



PAL-MAR WATER CONTROL DISTRICT

**REGULAR BOARD MEETING
SEPTEMBER 3, 2026
9:30 A.M.**

**Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410**

**www.palmarwcd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile**

AGENDA
PAL MAR WATER CONTROL DISTRICT
Martin County Commission Chambers
Administrative Center
2401 SE Monterey Road
Stuart, FL 34996
REGULAR BOARD MEETING
September 3, 2026
9:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions, Deletions, or Modifications to Agenda
- E. Approval of Minutes
 - 1. June 4, 2026 Regular Board Meeting & Public Hearing.....Page 3
- F. Old Business
 - 1. Consider Approval of Hungryland Proposal.....Page 8
- G. New Business
 - 1. Consider Resolution 2026-05 – Approving Entering into a Purchase and Sale Agreement with Martin County.....Page 9
- H. Status Report
 - 1. Legal – Status Report
 - 2. Engineer – Status Report
 - 3. District Manager – Status Report
 - 4. Field Maintenance – Status Report
- I. Administrative Matters
 - 1. Security Report.....Page 20
 - 2. Financial Report.....Page 27
 - 3. Consider Invoices.....Page 28
- J. Landowner Items
- K. Comments from the Public for Items Not on the Agenda
- L. Board Member Comments
- M. Adjourn

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

laura archer
Pal-Mar Water Control District
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

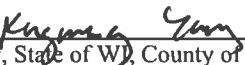
09/10/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/10/2025



Legal Clerk



Notary, State of WI, County of Brown

9-3-29

My commission expires

Publication Cost:	\$246.11	
Tax Amount:	\$0.00	
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KONGMENG YANG
Notary Public
State of Wisconsin

PAL MAR WATER CONTROL DISTRICT FISCAL YEAR 2025/2026 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Pal Mar Water Control District will hold Regular Meetings at 9:30 a.m. in the Martin County Commission Chambers, Administrative Center, located at 2401 SE Monterey Road, Stuart, Florida 34996, (**unless otherwise noted**) on the following dates:

October 2, 2025
November 6, 2025
December 4, 2025
January 8, 2026
February 5, 2026
March 5, 2026
April 2, 2026
May 7, 2026
June 4, 2026
July 9, 2026
August 6, 2026
September 3, 2026

The June 4, 2026, Regular Meeting will take place at 10:00 a.m. in the Martin County Commission Chambers, Administrative Center, located at 2401 SE Monterey Road, Stuart, Florida 34996 and will also include the Landowners' Meeting. The purpose of the meetings is to conduct any all business coming before the Board. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free 1-877-737-4922.

From time to time one or more Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record. If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

PAL MAR WATER CONTROL
DISTRICT
www.palmarwcd.org
Sept 10, 2025 #11642015



Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Special District Services Inc Pal Mar
Pal Mar Improvement
Pal Mar Water Control District C/O Special District Services Inc
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

09/10/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/10/2025

Legal Clerk

Kaitlyn Felty

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost: \$158.80

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KAITLYN FELTY
Notary Public
State of Wisconsin

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Meetings may be cancelled from time to time without advertised notice.

PAL MAR WATER CONTROL DISTRICT
www.palmarwcd.org
Pub: September 10, 2025
TCN11642076

**PAL MAR WATER CONTROL DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
JUNE 4, 2026**

A. CALL TO ORDER

Ms. Brown called the June 4, 2026, Regular Board Meeting of the Pal Mar Water Control District to order at 10:19 a.m. in the Martin County Commission Chambers located at 2401 SE Monterey Road, Stuart, Florida 34996.

B. PROOF OF PUBLICATION

District Manager Stephanie Brown offered Proof of Publication which showed that the notice of the Regular Board Meeting had been published in *The Palm Beach Post* and in *The Stuart News* on 5/4/2026, 5/8/2026 and 5/15/2026, as legally required.

C. SEAT NEW BOARD MEMBERS

Mr. Cutting was re-seated.

D. ESTABLISH QUORUM

A quorum was established with the following attendees:

Commissioner Maria Marino	Present
Commissioner Sarah Heard	Present
George Stokus	Present
Kevin Cutting	Present
Gene Whiting	Present

Also in attendance were the following staff members:

District Manager Stephanie Brown	Special District Services, Inc
District Manager Frank Sakuma	Special District Services, Inc
General Counsel Ruth Holmes	Torcivia, Donlon, Goddeau & Rubin, P.A.
District Engineer Bob Higgins	Higgins Engineering
TJ Mansell	TJ Mansell Land Management

Also in attendance were several landowners and members of the public.

E. ELECTION OF OFFICERS

A **motion** was made by Mr. Cutting, seconded by Mr. Whiting approving the same slate of Officers listed below. The **motion** passed unanimously.

- Commissioner Marino - **Chair**
- George Stokus - **Vice Chair**
- Stephanie Brown - **Secretary**

- Commissioner Heard - **Assistant Secretary**
- Gene Whiting - **Assistant Secretary**
- Kevin Cutting - **Assistant Secretary**

F. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

G. APPROVAL OF MINUTES

1. April 2, 2026, Regular Board Meeting

The April 2, 2026, Regular Board Meeting minutes were presented.

A **motion** was then made by Commissioner Heard, seconded by Mr. Stokus, approving the April 2, 2026, Regular Board Meeting as presented. The **motion** carried **5-0**.

**Note At approximately 10:20 a.m., Ms. Brown recessed the Regular Board Meeting and opened the Public Hearing on the Fiscal Year 2026/2027 Final Budget.*

H. PUBLIC HEARING

1. Proof of Publication

Proof of Publication showed that the notice of the Public Hearing had been published in *The Palm Beach Post* and in *The Stuart News* on 5/4/2026, 5/8/2026 and 5/15/2026, as legally required.

2. Receive Public Comments on Fiscal Year 2026/2027 Final Budget

There were no comments from the public.

3. Resolution No. 2026-03 – Adopting a Fiscal Year 2026/2027 Final Budget

Resolution No. 2026-03 was presented, entitled:

RESOLUTION NO. 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALMAR WATER CONTROL DISTRICT APPROVING A BUDGET FOR FISCAL YEAR 2026/2027; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Commissioner Heard, seconded by Mr. Stokus, adopting Resolution No. 2026-03 Fiscal Year 2026/2027 Final Budget, as presented. The **motion** carried **5-0**.

**Note At approximately 10:21 a.m., Ms. Brown closed the Public Hearing on the Fiscal Year 2026/2027 Final Budget and reconvened the Regular Board Meeting.*

I. OLD BUSINESS

There was no Old Business to come before the Board.

J. NEW BUSINESS

1. Consider Hungryland Proposal

After the Board discussion, a **motion** was made Mr. Whiting, seconded by Mr. Cutting, postponing approval of the Hungryland Proposal. The **motion** passed **5-0**.

2. Consider Resolution No. 2026-04 – Adopting a Fiscal Year 2026/2027 Meeting Schedule

Resolution No. 2026-04 was presented, entitled:

RESOLUTION NO. 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PAL-MAR WATER CONTROL DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2026/2027 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Commissioner Heard, seconded by Mr. Stokus, adopting A Regular Meeting Schedule for Fiscal Year 2026/2027 as amended, to quarterly meetings. The **motion** carried **5-0**.

K. STATUS REPORT

1. Legal – Status Report

Ms. Holmes notified the Board that a lawsuit has been filed against the district by Be a Man Buy Land LLC and that district counsel has filed a Motion to Dismiss. The Hearing on the Motion to Dismiss has been set for July 8, 2026.

2. Engineer – Status Report

Ms. Brown advised that the Annual Engineer's Report had been provided in the Board package. Mr. Higgins was present to answer any questions.

3. District Manager – Status Report

Ms. Brown reminded the Board to complete their Form 1 by July 1, 2026.

4. Field Maintenance – Status Report

There was no Field Maintenance Report at this time.

5. Security – Status Report

Officer Hudson went over the Security Report and provided an update of the activity within the District. He notified the Board that he has been approved to trespass unauthorized persons.

L. ADMINISTRATIVE MATTERS

a. Financial Report

Ms. Brown indicated that the financial report was provided in the agenda package. There was no action required on this item.

b. Consider Invoices

Ms. Brown presented the invoices in the agenda package. The invoices were then approved, as presented, on a **motion** made by Commissioner Heard, seconded by Mr. Stokus, and the **motion** carried **5-0**.

M. LANDOWNER ITEMS

There were no Landowner Items.

N. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public.

O. BOARD MEMBER COMMENTS

There were no Board Member comments

P. ATTORNEY CLIENT SESSION

**Note At approximately 11:05 a.m., Commissioner Marino recessed the Regular Board Meeting to convene the Attorney-Client session with Special Counsel Lyman Reynolds, District Counsel Ruth Holmes, Board Supervisors, and District Manager Stephanie Brown.*

The Attorney-Client Session ended at 11:33 a.m.

Q. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 11:34 a.m. by Commissioner Marino. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chair

H & J Contracting, Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To: Bob Higgins Address: 3561 SW Corporate Parkway Palm City, FL 34990	Contact: Phone: Fax:
Project Name: Hungry Land Crossing Project Location:	Bid Number: Bid Date:

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
General						
	100	Mobilization	1.00	LS	\$2,860.00	\$2,860.00
Total Price for above General Items:						\$2,860.00
3) Remove Sediment From Ditch To Original Condition						
	400	Remove Sediment From Ditch To Original Condition	1.00	LS	\$5,940.00	\$5,940.00
Total Price for above 3) Remove Sediment From Ditch To Original Condition Items:						\$5,940.00
As Discussed With TJ Adding 24" Alumminum Culvert Noeth East Of						
	500	Add 24" Alum Culvert North East Of Crossing	20.00	LF	\$419.00	\$8,380.00
Total Price for above As Discussed With TJ Adding 24" Alumminum Culvert Noeth East Of Items:						\$8,380.00

Total Bid Price: \$17,180.00

Notes:

- All material generated from excavation activities shall remain onsite.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: H & J Contracting, Inc. Authorized Signature: _____ Estimator: _____
---	--

RESOLUTION NO. 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PAL-MAR WATER CONTROL DISTRICT APPROVING ENTERING INTO A PURCHASE AND SALE AGREEMENT WITH MARTIN COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pal-Mar Water Control District (“PMWCD”) is an independent special district of the State of the Florida, initially created by Circuit Court Decree as the Rotunda Drainage District in 1968 in accordance with the provisions of Chapter 298, Florida Statutes, and as amended by Court Order in 1972, changing the name to Pal-Mar Water Control District, as further amended and supplemented by Chapter 82-356, Laws of Florida, Chapter 85-483, Laws of Florida, and Chapter 2005-307, Laws of Florida; and

WHEREAS, pursuant to Section 298.22(3), Florida Statutes, PMWCD is authorized to “acquire, construct, operate, maintain, use, purchase, sell, lease, convey or transfer real or personal property”; and

WHEREAS, Martin County Board of County Commissioners (“the County”) desires to purchase the real property owned by the PMWCD located in the area bounded on the north by the Jupiter-Indiantown Road and on the south by the right-of-way of the Seaboard Coastline Railroad, more particularly described as the West 150' strip of land in Sections 18, 19 and 30, Township 40 South, Range 40 East (the “Property”), more particularly described in the Vacant Land Contract attached hereto as Exhibit “A”; and

WHEREAS, the Property is unimproved, is not proposed for improvement under the PMWCD Water Control Plan, and is not otherwise utilized by PMWCD; and

WHEREAS, the County has offered \$232,650.00 in Martin County Forever funds to purchase the Property; and

WHEREAS, in accordance with the Martin County Forever land buying program, Martin County Ordinance No. 1221, PMWCD will transfer the Property subject to a deed restriction that the Property be held in perpetual conservation with limited permissible uses; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PAL-MAR WATER CONTROL DISTRICT:

Section 1. **Recitals.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. **Approval.** The Board of Supervisors of the Pal-Mar Water Control District (the “Board”) hereby approves entering into the Vacant Land Contract with the County, a copy of said Vacant Land Contract is attached hereto as Exhibit A, which is incorporated herein by this reference.

Section 3. **Execution.** The Board hereby authorizes the Chairperson to execute the Vacant Land Contract and any other documents deemed necessary by the PMWCD District Manager and its District Counsel to effectuate said sale of real property.

Section 4. **Severability.** If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. **Conflicts.** All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 6. **Effective Date.** This Resolution shall take effective immediately upon its adoption.

The Chairperson thereupon declared this Resolution approved and adopted by the Board of Supervisors of the Pal-Mar Water Control District on this 3rd day of September, 2026.

PAL-MAR WATER CONTROL DISTRICT

Maria G. Marino, Chairperson

Attest:

Stephanie Brown
District Manager

Approved as to Legal Sufficiency:

Ruth A. Holmes, District Counsel

Vacant Land Contract

1 **1. Sale and Purchase ("Contract"):** PalMar Water Control District

2 ("Seller") and Martin County Board of County Commissioners

3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:

5 Address: NA

6 Legal Description: _____

7 30-40-40-000-000-00010-7 (30-40-40 W 150' of SEC N OF RY)

8 19-40-40-000-000-00020-8 (W 150' OF SEC)

9 18-40-40-000-000-00031-7 (W 150' OF SEC S OF JUPITER-INDIANTOWN RD)

10 SEC ____/TWP ____/RNG ____ of Martin County, Florida. Real Property ID No.: See above

11 ~~including all improvements existing on the Property and the following additional property:~~ _____

12
13
14 **2. Purchase Price:** (U.S. currency) \$ 232,650.00

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

16 Escrow Agent's Name: NA

17 Escrow Agent's Contact Person: NA

18 Escrow Agent's Address: NA

19 Escrow Agent's Phone: NA

20 Escrow Agent's Email: NA

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

22 ☐ accompanies offer

23 ☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)

24 after Effective Date \$ _____

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

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

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

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

29 **(d) Other:** \$ _____

30 **(e) Balance to close** (not including **Buyer's** closing costs, prepaid items, and prorations) 232,650.00

31 to be paid at closing by wire transfer or other Collected funds \$ _____

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

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy
39 delivered to all parties on or before September 10, 2026, this offer will be withdrawn and ~~Buyer's deposit, if~~
40 ~~any, will be returned.~~ The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**
42 **has signed or initialed and delivered this offer or the final counter-offer.**

43 **4. Closing Date:** This transaction will close on within 90 days of execution ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property
48 insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and
50 other items.

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

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

VAC-15 Rev 1/26

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

6. Financing: (Check as applicable)

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

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

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

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

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

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

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

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

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

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☐ **Seller's** ☒ **Buyer's** expense and (**Check one**) ☒ within 15 days after Effective Date ☐ at least _____ days before Closing Date, (**Check one**)

Buyer  (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.
VAC-15 Rev 1/26

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- (1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.
- (2) ☒ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.
- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.
- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).
- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

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

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

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

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"

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

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be ~~conducted by mail or electronic means~~. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) ~~and brokerage fees to Broker as per Paragraph 24~~. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

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

(b) Buyer Costs:

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

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

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

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- (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.
- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days, based on where the Property is located, will be used when computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

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

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

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

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

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

~~(a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.~~

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

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

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

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

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

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

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Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

- ☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. HOA Addendum
☐ D. Other _____

23. Additional Terms: _____

A. During the Due Diligence period, Buyer shall have the sole, absolute, complete and unconditional right for any reason whatsoever, and without cause or obligation to state a cause, to terminate this contract by delivering such written notice of such termination to the seller prior to the end of the Due Diligence period.

B. Seller is solely responsible for the fulfillment of payment obligations to Seller realtor/broker, if any, as the County does not pay commissions.

C. This contract shall first be conditionally executed by the Martin County Administrator, an Assistant County Administrator or any authorized person on behalf of the buyer. The conditional shall be the acceptance by Seller and subsequent approval by the Martin County Board of County Commissioners.

D. The execution of final sale documents and the closing of this transaction are contingent upon final approval of this contract by the Martin County Board of County Commissioners.

E. In any litigation by this Contract, each party shall bear their own costs and fees, including attorney fees and this provision shall survive closing or termination of this contract.

COUNTER-OFFER/REJECTION

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

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

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

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

370 **ATTENTION: SELLER AND BUYER**

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

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

Martin County Board of County Commissioners

379
380 **Buyer:**  Date: 8/12/2020

381 Print name: Don Donaldson

382 **Buyer:** _____ Date: _____

383 Print name: _____

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

385 Address: _____

386 Phone: _____ Fax: _____ Email: _____

PalMar Water Control District

387 **Seller:** _____ Date: _____

388 Print name: _____

389 **Seller:** _____ Date: _____

390 Print name: _____

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

392 Address: 2501 A Burns Road, Palm Beach Gardens, FL 33410

393 Phone: _____ Fax: _____ Email: rholfmes@torcivialaw.com

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

EDWARD V. CIAMPI, VICE CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SEBASTIAN FOX, SENIOR ASSISTANT COUNTY
ATTORNEY

Law Enforcement Report of Activity

PWMD - June 2026

TOTAL USERS ENCOUNTERED: 294

TOTAL VERBAL WARNINGS, WRITTEN WARNINGS, AND CITATIONS: 31

RECKLESS DISCHARGE ENCOUNTERS: 0

OTHER SIGNIFICANT INCIDENTS:

- The officer observed an aggressive alligator in the northwest canal of the East Block near the area commonly referred to as the “swimming hole”. The alligator repeatedly climbed the canal bank and approached the officer’s vehicle without hesitation, displaying little to no fear of humans. This behavior is consistent with an alligator that has become habituated to people, most likely as a result of being intentionally fed. Because the alligator was exhibiting abnormal behavior and residing in close proximity to an area frequently used for swimming and recreation, the officer contacted a Statewide Nuisance Alligator Program (SNAP) trapper to remove the animal. The officer and the trapper safely captured the alligator without incident and removed it from the property.
- Officers Hankinson and Hayes caught a non-resident subject beginning to operating a motor vehicle on the border of Hungryland WEA and Palmar. The violation was addressed by the officers and the subject and company were advised to leave.
- The officer issued a warning for parking an unoccupied motorized vehicle, and trailer in an unauthorized location on SFWMD land parcel P414852230000 (Honey Hole).
- The officer issued a warning for parking an unoccupied motorized vehicle, or trailer in an unauthorized location on SFWMD land parcel P414852230000 (Honey Hole). Mr. Powell arrived at the end of my stop and I confirmed he is land owner with supporting documentation.
- The officer issued a warning for parking an unoccupied motorized vehicle, or trailer in an unauthorized location on SFWMD land parcel –124040000400008001
- The officer issued a warning for parking an unoccupied motorized vehicle, or trailer in an unauthorized location on SFWMD land parcel - 124040000400008001
- The officer issued a warning for parking an unoccupied motorized vehicle, or trailer in an unauthorized location on SFWMD land parcel - 124040000400008001
- The officer issued a warning for parking an unoccupied motorized vehicle, or trailer in an unauthorized location on SFWMD land parcel – 124040000400008001

Law Enforcement Report of Activity

PWMD - June 2026

- The officer warned juveniles under 16 years of age in the East Block for riding ATVs without helmets.
- The officer observed an individual operating a skid steer and performing grading on the Palmar Water Control District levee. The officer spoke with the individual who admitted to knowing the levee was not his property and that he had been maintaining it. The individual was identified as Mr. Darrel Stern 10/2/1986.
- The officer observed a vehicle towing a trailer with a broken license plate thereby obscuring the plate number. Upon further investigation the driver had a detainer in place by Immigration and Customs Enforcement (ICE). Subject was issued a warning for the traffic violation and placed in custody and transferred to the Martin County Jail for further investigation from ICE.
- The officer observed 2 vehicles drive in together and while still on the west bound road in the WEA one vehicle drove off into the mud. None of the occupants were landowners and were told to leave.

Law Enforcement Report of Activity

PWMD - June 2026



Law Enforcement Report of Activity

PWMD - June 2026

Law Enforcement Report of Activity

PWMD - July 2026

TOTAL USERS ENCOUNTERED: 300

TOTAL VERBAL WARNINGS, WRITTEN WARNINGS, AND CITATIONS: 17

RECKLESS DISCHARGE ENCOUNTERS: 0

OTHER SIGNIFICANT INCIDENTS:

- The officer warned a juvenile under 16 years of age (12 years of old) in the East Block for riding an ATV without a helmet.
- The officer observed subjects riding through (direct transit) a SFWMD parcel with ATVs. The officer conducted a vehicle stop to address the violation. During the interview the officer discovered the subjects were lawful property owners in the East Block. The officer educated the subjects of recent land swaps and advised them to check the property appraiser site to know where they are operating.
- The officer issued a warning for parking an unoccupied motorized vehicle, and trailer in an unauthorized location on SFWMD land parcel P414852230000 (Honey Hole). The vehicle had a seize tag order by DHSMV but the Officer was unable to locate the owner during the patrol shift.
- The officer issued a warning for parking an unoccupied motorized vehicle, and trailer in an unauthorized location on SFWMD land parcel P414852230000 (Honey Hole).
- The officer observed excessive debris and burn pits on SFWMD parcel in the NE corner of the East Block on the northern most canal path. This property was unoccupied at time of observation.
- The officer found 2 vehicles illegally parked on SFWMD land.
- The officer found an abandoned vehicle that was in a wrecked condition. The license plate was removed but the VIN was still intact. The officer made contact with the owner who advised she sold the vehicle earlier in the week. She had proof of title transfer and provided the officer with the name and number of the new owner. The officer made contact with the new owner and advised he needed to remove the vehicle. He was charged with illegal parking and given a trespass notice as he was not a land owner. Officer came back the following day to confirm the vehicle was removed.
- The officer was flagged down at approximately 2350 hours on Friday July 24, 2026 and informed that someone had seen two individuals discharging firearms into the canal way in the NW corner of the East section by the water hole. The individual said he heard the rounds ricochet near his location. A search of the

Law Enforcement Report of Activity

PWMD - July 2026

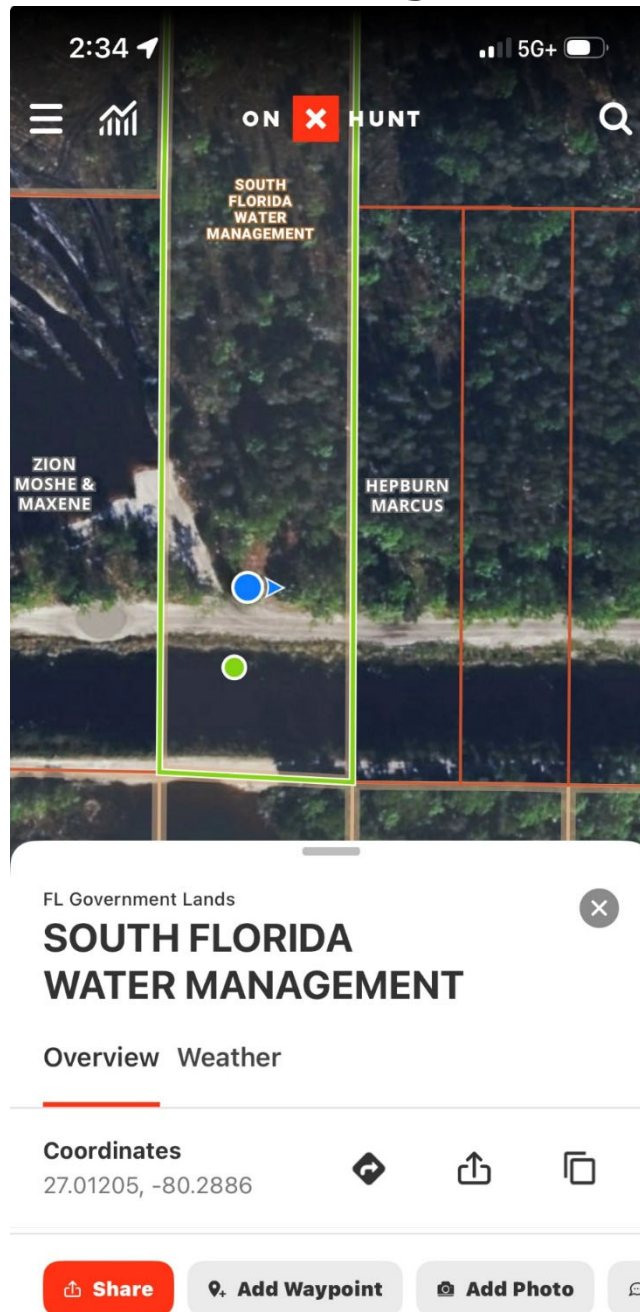
area and other witness was completed and yielded no more information or possible suspects

- Received a call from MCSO that they had received a call regarding a pickup truck with juveniles in the bed playing chicken with other vehicles. No location was given other than "Hungryland" Palmar, the main road (CR 711) and the main gate of Hungryland was BOLO'd but the vehicle was never located.



Law Enforcement Report of Activity

PWMD - July 2026



Pal Mar Water Control District
Budget vs. Actual
October 2025 through July 2026

	<u>Oct 25 - July 26</u>	<u>25/26 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
363.100 · O & M Assessments	161,165.21	195,638.00	-34,472.79	82.38%
363.830 · Assessment Fees	-3,435.14	-3,913.00	477.86	87.79%
363.831 · Assessment Discounts	-6,036.99	-7,826.00	1,789.01	77.14%
369.401 · Interest Income	29,240.96	6,000.00	23,240.96	487.35%
369.403 · Carryover from Previous Year	0.00	266,876.00	-266,876.00	0.0%
Total Income	<u>180,934.04</u>	<u>456,775.00</u>	<u>-275,840.96</u>	<u>39.61%</u>
Gross Profit	180,934.04	456,775.00	-275,840.96	39.61%
Expense				
511.307 · Engineering Survey	88,555.00	20,000.00	68,555.00	442.78%
511.310 · Engineering	13,185.00	35,000.00	-21,815.00	37.67%
511.311 · Management Fees	30,000.00	36,000.00	-6,000.00	83.33%
511.315 · Legal Fees	28,826.60	60,000.00	-31,173.40	48.04%
511.318 · Assessment/Tax Roll	0.00	5,000.00	-5,000.00	0.0%
511.320 · Audit Fees	4,000.00	4,200.00	-200.00	95.24%
511.450 · Insurance	7,456.00	8,000.00	-544.00	93.2%
511.480 · Legal Advertisements	1,809.16	5,000.00	-3,190.84	36.18%
511.512 · Miscellaneous	4,783.54	6,500.00	-1,716.46	73.59%
511.513 · Postage and Delivery	1,700.63	2,000.00	-299.37	85.03%
511.514 · Office Supplies	1,271.20	1,900.00	-628.80	66.91%
511.515 · Website Management Fee	1,250.00	1,500.00	-250.00	83.33%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.999 · Contingency	0.00	1,500.00	-1,500.00	0.0%
512.464 · Mowing	52,000.00	100,000.00	-48,000.00	52.0%
512.467 · Miscellaneous Maintenance	23,976.87	30,000.00	-6,023.13	79.92%
512.469 · Security	110,000.00	140,000.00	-30,000.00	78.57%
Total Expense	<u>368,989.00</u>	<u>456,775.00</u>	<u>-87,786.00</u>	<u>80.78%</u>
Net Ordinary Income	<u>-188,054.96</u>	<u>0.00</u>	<u>-188,054.96</u>	<u>100.0%</u>
Net Income	<u><u>-188,054.96</u></u>	<u><u>0.00</u></u>	<u><u>-188,054.96</u></u>	<u><u>100.0%</u></u>

Bank Balance As Of 7/31/26	\$ 1,476,830.13
Investment Acct Balance As Of 7/31/26	\$ 50,148.23
Accounts Payable As Of 7/31/26	\$ 43,260.76
Accounts Receivable As Of 7/31/26	\$ 1,000.00
Total Fund Balance As Of 7/31/26	\$ 1,484,717.60

Pal Mar Water Control District
Custom Transaction Detail Report
May 28 through August 27, 2026

	Type	Date	Num	Name	Memo	Debit	Credit
Legal Fees							
Torcivia, Donlon, Goddeau & Rubin, P.A.							
	Bill	05/31/2026	24557	Torcivia, Donlon, Goddeau & Rubin, P.A.	Inv# 24557 Professional Services May 2026		6,556.37
	Bill Pmt -Check	06/01/2026	2094	Torcivia, Donlon, Goddeau & Rubin, P.A.	Inv# 24495 Professional Services April 2026	8,370.52	
	Bill	06/26/2026	24620	Torcivia, Donlon, Goddeau & Rubin, P.A.	Inv# 24620 Professional Services June 2026		3,874.22
	Bill Pmt -Check	08/01/2026	2102	Torcivia, Donlon, Goddeau & Rubin, P.A.		10,430.59	
Total Torcivia, Donlon, Goddeau & Rubin, P.A.						18,801.11	10,430.59
Engineer Fees							
Higgins Engineering & Surveying, LLC							
	Bill Pmt -Check	06/01/2026	2090	Higgins Engineering & Surveying, LLC		5,070.00	
	Bill	06/25/2026	08-20-20	Higgins Engineering & Surveying, LLC	Inv# 08-20-20 for Services June 2026		2,250.00
	Bill Pmt -Check	07/01/2026	2096	Higgins Engineering & Surveying, LLC	Inv# 08-20-20 for Services June 2026	2,250.00	
Total Higgins Engineering & Surveying, LLC						7,320.00	2,250.00
Management Fees							
Special District Services, Inc.							
	Bill	05/31/2026	2026-2339	Special District Services, Inc.	Inv# 2026-2339 Management Fee May 2026		3,652.48
	Bill Pmt -Check	06/01/2026	2092	Special District Services, Inc.	Inv# 2026-2339 Management Fee May 2026	3,652.48	
	Bill	06/30/2026	2026-2460	Special District Services, Inc.	Inv# 2026-2460 Management Fee June 2026		6,450.24
	Bill Pmt -Check	07/01/2026	2097	Special District Services, Inc.	Inv# 2026-2460 Management Fee June 2026	6,450.24	
	Bill	07/31/2026	2026-2579	Special District Services, Inc.	Inv# 2026-2579 Management Fee July 2026		3,681.01
	Bill Pmt -Check	08/01/2026	2100	Special District Services, Inc.	Inv# 2026-2579 Management Fee July 2026	3,681.01	
Total Special District Services, Inc.						13,783.73	13,783.73
Misc							
Grau & Associates							
	Bill	06/01/2026	29652	Grau & Associates	Invoice #29652 Final Payment Audit 2025/2026		4,000.00
	Bill Pmt -Check	07/01/2026	2095	Grau & Associates	Invoice #29652 Final Payment Audit 2025/2026	4,000.00	
Total Grau & Associates						4,000.00	4,000.00
Hudson Protection Enterprise Inc							
	Bill	05/31/2026	1108	Hudson Protection Enterprise Inc	Inv# 1108 05/01/2026- 05/31//2026		12,500.00
	Bill Pmt -Check	06/01/2026	2091	Hudson Protection Enterprise Inc	Inv# 1108 05/01/2026- 05/31//2026	12,500.00	
	Bill	06/21/2026	1135	Hudson Protection Enterprise Inc	Inv# 1135 Police Security		12,500.00
	Bill	07/21/2026	1150	Hudson Protection Enterprise Inc	Inv# 1150 Police Security		12,500.00
	Bill Pmt -Check	08/01/2026	2099	Hudson Protection Enterprise Inc		25,000.00	
Total Hudson Protection Enterprise Inc						37,500.00	37,500.00
T.J Mansell Land Management, LLC							
	Bill	05/31/2026	210934	T.J Mansell Land Management, LLC	Inv# 210934 Supervision of Field Maint May 2026		2,340.00
	Bill Pmt -Check	06/01/2026	2093	T.J Mansell Land Management, LLC	Inv# 210934 Supervision of Field Maint May 2026	2,340.00	
	Bill	06/30/2026	210935	T.J Mansell Land Management, LLC	Inv# 210935 Supervision of Field Maint June 2026		2,340.00
	Bill Pmt -Check	07/01/2026	2098	T.J Mansell Land Management, LLC	Inv# 210935 Supervision of Field Maint June 2026	2,340.00	
	Bill	07/31/2026	210936	T.J Mansell Land Management, LLC	Inv#210936 Supervision of Field Maint July 2026		2,340.00
	Bill Pmt -Check	08/01/2026	2101	T.J Mansell Land Management, LLC	Inv#210936 Supervision of Field Maint July 2026	2,340.00	
Total T.J Mansell Land Management, LLC						7,020.00	7,020.00
USA Today Media Corp							
	Bill	05/30/2026	7735022	USA Today Media Corp	Inv# 7735022 Notice of LO Mtg & Reg Board Mtg/Notice of PH & Re		1,097.92
	Bill	05/30/2026	7735239	USA Today Media Corp	Inv#7735239 Notice of LO Mtg & Reg Board Mtg/Notice of PH & Reg		711.24
	Bill Pmt -Check	08/01/2026	2103	USA Today Media Corp	Inv#7735239 Notice of LO Mtg & Reg Board Mtg/Noi	711.24	
	Bill Pmt -Check	08/01/2026	2104	USA Today Media Corp	Inv# 7735022 Notice of LO Mtg & Reg Board Mtg/Nc	1,097.92	
Total USA Today Media Corp						1,809.16	1,809.16