard County Environmentally Endangered Lands (EEL) Program. The parcel, which is currently in private ownership, is located four miles south of the project area and surrounded on all sides by Brevard County's Fox Lake Sanctuary. Donation of the parcel to Brevard County will allow the parcel to be incorporated into Brevard County's existing conservation land management plan for Fox Lake Sanctuary. In addition, to fund the management of the parcel, the Requestor will pay a one-time \$10,000 land management endowment fee to the Brevard County EEL Program. The off-site exchange area is in the same basin (Basin 18) as the project area.

If the proposed Partial CE Release is approved, the Requestor will also be required to obtain the appropriate permit modification to authorize and mitigate for impacts associated with that permit modification. See Permit Application No. 65013-6.

6. Whether the Requestor has provided equivalent or greater ecological value for both the (1) direct loss and (2) indirect loss of ecological value associated with the partial release of the Conservation Easement.

The functional gain unit (FGU) value calculated for the CE Release Area is 0.892 FGU. The ecological value of the proposed on-site Exchange Area is 0.922 FGU and the ecological value of the proposed off-site Exchange Area is 0.500 FGU, for a total of 1.422 FGU offered in exchange. As calculated, the Exchange Areas combined have significantly greater ecological value than the proposed CE Release Area. District staff used the Uniform Mitigation Assessment Method (UMAM) described in Chapter 62-345, Florida Administrative Code ("F.A.C."), for this determination.

7. Whether the Requestor has demonstrated that the Conservation Easement cannot be avoided by providing an alternatives (avoidance/minimization) analysis.

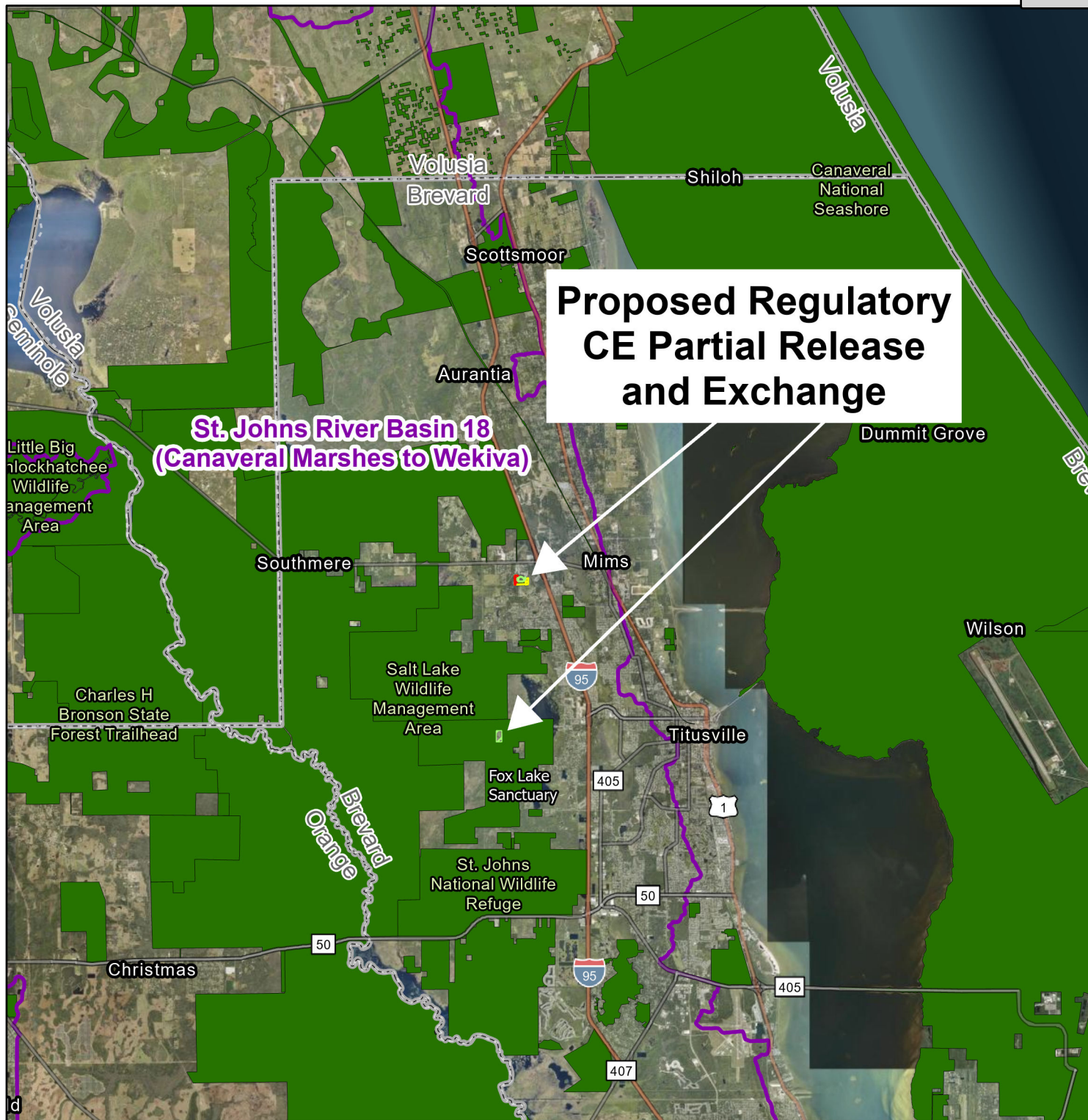
The purpose for the requested partial release of the Conservation Easement is to reduce overall wetland impacts by better utilizing the uplands. In this instance, avoidance of the Conservation Easement would actually result in more wetland impacts overall because these uplands are currently encumbered by the Conservation Easement. Moreover, the Requestor has determined that, due to other non-District regulatory requirements, the Requestor's intended project would not be feasible if the Requestor were to avoid both the Conservation Easement and the Exchange Area wetlands that were authorized to be impacted under a previous sequence of the ERP. Therefore, the Requestor has demonstrated that the proposed revised site plan (inclusive of the proposed Partial CE Release) will result in significantly less wetland impacts overall while also leading to a net increase in the acreage and functional value of the Conservation Easement.

8. The estimated economic value of the CE Release Area and the Exchange Area.

The fair market value of the CE Release is estimated to be \$162,022.09 and the fair market value of the amended CE proposed over the on-site Exchange Area is \$221,309.36. The fair market value of the off-site Exchange Area is \$60,000. In addition, the Requestor will also pay a one-time \$10,000 land management fee to the Brevard County EEL Program.

DISCUSSION

District staff evaluated the release request and determined that the UMAM values of the on-site conservation easement and the off-site conservation easement with donation to the Brevard County EEL Program offered in exchange have greater ecological value than the portion of the regulatory conservation easement proposed for partial release. Since the exchange parcels are located within Basin 18, the same basin as the proposed project, no loss in ecological value within Basin 18 is anticipated to occur. Therefore, District staff recommend approval and execution of the partial release and amendment of the Regulatory Conservation Easement in Exchange for Substitute Mitigation.



Attachment: Seasons in the Sun-Summerfields Locator (Seasons in the Sun)

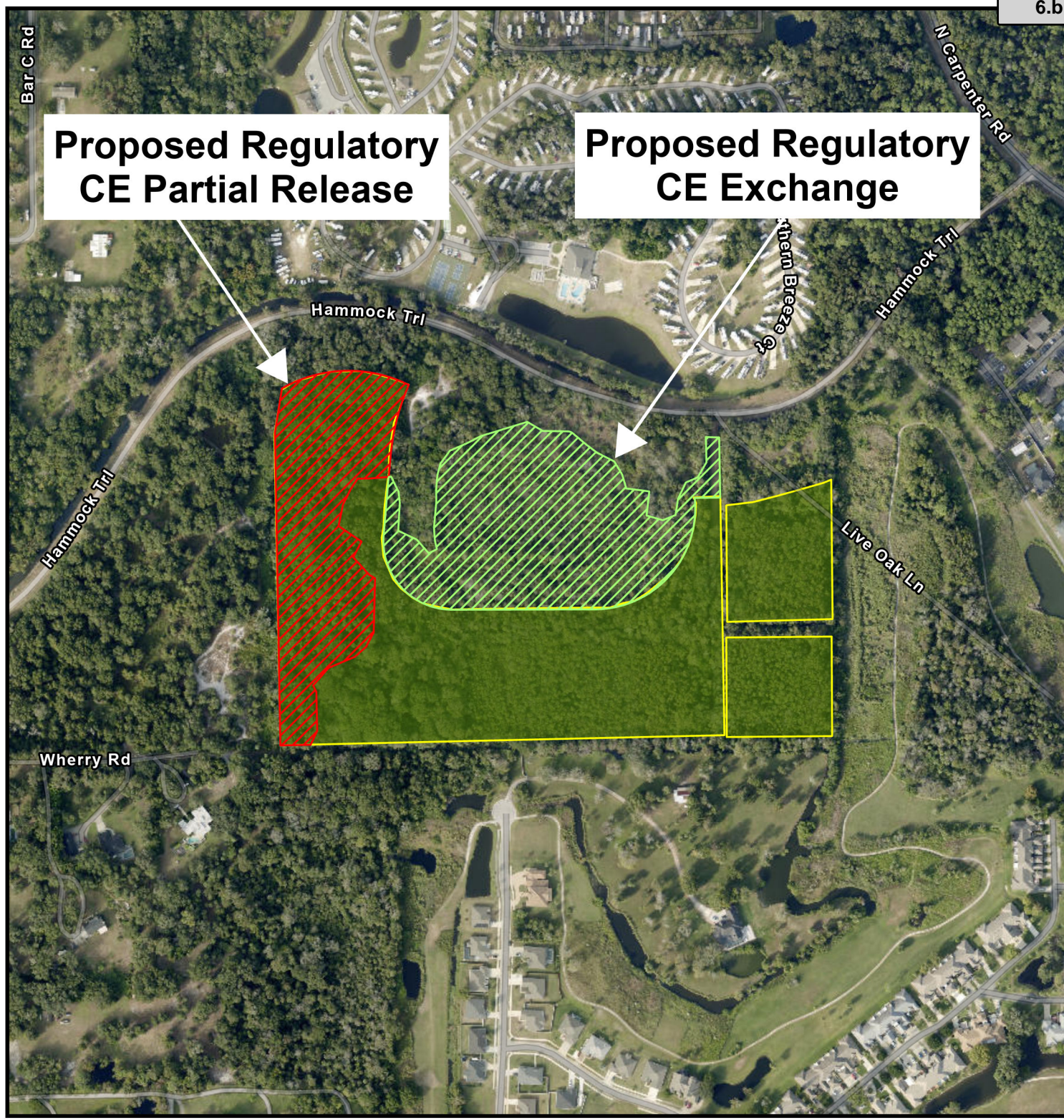
Seasons in the Sun/Summerfields Proposed Regulatory CE Partial Release and Exchange

-  Proposed Regulatory CE Exchange
-  Regulatory Conservation Easement
-  Proposed Regulatory CE Partial Release
-  Regulatory Mitigation Basin 18 St. Johns River (Canaveral Marshes to Wekiva)
-  FNAI Florida Public Lands, June 2020

1:200,000



Brevard County



Attachment: Seasons in the Sun-Summerfields Release Exchange (Seasons in the Sun)

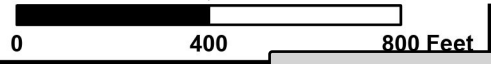
Seasons in the Sun/Summerfields Proposed Regulatory CE Partial Release and Exchange

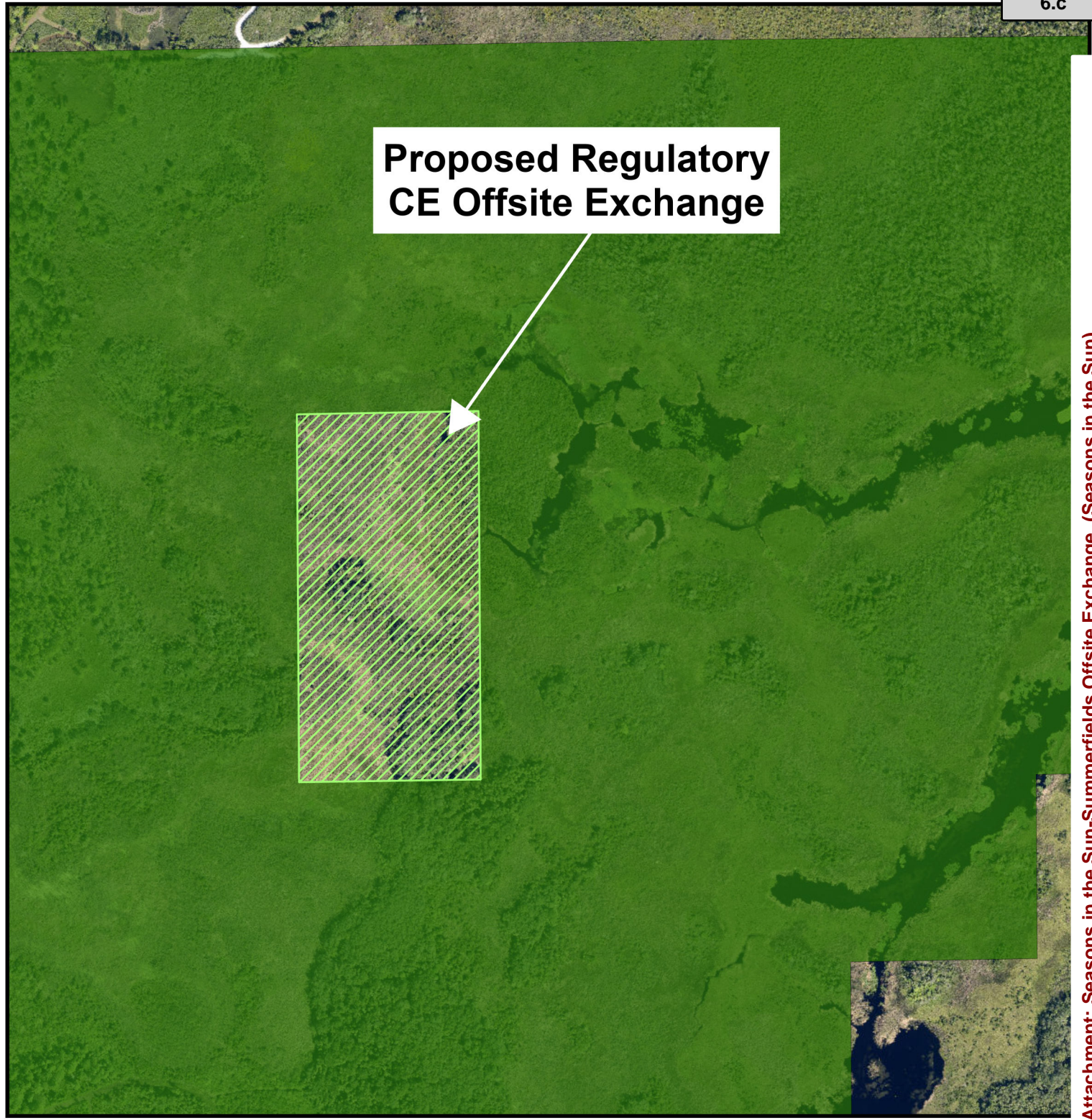


Brevard County

-  Proposed Regulatory CE Exchange
-  Regulatory Conservation Easement
-  Proposed Regulatory CE Partial Release

1:4,800





**Proposed Regulatory
CE Offsite Exchange**



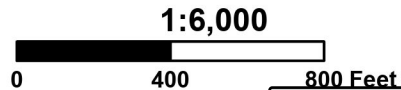
Attachment: Seasons in the Sun-Summerfields Offsite Exchange (Seasons in the Sun)

**Seasons in the Sun/Summerfields
Proposed Regulatory CE Partial Release and Exchange**



Brevard County

-  Proposed Regulatory CE Offsite Exchange
-  Fox Lake Sanctuary



Return recorded original to:
 Office of General Counsel
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, FL 32177

Note to Recording Clerk:
 Please cross reference with
 OR Book 5400 Page 2782

**PARTIAL RELEASE OF AND AMENDMENT TO REGULATORY CONSERVATION
 EASEMENT IN EXCHANGE FOR SUBSTITUTE MITIGATION**

THIS PARTIAL RELEASE OF AND AMENDMENT TO REGULATORY CONSERVATION EASEMENT IN EXCHANGE FOR SUBSTITUTE MITIGATION ("Amended Conservation Easement") is entered into this ____ day of _____, 20____, by Summerfields West, LLC, a Florida Limited Liability Company, whose mailing address is 4760 N. US Highway 1, STE 201, Unit 2701, Melbourne, FL 32935 ("Grantor"), and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, whose address is 4049 Reid Street, Palatka, Florida 32177 ("Grantee").

RECITALS:

WHEREAS, Grantor's predecessor-in-interest executed and granted a Conservation Easement recorded in the Official Records of Brevard County at Book 5400, Page 2782, over certain property situated, lying and being in Brevard County, Florida, in favor of the Grantee in accordance with the District Environmental Resource Permit No. 65013-1 ("the Permit"); and

WHEREAS, Grantor has requested that the Grantee release a portion of that conservation easement more particularly described in attached Exhibit "1" ("the Release Parcel;") and

Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

WHEREAS, Grantee has agreed to release the Release Parcel in exchange for mitigation of at least equivalent ecological value in the form of a conservation easement over the Amended Conservation Easement Area as described in attached Exhibit “2;” and

WHEREAS, subsection 704.06(4), Florida Statutes, provides that the holder of a conservation easement may release that conservation easement to the holder of the fee interest.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Release. Grantee hereby releases, terminates, discharges and quit claims any and all interests, rights, privileges, and licenses in and to the property described in attached Exhibit “1”. This Amended Conservation Easement is binding upon and shall inure to the benefit of Grantor and its successors and assigns. The release applies only to the Release Parcel described in attached Exhibit “1”.

2. Substitution. In exchange for the release identified in Paragraph 1 herein, Grantor hereby grants to Grantee a conservation easement over the property described in attached Exhibit “2” (the “Amended Conservation Easement Area”).

3. Purpose. A purpose of this Amended Conservation Easement is to assure that the Amended Conservation Easement Area will be retained forever in its existing natural condition and to prevent any use of the Amended Conservation Easement Area that will impair or interfere with the environmental value of the Amended Conservation Easement Area in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored,

or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "3" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Amended Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Amended Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Amended Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Amended Conservation Easement Area that may be damaged by any activity inconsistent with this Amended Conservation Easement.

4. Prohibited Uses. The following activities and uses are expressly prohibited within the Amended Conservation Easement Area:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation, except:

- i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;
 - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
 - iii. Activities authorized or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and
 - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.
5. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Amended Conservation Easement Area, including the right to engage in or permit or invite others to engage in all

uses of the Amended Conservation Easement Area, that are not expressly prohibited herein and are not inconsistent with the purpose of this Amended Conservation Easement.

6. No Dedication. No right of access by the general public to any portion of the Amended Conservation Easement Area is conveyed by this Amended Conservation Easement.

7. Grantee's Liability. Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Amended Conservation Easement Area.

8. Enforcement. Enforcement of the terms, provisions, and restrictions of this Amended Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Amended Conservation Easement.

9. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Amended Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

10. Assignment. Grantee will hold this Amended Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations

under this Amended Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

11. Severability. If any provision of this Amended Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Amended Conservation Easement shall not be affected thereby, as long as the purpose of the Amended Conservation Easement is preserved.

12. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Amended Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Amended Conservation Easement.

13. Written Notice. All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

14. Modifications. This Amended Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the Official Records of Brevard County, Florida.

15. Recordation. Grantor shall record this Amended Conservation Easement in timely fashion in the Official Records of Brevard County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Amended Conservation Easement in the Official Records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Amended Conservation Easement in the Official Records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Amended Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Amended Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Release Area and the Amended Conservation Easement Area in fee simple; that the Amended Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Amended Conservation Easement; all mortgages and liens on the Amended Conservation Easement Area, if any, have been subordinated to this Amended Conservation Easement; that Grantor has good right and lawful authority to convey this Amended Conservation Easement; and that it hereby fully warrants and defends record title to the Amended Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the parties have executed this Partial Release of and Amendment to Regulatory Conservation Easement in Exchange for Substitute Mitigation on the day and year first above written.

(The remainder of this page is intentionally blank. Signatures on following pages.)

Signed, sealed and delivered

in our presence as witnesses:

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this __ day of _____, 20__, by _____ . He is () is personally known to me or () produced as identification.

(SEAL)

GRANTOR:

Summerfields West, LLC, a Florida Limited Liability Company

By:
Signature: _____

Printed Name: Charles Genoni

Title: _____

NOTARY PUBLIC, State of _____
Print Name _____

My Commission expires: _____

Serial No.: _____

Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

Attest:

GRANTEE: ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT

Name: Erin Preston
Title: General Counsel
St. Johns River Water
Management District
4049 Reid Street
Palatka, FL 32117-2529

Name: Michael A. Register, P.E.
Title: Executive Director
St. Johns River Water
Management District
4049 Reid Street
Palatka, FL 32177-2529

[SEAL]

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20__, by Michael A. Register, P.E., Executive Director of the St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes, on behalf of the District. He is personally known to me.

(SEAL)

NOTARY PUBLIC, State of _____
Print Name _____

My Commission expires: _____
Serial No.: _____

Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

EXHIBIT 1

Legal Description-Partial Release Parcel

Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

**Legal Description & Sketch
for a Conservation Easement to be Vacated
for Summerfields West, LLC
Brevard County, Florida
Sheet 1 of 3 - Not Valid Without All Sheets**

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13, THENCE NORTH 88°49'22" EAST, A DISTANCE OF 1008.12 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 00°59'38" WEST, A DISTANCE OF 908.55 FEET; THENCE NORTH 08°53'14" EAST, A DISTANCE OF 130.45 FEET TO A NON-TANGENT POINT ON A CIRCULAR CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 391.76 FEET, THROUGH A CENTRAL ANGLE OF 56°12'33", FOR AN ARC LENGTH OF 384.33 FEET, SAID CURVE IS SUBTENDED BY A CHORD OF 369.11 FEET WHICH BEARS NORTH 88°25'09" EAST TO A NON-TANGENT POINT ON A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 655.54 FEET, THROUGH A CENTRAL ANGLE OF 18°42'30", FOR AN ARC LENGTH OF 214.05 FEET, SAID CURVE IS SUBTENDED BY A CHORD OF 213.10 FEET WHICH BEARS SOUTH 14°19'32" WEST; THENCE SOUTH 05°05'27" WEST A DISTANCE OF 60.96 FEET; THENCE SOUTH 85°09'28" WEST A DISTANCE OF 53.76 FEET; THENCE SOUTH 88°59'49" WEST A DISTANCE OF 36.77 FEET; THENCE SOUTH 33°44'12" WEST A DISTANCE OF 38.46 FEET; THENCE SOUTH 26°24'57" WEST A DISTANCE OF 47.92 FEET; THENCE SOUTH 11°48'32" WEST A DISTANCE OF 64.11 FEET; THENCE SOUTH 56°06'05" EAST A DISTANCE OF 80.75 FEET; THENCE SOUTH 27°52'31" WEST A DISTANCE OF 51.89 FEET; THENCE SOUTH 42°33'26" EAST A DISTANCE OF 69.05 FEET; THENCE SOUTH 59°10'07" EAST A DISTANCE OF 19.62 FEET; THENCE SOUTH 01°25'15" WEST A DISTANCE OF 157.58 FEET; THENCE SOUTH 28°18'51" WEST A DISTANCE OF 47.56 FEET; THENCE SOUTH 48°23'13" WEST A DISTANCE OF 43.59 FEET; THENCE SOUTH 67°14'46" WEST A DISTANCE OF 82.85 FEET; THENCE SOUTH 41°09'52" WEST A DISTANCE OF 68.00 FEET; THENCE SOUTH 27°19'57" EAST A DISTANCE OF 20.66 FEET; THENCE SOUTH 01°10'38" EAST A DISTANCE OF 113.76 FEET; THENCE SOUTH 25°31'47" WEST A DISTANCE OF 44.49 FEET TO AN INTERSECTION WITH THE SAID SOUTH LINE OF SECTION 13; THENCE SOUTH 88°49'22" WEST ALONG SAID SOUTH LINE A DISTANCE OF 87.85 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 259,141.2 SQUARE FEET OR 5.9491 ACRES MORE OR LESS.



SURVEYORS NOTES

- 1) BY SIGNING AND SEALING THIS DESCRIPTION I HEREBY CERTIFY THAT THE DESCRIPTION OF THE PROPERTY DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND THAT SAID DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THE THE DESCRIPTION AND SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE APPLICABLE STANDARDS OF PRACTICE REQUIREMENTS FOR A DESCRIPTION AND SKETCH AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS FIRM.
- 2) THE BEARING BASIS FOR THE DESCRIPTION CONTAINED HEREIN IS THE SOUTH LINE OF SECTION 13-T21S-R34E AS SHOWN WHICH BEARS N88°49'22"E.
- 3) THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.

LEGEND

- CH CHORD
- CHB CHORD BEARING
- D DELTA
- L LENGTH
- NTP NON-TANGENT POINT
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- PCC POINT OF COMPOUND CURVATUR
- P.I.D. PARCEL IDENTIFICATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.C. POINT OF CURVATURE
- P.R.C. POINT OF REVERSE CURVATURE
- P.T. POINT OF TANGENCY
- R RADIUS
- R/W RIGHT OF WAY
- 00-01S-02E SECTION-TOWNSHIP-RANGE

LEGAL DESCRIPTION & SKETCH "This is NOT a Boundary Survey"	Drawn by: ML	Checked by: DMT	File name 8147	Date 8/18/25	Scale N/A	Drawing Name 8147-CE-remove.dwg
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Masteller, Moler & Taylor, Inc.
PROFESSIONAL SURVEYORS AND MAPPERS
LAND SURVEYING BUSINESS #4644

1655 27th Street, Suite 2 Vero Beach, Florida 32960
Phone: (772) 564-8050 Fax: (772) 794-0647

Digitally signed by David M. Taylor
DN: c=US, st=Florida, l=Vero Beach,
serialNumber=AATL20250812411594,
o=MASTELLER, MOLER & TAYLOR,
INC., cn=David M. Taylor,
email=dm5243@bellsouth.net
Date: 2025.08.26 11:32:12 -0400
Adobe Acrobat version:
2025.001.20630

DAVID TAYLOR P.S.M. 5243



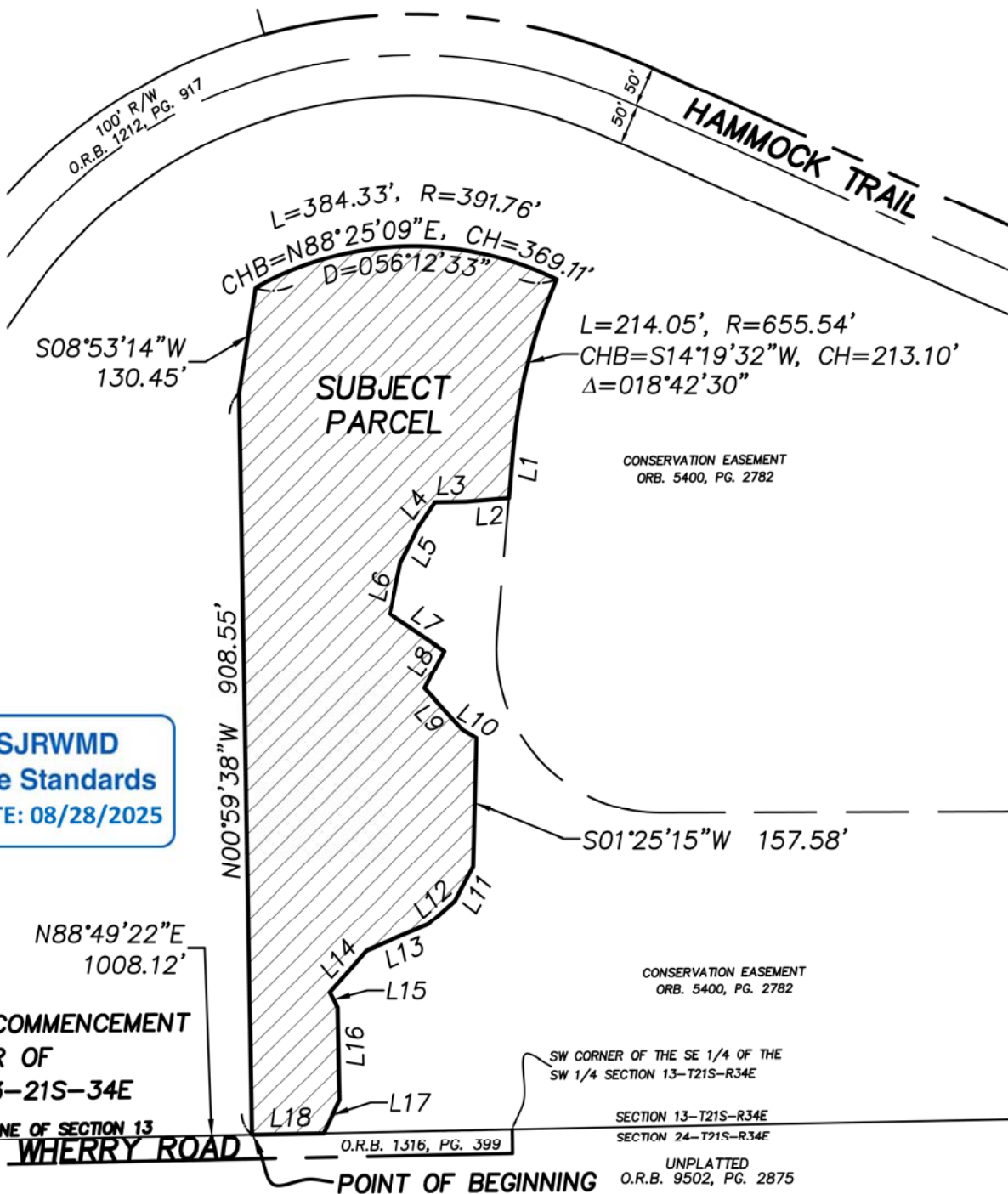
(SEAL)

Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

Legal Description & Sketch for a Conservation Easement to be Vacated for Summerfields West, LLC

Brevard County, Florida

Sheet 2 of 3 - Not Valid Without All Sheets



**Meets SJRWMD
Closure Standards**
JPF DATE: 08/28/2025

Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

LEGAL DESCRIPTION & SKETCH "This is NOT a Boundary Survey"	Drawn by: ML	Checked by: DMT	File name 8147	Date 8/18/25	Scale 1"=200'	Drawing Name 8147-CE-remove.dw
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email=edt5243@bellsouth.net
Date: 2025.08.26 11:32:31 -0400
Adobe Acrobat version: 2023.001.20930

(SEAL)

**Legal Description & Sketch
for a Conservation Easement to be Vacated
for Summerfields West, LLC**

Brevard County, Florida

Sheet 3 of 3 - Not Valid Without All Sheets

Line Table		
Line #	Length	Direction
L1	60.96	S05° 05' 25"W
L2	53.76	S85° 09' 28"W
L3	36.77	S88° 59' 49"W
L4	38.46	S33° 44' 12"W
L5	47.92	S26° 24' 57"W
L6	64.11	S11° 48' 32"W
L7	80.75	S56° 06' 05"E
L8	51.89	S27° 52' 31"W
L9	69.05	S42° 33' 26"E
L10	19.62	S59° 10' 07"E
L11	47.56	S28° 18' 51"W
L12	43.59	S48° 23' 13"W
L13	82.85	S67° 14' 46"W
L14	68.00	S41° 09' 52"W
L15	20.66	S27° 19' 57"E
L16	113.76	S01° 10' 38"E
L17	44.49	S25° 31' 47"W
L18	87.85	S88° 49' 22"W



Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

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Date: 2025.08.26 11:32:49 -04'00'
Adobe Acrobat version:
2025.001.20630

DAVID TAYLOR P.S.M. 5243



(SEAL)

EXHIBIT 2

Legal Description- Amended Conservation Easement Area

Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

Legal Description & Sketch for a Conservation Easement for Summerfields West, LLC

Brevard County, Florida

Sheet 1 of 5 - Not Valid Without All Sheets



LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13, THENCE NORTH 88°49'22" EAST ALONG THE SOUTH LINE OF SAID SECTION 13 A DISTANCE OF 1515.76 FEET; THENCE NORTH 01°10'38" WEST A DISTANCE OF 383.90 FEET TO AN INTERSECTION WITH THE BOUNDARY OF AN EXISTING CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 5400, PAGE 2782 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID INTERSECTION BEING A NON-TANGENT POINT ON A CIRCULAR CURVE AND THE POINT OF BEGINNING OF THE HEREON DESCRIBED PARCEL; THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 94°53'24" FOR AN ARC LENGTH OF 331.23 FEET, SAID CURVE IS SUBTENDED BY A CHORD OF 294.65 FEET THAT BEARS NORTH 42°28'29" WEST; THENCE NORTH 04°54'55" EAST A DISTANCE OF 157.51 FEET; THENCE NORTH 05°05'22" EAST A DISTANCE OF 11.82 FEET; THENCE NORTH 85°09'28" EAST A DISTANCE OF 7.42 FEET; THENCE SOUTH 25°53'36" EAST A DISTANCE OF 49.10 FEET; THENCE SOUTH 06°18'21" EAST A DISTANCE OF 32.43 FEET; THENCE SOUTH 03°19'30" WEST A DISTANCE OF 80.67 FEET; THENCE SOUTH 64°26'07" EAST A DISTANCE OF 60.06 FEET; THENCE SOUTH 41°04'56" EAST A DISTANCE OF 52.80 FEET; THENCE NORTH 62°42'17" EAST A DISTANCE OF 26.51 FEET; THENCE NORTH 12°17'44" WEST A DISTANCE OF 27.56 FEET; THENCE NORTH 03°37'32" WEST A DISTANCE OF 36.14 FEET; THENCE NORTH 05°05'03" EAST A DISTANCE OF 73.27 FEET; THENCE NORTH 00°10'38" WEST A DISTANCE OF 39.72 FEET; THENCE NORTH 05°08'02" EAST A DISTANCE OF 40.03 FEET; THENCE NORTH 15°01'29" EAST A DISTANCE OF 34.51 FEET; THENCE NORTH 36°26'12" EAST A DISTANCE OF 46.30 FEET; THENCE NORTH 66°30'39" EAST A DISTANCE OF 54.49 FEET; THENCE NORTH 62°34'43" EAST A DISTANCE OF 44.41 FEET; THENCE NORTH 72°59'13" EAST A DISTANCE OF 141.75 FEET; THENCE SOUTH 59°41'21" EAST A DISTANCE OF 52.43 FEET; THENCE SOUTH 89°08'00" EAST A DISTANCE OF 71.94 FEET TO A NON-TANGENT POINT ON A CIRCULAR CURVE; THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 24.11 FEET, THROUGH A CENTRAL ANGLE OF 36°24'39", FOR AN ARC LENGTH OF 15.32 FEET, SAID CURVE IS SUBTENDED BY A CHORD OF 15.06 FEET THAT BEARS SOUTH 71°17'43" EAST TO A POINT OF TANGENCY; THENCE SOUTH 50°07'42" EAST, A DISTANCE OF 39.93 FEET; THENCE SOUTH 49°55'43" EAST A DISTANCE OF 12.98 FEET; THENCE SOUTH 53°08'01" EAST A DISTANCE OF 37.86 FEET; THENCE SOUTH 62°55'35" EAST A DISTANCE OF 57.40 FEET; THENCE SOUTH 30°48'00" EAST A DISTANCE OF 44.19 FEET; THENCE SOUTH 16°41'23" EAST A DISTANCE OF 42.15 FEET; THENCE SOUTH 82°45'54" EAST A DISTANCE OF 67.40 FEET; THENCE SOUTH 06°18'59" WEST A DISTANCE OF 70.63 FEET; THENCE SOUTH 73°51'11" EAST A DISTANCE OF 48.87 FEET; THENCE NORTH 68°03'50" EAST A DISTANCE OF 39.88 FEET; THENCE NORTH 09°03'01" EAST A DISTANCE OF 47.95 FEET; THENCE NORTH 25°35'07" EAST A DISTANCE OF 52.55 FEET; THENCE NORTH 66°57'39" EAST A DISTANCE OF 37.52 FEET; THENCE NORTH 29°59'02" EAST A DISTANCE OF 50.66 FEET; THENCE NORTH 01°17'46" WEST A DISTANCE OF 73.49 FEET; THENCE SOUTH 88°17'02" EAST A DISTANCE OF 38.86 FEET TO AN INTERSECTION WITH THE WEST BOUNDARY OF A DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 798, PAGE 129 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 00°55'17" EAST ALONG SAID WEST LINE A DISTANCE OF 174.83 FEET TO AN INTERSECTION WITH THE SAID BOUNDARY OF AN EXISTING CONSERVATION EASEMENT; THENCE SOUTH 89°15'01" WEST ALONG SAID EASEMENT BOUNDARY A DISTANCE OF 74.28 FEET TO A NON-TANGENT POINT ON A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG SAID EASEMENT BOUNDARY AND ALONG SAID CURVE, HAVING A RADIUS OF 292.96 FEET, THROUGH A CENTRAL ANGLE OF 94°43'27", FOR AN ARC LENGTH OF 494.33 FEET, SAID CURVE IS SUBTENDED BY A CHORD OF 431.03 FEET THAT BEARS SOUTH 41°17'59" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°51'01" WEST A DISTANCE OF 421.47 FEET TO THE POINT OF BEGINNING. CONTAINING 353,982.99 SQUARE FEET OR 8.126 ACRES, MORE OR LESS.

Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

LEGAL DESCRIPTION & SKETCH "This is NOT a Boundary Survey"	Drawn by: DMT	Checked by: DMT	File name 8147	Date 6/25/25	Scale N/A	Drawing Name 8147-CE-Legal.dwg
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Masteller, Moler & Taylor, Inc.
PROFESSIONAL SURVEYORS AND MAPPERS
LAND SURVEYING BUSINESS #4644
 1655 27th Street, Suite 2 Vero Beach, Florida 32960
 Phone: (772) 564-8050 Fax: (772) 794-0647

Digitally signed by David M. Taylor
 DN: c=US, st=Florida, l=Vero Beach,
 serialNumber=AATL20250812411594,
 o=MASTELLER, MOLER & TAYLOR, INC.,
 cn=David M. Taylor,
 email=dt5243@bellsouth.net
 Date: 2025.08.26 11:30:00 -04'00'
 Adobe Acrobat version: 2025.001.20630



DAVID TAYLOR P.S.M. 5243

(SEAL)

Legal Description & Sketch
for a Conservation Easement for Summerfields West, LLC
Brevard County, Florida
Sheet 2 of 5 - Not Valid Without All Sheets

SURVEYORS NOTES

- 1) BY SIGNING AND SEALING THIS DESCRIPTION I HEREBY CERTIFY THAT THE DESCRIPTION OF THE PROPERTY DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND THAT SAID DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THE THE DESCRIPTION AND SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE APPLICABLE STANDARDS OF PRACTICE REQUIREMENTS FOR A DESCRIPTION AND SKETCH AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS FIRM.
- 2) THE BEARING BASIS FOR THE DESCRIPTION CONTAINED HEREIN IS THE SOUTH LINE OF SECTION 13-T21S-R34E AS SHOWN WHICH BEARS N88°49'22"E.
- 3) THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.

LEGEND

CH	CHORD
CHB	CHORD BEARING
D	DELTA
L	LENGTH
N.T.P.	NON-TANGENT POINT
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.C.	POINT OF CURVATURE
P.R.C.	POINT OF REVERSE CURVATURE
P.T.	POINT OF TANGENCY
R	RADIUS
R/W	RIGHT OF WAY
00-01S-02E	SECTION-TOWNSHIP-RANGE



Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

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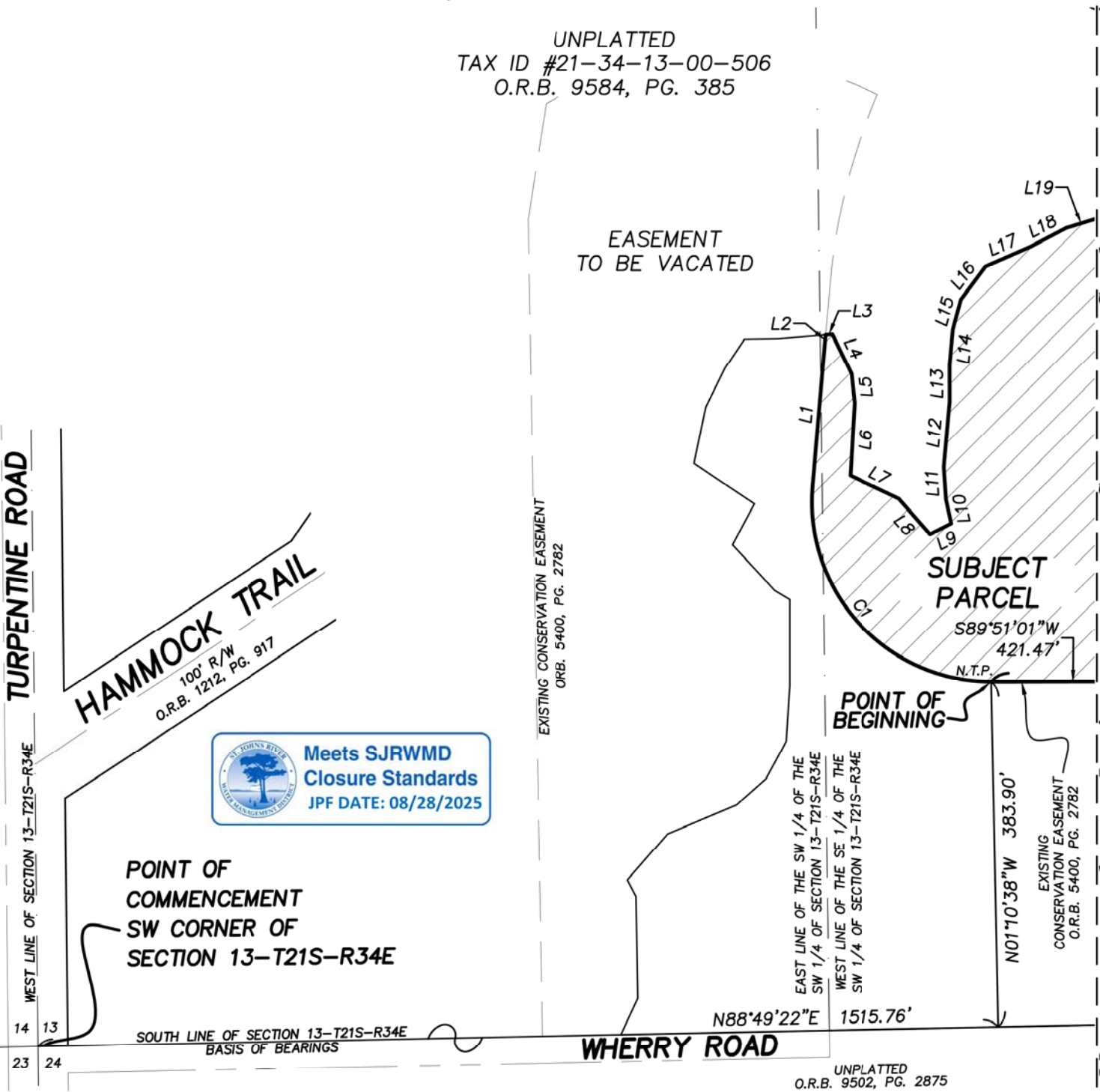


DAVID TAYLOR P.S.M. 5243

(SEAL)

Legal Description & Sketch
for a Conservation Easement for Summerfields West, LLC
Brevard County, Florida
 Sheet 3 of 5 - Not Valid Without All Sheets

UNPLATTED
 TAX ID #21-34-13-00-506
 O.R.B. 9584, PG. 385




 **Meets SJRWMD Closure Standards**
 JPF DATE: 08/28/2025


Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

LEGAL DESCRIPTION & SKETCH "This is NOT a Boundary Survey"	Drawn by: ML	Checked by: DMT	File name: 8147	Date: 8/18/25	Scale: 1"=160'	Drawing Name: 8147-CE-Legal.dwg
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 **Masteller, Moler & Taylor, Inc.**
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 email=dm5243@oellsouth.net
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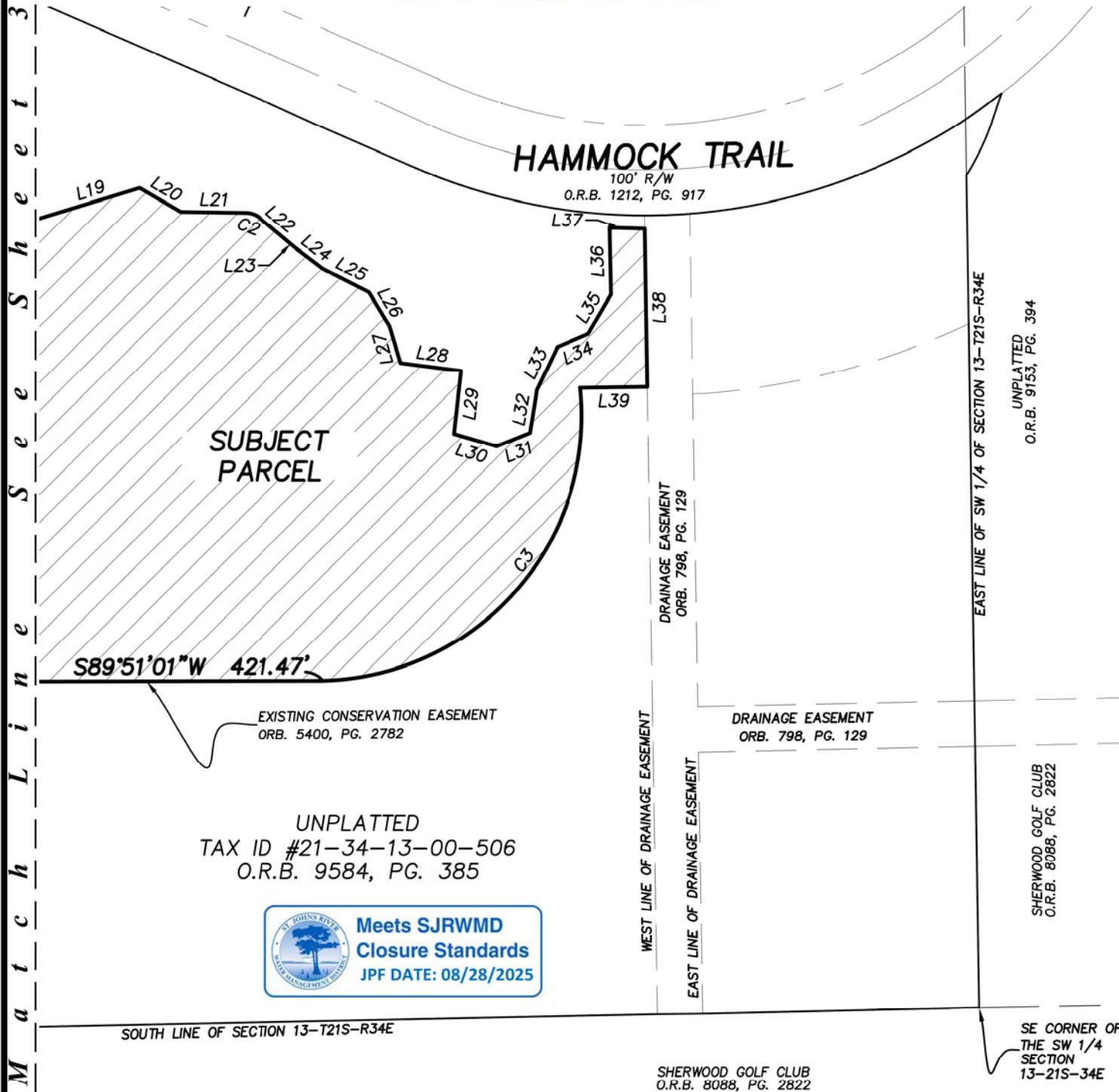
DAVID TAYLOR P.S.M. 5243



Legal Description & Sketch for a Conservation Easement for Summerfields West, LLC

Brevard County, Florida

Sheet 4 of 5 - Not Valid Without All Sheets



Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

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LEGAL DESCRIPTION & SKETCH "This is NOT a Boundary Survey"	Drawn by: DMT	Checked by: DMT	File name 8147	Date 8/18/25	Scale 1"=160'	Drawing Name 8147-CE-Legal.dwg
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 Adobe Acrobat version: 2025.001.20630



DAVID TAYLOR P.S.M. 5243

(SEAL)

Legal Description & Sketch
for a Conservation Easement for Summerfields West, LLC
Brevard County, Florida
 Sheet 5 of 5 - Not Valid Without All Sheets

Line Table		
Line #	Length	Direction
L1	157.51'	N04° 54' 55"E
L2	11.82'	N05° 05' 22"E
L3	7.42'	N85° 09' 28"E
L4	49.10'	S25° 53' 36"E
L5	32.43'	S06° 18' 21"E
L6	80.67'	S03° 19' 30"W
L7	60.06'	S64° 26' 07"E
L8	52.80'	S41° 04' 56"E
L9	26.51'	N62° 42' 17"E
L10	27.56'	N12° 17' 44"W
L11	36.14'	N03° 37' 32"W
L12	73.27'	N05° 05' 03"E
L13	39.72'	N00° 10' 38"W
L14	40.03'	N05° 08' 02"E

Line Table		
Line #	Length	Direction
L15	34.51'	N15° 01' 29"E
L16	46.30'	N36° 26' 12"E
L17	54.49'	N66° 30' 39"E
L18	44.41'	N62° 34' 43"E
L19	141.75'	N72° 59' 13"E
L20	52.43'	S59° 41' 21"E
L21	71.94'	S89° 08' 00"E
L22	39.93'	S50° 07' 42"E
L23	12.98'	S49° 55' 43"E
L24	37.86'	S53° 08' 01"E
L25	57.40'	S62° 55' 35"E
L26	44.19'	S30° 48' 00"E
L27	42.15'	S16° 41' 23"E
L28	67.40'	S82° 45' 54"E

Line Table		
Line #	Length	Direction
L29	70.63'	S06° 18' 59"W
L30	48.87'	S73° 51' 11"E
L31	39.88'	N68° 03' 50"E
L32	47.95'	N09° 03' 01"E
L33	52.55'	N25° 35' 07"E
L34	37.52'	N66° 57' 39"E
L35	50.66'	N29° 59' 02"E
L36	73.49'	N01° 17' 46"W
L37	38.86'	S88° 17' 02"E
L38	174.83'	S00° 55' 17"E
L39	74.28'	S89° 15' 01"W



Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	331.23'	200.00'	094°53'24"	294.65'	N42°28'29"W
C2	15.32'	24.11'	036°24'39"	15.06'	S71°17'43"E
C3	484.33'	292.96'	094°43'27"	431.03'	S41°17'59"W

LEGAL DESCRIPTION & SKETCH "This is NOT a Boundary Survey"	Drawn by: DMT	Checked by: DMT	File name 8147	Date 8/18/25	Scale N/A	Drawing Name 8147-CE-Legal.dwg
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DAVID TAYLOR P.S.M. 5243



Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

Exhibit 3
Management Plan

Attachment: Seasons in the Sun-Summerfields CE Partial Release and Exchange (Seasons in the Sun)

MANAGEMENT PLAN

The total size of the amended Conservation Easement parcel is 25.52 acres. This area is being preserved as mitigation for the Summerfields project (SJRWMD Permit No. 65013-6) and will be placed under a perpetual regulatory conservation easement.

The preservation area consists of 22.43 acres of wetlands and 3.09 acres of uplands. The wetlands consist of a mixed forested wetland community dominated by red maple, cabbage palm, Brazilian pepper, Chinese tallow, Carolina willow, hackberry, laurel oak, sweet gum, southern red cedar, wax myrtle, cinnamon fern, and swamp fern. The uplands, located along the western and northern edge of the preservation area, are dominated by live oak, laurel oak, hickory, cabbage palm, cherry laurel, sweet gum, shiny coffee, elderberry, and poison ivy. Exotic/nuisance vegetation in the preservation area comprises approximately 20% coverage and consists mostly of Brazilian pepper and Chinese tallow which are found primarily on the northern portion of the preservation area.

The Grantor will conduct a one-time treatment of exotic/nuisance plants so that coverage does not exceed 5%. Exotic and nuisance vegetation, as defined by the most current Florida Invasive Species Council List of Invasive Plant Species, will be removed in a way to minimize damage to non-target sensitive vegetation. Exotic and nuisance plants will be treated by receiving a basal bark treatment and left in place. An appropriate approved herbicide will be utilized depending on site conditions at the time of treatment. The personnel implementing this work will be qualified to identify exotic and nuisance species, and qualified to recognize key protected species that occur in the local area in order to avoid damage to these species. The conservation area will be maintained by the Grantor or its successors and assigns at or below 5% exotic and nuisance species based on most recent Florida Invasive & Exotic Species list in perpetuity.

Prepared by:
Jon Shepherd
Atlantic Environmental of Florida, LLC
657 Montreal Avenue
Melbourne, FL 32935

Return original or certified recorded document to:
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177

Deed of Conservation Easement Standard

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this _____ day of _____, 2026, by Summerfields West, LLC ("Grantor") whose mailing address is 4760 N. US Highway 1, Suite 201, Melbourne, Florida 32935 to **St. Johns River Water Management District** ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Brevard County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 65013-7 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.



2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground; except that trail roads may be maintained to their preexisting condition. Authorized maintenance activities shall be limited to (i) removal of dead vegetation; (ii) necessary pruning and removal of hazardous trees and plants; (iii) the application of permeable materials necessary to impede erosion (e.g. sand, gravel, crushed stone); (iv) replacement of culverts; (v) grading of trail roads; (vi) maintenance of upland cut roadside ditches; (vii) controlled burning and fire line maintenance that is conducted in accordance with plans approved in writing by Grantee; (viii) maintenance or improvement of upland areas for scrub jay habitat preservation pursuant to the Environmentally Endangered Land Program Sanctuary Management Manual adopted by the Board of County Commissioners on August 6, 2019; and (ix) any additional maintenance activities specifically described and approved in writing by Grantee.
- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- c. Removing or destroying trees, shrubs, or other vegetation except exotic and nuisance plant species identified in the Florida Exotic Pest Plant Council's most recent List of Invasive Plants. In addition, Granter and its successors and assigns may undertake the following maintenance activities: (i) removal of dead vegetation; (ii) necessary pruning and removal of hazardous trees and plants; (iii) controlled burning and fire line maintenance that is conducted in accordance with plans approved in writing by Grantee; (iv) maintenance or improvement of upland areas for scrub jay habitat preservation pursuant to the Environmentally Endangered Land Program Sanctuary Management Manual adopted by the Board of County Commissioners on August 6, 2019; and (v) any additional maintenance activities specifically described and approved in writing by Grantee.

- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;
- g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
- h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Brevard County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Brevard County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Summerfields West, LLC ("Grantor") has hereunto set its authorized hand

this day of , 2026

Summerfields West, LLC,

A Florida corporation or Limited Liability Corporation (*choose one*)

By: _____
(Signature)

Name: Charles Genoni

Title: Authorized Member, Summerfields West, LLC

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Address: _____
(Print)

Address: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ (corporation), a Florida corporation, or _____ (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and that he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

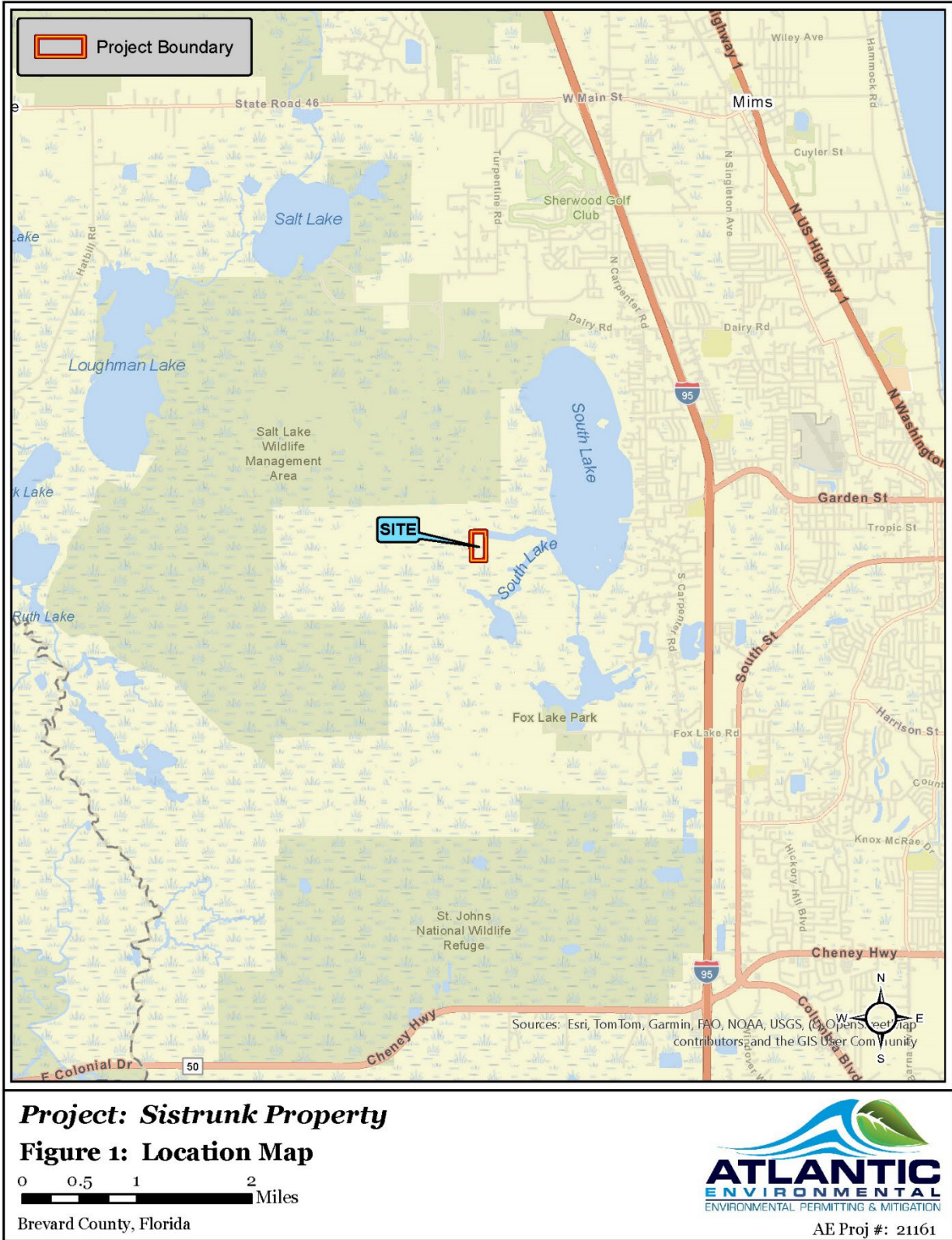
(Signature)

(Name)

My Commission Expires: _____

Attachment: Sistrunk Parcel 62-330_301_8_ce1_standard (Seasons in the Sun)

EXHIBIT A



Attachment: Sistrunk Parcel 62-330_301_8_ce1_standard (Seasons in the Sun)

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

*Legal Description & Sketch
for the Sistrunk Property in
Section 2, Township 22 South, Range 34 East
Indian River County, Florida
Sheet 1 of 2, Not Valid Without All Sheets*

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 2, TOWNSHIP 32 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2.

SURVEYORS NOTES

- 1) BY SIGNING AND SEALING THIS DESCRIPTION I HEREBY CERTIFY THAT THE DESCRIPTION OF THE PROPERTY DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND THAT SAID DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THE THE DESCRIPTION AND SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE APPLICABLE STANDARDS OF PRACTICE REQUIREMENTS FOR A DESCRIPTION AND SKETCH AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS FIRM.
- 2) THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.

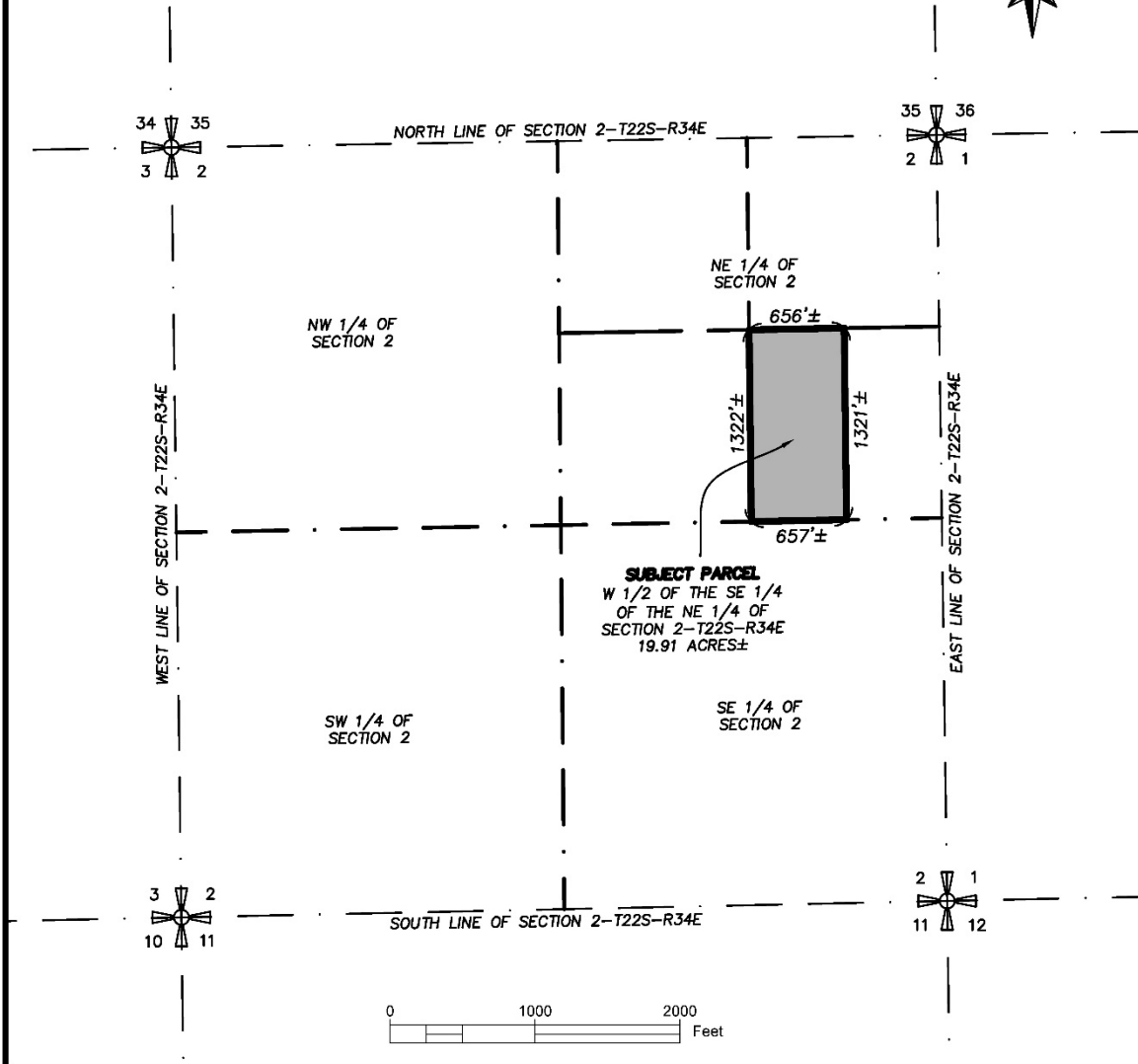
LEGEND

N NORTH
 S SOUTH
 E EAST
 W WEST
 00-TOOS-ROOE SECTION-TOWNSHIP-RANGE



LEGAL DESCRIPTION & SKETCH "This is NOT a Boundary Survey"		Drawn by: BMM	Checked by: DMT	File name 9070	Date 3/19/26	Scale N/A	Drawing Name 9070.dwg
	Masteller, Moler & Taylor, Inc. PROFESSIONAL SURVEYORS AND MAPPERS LAND SURVEYING BUSINESS #4644 1655 27th Street, Suite 2 Vero Beach, Florida 32960 Phone: (772) 564-8050 Fax: (772) 794-0647			DAVID TAYLOR P.S.M. 5243		 (SEAL)	

Attachment: Sistrunk Parcel 62-330_301_8_ce1_standard (Seasons in the Sun)

**Legal Description & Sketch
for the Sistrunk Property in
Section 2, Township 22 South, Range 34 East
Indian River County, Florida**
Sheet 2 of 2, Not Valid Without All Sheets



SUBJECT PARCEL
W 1/2 OF THE SE 1/4
OF THE NE 1/4 OF
SECTION 2-T22S-R34E
19.91 ACRES±

LEGAL DESCRIPTION & SKETCH "This is NOT a Boundary Survey"		Drawn by: BMM	Checked by: DMT	File name 9070	Date 3/19/26	Scale N/A	Drawing Name 9070.dwg
 <p>Masteller, Moler & Taylor, Inc. PROFESSIONAL SURVEYORS AND MAPPERS LAND SURVEYING BUSINESS #4644 1655 27th Street, Suite 2 Vero Beach, Florida 32960 Phone: (772) 564-8050 Fax: (772) 794-0647</p>		 <p>DAVID TAYLOR P.S.M. 5243 (SEAL)</p>					

Attachment: Sistrunk Parcel 62-330_301_8_ce1_standard (Seasons in the Sun)

EXHIBIT C

[MANAGEMENT PLAN]

The parcel will be managed in accordance with the Fox Lake Sanctuary Management Plan, as limited by the conservation easement.

Attachment: Sistrunk Parcel 62-330_301_8_ce1_standard (Seasons in the Sun)



**AGENDA REQUEST FOR
GOVERNING BOARD MEETING
April 14, 2026**

MEMORANDUM

TO: Governing Board

THROUGH: Michael A. Register, P.E.
Executive Director

FROM: Trina Vielhauer, Deputy
Office of Chief of Staff

SUBJECT: District Procurement Overview

FOR INFORMATION
Staff will provide an overview of the District's Procurement Procedures.



**AGENDA REQUEST FOR
GOVERNING BOARD MEETING
April 14, 2026**

MEMORANDUM

TO: Governing Board
FROM: Michael A. Register, P.E.
Executive Director
SUBJECT: Public Comment

FOR INFORMATION
Public Comment.



**AGENDA REQUEST FOR
GOVERNING BOARD MEETING
April 14, 2026**

MEMORANDUM

TO: Governing Board

THROUGH: Michael A. Register, P.E.
Executive Director

FROM: Heather Barnes, Executive Assistant
Executive Office

SUBJECT: Approval of Minutes

RECOMMENDATION
Approve minutes of the March 10, 2026 Governing Board Meeting.



St. Johns River Water Management District

GOVERNING BOARD MEETING MINUTES

March 10, 2026
SJRWMD District Headquarters
4049 Reid Street
Palatka, FL 32177

Call to Order

Chair Bradley called the Governing Board meeting to order at 10:02 a.m. and led the pledge of allegiance.

The agenda items were called in the following order: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16, 17, and 18.

Attendance

Present:

Rob Bradley (Chair)
Maryam Ghyabi-White (Vice Chair)
Cole Oliver (Treasurer)
Chris Peterson (Secretary)
Doug Bournique
Doug Burnett

Telephonically:

Ryan Atwood
Ron Howse
Janet Price

Tuesday, March 10, 2026

Governing Board Meeting - 10:00 a.m.

Agenda Item 1. For Information: Employee Awards.

EMPLOYEE OF THE MONTH

Andrew Adkins
Senior Trades Worker
Bureau of Transportation and Facilities

5-YEAR SERVICE AWARDS

Tanya Alvarez
Supervising Regulatory Scientist
Division of Regulatory Services

10-YEAR SERVICE AWARDS

Nigel Greig
Senior Design Technician
Bureau of District Projects and Construction

Heather Middleton
Records and Information Manager
Office of Records and Regulatory Support

25-YEAR SERVICE AWARDS

Jo Ann Fuqua
Senior Records Information Specialist
Office of Records and Regulatory Support

Agenda Item 2. Consideration: Approve Consent Agenda items.

Items Recommended for approval on Consent Agenda by Chair Bradley

Items 11 – 15 were recommended for approval on the Consent Agenda.

A MOTION WAS MADE BY DOUG BOURNIQUE TO APPROVE THOSE ITEMS RECOMMENDED FOR APPROVAL ON THE CONSENT AGENDA, SECONDED BY COLE OLIVER. MOTION CARRIED UNANIMOUSLY.

Agenda Item 3. For Information: The Hydrologic Conditions Report.

Tim Miller, Chief, Bureau of Water Resource Information, gave a PowerPoint presentation describing the hydrologic conditions for February 2026. A copy of the presentation has been made a permanent part of the record.

Speaker:

David Gore, Citizen

Tuesday, March 10, 2026

Agenda Item 4. Consideration: Authorize actions related to Water Shortage Declarations and Rescissions.

Clay Coarsey, Director, Division of Water Supply Planning and Assessment, gave a PowerPoint presentation. A copy of the presentation has been made a permanent part of the record.

A MOTION WAS MADE BY COLE OLIVER TO APPROVE STAFF RECOMMENDATION MODIFIED TO REQUIRE BOARD CONSIDERATION TO ENTER PHASE IV OR GREATER WATER SHORTAGE, SECONDED BY MARYAM GHYABI-WHITE. MOTION CARRIED UNANIMOUSLY.

Agenda Item 5. Consideration: Approve a proclamation declaring April 2026 as Water Conservation Month.

Gretchen Smith, Water Conservation Coordinator, Bureau of Water Supply Planning, gave a PowerPoint presentation. A copy of the presentation has been made a permanent part of the record.

A MOTION WAS MADE BY CHRIS PETERSON TO APPROVE RECOMMENDATION, SECONDED BY DOUG BURNETT. MOTION CARRIED UNANIMOUSLY.

Agenda Item 6. Consideration: Approve a proclamation declaring April 2026 as Springs Protection Awareness Month.

Erich Marzolf, Director, Division of Water Resources, gave a PowerPoint presentation. A copy of the presentation has been made a permanent part of the record.

A MOTION WAS MADE BY DOUG BURNETT TO APPROVE RECOMMENDATION, SECONDED BY CHRIS PETERSON. MOTION CARRIED UNANIMOUSLY.

Agenda Item 7. Consideration: Approve a proclamation declaring March 16 – 20, 2026, as Government Finance Professionals Week.

Greg Rockwell, Finance Director, Office of Financial Services, gave a PowerPoint presentation. A copy of the presentation has been made a permanent part of the record.

A MOTION WAS MADE BY MARYAM GHYABI-WHITE TO APPROVE RECOMMENDATION, SECONDED BY COLE OLIVER. MOTION CARRIED UNANIMOUSLY.

Agenda Item 8. Consideration: Approve award and authorize the Executive Director to negotiate and execute a contract not-to-exceed \$ 4,500,000 with Sea & Shoreline LLC, the lowest responsible and responsive bidder, for planting specified native submerged aquatic vegetation in designated areas of Lake Apopka and to take other necessary actions to implement the project.

Dean Dobberfuhr, Chief, Bureau of Environmental Sciences, gave a PowerPoint presentation. A copy of the presentation has been made a permanent part of the record.

Tuesday, March 10, 2026

Speakers:

Leonard Collins, Aqua Tech Eco Consultants, LLC
Ryan Brushwood, Sea & Shoreline LLC

Chair Bradley called a brief recess at 11:17 a.m.

Chair Bradley reconvened the Governing Board Meeting at 11:23 a.m.

Erin Preston, General Counsel, provided additional information regarding the proposed procurement action.

AFTER DISCUSSION BY THE BOARD A MOTION WAS MADE BY DOUG BURNETT TO APPROVE RECOMMENDATION, SECONDED BY DOUG BOURNIQUE. MOTION CARRIED UNANIMOUSLY.

Agenda Item 9. Consideration: Authorize the Executive Director to negotiate and execute no-cost time extensions for two cost-share agreements.

John Juilianna, Chief, Bureau of Basin Management and Project Development, gave a PowerPoint presentation. A copy of the presentation has been made a permanent part of the record.

A MOTION WAS MADE BY DOUG BOURNIQUE TO APPROVE RECOMMENDATION, SECONDED BY COLE OLIVER. MOTION CARRIED UNANIMOUSLY.

Agenda Item 10. For Information: Public Comment.

Speakers:

David Gore, Citizen
Tim Houghtaling, Citizen

Consent Agenda

Agenda Item 11. Consideration: Approve minutes of the February 10, 2026 Governing Board Meeting.

Approved (see agenda item #2).

Agenda Item 12. Consideration: Approve the Treasurer's Financial Report dated January 31, 2026.

Approved (see agenda item #2).

Tuesday, March 10, 2026

Agenda Item 13. Consideration: Approve the FY 2024-25 Annual Comprehensive Financial Report and External Audit Report (ACFR) and authorize its distribution in accordance with legal requirements.

Approved (see agenda item #2).

Agenda Item 14. Consideration: Approve award and authorize the Executive Director to: 1) negotiate and execute three-year contracts with the lowest responsible and responsive bidder for each region for Invitation for Bids (IFB) #41836 for Fiscal Year 2026 District Contract Service Mowing and IFB #41837 for Fiscal Year 2026 District Contract Large Machine Mowing with a shared funding cap of \$1,740,000, and 2) execute all related budget transfers.

Approved (see agenda item #2).

Agenda Item 15. Consideration: Authorize Publication of Notices of Proposed Rule in the Florida Administrative Register to Complete Rulemaking to: (1) Amend Rules Listed in the Statutory Rule Review Report, and (2) Amend Water Well-Related Rules in Chapters 40C-1, 40C-2, and 40C-3 of the Florida Administrative Code (F.A.C.); and Approve Proposed Statement of Estimated Regulatory Costs (SERC).

Approved (see agenda item #2).

Other Items and Reports

Agenda Item 16. For Information: Pending litigation - significant events or significant status changes.

Erin Preston, General Counsel, reported on the following:

- Joseph Elder v. Finley Woods Community Development District, SJRWMD
- Nathan and Christy Barnett v. Brevard County, SJRWMD
- SJRWMD v. Michael Fortin, Carolina Fortin, Amanda Alderman

Agenda Item 17. For Information: Governing Board comments.

Vice Chair Ghyabi-White proposed staff provide an overview of the District's procurement process as well as the processes used by other water management districts and the Florida Department of Transportation. She suggested that Governing Board member Ron Howse work with staff to develop recommendations for improvement of District procurement procedures.

After some discussion, Chair Bradley directed staff to provide a presentation at the next governing board meeting on procurement procedures at the District. The board could then have a discussion about what process will be used to review District procurement processes and develop recommendations for improvement.

Tuesday, March 10, 2026

Agenda Item 18. For Information: Executive Director's Report and Calendar.

Executive Director's report:

- Land Management staff finished restoring native groundcover at Longleaf Flatwoods Reserve.
- District staff installed utility poles to support new solar lighting at the Headwaters overflow parking area.
- District staff presented at the Indian River Lagoon Symposium at Florida Atlantic University's Harbor Branch Oceanographic Institute.
- District staff have been participating in community outreach by attending Central Florida Fire Fest and the Manatee Festival.
- Kim Ponzio was featured in the 2026 World Wetlands Day exhibit in Orlando.

Calendar of Upcoming Meetings/Events:

April 14 Governing Board Meeting

Meeting adjourned at 12:11 p.m. - no conflicts declared.



AGENDA REQUEST FOR GOVERNING BOARD MEETING April 14, 2026

MEMORANDUM

TO: Governing Board

THROUGH: Michael A. Register, P.E.
Executive Director

FROM: Trina Vielhauer, Deputy
Office of Chief of Staff

SUBJECT: Treasurer's Financial Report

RECOMMENDATION

Approve the Treasurer's Financial Report dated February 28, 2026.

BACKGROUND

Monthly Financial Reports

DISCUSSION

Financial Highlights for February 28, 2026 Financial Report

- Five months or 41.7% through the fiscal year
- \$ 49.01 million or 13.3% of the budget has been expended
- \$ 62.10 million or 16.8% of the budget has been encumbered
- \$ 111.11 million or 30.1% of the budget has been expended and encumbered
- \$ 368.81 million revised budget
- \$ 257.69 million unexpended and unencumbered
- The District's total fund balance for the last five years as of the end of February follows:

<u>02/28/22</u>	<u>02/28/23</u>	<u>02/29/24</u>	<u>02/28/25</u>	<u>02/28/26</u>
\$207,000,279	\$220,134,305	\$235,187,850	\$227,785,507	\$248,825,760
10.2%	6.3%	6.8%	-3.1%	9.2%

- The District's total expenditures for the last five years as of the end of February follows:

<u>02/28/22</u>	<u>02/28/23</u>	<u>02/29/24</u>	<u>02/28/25</u>	<u>02/28/26</u>
\$38,166,952	\$39,094,219	\$61,356,441	\$47,255,901	\$49,011,843
2.5%	2.4%	56.9%	-23.0%	3.7%

- Revenue by source, fiscal year to date, February 28, 2026:

	Revised Budget	Collected Revenue	FYTD % of Budget	% Expected
Ad Valorem Property Taxes	\$ 116,329,485	\$ 98,700,776	84.8%	88.3%
Intergovernmental Revenues	176,862,312	5,272,814	3.0%	.
Investment Interest	1,290,000	2,904,486	225.2%	N/A
Unrealized Gains/Premiums**	-	1,043,734	N/A	N/A
Licenses and Permit Fees	2,275,000	963,295	42.3%	39.1%
Lease & Timber Sales	1,599,400	8,905,472	556.8%	36.7%
Other	309,040	253,312	82.0%	N/A
	<u>\$ 298,665,237</u>	<u>\$ 118,043,889</u>	<u>39.5%</u>	

** Due to adjusting value of investment portfolio to market resulting in unrealized gains, which are not expected to be realized and are not budgeted.

Legend: <10 11-20 >= 20 N/A

N/A: Activity / expenditure driven

- All funds by major category, fiscal year to date, February 28, 2026:

	Revised Budget	Expenditures	FYTD % of Budget	% Time
Salaries and Benefits	\$ 65,873,425	\$ 24,644,487	37.4%	41.7%
Contracted Services	41,278,814	6,035,750	14.6%	41.7%
General Expenses	12,184,006	4,928,887	40.5%	41.7%
Materials and Supplies	5,683,448	1,300,954	22.9%	41.7%
Operating Capital Outlay	6,503,335	1,983,203	30.5%	41.7%
Fixed Capital Outlay	125,499,234	7,524,035	6.0%	41.7%
Land Acquisition	24,205,732	276,829	1.1%	41.7%
Cooperative Funding	86,853,460	2,317,698	2.7%	41.7%
Debt Services	723,751	-	0.0%	41.7%
	<u>\$ 368,805,205</u>	<u>\$ 49,011,843</u>	<u>13.3%</u>	<u>41.7%</u>

Legend: <10 11-20 >= 20

The top ten vendor payments made in the month of February are as follows:

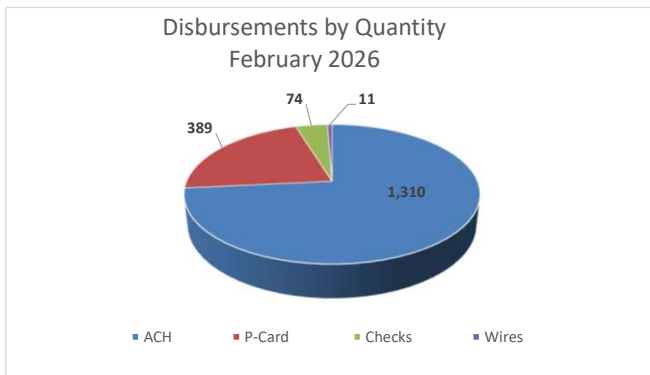
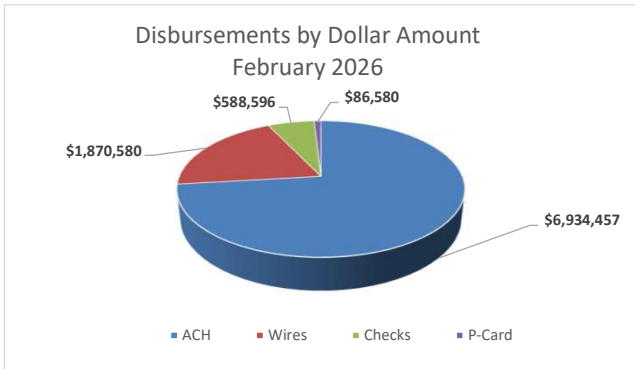
1. \$ 1,061,367 Cone & Graham, Inc. - Crane Creek M-1 Canal Flow Restoration
2. \$ 868,201 SWIG Black Creek, LLC - Black Creek Passive Media Filtration Technology Water Treatment
3. \$ 180,154 City of Hawthorne - Wastewater Treatment Facility Rehabilitation REDI/Innovative
4. \$ 176,122 Dewberry Engineers, Inc. - 2025 Indian River Lagoon Seagrass Mapping
5. \$ 173,639 Wesley Wells Farms, LLC - Tri-County Agricultural Area (TCAA) Water Management Partnership
6. \$ 157,855 Diamondback Airboats - Purchase of 14' x 8' Airboat with trailer and 16' x 8' Airboat with trailer
7. \$ 156,952 Complete Services Well Drilling, Inc. - Artesian Well Plugging Services
8. \$ 154,792 Westwind Contracting, Inc. - Black Creek Water Resource Development Aquifer Recharge Area Project and Screen Concrete Rubble at the Apopka Rework Site
9. \$ 133,125 Mike Revels Farms, LLC - Agricultural Cost Share with Mike Revels Farms, LLC
10. \$ 128,005 Partridge Well Drilling Co Inc. - Water Well Construction Service - Lower Floridan

- Attached (at the end of the Treasurer's Report) are two three-year bar graphs representing total revenues and total expenditures for the period ending February 28, a bar graph representing total PCard activity for the months of February 2025 through January 2026, two PCard pie charts representing January 2026 transactions by dollar threshold and spend by Division.

**Financial Report
Delegated Disbursements per FS 373.553
For the Month Ending February 28, 2026
UNAUDITED**

Paper:		
Check numbers 225070 through 225143		\$ 588,596
Electronic:		
Electronic funds transfers (ACH) to vendors transaction numbers 67489 to 67747		4,606,762
Payroll disbursements, net plus withholding and match (Checks \$0, Wire \$736,929 and ACH \$2,327,695)		3,064,624
P-Card		86,580

<u>Wire transfer details:</u>	<u>Description</u>	
Engie	Utility Bills	2,712
Dept of Revenue	FRS Retirement - State of Florida	871,384
Duke Energy	Invoice #F5940781101	28,368
Engie	Utility Bills	13,630
Empower	Deferred Comp	83,852
Engie	Utility Bills	37,306
Engie	Utility Bills	1,961
Empower	Deferred Comp	83,812
Engie	Utility Bills	10,626
		1,133,651
		<u>\$ 9,480,213</u>



Cole Oliver, Treasurer

Date

Attachment: Treasurer's Report - Feb-26 (Treasurer's Report)

**St. Johns River Water Management District
Balance Sheet -- Governmental Funds
February 28, 2026**

	<u>General Fund</u>	<u>Special Revenues Fund</u>	<u>Capital Projects Fund</u>	<u>Total All Funds</u>
<u>Assets</u>				
Cash & Investments	\$ 171,705,466	\$ 40,795,583	\$ 29,470,523	\$ 241,971,572
Lease & Interest Receivable	789,678	1,943,588	-	2,733,266
Due from Special Revenues Fund	14,765,493	-	-	14,765,493
Inventory	819,185	-	-	819,185
Due from other Governmental Agencies	203,268	14,765,493	-	14,968,761
Other Assets	63,958	-	-	63,958
Total Assets	\$ 188,347,048	\$ 57,504,664	\$ 29,470,523	\$ 275,322,235
<u>Liabilities</u>				
Accounts Payable and Accrued Expenses	\$ 2,703,709	\$ 4,057,330	\$ 919,304	\$ 7,680,343
Due to General Fund	-	14,765,493	-	14,765,493
Unearned Revenue	-	2,307,271	-	2,307,271
Total Liabilities	2,703,709	21,130,094	919,304	24,753,107
<u>Deferred Inflows of Resources</u>				
Unavailable Revenue-Property Taxes/Leases	168,701	1,574,667	-	1,743,368
Total Deferred Inflows of Resources	168,701	1,574,667	-	1,743,368
<u>Fund Balances</u>				
Nonspendable:				
Inventory/Prepays	883,143	-	-	883,143
Spendable:				
Restricted:	-	24,863,403	-	24,863,403
Committed:	107,121,387	9,936,500	28,003,701	145,061,588
Assigned:	8,604,009	-	547,518	9,151,527
Unassigned:	68,866,099	-	-	68,866,099
Total Fund Balance	185,474,638	34,799,903	28,551,219	248,825,760
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 188,347,048	\$ 57,504,664	\$ 29,470,523	\$ 275,322,235

Attachment: Treasurer's Report - Feb-26 (Treasurer's Report)

Unaudited - For Management Purposes Only

St. Johns River Water Management District
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Five Month Period Ending February 28, 2026

	<u>General Fund</u>	<u>Special Revenues Fund</u>	<u>Capital Projects Fund</u>	<u>Actual Year to Date</u>
Revenue				
District Sources:				
Ad Valorem Taxes	\$ 98,700,776	\$ -	\$ -	\$ 98,700,776
Investment Earnings	2,651,839	252,647	-	2,904,486
Unrealized Gains & Amortization of Premiums	878,846	164,888	-	1,043,734
Local Mitigation	-	13,384	-	13,384
Licenses and Permits	963,295	-	-	963,295
Lease and Timber Sales	-	8,905,472	-	8,905,472
Fines and Other Assessments	35,000	-	-	35,000
Other	85,426	-	-	85,426
State Sources:				
Dept. of Environmental Protection	-	5,032,956	-	5,032,956
Dept. of Transportation	-	14,322	-	14,322
Fish & Wildlife Conservation Comm.	-	81,895	-	81,895
Federal Sources:				
U.S. Department of Commerce	-	1,312	-	1,312
U.S. Department of the Interior/Fish & Wildlife	-	24,995	-	24,995
Local/Other Sources:				
Cities & Counties	-	117,334	-	117,334
Suwannee River WMD	-	92,782	-	92,782
Northwest WMD	-	18,720	-	18,720
South FL WMD	-	8,000	-	8,000
Total Revenues	103,315,182	14,728,707	-	118,043,889
Expenditures				
Water Resources Planning & Monitoring	8,367,784	264,209	-	8,631,993
Acquisition, Restoration & Public Works	6,465,089	3,182,176	4,363,776	14,011,041
Operation & Maintenance of Lands & Works	8,454,639	2,237,454	165,675	10,857,768
Regulation	7,157,691	23,363	-	7,181,054
Outreach	837,485	1,863	-	839,348
District Management & Administration	7,473,512	17,127	-	7,490,639
Total Expenditures	38,756,200	5,726,192	4,529,451	49,011,843
Other Financing Sources/Uses:				
Net Transfer In/Out from Sale of Capital Assets	11,105	-	-	11,105
Total Other Financing Sources	(1,201,488)	(175,868)	1,500,000	122,644
Net Change in Fund Balance	63,357,494	8,826,647	(3,029,451)	69,154,690
Fund Balance, beginning of year	122,117,144	25,973,256	31,580,670	179,671,070
Fund Balance, as of February 28, 2026	\$ 185,474,638	\$ 34,799,903	\$ 28,551,219	\$ 248,825,760

Attachment: Treasurer's Report - Feb-26 (Treasurer's Report)

**Treasurer's Report
Changes in Cash and Investments
For the Month Ending February 28, 2026**

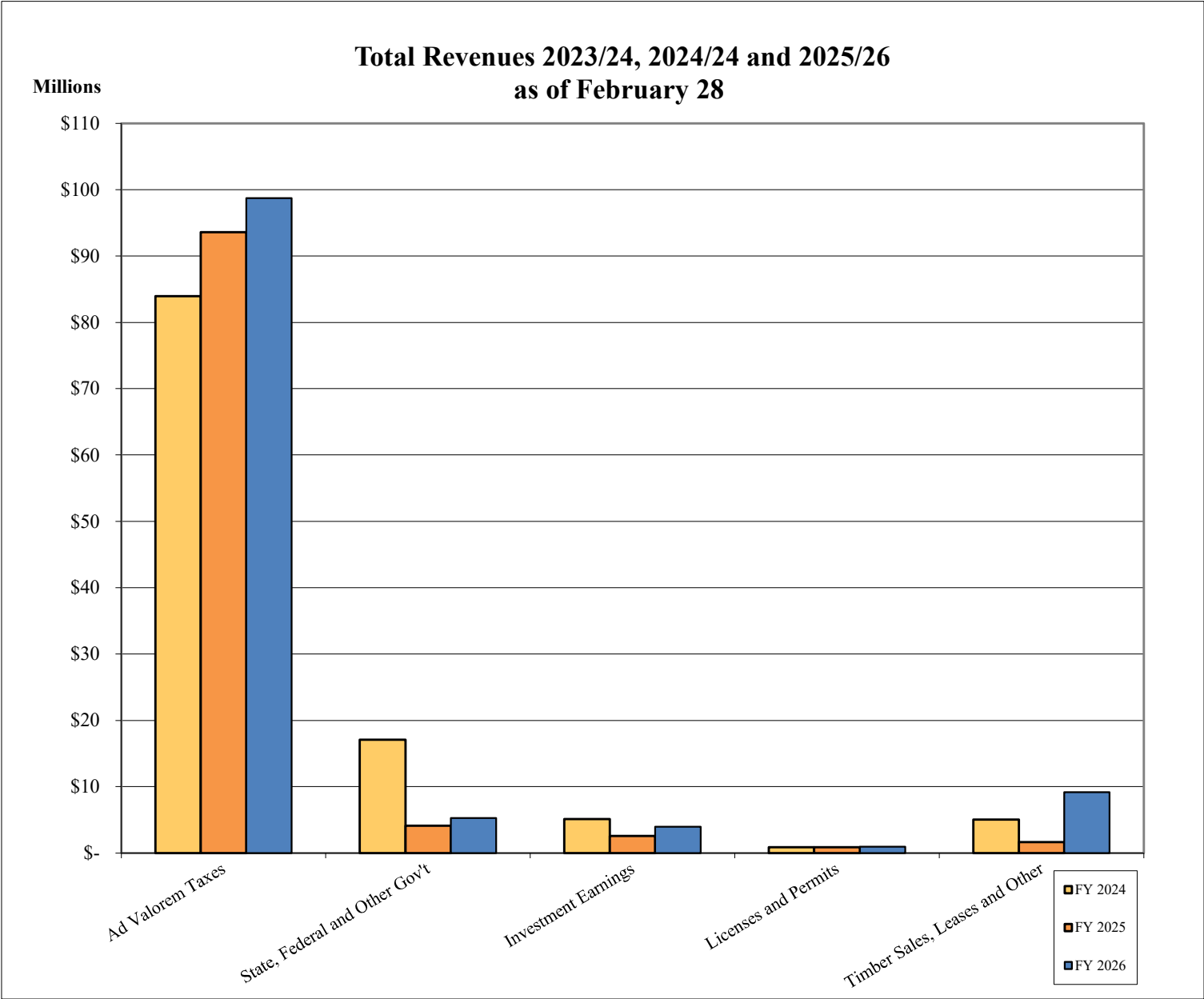
Beginning balances, February 1, 2026		
General Fund	\$ 159,670,988	
Special Revenue Funds	41,185,398	
Capital Projects Funds	30,351,383	
		\$ 231,207,769
Receipts		19,513,427
Disbursements:		
* Accounts payable	(6,415,589)	
* Net payroll and related match	(3,064,624)	
Total disbursements		(9,480,213)
Changes in Investments:		
Unrealized gain (loss) on investments		651,144
Realized gain (loss) on investments		7,220
Amortization of premium/discounts		72,225
		72,225
Ending balances, February 28, 2026		
General Fund	171,705,466	
Special Revenue Funds	40,795,583	
Capital Projects Funds	29,470,523	
		\$ 241,971,572
Total cash and investments, as of February 28, 2026		
		\$ 241,971,572
Cash and investments classified as:		
	Yield as of end of month	
Cash in bank - TD Bank	3.50%	\$ 350,596
** Securities - Long Term Investments - Chandler	3.78%	104,140,730
** Securities - Endowment - Chandler	4.06%	16,535,526
Securities - Pablo Creek - Chandler	4.06%	7,275,999
Money market funds - Chandler	2.79%	298,258
Money market funds - Endowment - Chandler	2.79%	165,209
Money market funds - Pablo Creek - Chandler	2.79%	736,614
State Board of Administration Pooled Cash - FL PRIME	3.99%	112,468,640
		\$ 241,971,572

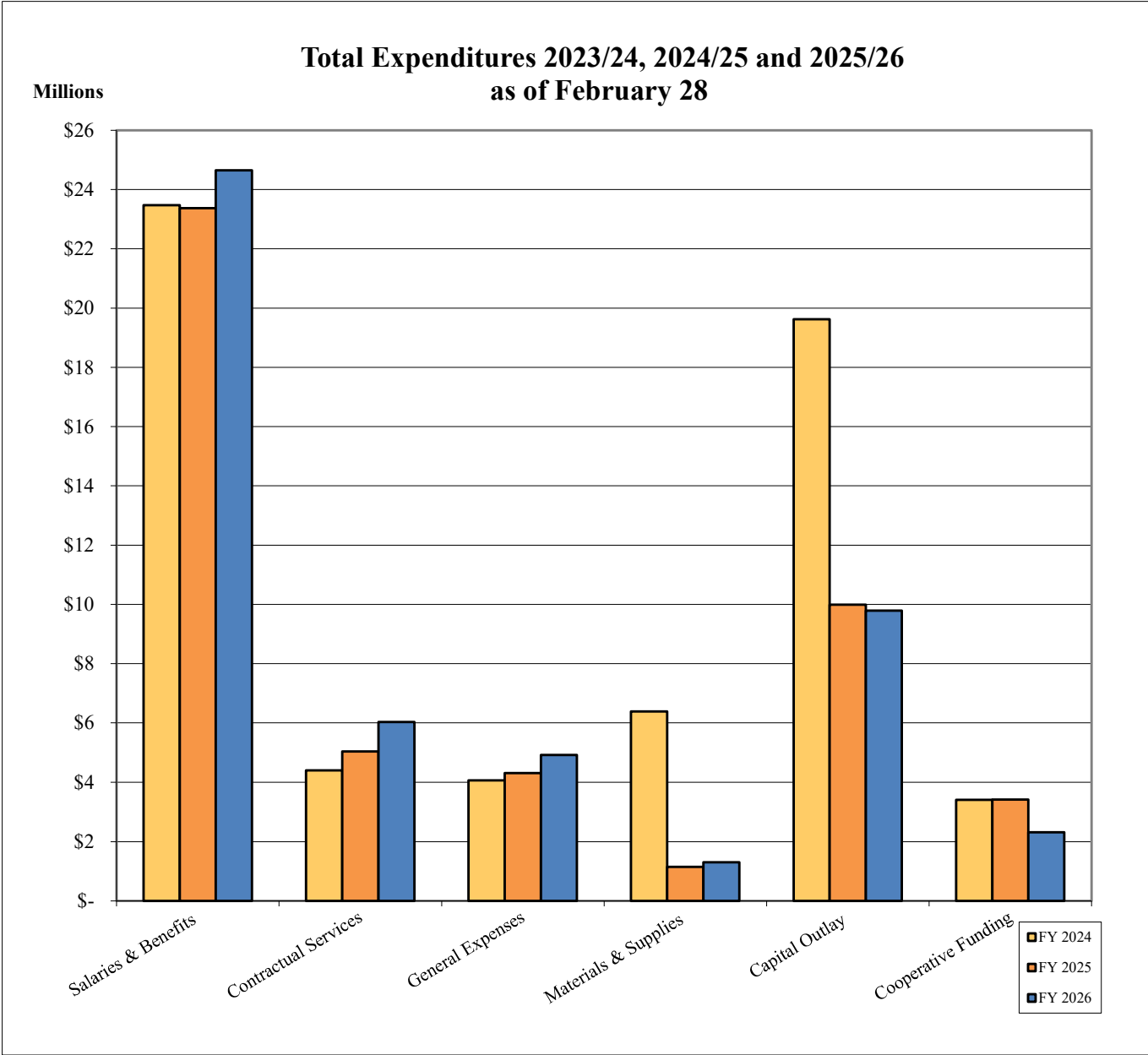
Securities Revenue: Securities are managed pursuant to an agreement with Chandler Asset Management. At February 28, 2026, the original cost of the investment portfolio including money markets funds was \$127,800,169 and the market value was \$129,152,336 resulting in a life-to-date unrealized gain of \$1,352,167. For the month ending February 2026, the portfolio had earned interest of \$643,020 with an unrealized gain of \$651,144, realized gain of \$7,220, amortization of premiums/discounts of \$72,225 and investment fees of (\$7,282). Fiscal year to date return on investments, net of unrealized gains, amortization, and investment fees is \$3,948,220.

* see attached detail of disbursements by type

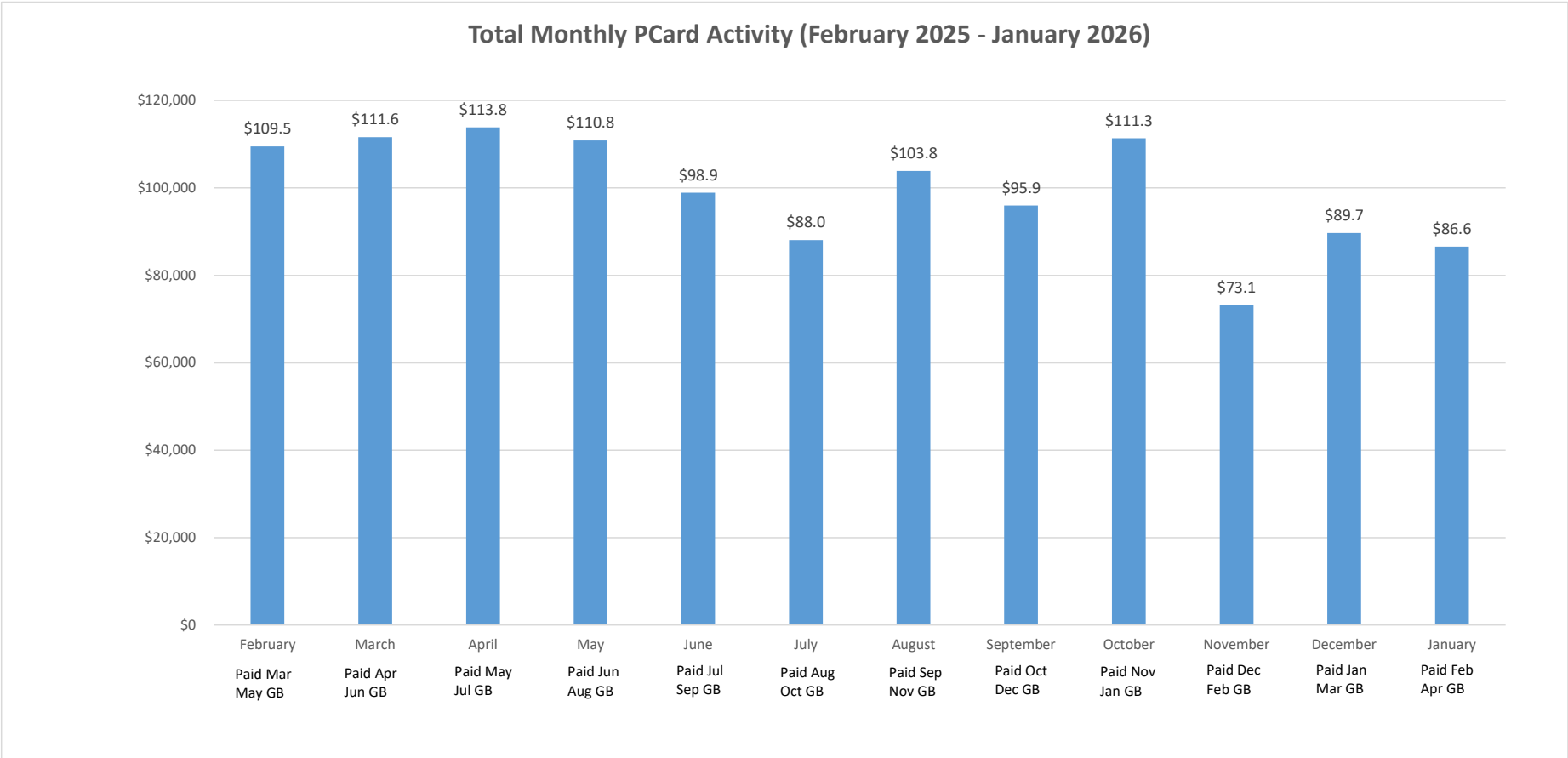
** reported yield per Chandler quarterly Performance Review as December 31, 2025 -Yield to Maturity at Cost

Attachment: Treasurer's Report - Feb-26 (Treasurer's Report)

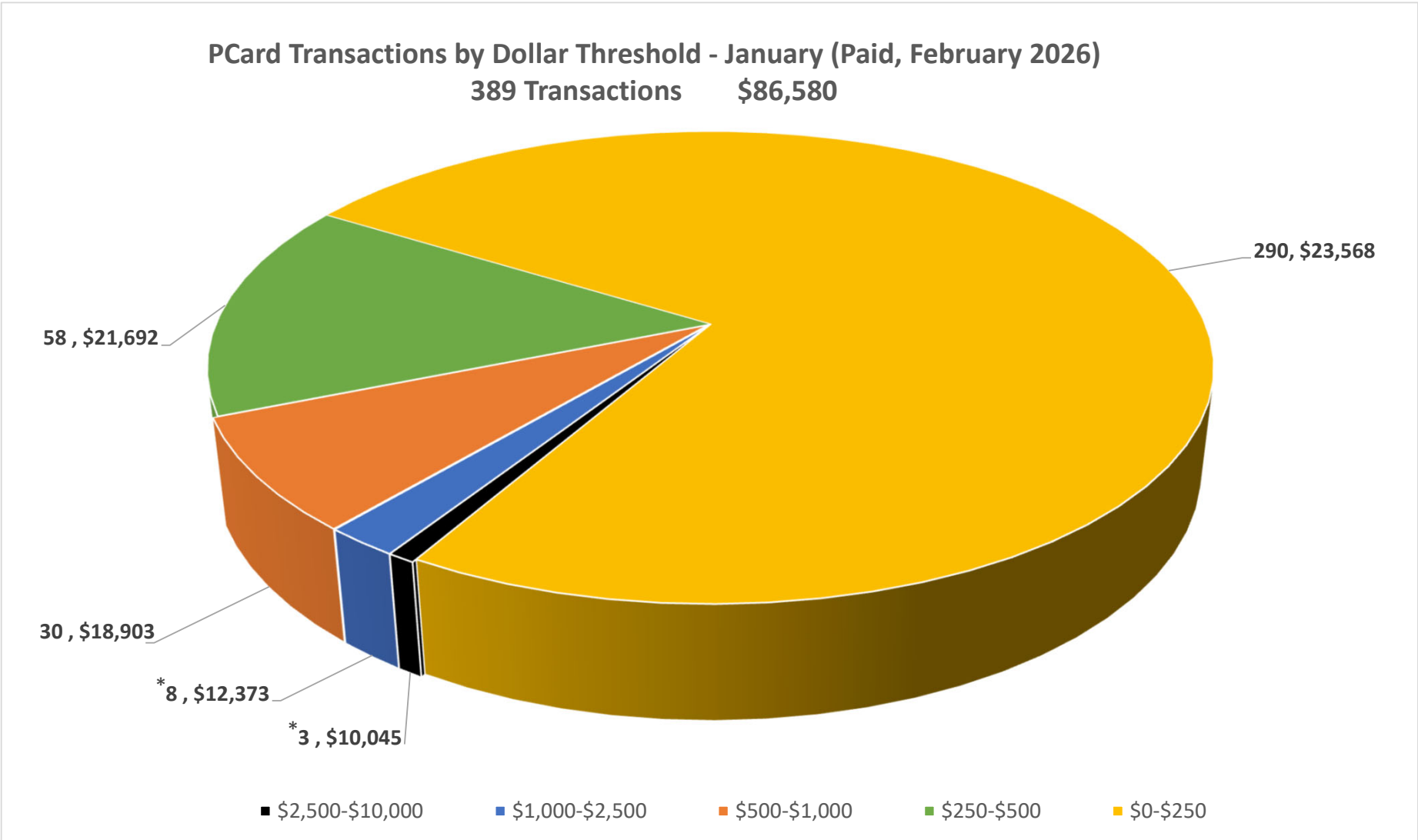




Attachment: Governing Board Charts - Feb-26 (Treasurer's Report)

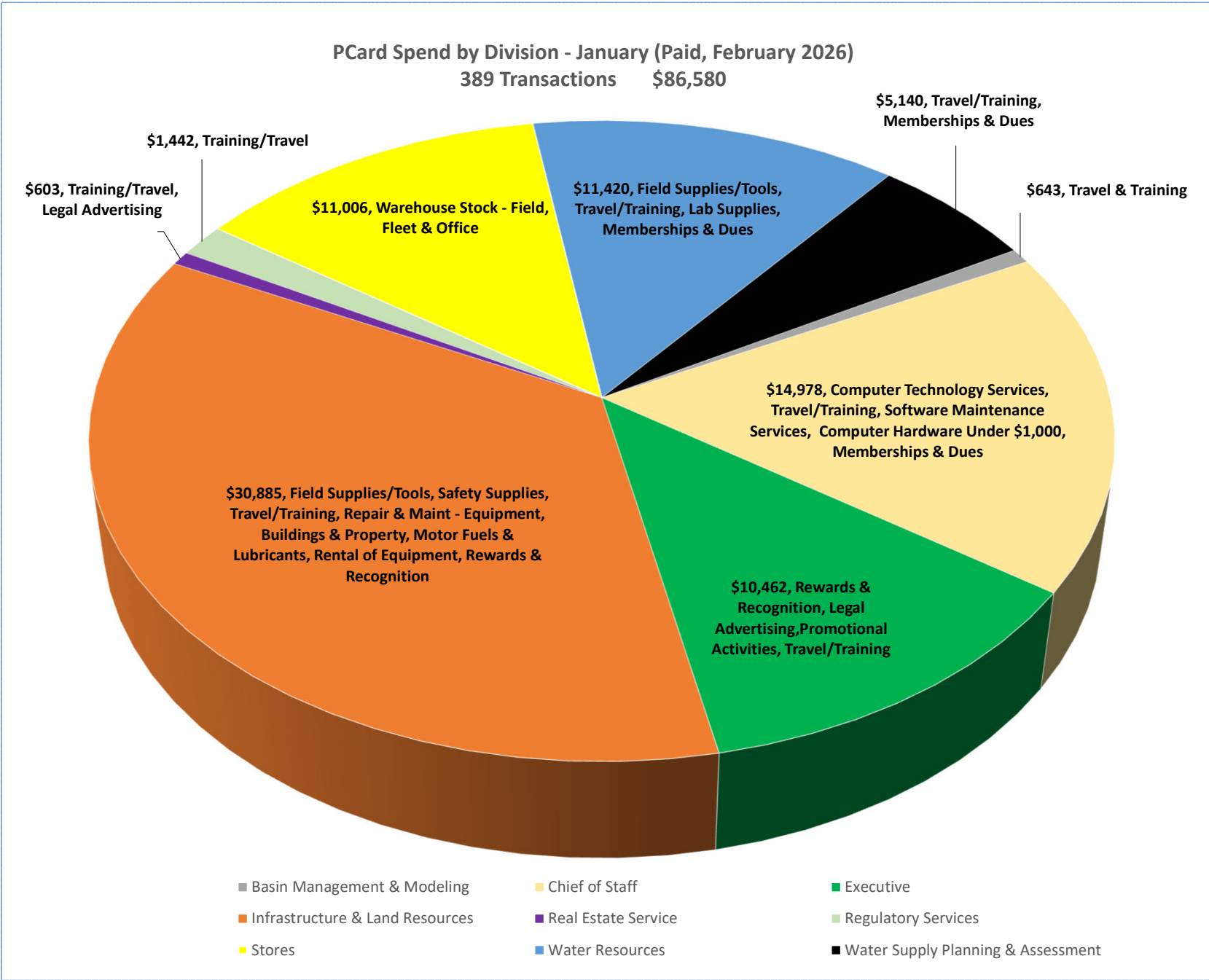


Attachment: Governing Board Charts - Feb-26 (Treasurer's Report)



Attachment: Governing Board Charts - Feb-26 (Treasurer's Report)

*Purchasing card transactions that exceed \$1,000 included:
\$8,763.64 - Warehouse Stock - Field, Fleet & Office
\$5,554.75 - Information Technology - Software Maintenance Services
\$5,013.62 - Human Resources - Employee Recruitment and Recognition
\$2,020.80 - Operations and Maintenance - Field Supplies
\$1,064.62 - Information Technology - Computer Technology Services



Attachment: Governing Board Charts - Feb-26 (Treasurer's Report)



AGENDA REQUEST FOR GOVERNING BOARD MEETING April 14, 2026

MEMORANDUM

TO: Governing Board

THROUGH: Michael A. Register, P.E.
Executive Director

FROM: Dale Jenkins, P.G., Director
Division of Infrastructure and Land Resources

SUBJECT: Management Plan Update for Salt Lake Wildlife Management Area

RECOMMENDATION

Approve the 2026–2036 Management Plan update for Salt Lake Wildlife Management Area in Brevard County.

BACKGROUND

The Salt Lake Wildlife Management Area 10-Year Management Plan (MP) provides guidance for land management activities within Salt Lake Wildlife Management Area (SLWMA) over the next 10 years. The MP was developed by the Florida Fish and Wildlife Conservation Commission (FWC) in accordance with Chapters 253 and 259, Florida Statutes. This plan updates the July 2016 Governing Board-approved MP.

Located in Brevard County, the SLWMA is comprised of four tracts. The St. Johns River Water Management District (District) has either full- or partial-fee interest in four parcels of the Main Tract, totaling 5,265.69 acres (Figure 1); the entire conservation area totals 6,729 acres. Under the terms of both a 2002 lease agreement and a 2023 cooperative agreement, the FWC has lead management authority for all resources within the SLWMA Main Tract. Acquisition funding sources for the SLWMA include the Save our Rivers Program, Preservation 2000, Conservation and Recreational Lands, and donation.

Parcel acquisitions for SLWMA were, and future considerations for acquisition will be, consistent with the goals of the Upper St. Johns River Basin as set forth in the District’s Five-Year Strategic Plan. Goals of the MP are habitat restoration and improvement; public access and recreational opportunities; hydrological preservation and restoration; invasive and non-native species maintenance and control; and imperiled species habitat maintenance, enhancement, and restoration.

DISCUSSION

A wide range of resource management actions are conducted in the SLWMA each year, including wildland fire and fuels management, invasive species maintenance and control, recreation management, and habitat restoration and enhancement.

The draft MP can be found here:

<https://aws.sjrwm.com/SJRWMD/lands/management/plans/Salt-Lake-WMA-Management-Plan-2026-2036.pdf>

The Executive Summary of the SLWMA MP is as follows:

Salt Lake Wildlife Management Area Management Plan Summary

Conservation Area Size: 6,729 acres

Date of Acquisition: Acquisition of parcels within the SLWMA began in 1982.

Date of Plan: February 2026

Major Basins: Upper St. Johns River

Planning Basins: Puzzle Lake

Location: The SLWMA includes four disjunct tracts spread throughout Brevard County. The Main Tract of the SLWMA is 4 miles west of Titusville and about 30 miles east of Orlando.

Funding Source: Acquisition funding sources for SLWMA include Save our Rivers Program, Preservation 2000, Conservation and Recreational Lands, and donation.

Management Partners: The SLWMA is managed as a wildlife management area, along with other compatible fish- and wildlife-focused recreational uses, by the FWC through both a lease and a cooperative agreement. The FWC has lead management authority for all resources within the established boundary.

Resource Protection and Management for SLWMA:

- **Water Resources** – Most water resource protection at the SLWMA was accomplished through protection of the area at acquisition. A Hydrological Needs Assessment was completed on the SLWMA in 2007. FWC staff will work toward implementing hydrological restoration and improvement activities as recommended by the area's assessment.
- **Forest Management and Restoration** – The FWC will continue to manage timber resources for wildlife benefits and natural community restoration. Management activities, including the use of timber thinning and harvesting, may be utilized.
- **Fire Management** – The FWC employs a fire management regime to maintain or increase species and plant diversity and will continue a prescribed burning program on the SLWMA in accordance with management objectives and the SLWMA Prescribed Fire Management Plan.
- **Flora and Fauna** – Across the SLWMA, the size and diversity of natural communities create a mosaic that supports a wide variety of fish and wildlife species, including imperiled, game, and non-game species. By managing the area's natural communities for locally important species, the area will benefit a host of other species that use these natural communities. Natural communities include basin marsh, marsh lake, mesic flatwoods, scrub, and wet flatwoods.
- **Cultural and Historical Resources** – A review of the Department of State Division of Historical Resources Master Site File indicates seven archaeological sites have been documented within the boundaries of the SLWMA.

Land Use Management:

- **Access** – Two designated entrances provide access to the main tract of the SLWMA.

- **Recreation** – The SLWMA is open to the public for recreation including hunting, fishing, hiking, bicycling, horseback riding, wildlife watching, photography, nature study, and other fish and wildlife-focused public recreation.
- **Security** – Maintenance of fence lines, parking areas, gates, and locks is conducted by the FWC. SLWMA managers coordinate with the FWC Division of Law Enforcement, the Florida Highway Patrol, and the Brevard County Sheriff's Office.

Administration:

- **Real Estate Administration** – Multiple properties, equaling approximately 3,655 acres, have been identified for recommended acquisition under the auspices of the FWC's Additions and Inholdings Acquisition program for the SLWMA. In addition, the District may recommend that the Governing Board consider purchase of available parcels near the SLWMA that will aid in the conservation of water resources within the Upper St. Johns River Basin.
 - **Cooperative and Special Use Agreements, Leases, and Easements** – The FWC is responsible for the overall management and operation of the SLWMA as set forth in the lease agreements with the Board of Trustees and the District. Currently, there is one apiary operating on the SLWMA. There is one easement with the Florida Gas Transmission Company for the construction and maintenance of a pipeline for the transportation of natural gas. There is also one housing agreement for FWC staff.
 - **Management Costs and Revenues** – The FWC is responsible for all management costs at SLWMA. These costs are projected to be \$8,482,225 from 2026–2036. Revenue generating potential of the SLWMA will depend upon future uses described in the MP, if such projects are feasible.
-

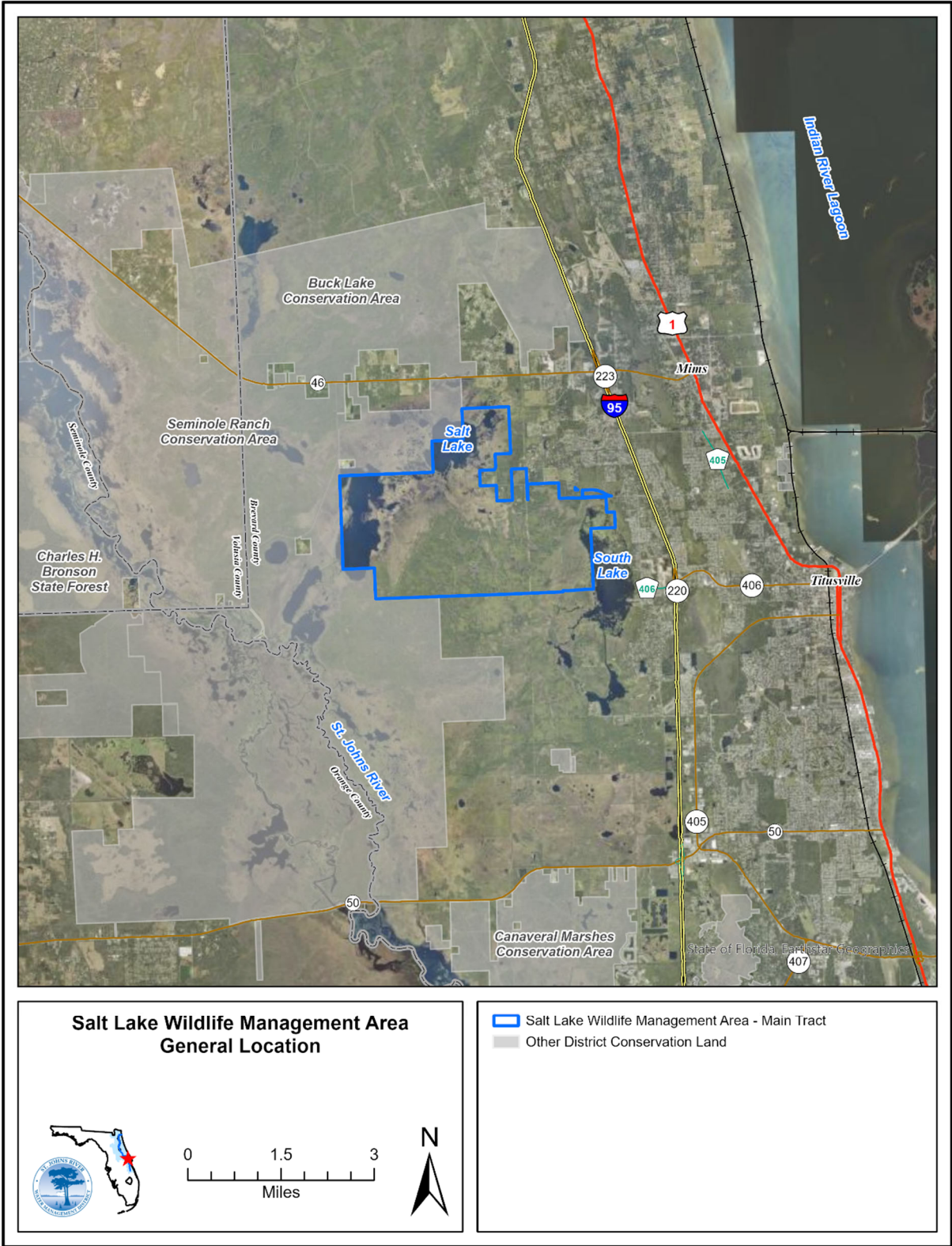


Figure 1: Salt Lake Wildlife Management Area Location.

Attachment: Salt Lake WMA Mgmt Plan Location Map (Management Plan Update for Salt Lake Wildlife Management Area)



**AGENDA REQUEST FOR
GOVERNING BOARD MEETING
April 14, 2026**

MEMORANDUM

TO: Governing Board

THROUGH: Michael A. Register, P.E.
Executive Director

FROM: Erin Preston, General Counsel
Office of General Counsel

SUBJECT: Pending Litigation

FOR INFORMATION
Pending litigation - significant events or significant status changes.



**AGENDA REQUEST FOR
GOVERNING BOARD MEETING
April 14, 2026**

MEMORANDUM

TO: Governing Board
FROM: Michael A. Register, P.E.
Executive Director
SUBJECT: Governing Board Comment

FOR INFORMATION
Governing Board comments.



**AGENDA REQUEST FOR
GOVERNING BOARD MEETING
April 14, 2026**

MEMORANDUM

TO: Governing Board
FROM: Michael A. Register, P.E.
Executive Director
SUBJECT: Executive Director's Report and Calendar

FOR INFORMATION
Executive Director's Report and Calendar.

- A) Executive Director's report.
 - B) Calendar of upcoming meetings/events:
 - May 12 Governing Board Meeting
-