

## RFLPP 2025 Ranking List

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RFLPP-00068-2023	Tumlin Terwillegar	4
RFLPP-00205-2023	D&D Ranch	5
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RFLPP-00334-2025	Regul's Roost	417
RFLPP-00461-2025	Wade Emerson	418
RFLPP-00144-2023	Coldwater Tract	419
RFLPP-00403-2025	Walter Property	420

RFLPP 2025 Ranking List		
Case Number	Property Name	Rank
RFLPP-00039-2023	Joseph (J.) Neil Keene	421
RFLPP-00340-2025	George and Judi Stewart	422
RFLPP-00436-2025	Forest Animal Rescue	423
RFLPP-00507-2025	Rogers Family Farm	424
RFLPP-00360-2025	Panagia Vlahernon Greek Orthodox Monastery	425
RFLPP-00325-2025	Mohan Forestry	426
RFLPP-00303-2025	Homestead Land	427
RFLPP-00003-2023	Mabry Carlton Ranch	428



**Department of Agriculture and Consumer Services  
2023 Rural and Family Lands Protection Project**

**Uniform Technical Review and Evaluation Report**

Agency/Division: **DOACS Animal Industry**

Technical Team Point of Contact: **Diolbel Benitez**  
Date: **10/12/2023**

Project / Property: **Square One Ranch**

Acres: **1564** County: **Highlands**

Please score this project using a numerical scale of 1 to 10 to describe the benefit of this project to the following measures, where 1 is lowest threat/use/benefit and 10 is the highest threat/use/benefit to achieving the RFLPP Program Goals and Objectives. For Program benefits that are not applicable to your Agency, please score with "N/A" to denote it is not applicable.

1. Assessment of the viability of agricultural activities and operations of property:

Not Applicable  Benefit Score **10**

2. Assessment of overall condition of crops, livestock, or timber resources on property:

Not Applicable  Benefit Score **8**

3. Assessment of the overall natural resources of property:

Not Applicable  Benefit Score **10**

4. Assessment of wildlife habitat attributes of property:

Not Applicable **X** Benefit Score

5. Assessment of water bodies, aquifer recharge areas, springsheds or wetlands on property:

Not Applicable **X** Benefit Score

6. Assessment of overall hydrologic function on property:

Not Applicable **X** Benefit Score

7. Assessment of the connectivity of this Project to other agricultural lands:

Not Applicable  Benefit Score **8**

8. Assessment of the connectivity of this Project as buffer to other conservation lands, ecological greenways, wildlife corridors, functioning ecosystems, or military installations:  
Not Applicable X Benefit Score \_\_\_\_\_

9. Assessment of threat to conversion of this property to non-agricultural uses or potential for development negatively impacting agriculture:  
Not Applicable \_\_\_\_\_ Threat Score 3

10. Assessment of historical resources, including sites, viewsheds, or structures known or observed on the property:  
Not Applicable X Benefit Score \_\_\_\_\_

11. Assessment of intensity of hunting, fishing, or other recreational activities on property:  
Not Applicable X Use Score \_\_\_\_\_

12. Assessment of control of invasive, non-native plant or animal species on property:  
Not Applicable X Benefit Score \_\_\_\_\_

13. Assessment of prescribed fire regime on property:  
Not Applicable X Use Score \_\_\_\_\_

14. Assessment of range management regime on property:  
Not Applicable \_\_\_\_\_ Use Score 8

15. Assessment of fertilizer management regime on property:  
Not Applicable X Use Score \_\_\_\_\_

16. Known existence of state or federally listed plant or animal species on property:  
Not Applicable X Benefit Score \_\_\_\_\_

17. Assessment of overall condition of agricultural infrastructure (fencing, pens, farm buildings, etc.) on property:  
Not Applicable \_\_\_\_\_ Benefit Score 9

18. Confirm whether the property is within an agricultural area as determined:

- Pursuant to Section 163.3177(6)(a), Florida Statutes;  Yes  No
- Is within a rural land stewardship area pursuant to Section 163.3248, FS;  Yes  No
- Is classified as agricultural pursuant to Section 193.461, FS; or  Yes  No
- Is part of an Agricultural Cooperative  Yes  No

**18) N/A for Animal Industry**

(See additional page to provide supplementary comments)

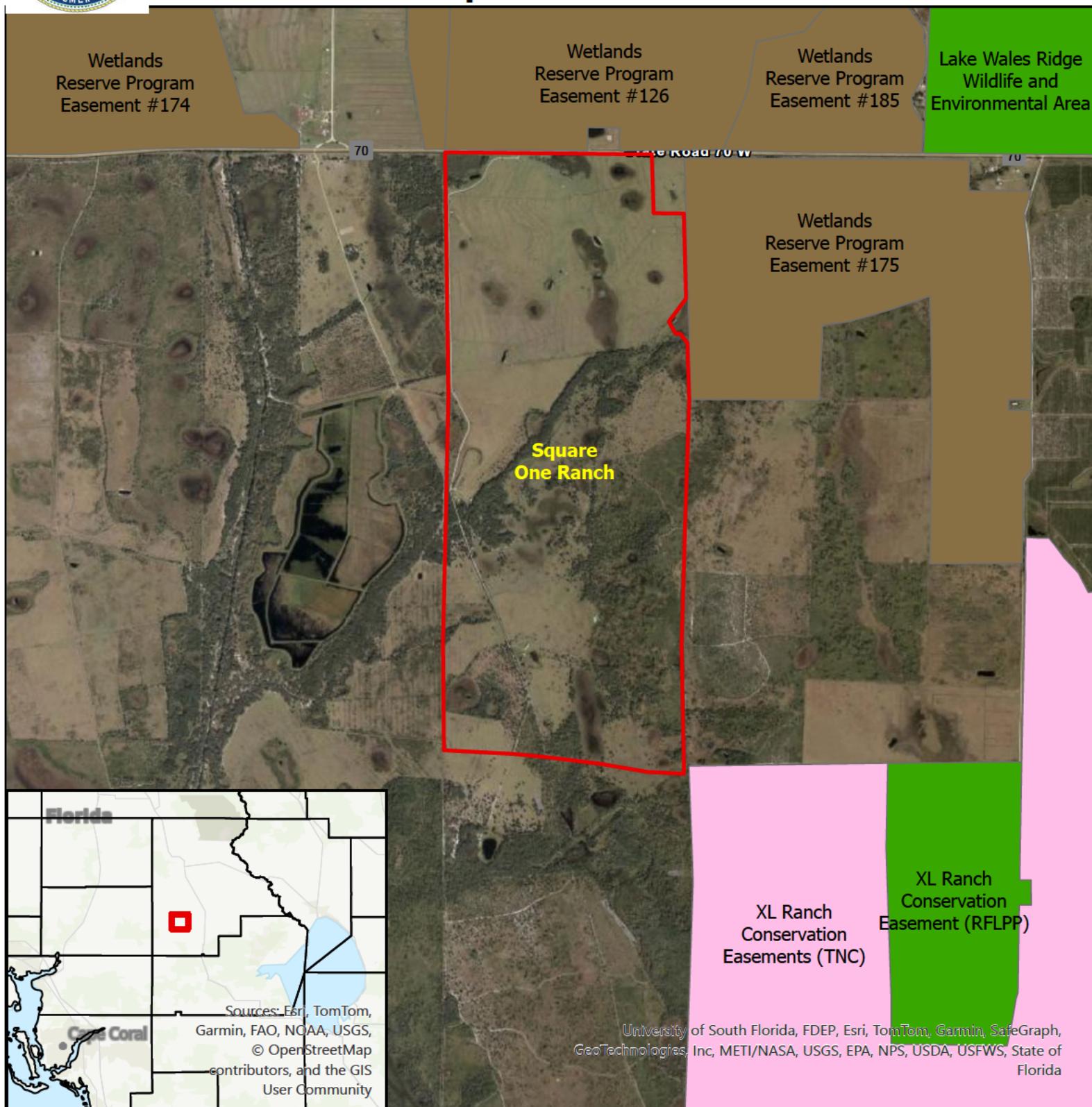
19. Please succinctly provide any additional assessments, observations, or information not



# Rural and Family Lands Protection Program

## 2025 Application Cycle

### Square One Ranch



This map is a product of the Rural and Family Lands Protection Program and is for illustrative purposes only. This is not a survey.

ATTACHMENT 4A  
PAGE 14



Florida Department of Agriculture and Consumer Services

**RURAL & FAMILY LANDS PROTECTION  
PROGRAM APPLICATION**

WILTON SIMPSON  
COMMISSIONER

Sections 570.70 and 570.71, F.S.; Rule 5I-7.004, F.A.C.

Application for Perpetual Agricultural Protection Easement for permanent protection of land for agricultural purposes. Program involves the sale and conveyance of development rights and agreement to enroll in and implement all applicable agricultural Best Management Practices (BMPs) to protect natural resource values.

**Property Information:**

**Case Number: RFLPP-00156-2023**

Project Name: Square One Ranch *(Example: "Double X Ranch")*

**Project Location:**

*(If more lines needed, attach at the end.)*

Section	Township (South/North)	Range (East/West)
Street Address of Project:		City of Project:
State of Project:	Zip of Project:	County(s) of Project: Highlands

**Owner(s) Information:**

Name(s): Daphne Waldron		
Owner Mailing Address: 10882 Reo Hinton Ave, Lake Placid, FL, 33852		Owner Mailing City
Owner Mailing State:	Owner Mailing Zip:	Owner Mailing County:
Owner Telephone: 863-207-9814	Owner E-mail Address: adam@conservationfla.org	

**Contact Information for Site Visit:** **No**  Check here if same as above.

Name: Adam Bass	Telephone: 8632079814
Email Address: adam@conservationfla.org	Preferred Method of Contact (Check): <input checked="" type="checkbox"/> <b>EMAIL</b> <input type="checkbox"/> Mail <input type="checkbox"/> E-mail

**Does this project have a Registered Agent?**  Yes  No

*(If yes, complete the section below and the attached Owner's Authorized Representative Form)*

**Registered Agent:**

Agent Name:	Agent Phone:	
Agent Mailing Address:		Agent Mailing City:
Agent Mailing State:	Agent Mailing Zip:	Agent Mailing County:

**Estimated Land Uses on Property:**

*(Number of Estimated Acres of Each Commodity Type)*

Dairy	Field Crops	Cattle	Citrus	Natural Area	Silviculture
				564	
Poultry	Row Crops	Apiary	Nursery	Other Fruits	Other

**Estimated Land Amount:**

*(Estimated Number of Acres)*

Uplands	Wetlands	Total Land Area
1,200	300	1,564

**Is the project in the application process with other conservation programs that would grant an easement or full fee, or is it a current participant in which an easement has been granted?**

*(If yes, complete the below fields.)*

Yes  No

Program Name	Application or Participant?	Date Applied or Began Participation

**Have you previously applied to the Rural and Family Lands Protection Program?**

*(If yes, complete the below fields.)*

Yes  No

Year Applied: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

(If applicable)

**Is this application amending an existing RFLPP project?  Yes  No**

(If yes, complete the below fields.)

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

(If applicable)

**Is any portion of the project or project boundary identified as a Critical Wetland by a Water Management District or included in a Water Management District Strategic Plan or Work Plan?**

**No**

Yes  No

**Does this project contain more than a de minimis interest from specified foreign principles, as defined in ss. 692.201 and 692.202, F.S.?**

(Foreign principals are defined through their connections to statutorily designated foreign countries of concern. Foreign countries of concern are identified specifically as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.)

**No**

Yes  No

**Is there any part of a parcel or an entire parcel that you want excluded from the project boundary? If yes, include an attachment or a map indicating which parts of each parcel to *include* within the project boundary.**

Yes  No

#### **Additional Property Information**

On separate piece(s) of paper, use the corresponding headings. Please type a response to 1-12 and check the applicable checkboxes:

1. General description of the agricultural activities. Ensure to indicate the primary agricultural operations and uses.

The landowner leases the property for cattle grazing and haying. Additionally, she does cut sod and harvest seed.

2. List any awards you have received for the agricultural operation in the last 10 years.

3. Description of any outparcels not part of this application.

*Note: locate each outparcel on the map provided with the application.*

**None.**

4. List of known encumbrances and encroachments, including mortgages and other debt secured by the property, or mineral reservations.

**None**

5. Agricultural or environmental assistance programs applied for or existing on property Include the following:

- Name of the program (CRP, FLEP, WHIP, WRP, ALE, RCPP, etc.)
- The program sponsor (federal, state, county)
- Type of agreement (easement conveyed, 10 yr., etc.)
- Agreement in place or applied for (if application is in process)

Equip	Federal	cost share	Existing
-------	---------	------------	----------

6. A list of all Best Management Practices that the property is enrolled in. Include the date of enrollment.

Check this box if there are no programs existing or applied for on the property.

**Yes**

I agree to enroll in and implement all applicable BMPs and understand that, if the property is acquired through this program, the property will be monitored for BMP compliance.

7. A general description of Species Habitat, including any plants or animals on the property.

The Florida Cooperative Land Cover (CLC) Map (Attachment A-3) identifies 9 different habitat types throughout the property. The property is dominated by mostly improved pasture and mesic flatwoods, with scattered areas of isolated freshwater marsh.

The Florida Natural Areas Inventory (FNAI) Biodiversity Matrix (Attachment B-1) identifies 55 listed plant or animal species potentially utilizing these habitats onsite, including 4 species documented on the property: the eastern indigo snake (*Drymarchon couperi*), gopher tortoise (*Gopherus polyphemus*), Florida mouse (*Peromyscus floridanus*), crested caracara (*Caracara cheriway*), and the Florida scrub jay (*Aphelocoma coerulescens*).

The Critical Land and Water Identification Project (CLIP) utilized multiple data sources to create priority maps for natural resource areas within the state of Florida, ranking areas with a score of Priority 1 through 5, with Priority 1 being the highest. Among these maps include the CLIP Biodiversity Map, the CLIP Ecological Greenways Map, and the CLIP Aggregated Map.

The CLIP Biodiversity Map (Attachment A-4) includes information on strategic habitat conservation areas, vertebrate potential habitat richness, rare species habitat conservation priorities, and priority natural communities. The CLIP Ecological Greenways Map

(Attachment A-5) evaluates the ability of an area to connect landscape-scale ecological networks that can support wide-ranging species such as the Florida black bear or the Florida panther. Priority levels 1, 2, and 3, on this map indicate the area as being part of the Florida wildlife corridor. Lastly, the CLIP Aggregated Map (Attachment A-6) combines biodiversity, landscape, and surface water resource priorities for an overall score of one to five. While all five priority levels have significance, Priorities 1 and 2 are viewed as the most important, with Priority 3 ranking as moderate.

Square One Ranch is located entirely within Priority 1 and 2 areas on the Biodiversity Map, Priority 1 on the Ecological Greenways Map, and Priority 1 on the overall Aggregated Map. This indicates the property is part of the Florida Wildlife Corridor, and overall extremely important for conservation significance for protection for biodiversity, landscape attributes, and high quality surface water resources. Additionally, the property is located adjacent to wetland reserve program easements, as well as within the vicinity of several other conservation areas and a few miles from Archbold Biological Station (Attachment A-7).

8. A general description of the property's water resource values and benefits, emphasizing any aquifer recharge areas and the property's natural floodplain.

Similar to species habitat prioritization, the Critical Land and Water Identification Project also developed maps for ranking priority areas to address water resources; these maps include the Significant Surface Water Map, Wetlands Map, Natural Floodplains Map, and the Aquifer Recharge Map. These maps are given a ranking system of Priority 1 through 6 (with the exception of the Significant Surface Water Map which includes 7 Priority levels), with Priority 1 being the highest.

Square One Ranch is located entirely within Priority 2, 4, and 5 areas for the Significant Surface Water Map (Attachment A-8). Multiple wetlands throughout Priority levels 2, 3, 4, and 5 are scattered throughout the property (Attachment A-9), and a Priority 3, 4, and 5 natural floodplain, or FEMA 100-year floodplain, is located on the central and northern portions of the property associated with some of the wetland areas onsite (Attachment A-10). The site is located entirely on aquifer recharge area among Priority levels 3, 4, and 5 (Attachment A-11).

9. A general description, if any, of historical resources or structures located within the project.

None

10. A description of existing or planned development on or near the property that could adversely affect:

- a. The continuation of agricultural activities; or,
- b. Natural resource values (Species Habitat, Aquifer Recharge, or Natural Floodplain).

None

11. A description of why you are interested in pursuing a perpetual agricultural protection easement.

Explain the benefits you hope to realize by granting the easement, including but not limited to perpetuation of agriculture, protection of natural resource values, and/or income and estate tax benefits.

The landowner lives on the property and wants to see its perpetual protection. Additionally she would like to see the perpetuation of agriculture and the conservation of the natural resources. Income and estate planning are also a benefit.

12. A clear statement of the property rights to be acquired under the easement and those rights to be retained by the property owner.

The landowner wishes to retain the rights to the agricultural practices currently on the property. additionally she would like to discuss retaining a small cropping area. The landowner has a sporting clays course open to the public on the property which she would like to either carve out or include.

### **Supporting Documentation to be Submitted with Application**

**A paper or digital copy of each of the following supporting documents must be submitted with the application:**

1. Vesting deed, or deeds if the property was acquired in multiple transactions.
2. Abstract of title or title insurance policy, **if available**.
3. Boundary survey and environmental site assessment, **if available**.
4. Management or stewardship plan, **if available**.
5. Copies of county tax maps, plat maps, or Florida Department of Transportation county general highway maps, with the boundaries of the project and any outparcels clearly delineated.
6. A legible or electronic copy of the property appraiser's tax identification card(s) with the tax-assessed value and acreage of each parcel, description and approximate value of improvements, ad valorem taxes assessed, and the names and addresses of each owner identified.

Landowner/Grantor

Daphne Waldron

Print Name

Signature

Print Name

Signature

7/27/2023

Date

**Please complete the online application located at <https://www.fdacs.gov/rflpp> or return the completed paper application and all supporting documents to:**

Rural & Family Lands Protection Program

Director's Office

315 South Calhoun Street, Suite 500

Tallahassee, FL 32201-1843

FDACS-11207 Rev. 12/24

Page 6 of 10

**Answer the Following Questions by Circling the Most Appropriate Answer or Checking the Appropriate Box.**

*(These questions will not be used for the ranking process but will provide beneficial information for the site visit.)*

**1. Do you view your livestock herd management practices to be:**

*Excellent*

**2. For livestock, what is the general condition of the herd?**

*Adequate*

**3. What is the general plant vigor or health of crops/stands for timber, plant nurseries, and produce?**

**4. How closely does this operation follow a Management or Stewardship Plan?**

*Somewhat Followed*

**5. Severity of current problems with pests or pathogens?**

*None*

**6. Do you use prescribed fire as a land management tool?**

*Little Use*

**7. How intensely do you control invasive animal species (feral hogs) on your property?**

*Moderately*

**8. How intensively are invasive plant species (cogon grass, smutgrass, climbing fern, etc.) controlled on your property?**

*None Present*

**9. How would you characterize the severity of soil erosion (gullies, washouts, rills, etc.) for all operations?**

N/A

**10. Applicable Constraints and Threats to this Operation:**

*(Check all applicable Threats and Constraints)*

**Encroachment of Development; Extreme Weather; Surrounding Land Values**

<input type="checkbox"/> Encroachment of Development	<input type="checkbox"/> Market Fluctuations	<input type="checkbox"/> Materials and Equipment Limitations	<input type="checkbox"/> Labor Cost and Availability	<input type="checkbox"/> Pests and Pathogens	<input type="checkbox"/> Extreme Weather
<input type="checkbox"/> Financial Constraints	<input type="checkbox"/> Surrounding Land Values	<input type="checkbox"/> Disinterest from Younger Generation	<input type="checkbox"/> Market for Products		

**11. Does the project contain any evident effects of natural disasters?**

**No**

Yes  No

**12. Are there non-family hunting or fishing leases on the property identified in this application?**

**No**

Yes  No

RFLPP ID Number	RFLPP-00156-2023
Project Name	Square One Ranch
Acres	1,565

Agriculture and Natural Resource GIS Data Scoring	Score
<b>Primary Scores:</b>	
Project Size	0.534
Ag Landscape Priority	1.000
Ag Suitability	0.946
Ag Status	0.570
Impaired Watersheds	0.431
Smokesheds	0.884
Disadvantaged Areas	0.599
Ag Conversion Threat	0.548
Development Projections	0.000
Greenways/FL Wildlife Corridor	1.000
Landscape Integrity Index	0.998
Prox to Conservation Lands	0.800
Aquifer Recharge	0.391
<b>Bonus Scores:</b>	
Forestry - Economic Emphasis*	0.004
Proximity to Ag & Military	0.010
Species Habitat Priorities	0.009
Listed Species	0.000
Natural Communities	0.003
FL Wildlife Corridor	0.010
Corridor Bottlenecks	0.000
Surface Water Protection	0.006
Wetlands	0.001
Floodplain	0.005
Springsheds	0.000
Fire History	0.010
Elevation**	0.000
Cultural/Historical Sites	0.000

Primary measures max value = 1.000

Bonus measures max value = 0.01

\*Forestry bonus max value = 0.03

\*\*Negative bonus; max value = 0.00, min value = -0.01

See Project Scoring Summary Report for Data Descriptions

Land Cover	Acres	Percent
Crops	0	0.0%
Pasture	891	56.9%
Planted Timber	0	0.0%
Citrus	0	0.0%
Livestock Operations	0	0.0%
Altered Open	0	0.0%
Altered Wetland	0	0.0%
Developed	2	0.1%
Invasives Predominant	0	0.0%
Natural Forested Upland	495	31.7%
Natural Forested Wetland	2	0.1%
Natural Nonforested Upland	0	0.0%
Natural Nonforested Wetland	173	11.1%
Water	0	0.0%

#### Site Visit Score 0.459

Site Visits are primarily used to verify GIS data layers for the GIS Score. The site visit score is based on a sample of the total land area of the project. Sample values are based on agricultural suitability and occurring natural resource protection criteria.

Land Cover estimated from:

Cooperative Land Cover v3.4

FSAID agricultural land cover 2022

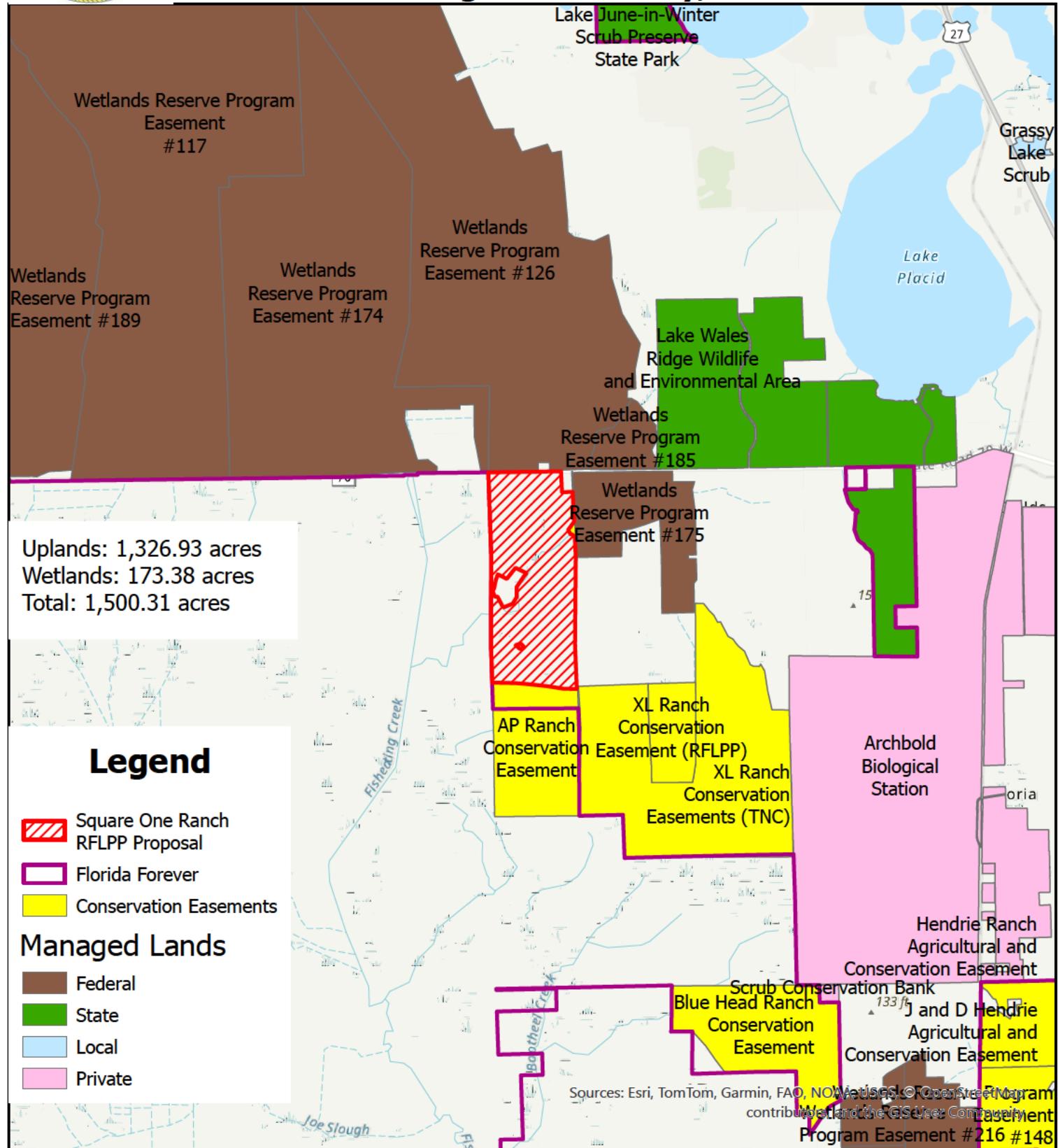


# Rural and Family Lands Protection Program

## Square One Ranch

### Daphne R. Hinton

### Highlands County, Florida



0 0.5 1 2 3 4 Miles

This map is a product of the Rural and Family Lands Protection Program and is for illustrative purposes only. This is not a survey.

ATTACHMENT 4A

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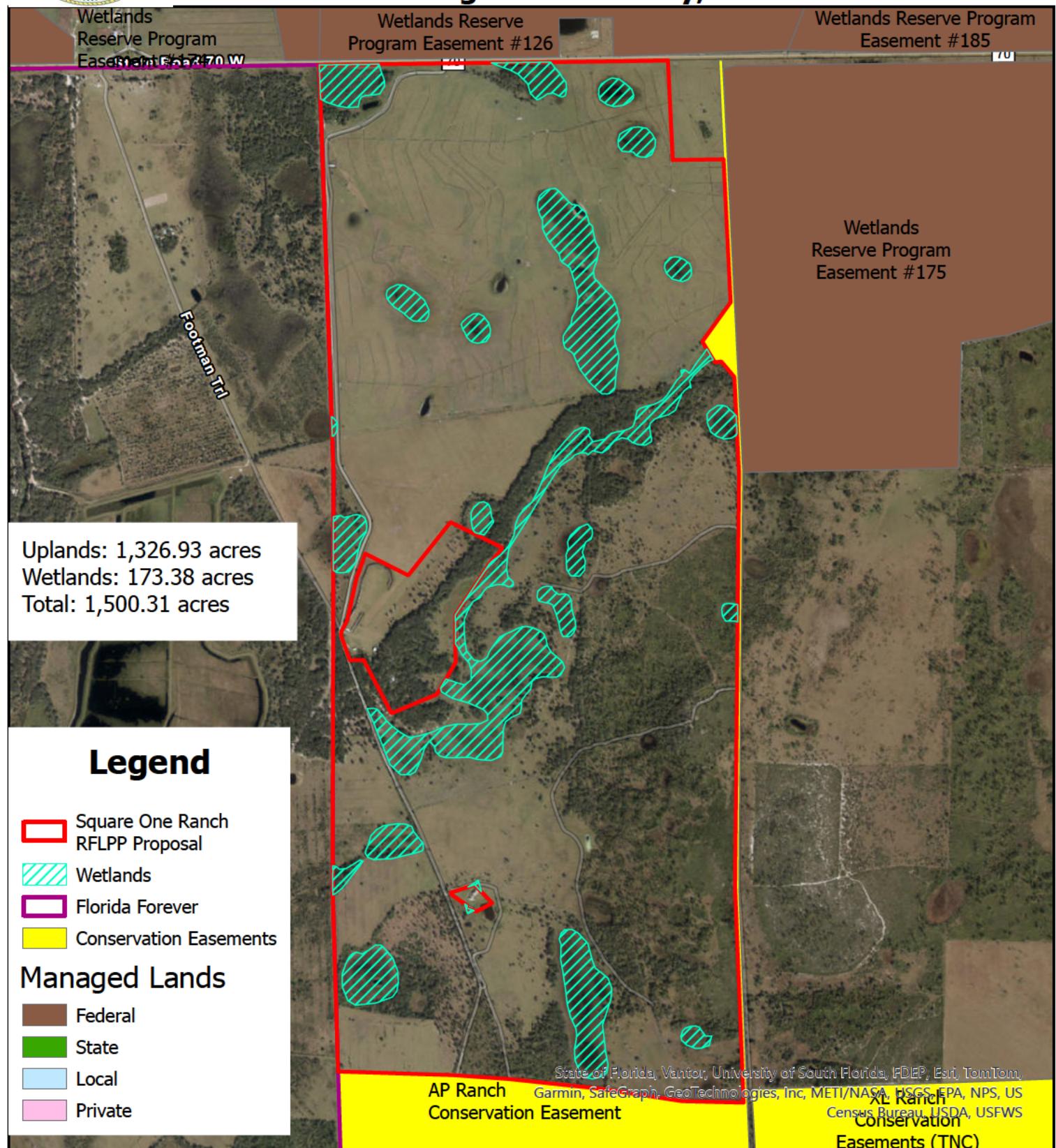


# Rural and Family Lands Protection Program

## Square One Ranch

### Daphne R. Hinton

### Highlands County, Florida



0 0.1 0.2 0.4 0.6 0.8 Miles

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**ATTACHMENT 4A**

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## OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_, between DAPHNE R. HINTON, f/k/a DAPHNE H. WALDRON, a single women, whose address is P.O. Box 941, Lake Placid, Florida 33862 as ("Seller") and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services ("FDACS"), Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843, as "Buyer". Buyer's agent in all matters shall be the Rural and Family Lands Protection Program.

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive option to purchase a perpetual conservation easement (the "Easement") in the entirety of the real property located in Highlands County, Florida, described in Exhibit "A" (the "Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if FDACS gives written notice of exercise to Seller.

2. **OPTION TERMS.** The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). Upon execution of this Agreement by FDACS, FDACS will apply to the Chief Financial Officer for a state warrant in the amount of the Option Payment, which will be forwarded to the escrow agent to hold for the benefit of Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Buyer exercises the Option; provided, however, the Option Payment shall be credited toward the purchase price at closing if Buyer timely exercises the option as discussed below. The option may be exercised during the period beginning with Buyer's written notice of approval of this Agreement and ending 120 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by written agreement or other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the extension, then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. **PURCHASE PRICE.** The purchase price for the Easement is SIX MILLION, ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$6,100,000) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Easement as determined in accordance with Sections 570.71-715, Florida Statutes, and Rule 5I-7.009, Florida Administrative Code, ("FDACS Approved Value"). The determination of the FDACS Approved Value and the Final Adjusted Purchase Price can only be made after the completion and FDACS approval of the survey required in paragraph 6.

3.B. **ADJUSTMENT OF PURCHASE PRICE.** If, prior to closing, FDACS determines that the Initial Purchase Price exceeds the FDACS Approved Value of the Easement, the Initial Purchase Price will be reduced to the FDACS Approved Value of the Easement (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to FDACS of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from FDACS of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of FDACS written notice, then Seller shall be deemed to have waived any right to terminate this

Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B., are hereinafter referred to as the "Purchase Price".

4. **ENVIRONMENTAL SITE ASSESSMENT.** Buyer, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by FDACS to determine the existence or extent of Hazardous Materials on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5.)

5. **HAZARDOUS MATERIALS.** If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to FDACS' satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 5% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the Easement described in paragraph 9 of this Agreement, to diligently pursue and accomplish the cleanup of Hazardous Materials in a manner consistent herein and with all applicable Environmental Laws to FDACS' satisfaction in its sole discretion, and at Seller's sole cost and expense.

Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Buyer, 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 on the Property prior to closing. Seller shall defend, at Seller's sole cost and expense, any legal action, claim or proceeding instituted by any person against Buyer as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials on the Property are alleged to be a contributing legal cause. Seller shall save Buyer 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.

The limitation herein on Seller's contractual obligation to indemnify Buyer as specified in this paragraph 5 shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Buyer's legal and equitable remedies against Seller under any Environmental Law for Hazardous Materials located on the Property.

6. **SURVEY.** Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by a professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised

acreage to the surveyed acreage, any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

7. **TITLE INSURANCE.** Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by FDACS, insuring marketable title to the Easement in the amount of the Purchase Price at Buyer's expense.

8. **DEFECTS IN TITLE.** If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Seller shall, within 90 days after notice from Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by FDACS, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, (d) cut out the affected portion of the Property and reduce the Purchase Price by an amount equal to the product of the Purchase Price per acre for the acres being cut out, multiplied by the acreage cut out, or (e) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement shall apply.

9. **INTEREST CONVEYED.** At closing, Seller shall execute and deliver to Buyer a perpetual, enforceable conservation easement in substantially the same form as attached hereto as Exhibit "B," free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Buyer and do not impair the marketability of the title to the Easement.

9.1 **SUBORDINATION.** If at the time of conveyance of the Easement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Buyer and Seller elects to subordinate such encumbrances rather than satisfy them at closing, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Easement, to subordinate its rights in the Property to the Easement to the extent necessary to permit the Buyer to enforce the purpose of the Easement in perpetuity and to prevent any modification or extinguishment of the Easement by the exercise of any superior rights of the holder. The priority of any existing mortgage with respect to any valid claim on the part of the mortgage holder to the proceeds of any sale, condemnation proceedings, or insurance or to the leases, rents, and profits of the Property shall not be affected by the Easement, and any lien that may be created by Buyer's exercise of any of its rights under this Agreement or by Buyer's rights under the provisions of the Easement shall be junior to any such existing mortgage. Upon request, Buyer agrees to subordinate its rights under this Agreement and the Easement to the rights of any future mortgage holders or beneficiaries of deeds of trust to the proceeds, leases, rents, and profits described above and likewise to subordinate its rights under any lien and to execute any documents required with respect to such subordination, except that the priority of any lien created by Buyer's exercise of any of its rights under this Agreement or Buyer's rights under the provisions of the Easement prior to the creation of a mortgage or deed of trust shall not be affected thereby, nor shall this Agreement or the Easement be subordinated in any other respect.

10. **PREPARATION OF CLOSING DOCUMENTS.** Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23 and 380.08(2), Florida Statutes. Buyer shall prepare the easement described in paragraph 9 of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on FDACS forms provided by FDACS.

10.1 **BASELINE DOCUMENTATION.** Buyer shall prepare baseline documentation adequately documenting the condition of the Property, which Baseline shall be signed by Seller at or prior to the date of closing. The cost of the baseline documentation shall be borne by Buyer. If the form of conservation easement provides for use of a management plan, the management plan shall be prepared as a part of the baseline documentation and the cost therefore absorbed in the same manner the cost of the baseline documentation is absorbed.

11. **FDACS REVIEW FOR CLOSING.** FDACS will approve or reject each item required for closing under this Agreement. If FDACS rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or FDACS rejects any item after delivery, the Option Expiration Date shall be extended until FDACS approves Seller's documents or until Buyer elects to terminate the Agreement.

12. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the Easement described in paragraph 9. of this Agreement and any other recordable instruments that FDACS deems necessary to assure good and marketable title to the Easement.

13. TAXES AND ASSESSMENTS. Seller shall be responsible for paying all real estate taxes and assessments applicable to the Property that are legally due and payable.

14. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.

15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property and warrants that the conservation easement shall be transferred and conveyed to Buyer with the Property 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, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any 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 conservation easement or the Property that are not readily observable by Buyer or which have not been disclosed to Buyer.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash, and debris (hereafter, "trash and debris") from the Property to the satisfaction of FDACS prior to the exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer 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 5% of the Initial Purchase Price and proceed to close, with the Buyer 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, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

16. RIGHT TO ENTER PROPERTY. Seller agrees that from the date this Agreement is executed by Seller through Closing, Buyer, and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

17. ACCESS. Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

18. DEFAULT. If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

19. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.

20. RECORDING. Buyer may record this Agreement, or notice of it, in the appropriate county or counties.

21. ASSIGNMENT. This Agreement may be assigned by Buyer, in which event Buyer will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

22. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

23. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

24. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives, and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

25. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of FDACS, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of FDACS, and shall be subject to the final approval of FDACS. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

26. WAIVER. Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

27. 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.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission or email, mailed postage prepaid, or sent by overnight courier to the following address:

For Seller:  
Daphne R. Hinton  
P.O. BOX 941  
Lake Placid, Florida 33862

For Buyer:  
FDACS – Rural and Family Lands Protection Program  
315 South Calhoun Street, Suite 500  
Tallahassee, Florida 32301-1843  
Attn: Director

30. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Easement in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

31. SURVIVAL. The covenants, warranties, representations, indemnities, and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the Easement described in paragraph 9 of this Agreement.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE FEBRUARY 6, 2026, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE FDACS APPROVED VALUE OF THE EASEMENT, AND (2) FDACS APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND

OBLIGATION TO PAY THE FINAL PURCHASE PRICE UNDER THIS AGREEMENT IS SUBJECT TO AN APPROPRIATION BY THE LEGISLATURE AND APPROVAL BY THE BOARD OF TRUSTEES. THE FINAL PURCHASE PRICE MAY NOT EXCEED THE MAXIMUM OFFER AUTHORIZED BY LAW.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

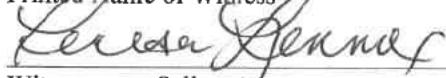
SELLER



Witness as to Seller

Melani Osorio

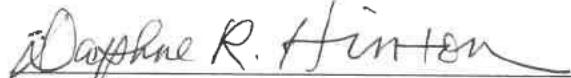
Printed Name of Witness



Witness as to Seller

Terest Leavox

Printed Name of Witness



Daphne R. Hinton, f/k/a Daphne H. Waldron

2/6/24

Date signed by Seller

STATE OF FLORIDA  
COUNTY OF Highlands

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Daphne R. Hinton, f/k/a Daphne H. Waldron, a single women, by means of  physical presence or  online notarization, who is  personally known to me or  who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and who acknowledged before me that he/she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of Feb,  
2026.

(NOTARY PUBLIC SEAL)



JOHN C STICKLE  
Notary Public  
State of Florida  
Comm# HH445307  
Expires 9/19/2027

  
Notary Public  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: HH445307

My Commission Expires: 09/19/2027

BUYER

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

BY RURAL AND FAMILY LANDS PROTECTION  
PROGRAM OF THE FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER SERVICES

\_\_\_\_\_  
Witness as to Buyer

BY: \_\_\_\_\_  
NAME: JOEY B. HICKS  
AS ITS: DIRECTOR, DIVISION OF  
ADMINISTRATION

\_\_\_\_\_  
Witness as to Buyer

\_\_\_\_\_  
Date signed by Buyer

STATE OF FLORIDA  
LEON COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared by means of [ ] physical presence or [ ] online notarization, \_\_\_\_\_, as Director (or designee), Division of Administration, Florida Department of Agriculture and Consumer Services, who is personally known to me and executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed on behalf of the Board of Trustees.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **Schedule of Exhibits and Addenda**

Exhibit A – Legal Description

Exhibit B - Deed of Easement

Exhibit A to Deed of Easement – Legal Description of Property Subject to Easement

Exhibit B to Deed of Easement – Significant Natural Areas Map

Exhibit C to Deed of Easement – Easement Monitoring Form

Exhibit D to Deed of Easement – Map of Building Envelope

Addendum 1 – Beneficial Interest and Disclosure Affidavit

**EXHIBIT "A"**

All of Section 5, Township 38 South, Range 29 East, Highlands County, Florida, LESS the East 50 feet thereof,  
ALSO LESS the right-of-way for State Road 70,

ALSO LESS

The North 1,320 feet of the East 660 feet of said Section 5,

ALSO LESS

A strip of land 50 feet wide lying immediately adjacent to and west of the West boundary of the North 1,320 feet of the East 660 feet of said Section 5,

ALSO LESS

A portion of Section 5, Township 38 South, Range 29 East, Highlands County, Florida, being described as follows: Commence at the Southeast corner of said Section 5; thence North 01°31'46" West along the East line of said Section 5 for a distance of 1240.51 feet; thence South 88°28'14" West a distance of 50.00 feet to the POINT OF BEGINNING; thence North 38°52'02" West a distance of 260.70 feet; thence South 84°05'14" West a distance of 87.23 feet; thence North 29°36'45" West a distance of 313.98 feet; thence North 37°14'27" East a distance of 627.44 feet; thence South 01°31'46" East and parallel with the East line of said Section 5 a distance of 966.81 feet to the POINT OF BEGINNING.

AND

All of Section 8, Township 38 South, Range 29 East, Highlands County, Florida, LESS the East 50 feet thereof,

AND

The North 3/4 of Section 17, Township 38 South, Range 29 East, Highlands County, Florida, LESS the East 50 feet thereof,

ALSO LESS

Begin at the Northwest corner of the South 1/4 of Section 17, Township 38 South, Range 29 East, Highlands County, Florida, run thence North 00° 25' 15" West 1,638.78 feet along the westerly line of said section; thence South 86° 52' 49" East 1,475.08 feet; thence South 84° 42' 51" East 729.45 feet; thence South 82° 37' 07" East 1,194.04 feet; thence South 80° 03' 55" East 1,076.25 feet; thence South 87° 16' 32" East 799.75 feet to a point lying 50 feet West of the East line of said Section 17; thence Southerly along a line lying 50 feet West of said East line to a point lying 50 feet West of the Northeast corner of the South 1/4 of said Section 17; thence Westerly along the North line of the South 1/4 of said Section 17 to the Point of Beginning.

This instrument prepared by and returned to:  
Rural and Family Lands Protection Program  
c/o Bret Hader  
315 South Calhoun Street, Suite 500  
Tallahassee, Florida 32301-1843

Project Name: Square One Ranch  
County: Highlands

**DEED OF RURAL LANDS PROTECTION EASEMENT**

**THIS DEED OF RURAL LANDS PROTECTION EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, by DAPHNE R. HINTON, f/k/a DAPHNE H. WALDRON, a single women, whose address is P.O. Box 941, Lake Placid, Florida 33862, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("Grantee").

*The terms "Grantor" and "Grantee" shall include the singular and the plural, and the heirs, successors and assigns of Grantor and Grantee, and the provisions of this Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their heirs, successors, and assigns.*

**NOTICES**

All notices required to be given pursuant to this Deed of Rural Lands Protection Easement shall be sent to the parties at the following addresses.

Grantor's Address: Daphne R. Hinton, P.O. Box 941, Lake Placed, Fl. 33862

Grantee's Address: Florida Department of Agriculture and Consumer Services,  
315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843.  
Attention: Program Director, Rural and Family Lands Protection Program.

Copy to: United States Air Force, Det 1, 23 WB, Attention: Charles E. MacLaughlin,  
8707 North Golf Course Avenue, MacDill AFB, Florida 33621-5311

Copy to: United States Air Force, Air Force Civil Engineer Center, Attention:  
AFCEC/CI 3515 South General McMullen - Building 1, San Antonio, Texas 78226-  
1710

## RECITALS

A. Grantor is the sole owner in fee simple of certain real property described in Exhibit "A" attached hereto ("Property"), which is the subject of the terms of this Deed of Rural Lands Protection Easement ("Easement").

B. This Easement is acquired under the Rural and Family Lands Protection Program administered by the Florida Department of Agriculture and Consumer Services ("FDACS"). The goal of this program is to protect the integrity, economic viability, and function of working landscapes, ensure opportunities for sustainable agricultural activities on working lands, and to promote the conservation, restoration, and enhancement of species habitat and natural areas consistent with sustainable agricultural activities and the purposes for which this Easement is acquired.

C. The fact that any use of the Property that is expressly prohibited by the terms of this Easement may become greatly more economically valuable than uses allowed by the terms of this Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Easement has been considered by Grantor in granting this Easement and by Grantee in accepting it.

D. Grantor and the Grantee mutually recognize the special character of the Property as a working landscape that has traditionally been used for agriculture, as that term is defined in Section 570.02(1), Florida Statutes, and have the common purpose of conserving certain values and character of the Property by conveyance to the Grantee of a perpetual Easement on, under, over, and across the Property, to conserve the character of the Property, continue certain land use patterns that are consistent with the purposes of this Easement, and prohibit certain further development activities on the Property.

E. The existing agricultural uses and ecological values of the Property are documented in the Baseline Documentation Report ("BDR") for the Property signed by Grantor and Grantee and dated \_\_\_\_\_. The BDR consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The BDR is maintained in the offices of the FDACS and is incorporated in this Easement by this reference. A copy of the BDR is available from the FDACS upon request.

F. Significant Natural Area ("SNA"). There are certain agricultural lands with important species habitat or water resources occurring within the boundaries of the Property, more particularly identified as SNA(s) in the BDR. An SNA is defined as a particularly outstanding or sensitive area that the parties agree are desirous of

protection due to the presence of the following: 1) high-quality terrestrial or aquatic habitats, which possess significant biodiversity, high-quality resources, intact community organization, or other ecologically significant qualities; 2) habitats for rare species of plants or animals; or 3) significant geological features or historic sites. Designation of an SNA accords an extra level of protection, ensuring that the natural or cultural features within the SNA will continue to be managed appropriately and, in a manner, ensuring the continued protection of the resources. While the designation of these areas as SNAs in the BDR is intended to set them aside for conservation, management activities in an SNA may include activities commensurate with the management of conservation lands to include such activities as prescribed burning, removal of invasive species and native species restoration, and maintenance of existing agricultural structures, primarily roads, fences, drainage improvements, and boundary signs. In addition, Grantor may continue livestock grazing in an SNA, as long as Grantor's management of such grazing activity protects the quality and integrity of the SNA. Other activities that may be undertaken in SNAs are scientific research, environmental education, and activities related to ecosystem services market programs, at Grantor's sole discretion. The SNAs are identified on the map in Exhibit "B" attached hereto.

G. Grantee is an agency authorized under the terms of Sections 570.71, Florida Statutes, to hold easements for the preservation and protection of agricultural lands threatened by conversion to other uses, as well as the promotion and improvement of wildlife habitat, protection and enhancement of water bodies, aquifer recharge areas, wetlands and watersheds, and perpetuation of open space on lands with SNAs.

H. Conservation Purpose. The definition of "conservation purpose" contained in 26 U.S.C. 170(h)(4), includes the preservation of open space, including farmland and forest land, where such preservation is pursuant to a clearly delineated state conservation policy and will yield a significant public benefit. The Rural and Family Lands Protection Program, is a state conservation policy, delineated in Chapter 570, Florida Statutes established for the promotion and improvement of wildlife habitat, protection and enhance water bodies, aquifer recharge areas, wetlands, and watersheds, perpetuate open space on lands with significant natural areas, and protect agricultural lands threatened by conversion to other uses. Grantor and the Grantee have the common purpose of conserving open space by conveyance to the Grantee of this Easement and expect this Easement will yield a significant public benefit consistent with the enumerated purposes of the Rural and Family Lands Protection Program.

I. The parties agree to honor the purposes for which this Easement is acquired and to preserve and protect in perpetuity the values of the Property for the benefit of this generation and the generations to come.

J. Grantor and Grantee agree that the agricultural and conservation values of the Property are compatible with the use of neighboring properties as part of a military installation (the "Installation") and that certain restrictions may apply and be included in this Easement in order to maintain consistency between this Easement and other conservation easements that have or may be granted to the United States of America. Such restrictions limit any development or use that would be incompatible with the mission of the Installation or might interfere, whether directly or indirectly, with current or future military training, testing, or operations on or adjacent to the Installation.

K. Grantor intends that the United States, by and through the Secretary of the Air Force (the "Third Party Beneficiary" or "United States"), pursuant to 10 USC 2684a, be vested with the authority to enforce this Easement for its contribution of XXXXXXXXXX AND 00/100 DOLLARS (\$XXXXXX.00) to support this transaction.

NOW, THEREFORE, to achieve these purposes, and in consideration of \$10.00 and other good and valuable consideration, including the recitals above, and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular Section 570.71, Florida Statutes, but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee this Easement in perpetuity over the Property of the nature and character hereinafter set forth, and the parties intending to be bound hereby agree as follows:

## **ARTICLE I. RECITALS**

The Recitals set forth above are true and correct and incorporated herein by reference.

## **ARTICLE II. DURATION OF EASEMENT**

This grant of Easement over the Property shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, guests, and licensees.

## **ARTICLE III. PURPOSE OF EASEMENT**

It is the purpose of this Easement to (i) effect the Rural and Family Lands Protection Program ("RFLPP") pursuant to Florida Statutes; (ii) assure that the Property will be retained forever in its condition as a working landscape; (iii) preserve the Property as productive agricultural land that sustains for the long term both the economic and ecological values of the Property and its environs; and (iv) provide a

relatively natural habitat for fish, wildlife, plants, or similar ecosystems, through management guided by the following principles:

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Maintenance of soil productivity and control of soil erosion.
- Maintenance or improvement of the overall quality of the timber resource.
- Protection of the integrity and function of the working landscape, including any buffers to natural areas, ecological greenways and functioning ecosystems.
- Promotion of the restoration, enhancement, or management of species habitat.
- Protection, restoration, or enhancement of water bodies and aquifer recharge areas including uplands and springsheds, wetlands, or watersheds.
- Conservation and protection of unique and fragile natural areas and rare species habitats.
- Perpetuation of open space on working lands that contain SNAs.
- Allowance of appropriate uses of the Property for activities which will provide long term economic sustainability.

The above purposes (i.e., clauses (i) through (iv), inclusive of the bulleted principles) are hereinafter referred to as the "Easement Purposes." Grantor agrees that this Easement will confine the use of the Property to such activities as are consistent with the Easement Purposes, and Grantor agrees to manage the Property in a manner consistent with the Easement Purposes.

#### **ARTICLE IV. RIGHTS GRANTED TO THE GRANTEE**

To accomplish the Easement Purposes the following rights are conveyed to Grantee by this Easement:

A. The right to enforce protection of the Easement Purposes of the Property for which this Easement was acquired.

B. All future residential, commercial, and industrial rights, together with all development rights incidental thereto, that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that

have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

C. The right to enter upon the Property on an annual basis, and more often if Grantee determines that such entry is warranted, at reasonable times in order to inspect and monitor compliance with and otherwise enforce the terms of this Easement ("Inspections"); provided that such entry shall be upon prior reasonable notice to Grantor, which, except in the event of an emergency or enforcement requiring immediate access as determined by Grantee, is defined as seven (7) days advance notice. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. The right to conduct Inspections, annually or otherwise, to monitor Grantor's compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit "C". The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantor and Grantee; however, nothing in this section prohibits the Grantor and the Grantee from mutually agreeing to a reasonable opportunity to cure an identified deficiency in lieu of establishing a corrective action plan. Upon Grantee's finding that Grantor is in compliance with the terms of this Easement, a copy of the completed monitoring form will be provided to the Grantor and a copy will be retained by the Grantee for a minimum of five (5) years. Upon a finding of noncompliance, a corrective action plan may be developed, which may be a notation in the comments section on the monitoring form regarding completion of certain actions or cessation of actions in order to attain compliance or the plan may be a more detailed plan developed separately to set expectations and deadlines for completion of remedial measures. In either case, the Grantee will work with the Grantor to negotiate a reasonable schedule, but all remedial measures shall be completed at Grantor's expense.

E. The right to prevent any activity on or use of the Property that is inconsistent with the Easement Purposes or terms of this Easement and to require the restoration of or to restore, in accordance with law, such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost.

F. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.

G. A right to prior notice of Grantor's intent to sell or transfer title as provided in Article IX, Paragraph G. This right of notice shall be triggered by sales or transfers

of title by Grantor, including gifts and bequests as well as transfers to entities in which Grantor owns, directly or indirectly, a majority of the controlling interests.

H. The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim arising out of or related to any negligent or willful act or omission of the Grantor, Grantor's agents, guests, lessees, licensees, invitees, or any others on the Property with the express or implicit permission of Grantor.

I. The right to be indemnified by Grantor for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known, or should have been known, to the Grantor.

J. The right to have the Property maintained in accordance with the terms of this Easement, understanding that the Property may develop through the forces of nature hereafter, subject only to the exercise of Grantor's Reserved Rights, and the Rights Granted to the Grantee, as described in this Easement.

K. The right to cut and remove timber in Grantee's sole discretion, if Grantor, within 60 days after written notice from Grantee, fails to cut and remove said timber damaged by natural disaster, fire, infestation, or the like. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.

## ARTICLE V. PROHIBITED USES

The Property shall be maintained to preserve the Easement Purposes. Without limiting the generality of the foregoing, Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted on the Property, except for those rights and practices reserved by Grantor in this Easement:

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including those defined by the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, the Federal Emergency Planning and Community Right-To-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the governmental water management district applicable to or having jurisdiction

over the Property ("Water Management District"), now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (collectively referred to as "Contaminants") on the Property, now or at any time hereafter in effect. This prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the terms of this Easement, and that is disposed of in accordance with applicable local, state, and federal requirements, and Best Management Practices ("BMPs") adopted by FDACS or its successor agency, as amended from time to time.

B. Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, except those required for environmental restoration, federal, state or local regulatory programs, or BMPs, including but not limited to, mining, excavation of surface or subsurface materials, the exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances. There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, by an individual or entity acting under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control, unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, or pollution of existing surface or subsurface water flow or natural water sources, freshwater lakes, ponds and pond shores, marshes, creeks, or any other water bodies except as consistent with BMPs for the type of agricultural activities being conducted. Provided, however, Grantor may construct, operate, maintain, or replace groundwater wells, ditches, swales and other water conveyance structures, drainage structures or other water management improvements incident to allowed uses on the Property, conduct seismic or other non-invasive testing, drill for and extract oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, subject to legally required permits and regulations. As reasonably necessary, Grantor may combat erosion or flooding or conduct other allowed activities using material from existing excavation sites identified in the BDR.

C. Planting of nuisance, exotic or non-native plants as listed by the Exotic Pest Plant Council or the University of Florida's Institute of Food and Agricultural Sciences, or their successors, except for plants approved by Grantee and needed to support agricultural activities allowed hereunder. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for

the eradication of exotics, or non-native wild plants, on the Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the Grantee.

D. Concentrated animal feeding operation not in compliance with applicable federal and state laws, rules, and regulations, as amended.

E. New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on or above the ground of the Property except as may be necessary by Grantor for maintenance or to serve the permitted uses of the Property that are consistent with the Easement Purposes or during emergency situations or as may otherwise be specifically provided for in this Easement. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Easement Purposes.

F. Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under this Easement, and except for linear facilities described in section 704.06(11), Florida Statutes. Provided, however, Grantee (i) may erect and maintain signs designating the Property as land under the protection of Grantee, and (ii) shall be entitled to recover from Grantor, and Grantor's personal representatives, heirs, successors, and assigns reasonable compensation based on diminution in value of Grantee's interest for the construction and operation of any public or private linear facilities and related access and appurtenances, as described in section 704.06(11), Florida Statutes.

G. Fertilizer use, including sludge or sludge products, for agriculture activities not in accordance with agricultural BMPs recommended by the United States Department of Agriculture Natural Resources Conservation Service ("NRCS") or FDACS, whichever is more stringent, as those BMPs may be amended from time to time. No agricultural activities shall occur within a 100-foot buffer around sinkholes or karst features that are connected to spring conduits, except as provided in the applicable BMPs.

H. Actions or activities that may reasonably be expected to adversely affect state or federally listed threatened or endangered species.

I. Any subdivision of the Property that is inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended, except as expressly allowed under this Easement.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

L. Mitigation banks not authorized under and in compliance with Florida Statutes and Administrative Rules, as amended, or the rules of applicable federal mitigation bank programs.

M. Construction or improvements in any SNA or conversion of any SNA, except temporary structures (defined hereinafter) for hunting allowed in Article VI, Paragraph M. Temporary structures are defined as those structures that are able to be readily removed. Any use of the Property which would impair, adversely impact, or destroy an SNA, including a change to more intensive agricultural practices, is also prohibited.

N. Conversion of forested areas within the SNAs as shown in the BDR to non-forested areas.

O. No operations of any type shall be permitted that produce smoke, glare, or other visual hazards, or that encourage large concentrations of birds that may be dangerous for aircraft operating from the Installation, except as expressly allowed in Article VI, Paragraph D.

P. No structure or tree may exceed 80 feet above ground level. Grantee shall have the right, but not the duty to cut and remove any tree which exceeds such height. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such tree shall inure to the benefit of Grantee.

Q. No lighting shall be permitted that may be dangerous, distracting, or misleading to aircraft operating from the Installation. This type of lighting includes, but is not limited to, strobe lights, non-emergency vehicle rotating beacons, or light sources above 16,000 lumens. Light sources above 16,000 lumens must be angled 15 degrees below the horizon.

## ARTICLE VI. GRANTOR'S RESERVED RIGHTS

Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, the following specified rights ("Reserved Rights"), which are deemed to be consistent with the Easement Purposes. The exercise of the Reserved Rights is subject to the prohibitions in Article V and must be in full accordance with all applicable BMPs and local, state and federal law, as amended from time to time, as well as in accordance with the Easement Purposes.

A. Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title in the Property, subject to this Easement. Further, Grantor retains and reserves all rights of, in, and to the Property not conveyed to Grantee under Article IV or prohibited by Article V.

B. Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated an SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations.

C. The right to conduct silvicultural operations on the Property provided, however, that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods consistent with the perpetual protection of the SNAs.

D. The right to conduct prescribed burning and mechanical brush management on the Property; provided, however Grantor shall obtain and comply with a prescribed fire authorization from the Florida Forest Service of FDACS or its successor agency.

E. The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior and subordinate to this Easement.

F. The right to contest tax appraisals, assessments, taxes, and other charges on the Property.

G. The right to continue to use, maintain, repair, and reconstruct existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, culverts and such other facilities on the Property as depicted in the BDR. Expanding existing cow pens as necessary to conduct normal cattle operations on the Property shall be allowed, except when located in an SNA. Grantor must obtain the advanced written approval of grantee to expand existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, culverts and such other facilities on the Property.

H. The right to sell, devise or otherwise transfer ownership of fee title to the Property to a third party. No easements, rights-of-way, restrictions, or less than fee simple interests in the Property shall be granted or conveyed after the date of this instrument unless such encumbrances are approved, in advance and in writing, by the Grantee and recorded in the public records of the county(ies) in which the Property is located. The Grantee may give such approval if it determines, in its sole discretion, that such encumbrance would be consistent with the Easement Purposes.

- I. The right to exclusive use of the improvements on the Property.
- J. The right to obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the Water Management District or any governmental agency having jurisdiction over those activities.
- K. The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of Grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences.
- L. The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with this Easement.
- M. The right to observe, maintain, photograph, introduce and stock native fish or wildlife on the Property, and to use the Property for hiking and horseback riding and other activities that are low impact and minimally disruptive to the natural environment, as well as to use the Property for agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended, for agritourism that is both related to the agricultural uses reserved in this Easement and consistent with the terms of this Easement. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, including the right to locate, construct, and maintain hunting blinds, tree stands, wildlife food plots, and feeders on the Property that are temporary and readily removable. Grantor may lease and sell privileges of such rights.
- N. The right to install connections to normal utility systems, such as electric, cable, water, sewer, communication, and telephone that are consistent with the Easement Purposes and incidental to serve the allowed uses of the Property. If a connection to a sewer system is not available, this right shall include the right to install a septic system provided it is not located in an SNA. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms are prohibited, unless approved by Grantee pursuant to Article VI, Paragraph H. Existing utilities may be replaced or repaired at their current location.
- O. Grantor reserves the right to subdivide the Property into not more than (3) three individual parcels of not less than 464 acres each. Grantor shall provide legal descriptions for the (3) three parcels upon subdivision of the Property. There shall

be no further subdivision of the Property which is the subject of this Easement. It is understood by Grantor and Grantee that, if any or all of the (3) three parcels are conveyed to Grantor's family members, the conveyances shall not be subject to the provisions of Article IX, Paragraph G.1.

P. Grantor reserves (3) three building envelope(s), and the right, after giving notice to Grantee, to develop within the envelope up to 15,000 square feet of impervious surfaces for residential purposes, as described and depicted in Exhibit \_\_\_\_\_ attached hereto (the "Building Envelope(s)"). The Building Envelope(s) will not exceed (2) two contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope(s). Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property, including residential buildings, residential support buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs, not including agricultural buildings. Any such development may not be constructed within an SNA. Grantor, at its expense, shall provide to Grantee legal descriptions and surveys for the Building Envelope(s) prior to development.

Q. The right to engage in environmental, natural resource, habitat, water restoration, and other ecosystem services projects or markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and are consistent or complementary with the purposes and the terms of this Easement. These projects include those that promote the conservation, restoration, and proper hydrological functioning of the natural environment, provided such activities are consistent with the BMPs applicable to such water resource management and restoration projects. The Grantor has the exclusive right to sell conservation credits or other form of ecosystem services rendered and retain all consideration from such sales provided such activities are consistent and complementary to the terms of the Easement. Any such ecosystem services shall not reduce the agriculture production area by more than 10% of the total agricultural production area listed in the BDR. Grantor, at its expense, shall provide to Grantee legal descriptions and surveys for the proposed ecosystem services project prior to development.

## ARTICLE VII. GRANTEE'S REMEDIES

A. If Grantee determines that Grantor is in violation of the terms of this Easement, including any amendments, modifications, updates, or revisions thereto, or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property, to restore the portion of the Property so injured. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee or, under circumstances where the violation cannot reasonably

be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to: (i) enforce the terms of this Easement, (ii) enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, (iii) recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any values or Easement Purposes protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and (iv) require the restoration of the Property to the condition that existed prior to any such violation or injury.

B. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the values of the Property, Grantee may pursue its remedies under this Article VII without prior notice to Grantor or without waiting for the period provided for cure to expire.

C. Grantee's rights under this Article apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Article, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Easement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

D. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

E. Grantor hereby waives any defense of estoppel, adverse possession, or prescription.

F. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions

to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

G. Grantor shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, and contractors and the personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent due to the negligence of any of the Indemnified Parties; (2) the obligations specified in Article IX, Paragraphs A and B; or (3) the enforcement of this Easement.

## **ARTICLE VIII. PUBLIC ACCESS**

A. **No General Public Access.** The granting of this Easement does not convey to the public the right to enter the Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this prohibition.

B. **Scientific, Environmental, Conservation, Educational Organizations.** Notwithstanding the foregoing, Grantor, in its sole discretion, may grant to scientific, environmental, conservation and educational organizations the right to enter upon the Property or adjoining property of Grantor to conduct scientific or educational investigations or studies consistent with the Easement Purposes, on such terms as Grantor, in its sole discretion, may determine.

## **ARTICLE IX. MISCELLANEOUS**

A. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

B. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon or incurred as a result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon 3 days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill,

statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

**C. Extinguishment.** If unexpected circumstances arise in the future that render the Easement Purposes impossible or unfeasible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims and costs of sale, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with Article IX, Paragraph D. Grantee shall use all such proceeds in a manner consistent with the Easement Purposes or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

**D. Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article IX, Paragraphs C and E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant of Easement attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant (Grantee's percentage interest is referred to herein as Grantee's "Proportionate Share"). For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

**E. Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain or otherwise acquired by any authority with power of eminent domain through a purchase in lieu of a taking, Grantee shall be entitled to its Proportionate Share from the recovered proceeds in conformity with the terms of Article IX, Paragraph D. The respective rights of Grantor and Grantee set forth in this paragraph shall be in addition to, and not in limitation of, any rights of Grantee under applicable law.

**F. Assignment.** This Easement is transferable by Grantee, but Grantee may assign its rights and obligations under this Easement only to a governmental entity

in accordance with Florida law. As a condition of the transfer, the terms and conditions of the Easement shall continue.

**G. Property Interest Transfers.** In addition to Grantee's approval rights set forth in Article VI, Paragraph H, Grantor further agrees to give written notice to Grantee of the transfer of any interest in the Property. The failure of Grantor or Grantee to perform any act required by this paragraph shall not impair the validity or priority of this Easement or limit its enforceability in any way.

1. Right of Grantee to Negotiate in Advance of Sale.

a. The terms of this right are such that if Grantor intends to publicly offer the Property for sale, or any interest or portion thereof, Grantor shall deliver to Grantee notice of such intent (including the date, time, and location of the intended offering) at least 45 days prior to offering the Property for sale.

b. In addition, if Grantor receives an unsolicited, but acceptable, offer from a prospective buyer to purchase the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantee notice of Grantor's intent to accept the offer, including the names and addresses of any party to whom the Property is to be transferred, a description of the land to be transferred, and all relevant terms of the offer received, such that Grantee receives the notice at least 45 days prior to execution of a contract for such sale (Grantor agrees that any such contract for sale shall be made expressly subject to Grantee's right to negotiate for the purchase of the Property provided in Paragraph 1.c. below).

c. Under notice provided pursuant to Paragraphs 1.a. and 1.b. above, Grantor shall, in good faith, afford Grantee an opportunity to negotiate the acquisition of the Property, or such portion thereof or interest therein that Grantor intends to sell. If Grantee desires to negotiate the acquisition of the Property (or such portion thereof or interest therein as applicable), Grantee shall so notify Grantor within 30 days after receipt of Grantor's notice of intent. If Grantor and Grantee are unable, in good faith, to agree to terms of an acquisition of the Property (or such interest therein or portion thereof as applicable) within 45 days after Grantee's notice to Grantor under this paragraph, Grantor may sell the Property free of the right granted in this Article IX, Paragraph G.1.

d. This right of notice shall not be triggered by sales or transfers between Grantor and lineal descendants of Grantor or entities in which Grantor owns a majority of the controlling interests. The right or notice granted herein applies to the original Grantor and to said original Grantor's heirs, successors, and assigns.

2. Subsequent Transfers. Grantor agrees to notify Grantee of the names and addresses of any party to whom the Property, is to be transferred at least 45 days prior to the date of such transfer.

3. Continuation of Agricultural Production. As a condition of any Property transfer, Grantor shall deliver certified notice in writing to the prospective transferee that the Property must continue to be used for bona fide agricultural production purposes in accordance with this Easement. In addition, Grantor will incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests or conveys any interest in the Property, including a lease or other legal instrument by which any interest in the Property is conveyed.

4. Statement of Compliance. Grantor may request in writing at least 45 days prior to sale, mortgage, transfer or long term (five years or longer) lease of the Property, or any portion thereof, a written statement from Grantee stating that, to Grantee's actual knowledge, Grantor is in compliance with the terms of this Easement, or if Grantor is not in compliance with the terms of this Easement, stating what violations of this Easement exist according to Grantee's actual knowledge. Grantee agrees in such cases to acknowledge, execute, and deliver to Grantor or to any mortgagee, transferee, purchaser, or lessee such a written statement concerning compliance within 45 days from receipt by Grantee of a written request therefor. Nothing contained in this Easement shall relieve the Grantor from the responsibility to comply with applicable federal, state, and local laws and regulations.

5. Grantor's Liability after Transfer. In the event of a sale or the transfer of title of the Property to an individual or entity other than the current legal owner, Grantor will immediately notify Grantee. Thereafter, Grantee will confer with the new owner within 30 days and explain, discuss, and plan the transfer of the responsibility of carrying out the terms of this Easement, such that the long-term benefits to everyone concerned and the terms of this Easement will not be impaired by default or otherwise. Grantor and each subsequent owner of the Property shall have no personal liability for the observance or performance of the obligations of the Grantor hereunder, with respect to any interest in the Property conveyed, after the Grantor or subsequent owner has conveyed their interest in the Property as permitted by and pursuant to the terms of this Easement.

**H. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, or by overnight mail service, addressed to the parties as set forth in this Easement, or to such other addresses such party may establish in writing to the other. If time is of the essence, initial notice by electronic mail is acceptable, but shall be followed by written notice as provided in this paragraph as soon as possible.

I. **Recordation.** Grantee shall record this instrument and any amendments in timely fashion in the official records of the county(ies) in which the Property is located and may re-record it at any time as may be required to preserve its rights in this Easement.

J. **Non-Homestead Certification.** Grantor hereby certifies that if a Grantor who is married signs this Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor/Grantor's spouse nor the primary physical residence of Grantor/Grantor's spouse, nor is the Property contiguous to the homestead or primary physical residence of Grantor/Grantor's spouse.

K. **Amendments.** The terms of this Easement may be amended by the mutual consent of the parties hereto. No amendment shall be effective until executed with the formality of a deed and recorded in the public records of the county(ies) in which the Property is located.

L. **Controlling Law.** The laws of the State of Florida shall govern the interpretation and performance of this Easement.

M. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grantee to effect the Easement Purposes and the policy and purpose of Section 570.71, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Easement Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

N. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

O. **Joint Obligation.** The obligations imposed by this Easement upon Grantor shall be joint and several.

P. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

Q. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's entire interest in the Easement

or Property as permitted by and pursuant to the terms hereof, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

**R. Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**S. References.** References to statutes or rules in this Easement shall be to the text of such statute or rule on the date of execution of this Easement unless stated otherwise.

**T. Third Party Beneficiary.** The United States may enter the Property at reasonable times to monitor compliance with and enforce the terms of this Easement; provided that entry shall be made after giving reasonable notice to the Grantor and Grantee as each circumstance may permit, and the United States shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property. Upon any violation of the terms of this Easement, including amendments, modifications, updates, or revisions thereto, the United States may institute suit to enjoin any such violation as provided in this Easement under Article VI and as authorized by law. Enforcement of the terms of this Easement shall be undertaken at the discretion of the United States. No failure on the part of the United States to enforce any term of this Easement on one occasion shall discharge or invalidate that term of the Easement or affect the enforcement rights of the United States provided herein. Grantor agrees to also provide written notice to the United States of a transfer or assignment of any interest in the Property at least thirty (30) days in advance. Grantor agrees to make any such transfer or assignment subject to the terms of the Easement as provided herein.

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever.

*[signature pages follow]*

**IN WITNESS WHEREOF** Grantor and Grantee have set their hands on the day and year first above written.

**GRANTOR:**

Witnesses:

Signature: \_\_\_\_\_

Daphne R. Hinton,  
f/k/a Daphne H. Waldron

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Daphne R. Hinton, f/k/a Daphne H. Waldron, a single women, by means of [ ] physical presence or [ ] online notarization, who is [ ] personally known to me or [ ] who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_

NOTARY PUBLIC

\_\_\_\_\_  
Signed

My Commission Expires:

\_\_\_\_\_  
Printed

**GRANTEE:**

Witnesses:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: 315 South Calhoun St., Ste 500  
Tallahassee, FL 32301-1843

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: 315 South Calhoun St., Ste 500  
Tallahassee, FL 32301-1843

BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT TRUST  
FUND OF THE STATE OF FLORIDA

By: FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES

By: \_\_\_\_\_

DIRECTOR, DIVISION OF  
ADMINISTRATION

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared by means of [ ] physical presence or [ ] online notarization, \_\_\_\_\_, as Director (or designee), Division of Administration, Florida Department of Agriculture and Consumer Services, who is personally known to me and executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed on behalf of the Board of Trustees.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

NOTARY PUBLIC

Signed

My Commission Expires:

Printed

## **SCHEDULE OF EXHIBITS**

- A. Legal Description of Property Subject to Easement
- B. Significant Natural Areas Map
- C. Easement Monitoring Form
- D. Map of Building Envelope(s)

## **EXHIBIT "A"**

All of Section 5, Township 38 South, Range 29 East, Highlands County, Florida, LESS the East 50 feet thereof,  
ALSO LESS the right-of-way for State Road 70,

ALSO LESS

The North 1,320 feet of the East 660 feet of said Section 5,

ALSO LESS

A strip of land 50 feet wide lying immediately adjacent to and west of the West boundary of the North 1,320 feet of the East 660 feet of said Section 5,

ALSO LESS

A portion of Section 5, Township 38 South, Range 29 East, Highlands County, Florida, being described as follows:  
Commence at the Southeast corner of said Section 5; thence North 01°31'46" West along the East line of said Section 5 for a distance of 1240.51 feet; thence South 88°28'14" West a distance of 50.00 feet to the POINT OF BEGINNING; thence North 38°52'02" West a distance of 260.70 feet; thence South 84°05'14" West a distance of 87.23 feet; thence North 29°36'45" West a distance of 313.98 feet; thence North 37°14'27" East a distance of 627.44 feet; thence South 01°31'46" East and parallel with the East line of said Section 5 a distance of 966.81 feet to the POINT OF BEGINNING.

AND

All of Section 8, Township 38 South, Range 29 East, Highlands County, Florida, LESS the East 50 feet thereof,

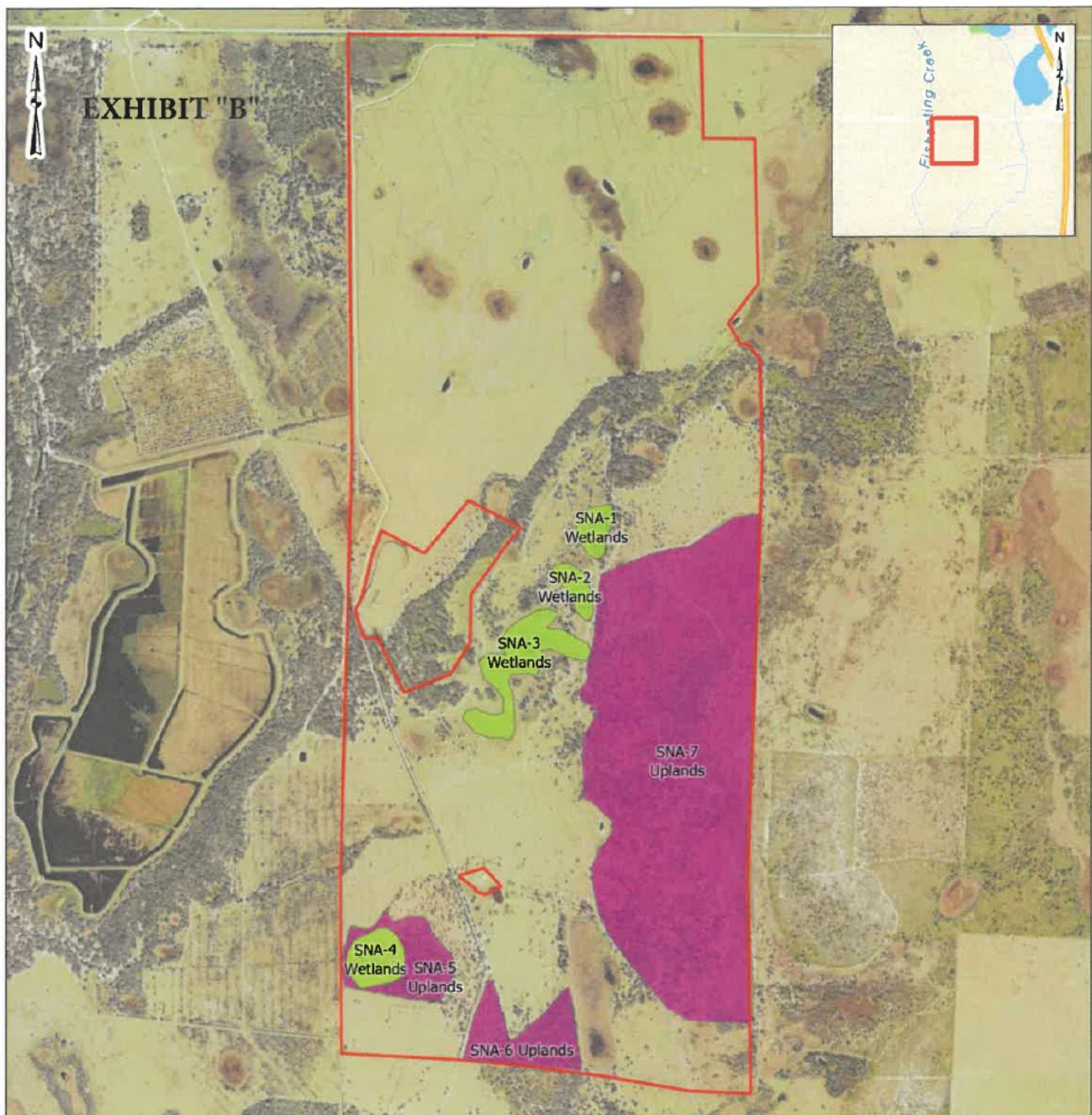
AND

The North ¾ of Section 17, Township 38 South, Range 29 East, Highlands County, Florida, LESS the East 50 feet thereof,

ALSO LESS

Begin at the Northwest corner of the South 1/4 of Section 17, Township 38 South, Range 29 East, Highlands County, Florida, run thence North 00° 25' 15" West 1,638.78 feet along the westerly line of said section; thence South 86° 52' 49" East 1,475.08 feet; thence South 84° 42' 51" East 729.45 feet; thence South 82° 37' 07" East 1,194.04 feet; thence South 80° 03' 55" East 1,076.25 feet; thence South 87° 16' 32" East 799.75 feet to a point lying 50 feet West of the East line of said Section 17; thence Southerly along a line lying 50 feet West of said East line to a point lying 50 feet West of the Northeast corner of the South 1/4 of said Section 17; thence Westerly along the North line of the South 1/4 of said Section 17 to the Point of Beginning.

EXHIBIT "B"



Project Boundary (1500.20 ac.±)

Significant Natural Areas

Wetlands (40.78 ac.±, 2.7% of site)

SNA-1 Wetlands (5.28 ac.±)

SNA-2 Wetlands (4.67 ac.±)

SNA-3 Wetlands (20.52 ac.±)

SNA-4 Wetlands (10.31 ac.±)

Uplands (315.57 ac.±, 21.0% of site)

SNA-5 Uplands (27.85 ac.±)

SNA-6 Uplands (21.93 ac.±)

SNA-7 Uplands (265.79 ac.±)

Feet

0 900 1,800 3,600

DATA SOURCES:  
Terracon - Significant Natural Area Identification  
(10/2025); USDA - NAIP Imagery Basemap; ESRI -  
World Street Map

Project No.:  
HF257178

Date:  
Oct 2025

Drawn By:  
JMA

Reviewed By:  
FP

**Terracon**

3559 Timberlane School Rd      Tallahassee, FL 32312  
PH. (850) 692-7185      terracon.com

Significant Natural Areas

Florida Department of Agriculture and  
Consumer Services  
Square One Ranch  
Highlands County, Florida

Exhibit

1

## EXHIBIT C



WILTON SIMPSON  
COMMISSIONER

### Florida Department of Agriculture and Consumer Services RURAL AND FAMILY LANDS PROTECTION PROGRAM EASEMENT MONITORING FORM

Sections 570.70 and 570.71, F.S.; Rule 517.014, F.A.C

CONSERVATION EASEMENT PROJECT: \_\_\_\_\_ ACRES: \_\_\_\_\_

FDACS CONTRACT #: \_\_\_\_\_ COUNTY: \_\_\_\_\_

LANDOWNER(S)/REPRESENTATIVE(S): \_\_\_\_\_

MONITOR: \_\_\_\_\_ MONITORING DATE: \_\_\_\_\_

MONITORING ASSISTANCE (IF ANY) /NAME: \_\_\_\_\_ AGENCY: \_\_\_\_\_

MONITORING ASSISTANCE (IF ANY) /NAME: \_\_\_\_\_ AGENCY: \_\_\_\_\_

PURPOSE OF MONITORING SITE INSPECTION:

- DOCUMENT COMPLIANCE WITH THE TERMS OF THE CONSERVATION EASEMENT
- ASSURE PROPERTY IS ENROLLED IN AND GRANTOR IS IMPLEMENTING ALL APPLICABLE BEST MANAGEMENT PRACTICES (BMPs)
- OUTLINE THE ACTIVITIES ON THE PROPERTY DURING PRECEDING YEAR(S)
- REVIEW ANY PROPOSED ACTIVITIES TO ASSURE COMPLIANCE WITH THE TERMS OF THE CONSERVATION EASEMENT

Please document below responses to each question explaining any activities/changes on the property during the past year as they relate to the Recitals, Prohibited Uses, and Grantor's Reserved Rights established in the Deed of Conservation Easement or Deed of Rural Lands Protection Easement. The conservation easement should be reviewed prior to the monitoring inspection to ensure all provisions and restrictions considered during the site inspection are properly documented in this report.

A.	<p>Has there been any timber harvesting on the property? If so, on how many acres? _____ Using what harvest type? _____</p> <p>Was the harvesting in a Significant Natural Area (SNA)? If so, was the grantor contacted?</p> <p>Was cypress harvested?</p>
B.	Has there been any use of the property which would impair or destroy SNAs?
C.	Has there been any construction in SNAs? Has there been any improvements to SNA? Has there been any conversion of SNAs?
D.	Has there been any conversion of forested areas, to non-forested areas?
E.	Has there been any conversion of areas not in improved pasture, to improved pasture?
F.	Has there been any dumping of trash, solid or liquid waste, or toxic or hazardous substances on the property?

G.	Has there been any exploration, excavation, extraction, mining, or drilling on the Property for any of the restricted substances identified in the Conservation Easement (CE)?
H.	<p>Has there been any hydrological modifications to, or dredging, on the property?</p> <p>Have there been any water wells or water bodies constructed? If so, what permits, if any, were obtained?</p> <p>Has there been any construction, repair, or improvements to any water control structures?</p> <p>Are there any commercial water wells on the property?</p> <p>Are any activities occurring on the property that affect soil conservation or are detrimental to fish and wildlife habitat?</p>
I.	<p>Has there been any use of fertilizer on the property?</p> <p>If so, at what application rate?</p>
J.	<p>Has there been any use of pesticides or herbicides on the property? (list chemicals used)</p> <p>If so, did process application follow instructions on the label?</p>
K.	<p>List all the BMPs that are applicable to the property:</p> <p>Agricultural BMPs</p> <p>Silvicultural BMPs</p> <p>Wildlife BMPs</p> <p>Is the property enrolled in all the applicable BMP's indicated above?</p> <p>Are all those BMPs being implemented and complied with?</p>
L.	<p>Are there any exotic, nuisance, non-native or invasive species present?</p> <p>Is the Grantor, to the extent possible, attempting to control or prevent their spread? If so, list actions taken or response needed:</p>
M.	<p>Have there been any new roads or trails constructed on the property?</p> <p>Any existing roads, culverts, or road ditches repaired?</p> <p>Have any motorized vehicles been driven off roads and/or trails for purposes other than performing agricultural operations?</p>

N.	<p>Has there been any new interior or boundary fencing constructed?</p> <p>If required by the CE, has the Grantee approved any/all new or replacement fencing?</p> <p>Are the fences wildlife/game friendly?</p>
O.	<p>Have any new structures or buildings been constructed on the property to support the agricultural operation?</p> <p>If so, what is the structure's Square Footage? _____</p> <p>Have any of the agricultural support buildings been enlarged?</p> <p>If so, what is the structure's Square Footage? _____</p> <p>Does the total square footage exceed the maximum area allowed in the CE?</p> <p>Was construction within an SNA?</p>
P.	<p>Has there been any construction of any new residential structures?</p> <p>If so, what is the structure's Square Footage? _____</p> <p>Have any of the existing residential structures been enlarged?</p> <p>If so, what is the structure's Square Footage? _____</p> <p>Does the total square footage exceed the maximum allowed in the CE?</p> <p>Is the location within the approved building envelope?</p>
Q.	<p>Have other silvicultural activities been performed on the property?</p> <p>If so, on how many acres?</p> <p>Site preparation _____ acres</p> <p>Tree planting _____ acres</p> <p>Mechanical treatments _____ acres</p> <p>Herbicide treatments _____ acres</p> <p>Has there been any harvest of palm trees or other potential landscape and/or ornamental plants?</p> <p>Has there been any prescribed burning on the property?</p> <p>If so, on how many acres _____</p> <p>Did firelines comply with all applicable BMPs?</p> <p>Was a burn authorization obtained?</p> <p>If required by the CE, were firelines approved and/or maintained according to CE?</p>

R.	<p>Have the following Agricultural Operations occurred on the property?</p> <p>Improved pasture: _____ acres. Any increase in acres? Y / N</p> <p>Row crops: _____ acres. Any increase in acres? Y / N</p> <p>Sod: _____ acres. Any increase in acres? Y / N</p> <p>Citrus groves: _____ acres. Any increase in acres? Y / N</p> <p>Food plots: _____ acres. Any increase in acres? Y / N</p> <p>Ponds: _____ acres. Any increase in number or acres? Y / N</p> <p>Are Agricultural Operations occurring outside of SNA's or other areas, as required by the CE?</p> <p>If cattle are present on the property, the cattle stocking rate 1 cow/calf per _____ acre(s)</p>
S.	<p>Have any activities occurred that may reasonably be expected to adversely affect threatened or endangered species? If so, what activities?</p>
T.	<p>Has the property been leased by any private parties (non-family) for the purposes of hunting or fishing?</p> <p>Have any animals been introduced or stocked? If so, list the species:</p> <p>Have any fish been introduced or stocked? If so, list the species:</p> <p>Is there any other visitation, recreation, or other public use occurring on the property? If so, what kind?</p>
U.	<p>Are there any changes in land use on nearby properties that the grantor or monitor anticipates will impact the subject property?</p> <p>If so, what type?</p>
V.	<p>Describe any new management or agricultural activities planned for next 12-18 months:</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> </ol> <p>Is the activity(s) consistent with the terms and conditions of the CE?</p>

**PHOTOGRAPHIC DOCUMENTATION:** (Provide photos representative of major agricultural land uses and/or physical changes since last monitoring inspection. The Photo Location Map and other pictures (pics) must be printed and attached to final Monitoring Report.)

PIC	LOCATION	Orientation, Looking...	PHOTO CONTENT – DESCRIPTION OF LAND USE OR PHYSICAL CHANGE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

#### LANDOWNER REMARKS

A.	Comments about the program:
B.	Requests/Questions:

#### MONITOR REMARKS

A.	General observations:
B.	Describe response taken by landowner to actions requested during last site inspection: 1. 2. 3.
C.	Is the Grantor or their representative charged with any follow-up or corrective action, based on the current site inspection? 1. 2. 3.
D.	Is the Baseline Documentation Report adequate for future monitoring? Y / N If not, why?

#### REPORT REVIEW AND ACCEPTANCE

##### Purpose of Monitoring Report Review:

To assure the site inspection complies with all monitoring requirements.

To affirm the property is enrolled in, and land managers are implementing, all applicable BMPs.

To affirm all land management activities are consistent with the terms and conditions of the CE.

To review landowners' response to any requested follow-up or corrective action from **previous site inspection(s)**.

To affirm review any newly requested actions or activities proposed **current site inspection** to comply with the CE requirements.

To review any suggested updates to the property's baseline inventory, for purposes of the Baseline Documentation Report.

A.	Has a site inspection been performed? Were all pertinent monitoring specifications completed?
B.	Were all conditions/activities/management strategies observed during the site inspection consistent with the terms of the CE?  If not, complete section "D" below.
C.	Did the landowner or their representative remedy the activities or conditions identified during the previous site inspection? Has their response been acceptable?  If not, why?
D.	Is the follow-up/corrective action charged to the landowner reasonable and consistent with the terms and conditions of the CE?
E.	If the site monitor suggested updates to the property's Baseline Documentation Report, are those suggestions reasonable and consistent with the terms and conditions of the CE?

By signing below, the preparer and the RFLPP Director acknowledges receipt of monitoring report and accepts its findings, including any corrective actions documented in this report.

	PRINT NAME	SIGNATURE	DATE
PREPARER			
RFLPP DIRECTOR			

**SITE MONITORING ACKNOWLEDGEMENT**

EASEMENT PROJECT: \_\_\_\_\_ ACRES: \_\_\_\_\_

FDACS CONTRACT #: \_\_\_\_\_ COUNTY: \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_\_, a Rural and Family Lands Protection Program agricultural easement monitoring visit occurred on the above listed property.

**Landowner/Representative**

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

**Monitor**

\_\_\_\_\_  
Name (print)

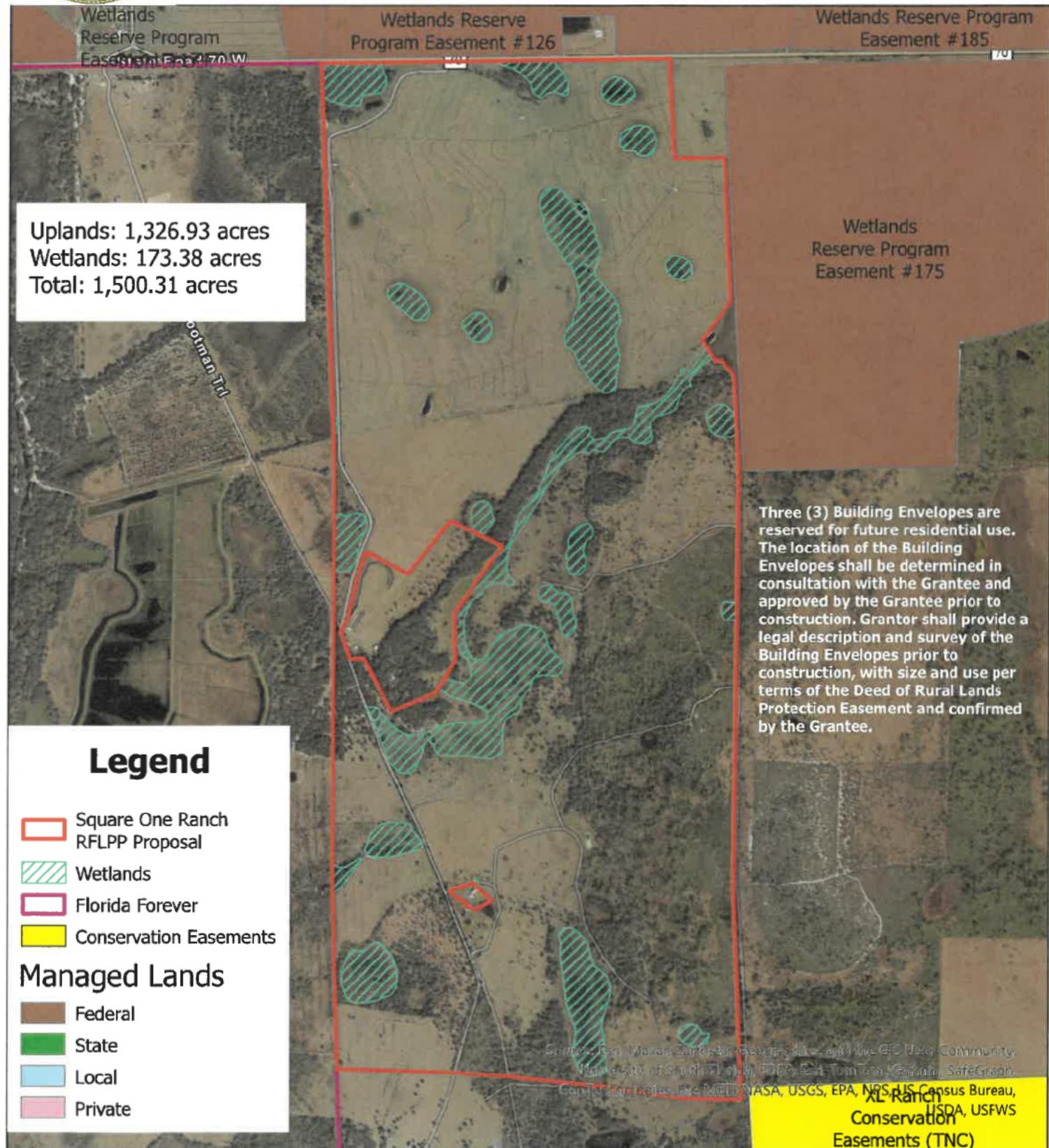
\_\_\_\_\_  
Signature



# Rural and Family Lands Protection Program

## Square One Ranch

### Highlands County, Florida



0 0.1 0.2 0.4 0.6 0.8 Miles

This map is a product of the Rural and Family Lands Protection Program and is for illustrative purposes only. This is not a survey.

**ATTACHMENT 4A**

**PAGE 68**

**ADDENDUM**  
DISCLOSURE STATEMENT  
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
-------------	----------------	---------------------------	---------------

*NONE*

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
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*NONE*

SELLER

*Daphne R. Hinton*  
Daphne R. Hinton, f/k/a Daphne L. Waldron

**APPRAISAL REVIEW  
SQUARE ONE RANCH  
CONSERVATION EASEMENT  
HIGHLANDS COUNTY, FLORIDA  
P.O. NO: S-4200-N2075**

**Prepared by  
Thomas G. Richards, MAI  
Richards Appraisal Service, Inc.**

## Appraisal Review Memorandum

To: Bret Hader - Land Acquisition Coordinator  
Rural and Family Lands Protection Program  
Florida Department of Agriculture and Consumer Services

Client of Review: Rural and Family Lands Protection Program  
Florida Department of Agriculture and Consumer Services

Intended User of Review: Florida Department of Agricultural and Consumer Services, Rural and Family Lands Protection Program (FDACS/RFLPP), the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the United States Department of Defense-Avon Park Air Force Range.

Intended Use of Review: Compliance with UASFLA, USPAP & SASBOT

From: Thomas G. Richards, MAI  
Richards Appraisal Service, Inc.

Date: January 20, 2026

Project Information:

Richards Appraisal File Number	<u>1475</u>
Parcel Name	<u>Square One Ranch</u>
Location	<u>Highlands County, Florida</u>
Effective Date of Appraisal	<u>December 16, 2025</u>

### Summary of Review

Pursuant to your request, I have reviewed two appraisal reports on the Square One Ranch property, owned by Daphne H. Waldron located in Highlands County, Florida. The appraisal reports were prepared by Mr. Riley K. Jones, MAI, SRA of Florida Real Estate Advisors, Inc. and Mr. Joseph S. String, MAI of String Appraisal Services, Inc. I have determined after review of the reports and some changes to each appraisal that they are acceptable as submitted. The Jones report is dated January 20, 2026. The String report is dated January 20, 2026. Both appraisals have a valuation date of December 16, 2025. The value indications for the proposed conservation easement reflected by each appraiser were:

<b>(1) Riley K Jones, MAI, SRA</b>	<b>\$6,100,000</b>
<b>(2) Joseph S. String, MAI</b>	<b>\$5,850,000</b>

In the reviewer's opinion the appraisal reports were completed substantially in conformance with UASFLA (Yellow Book) and USPAP with the exception of the jurisdictional exception of not reporting exposure time which is a USPAP requirement. The reports were well documented, and reflected reasonable value indications for the subject Conservation Easement Parcel. The appraisers submitting the appraisals consider the reports to be "appraisal reports" according to USPAP. The appraisals are considered sufficient to satisfy the requirements of Standard 2 of USPAP as it is applied to this type of report. The appraisals are also in substantial conformance with the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016.

The client is the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program. The intended users of this appraisal are the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the United States Department of Defense-Avon Park Air Force Range and any other specific organization or entity that may be involved in the specific transaction or for consideration in determining the effect on value of the proposed conservation easement on the subject property. The appraisers and reviewer have all appraised, and/or reviewed in the case of the reviewer, numerous agricultural properties throughout the State of Florida including those utilized for agriculture and recreation. All have a level of competence due to experience as well as professional designations and state certifications. This client and many state and federal agencies have been the client of the reviewer in numerous similar assignments.

The UASFLA appraisal standards require the appraisers to identify the larger parcel. In this case the Conservation Easement parcel is a 1,500.31-acre portion of a 1,564.49-acre ownership parcel located at 10882 Reo Hinton Avenue in a rural area of unincorporated southwest Highlands County, Florida. The larger parcel has been determined to be the entire ownership parcel of which the proposed conservation easement is a part of. This includes two outparcels totaling 64.18 acres which includes most of the onsite structural improvements with the exception of the cow pens and Quonset hut.

This larger parcel determination is based on the traditional three tests of contiguity, unity of ownership and unity of highest and best use. In this case the Conservation Easement is proposed for 1,500.31 acres of the subject total ownership which is 1,564.49 acres.

**It is important to note that the Hypothetical Condition is made by the appraisers in assuming that the proposed conservation easement is in place on the date of the appraisal. Hypothetical Condition is defined as that which is contrary to what exists but is assumed for appraisal purposes. Uniform Standards dictate that these type assumptions are prominently disclosed.** This Hypothetical Condition is prominently disclosed and treated appropriately by both appraisers and is necessary for a credible assignment result. One common **Extraordinary Assumption** was made by the appraisers regarding relying upon the "Draft Copy" of the easement which is not yet executed by the

parties. The appraiser's each stress the importance of the final agreement being exactly like the draft.

The appraisers and the reviewer are in agreement that the highest and best use for the subject parcel before and after acquisition is for continued agriculture and recreational use. More details regarding the highest and best use is included in a later section of this review report.

In order to value the subject property, the appraisers have applied the traditional appraisal methods and have arrived at a supportable opinion of the Market Value of the Larger Parcel before acquisition and the Market Value of the Larger Parcel after acquisition of the proposed Conservation Easement, the difference being the Impact on Value due to the proposed Conservation Easement.

### **Statement of Ownership and Property History**

The subject is currently vested to: Daphne Waldron  
PO Box 941  
Lake Placid, Florida 33862

Yellow Book requires the appraiser to report all transactions involving the subject in the last ten years. There have been no arm's length meaningful transfers, sales, or listings of the property noted in the last ten years.

### **Property Description**

This appraisal assignment encompasses a 1,500.31-acre Conservation Easement Parcel over a 1,564.49-acre ownership parcel located on the south side of State Road 70, approximately 6.2-miles west of U.S. Highway 27, southwest of the town of Lake Placid in a rural area of southwest Highlands County. The property, according to the Highlands County Property Appraiser, has a physical address of 10882 Reo Hinton Avenue, Lake Placid, Florida 33852. This property has approximately 4,525-feet of paved road frontage on the south of two-lane State Road 70.

The Larger Parcel is determined to be the entire contiguous ownership of 1,564.49-acres owned by Square One Ranch. This includes a 64.18 acre outparcel not included in the Conservation Easement. The Square One Ranch is the only ownership in this entity in Highlands County and neighboring counties. It is used exclusively for private agricultural and recreational purposes. The appraisers have both determined that the entire 1,564.49 acre parcel is the Larger Parcel. The reviewer is in agreement with this Larger Parcel determination.

This area is dominated by larger agricultural land holdings devoted to agricultural and recreational uses. Residential uses in the area are sparse and typically in support of the agricultural uses.

According to upland/wetland mapping provided by the client the Conservation Easement Parcel contains 1,326.93-acres uplands (89%) and approximately 173.38-acres wetlands (11%). Otherwise, the tract contains a mosaic of multiple variety oak and cabbage hammocks, improved pastures, pinewoods, freshwater marshes and seasonally wet depressions.

The larger parcel is improved with typical agriculturally related improvements as well as a shooting office, two pole sheds, a horse stable, RV pole barn, carport/storage building, single family residence, pavilion, and a bath house. These types of improvements are somewhat typical for an agricultural property of this size. Their value is considered in the per acre value herein.

The subject is generally level to gently sloping westward. Otherwise, the subject topography is characterized as relatively flat. The property has elevations ranging from about 85 to around 110 feet above sea level and drains typically to the west. The higher elevations are along the southeastern boundary. The lowest elevations are found along the western portions.

The title insurance policy identified an older oil, gas and mineral rights lease. However, this title exception will be extinguished upon receipt of appropriate documents to support that there has been no activity. This leads the appraisers and the reviewer to believe that these rights are intact on this parcel.

The subject property is found on FEMA Flood Map Panels 12055C0505C; 12055C0510C; 12055C0515C & 12055C0520C dated November 17, 2015. The subject has a typical mix of flood zone classifications including Zone X and Zone A. Approximately 50% lies within the Zone X areas. Zone X is defined as areas of minimal risk outside the one-percent annual chance flood plains. The Zone A area is approximately 50% of the subject property. Zone A corresponds with areas within the 100 year base floodplain.

Electric service is available and connected however potable water and sewage disposal are handled by on-site well and septic systems.

The subject has a zoning designation of “AU”; Agriculture by Highlands County. The subject has a land use classification of Agriculture by Highlands County. This classification allows virtually all facets of agricultural uses. The predominant zoning and land use density permitted by Highlands County is one dwelling unit per five acres of land area when considering the current public paved road access source.

In addition to zoning the subject larger parcel is located southwest of the MIPA II buffer zone of the Avon Park Air Force Range Military Operations Area. The zone addresses compatibility issues related to blast noise, low level flight training and areas where night vision training is conducted. This added layer of restriction is focused on limiting density, object heights and nighttime light encroachment.

### **Highest and Best Use**

Highest and best use is defined as the reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

#### **Larger Parcel Before**

Mr. Jones concluded that the Highest and Best Use for the subject would be for continued agriculture and rural recreational use.

Mr. String concluded that the Highest and Best Use for the subject would be Agriculture & recreation with very long-term potential future rural residential 40 plus years.

#### **Larger Parcel After**

Mr. Jones concluded that after acquisition of the Conservation Easement the highest and best use is continued agriculture and rural recreation subject to restrictions imposed by the Deed of Conservation Easement.

Mr. String concluded that the Highest and Best Use for the subject after acquisition of the Conservation Easement would be for continued agriculture, silviculture, and recreation, limited to three splits of not less than 465-acres each with 15,000 square feet of impervious surface for residential use on not to exceed 2-acre floating envelopes.

The appraisers recognize the limited near-term residential development potential of the property. Overall, the highest and best use conclusion of the appraisers are considered reasonable. They have both made a convincing argument and have provided adequate market evidence to support these conclusions. The appraisers have adequately addressed the issue of highest and best use for the subject property and more importantly the reviewer is convinced that the sale data utilized is that of a basically similar highest and best use.

### **Reviewer Comments**

The reviewer found the reports to be very comprehensive and informative as to the relative components of a typical appraisal report. The physical characteristics and site descriptions were also found to be typical as were the details and documentation of the comparable sales expected in an appraisal for this property type. The reports have also conformed to the reporting standards expected by UASFLA (Yellow Book) and USPAP with the exception of the jurisdictional exception of not reporting exposure time (which is only a USPAP requirement), FDACS/RFLPP and SASBOT.

In the valuation of the Subject property the appraisers have applied the sales comparison approach to value which is deemed to be the traditional and most appropriate method to value a vacant acreage agricultural parcel. Considering that the subject of the appraisal is to estimate the impact on value of the proposed Conservation Easement to the Larger Parcel it was necessary to apply the before and after methodology.

In the before scenario the appraisers contrasted the subject property to a set of comparable sales within the subject market area of similar size and highest and best use characteristics. Due to the limited number of larger acreage sales meeting these criteria the sale search had to be expanded for this property type. Mr. Jones analyzed three comparable sales and Mr. String analyzed four comparable sales for this purpose. The appraisers had one commonly utilized sale in this effort.

In the after scenario the appraisers contrasted the subject property to a set of comparable sales within the subject market area of similar size and highest and best use characteristics. Mr. Jones analyzed four comparable sales and Mr. String analyzed four comparable sales for this purpose. The appraisers had three commonly utilized sales in this effort.

The appraisers demonstrated a very thorough analysis of the comparable data and adapted a very straightforward and reasonable valuation process. Both Mr. Jones and Mr. String utilized a qualitative adjustment process to contrast the sale properties to the subject for all elements of comparison. The use of this method is widely accepted, well supported and reasonable.

**Analysis of Appraisers Sales****Jones Appraisal**

The following sales were utilized by Mr. Jones in the valuation of the subject before the proposed conservation easement.

Sale No.	Subject	Sale 1	Sale 2	Sale 3
County	Highlands	Highlands	Okeechobee	Highlands
Sale Date	N/A	Nov 2024	Aug 2025	Aug 2023
Price/Ac	N/A	\$8,004	\$9,713	\$8,300
Size/Ac	1,564.49	1,249.30	2,368.00	1,816.00
Upland %	89%	94%	90%	85%
Overall Rating	N/A	Inferior	Superior	Similar

Mr. Jones analyzed the three tabulated sales above for the purpose of estimating the value of the subject larger parcel before placing the Conservation Easement on the property. The comparables are located in Highlands and Okeechobee Counties in Florida.

The sales analyzed for the subject larger parcel have sale dates ranging from August 2023 to August 2025. The comparables selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. Jones are considered to be good indicators of value for the subject. These sales reflect a range from \$8,004 to \$9,713 per acre.

Mr. Jones has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as property rights conveyed, financing, conditions of sale, market conditions, location, size, wetlands, utilities, zoning/land use and improvements/character. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. Jones estimates the market value of the larger parcel between sales 2 & 3, just below the average of \$8,672 per acre. As such, a conclusion is reached at \$8,500 per acre. This equates to a final indication of 1,564.49 acres times \$8,500 per acre; or \$13,298,165 which is rounded to \$13,300,000.

The following sales were utilized by Mr. Jones in the valuation of the subject larger parcel after the proposed conservation easement.

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Highlands	Okeechobee	Okeechobee	Manatee	Lake
Sale Date	N/A	Sept 2025	Oct 2025	Oct 2023	Aug 2022
Price/Ac	N/A	\$5,013	\$5,451	\$3,828	\$4,134
Size/Ac	1,564.49	758.05	1,471.24	1,044.88	1,282
Upland %	89%	75%*	89%	70%*	67%
Overall Rating	N/A	Slightly Superior	Superior	Inferior	Slightly Inferior

\*Slight variation in upland percentage of 1-2% between appraisers is due to slightly different information during confirmation of the sales and this subtle difference does not impact value.

Mr. Jones analyzed the four tabulated sales above for the purpose of estimating the value of the subject after placing the Conservation Easement on the property. The sales are located in Okeechobee, Manatee, & Lake Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from August 2022 to October 2025. The comparables selected are all agricultural properties with similar highest and best use characteristics and all sales are actually encumbered by perpetual conservation easements. The comparable sales selected and analyzed by Mr. Jones are considered to be good indicators of value for the subject. These sales reflect a range from \$3,828 to \$5,451 per acre.

Mr. Jones has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as property rights conveyed, financing, conditions of sale, market conditions, location, size, wetlands, easement/encumbrances, percentage encumbered and improvements. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. Jones estimates the market value of the larger parcel between sales 1 & 4, near the average of \$4,606 per acre. He concludes at \$4,600 per acre. This equates to a final indication of 1,564.49 acres times \$4,600 per acre for the Larger Parcel; or \$7,196,654 which is rounded to \$7,200,000.

Mr. Jones's value estimate for the impact of the proposed Conservation Easement is the difference between the value of the property before, minus the value of the property as encumbered. This summary follows:

Total Value Before	\$13,300,000
Total Value After	<u>\$ 7,200,000</u>
Value of Conservation Easement	\$ 6,100,000

### String Appraisal

The following sales were utilized by Mr. String in the valuation of the subject before the proposed conservation easement.

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Highlands	Hendry	Highlands	Highlands	Hardee/DeSoto
Sale Date	N/A	March 2025	Nov 2024	Nov 2024	June 2024
Price/Ac	N/A	\$6,145	\$8,004	\$8,458	\$9,822
Size/Ac	1,564.49	1,198	1,249.30	1,135	1,303.56
Upland %	89%	67%	94%	68%	72%
Overall Rating	N/A	Significantly Inferior	Slightly Inferior	Slightly Superior	Superior

Mr. String analyzed the four tabulated sales above for the purpose of estimating the value of the subject larger parcel before placing the conservation easement on the property. The sales are located in Highlands, Hardee, Hendry, and DeSoto Counties in Florida.

The sales analyzed for the subject larger parcel have sale dates ranging from June 2024 to March 2025. The comparables selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. String are considered to be good indicators of value for the subject. These sales reflect a range from \$6,145 to \$9,822 per acre.

Mr. String has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as conditions of sale, financing, motivation, market conditions, location, access, size, upland percentage, zoning/land use and improvements. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. String recognizes the subject's value to be between \$8,000 and \$9,000 per acre with more reason to believe it near the low end of the range than the high end of the range. This equates to a final indication of \$8,250 per acre times 1,564.49 acres; or \$12,907,043 which is further rounded to \$12,900,000.

The following sales were utilized by Mr. String in the valuation of the subject larger parcel after the proposed Conservation Easement.

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Highlands	Polk	Manatee	Okeechobee	Okeechobee
Sale Date	N/A	Nov 2023	Oct 2023	Sept 2025	Oct 2025
Price/Ac	N/A	\$3,497	\$3,828	\$5,013	\$5,451
Size/Ac	1,564.49	1,112.73	1,044.88	758.05	1,471.24
Upland %	89%	82%	68.3%*	72%*	89%
Overall Rating	N/A	Inferior	Inferior	Similar	Slightly Superior

\*Slight variation in upland percentage of 1-2% between appraisers is due to slightly different information during confirmation of the sales and this subtle difference does not impact value.

Mr. String analyzed the four tabulated sales above for the purpose of estimating the value of the subject after placing the Conservation Easement on the property. The comparables are located in Polk, Manatee, and Okeechobee Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from October 2023 to October 2025. The sales selected are all agricultural properties with similar highest and best use characteristics and are all encumbered by perpetual conservation easements. The comparable sales selected and analyzed by Mr. String are considered to be good indicators of value for the subject. These sales reflect a range from \$3,497 to \$5,451 per acre.

Mr. String has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as financing, conditions of sale, market conditions, motivation, location, access, size, upland percentage, improvements and impact of CE. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his analysis Mr. String recognizes a more refined range of from around \$4,000 to \$5,000 per acre. He reflects that there is “no more reason to believe it nearer the higher or lower end of the range.” Mr. String concludes at a value of \$4,500 per acre times 1,564.49 acres; or \$7,040,205 which is rounded to \$7,050,000.

Mr. String’s value estimate for the impact of the proposed Conservation Easement is the difference between the value of the property before, minus the value of the property as encumbered. This summary follows:

Total Value Before	\$12,900,000
Total Value After	<u>\$ 7,050,000</u>
Value of Conservation Easement	\$ 5,850,000

## **Conclusions**

Overall, the reviewer found the reports to be reasonably well supported and reasonable leading the reader to similar conclusions. The reports reflected a reasonable range of conclusions to value offering a variance of 4.27%. The appraisers arrived at a reasonable and supported conclusion regarding the highest and best use of the subject larger parcel both before and after acquisition of the Conservation Easement. Furthermore, the appraisers have contrasted the subject to sales of a similar highest and best use both before and after that are all subject to similar market conditions. As such, the report is considered acceptable and approvable as amended.

The **client** of the appraisal and this review is the Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program (DACS/RFLPP). The **intended users** of these appraisal reports are the Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program (DACS/RFLPP, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the United States Air Force. The **purpose of the appraisal** was to estimate the market value of the subject property larger parcel before and after acquisition of the proposed Conservation Easement, the difference attributable to the impact of the proposed Conservation Easement Parcel. The intended use of the appraisals was to serve as a basis for potential acquisition of a conservation easement by the Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, (DACS/RFLPP).

The reviewer has completed a **field and technical review** of the above referenced appraisals. The Purpose of the Review is to form an opinion as to the completeness and appropriateness of the methodology and techniques utilized to form an opinion as to the value of the subject property.

The **Scope of the Review** involved a field review of the appraisal reports prepared on the subject property. The reviewer therefore inspected the subject of this appraisal. The reviewer has not researched the marketplace to confirm reported data or to reveal data which may have been more appropriate to include in the appraisal report. As part of the review assignment the reviewer has asked the appraisers to address issues deemed relevant to the assignment. I have also analyzed the reports for conformity with and adherence to the *Uniform Standards of Professional Appraisal Practice* (USPAP) as promulgated by the Appraisal Foundation and that of the Appraisal Institute as well as the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016 and finally the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA or Yellow Book.)

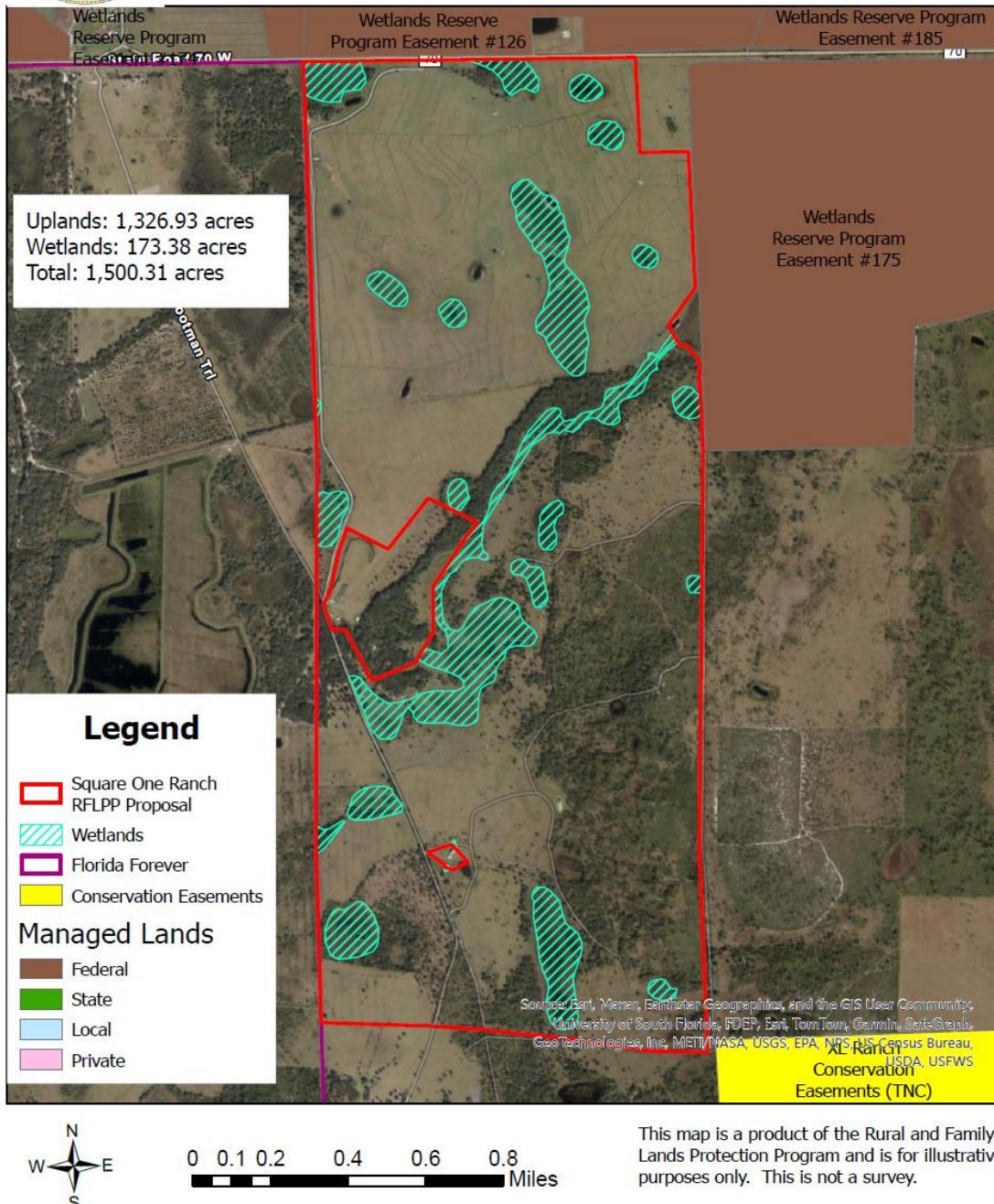
## **Acceptance of Appraisals**

The appraisal reports referenced herein are considered acceptable and approvable by the signed reviewer subject to the attached certification.

## Aerial Map



**Rural and Family Lands Protection Program  
Square One Ranch  
Highlands County, Florida**



**Documentation of Competency**



## Certificate of Completion

Thomas G. Richards, MAI

*has successfully completed the*

*Valuation of Conservation Easements Certificate Program*

*on January 18, 2008*

Terry R. Dunkin, MAI, SRA, 2007 President,  
Appraisal Institute

Ray L. Brownfield, AFM, ARA, President,  
ASFMRA

John D. Willey, FASA, President, ASA

THE CERTIFICATE OF COMPLETION DOES NOT PROVIDE CERTIFICATION OF ANY KIND,  
NOR DOES IT ATTEST TO THE COMPETENCY OF THE PARTICIPANTS.



This program was developed with the approval of the Land Trust Alliance.

**Certification**

I certify that, to the best of my knowledge and belief:

1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this review and I have no personal interest or bias with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
6. The appraisals reviewed are in substantial compliance with Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), the Uniform Standards of Professional Appraisal Practice (USPAP) and the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016.
7. My analyses, opinion, and conclusions are developed and this review report was prepared in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and with the Supplemental Standards for the Board of Trustees Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2016.
8. My analysis, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and complies with those areas of the Uniform Appraisal Standards for Federal Land Acquisitions that require invocation of USPAP's Jurisdictional Rule.
9. The appraisals reviewed are in substantial compliance with USPAP, SASBOT, UASFLA, as well as Rule 18-1.006, Florida Administrative Code (FAC).
10. No one provided significant professional assistance to the person signing this review report.
11. As of the date of this report, Thomas G. Richards, MAI has completed the requirements of the continuing education program for designated members of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. I have not prepared any prior appraisal services on the subject property. Furthermore, I did personally inspect the subject property



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Thomas G. Richards, MAI  
St. Cert. Gen. Appraiser RZ 574

January 20, 2026

Date