

## 2024 RFLPP Ranked Projects

Case Number	Property Name	County	Owner Name	Estimated Total Land Area	Operation	Wildlife Corridor	Adjusted Ranking
RFLPP-00160-2023	4 G Ranch East	Pasco	4G Ranch, LLC Stewart Gibbons	1,801.00	Cow/Calf, Silviculture,	No	9
RFLPP-00184-2023	61 Ranch	Highlands	61 Ranch, LLC	1,759.00	Cow/Calf, Sod, Hay	Yes	100
RFLPP-00192-2023	652 Campbell	Walton	Robert Lyle Seigler	20.00	Silviculture	Yes	82
RFLPP-00013-2023	782 Island Ranch	Brevard	782, LLC	132.00	Cow/Calf	No	203
RFLPP-00070-2023	Adams Alapaha Ranch	Hamilton	John Anthony Adams	640.00	Cow/Calf, Silviculture	Yes	36
RFLPP-00216-2023	Adams Ranch	Osceola	Adams Ranch Inc.	8,734.00	Cow/Calf	Yes	23
RFLPP-00212-2023	Adams Ranch, Inc.	St. Lucie	Adams Ranch, Inc.; ARCCO of St. Lucie, LLC	12,363.00	Cow/Calf, Sod, Citrus	Yes	34
RFLPP-00172-2023	Adams Springs Ranch	Madison	Scott & Ngoc Adams; Adams Moon Lake Ranch, LLC; Adams Moon Lake Inv., LLC; Adams Rocky Creek Ranch	1,393.00	Cow/Calf	Yes	76
RFLPP-00064-2023	Agri-Gators	Martin	Agri-Gators Inc.	1,920.00	Corn, Potatoes	Yes	209
RFLPP-00296-2023	Albritton's Hart Pasture	Highlands	Hart Pasture LLC (Dale Albritton)	3,219.00	Cow/Calf	Yes	161
RFLPP-00060-2023	Alday Family Farms	Jackson	Hilda Alford Alday Revocable Trust owner number 1 & Brandon Carey Alday & Julie Thomas Alday owner 2	486.00	Row/Irrigation, Silviculture	No	89
RFLPP-00209-2023	Anderson Land and Timber Otter Creek Phase 2	Dixie	Anderson Land & Timber Company	6,000.00	Silviculture	Yes	1
RFLPP-00201-2023	Asphalt Watermelon Farms (Colson & B. J.)	Gilchrist	Asphalt Watermelon Farms LLC	360.00	Watermelons, Hay	No	64
RFLPP-00129-2023	B Bar J Ranch	Polk	Elliott Investments LLC	646.00	Cow/Calf, Hay	Yes	177
RFLPP-00183-2023	Bar-B Ranch	Martin	Bar-B Ranch, Inc.	1,910.00	Cow/Calf, Hay	Yes	59
RFLPP-00023-2023	Barco Farms	Citrus	Barco Farms	71.00	Cow/Calf, Silviculture	Yes	107
RFLPP-00037-2023	Bearadice	Volusia	Gary Wisniewski	69.00	Silviculture	Yes	15
RFLPP-00090-2023	Beauchamp Place - 200	Gilchrist	Jack & Marsha Cook	200.00	Vegetables, Improved	No	70
RFLPP-00082-2023	Bentley Ranch	Hardee	Bentley Brahman Ranch Inc	2,621.00	Cow/Calf, Blueberry, Citrus	Yes	120
RFLPP-00259-2023	Bibby Farms	Polk	Mona Bibbv	257.00	Cow/Calf	Yes	186

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RFLPP-00104-2023	Big Swamp Creek	Walton	Joe Johnson, Mary Frymire	214.00	Natural Area	No	114
RFLPP-00168-2023	Bishop Family Farm	Jefferson	Benjamin G., Benjamin D., Elizabeth P., Matthew T.,	690.00	Cow/Calf, Row Crops, Silviculture	Yes	118
RFLPP-00213-2023	Blackbeard's Ranch	Manatee	James Strickland	4,530.00	Cow/Calf	Yes	46
RFLPP-00135-2023	Blandford Farm & Ranch	Lake	Blandford Properties I LLC &	491.00	Cow/Calf, Sod,	No	159
RFLPP-00032-2023	Blossom Hill	Highlands	Martin J McKenna	80.00	Citrus	Yes	105
RFLPP-00214-2023	Blue Cypress Lake Ranch, Inc.	Indian River	Charles J. Hansen Trust, Charles J. Hansen, Trustee	674.00	Cow/Calf Pasture	Yes	26
RFLPP-00243-2023	Borders	Polk	Ashley Anne Borders	61.00	Cow/Calf,	No	232
RFLPP-00260-2023	Brant Ranch	Citrus	Wanda Kay Brant and Timothy Alan Brant, as Trustees of the	762.00	Cow/Calf	Yes	185
RFLPP-00112-2023	Buckhorn Ranch	Hardee	T C Prescott LLC and T C Prescott LLC & Smith Clay	1,316.00	Cow/Calf, Watermelons	Yes	117
RFLPP-00161-2023	Butler Oaks Farm	Highlands	Butler Oaks Farm, Inc.; Robert L. Butler and Pamela H. Butler,	1,149.00	Cow/Calf, Dairy, Improved Pasture,	Yes	137
RFLPP-00075-2023	Butler Tree Farm	Polk	John Glenn Harrell	160.00	Tree Nursery	Yes	147
RFLPP-00185-2023	Button Pond Farm	Madison	John Cruce	3,444.00	Citrus, Silviculture	No	43
RFLPP-00079-2023	C&G Cattle: Charlie Creek	Hardee	C & G Cattle Company LLC	681.00	Cow/Calf	Yes	151
RFLPP-00080-2023	C&G Cattle: Fish Branch	Hardee	C & G Cattle Company LLC	791.00	Cow/Calf	Yes	146
RFLPP-00050-2023	C. Winston Bailey, Jr. Trust	Marion	C. Winston Bailey, Jr. Trust	35.00	Silviculture	No	104
RFLPP-00197-2023	Camaro Farms	Palm Beach	Robert C. Hatton Inc.	632.00	Row/Irrigation, Sugar Cane	No	157
RFLPP-00106-2023	Camp Calypso	Citrus	John and Tammy Culbreth	60.00	Natural Area	Yes	58
RFLPP-00261-2023	Carlton Upper Horse Creek	Hardee	McCarlton Partners LTD	1,035.00	Cow/Calf	Yes	188
RFLPP-00117-2023	Cawthon Property	Walton	Crown Investment Properties	120.00	Silviculture	No	176
RFLPP-00101-2023	Charles P. Lykes, Jr. Revocable Trust	Highlands	Lykes Charles P Jr. Revocable Trust	141.00	Cow/Calf	Yes	187
RFLPP-00051-2023	Charles T. Collins Trust	Marion	Charles T. Collins Trust	11.00	Silviculture	No	112
RFLPP-00150-2023	Charlie Creek Marsh	Hardee	7R Ranch LLC; WK Durrance LLC & Gloria R Durrance; J Ned	1,355.00	Cow/Calf, Citrus	Yes	140
RFLPP-00088-2023	Circle 'O' Groves	Hardee	Circle "O" Groves	2,473.00	Cow/Calf, Vegetables,	Yes	131

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RFLPP-00081-2023	CoHabitat	Putnam	Bjorn Halden Parramoure	82.00	Improved Pasture	No	90
RFLPP-00144-2023	Coldwater Tract	Santa Rosa	Jerry H Davis	160.00	Silviculture	Yes	95
RFLPP-00202-2023	Crestview Tract	Walton	Lanier J Edwards	3,009.00	Silviculture	Yes	4
RFLPP-00055-2023	Croley Cattle Company	Gadsden	Douglas M. & Dianne M Croley	475.00	Cow/Calf,	No	65
RFLPP-00247-2023	Crooked Creek Ranch	Hardee	Guy A. Willard Revocable Trust	82.00	Cow/Calf	Yes	223
RFLPP-00205-2023	D&D Ranch	Lake	Smoak Family Holdings, LLC & Daniel and Dell Ellis	1,308.00	Cow/Calf, Sod, Hay	Yes	16
RFLPP-00126-2023	D.T. Davis Ranch	Hardee	Michael and Elizabeth Damboice	585.00	Cow/Calf, Sod	Yes	178
RFLPP-00207-2023	Dale Wright Farm	Marion	Wright Dale S Rev LVG Trust	720.00	Silviculture, Cow/Calf,	Yes	55
RFLPP-00195-2023	Dark Hammock Legacy Ranch	Highlands	Dark Hammock Legacy Ranch, LLC	2,038.00	Cow/Calf, Sod, Row Crops	Yes	51
RFLPP-00056-2023	David C. Hunt and Elizabeth C. Hunt	Polk	David C. Hunt and Elizabeth C. Hunt	76.00	Cow/Calf	No	168
RFLPP-00098-2023	Decarlo LLC	Levy	Decarlo LLC	277.00	Silviculture	Yes	119
RFLPP-00271-2023	Deep Creek Reserve	Volusia	Deep Creek Reserve, LLC	285.00	Silviculture, Cow/Calf	Yes	173
RFLPP-00175-2023	Deer Park Ranch North	Brevard	Deer Park Ranch Ltd.	3,144.00	Cow/Calf,	Yes	33
RFLPP-00177-2023	Deer Park Ranch South	Brevard	Deer Park Ranch Ltd.	1,640.00	Cow/Calf, Silviculture	Yes	61
RFLPP-00115-2023	Devils Garden	Hendry	Devil's Garden Ranch LLC;	231.00	Cow/Calf	Yes	193
RFLPP-00162-2023	Dixie Ranch West	Okeechobee	Family Tree Enterprises	2,568.00	Cow/Calf	Yes	71
RFLPP-00263-2023	Donaldson Tract	Alachua	Claude Lanier Jr LLC dba Tom	4,700.00	Silviculture	Yes	179
RFLPP-00128-2023	Double Bar B Ranch	Volusia	A.W. Baylor Family LP	3,595.00	Cow/Calf, Silviculture	Yes	12
RFLPP-00218-2023	Double C Bar Ranch	Osceola	Chapman Ranch Properties	4,128.00	Cow/Calf	Yes	49
RFLPP-00219-2023	Double C Ranch	Flagler	Charles H Cowart, Jr.	3,440.00	Cow/Calf, Sod, Silviculture	Yes	14
RFLPP-00035-2023	Drew Sandhill Ranch	Suwannee	Georgina Drew, Personal Representative of Isabella Marsella and Drew Legacy	632.00	Cow/Calf, Row/Irrigation	Yes	11
RFLPP-00249-2023	Dry Creek Plantation	Jackson	Dry Creek Plantation, LLC	450.00	Silviculture	No	213
RFLPP-00137-2023	Encore Farms	Lake	Scott and Elaine Taylor / SEDA Properties LLC	371.00	Cow/Calf, Hay	Yes	165
RFLPP-00220-2023	Espedeco	Citrus	Charles Larkin III, Marian Larkin et al	806.00	Silviculture, Hay	Yes	88

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RFLPP-00171-2023	Etoniah Creek Tract	Putnam	Ernest Cremer and Sandra Cremer	387.00	Cow/Calf, Silviculture	Yes	52
RFLPP-00026-2023	Fair Bluff Ranch	Martin	Fair Bluff, LTD	639.00	Cow/Calf, Silviculture	No	73
RFLPP-00045-2023	Fig Lake Preserve LLLP	Marion	Fig Lake Preserve LLLP	1,412.00	Silviculture	No	48
RFLPP-00073-2023	Finca Vigia	Hendry	Finca Vigia LLC	1,880.00	Cow/Calf	Yes	77
RFLPP-00154-2023	Flanders Boggs	Jackson	Jeff & Linda Flanders	200.00	Silviculture	No	69
RFLPP-00151-2023	Flanders Farms	Jackson	Flanders Farms LLC	500.00	Silviculture	No	84
RFLPP-00221-2023	Florida Commission Company Ranch	Highlands	Joseph B. Cherry & Suzanne Rucks	2,309.00	Cow/Calf	Yes	30
RFLPP-00072-2023	Florida Research Center for Agricultural Sustainability, Inc.	Indian River	Florida Research Center for Agricultural Sustainability, Inc.	30.00	Citrus	No	166
RFLPP-00133-2023	Florida Timberlands	Putnam	Florida Timberlands, LLC	317.00	Silviculture	No	47
RFLPP-00264-2023	Florida Trail Tract	Putnam	Three Steps Forest, LLC, a	2,072.00	Silviculture	Yes	180
RFLPP-00251-2023	Four Star Timber	Volusia	Four Star Timber, Inc.	96.00	Silviculture	Yes	216
RFLPP-00166-2023	French Golden Gate Phase 2	De Soto	French Golden Gate, LLC	4,000.00	Cow/Calf, Row Crops, Hay	Yes	6
RFLPP-00089-2023	Fussell's Frozen Food	De Soto	Fussell's Frozen Food Inc	163.00	Cow/Calf	Yes	132
RFLPP-00222-2023	FX Bar Ranch	Polk	W. R. Fewox, Jr., Joyce M. Fewox & FX Bar Ranch, Inc.	1,246.00	Cow/Calf, Exotic Animals	Yes	40
RFLPP-00169-2023	G - 3 Ranch Addition	Polk	Midway Farms, LLC; Charles G.	939.00	Row/Irrigation,	Yes	184
RFLPP-00208-2023	Gapway Groves - Hatchell Hill	Polk	John W. Strang	234.00	Citrus, Hay	Yes	211
RFLPP-00149-2023	Gissy Warm Springs Ranch	Marion	Gissy Warms Springs Ranch	1,308.00	Hay/Grazing	Yes	139
RFLPP-00253-2023	Grover Rivers Farm	Jackson	Jean McMillan Rivers and Eugene Grover Rivers, Jr.	40.00	Silviculture	No	231
RFLPP-00223-2023	Hall's Tiger Bay Ranch	De Soto	M. Lewis Hall III, M. Lewis Hall, Jr.	5,928.00	Cow/Calf, Hydroponics	Yes	22
RFLPP-00124-2023	Hammer Residence	Volusia	Brian Hammer	120.00	Cow/Calf, Silviculture,	Yes	150
RFLPP-00105-2023	Hamrick	Madison	William H. and Billie T. Hamrick	212.00	Row/Irrigation, Silviculture	No	169



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RFLPP-00107-2023	Hard Labor Creek	Washington	Ted S. Everett	2,424.00	Silviculture	Yes	5
RFLPP-00265-2023	Hardt-Winter Tract	Levy	Nancy Hardt, William Winter	675.00	Silviculture	Yes	199
RFLPP-00190-2023	Harrell Cattle	Suwannee	Robert C Harrell	297.00	Cow/Calf	Yes	152
RFLPP-00266-2023	Harrell Family Farm	Bradford	Christopher W. Harrell, Sherri Harrell	551.00	Silviculture	No	190
RFLPP-00087-2023	Harrison Cattle LLC	Sarasota	Harrison Cattle LLC, J Kenneth Harrison	1,100.00	Cow/Calf, Sod	Yes	80
RFLPP-00254-2023	Hidden T Ranch	Manatee	Jeffrey Thompson	226.00	Silviculture	Yes	230
RFLPP-00267-2023	Hogan-Tillman Family Heritage	Alachua	R. J, Hogan, Joan M, Hogan,	159.00	Cow/Calf	Yes	192
RFLPP-00022-2023	Holt Agricultural	Alachua	Ray and Nanette Holt	420.00	Row/Irrigation	Yes	121
RFLPP-00121-2023	Homestead Property	Walton	Randy Joe Johnson	60.00	Pasture	No	172
RFLPP-00031-2023	Hyatt Farms LLC	Osceola	Will Hyatt, Janine Hyatt	1,686.00	Cow/Calf, Citrus	Yes	206
RFLPP-00044-2023	Ireland Timber	Suwannee	George Ireland	116.00	Silviculture, Hay	No	125
RFLPP-00136-2023	Island Grove	Alachua	Island Grove LLC	757.00	Blueberry, Silviculture,	Yes	75
RFLPP-00256-2023	IT-E-IT Ranch	Okeechobee	James Smith	111.00	Cow/Calf	Yes	222
RFLPP-00257-2023	JA Cattle	Santa Rosa	Jeff III and June Ates	36.00	Cow/Calf	No	218
RFLPP-00053-2023	Jackson A. Collins Irr. Trust	Marion	Jackson A. Collins Irr. Trust	27.00	Silviculture	No	97
RFLPP-00054-2023	James A. Bailey Revocable Trust	Marion	James A. Bailey Revocable Trust	40.00	Silviculture	No	101
RFLPP-00224-2023	JB Ranch	Collier	Sunniland Family Limited	6,657.00	Cow/Calf,	Yes	21
RFLPP-00095-2023	Jeffrey's Place	Walton	Jeffrey Ard	50.00	Cow/Calf	No	201
RFLPP-00052-2023	John A. Collins Irr. Trust & Alexander M. Collins III	Marion	John A. Collins Irr. Trust & Alexander M. Collins III	32.00	Silviculture	No	79
RFLPP-00258-2023	John Campbell Family Lands	Okaloosa	Sara J. Eoff aka Sara P. Eoff, Kay M. Eoff, Mack Tyner III as	1,596.00	Silviculture	Yes	225
RFLPP-00127-2023	Johnson Family - Peace River Ranch	Hardee	Dale Mabry Johnson	283.00	Cow/Calf, Hay	Yes	134
RFLPP-00187-2023	Johnson Farm	Madison	JM Timberlands, LLC John W. Cruce	153.00	Citrus, Silviculture	No	158
RFLPP-00244-2023	Jordan Ranch	Columbia	Robert F Jordan	280.00	Silviculture, Grazing	No	221
RFLPP-00039-2023	Joseph (J.) Neil Keene	Jackson	Joseph (J.) Neil Keene	201.00	Cotton,	No	74
RFLPP-00268-2023	Junior Louis Ranch	St. Lucie	Timothy L. Stieren	422.00	Cow/Calf	Yes	162
RFLPP-00269-2023	Kanapaha Ranch	Alachua	Kanapaha Timber, Land &	3,996.00	Cow/Calf	No	197

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RFLPP-00030-2023	Keene Farm Trust	Jackson	William Neil Keene Jr	464.00	Silviculture, Peanuts	No	63
RFLPP-00245-2023	Kickin Tires Ranch	Polk	Kickin' Tires Ranch LLC	621.00	Cow/Calf	Yes	212
RFLPP-00145-2023	King Grove	Lake	King Grove Organic Farm, Inc. - successor by merger to the	200.00	Blueberries	No	87
RFLPP-00178-2023	Kip Whaley Ranch	Madison	Edwin Whaley, Kip E. Whaley and Shannon M. Whaley Whitston as Co-Trustees of the Cecile Whaley Jr Trust	2,330.00	Cow/Calf, Silviculture	Yes	32
RFLPP-00071-2023	Kneeknowhow-Walters Project	Sarasota	Adam and Rose Bright, dba	43.00	Cow/Calf, Fruit	Yes	129
RFLPP-00270-2023	KPB Cattle Company	Osceola	KPB Cattle LLC	882.00	Cow/Calf	Yes	164
RFLPP-00140-2023	Lake's Place	Osceola	Lake's Place LLP	1,579.00	Cow/Calf, Hay	Yes	96
RFLPP-00066-2023	Land West Holdings LLC	Gilchrist	Land West Holdings LLC	869.00	Silviculture	No	38
RFLPP-00102-2023	Lazy Rockin' A Ranch	Pasco, Polk	Robert Bradley Alston, Trustee	983.00	Cow/Calf, Silviculture	No	115
RFLPP-00123-2023	Les Que Two Ranch	Alachua	Les Que Two Inc.	518.00	Cow/Calf	Yes	92
RFLPP-00120-2023	Little Pine Ranch	Levy	Little Pine Ranch LLC	930.00	Silviculture	Yes	102
RFLPP-00273-2023	Long Ways Nature Ranch Trust	Dixie	Long Ways Nature Ranch Trust	1,279.00	Silviculture	No	182
RFLPP-00210-2023	Lott Ranch	Highlands	Joe Lott Family, LLLP	960.00	Cow/Calf	Yes	154
RFLPP-00099-2023	Ludwig Property	Hardee	Ludwig Land LLC	660.00	Cow/Calf	Yes	116
RFLPP-00142-2023	Luke Cattle Company	Okaloosa	Joshua and Kristin Luke	460.00	Cow/Calf	Yes	189
RFLPP-00176-2023	Lynn Family Farm	Taylor	Robert and Nell Lynn	515.00	Silviculture	Yes	68
RFLPP-00093-2023	Lynnhart Citrus	De Soto	Lynnhart Citrus LLC	403.00	Cow/Calf	Yes	202
RFLPP-00003-2023	Mabry Carlton Ranch, Inc.	Sarasota	Mabry Carlton Ranch, Inc.	2,560.00	Cow/Calf	Yes	29
RFLPP-00196-2023	Mare Branch Longleaf Tract	Santa Rosa	J E Golden Limited Family Partnership	664.00	Row/Irrigation, Silviculture	No	133
RFLPP-00012-2023	MAS Pines	Madison	MAS Pines LLC	615.00	Silviculture	Yes	56
RFLPP-00065-2023	Meeting House Groves	Putnam	Meetinghouse Groves Inc, James L Padgett Jr, James L	898.00	Citrus, Silviculture, Palm Nursery	Yes	110
RFLPP-00227-2023	Micco Bluff Ranch	Okeechobee	Micco Bluff Ranch, LLC;	2,150.00	Cow/Calf	Yes	37
RFLPP-00119-2023	Middle Creek Cattle	Walton	Middle Creek Cattle Company	247.00	Cow/Calf	No	141
RFLPP-00180-2023	Moon Lake Ranch	Citrus	Scott Adams	857.00	Cow/Calf,	Yes	113
RFLPP-00132-2023	Mossy Island Ranch	Manatee	Robert and Lori Manning	438.00	Cow/Calf, Sod, Hay	Yes	163

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RFLPP-00046-2023	Ocala Manufacturing LP	Marion	Ocala Manufacturing LP	1,145.00	Silviculture	No	122
RFLPP-00274-2023	Ogden Property	Columbia	Rufus C. Ogden, Jr.	381.00	Cow/Calf, Hay	No	207
RFLPP-00109-2023	Osceola Pines (Nash Property)	Levy	Nash, John S & Nash, Allison	565.00	Silviculture	Yes	142
RFLPP-00094-2023	Outer Limits Ranch	De Soto	Seabase Arcadia, LLC	100.00	Cow/Calf	Yes	191
RFLPP-00275-2023	Palmetto Prairie	De Soto	Palmetto Prairie LLC	376.00	Cow/Calf	Yes	175
RFLPP-00078-2023	Palustris Partners LLC	Madison	Larry Perrin	421.00	Silviculture	Yes	62
RFLPP-00143-2023	Patricia Flanders Trust	Putnam	Patricia J. Flanders Living Trust	1,163.00	Silviculture	Yes	8
RFLPP-00203-2023	Peace on Earth Ranch	Hardee	SGK Corporation	182.00	Cow/Calf, Row Crops, Hay	Yes	135
RFLPP-00285-2023	Pender Family Farm	Jackson	Adris Pencer and Laurence Pender	1,600.00	Cotton, Row Crops	No	229
RFLPP-00232-2023	Perry Smith Family Ranch and Timberland	Highlands	Perry C. Smith	2,100.00	Silviculture, Potatoes,	Yes	45
RFLPP-00276-2023	Phillips Ranch	Flagler	Timothy William, William Tod Phillips	3,000.00	Cow/Calf	Yes	18
RFLPP-00146-2023	Pine Level Farms	Santa Rosa	Jerry Jones, Jerod Jones, Pine Level Farms LLC	1,347.00	Cow/Calf, Row Crops	No	86
RFLPP-00010-2023	Pines of Avalon	Jefferson	Pines of Avalon, LLC and	8,665.00	Silviculture	Yes	2
RFLPP-00277-2023	Powers Property	Lake	Tommie Powers, Sr., Tommie Powers, Jr., Charles K. Powers and Randy Powers	224.00	Cow/Calf, Sheep, Goats, Llamas, Fowl, Horses	No	205
RFLPP-00278-2023	Promise Fields	Lake	Promise Fields, LLC	256.00	Blueberries, Silviculture	No	200
RFLPP-00138-2023	R. Davis Farm & Ranch	Alachua	Roger W. Davis	326.00	Cow/Calf, Sod, Hay	Yes	144
RFLPP-00174-2023	Raley Grove - Florida	Polk	Thelma C. Raley, Inc	418.00	Citrus,	Yes	194
RFLPP-00173-2023	Raley Grove Hardee	Hardee	Thelma C. Raley, Inc	518.00	Citrus	Yes	210
RFLPP-00279-2023	Randy Byrd Farms	St. Johns	William R. Byrd III	324.00	Row Crops, Silviculture	No	208
RFLPP-00103-2023	Ray Farms	Walton	Edsel & Mandy Ray	30.00	Pecan, Pasture	No	148
RFLPP-00139-2023	Ray Farms Pasture	Walton	Edsel & Mandy Ray	40.00	Hay	No	171
RFLPP-00085-2023	Remlap Ranch	Okeechobee	Palmer, Steve & Palmer, Jennifer Smith	6,706.00	Cow/Calf	Yes	3
RFLPP-00233-2023	Ridgewood Ranch	Osceola	Boardroom Holdings LLC	3,200.00	Cow/Calf	Yes	25
RFLPP-00167-2023	River Bend Century Ranch	Citrus	River Bend Century Ranch, LLC	130.00	Cow/Calf	Yes	127
RFLPP-00286-2023	RM Farm	Hendry	CR 833, LLC	2,883.00	Cow/Calf	Yes	215
RFLPP-00141-2023	Roberson Ranch	Osceola	The John and Kathryn Roberson Revocable Trust	1,462.00	Cow/Calf, Silviculture, Hay	Yes	31

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RFLPP-00287-2023	Robert E. Teague, Jr, Inc	St. Lucie	Robert E Teague, Jr, Inc.	300.00	Grazing	Yes	217
RFLPP-00234-2023	Rocking Bar W Ranch LLC	Hardee	Wayne & Lucy Anne Collier	980.00	Cow/Calf	Yes	42
RFLPP-00041-2023	Rocky Comfort Ridge	Gadsden	Rocky Comfort Ridge LLC	588.00	Silviculture	Yes	50
RFLPP-00280-2023	Ruff Diamond	Okeechobee	Ruff Diamond LLC; Fuller Cattle Co.LLC	1,693.00	Ranch	Yes	167
RFLPP-00108-2023	Ryals Citrus & Cattle	Charlotte	Ryals Citrus and Cattle	4,099.00	Cow/Calf, Melon	Yes	54
RFLPP-00024-2023	Sargeant Farms Inc	Polk	William Sargeant	146.00	Pasture, Sand Pit	No	183
RFLPP-00282-2023	Saturiwa	St. Johns	Michael D. Adams and Carole	94.00	Silviculture	No	198
RFLPP-00021-2023	Shady Oaks Ranch and Cattle, LLC	Highlands	Deborah Casey Richards	98.00	Cow/Calf	Yes	109
RFLPP-00288-2023	Shingle Spring Conservation Easement	Suwannee	Henry E. Mangels	318.00	Peanuts, Corn	Yes	219
RFLPP-00027-2023	Siboney Ranch	Okeechobee	Siboney Ranch, LLC	1,162.00	Cow/Calf,	Yes	138
RFLPP-00134-2023	Simpson Acres and Simpson Jr Farms	Gilchrist	Douglas Simpson Sr and Douglas Simpson Jr	38.00	Hay	No	94
RFLPP-00179-2023	Simpson Acres LLC (barn)	Gilchrist	Douglas Simpson Sr and Merry	225.00	Watermelons,	No	155
RFLPP-00283-2023	Singleton Family Farm	St. Johns, Flagler,	Stephen J. and April Singleton	717.00	Potatoes, Cover Crops	Yes	20
RFLPP-00002-2023	Sipprell Ranch	Putnam	Madison Sipprell and Clay Sipprell	763.00	Cow/Calf	Yes	130
RFLPP-00236-2023	Sleepy Creek Ranch	Marion	Frank Stronach Sleepy Creek Lands, LLC	14,500.00	Cow/Calf, Row Crops, Silviculture	Yes	39
RFLPP-00237-2023	Southport Ranch	Osceola	Southport Ranch, LLC	4,120.00	Cow/Calf	Yes	27
RFLPP-00189-2023	Spurlin Farm	Clay	Spurlin Gerald Lindsey Trustee Gerald Lindsey Spurlin	600.00	Silviculture	No	66
RFLPP-00074-2023	Square D Ranch	Hardee	Square D Ranch LTD LLP	1,158.00	Cow/Calf, Sod	Yes	91
RFLPP-00156-2023	Square One Ranch	Highlands	Daphne Waldron	1,564.00	Sod, Grazing	Yes	60
RFLPP-00125-2023	St. Marks Crossing, LLC	Leon	St. Marks Crossing, LLC	373.00	Silviculture	Yes	24
RFLPP-00011-2023	Stage Coach Ranch	Pasco, Hardee	Massey Partners Ltd., Trusting Properties LLC	1,560.00	Cow/Calf, Silviculture, Hay	Yes	10
RFLPP-00077-2023	Stevens Land and Cattle	Hardee	Stevens Land & Cattle Company	505.00	Cow/Calf, Citrus	Yes	128
RFLPP-00076-2023	Stevens Property: The Home Place	Hardee	Stevens, Jane M & McClelland Catherine K Trust / Stevens	197.00	Cow/Calf	Yes	153
RFLPP-00290-2023	Stokes Farm	Columbia	E. Chester Stokes, Jr. and Lynda F. Stokes as Tenants by Entireties	1,745.00	Silviculture, Grazing	No	227

## 2024 RFLPP Ranked Projects

Case Number	Property Name	County	Owner Name	Estimated Total Land Area	Operation	Wildlife Corridor	Adjusted Ranking
RFLPP-00096-2023	Sweetwater Preserve	Hardee	Sweetwater Preserve LLC, ATP Groves LLC, Camp Sweetwater LLC	1,887.00	Cow/Calf, Row/Irrigation Crops, Citrus	Yes	98
RFLPP-00040-2023	Tew Family Farm and	Hillsborough	James Horton Tew	645.00	Cow/Calf	No	149
RFLPP-00111-2023	TewCan Ranch	Hillsborough	Melinda Tew-Cantrell	960.00	Cow/Calf	No	181
RFLPP-00191-2023	Thayendanegae Timber (Thigh-in-den-A-Ga)	Baker	Thayendanegae Timber, LLC	1,751.00	Silviculture	Yes	53
RFLPP-00148-2023	The Asphalt Watermelon Farms LLC (Board Fence)	Gilchrist	Douglas and Cynthia Simpson	80.00	Hay	No	124
RFLPP-00083-2023	The Asphalt Watermelon Farms, LLC	Gilchrist	THE ASPHALT WATERMELON FARMS LLC	390.00	Watermelons, Grazing	No	83
RFLPP-00230-2023	The Flatwoods	Levy	Karen Usher White and Luther M White	2,558.00	Cow/Calf, Silviculture	Yes	195
RFLPP-00009-2023	Thomas Harris Family Trust	Putnam	Thomas Harris Family Trust	210.00	Silviculture	Yes	41
RFLPP-00204-2023	Thomas Timberland	Columbia	Herbert and Lawanda Thomas; Shanda R Hoffman	456.00	Silviculture	Yes	145
RFLPP-00229-2023	Tilton Family Farm	Putnam, Flagler	John and Shirley Tilton	2,403.00	Silviculture, Cow/Calf, Pasture,	Yes	19
RFLPP-00116-2023	Tilton-Counts Ranch	Putnam	Gina Tilton Counts, Jody Coe Counts, Jett Tilton	1,237.00	Cow/Calf, Row/Irrigation,	No	111
RFLPP-00159-2023	Tina Peters Farm	Walton	Tina M Peters	64.00	Row/Irrigation	No	136
RFLPP-00163-2023	TNT Farm Stonestreet	Volusia	James F. Stonestreet Rev. Trust	372.00	Silviculture	Yes	13
RFLPP-00291-2023	TREE-O GROVES, INC.	Polk	TREE-O GROVES, INC.	161.00	Citrus, Silviculture	Yes	220
RFLPP-00239-2023	Triple S Ranch	Okeechobee	Alfred W and Dan C. Scott	7,053.00	Cow/Calf	Yes	35
RFLPP-00068-2023	Tumlin Terwillegar Properties	Alachua, Bradford, Clay, Putnam	Tumlin Terwillegar Properties Inc	2,732.00	Silviculture	Yes	7
RFLPP-00206-2023	Turkey Creek Land Trust	Walton	Turkey Creek Land Trust	80.00	Pasture	No	143
RFLPP-00025-2023	Turnpike Dairy	Martin	Turnpike Dairy Inc.	550.00	Cow/Calf	Yes	204
RFLPP-00152-2023	Twin Rivers Ranch	Hamilton	Greg Stafford	212.00	Row/Irrigation	Yes	123
RFLPP-00228-2023	Tyree Trust	Hamilton	Mary M Tyree Trust c/o Angela Taylor	418.00	Silviculture, Pasture	yes	170
RFLPP-00199-2023	Vero Groves	St. Lucie	Vero Producers, Inc.	1,280.00	Citrus	Yes	156
RFLPP-00092-2023	W.A.N.D.E.R.	Sumter	Wendel Martinkovic & Nancy Dwyer	23.00	Vegetables, Fruit Trees,	Yes	103
RFLPP-00292-2023	Waccasassa Plantation	Levy	Martin Andersen-Gracia	1,565.00	Silviculture	Yes	224
RFLPP-00038-2023	Walkup Timber Company, LLC	Volusia	Walkup Timber Company, LLC	100.00	Silviculture	Yes	17

## 2024 RFLPP Ranked Projects

Case Number	Property Name	County	Owner Name	Estimated Total Land Area	Operation	Wildlife Corridor	Adjusted Ranking
RFLPP-00100-2023	Walter Farms	Polk	Walter Holdings and Investments, LLC	402.00	Cow/Calf, Blueberries, Hay	Yes	196
RFLPP-00188-2023	Walton 7450 CR 280E	Walton	Robert Lyle Seigler	55.00	Silviculture, Pasture	Yes	81
RFLPP-00097-2023	Warren Timberlands	Calhoun	Glenn and Susan Warren	142.00	Watermelons, Silviculture	Yes	160
RFLPP-00240-2023	Welaka Ranch	Putnam	St. Johns Trading Company, Inc.	8,807.00	Silviculture	Yes	57
RFLPP-00241-2023	Welanee Plantation	Okaloosa	The H.T.L. Family Limited Partnership; Edwin Henry	7,190.00	Silviculture	Yes	44
RFLPP-00242-2023	Wesley Smith Family Farm - Historic Hastings Farms	St. Johns	Hastings Farms; Wesley Smith Family Farm	2,042.00	Broccoli	Yes	78
RFLPP-00170-2023	Wetland Preserve Miller Tract	Putnam	Wetland Preserve LLC	752.00	Silviculture	Yes	99
RFLPP-00158-2023	Wheeler Farms Ortona Grove	Glades	Wheeler Farms Inc.	936.00	Citrus, Sugar Cane	Yes	174
RFLPP-00157-2023	Wheeler Walk-In-Water Ranch	Polk	Wheeler Farms Inc.	2,232.00	Citrus, Grazing	Yes	72
RFLPP-00047-2023	Whiskey Rose Farm	Lake	Jazmin I Felix	10.00	Produce	Yes	93
RFLPP-00110-2023	Williams Property	Levy	Williams Heritage LLLP; Williams Family Investments LLC; Williams, Thomas W Jr; Williams, Thomas W J	3,751.00	Cow/Calf, Row/Irrigation, Silviculture	Yes	28
RFLPP-00293-2023	Williams Ranch	Highlands	Williams Daryl and Williams Daryl R + Joannah C and D + D Tree Farm + Nursery Inc	245.00	Cow/Calf	Yes	214
RFLPP-00059-2023	Williamson Cattle Company (WEST)	Okeechobee	Williamson Cattle Company	754.00	Cow/Calf	Yes	106
RFLPP-00294-2023	Witherspoon Timberland Tracts on Pittman Hill Road	Jackson	William D. Witherspoon	120.00	Silviculture	No	228
RFLPP-00155-2023	Withlacoochee River Ranch	Citrus	Cosmic Mortgage Corp.; JEM Investments, LTD.	596.00	Cow/Calf, Silviculture	Yes	126
RFLPP-00193-2023	Wolf Creek Forest Farm	Santa Rosa	J E Golden Limited Family Partnership	591.00	Row/Irrigation	No	108
RFLPP-00062-2023	Wright Ranch	Gilchrist	Wendell Jerome Wright	910.00	Cow/Calf,	Yes	85
RFLPP-00063-2023	Young Family Farm	Putnam	Cory R. Young, Cory Robert Yong Trust, Devony Carol	85.00	Silviculture	Yes	67
RFLPP-00295-2023	Zinn Farm	Alachua	Terry L. Zinn	41.00	Sod	No	226

232 Projects

47 counties

300,773.00

Legend
North Region
Central Region
South Region





# Florida Department of Agriculture and Consumer Services

## 2023 Project Evaluation Report

### Ryals Cattle and Citrus

Case No 00108-2023

#### Charlotte County

This is 4,099-acre cattle operation split into three large blocks along the Prairie Creek. This property consists of a mix of crops and pasture. An intact mesic flatwoods is found on the southeast corner, and small isolated marshes are scattered throughout. The two western tracts partially encompass the Prairie Creek Preserve, providing additional buffer area. Surrounding land uses are predominantly agricultural, with a residential development immediately south. Florida Scrub-jay (*Aphelocoma coerulescens*) was documented on and around the very small southwestern tract as recently as 2011, although the tract itself is likely not large enough to support a scrub-jay population.



**Rural & Family Lands Protection Program**

*“Protecting Florida’s Agricultural Lands into the Future”*

**Property Information**

Case Number	Property Name	Section	County
RFLPP-00108-2023	Ryals Citrus & Cattle	1,15,10,11,13,2,9,1,8,4,5 ,17,12	Charlotte

**Address**

Street Address of Property	City	State	Zip
5751 Cypress Grove Cir	Punta Gorda		33982

**Owner(s) Record of Property**

Owner Name	Registered Agent
Ryals Citrus and Cattle	Julie Morris

Owner/Agent Address	Phone	Email
35200 Clay Gully Road, Myakka City 34251 Florida		

**Estimated Total Land Area**

Total Area	Uplands	Wetlands	Timber
	4099	3676	423
			0
Ranch	Other Agricultural	Natural Area	
	3157	290	649

**Additional Property Information****Agricultural Activities**

Ryals Citrus and Cattle is primarily a cow-calf operation. The family also diversified into watermelon farming. The family began ranching this land 100 years ago.

**Outparcels**

The Ryals are submitting the remainder of the ranch located in Charlotte County. They are not submitting the portion in DeSoto County. There is also a portion of the Ryals in Charlotte that will be under a RFLPP easement by October 2023; this is not included in the application (see attached map).

**Encumbrances****Best Management**

Cow-calf. 7/15/2011. NOI 10150  
Vegetable and agronomic crops: 4/6/2016. NOI 40610

**BMP Agreement**

Yes

**Species Habitat**



Ryals Citrus & Cattle is a 6,943.1-acre property in northern Charlotte County. Currently, 2,854.3 acres of this property are forecasted to go under a conservation easement under the Rural and Family Lands Protection Program (RFLPP) in October of 2023. This proposal is to conserve the remaining 4,099.8 acres left unprotected. Most of the acreage in this property is found within Priority 3 linkage for the Florida Ecological Greenways Network (FEGN). The FEGN designated areas deemed as ecologically important hubs for the connectivity of a statewide wildlife corridor; Priorities 1-3 are considered part of the Florida Wildlife Corridor. This property will reinforce and establish a corridor between Fred C. Babcock/Cecil M. Wildlife Management Area (WMA), Shell Creek Preserve, and Florida Forever BOT projects to the south, conservation easements managed by FL Department of Agriculture to the northeast, and Peace River State Forest to the northwest. This property abuts Prairie Creek Preserve on the east and west, offering a buffer to activities that may affect the water quality for Prairie Creek. A significant amount of acreage in the property is considered part of Florida Forever's Strategic Habitat Conservation Areas Priorities 1, 3, and 5. This model is a classification of suitable habitat for one or more rare or vulnerable species in the state. Urban sprawl is a real threat to this property. If this property is lost to urbanization, an opportunity for connecting a vital part of the corridor will be lost.

Improved pasture is the dominant habitat occurring in the property. This vegetative community is usually a bahiagrass (*Paspalum notatum*) monoculture with native weeds and grasses interspersed throughout. Though the primary use of this habitat is cattle grazing, this community can provide habitat for a variety of imperiled species. These include the northern crested caracara (*Caracara cheriway*), Florida burrowing owl (*Athene cunicularia floridana*), Florida sandhill crane (*Antigone canadensis pratensis*), southeastern American kestrel (*Falco sparverius paulus*), and eastern indigo snake (*Drymarchon couperi*). Both the Florida sandhill crane and the northern crested caracara has been reported on the property (according to 2015 public records). The protection of this property is crucial for conservation because it provides connectivity among natural communities. Ecologically functional corridors play an important role in the creation of important resources for some species or safe locomoting opportunities for others, including the Florida black bear (*Ursus americanus floridanus*) and the Florida panther (*Puma concolor coryi*), both of which require large tracts of unfragmented land for their survival.

Mesic flatwoods are found on the eastern side of the Ryals property. This vegetative community is composed of an open pine canopy with frequent fire returns (2-4 years), which keeps the understory low. Slash pine (*Pinus elliottii*) or longleaf pine (*P. palustris*) make up the canopy. Species found in the understory include saw palmetto (*Serenoa repens*), gallberry (*Ilex glabra*), coastalplain staggerbush (*Lyonia fruticosa*), dwarf live oak (*Quercus minima*), dropseed (*Sporobolus curtissii*), panicgrasses (*Dichanthelium* spp.), and wiregrass (*Aristida stricta*). This vegetative community can provide habitat for a variety of species, including the Bachman's sparrow (*Peucaea aestivalis*), red-cockaded woodpecker (*Dryobates borealis*), Florida bonneted bat (*Eumops floridanus*), Florida black bear, and southeastern fox squirrel (*Sciurus niger niger*).

Wildlife likely to occur on the Ryals property are those that use pastures and flatwoods. Species likely to occur based on present and nearby habitat include the wood stork (*Mycteria americana*), northern crested caracara, and eastern indigo snake. Additionally, based on occurrences nearby and present habitat, the federally endangered Florida bonneted bat, red cockaded woodpecker, and Florida panther have potential to occur. Threatened plants with potential to occur on the property include the many-flowered grass-pink (*Calopogon multiflorus*), nodding pinweed (*Lechea cernua*), Florida beargrass (*Nolina atopocarpa*), giant orchid (*Pteroglossaspis ecristata*), and redmargin zephyrlily (*Zephyranthes simpsonii*). Endangered plant species with potential to occur include the celestial lily (*Nemastylis floridana*), Florida spiny-pod (*Matelea floridiana*), pondspice (*Litsea aestivalis*), Small's flax (*Linum carteri* var. *smallii*), beautiful pawpaw (*Deeringothamnus pulchellus*), cutthroatgrass (*Coleataenia abscissa*), and sand butterfly pea (*Centrosema arenicola*).

#### **Water Resource Values and Benefits**

Ryals Citrus & Cattle is located in northern Charlotte County, buffering Prairie Creek and bordering Cypress Slough on the west. Prairie Creek supplies the drinking water to the city of Punta Gorda, before flowing into Charlotte Harbor. The property holds a set of unnamed ditches that drain the property and flow into these systems. The Ryals property falls within the Prairie Creek drainage basin, part of the larger Charlotte Harbor – Peace River Watershed. The Peace River Watershed is a highly important source of drinking water for Floridians in Charlotte, DeSoto, Manatee, and Sarasota counties.

The property holds acreage with Priorities 3-5 aquifer recharge and Priorities 1, 3 and 4 in significant surface waters. Marshes throughout the property offer ecological services to the surrounding areas such as flood control and water purification for people and wildlife. The conservation of this property will contribute to enhanced water quality, aquifer recharge, flow attenuation, and flood hazard reduction.

### **Development Impacting Continuation of Agricultural Activities**

Immediate threats affecting Ryals Citrus & Cattle include urban sprawl radiation from Punta Gorda and other coastal regions to the west. Development directly south of the property already exists and is expanding north rapidly. The projected development trend for Florida in 2070 shows this property is likely to be developed in the future. If the property does not go into conservation, the most likely future scenario is that it will be lost to urbanization. The property sits squarely in a gap among conservation lands to the south, northeast, and northwest of the property. If this property is lost to urbanization, an opportunity for connecting a vital part of the corridor will be lost. Cattle ranching in Charlotte County has made way for development. The Ryals is one of the large family-run cattle ranches in Charlotte County

### **Natural Resources**

Development and solar are spreading rapidly in this vicinity. Development of this immediate area will negatively impact the quality and quantity of water flowing into Prairie Creek- the drinking water to the city of Punta Gorda. The water resources this property protects also directly impact the health of Charlotte Harbor.

NOTE: the Ryals Property is critical to the health of the Peace River and Charlotte Harbor Watershed and is an important component to our overall strategy within the Peace River Watershed. The Peace River and its tributaries are critical to the health of Charlotte Harbor, an estuary of National Significance and one of the most important recreational fisheries in the state. The Peace River supplies the drinking water to over a million people downstream. Protecting the water quality in this region is essential to the region's health and economy. Florida Conservation Group's Peace River Valley Initiative is focused on protecting this important region. See attached map.

### **Interest Statement**

The Ryals desire to preserve a family cattle ranching operation dating back 100 years, They also recognize this conservation easement will conserve natural resources in a rapidly disappearing landscape and sustain the local agricultural economy.

### **Property Rights to be Acquired**

The Ryals would like to sell their development rights and ensure the continuation of agricultural and other income generating activities on this property. They may retain the rights to subdivide, pursuant to RFLPP regulations. They also wish to build additional residences; they will work with RFLPP to

determine the specifics on residences and subdivisions. They may wish to conduct compatible activities, consistent with the RFLPP requirements and regulations. NOTE: The Ryals may slightly reduce the size of the boundary of the conservation easement; any reduction will be small and reasonable and be decided upon in cooperation with RFLPP staff.

## Rural and Family Lands Protection Program Additional Information

Please answer the following questions about your agricultural operation, as they apply, and include any additional documents, photos, maps, etc.

Date 7 Aug 2023

Project Name Ryals Citrus & Cattle

Case Number RFLPP- 00108-2023

Landowner Name and Phone number Ryals Citrus & Cattle

Physical Address of the Project 5751 Cypress Grove Cir, Punta Gorda 33982

Agent Name and Phone number Julie Morris

Contact Name and Phone number for Site Visit Julie Morris

Please provide the following additional information by circling answers/filling in:

	Questions	Answers (circle all that apply and fill in as appropriate)
1	Types of primary agricultural operations onsite?	Cattle; other livestock; row crops; plant/tree nursery; timber; other forest products; citrus; other fruit; sod; hay; Other:
2	Types of secondary ag-related income on the site?	Bees; small vegetable plots; Watermelon; secondary sod; hay; Other:
3	This property is used for:	Primary source of income; primary residence; weekend retreat; recreation; investment; prevent future development; land appreciation
4	Do you have historical resources and/or structures on the property? (Use scale)	None; 1; 2; 3 or more; Brief description:
5	Constraints to Ag Operation?	Encroachment of development; market fluctuations, materials and equipment limitations, labor cost and availability, pests and pathogens, extreme weather
6	Of the top constraint, how severe is it to your ongoing operation?	1=Not very severe; 3=Moderate; 5=Very severe 4-
7	What do you view as the biggest threats to this operation?	Residential/commercial development; financial constraints; surrounding land values; disinterest from younger generations; market for products
8	How closely does this operation follow a Management or Stewardship Plan? (Use scale)	1=Very Closely; 3=Somewhat; 5=Not Followed or Not Applicable 2-3
9	Severity of current problems with pests or pathogens? (Use scale)	1=None; 3=Moderate; 5=Severe 2 - very minimal

10	Do you use prescribed fire as an important land management tool? (Use scale)	1=Very Important; 3=Moderately Important; 5=Not Important; Not applicable
11	Are there effects of natural disasters evident on the property? (Use scale)	1=None; 3=Moderate; 5=Severe; Brief description:
12	Without RFLPP or similar acquisition, what is the chance this property will be in agricultural operations in 50 years? (Use scale)	1=100%; 3=50%; 5=0% CANNOT foresee future committed - but we do not know future
13	Do you view your livestock herd management practices to be: (Use scale)	1=Inadequate; 3=Adequate; 5=Excellent; Not Applicable
14	Are there non-family hunting or fishing leases on the property?	1=Yes; 2= No
15	How intensely do you control feral hogs on your property? (Use scale)	None present; 1=Very (frequent, multiple control methods); 3=Moderately; 5=No Control
16	How intensively are invasive plant species (cogon grass, smutgrass, climbing fern, etc.) being controlled? (Use scale)	None present; 1=Very (frequent, multiple control methods); 3=Moderately; 5=No Control 3-4 We do the best we can - given financial constraints
17	For all operations, how would you characterize the severity of soil erosion (gullies, washouts, rills, etc.)? (Use scale)	1=None; 3=Moderate; 5=Severe; Brief description: None - left natural drainage in place
18	Have you received any awards related to the agricultural operation in the last 10 years?	None; More than 1; Local; State; National; Briefly describe: This Farm Cases, locally recognized
19	For livestock, what is the general condition of the herd? (Use scale)	1=Inadequate; 3=Adequate; 5=Excellent; Not Applicable
20	For timber, plant nurseries and produce, what is the general plant vigor or health of crops/stands? (Use scale)	1=Inadequate; 3=Adequate; 5=Excellent; Not Applicable



**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: Melody Belanger

Date: 10/02/2023

Project / Property: Ryals Citrus & Cattle

Acres: 4099

County: Charlotte

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 10
3. Assessment of the overall natural resources of property:  
Not Applicable \_\_\_\_\_ Benefit Score 10
4. Assessment of wildlife habitat attributes of property:  
Not Applicable \_\_\_\_\_ Benefit Score 10
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 10
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 10
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 8
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 covered in items 1 – 18:

These properties are operated by 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> generation of Ryals. The 5<sup>th</sup> generation is upcoming.

Adding these parcels would join the central and eastern properties making contiguous access via the southern residential sized lot and Hwy 31 (via Ryals Ranch Road through Desoto County), as the 2,845 acres splitting the two parcels is already under the RFLPP. Currently there is not a protected access to the 2,845 acres already in the program.

The area known as Prairie Creek Preserve was sold to the county of Charlotte by the Ryals to ensure its preservation. The property is leased back from the county. While it is managed by the Ryals, they do not keep cattle on it. The small residential sized parcel to the south of the westernmost parcel provides additional access for the Ryals to the Preserve. The preserve is home to deer, turkey and bald eagles, all were observed during the tour.

There is a seven year+ rotation on the watermelon fields. After watermelon season the land is rotavated and seeded with Hemarthria, Jiggs, or Bahia, grazed and/or leased for sod.

The acreages are divided into numerous pastures. There is a one month rotation on grazing. While pastures are rested, they are drug to break up the manure, which assists in breaking the parasite cycle and spreading the natural fertilization.

All natural water sources and flow on original family land has not been augmented. The natural canopy alongside the creeks and streams will be left intact per family wishes.

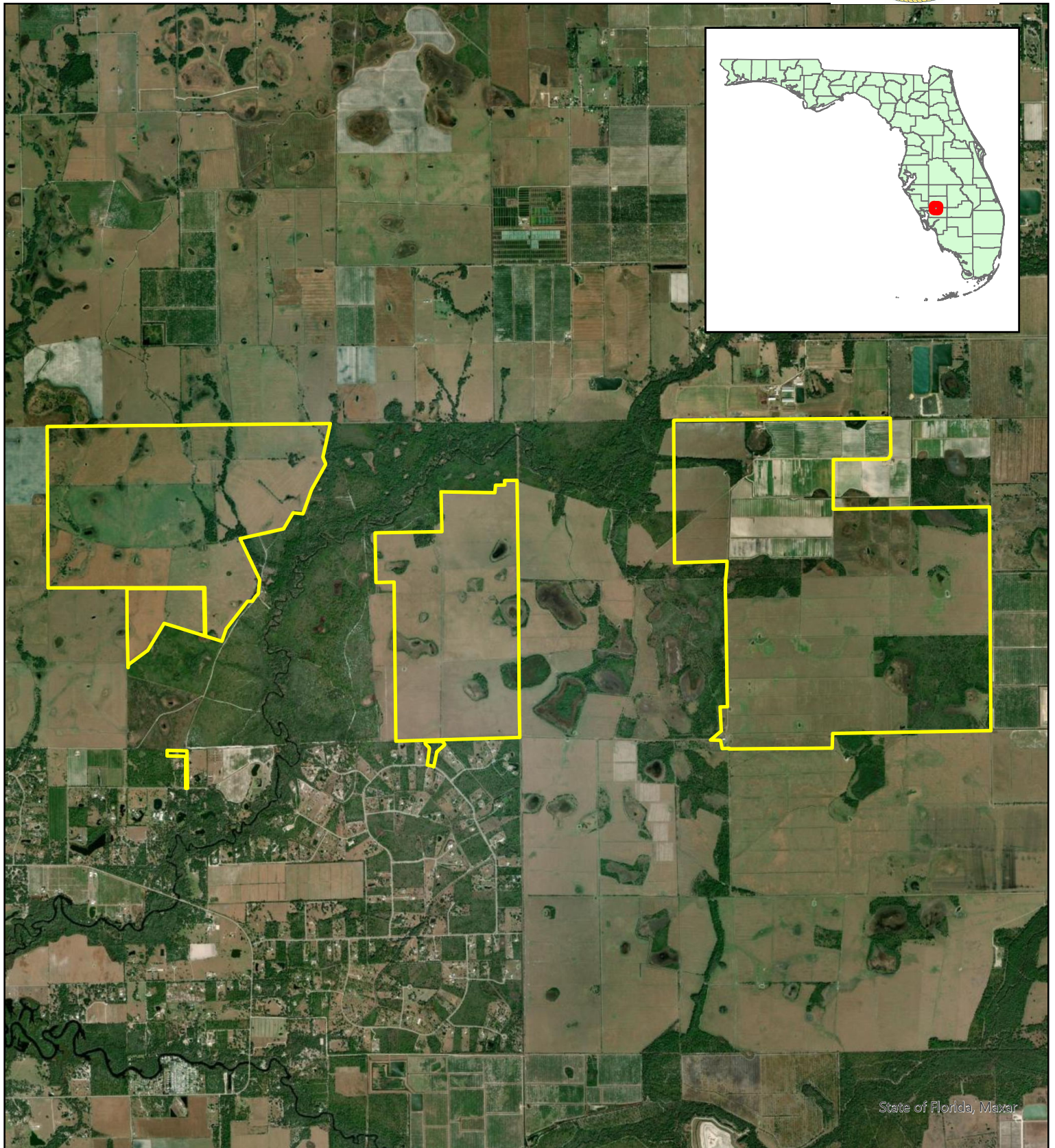
Prairie Creek is a tributary of Shell Creek Reservoir, the source of drinking water for the City of Punta Gorda and parts of unincorporated Charlotte County. NRCS mitigation recommendations were implemented to protect the water flow.

Three hundred and twenty-five acres within the eastern parcel are leased to Bethel Farms and is an active sod farm.

Over the past few years, Florida Power and Light has purchased thousands of acres in close proximity to the northeast in Desoto County and adjacent to the east in Charlotte county. FP&L is actively converting the pastures and groves to solar fields.



# Ryals Citrus and Cattle Charlotte County, Florida



0 2,500 5,000 10,000 Feet

Case Number 108\_2023  
Project Name Ryals Citrus & Cattle  
Acres 4,098

	Score	State Rank	Region Rank
<b>FINAL SCORE</b>	<b>0.611</b>	<b>53</b>	<b>28</b>
Size	0.764	23	11
Ag Landscape Priority	0.998	58	36
Ag Suitability	0.970	27	14
Distance to Protected Ag/Military	1.000	1	1
Percent Ag by Parcel or LandCover	0.999	66	26
Restorable/ Impaired Watersheds	0.079	163	46
Ag Conversion Threat Index	0.500	129	49
Disadvantaged Areas	0.000	184	62
Smoke-sheds	0.966	19	8
Development Projections	0.600	19	2
Future Land Use Map*	0.005		
Species Habitat Priorities	0.537	73	41
Listed Species*	0.000		
Priority Natural Communities	0.044	78	23
Surface Water Priorities	0.641	27	10
Wetlands	0.037	196	57
Floodplain	0.170	202	69
Spring-sheds	0.000	17	1
Recharge	0.378	155	37
Proximity to Conservation Lands	1.000	1	1
Ecological Greenways Priorities	0.536	138	57
Greenways Bottlenecks*	0.000		
FL Wildlife Corridor*	0.010		
Fire History	1.000	1	1
Landscape Integrity Index	0.761	161	53
Elevation	1.000	1	1
Cultural/Historical Sites*	0.000		

\*bonus measure with a max value of 0.01

Land Cover	Acres	Percent
Crops	841	20.5%
Pasture	2,597	63.4%
Planted Timber	0	0.0%
Citrus	0	0.0%
Livestock Operations	8	0.2%
Altered Open	15	0.4%
Altered Wetland	0	0.0%
Developed	1	0.0%
Invasives Predominant	0	0.0%
Natural Forested Upland	281	6.9%
Natural Forested Wetland	59	1.4%
Natural Nonforested Upland	0	0.0%
Natural Nonforested Wetland	292	7.1%
Water	3	0.1%



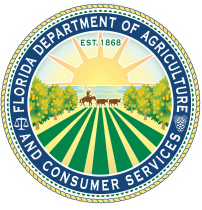
# Ryals Citrus & Cattle

South Region (Highlands County)



## Site Visit Summary:

- 4,099-acre cattle operation split into three large blocks along the Prairie Creek in Charlotte County.
- The primary agricultural use is a calf-cow operation on improved pasture (> 2,900 acres) with some typical pasture associated non-native invasive plants detected. There are also sod production acres on the northern portion of the property.
- The property contains marshes and wet prairie interspersed throughout the three blocks and there are several large blocks of native or semi-native forests, including a 192-acre block of mesic Flatwoods in the southeastern corner.
- The only site in Charlotte county, where suburban development expanding from Punta Gorda/Port Charlotte was observed along the southern and western boundaries of the site.

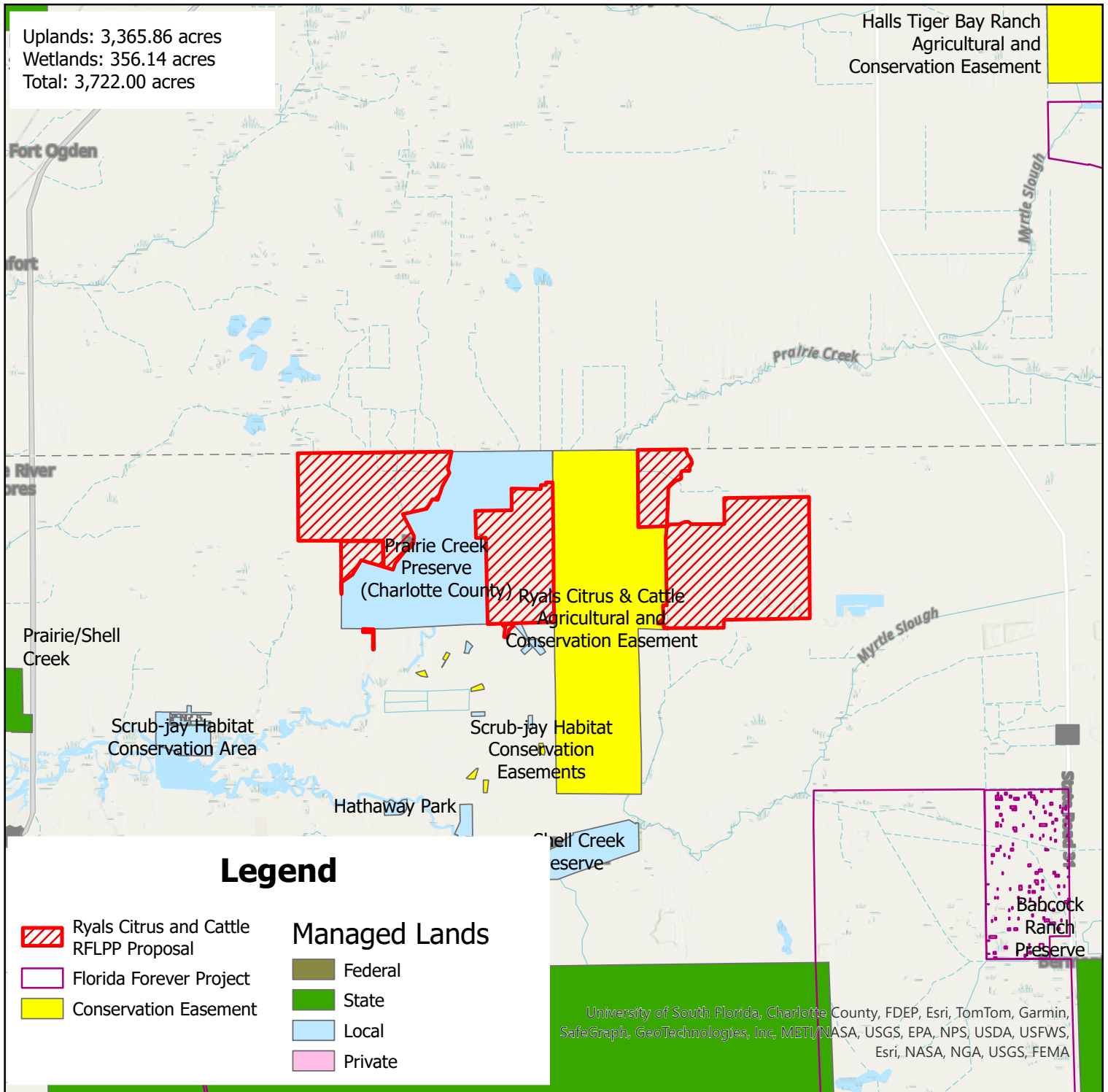


# Rural and Family Lands Protection Program

## Ryals Citrus and Cattle

### Charlotte County, Florida

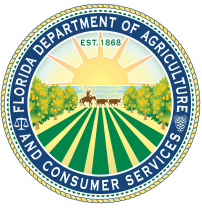
Uplands: 3,365.86 acres  
Wetlands: 356.14 acres  
Total: 3,722.00 acres



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.



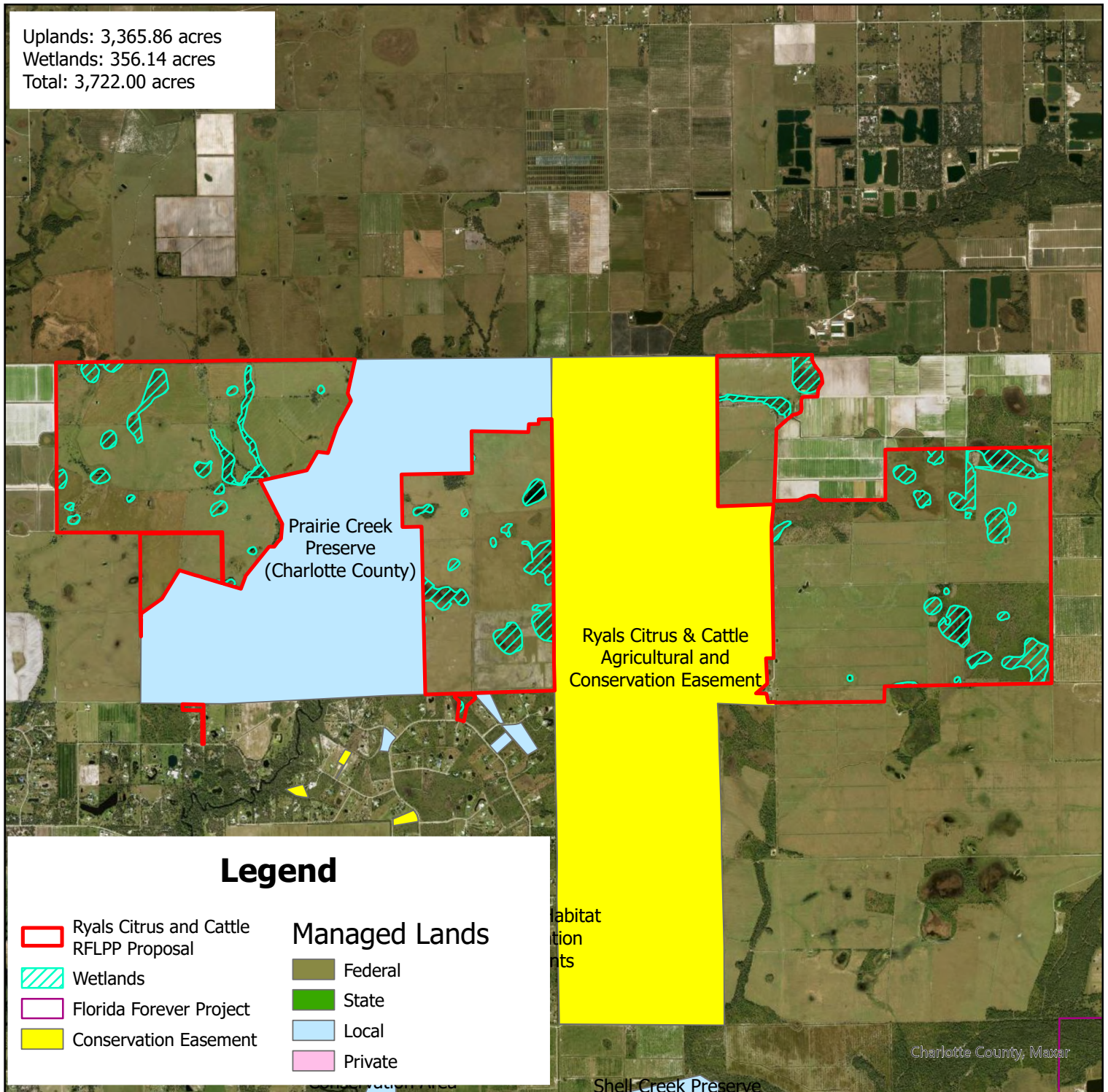


# Rural and Family Lands Protection Program

## Ryals Citrus and Cattle

### Charlotte County, Florida

Uplands: 3,365.86 acres  
Wetlands: 356.14 acres  
Total: 3,722.00 acres



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

<sup>1</sup>Project: Ryals Citrus and Cattle  
Charlotte County

## OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between RYALS CITRUS AND CATTLE, LLC, a Florida limited liability company, whose address is P.O. Box 127, Fort Ogden, Florida 34267 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 Charlotte 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 THIRTEEN MILLION TWO HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$13,215,000) ("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 97% 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 3% 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 3% 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:  
Ann H. Ryals  
Ryals Cattle and Citrus, LLC  
P.O. Box 127  
Ft. Ogden, Florida 34267

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.

32. LIKE-KIND EXCHANGE. Seller may desire to effectuate a like-kind exchange ("Exchange") under Section 1031 of the Internal Revenue Code in connection with this sale of the Easement. Buyer agrees to use reasonable efforts to accommodate Seller in effectuating an Exchange, subject to each of the following provisions: (1) the Exchange does not directly or indirectly increase the Final Adjusted Purchase Price; (2) the Exchange will not delay or otherwise

adversely affect the closing; (3) there is no loss, cost, damage, tax, expense, or adverse consequence incurred by Buyer resulting from, or in connection with, the Exchange; (4) all documents to be executed by Buyer in connection with the Exchange must be subject to the approval of Buyer, which approval must not be unreasonably withheld provided that Seller has otherwise fully complied with the terms of this paragraph, and must expressly state, without qualification, "Buyer is acting solely as an accommodating party to the Exchange, Buyer will have no liability with respect to it, and is making no representation or warranty that the transactions qualify as a tax-free exchange under Section 1031 of the Internal Revenue Code, or any applicable state or local laws"; and (5) other than with respect to the Easement or the Property, in no event must Buyer be obligated to acquire any property or otherwise be obligated to take title, or appear in the records of title, to any property in connection with the Exchange. Seller shall indemnify and hold harmless Buyer from and against all claims, losses, costs, damages, taxes, and expenses incurred after the date of this Agreement in connection with the Exchange or Buyer's cooperation with Seller to effectuate the Exchange. Seller acknowledges that Buyer has made no representations or warranties concerning the tax consequences or effect of the Exchange.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **JANUARY 31, 2025**, 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  
RYALS CITRUS AND CATTLE, LLC, a Florida  
limited liability company

Jeffrey W. Heitman  
Witness as to Seller

Jeffrey W. Heitman  
Printed Name of Witness

Karen M. Smith  
Witness as to Seller

KAREN M. Smith  
Printed Name of Witness

Ann H. Ryals  
Ann H. Ryals, Manager

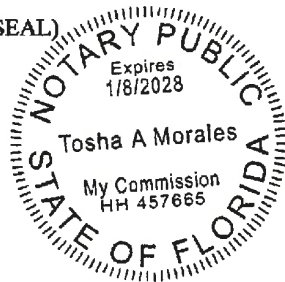
1/27/25  
Date signed by Seller

STATE OF FLORIDA  
COUNTY OF DeSoto

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 Ann H. Ryals, as Manager on behalf of Ryal Citrus and Cattle, a Florida limited liability company, 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 27 day of January,  
2025.

(NOTARY PUBLIC SEAL)



Tosha Morales  
Notary Public

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

Commission No.: HH 457665

My Commission Expires: 1/8/2028

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

Exhibit E to Deed of Easement – Minimum Terms for Agricultural Land Easements

Addendum 1 – Beneficial Interest and Disclosure Affidavit

Addendum 2 – LLC Addendum

## EXHIBIT "A"

Lot 1, Block 10 Prairie Creek Park, according to the Plat thereof, as recorded in Plat Book 13, Pages 33-A through 33-S, inclusive, of the Public Records of Charlotte County, Florida.

And

A portion of Lot 2 more specifically described as follows: Beginning at the Southeast corner of said Lot 2, run North 88°54'16" West, along the South line, a distance of 60.00 feet; thence North 00°48'02" East, a distance of 1076.63 feet; thence North 88°54'16" West, a distance of 618.04 feet to the West line of said Lot 2; thence North 00°46'39" East, a distance of 232.73 feet to the Northwest corner of said Lot 2; thence South 88°52'31" East, a distance of 678.14 feet to the Northeast corner of said Lot 2; thence South 00°48'02" West, a distance of 1309.01 feet to the Point of Beginning.

Subject to an easement 30' in width along the South side of said lot.

And

All of Sections 1, 2, 3 and 12; East½ of Section 10; West½ of Section 11, Township 40 South, Range 24 East, Charlotte County, Florida.

Less and except:

A tract or parcel of land for conservation purposes lying in Section 1, 2, 10, 11 and 12, Township 40 South, Range 24 East, Charlotte County, Florida, which tract or parcel is more particularly described as follows:

Begin at the Northeast corner of said Section 1, same being the Point of Beginning; thence South 00°09'15" West, along the East line of said Section 1, a distance of 1971.99 feet; thence North 89°50'45" West, leaving said East line Section 1 a distance of 422.31 feet; thence South 00°17'48" East, a distance of 151.67 feet; thence North 89°39'45" West, a distance of 313.28 feet; thence South 05°21'59" West, a distance of 257.30 feet; thence North 88°07'00" West, a distance of 1824.77 feet; thence South 00°15'48" East, a distance of 1342.23 feet; thence South 89°48'24" West, a distance of 2264.58 feet; thence South 00°00'05" West, a distance of 1677.17 feet to a point on the South line of said Section 1; thence North 89°48'24" East, along said South line of Section 1, a distance of 617.96 feet; thence South 00°17'48" West, leaving said South line of Section 1, a distance of 5369.10 feet to a point on the South line of said Section 12; thence South 89°14'43" West, along said South line of Section 12 a distance of 1100.19 feet to the Southeast corner of said Section 11; thence South 88°00'36" West, along the South line of said Section 11, a distance of 5289.16 feet to the Southeast corner of said Section 10; thence North 88°35'55" West, along the South line of said Section 10, a distance of 2711.65 feet to the South 1/4 corner of said Section 10; thence North 01°16'01" East, leaving said South line of Section 10, a distance of 2868.63 feet; thence North 55°38'29" East, a distance of 813.61 feet; thence North 32°31'48" East, a distance of 1070.25 feet; thence South 72°17'21" East, a distance of 2065.42 feet; thence North 21°02'51" East, a distance of 405.77 feet; thence North 08°23'14" East, a distance of 26.47 feet; thence North 40°01'38" East, a distance of 1212.23 feet; thence North 90°00'00" East, a distance of 165.03 feet; thence North 37°31'10" East, a distance of 179.97 feet; thence North 44°14'18" East, a distance of 153.32 feet; thence North 06°13'24" East, crossing the South line of said Section 2, a distance of 474.86 feet; thence North 26°19'16" West, a distance of 1554.13 feet; thence North 78°25'26" East, a distance of 1535.88 feet; thence North 31°07'54" East, a distance of 682.02 feet; thence South 82°30'42" East, a distance of 339.94 feet; thence North 19°50'47" East, a distance of 822.67 feet; thence North 23°37'01" East, a distance of 69.24 feet; thence North 29°18'40" East, a distance of 929.37 feet; thence North 02°52'17" West, a distance of 34.64 feet; thence North 24°11'12" West, a distance of 242.50 feet; thence North



13°29'12" East, a distance of 1111.99 feet to a point on the North line of said Section 2; thence South 89°36'45" East, along said North line of Section 2, a distance of 997.53 feet to the Northwest corner of said Section 1; thence South 89°37'16" East, along the North line of said Section 1, a distance of 5289.86 feet to the Point of Beginning.

LESS the area lying within the Ordinary High-Water Line in Prairie Creek.

And

A tract of land lying in Sections 4, 5, 6, 7, 8, 9, 17, 18 and 19, Township 40 South, Range 25 East, Charlotte County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Section 4, run S 00°41'04" W, 5226.84 feet along the East line of said Section 4 to the Northeast corner of Section 9; thence run S 00°35'43" W, 5347.37 feet along the East line of said Section 9 to the Southeast corner of said Section 9; thence run S 89°45'43" W, 5358.62 feet along the South line of said Section 9 to the Northeast corner of Section 17; thence run S 00°54'05" E for 488.05 feet along the East line of said Section 17; thence run N 89°46'01" W parallel to the North line of said Section 17 for 5356.11 feet to the East line of Section 18; thence S 00°49'40" E along the East line of said Section 18 for 4896.17 feet to the Northeast corner of Section 19; thence along the East, South and West lines of said Section 19 for the following three courses: 1) S 00°29'31" W for 5384.02 feet; 2) N 88°57'46" W for 5300.70 feet; 3) N 00°12'06" E for 5335.21 feet to the Southwest corner of Section 18; thence run N 00°18'23" E, 5349.35 feet along the West line of said Section 18, to the Southwest corner of Section 7; thence run N 00°09'35" E, 5327.92 feet along the West line of said Section 7, to the Southwest corner of Section 6; thence run N 00°09'12" E, 5327.03 feet to the Northwest corner of said Section 6; thence along the North line of said Section 6 for the following 2 courses: 1) S 89°41'37" E, 2711.42 feet to the Northwest corner of the Northeast 1/4; 2) S 89°33'03" E for 2675.35 feet to the Northwest corner of Section 5; thence along the North line of said Section 5 for the following two courses: 1) S 89°36'39" E, 2659.90 feet to the Northwest corner of the Northeast 1/4; 2) S 89°35'39" E, 2659.32 feet to the Northwest corner of Section 4; thence along the North line of said Section 4 for the following two courses: 1) S 89°42'31" E, 2663.81 feet to the Northwest corner of the Northeast 1/4; 2) S 89°49'47" E, 2654.30 feet to the Northeast corner of said Section 4 and the Point of Beginning.

LESS

A Parcel of land lying in Section 4, Township 40 South, Range 25 East, Charlotte County, Florida, being more particularly described as follows:

Beginning at a 5/8" iron rod and cap bearing the markings "RLS 1956" and being the Northeast corner of said Section 4, run along the East line of the Northeast quarter and a portion of the Southeast quarter of said section S 00°41'04" W for 3,029.68 feet; thence leaving said line parallel to the South line of said Section N 89°55'47" W for 5,295.79 feet; thence run N 01°02'17" E for 1,675.17 feet; thence run S 89°33'28" E for 1,750.59 feet to the point of curvature of a 200.00 foot radius curve concave to the Northwest, having a central angle of 90°20'52", a chord bearing and distance of N 45°16'06" E and 283.70 feet; run along the arc of said curve for 315.37 feet; thence run N 00°05'40" E for 1,173.33 feet to a 4" x 4" concrete monument bearing the markings "LB 6758", said monument lying 66.00 feet easterly of the SW corner of the SE 1/4 of Section 33, Township 39 South, Range 25 East and being at an intersection with the North line of the Northwest quarter of said Section 4; thence along the North line of the Northwest quarter of said Section S 89°42'31" E for 693.34 feet to the North 1/4 corner and a 1/2" iron rod in the center of a 4" pipe; thence run along the North line of the Northeast quarter of said Section S 89°49'47" E for 2,654.30 feet to the Point of Beginning.

## EXHIBIT "B"

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

Project Name: Ryals Citrus and Cattle  
County: Charlotte

### DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 202\_, by RYALS CITRUS AND CATTLE, LLC, a Florida limited liability company, whose address is P.O. Box 127, Fort Ogden, Florida 34267, ("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.*

*A right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC).*

### 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: Ryals Citrus and Cattle, LLC, P.O. Box 127, Fort Ogden, Florida 34267

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.

**United States' Natural Resources Conservation Service, 4500 NW 27<sup>th</sup> Avenue, Building A, Gainesville, Florida 32606.**

## **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. This Deed of Rural Lands Protection Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Protected Property (the "Purpose of the ALE"). Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which appended to this easement deed.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 to 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.

J. 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.

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., the right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC), 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 prohibited on the Property:

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 is prohibited.

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.

## **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 one (1) building envelope, 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"). The Building Envelope will not exceed ten (10) contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope. 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 prior to development.

P. The right to engage in environmental, natural resource, habitat, 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 complimentary with the purposes and the terms of this Easement.

## **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. **Rural Lands Protection Easement Terms.** This Deed of Rural Lands Protection Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP). The EXHIBIT "E" is attached hereto and incorporated herein by reference and will run with the land in perpetuity. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT "A" (legal description or survey) is and will remain subject to the terms and conditions described in EXHIBIT "E" entitled "Minimum Deed Terms For Agricultural Land Easements" that is appended to and made a part of this easement deed.

**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.

Witnesses:

**GRANTOR:**  
RYALS CITRUS AND CATTLE  
LLC, a Florida limited liability  
company

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

\_\_\_\_\_  
Ann H. Ryals, Manager

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 Ann H. Ryals, as Manager on behalf of Ryals Citrus and Cattle, LLC, a Florida limited liability company, 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

My Commission Expires:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

**GRANTEE:**

Witnesses:

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

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

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

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

By: FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES

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

DIRECTOR, DIVISION OF  
ADMINISTRATION

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

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

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

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

My Commission Expires:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
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) [if applicable]
- E. Minimum Terms for Agricultural Land Easements

## EXHIBIT "A"

Lot 1, Block 10 Prairie Creek Park, according to the Plat thereof, as recorded in Plat Book 13, Pages 33-A through 33-S, inclusive, of the Public Records of Charlotte County, Florida.

And

A portion of Lot 2 more specifically described as follows: Beginning at the Southeast corner of said Lot 2, run North 88°54'16" West, along the South line, a distance of 60.00 feet; thence North 00°48'02" East, a distance of 1076.63 feet; thence North 88°54'16" West, a distance of 618.04 feet to the West line of said Lot 2; thence North 00°46'39" East, a distance of 232.73 feet to the Northwest corner of said Lot 2; thence South 88°52'31" East, a distance of 678.14 feet to the Northeast corner of said Lot 2; thence South 00°48'02" West, a distance of 1309.01 feet to the Point of Beginning.

Subject to an easement 30' in width along the South side of said lot.

And

All of Sections 1, 2, 3 and 12; East½ of Section 10; West½ of Section 11, Township 40 South, Range 24 East, Charlotte County, Florida.

Less and except:

A tract or parcel of land for conservation purposes lying in Section 1, 2, 10, 11 and 12, Township 40 South, Range 24 East, Charlotte County, Florida, which tract or parcel is more particularly described as follows:

Begin at the Northeast corner of said Section 1, same being the Point of Beginning; thence South 00°09'15" West, along the East line of said Section 1, a distance of 1971.99 feet; thence North 89°50'45" West, leaving said East line Section 1 a distance of 422.31 feet; thence South 00°17'48" East, a distance of 151.67 feet; thence North 89°39'45" West, a distance of 313.28 feet; thence South 05°21'59" West, a distance of 257.30 feet; thence North 88°07'00" West, a distance of 1824.77 feet; thence South 00°15'48" East, a distance of 1342.23 feet; thence South 89°48'24" West, a distance of 2264.58 feet; thence South 00°00'05" West, a distance of 1677.17 feet to a point on the South line of said Section 1; thence North 89°48'24" East, along said South line of Section 1, a distance of 617.96 feet; thence South 00°17'48" West, leaving said South line of Section 1, a distance of 5369.10 feet to a point on the South line of said Section 12; thence South 89°14'43" West, along said South line of Section 12 a distance of 1100.19 feet to the Southeast corner of said Section 11; thence South 88°00'36" West, along the South line of said Section 11, a distance of 5289.16 feet to the Southeast corner of said Section 10; thence North 88°35'55" West, along the South line of said Section 10, a distance of 2711.65 feet to the South 1/4 corner of said Section 10; thence North 01°16'01" East, leaving said South line of Section 10, a distance of 2868.63 feet; thence North 55°38'29" East, a distance of 813.61 feet; thence North 32°31'48" East, a distance of 1070.25 feet; thence South 72°17'21" East, a distance of 2065.42 feet; thence North 21°02'51" East, a distance of 405.77 feet; thence North 08°23'14" East, a distance of 26.47 feet; thence North 40°01'38" East, a distance of 1212.23 feet; thence North 90°00'00" East, a distance of 165.03 feet; thence North 37°31'10" East, a distance of 179.97 feet; thence North 44°14'18" East, a distance of 153.32 feet; thence North 06°13'24" East, crossing the South line of said Section 2, a distance of 474.86 feet; thence North 26°19'16" West, a distance of 1554.13 feet; thence North 78°25'26" East, a distance of 1535.88 feet; thence North 31°07'54" East, a distance of 682.02 feet; thence South 82°30'42" East, a distance of 339.94 feet; thence North 19°50'47" East, a distance of 822.67 feet; thence North 23°37'01" East, a distance of 69.24 feet; thence North 29°18'40" East, a distance of 929.37 feet; thence North 02°52'17" West, a distance of 34.64 feet; thence North 24°11'12" West, a distance of 242.50 feet; thence North



13°29'12" East, a distance of 1111.99 feet to a point on the North line of said Section 2; thence South 89°36'45" East, along said North line of Section 2, a distance of 997.53 feet to the Northwest corner of said Section 1; thence South 89°37'16" East, along the North line of said Section 1, a distance of 5289.86 feet to the Point of Beginning.

LESS the area lying within the Ordinary High-Water Line in Prairie Creek.

And

A tract of land lying in Sections 4, 5, 6, 7, 8, 9, 17, 18 and 19, Township 40 South, Range 25 East, Charlotte County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Section 4, run S 00°41'04" W, 5226.84 feet along the East line of said Section 4 to the Northeast corner of Section 9; thence run S 00°35'43" W, 5347.37 feet along the East line of said Section 9 to the Southeast corner of said Section 9; thence run S 89°45'43" W, 5358.62 feet along the South line of said Section 9 to the Northeast corner of Section thence run S 00°54'05" E for 488.05 feet along the East line of said Section 17; thence run N 89°46'01" W parallel to the North line of said Section 17 for 5356.11 feet to the East line of Section thence S 00°49'40" E along the East line of said Section 18 for 4896.17 feet to the Northeast corner of Section 19; thence along the East, South and West lines of said Section 19 for the following three courses: 1) S 00°29'31" W for 5384.02 feet; 2) N 88°57'46" W for 5300.70 feet; 3) N 00°12'06" E for 5335.21 feet to the Southwest corner of Section 18; thence run N 00°18'23" E, 5349.35 feet along the West line of said Section 18, to the Southwest corner of Section 7; thence run N 00°09'35" E, 5327.92 feet along the West line of said Section 7, to the Southwest corner of Section 6; thence run N 00°09'12" E, 5327.03 feet to the Northwest corner of said Section 6; thence along the North line of said Section 6 for the following 2 courses: 1) S 89°41'37" E, 2711.42 feet to the Northwest corner of the Northeast 1/4; 2) S 89°33'03" E for 2675.35 feet to the Northwest corner of Section 5; thence along the North line of said Section 5 for the following two courses: 1) S 89°36'39" E, 2659.90 feet to the Northwest corner of the Northeast 1/4 ; 2) S 89°35'39" E, 2659.32 feet to the Northwest corner of Section 4; thence along the North line of said Section 4 for the following two courses: 1) S 89°42'31" E, 2663.81 feet to the Northwest corner of the Northeast 1/4; 2) S 89°49'47" E, 2654.30 feet to the Northeast corner of said Section 4 and the Point of Beginning.

LESS

A Parcel of land lying in Section 4, Township 40 South, Range 25 East, Charlotte County, Florida, being more particularly described as follows:

Beginning at a 5/8" iron rod and cap bearing the markings "RLS 1956" and being the Northeast corner of said Section 4, run along the East line of the Northeast quarter and a portion of the Southeast quarter of said section S 00°41'04" W for 3,029.68 feet; thence leaving said line parallel to the South line of said Section N 89°55'47" W for 5,295.79 feet; thence run N 01°02'17" E for 1,675.17 feet; thence run S 89°33'28" E for 1,750.59 feet to the point of curvature of a 200.00 foot radius curve concave to the Northwest, having a central angle of 90°20'52", a chord bearing and distance of N 45°16'06" E and 283.70 feet; run along the arc of said curve for 315.37 feet; thence run N 00°05'40" E for 1,173.33 feet to a 4" x 4" concrete monument bearing the markings "LB 6758", said monument lying 66.00 feet easterly of the SW corner of the SE 1/4 of Section 33, Township 39 South, Range 25 East and being at an intersection with the North line of the Northwest quarter of said Section 4; thence along the North line of the Northwest quarter of said Section S 89°42'31" E for 693.34 feet to the North 1/4 corner and a 1/2" iron rod in the center of a 4" pipe; thence run along the North line of the Northeast quarter of said Section S 89°49'47" E foot 2,654.30 feet to the Point of Beginning.



EXHIBIT "B"

Prairie Creek Preserve

Significant Natural Areas  
Ryals Cattle & Citrus  
Charlotte County, FL

- Upland (257.4 ac)
- Wetland (233.4 ac)
- Boundary (3,722 ac)

764



0 0.42 0.85

1.7 Miles

Map created by: Charlotte County, Florida, Department of Planning and Economic Development, 2010. Data provided by: Charlotte County, Florida, Department of Planning and Economic Development, 2010. Data provided by: Charlotte County, Florida, Department of Planning and Economic Development, 2010.

## 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.	Has there been any timber harvesting on the property? If so, on how many acres? _____ Using what harvest type? _____  Was the harvesting in a Significant Natural Area (SNA)? If so, was the grantor contacted?  Was cypress harvested?
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? If so, what is the structure's Square Footage? _____</p> <p>Have any of the agricultural support buildings been enlarged? 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? If so, what is the structure's Square Footage? _____</p> <p>Have any of the existing residential structures been enlarged? 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? 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? 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.	Have any activities occurred that may reasonably be expected to adversely affect threatened or endangered species? If so, what activities?
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 of 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> <p>1.</p> <p>2.</p> <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



Prairie Creek  
Preserve

Upland (257.4 ac)  
Wetland (233.4 ac)  
Boundary (3,722 ac)



University, 1000 University Avenue, Durham, NC 27708, USA; e-mail: [carol@math.unc.edu](mailto:carol@math.unc.edu)

## **EXHIBIT "E"**

### **MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS**

The Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement ("ALE"), as described in this Agricultural Land Easement Deed ("ALE Deed"), on real property described in Exhibit A, hereafter referred to as "the Protected Property." As used herein, references to the "ALE Deed" include this Exhibit, except where explicitly stated otherwise.

**RYALS CITRUS AND CATTLE, LLC** (collectively "Grantor"), **THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** (collectively "Grantee"), and the **United States of America** (the "United States"), acting by and through the United States Department of Agriculture Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (jointly referred to as the "Parties") acknowledge that the ALE is acquired by the Grantee for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Protected Property (the "Purpose of the ALE").

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is appended to this easement deed.

In order to ensure compliance with the Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, the following rule of interpretation will govern any and all inconsistencies between this Exhibit and other provisions of the ALE Deed. Notwithstanding any other provision of the ALE Deed, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the terms and conditions identified in the following Sections I and II. If the terms and conditions in Sections I and II are inconsistent with terms and conditions in other portions of the ALE Deed, Sections I and II will control; provided, however, that if other portions of the ALE Deed have terms and conditions that are more restrictive to the rights of the Grantor and are consistent with the provision or intent of the terms and conditions in Section I, Paragraphs 1, 2, and 4, those more restrictive terms and conditions will control. If other portions of the ALE Deed are more restrictive to the rights of the Grantor than Section I, Paragraphs 3 and 5, and Section II, then Section I, Paragraphs 3 and 5, and Section II will control.

#### **SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS**

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be

considered one parcel for purposes of this ALE, and the restrictions and covenants of this ALE Deed will apply to the Protected Property as a whole.

The terms and conditions of the ALE Deed run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom must comply with all terms and conditions of this ALE Deed, including the following:

1. **Limitation on Impervious Surfaces.** Impervious surfaces will not exceed 0.01 percent of the Protected Property, excluding NRCS approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE Deed.

2. **Limitations on Nonagricultural Uses.** Any activities inconsistent with the Purpose of the ALE are prohibited. The following activities are inconsistent with the Purpose of the ALE and are specifically prohibited, subject to the qualifications stated below:

(A) *Subdivision* – Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited. Notwithstanding the foregoing, subdivision of the Protected Property is permissible when necessary to comply with State or local regulations that explicitly require subdivision to construct residences for employees working on the Protected Property. Grantor must provide written notice and evidence of such requirements to Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS), prior to division of the Protected Property in accordance with such State or local regulations.

(B) *Industrial or Commercial Uses* – Industrial or commercial activities on the Protected Property are prohibited except for the following:

(i) Agricultural production and related uses in accordance with the terms and conditions of this ALE Deed;

(ii) The sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the Purpose of the ALE and in accordance with the terms and conditions of this ALE Deed;

(iii) Temporary or seasonal outdoor activities or events that do not harm the Purpose of the ALE; and

(iv) Commercial enterprises related to agriculture or forestry including but not limited to agritourism; processing, packaging, and marketing of farm or forest products; farm machinery repair; farm wineries; and small-scale retail enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts.

(C) *Construction on the Protected Property* – Except as otherwise permitted in this **Section I, Paragraph 2(C)**, all structures and improvements must be located within the Building Envelope(s), containing approximately ten (10) total acres and described or shown in EXHIBIT D, which is appended to and made a part of the ALE deed.

The identified boundaries and locations of the approved Building Envelope(s) may be adjusted only with prior written approval from the Grantee and the Chief of NRCS. The adjusted Building Envelope(s) may not be larger than the approved Building Envelope(s) and must provide equal or greater protection of the Purpose of the ALE. Following receipt of written approval to adjust identified Building Envelope(s), the Grantor and Grantee shall amend this ALE Deed to add an exhibit that describes the subsequently approved boundaries and locations of the Building Envelope(s).

Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under **Section I, Paragraph 2(B)(ii)** and in this **Section I, Paragraph 3(C)** that neither individually nor collectively have an adverse impact on the Purpose of the ALE, may be located outside of the Building Envelopes with prior written approval of the Grantee.

New roads may be constructed if they are approved in advance by Grantee, within impervious surface limits, and are necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Fences may be maintained and replaced, and new fences installed if they are necessary for agricultural operations or other allowed uses on the Protected Property or to mark boundaries of the Protected Property. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the Purpose of the ALE.

- (D) *Granting of Easements for Utilities and Roads* – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the Purpose of the ALE as determined by the Grantee in consultation with the Chief of NRCS.
- (E) *Surface Alteration* – Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except for the following:
  - (i) Dam construction pursuant to a plan approved by the Grantee to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement, or creation;
  - (ii) Erosion and sediment control pursuant to a plan approved by the Grantee;
  - (iii) Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Purpose of the ALE; and
  - (iv) Agricultural activities and related conservation activities conducted in accordance with the terms and conditions of this ALE Deed and the agricultural land easement plan as described in Section I, paragraph 4.
- (F) *Surface and Subsurface Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE Deed or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited.

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this ALE Deed is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party



is conducted in accordance with this Paragraph (F). Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this ALE Deed and must incorporate by reference this ALE Deed.

3. **Preserving Agricultural Uses.** The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property and the Purpose of the ALE. No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the ALE's protection for the Purpose of the ALE. Allowed uses of the Protected Property include the specific uses allowed in Section I, Paragraph (2)(B)(i)–(v) and the following activities, subject to the qualifications stated below:

(A) *Agricultural Production* – The production, processing, and marketing of agricultural crops and livestock are allowed provided these activities are conducted in a manner consistent with the terms of the ALE deed and the agricultural land easement plan described in Section I, Paragraph 4.

(B) *Forest Management and Timber Harvest* – Forest management and timber harvesting are allowed, provided these activities are carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property.

(C) *On-Farm Energy Production* – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits and consistent with the Purpose of the ALE.

4. **Agricultural Land Easement Plan.** The Grantee shall prepare an agricultural land easement plan (the "ALE Plan") in consultation with the Grantor and as needed NRCS. The Grantee agrees to update the ALE Plan, in consultation with the Grantor and as needed, NRCS, in the event the agricultural uses or ownership of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.

The ALE Plan shall describe the farm or ranch management system, describe the natural resource concerns on the Protected Property, describe the conservation measures and practices that may be implemented to address the identified resource concerns, and promote the long-term viability of the land to meet the Purpose of the ALE.

## **SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS**

**1. United States Right of Enforcement.** Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE Deed are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the “Secretary”) or the Secretary’s assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE Deed, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this ALE Deed from the Grantor, including, but not limited to, attorney’s fees and expenses related to Grantor’s violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this ALE Deed from the Grantee, including, but not limited to, attorney’s fees and expenses related to Grantee’s violations or failure to enforce the ALE Deed against the Grantor, up to the amount of the United States’ contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE Deed. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE Deed and the United States ALE-Agreement with the Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the ALE Deed and will give notice to Grantee and Grantor at the earliest practicable time.

**2. General Disclaimer and Grantor Warranty.** The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee’s or Grantor’s negligent acts or omissions or Grantee’s or Grantor’s breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions,

costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this ALE Deed or violations of any Federal, State, or local laws, including all Environmental Laws (defined below).

**3. Environmental Warranty.** As used herein, "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

As used herein, "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee on the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

**4. Extinguishment, Termination, and Condemnation.** The interests and rights under this ALE Deed may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this ALE, any proposed extinguishment, termination, or condemnation action that may affect the United States' interest in the Protected Property must be reviewed and approved by the United States.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the ALE is fifty (50) percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee, fifty (50) percent of the Proportionate Share; and (b) to the United States fifty (50) percent of the

Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

5. **Amendment.** This ALE Deed may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of the ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE Deed, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

ADDENDUM  
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT  
(CORPORATION/PARTNERSHIP/LLC)

Before me, the undersigned authority, personally appeared Ann H. Ryals ("affiant"), this 27 day of January 2025, who, first being duly sworn, deposes and says:

1) That affiant is the Manager of RyalsCitrus and Cattle, LLC, a Florida limited liability company, as "Seller", whose address is P.O. Box 127, Fort Ogden, Florida 34267, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
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See Attached:

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, 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>
ADM Conservation and Cattle, LLC	PO Box 110612 Bradenton, FL 34211	Conservation Easement Consulting Services	TBD

REVISED 3/29/23

Ryals Citrus and Cattle LLC

<u>Name:</u>	<u>Address:</u>	<u>Interest:</u>
H. Daniel Ryals, II Irrevocable Trust	PO Box 127, Ft Ogden, FL 34267	13%
Rebecca M. McCune Irrevocable Trust	PO Box 127, Ft. Ogden, FL 34267	13%
Melinda A. Ryals Irrevocable Trust	PO Box 127, Ft. Ogden, FL 34267	13%
Ryals Partnership	PO Box 127, Ft. Ogden, FL 34267	51%

Ryals Partnership

<u>Name:</u>	<u>Address:</u>	<u>Interest:</u>
H. Daniel Ryals II	PO Box 127, Ft Ogden, FL 34267	16.333%
Rebecca M Ryals	PO Box 127, Ft Ogden, FL 34267	16.333%
Melinda A. Ryals	PO Box 127, Ft Ogden, FL 34267	16.333%
H. Daniel Ryals, II Irrevocable Trust	PO Box 127, Ft Ogden, FL 34267	16%
Rebecca M. McCune Irrevocable Trust	PO Box 127, Ft. Ogden, FL 34267	16%
Melinda A. Ryals Irrevocable Trust	PO Box 127, Ft. Ogden, FL 34267	16%




3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the 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>
None			

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

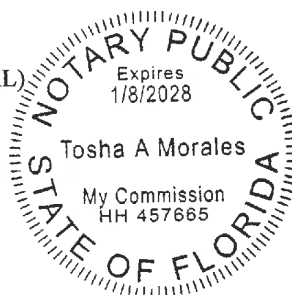
  
Ann H. Ryals


STATE OF FLORIDA       )  
                                      )  
COUNTY OF DeSoto    )

SWORN TO (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 27 day of January, 2025, by Ann H. Ryals. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.  
[x] produced a current driver license(s).  
[ ] produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)



  
Notary Public  
**Tosha Morales**  
(Printed, Typed or Stamped Name of  
Notary Public)  
Commission No.: HH 457665  
My Commission Expires: 1/8/2028

REVISED 3/29/23

**ADDENDUM**  
**(LIMITED LIABILITY COMPANY/FLORIDA)**

A. At the same time that Seller submits the closing documents required by paragraph 9 of this Agreement, Seller shall also submit the following to Buyer:

1. Copies of the articles of organization and operating agreement and all amendments thereto,
2. Certificate of Good Standing from the Secretary of State of the State of Florida,
3. All certificates, affidavits, resolutions or other documents as may be required by Buyer or the title insurer, which authorize the sale of the Property interest to Buyer in accordance with the terms of this Agreement and evidence the authority of one or more of the members of Seller to execute this Agreement and all other documents required by this Agreement, and
4. Copy of proposed opinion of counsel as required by paragraph B. below.


B. As a material inducement to Buyer entering into this Agreement and to consummate the transaction contemplated herein, Seller covenants, represents and warrants to Buyer as follows:

1. The execution of this Agreement and the performance by it of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite authority of Seller.
2. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and is duly qualified to own real property in the State of Florida.
3. This Agreement, when executed and delivered, will be valid and legally binding upon Seller and enforceable in accordance with its terms and neither the execution of this Agreement and the other instruments to be executed hereunder by Seller, nor the performance by it of the various terms and conditions hereto will violate the Articles of Organization or Operating Agreement of Seller, any provisions of applicable law or any applicable order or regulation of any court or governmental agency, nor will they constitute a breach or default by Seller under any agreement, indenture or other instrument to which Seller is a party or by which Seller is bound.

At the closing, Seller shall deliver to Buyer an opinion of counsel from an attorney licensed to practice law in the State of Florida and an active member in good standing with the Florida Bar, to the effect that the covenants, representations and warranties contained above in this paragraph B. are true and correct as of the closing date. In rendering the foregoing opinion, such counsel may rely as to factual matters upon such other documents and data as counsel may deem necessary or advisable to render the opinions set forth above.

SELLER

Ryals Citrus and Cattle, LLC,  
a Florida limited liability company

By:   
Ann H. Ryals, Manager

1/27/25  
Date Signed by Seller

BUYER

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

BY FLORIDA FOREST SERVICE OF THE  
FLORIDA DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES

By: \_\_\_\_\_  
Joey B. Hicks, as its Director of Administration

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

**APPRAISAL REVIEW**  
**RYALS CITRUS & CATTLE LLC**  
**CONSERVATION EASEMENT**  
**CHARLOTTE COUNTY, FLORIDA**  
**P.O. NO: S-4200-L3392**

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

To: Ms. Amy C. Phillips  
Land Acquisition Manager  
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, Florida Forest Service (FDACS/RFLPP) and the United States Department of Agriculture, Natural Resource Conservation Service (USDA/NRCS).

Intended Use of Review Compliance with USPAP, NRCS ACEP-ALE & SASBOT

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

Date: January 16, 2025

Project Information:

Richards Appraisal File Number	<u>1429</u>
Parcel Name	<u>Ryals Citrus &amp; Cattle CE</u>
Location	<u>Charlotte County, Florida</u>
Effective Date of Appraisals	<u>November 13, 2024</u>

**Summary of Review**

Pursuant to your request, I have reviewed two individual appraisal reports on the Ryals Citrus & Cattle Conservation Easement located in Charlotte County, Florida. One appraisal report was prepared by Mr. Joseph S. String, MAI of String Appraisal Services, Inc. The other report was prepared by Mr. Tod Marr, MAI, CCIM of Tod Marr and Associates, LLC. I have determined after review of the reports and some minor changes to each appraisal that they are acceptable as submitted.

The String report is dated January 16, 2025. The Marr report is dated January 15, 2025. Both appraisals have a valuation date of November 13, 2024. The surface value indications for the proposed conservation easement reflected by each appraiser were:

<b>(1) Joseph S. String, MAI</b>	<b>\$12,650,000</b>
<b>(2) Tod Marr, MAI, CCIM</b>	<b>\$13,215,000</b>

In the reviewer's opinion the appraisal reports were completed substantially in conformance with USPAP, were reasonably well documented, and reflected reasonable value indications for the subject property. Both firms submitting appraisals consider their report to be appraisal reports according to USPAP. Both 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 and the Agricultural Land Easement component of the Agricultural Conservation Easement Program (ACEP-ALE) of the USDA Natural Resource Conservation Service (NRCS).

The intended users of this appraisal assignment is the Florida Department of Agriculture and Consumer Services, Rural And Family Lands Protection Program (FDACS/RFLPP). The intended use is for FDACS/FFS 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.

Both Mr. String and Mr. Marr utilized the Sales Comparison technique to estimate the value the surface rights of the subject which is essentially vacant ranch land utilizing the “before and after” technique which is deemed by the reviewer to be the most appropriate method. The appraisers utilized meaningful data, appropriate adjustment procedures and therefore, the resultant conclusions are well supported.

**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. Two common **Extraordinary Assumptions** were 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. This is also a common and reasonable procedure for this property type. In addition, they both utilized an Extraordinary Assumption that the access routes are in place and are both legal and physical access to accommodate the Highest and Best Use of the subject property.

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

The valuation problem consists of estimating the impact on value of a proposed “Conservation Easement” which will encumber the subject property. The significance of the conservation easement is that it is proposed to assure that the property will be retained forever in its natural, scenic, wooded condition to provide a relatively natural habitat for fish, wildlife, plants or similar ecosystems and to preserve portions of the property as productive farmland and forest land that sustains for the long term both the economic and conservation values of the property and its environs, through management.

In order to value the subject property, the appraisers have applied the traditional appraisal methods and have arrived at a supportable opinion of the impact on Market Value of the proposed conservation easement.

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

The subject is currently titled as:

Ryals Citrus & Cattle, LLC  
PO Box 127  
Fort Ogden, Florida 34267

There was one intrafamily transaction on October 28, 2020 of 11.65 acres. There was also a deed of conservation easement on September 19, 2023 that was for land in the same sections as the subject but is not part of the appraisal assignment. There were no listings or pending sales of the property to my knowledge.

### **Property Description**

This appraisal assignment encompasses three non-contiguous tracts containing 3,722 acres of the contiguous 5,676.53-acre Ryals Ranch located east of US Highway 17 and north of Bermont Road (CR 74) on the south side of the Charlotte/DeSoto County line in unincorporated north central Charlotte County, Florida. Access to Ryals Ranch is either from 5751 Cypress Grove Circle in Prairie Creek Park subdivision and from SE Notts Dairy Road from State Road 31 in DeSoto County. The subject is approximately 6 miles east of State Road 17 and approximately 10 miles east of Interstate 75. The nearest city is Punta Gorda located approximately 12 miles southwest.

The appraisal problem encompasses estimating the impact on value of a proposed conservation easement on the subject property. According to mapping provided by the client, the subject contains approximately 3,365.86 acres of uplands (90%) and approximately 356.14 acres of wetlands (10%). Otherwise, the ranch contains a mosaic of improved pasture areas, mesic and scrubby flatwoods along with intermittent wetland sloughs, and native woods.

The surrounding area is typically comprised of larger cattle ranches and/or recreational tracts and large government land holdings. Residential development is rural and very limited in the immediate area and typically only in support of larger agricultural holdings with the exception of the ranchette subdivision bordering the subject to the west. Known as Prairie Creek Park, this older ranchette subdivision appears to be about 50% built-out. This project appears to be the farthest east development activity in Charlotte County to date.

Access to the subject varies between the three tracts. The east tract has access from SE Notts Dairy Road to State Road 31. The central tract has access from Cypress Grove Circle to Washington Loop Road. The west tract has access through Prairie Creek Park based upon a Purchase Agreement and from Live Oak Boulevard to U.S Highway 17.

The subject parcel has a reasonably level topography as is common in this area of Charlotte County Florida with elevations ranging from about 25 to 40 feet above sea level.

The title insurance policy was silent on any outstanding OGM rights. Therefore, the appraisers and the reviewer believe that these rights are intact on this parcel.

The subject property is found on three Charlotte County FEMA Flood Maps all dated December 15, 2022. According to these maps most of the subject property (approximately 95%), is located within Flood Zone X which is considered to be an area outside of the 100-year flood plain. The rest of the property (approximately 5%) lies in Flood Zone A which is an area determined to be within the 500-year flood.

The subject ranch is improved with typical ranching improvements such as fencing, cross-fencing, gates, ditches, culverts, drainageways, ranch roads, cattle pens and water holes.

While electrical and telephone services are readily available to the area a municipal source for potable water or sewage disposal is not. Wells and septic systems are typical in the region.

The subject has an AG; Agriculture, General zoning classification by Charlotte County. Furthermore, the subject has an Agriculture Future Land Use. This classification is generally associated with rural areas of the county and are typically committed to open space and agricultural activities. The permitted residential density is one dwelling unit per ten acres of land area in Charlotte County.

### **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.

### **Before**

Mr. String concluded that the Highest and Best Use for the subject would be for rural residential subdivision when offsite access routes are brought up to meet county road specifications.

Mr. Marr concluded that the Highest and Best Use for the subject would be for continued recreational, agriculture, ranching with potential for long term future residential development.



After

Mr. String concluded that the Highest and Best Use for the subject, as encumbered, would be essentially limited to continued agricultural and recreational uses with the right of one future residential entitlement not to exceed 15,000 square feet of impervious surface on a 10-acre envelope.

Mr. Marr concluded that the Highest and Best Use for the subject would be limited to continued agricultural and recreational subject to the terms of the conservation easement.

Both appraisers recognize the limited development potential of the property in the before scenario. The two most significantly impacting criteria of the proposed conservation easement are the loss of development rights and/or the rights to subdivide the property.

Overall, the highest and best use conclusions of both appraisers are reasonably similar. Each has made a convincing argument and has provided adequate market evidence to support these conclusions. Each of 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 sales 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 FDEP/FDACS/NRCS ACEP-ALE and are substantially in conformance with the Uniform Standards of Appraisal Practice (USPAP).

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 agricultural parcel. Considering that the subject of the appraisal is to estimate the impact on value of the proposed conservation easement it was necessary to apply the before and after methodology.

In the before scenario the appraisers contrasted the subject property to a set of unencumbered comparable sales within the subject market area. In estimating the value for the subject, the appraisers analyzed sales of agricultural properties offering similar locational attributes and highest and best use characteristics. Mr. String analyzed five comparable sales in his effort and Mr. Marr analyzed four comparable sales to contrast to the subject. The appraisers had two commonly utilized sales in this effort.

In the after scenario the appraisers contrasted the subject property to a set of comparable sales encumbered with conservation easements. Due to the limited number of sales meeting these criteria the sale search had to be expanded for this property type. In estimating the value for the subject as encumbered the appraiser's analyzed sales of

agricultural properties offering similar locational attributes and highest and best use characteristics similarly encumbered by conservation easements. Mr. String analyzed five comparable sales in his effort and Mr. Marr analyzed four comparable sales to contrast to the subject. 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. String and Mr. Marr utilized a qualitative adjustment process to contrast the sale properties to the subject. This method is widely accepted, well supported and reasonable.

### **Analysis of Appraisers' Sales**

#### **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	Sale 5
County	Charlotte	St. Lucie	Osceola	Charlotte/Lee	Glades	Hendry
Sale Date	N/A	7/21	5/22	5/23	9/21	3/22
Price/Ac	N/A	\$8,500	\$6,900	\$6,177	\$5,578	\$4,731
Size/Ac	3,722.00	3,229.24	2,287.71	2,752.01	2,240.76	3,393.44
Upland%	90%	95%	78%	66%*	96%	73%
Overall Rating	N/A	Significantly Superior	Slightly Superior	Similar	Slightly Inferior	Significantly Inferior

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

Mr. String analyzed the five tabulated sales above for the purpose of estimating the value of the subject before placing the conservation easement on the property. The sales are located in Charlotte/Lee, Glades, Hendry, St. Lucie, and Osceola Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from July 2021 to May 2023. 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 \$4,731 to \$8,500 per gross acre for surface rights only.

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, property rights, location, access, size, upland percentage, zoning/FLU, highest and best 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 a more refined range of from \$5,578 per gross acre reflected by slightly inferior rated sale 4 to \$6,900 per gross acre reflected by slightly superior rated sale 2. Mr. String concludes at \$6,400 per gross acre for surface rights only. This equates to a final indication of \$6,400 per acre times 3,722 acres; or \$23,820,800 which is rounded to \$23,800,000.

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5
County	Charlotte	Charlotte	Highlands	Hendry	Highlands	Polk
Sale Date	N/A	12/24	1/23	6/22	1/23	6/24
Price/Ac	N/A	\$1,869	\$1,161	\$2,622	\$2,712	\$3,997
Size/Ac	3,722	3,745	3,369.60	1,022	1,069.20	1,028.64
Upland%	90%	68%*	83%	71%	75%	77%*
Overall Rating	N/A	Inferior	Significantly Inferior	Inferior	Similar	Superior

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

Mr. String analyzed the five 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 Highlands, Hendry, Polk, and Charlotte Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from June 2022 to December 2024. The sales selected are all agricultural properties with similar highest and best use characteristics and 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 \$1,161 to \$3,997 per gross acre for surface rights only.

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, percent encumbered, location, access, size, upland percentage, improvements and impact of conservation easement. 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 a more refined range of from \$2,500 to \$3,500 per gross acre. He reconciles at a value indication of \$3,000 per gross acre of surface rights only recognizing “no more reason to believe it near lower end of the range than the higher end of the range”. Mr. String concludes at a value of \$3,000 per gross acre times 3,722 acres; or \$11,166,000 which is rounded to \$11,150,000.

Mr. String's value estimate for the 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 (Surface Rights)	\$23,800,000
Total Value After (Surface Rights)	<u>\$11,150,000</u>
Value of Easement (Surface Rights)	\$12,650,000

### Marr Appraisal

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Charlotte	Charlotte/Lee	Osceola	Okeechobee	DeSoto
Sale Date	N/A	5/23	5/22	5/21	3/21
Price/Ac	N/A	\$6,177	\$6,900	\$6,495	\$6,767
Size/Ac	3,722	2,752.01	2,287.71	2,204.23	4,064.00
Upland %	90%	66%*	78%	90%	68%
Overall Rating	N/A	Similar	Superior	Slightly Superior	Superior

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

Mr. Marr analyzed the four tabulated sales above for the purpose of estimating the value of the subject before placing the conservation easement on the property. The comparables are located in Okeechobee, DeSoto, Osceola, and Charlotte/Lee Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from March 2021 to May 2023. The comparables selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. Marr are considered to be good indicators of value for the subject. These sales reflect a range from \$6,177 to \$6,900 per gross acre.

Mr. Marr has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as financing, conditions of sale, market conditions, property rights (OGM), location, access/road frontage, percentage uplands, topography, size/shape, 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. Marr brackets the subject between the indications from similar rated Sale 1 at \$6,177 per gross acre and slightly superior rated Sale 3 at \$6,495 per gross acre. As such, a conclusion is reached at \$6,250 per gross acre of surface rights only. This equates to a final indication of 3,722 acres times \$6,250 per acre; or \$23,262,500 which is rounded to \$23,265,000.

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Charlotte	Charlotte	Polk	Polk	Highlands
Sale Date	N/A	12/24	11/24	6/24	1/23
Price/Ac	N/A	\$1,869	\$3,496	\$3,997	\$1,161
Size/Ac	3,722	3,745	1,113	1,208.64	3,369.90
Upland %	90%	67%*	80%	75%*	83%
Overall Rating	N/A	Inferior	Superior	Much Superior	Far Inferior

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

Mr. Marr 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 Highlands, Polk, and Charlotte Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from January 2023 to December 2024. 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. Marr are considered to be good indicators of value for the subject. These sales reflect a range from \$1,161 to \$3,997 per gross acre.

Mr. Marr has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as financing, conditions of sale, market conditions, location, percentage uplands, topography, access/road frontage, size/shape, improvements and impact of easement restrictions. 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. Marr reflects on a more refined range of value of from \$1,869 as indicated by inferior rated sale 1 to \$3,496 per gross acre as indicated by superior rated sale 2. He concludes at a final value of \$2,700 per gross acre of surface rights only. This equates to a final indication of 3,722.00 acres times \$2,700 per acre; or \$10,049,400 which is rounded to \$10,050,000.

Mr. Marr's value estimate for the 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 (Surface Rights)	\$23,265,000
Total Value After (Surface Rights)	<u>\$10,050,000</u>
Value of Easement ( Surface Rights)	\$13,215,000

## **Conclusions**

Overall, the reviewer found both reports to be well supported and reasonable leading the reader to similar conclusions. The reports reflected a reasonable range of conclusions to value offering a variance of only 4.47%. The appraisers both arrived at similar conclusions regarding the highest and best use of the subject. As such, both reports are considered acceptable and approvable as amended.

The **purpose of the appraisals** was to estimate the market value of the subject property before and after acquisition of the proposed conservation easement to be placed on the subject property to estimate its impact on value. 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) and the United States Department of Agriculture, Natural Resource Conservation Service (USDA/NRCS).

The reviewer has completed a **field 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 each of the appraisal reports prepared on the subject property. The reviewer inspected the subject of these appraisals and is familiar with all of the data contained within the reports. 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 Agricultural Land Easement component of the Agricultural Conservation Easement Program (ACEP-ALE) of the United States Department of Agriculture's Natural Resource Conservation Service (NRCS).

## **Acceptance of Appraisals**

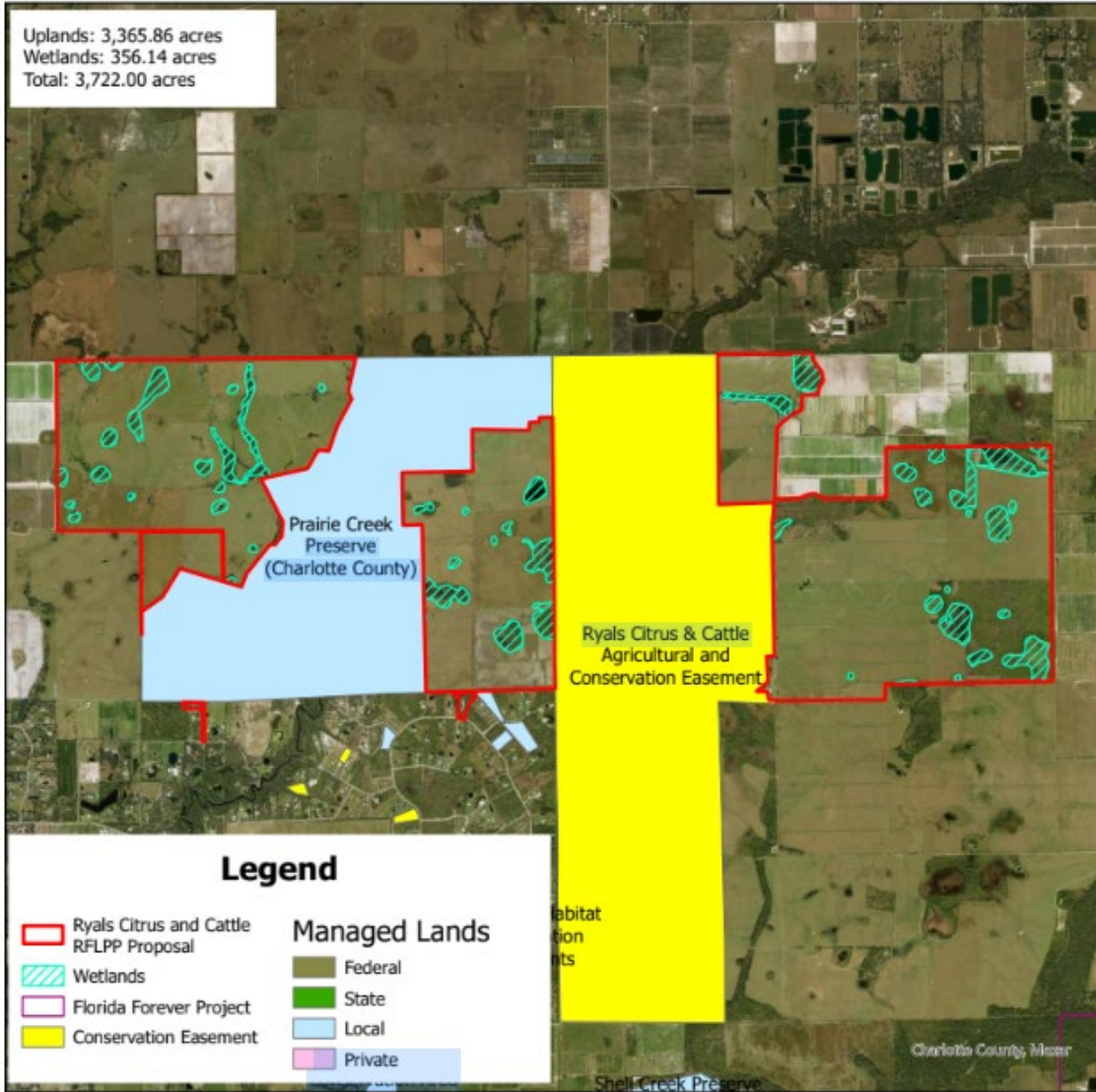
The appraisal reports referenced herein are considered acceptable and approvable by the signed reviewer subject to the attached certification.



# Aerial Map



## Rural and Family Lands Protection Program Ryals Citrus and Cattle Charlotte County, Florida



0 0.38 0.75 1.5 2.25 3 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.

Documentation of Competence

 <b>Appraisal Institute®</b> <small>Professionals Providing Real Estate Solutions</small>	<small>Property Economics Professionals</small>  <b>ASPMRA</b>	 <b>American Society of Appraisers</b> <small>The International Society of Professional Valuers</small>
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## Certificate of Completion

**Thomas G. Richards, MAI**  
*has successfully completed the*

***Valuation of Conservation Easements Certificate Program***  
*on January 18, 2008<sup>§</sup>*

 _____ Terry R. Dunkin, MAI, SRA, 2007 President, Appraisal Institute	 _____ Ray L. Brownfield, AFM, ARA, President, ASPMRA	 _____ John D. Willey, FASA, President, ASA
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THE CERTIFICATE OF COMPLETION DOES NOT PROVIDE CERTIFICATION OF ANY KIND,  
NOR DOES IT ATTEST TO THE COMPETENCY OF THE PARTICIPANTS.

  
**Land Trust Alliance**  
Together, conserving the places you love  
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. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of this review report.
5. My analyses, opinion, and conclusions are developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
6. 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 Appraisal 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.
7. The appraisals reviewed are in substantial compliance with USPAP and SASBOT as well as Rule 18-1.006, Florida Administrative Code (FAC).
8. I did personally inspect the subject property.
9. No one provided significant professional assistance to the person signing this review report.
10. As of the date of this report, Thomas G. Richards, MAI has completed the requirements of the continuing education program for members of the Appraisal Institute.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. I have not appraised or performed any other services for any other party in regard to this property.



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

January 16, 2025  
Date