	202	4 KFLP	P Ranked Pro	jects			
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,	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	24
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	34
RFLPP-00064-2023	Agri-Gators	Martin	Agri-Gators Inc.	1,920.00	Corn, Potatoes	Yes	76
RFLPP-00296-2023	Albritton's Hart Pasture	Highlands	Hart Pasture LLC (Dale Albritton)	3,219.00	Cow/Calf	Yes	209
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	6,000.00	Silviculture	Yes	
RFLPP-00201-2023	Asphalt Watermelon Farms	Gilchrist	Company Asphalt Watermelon Farms	360.00	Watermelons, Hay	No	1
RFLPP-00129-2023	(Colson & R. I B Bar J Ranch	Polk	Elliott Investments LLC	646.00	Cow/Calf, Hay	Yes	64 177
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	120

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2024 RFLPP Ranked Projects

Case Number	Property Name	County	Owner Name	Estimated Total Land Area	Operation	Wildlife Corridor	Adjusted Ranking
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	117
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	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

2024 RFLPP Ranked Projects Estimated Wildlife Corridor Total Land Adjusted Case Number **Property Name** County Owner Name Operation Area Ranking RFLPP-00081-2023 CoHabitat Putnam Bjorn Halden Parramoure 82.00 Improved No **Pasture** 90 RFLPP-00144-2023 Jerry H Davis Silviculture **Coldwater Tract** Santa Rosa 160.00 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 Smoak Family Holdings, LLC & Cow/Calf, Sod, D&D Ranch Lake 1,308.00 Yes Daniel and Dell Ellis 16 RFLPP-00126-2023 D.T. Davis Ranch Hardee Michael and Elizabeth 585.00 Cow/Calf, Sod Yes 178 Silviculture, RFLPP-00207-2023 720.00 Dale Wright Farm Marion Wright Dale S Rev LVG Trust Yes Cow/Calf, 55 RFLPP-00195-2023 Dark Hammock Legacy Highlands Dark Hammock Legacy Ranch, 2.038.00 Cow/Calf, Sod, Yes **Row Crops** 51 RFLPP-00056-2023 David C. Hunt and David C. Hunt and Elizabeth C. Polk 76.00 Cow/Calf No Elizabeth C. Hunt Hunt 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, Yes Cow/Calf 173 RFLPP-00175-2023 Deer Park Ranch North 3,144.00 Cow/Calf, **Brevard** Deer Park Ranch Ltd. Yes 33 RFLPP-00177-2023 1,640.00 Deer Park Ranch South **Brevard** Deer Park Ranch Ltd. Cow/Calf, Yes Silviculture 61 RFLPP-00115-2023 **Devils Garden** Hendry Devil's Garden Ranch LLC: 231.00 Cow/Calf Yes 193 RFI PP-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. Yes Silviculture 12 RFLPP-00218-2023 Chapman Ranch Properties Double C Bar Ranch Osceola 4,128.00 Cow/Calf Yes 49 RFLPP-00219-2023 3,440.00 Cow/Calf, Sod, Double C Ranch Flagler Charles H Cowart, Jr. Yes

Georgina Drew, Personal

Representative of Isabella

Marsella and Drew Legacy

Dry Creek Plantation, LLC

Scott and Elaine Taylor / SEDA

Properties LLC

Charles Larkin III. Marian

Larkin

et al

RFLPP-00035-2023

RFLPP-00249-2023

RFLPP-00137-2023

RFLPP-00220-2023

Drew Sandhill Ranch

Dry Creek Plantation

Encore Farms

Espedeco

Suwannee

Jackson

Lake

Citrus

Silviculture

Silviculture

Cow/Calf, Hay

Silviculture.

Hay

Cow/Calf,

Row/Irrigation

632.00

450.00

371.00

806.00

14

11

213

165

88

Yes

No

Yes

Yes

2024 RFLPP Ranked Projects

				F (1) 1	1	1401 1116	
Case Number	Property Name	County	Owner Name	Estimated Total Land	Operation	Wildlife Corridor	Adjusted
case ivanisei	rioperty Nume	county	Owner Hume	Area	Operation		Ranking
RFLPP-00171-2023	Etoniah Creek Tract	Putnam	Ernest Cremer and Sandra	387.00	Cow/Calf,	Yes	52
RFLPP-00026-2023	Fair Bluff Ranch	Martin	Fair Bluff, LTD	639.00	Cow/Calf,	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	09
							84
RFLPP-00221-2023	Florida Commission Company Ranch	Highlands	Joseph B. Cherry & Suzanne Rucks	2,309.00	Cow/Calf	Yes	
	Nation		NUCKS				30
	Florida Research Center for		Florida Research Center for				
RFLPP-00072-2023	Agricultural Sustainability, Inc.	Indian River	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	De Soto	French Golden Gate, LLC	4,000.00	Cow/Calf, Row	Yes	216
	2		ŕ	,	Crops, Hay		6
RFLPP-00089-2023	Fussell's Frozen Food	De Soto	Fussell's Frozen Food Inc	163.00	Cow/Calf	Yes	
RFLPP-00222-2023	FX Bar Ranch	Polk	W. R. Fewox, Jr., Joyce M.	1,246.00	Cow/Calf,	Yes	132
			Fewox & FX Bar Ranch, Inc.	_,	Exotic Animals		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	
RFLPP-00149-2023	Gissy Warm Springs Ranch	Marion	Gissy Warms Springs Ranch	1,308.00	Hay/Grazing	Yes	211
RFLPP-00253-2023	Grover Rivers Farm	Jackson	Jean McMillan Rivers and	40.00	Silviculture	No	139
			Eugene Grover Rivers, Jr.				231
RFLPP-00223-2023	Hall's Tiger Bay Ranch	De Soto	M. Lewis Hall III, M. Lewis	5,928.00	Cow/Calf, Hydroponics	Yes	
			Hall, Jr.		Hydroponics		22
RFLPP-00124-2023	Hammer Residence	Volusia	Brian Hammer	120.00	Cow/Calf,	Yes	
					Silviculture,		
							150
RFLPP-00105-2023	Hamrick	Madison	William H. and Billie T. Hamrick	212.00	Row/Irrigation, Silviculture	No	1.00
			Hanfiller		Silviculture		169

	202	4 RFLP	P Ranked Proj	ects			
Case Number	Property Name	County	Owner Name	Estimated Total Land Area	Operation	Wildlife Corridor	Adjusted Ranking
RFLPP-00107-2023	Hard Labor Creek	Washington	Ted S. Everett	2,424.00	Silviculture	Yes	Tuming
							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	551.00	Silviculture	No	190
RFLPP-00087-2023	Harrison Cattle LLC	Sarasota	Harrison Cattle LLC, J Kenneth	1,100.00	Cow/Calf, Sod	Yes	80
RFLPP-00254-2023	Hidden T Ranch	Manatee	Jeffrey Thompson	226.00	Silviculture	Yes	
RFLPP-00267-2023	Hogan-Tillman Family Heritage	Alachua	R. J, Hogan, Joan M, Hogan,	159.00	Cow/Calf	Yes	230 192
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	
RFLPP-00044-2023	Ireland Timber	Suwannee	George Ireland	116.00	Silviculture, Hay	No	206 125
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	Marion	James A. Bailey Revocable	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	223
							134
RFLPP-00187-2023	Johnson Farm	Madison	JM Timberlands, LLC John W. Cruce	153.00	Citrus, Silviculture	No	
RFLPP-00244-2023	Jordan Ranch	Columbia	Robert F Jordan	280.00	Silviculture, Grazing	No	158
DEL DD 00020 2022	Joseph (L) Noil Veens	la eke e r	Joseph / I \ Noil Years	201.00	Cotton,	No	221
RFLPP-00039-2023 RFLPP-00268-2023	Joseph (J.) Neil Keene Junior Louis Ranch	Jackson St. Lucie	Joseph (J.) Neil Keene Timothy L. Stieren	201.00 422.00	Cow/Calf	No Yes	74 162
RFLPP-00269-2023	Kanapaha Ranch	Alachua	Kanapaha Timber, Land &	3,996.00	Cow/Calf	No	197

2024 RFLPP Ranked Projects

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Cana Namahan	Duna mantus Nama	Carret	Ourney Name	Estimated	Owanatian	Wildlife Corridor	A 1:4. 1
Case Number	Property Name	County	Owner Name	Total Land Area	Operation	Corridor	Adjusted Ranking
RFLPP-00030-2023	Keene Farm Trust	Jackson	William Neil Keene Jr	464.00	Silviculture,	No	Kanking
					Peanuts		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	200.00	Blueberries	No	
			successor by merger to the				87
			Edwin Whaley, Kip E. Whaley		Cow/Calf,		
RFLPP-00178-2023	Kip Whaley Ranch	Madison	and Shannon M. Whaley	2,330.00	Silviculture	Yes	
	, ,		Whitston as Co-Trustees of the Cecile Whaley Jr Trust	ŕ			22
RFLPP-00071-2023	Kneeknowhow-Walters Project	Sarasota	Adam and Rose Bright, dba	43.00	Cow/Calf, Fruit	Yes	32 129
RFLPP-00270-2023	KPB Cattle Company	Osceola	KPB Cattle LLC	882.00	Cow/Calf	Yes	129
M EI 1 00270 2025	Ki b cattle company	Osceola	N B cuttle LLC	002.00	cow/ cum	103	
							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,	983.00	Cow/Calf,	No	115
RFLPP-00123-2023	Les Que Two Ranch	Alachua	Les Que Two Inc.	518.00	Silviculture Cow/Calf	Yes	110
							92
RFLPP-00120-2023	Little Pine Ranch	Levy	Little Pine Ranch LLC	930.00	Silviculture	Yes	
							102
RFLPP-00273-2023	Long Ways Nature Ranch	Dixie	Long Ways Nature Ranch Trust	1,279.00	Silviculture	No	
	Trust						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	134
			, and the second				116
RFLPP-00142-2023	Luke Cattle Company	Okaloosa	Joshua and Kristin Luke	460.00	Cow/Calf	Yes	
DEL DD 00476 2022			5.1	545.00	Cil : I	.,	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	Santa Rosa	J E Golden Limited Family	664.00	Row/Irrigation,	No	
	Tract		Partnership		Silviculture		133
RFLPP-00012-2023	MAS Pines	Madison	MAS Pines LLC	615.00	Silviculture	Yes	
DELDD OOGE 2022	Mostina Hauss Comme	Doob a con	Mostinghaves Converte	000.00	Citario Cilvia II	Var	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	110
RFLPP-00227-2023	Middle Creek Cattle			2,130.00	Cow/Calf		37
KFLPP-00119-2023	Middle Creek Cattle	Walton	Middle Creek Cattle Company	247.00	Cow/Cair	No	
							141
RFLPP-00180-2023	Moon Lake Ranch	Citrus	Scott Adams	857.00	Cow/Calf,	Yes	
DEL DD 00122 225			D. L	100.55	0 /0 /5 0	.,	113
RFLPP-00132-2023	Mossy Island Ranch	Manatee	Robert and Lori Manning	438.00	Cow/Calf, Sod,	Yes	162
					Hay		163

	202	24 RFLP	P Ranked Proj	ects			
Case Number	Property Name	County	Owner Name	Estimated Total Land Area	Operation	Wildlife Corridor	Adjusted Ranking
RFLPP-00046-2023	Ocala Manufacturing LP	Marion	Ocala Manufacturing LP	1,145.00	Silviculture	No	
RFLPP-00274-2023	Ogden Property	Columbia	Rufus C. Ogden, Jr.	381.00	Cow/Calf, Hay	No	122 207
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. Hav	Yes	135
RFLPP-00285-2023	Pender Family Farm	Jackson	Adris Pencer and Laurence	1,600.00	Cotton,	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	1,347.00	Cow/Calf,	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,	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	Нау	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

	202	4 RFLP	P Ranked Proj	ects			
Case Number	Property Name	County	Owner Name	Estimated Total Land Area	Operation	Wildlife Corridor	Adjusted Ranking
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	Нау	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,	Massey Partners Ltd.,	1,560.00	Cow/Calf,	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

E. Chester Stokes, Jr. and

Entireties

Lynda F. Stokes as Tenants by

Columbia

RFLPP-00290-2023

Stokes Farm

No

227

Silviculture,

Grazing

1,745.00

2024 RFLPP Ranked Projects

					1		
Case Number	Property Name	County	Owner Name	Estimated Total Land Area	Operation	Wildlife Corridor	Adjusted Ranking
			Sweetwater Preserve LLC, ATP	Aica	Cow/Calf,		Kalikilig
RFLPP-00096-2023	Sweetwater Preserve	Hardee	Groves LLC, Camp Sweetwater LLC	1,887.00	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	
RFLPP-00191-2023	Thayendanegea Timber (Thigh-in-den-A-Ga)	Baker	Thayendanegea 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.	372.00	Silviculture	Yes	13
RFLPP-00291-2023	TREE-O GROVES, INC.	Polk	TREE-O GROVES, INC.	161.00	Citrus,	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	418.00	Silviculture,	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	224
							17

		I	T	D .1 . 1		1401 1116	
Case Number	Property Name	County	Owner Name	Estimated Total Land	Operation	Wildlife Corridor	Adjusted
				Area	2 /2 /5		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,	8,807.00	Silviculture	Yes	57
RFLPP-00241-2023	Welannee Plantation	Okaloosa	The H.T.L. Family Limited	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		•	

232 Projects 47 counties 300,773.00

Legend	
North Region	
Central Region	
South Region	Ī



Florida Department of Agriculture and Consumer Services

2023 Project Evaluation Report

Williams Property

Case No 00110-2023

Levy County

This is a 3,751-acre pine plantation and cattle ranch northwest of Otter Creek. It is primarily well-managed pine plantation with several large blocks of center-pivot cropland and a few large cattle pastures. A large basin swamp with mature wetlands hardwoods and cypress flows within and along the eastern boundary and into Otter Creek. A large section of upland pine plantation in the center of the site contains species and structure that is more characteristic of rare sandhill vegetative community than pine plantation. Surrounding lands are similar croplands, plantation, and wetlands. The property abuts US highway 19 on the northeast. Eastern indigo snake (*Drymarchon couperi*) was documented on site, and suitable habitat for it still exists on the property.



Rural & Family Lands Protection Program

"Protecting Florida's Agricultural Lands into the Future"

RFLPP-00110-2023

7/26/2023 3:17:18 PM

Property Information

Case Number

Property Name

Section

County

RFLPP-00110-2023

Williams Property

4,5,6,8,9,16,17,31,32,33 Levy

Address

Street Address of Property City

State

Zip

2831 NW 50th Ave

Chiefland

32626

Owner(s) Record of Property

Owner Name

Registered Agent

Williams Heritage LLLP;

Williams Family

Julie Morris

Investments LLC; Williams, Thomas W Jr; Williams,

Thomas W J

Owner/Agent Address

Phone

Email

35200 Clay Gully Road, Myakka City 34251 Florida

Estimated Total Land Area

Total Area	Uplands	Wetlands	Timber	
	3751	3133	618	1914
Ranch	Other Agricultura	l Natural Area		
	192	732	841	

Additional Property Information

Agricultural Activities

The Williams Project is a family-run agricultural operation. They farm corn, peanuts, watermelon, cabbage, green beans, rye and oats. They also run a cattle and silvicultural operation.

Please note: this project is under several ownerships; we are submitting this as one single project. Each entity is under the same family ownership.

Outparcels

There is approximately 1,149 acres not included in this application. See map.

Encumbrances

Best Management

Vegetables and agronomic crops. Enrolled 8/7/2018. Silvicultural BMP's.

BMP Agreement: Yes

Species Habitat

The Williams Property is an opportunity for conserving 3,751 acres of land found in Levy County. This property is found in an area known for its ecological value; considered a Priority 5 by Florida Ecological Greenways Network (FEGN). Priorities 1-3 in the FEGN are considered part of the Florida Wildlife Corridor, and though this property is not considered part of it, its conservation will bolster connectivity between protected lands east and west. The entirety of the property is part of the Strategic Habitat Conservation Areas, with most of its acreage being Priority 2-3); defined as areas with suitable habitat for rare or vulnerable species found in the region. Some wildlife species found in the region require large tracts of contiguous land for their survival and to fulfill their food and reproductive needs. The conservation of this property provides safe traversing for wildlife crossing Route 98 and connectivity among conservation lands in Levy County.

The existing land cover on this property is composed primarily of coniferous plantation (1,914 acres) and interspersed stands of mixed-hardwoods coniferous. The coniferous plantations are composed of an even-aged slash pine (Pinus elliotti) canopy that is harvested for timber. Both communities can contain live oak (Quercus virginica), laurel oak (Q. laurifolia), water oak (Q. nigra) and sweetbay (Magnolia virginiana). The shrubby understory is composed of a variety of shrubs and grasses including gallberry (Ilex glabra), fetterbush lyonia (Lyonia lucida), saw palmetto (Serenoa repens), bluestem (Andropogon sp.), maidencane (Panicum sp.), blackberry (Rubus sp.), vines and ferns. These two natural communities can provide habitat for a variety of species including the eastern indigo snake (Drymarchon couperi), wild turkey (Meleagris gallopavo), white-tailed deer (Colinus virginianus), southern fox squirrel (Sciurus niger), and Florida black bear (Ursus americanus floridanus).

Approximately 209 acres of the Williams Property is improved pasture, where bahiagrass (Paspalum notatum) is the dominant vegetation, and approximately 650 acres is irrigated row crops. Although it is not a native community, improved pastures can provide habitat for several imperiled species that favor open areas including the wood stork (Mycteria americana), northern crested caracara (Caracara cheriway), Florida burrowing owl (Athene cunicularia floridana), and Florida sandhill crane (Antigone canadensis pratensis). Both pastures and row-crops provide wildlife with a corridor to safely traverse from one place to another. The conservation of non-natural communities whose ecological values have not been fully lost are important for the creation of a statewide wildlife corridor. These communities are part of an ecologically functional network of protected lands that provide resources for wildlife, such as food and safe dispersal, and people in the form of ecological services.

There are about 110 acres of cypress found on the Williams Property. This vegetative community is best characterized for being seasonally inundated with shallow water and having long hydroperiods, therefore, only hydrophytic species can become established. This community is dominated by cypress trees (Taxodium spp.) but can include a subcanopy of red maple, laurel oak, cabbage palm, sweetbay, willow (Salix sp.) and common buttonbush (Cephalanthus occidentalis). The ground cover is usually composed of ferns and sawgrass (Cladium jamaicense). This community provides habitat for the American alligator (Alligator mississipenssis), eastern indigo snake, and state listed wading birds.

Species that have potential to inhabit the Williams Property are those that utilize pine flatwoods, pastures, and bottomlands. The eastern tiger salamander (Ambystoma tigrinum) has been documented on the property. Species likely to occur on this property include the wide-ranging eastern indigo snake and the wood stork. Additionally, the one-toed amphiuma (Amphiuma pholeter), Rafinesque's big-eared bat (Corynorhinus rafinesquii), swallow-tailed kite (Elanoides forficatus), gopher frog (Lithobates capito), southeastern myotis (Myotis austroriparius), round-tailed muskrat (Neofiber alleni), gulf salt marsh mink (Neovison vison halilimnetes), striped newt (Notophthalmus perstriatus), Bachman's sparrow (Peucaea aestivalis), Florida mouse (Podomys floridanus), Southeastern fox squirrel, and Florida black bear have potential to occur in the property based on present and nearby habitat. Plant species with potential to occur on the property include the endangered pinkroot (Spigelia loganioides), Godfrey's swampprivet (Forestiera godfreyi), Florida hasteola (Hasteola robertiorum), yellow fringeless orchid (Platanthera integra), small-flowered meadowbeauty (Rhexia parviflora), Florida's spiny pod (Matelea floridana), pondspice (Litsea aestivalis); the threatened many-flowered grass-pink (Calopogon multiflorus), corckwood (Leitneria floridana), variable-leaved Indian-plantain (Arnoglossum diversifolium), and Chapman's sedge (Charex chapmannii).

Water Resource Values and Benefits

The Williams property is located within the Middle Waccasassa River Drainage Basin in northwest Florida. This Basin extends from southern Georgia and empties into two Outstanding Florida Waterways and the Gulf of Mexico. The property contains 618 acres of wetlands per the National Wetlands Inventory, many of which are Significant Surface Waters Priorities 1 and 3, defined as high quality surface water. These systems are important for holding water and filtering nutrients out, improving water quality, security, and flood control. Protecting this property will regulate, protect, and enhance the water influx into the Gulf of Mexico including the extensive and pristine Big Bend Seagrasses Aquatic Preserve that is dependent on the maintenance of a healthy regional watershed including the Waccasassa River.

Its proximity to the coast and the surrounding development makes the Williams Property a valuable area for buffering large-scale flooding during heavy rainfall events. The property is also part of a broad opportunity to facilitate the retreat of coastal species as sea level rise progresses. The wetland and upland forests of much of the Big Bend coast including Williams Property have been identified as a primary opportunity to protect a corridor for the current coastline to areas beyond a 3-meter sea level rise. 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

The Williams Property is located in a rural region of Florida that holds high ecological value. This area has become threatened by agricultural intensification and urban sprawl. The primary threat to this property is expansion of suburban residential development from rapidly growing towns around. Currently, the property still holds ecological communities that are virtually unaltered by the silvicultural practices and hold important habitat for imperiled species to continue thriving in the region.

Natural Resources

The Williams Property is located in a rural region of Florida that holds high ecological value. This area has become threatened by agricultural intensification and urban sprawl. The primary threat to this property is expansion of suburban residential development from rapidly growing towns around. Currently, the property still holds ecological communities that are virtually unaltered by the silvicultural practices and hold important habitat for imperiled species to continue thriving in the region. Any encroaching development would negatively impact critical wetlands onsite and water quality in the region.

Interest Statement

The owners desire to preserve a family agricultural operation and conserve natural resources in a region threatened by increasing development.

Property Rights to be Acquired

The owners 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 Williams 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.

Please note: this project is under several ownerships; we are submitting this as one single project. The same family owns each entity.

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 Williams Property
Case Number RFLPP- 00110-2023
Landowner Name and Phone number Williams Heritage, Williams Family Investments, Thomas & Anne Williams
Physical Address of the Project 2831 NW 50th Ave., Chiefland
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; 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
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
9	Severity of current problems with pests or pathogens? (Use scale)	1=None 3=Moderate 5=Severe

, ^ *	Julius 1944	
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%)
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
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:
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:
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:FDACS / OAWP_			
Technical Team Point of Contact: Date:	Tammy Hinkle 10/18/2023		
Project / Property: <u>Williams Prop</u>	perty - 00110-2023		
Acres:3751	Cou	nty: <u>Levy</u>	
Please score this project using a numerical measures, where 1 is lowest threat/use/be Program Goals and Objectives. For Progra "N/A" to denote it is not applicable.	enefit and 10 is the hig	hest threat/use/ber	nefit to achieving the RFLPP
1. Assessment of the viability of agri-	cultural activities ar	nd operations of p	property:
	Not Applicable	Benefit Score	10
2. Assessment of overall condition o	f crops, livestock, o Not Applicable		
3. Assessment of the overall natural	resources of proper	rtv:	
	Not Applicable	•	10
4. Assessment of wildlife habitat att	ributes of property: Not Applicable		10
	Not Applicable	Bellelit Score	10
5. Assessment of water bodies, aquit	fer recharge areas, s Not Applicable		
6. Assessment of overall hydrologic t			10
, , , , , , , , , , , , , , , , , , , ,	Not Applicable		10
7. Assessment of the connectivity of	this Project to othe	r agricultural land	ds:
•	Not Applicable		

0.7	ecological greenways, wildlife corridors, functioning ecosystems, or military installations: Not Applicable Benefit Score10
9. /	Assessment of threat to conversion of this property to non-agricultural uses or potential for development negatively impacting agriculture:
	Not Applicable Threat Score 5
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 Use Score _10
12.	Assessment of control of invasive, non-native plant or animal species on property: Not Applicable Benefit Score5
13.	Assessment of prescribed fire regime on property: Not Applicable Use Score5
14.	Assessment of range management regime on property: Not Applicable Use Score <u>5</u>
15.	Assessment of fertilizer management regime on property: Not Applicable Use Score10
16.	. Known existence of state or federally listed plant or animal species on property: Not Applicable Benefit Score10
17.	Assessment of overall condition of agricultural infrastructure (fencing, pens, farm buildings, etc.) on property:
	Not Applicable Benefit Score <u>10</u>
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;
	■ Is classified as agricultural pursuant to Section 193.461, FS; or ■ Is part of an Agricultural Cooperative □ Yes □ No □ Yes □ No

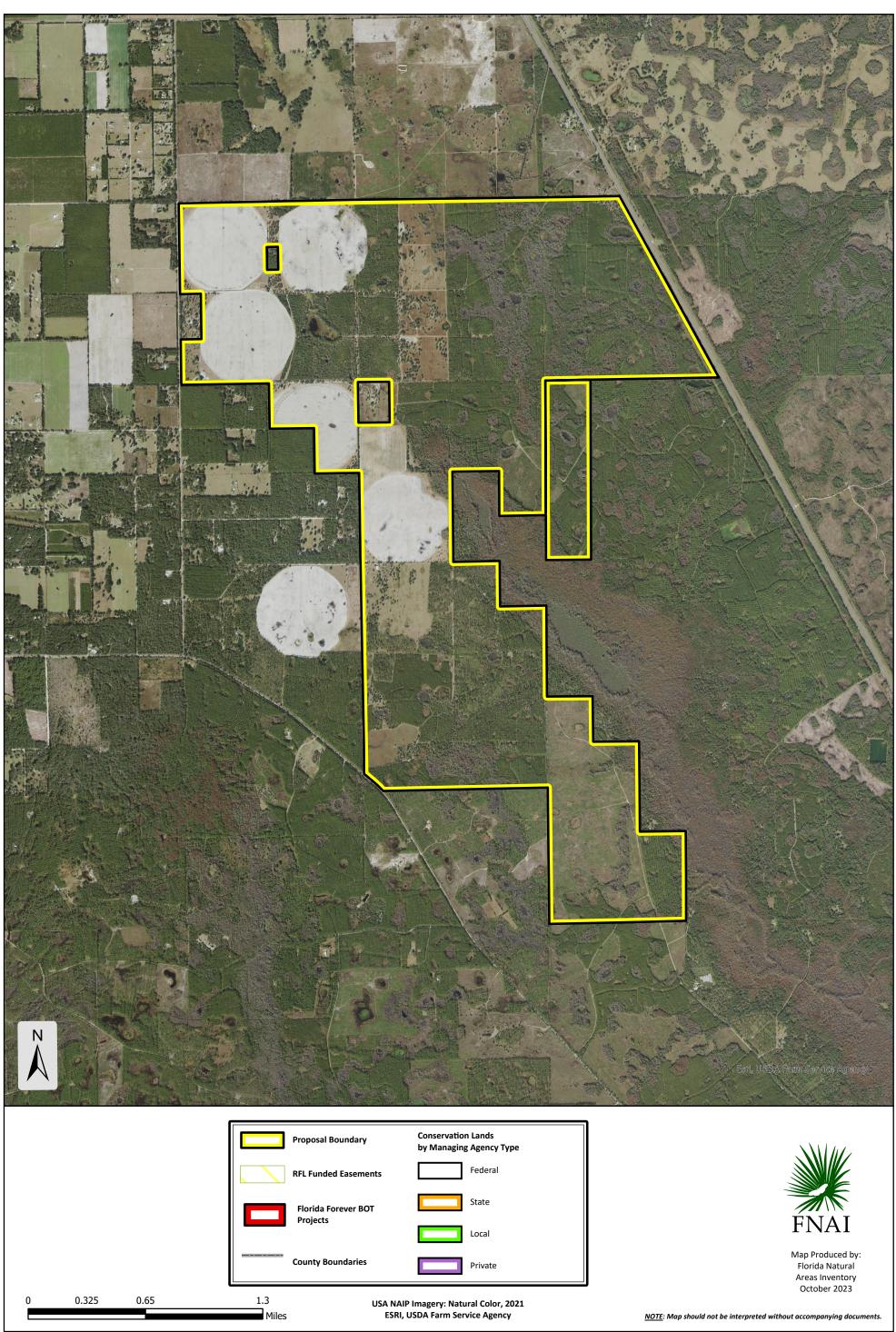
(See additional page to provide supplementary comments)

covered in items 1 – 18:	
This parcel is adjacent to newly state land and timber tracks. The parcel labundance of Bear, Turkey, Hawks and other wildlife. The parcel has received wetlands that function properly. The parcel has row crop farming and rocattle during the winter months. The extended land buffers surround the and provide corridors. The property has a mixture of hardwoods and timalong with agriculture row crop farming.	eiving tation of parcels

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

Williams Property

RURAL AND FAMILY LANDS PROTECTION PROGRAM PROPOSAL BOUNDARY AS OF OCTOBER 2023



Case Number 110_2023
Project Name Williams Property

Acres 3,751

	3,731		
		State	Region
	Score	Rank	Rank
FINAL SCORE	0.475	170	42
Size	0.751	26	8
Ag Landscape Priority	0.991	78	28
Ag Suitability	0.536	206	67
Distance to Protected Ag/Military	0.000	209	60
Percent Ag by Parcel or LandCover	0.996	76	29
Restorable/ Impaired Watersheds	0.039	168	53
Ag Conversion Threat Index	0.400	173	51
Disadvantaged Areas	1.000	1	1
Smoke-sheds	0.369	143	47
Development Projections	0.400	86	22
Future Land Use Map*	0.000		
Species Habitat Priorities	0.418	86	15
Listed Species*	0.005		
Priority Natural Communities	0.040	82	26
Surface Water Priorities	0.489	107	38
Wetlands	0.139	114	44
Floodplain	0.456	130	39
Spring-sheds	0.000	17	16
Recharge	0.716	34	16
Proximity to Conservation Lands	0.000	180	42
Ecological Greenways Priorities	0.073	204	62
Greenways Bottlenecks*	0.000		
FL Wildlife Corridor*	0.000		
Fire History	0.867	37	5
Landscape Integrity Index	0.710	176	67
Elevation	1.000	1	1
Cultural/Historical Sites*	0.000		

^{*}bonus measure with a max value of 0.01

Land Cover	Acres	Percent
Crops	684	18.2%
Pasture	382	10.2%
Planted Timber	1,725	46.0%
Citrus	0	0.0%
Livestock Operations	0	0.0%
Altered Open	28	0.8%
Altered Wetland	0	0.0%
Developed	13	0.3%
Invasives Predominant	0	0.0%
Natural Forested Upland	133	3.6%
Natural Forested Wetland	633	16.9%
Natural Nonforested Upland	0	0.0%
Natural Nonforested Wetland	148	3.9%
Water	0	0.0%

Williams Property

North Region (Levy County)



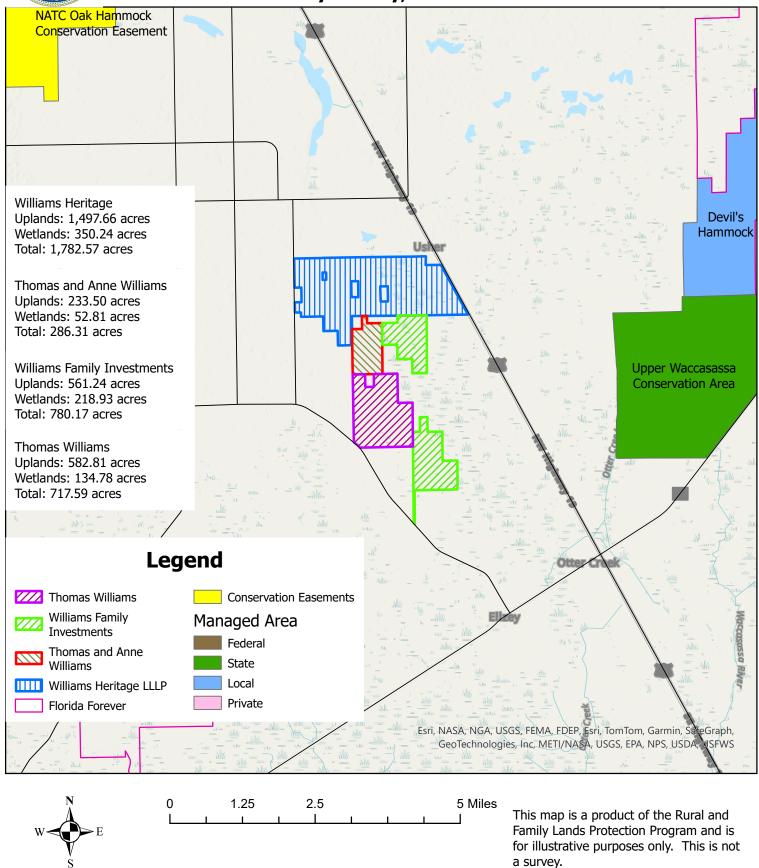
Site Visit Summary:

- 3,751-acre property in central Levy County northwest of Otter Creek.
- The agriculture is primarily well-managed pine plantation with several large blocks of center-pivot cropland and a few large cattle pastures.
- A large basin swamp with mature wetlands hardwoods and cypress flows within and along the eastern boundary
 and into Otter Creek. A large section of upland pine plantation in the center of the site contains species and
 structure that is more characteristic of rare sandhill vegetative community than pine plantation.
- This property is situated between the Lower Suwannee National Wildlife Refuge and the Upper Waccasassa Conservation Area.

Relative Standing: Well Above Average

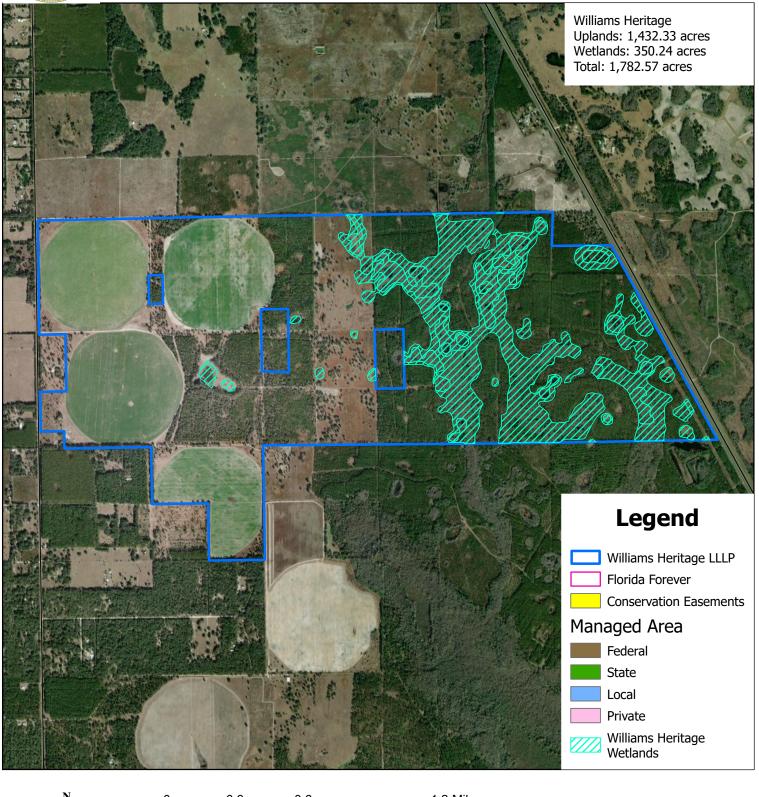
STATISTICS OF STATES

Rural and Family Lands Protection Program Williams Property Levy County, Florida





Rural and Family Lands Protection Program Williams Property Williams Heritage LLLP Levy County, Florida





0 0.3 0.6 1.2 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.

¹Project: Williams Heritage LLLP Levy County

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this _____ day of ____, 202___, between WIILIAMS HERITAGE, LLLP, a Florida limited liability partnership, whose address is 10216 SW 49th Lane, Gainesville, Florida 32608 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. <u>GRANT OF OPTION</u>. 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 Levy 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. <u>PURCHASE PRICE</u>. The purchase price for the Easement is SIX MILLION SIXTY THOUSAND AND 00/100 DOLLARS (\$6,060,000) ("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. <u>ADJUSTMENT OF PURCHASE PRICE</u>. 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

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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. <u>ENVIRONMENTAL SITE ASSESSMENT</u>. 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.)
- 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. <u>SURVEY</u>. 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

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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. <u>TITLE INSURANCE</u>. 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. <u>DEFECTS IN TITLE</u>. 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. <u>INTEREST CONVEYED</u>. 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. <u>PREPARATION OF CLOSING DOCUMENTS</u>. 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 <u>BASELINE DOCUMENTATION</u>. 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. <u>FDACS REVIEW FOR CLOSING.</u> 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.

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- 12. <u>EXPENSES</u>. 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. <u>TAXES AND ASSESSMENTS</u>. Seller shall be responsible for paying all real estate taxes and assessments applicable to the Property that are legally due and payable.
- 14. <u>CLOSING PLACE AND DATE</u>. 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. <u>RISK OF LOSS AND CONDITION OF PROPERTY</u>. 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. <u>RIGHT TO ENTER PROPERTY</u>. 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. <u>ACCESS</u>. 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. <u>DEFAULT</u>. 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. <u>BROKERS</u>. 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. <u>ASSIGNMENT</u>. 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. <u>TIME</u>. Time is of essence with regard to all dates or times set forth in this Agreement.
- 23. <u>SEVERABILITY</u>. 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.

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- 24. <u>SUCCESSORS IN INTEREST</u>. 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. <u>WAIVER</u>. 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. <u>COUNTERPARTS</u>. 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. <u>ADDENDUM</u>. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.
- 29. <u>NOTICE</u>. 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: Williams Heritage, LLLP 10216 SW 49TH Lane Gainesville, Florida 32608

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

- 30. <u>CERTIFICATION REGARDING TERRORISM</u>. 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. <u>SURVIVAL</u>. The covenants, warranties, representations, indemnities, and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the Easement described in paragraph 9 of this Agreement.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **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

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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]

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	WILLIAMS HERITAGE, LLLP, a Florida limited
	partnership BY: WF, LLC, a Florida limited liability
	company
	/
VI. Dellara	
Dujue factories	
Witness as to Seller	Job E. White, as Manager
Virginia Patterson	Jan 24 2025
Printed Name of Witness	Date signed by Seller
1.115	- (000000000
W. A Section	Phone No 8 a.m. – 5 p.m.
Witness as to Seller	8 a.m. – 3 p.m.
IN 14 TAY LOR	
Printed Name of Witness	
STATE OF FLORIDA	
STATE OF FLORIDA COUNTY OF ALAC & UVA	
J. Green	
County aforesaid, to take acknowledgments, appeared J liability company, as General Partner for Williams He physical presence or [] online notarization, who is []	me, an officer duly authorized in the State aforesaid and in the ob E. White, Manager, on behalf of WF, LLC, a Florida limite critage, LLLP, a Florida limited partnership, by means of personally known to me or [] who has produced a state drive and executed the foregoing instrument and who acknowledge sets therein expressed.
	and State last aforesaid this 24 day of Javvary,
202_5	_
(NOTARY PUBLIC SEAL)	William Teglor Notary Public
	•
22(E	(Printed, Typed or Stamped Name of
Summer of the same	Notary Public)
Notary Public State of Florida	- ,
My Commission Hill 127700	Commission No.:
Sono Expires 06/15/2025	M. C
· · · · · · · · · · · · · · · · · · ·	My Commission Expires:

SELLER

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 LHERERY CERTIEV that on this day, before m	a an afficient duly outhorized in the State of crossid and in th
County aforesaid to take acknowledgments, appeared by, as Director (or designee), Div	te, an officer duly authorized in the State aforesaid and in the means of [] physical presence or [] online notarization ision of Administration, Florida Department of Agriculture and executed the foregoing instrument and acknowledge rein expressed on behalf of the Board of Trustees.
WITNESS my hand and official seal in the County and S	tate last aforesaid thisday of, 202
(NOTARY PUBLIC SEAL)	
	Notary Public
	(Printed, Typed or Stamped Name of Notary Public)
	Commission No.:
	My Commission Expires:

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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

Addendum 1 – Beneficial Interest and Disclosure Affidavit

Addendum 2 – Company Addendum

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EXHIBIT "A"

Williams Heritage, LLLP

Parcel 1:

Section 31, Township 12 South, Range 15 East, Levy County, Florida, EXCEPT the West one-half (1/2) of Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), and EXCEPT the property described in O.R. Book 1715, Page, Public Records of Levy County, Florida.

Parcel 2:

Section 32, Township 12 South, Range 15 East, Levy County, Florida.

Parcel 3:

Section 33, Township 12 South, Range 15 East, Levy County, Florida, lying South and West of U.S. Highway 19, also known as State Road No. 55.

Parcel 4:

The East Half of Northeast Quarter, and the Northwest Quarter of Northeast Quarter of Section 6, Township 13 South, Range 15 East, Levy County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

- (A) Property conveyed to the State of Florida in Deed Book 30, page 348, Deed Book 30, page 354, or taken by Judgment recorded in Official Records Book 1, page 373 (Right of way and related ditch and borrow pit easements for S.R. 55/U.S, Highway 19, traversing through Sections 29, 33 and 34, Township 12 South, Range 15 East).
- (B) Property taken by State of Florida described in Official Records Book 1, page 369, consisting of portions of lands in Township 12 South, Range 15 East:

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: Williams Property

County: Levy

DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this ____ day of _____ 202_, by WILLIAMS HERITAGE, LLLP, a Florida limited partnership, whose address is 10216 S. W 49th Lane, Gainesville, Florida 32608, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("Grantee").

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

NOTICES

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

Grantor's Address: Williams Heritage, LLLP, 10216 S.W. 49th Lane, Gainesville, Florida 32608

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.

RECITALS

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

- B. This Easement is acquired under the Rural and Family Lands Protection Program administered by the Florida Department of Agriculture and Consumer Services ("FDACS"). The goal of this program is to protect the integrity, economic viability, and function of working landscapes, ensure opportunities for sustainable agricultural activities on working lands, and to promote the conservation, restoration, and enhancement of species habitat and natural areas consistent with sustainable agricultural activities and the purposes for which this Easement is acquired.
- C. The fact that any use of the Property that is expressly prohibited by the terms of this Easement may become greatly more economically valuable than uses allowed by the terms of this Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Easement has been considered by Grantor in granting this Easement and by Grantee in accepting it.
- D. Grantor and the Grantee mutually recognize the special character of the Property as a working landscape that has traditionally been used for agriculture, as that term is defined in Section 570.02(1), Florida Statutes, and have the common purpose of conserving certain values and character of the Property by conveyance to the Grantee of a perpetual Easement on, under, over, and across the Property, to conserve the character of the Property, continue certain land use patterns that are consistent with the purposes of this Easement, and prohibit certain further development activities on the Property.
- E. The existing agricultural uses and ecological values of the Property are documented in the Baseline Documentation Report ("BDR") for the Property signed by Grantor and Grantee and dated _______. The BDR consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The BDR is maintained in the offices of the FDACS and is incorporated in this Easement by this reference. A copy of the BDR is available from the FDACS upon request.
- F. Significant Natural Area ("SNA"). There are certain agricultural lands with important species habitat or water resources occurring within the boundaries of the Property, more particularly identified as SNA(s) in the BDR. An SNA is defined as a particularly outstanding or sensitive area that the parties agree are desirous of protection due to the presence of the following: 1) high-quality terrestrial or aquatic habitats, which possess significant biodiversity, high-quality resources, intact community organization, or other ecologically significant qualities; 2) habitats for rare species of plants or animals; or 3) significant geological features or historic sites. Designation of an SNA accords an extra level of protection, ensuring that the natural or cultural features within the SNA will continue to be managed appropriately and, in a manner, ensuring the continued protection of the

resources. While the designation of these areas as SNAs in the BDR is intended to set them aside for conservation, management activities in an SNA may include activities commensurate with the management of conservation lands to include such activities as prescribed burning, removal of invasive species and native species restoration, and maintenance of existing agricultural structures, primarily roads, fences, drainage improvements, and boundary signs. In addition, Grantor may continue livestock grazing in an SNA, as long as Grantor's management of such grazing activity protects the quality and integrity of the SNA. Other activities that may be undertaken in SNAs are scientific research, environmental education, and activities related to ecosystem services market programs, at Grantor's sole discretion. The SNAs are identified on the map in Exhibit "B" attached hereto.

- G. Grantee is an agency authorized under the terms of Sections 570.71, Florida Statutes, to hold easements for the preservation and protection of agricultural lands threatened by conversion to other uses, as well as the promotion and improvement of wildlife habitat, protection and enhancement of water bodies, aquifer recharge areas, wetlands and watersheds, and perpetuation of open space on lands with SNAs.
- H. Conservation Purpose. The definition of "conservation purpose" contained in 26 U.S.C. 170(h)(4), includes the preservation of open space, including farmland and forest land, where such preservation is pursuant to a clearly delineated state conservation policy and will yield a significant public benefit. The Rural and Family Lands Protection Program, is a state conservation policy, delineated in Chapter 570, Florida Statutes established 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.
- I. The parties agree to honor the purposes for which this Easement is acquired and to preserve and protect in perpetuity the values of the Property for the benefit of this generation and the generations to come.

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

Property of the nature and character hereinafter set forth, and the parties intending to be bound hereby agree as follows:

ARTICLE I. RECITALS

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

ARTICLE II. DURATION OF EASEMENT

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

ARTICLE III. PURPOSE OF EASEMENT

It is the purpose of this Easement to (i) effect the Rural and Family Lands Protection Program ("RFLPP") pursuant to Florida Statutes; (ii) assure that the Property will be retained forever in its condition as a working landscape; (iii) preserve the Property as productive agricultural land that sustains for the long term both the economic and ecological values of the Property and its environs; and (iv) provide a relatively natural habitat for fish, wildlife, plants, or similar ecosystems, through management guided by the following principles:

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

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

ARTICLE IV. RIGHTS GRANTED TO THE GRANTEE

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

- A. The right to enforce protection of the Easement Purposes of the Property for which this Easement was acquired.
- B. All future residential, commercial, and industrial rights, together with all development rights incidental thereto, that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.
- C. The right to enter upon the Property on an annual basis, and more often if Grantee determines that such entry is warranted, at reasonable times in order to inspect and monitor compliance with and otherwise enforce the terms of this Easement ("Inspections"); provided that such entry shall be upon prior reasonable notice to Grantor, which, except in the event of an emergency or enforcement requiring immediate access as determined by Grantee, is defined as seven (7) days advance notice. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.
- D. The right to conduct Inspections, annually or otherwise, to monitor Grantor's compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit "C". The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantor and Grantee; however, nothing in

this section prohibits the Grantor and the Grantee from mutually agreeing to a reasonable opportunity to cure an identified deficiency in lieu of establishing a corrective action plan. Upon Grantee's finding that Grantor is in compliance with the terms of this Easement, a copy of the completed monitoring form will be provided to the Grantor and a copy will be retained by the Grantee for a minimum of five (5) years. Upon a finding of noncompliance, a corrective action plan may be developed, which may be a notation in the comments section on the monitoring form regarding completion of certain actions or cessation of actions in order to attain compliance or the plan may be a more detailed plan developed separately to set expectations and deadlines for completion of remedial measures. In either case, the Grantee will work with the Grantor to negotiate a reasonable schedule, but all remedial measures shall be completed at Grantor's expense.

- E. The right to prevent any activity on or use of the Property that is inconsistent with the Easement Purposes or terms of this Easement and to require the restoration of or to restore, in accordance with law, such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost.
- F. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.
- G. A right to prior notice of Grantor's intent to sell or transfer title as provided in Article IX, Paragraph G. This right of notice shall be triggered by sales or transfers of title by Grantor, including gifts and bequests as well as transfers to entities in which Grantor owns, directly or indirectly, a majority of the controlling interests.
- H. The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim arising out of or related to any negligent or willful act or omission of the Grantor, Grantor's agents, guests, lessees, licensees, invitees, or any others on the Property with the express or implicit permission of Grantor.
- I. The right to be indemnified by Grantor for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known, or should have been known, to the Grantor.
- J. The right to have the Property maintained in accordance with the terms of this Easement, understanding that the Property may develop through the forces of nature hereafter, subject only to the exercise of Grantor's Reserved Rights, and the Rights Granted to the Grantee, as described in this Easement.
- K. The right to cut and remove timber in Grantee's sole discretion, if Grantor, within 60 days after written notice from Grantee, fails to cut and remove said timber damaged by natural disaster, fire, infestation, or the like. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale

ARTICLE V. PROHIBITED USES

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

- 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. prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the terms of this Easement, and that is disposed of in accordance with applicable local, state, and federal requirements, and Best Management Practices ("BMPs") adopted by FDACS or its successor agency, as amended from time to time.
- B. Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, except those required for environmental restoration, federal, state or local regulatory programs, or BMPs, including but not limited to, mining, excavation of surface or subsurface materials, the exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances. There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, by an

individual or entity acting under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control, unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, or pollution of existing surface or subsurface water flow or natural water sources, freshwater lakes, ponds and pond shores, marshes, creeks, or any other water bodies except as consistent with BMPs for the type of agricultural activities being conducted. Provided, however, Grantor may construct, operate, maintain, or replace groundwater wells, ditches, swales and other water conveyance structures, drainage structures or other water management improvements incident to allowed uses on the Property, conduct seismic or other non-invasive testing, drill for and extract oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, subject to legally required permits and regulations. As reasonably necessary, Grantor may combat erosion or flooding or conduct other allowed activities using material from existing excavation sites identified in the BDR.

- C. Planting of nuisance, exotic or non-native plants as listed by the Exotic Pest Plant Council or the University of Florida's Institute of Food and Agricultural Sciences, or their successors, except for plants approved by Grantee and needed to support agricultural activities allowed hereunder. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics, or non-native wild plants, on the Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the Grantee.
- D. Concentrated animal feeding operation not in compliance with applicable federal and state laws, rules, and regulations, as amended.
- E. New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on or above the ground of the Property except as may be necessary by Grantor for maintenance or to serve the permitted uses of the Property that are consistent with the Easement Purposes or during emergency situations or as may otherwise be specifically provided for in this Easement. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Easement Purposes.
- F. Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under this Easement, and except for linear facilities described in section 704.06(11), Florida Statutes. Provided, however, Grantee (i) may erect and maintain signs designating the Property as land under the protection of Grantee, and (ii) shall be entitled to recover from Grantor, and Grantor's personal representatives, heirs, successors, and

assigns reasonable compensation based on diminution in value of Grantee's interest for the construction and operation of any public or private linear facilities and related access and appurtenances, as described in section 704.06(11), Florida Statutes.

- G. Fertilizer use, including sludge or sludge products, for agriculture activities not in accordance with agricultural BMPs recommended by the United States Department of Agriculture Natural Resources Conservation Service ("NRCS") or FDACS, whichever is more stringent, as those BMPs may be amended from time to time. No agricultural activities shall occur within a 100-foot buffer around sinkholes or karst features that are connected to spring conduits, except as provided in the applicable BMPs.
- H. Actions or activities that may reasonably be expected to adversely affect state or federally listed threatened or endangered species.
- I. Any subdivision of the Property that is inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended, except as expressly allowed under this easement.
- J. Commercial water wells on the Property.
- K. Harvesting of cypress trees in the SNAs.
- L. Mitigation banks not authorized under and in compliance with Florida Statutes and Administrative Rules, as amended, or the rules of applicable federal mitigation bank programs.
- M. Construction or improvements in any SNA or conversion of any SNA, except temporary structures (defined hereinafter) for hunting allowed in Article VI, Paragraph M. Temporary structures are defined as those structures that are able to be readily removed. Any use of the Property which would impair, adversely impact, or destroy an SNA, including a change to more intensive agricultural practices, is also prohibited.
- N. Conversion of forested areas within the SNAs as shown in the BDR to non-forested areas.

ARTICLE VI. GRANTOR'S RESERVED RIGHTS

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

- A. Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title in the Property, subject to this Easement. Further, Grantor retains and reserves all rights of, in, and to the Property not conveyed to Grantee under Article IV or prohibited by Article V.
- B. Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated an SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations.
- C. The right to conduct silvicultural operations on the Property provided, however, that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods consistent with the perpetual protection of the SNAs.
- D. The right to conduct prescribed burning and mechanical brush management on the Property; provided, however Grantor shall obtain and comply with a prescribed fire authorization from the Florida Forest Service of FDACS or its successor agency.
- E. The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior and subordinate to this Easement.
- F. The right to contest tax appraisals, assessments, taxes, and other charges on the Property.
- G. The right to continue to use, maintain, repair, and reconstruct existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, culverts and such other facilities on the Property as depicted in the BDR. Expanding existing cow pens as necessary to conduct normal cattle operations on the Property shall be allowed, except when located in an SNA. Grantor must obtain the advanced written approval of grantee to expand existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, culverts and such other facilities on the Property.

- H. The right to sell, devise or otherwise transfer ownership of fee title to the Property to a third party. No easements, rights-of-way, restrictions, or less than fee simple interests in the Property shall be granted or conveyed after the date of this instrument unless such encumbrances are approved, in advance and in writing, by the Grantee and recorded in the public records of the county(ies) in which the Property is located. The Grantee may give such approval if it determines, in its sole discretion, that such encumbrance would be consistent with the Easement Purposes.
- I. The right to exclusive use of the improvements on the Property.
- J. The right to obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the Water Management District or any governmental agency having jurisdiction over those activities.
- K. The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences.
- L. The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with this Easement.
- M. The right to observe, maintain, photograph, introduce and stock native fish or wildlife on the Property, and to use the Property for hiking and horseback riding and other activities that are low impact and minimally disruptive to the natural environment, as well as to use the Property for agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended, for agritourism that is both related to the agricultural uses reserved in this Easement and consistent with the terms of this Easement. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, including the right to locate, construct, and maintain hunting blinds, tree stands, wildlife food plots, and feeders on the Property that are temporary and readily removable. Grantor may lease and sell privileges of such rights.
- N. The right to install connections to normal utility systems, such as electric, cable, water, sewer, communication, and telephone that are consistent with the Easement Purposes and incidental to serve the allowed uses of the Property. If a connection to a sewer system is not available, this right shall include the right to install a septic system provided it is not located in an SNA. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines,

telecommunications towers, and wind farms are prohibited, unless approved by Grantee pursuant to Article VI, Paragraph H. Existing utilities may be replaced or repaired at their current location.

- O. Grantor reserves the right to subdivide the Property into not more than two (2) individual parcels of not less than 400 acres each. Grantor shall provide legal descriptions for the two (2) parcels upon subdivision of the Property. There shall be no further subdivision of the Property which is the subject of this Easement. It is understood by Grantor and Grantee that, if any or all of the two (2) parcels are conveyed to Grantor's family members, the conveyances shall not be subject to the provisions of Article IX, Paragraph G.1.
- 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.

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: WILLIAMS HERITAGE, LLLP a Florida limited partnership
Signature:	BY: WF, LLC a Florida limited liability company
Printed Name:	
Address:	BY:
Signature:	
Printed Name:	
Address:	
STATE OF FLORIDA COUNTY OF	
the State aforesaid and in the County Job E. White, Manager on behalf of W. General Partner for Williams Herita means of [] physical presence or [] on to me or [] who has produced a state d	is day, before me, an officer duly authorized in aforesaid, to take acknowledgments, appeared F, LLC, a Florida limited liability company, as ge, LLLP, a Florida limited partnership, by line notarization, who is [] personally known river license as identification, and who did not ag instrument and he acknowledged before me boses therein expressed.
WITNESS my hand and official day of, 202	seal in the County and State last aforesaid this
NOTARY PUBLIC	
My Commission Expires:	Signed
	Printed

19

	GRANTEE:
Witnesses:	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
Signature:	
Printed Name:	By: FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Address:	_
Signature:	DIRECTOR, DIVISION OF ADMINISTRATION
Printed Name:	_
Address:	_
	_
STATE OF FLORIDA COUNTY OF LEON	
the State aforesaid and in the County by means of [] physical presence or [as Director (or designee), Division Agriculture and Consumer Services, w	is day, before me, an officer duly authorized in aforesaid to take acknowledgments, appeared online notarization,, of Administration, Florida Department of ho is personally known to me and executed the ed before me that he executed the same for the of the Board of Trustees.
WITNESS my hand and official thisday of, 202	seal in the County and State last aforesaid
NOTARY PUBLIC	
My Commission Evnivos	Signed
My Commission Expires:	

Printed

SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement
- B. Significant Natural Areas Map
- C. Easement Monitoring Form

EXHIBIT "A"

Williams Heritage, LLLP

Parcel 1:

Section 31, Township 12 South, Range 15 East, Levy County, Florida, EXCEPT the West one-half (1/2) of Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), and EXCEPT the property described in O.R. Book 1715, Page, Public Records of Levy County, Florida.

Parcel 2:

Section 32, Township 12 South, Range 15 East, Levy County, Florida.

Parcel 3:

Section 33, Township 12 South, Range 15 East, Levy County, Florida, lying South and West of U.S. Highway 19, also known as State Road No. 55.

Parcel 4:

The East Half of Northeast Quarter, and the Northwest Quarter of Northeast Quarter of Section 6, Township 13 South, Range 15 East, Levy County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

- (A) Property conveyed to the State of Florida in Deed Book 30, page 348, Deed Book 30, page 354, or taken by Judgment recorded in Official Records Book 1, page 373 (Right of way and related ditch and borrow pit easements for S.R. 55/U.S, Highway 19, traversing through Sections 29, 33 and 34, Township 12 South, Range 15 East).
- (B) Property taken by State of Florida described in Official Records Book 1, page 369, consisting of portions of lands in Township 12 South, Range 15 East:

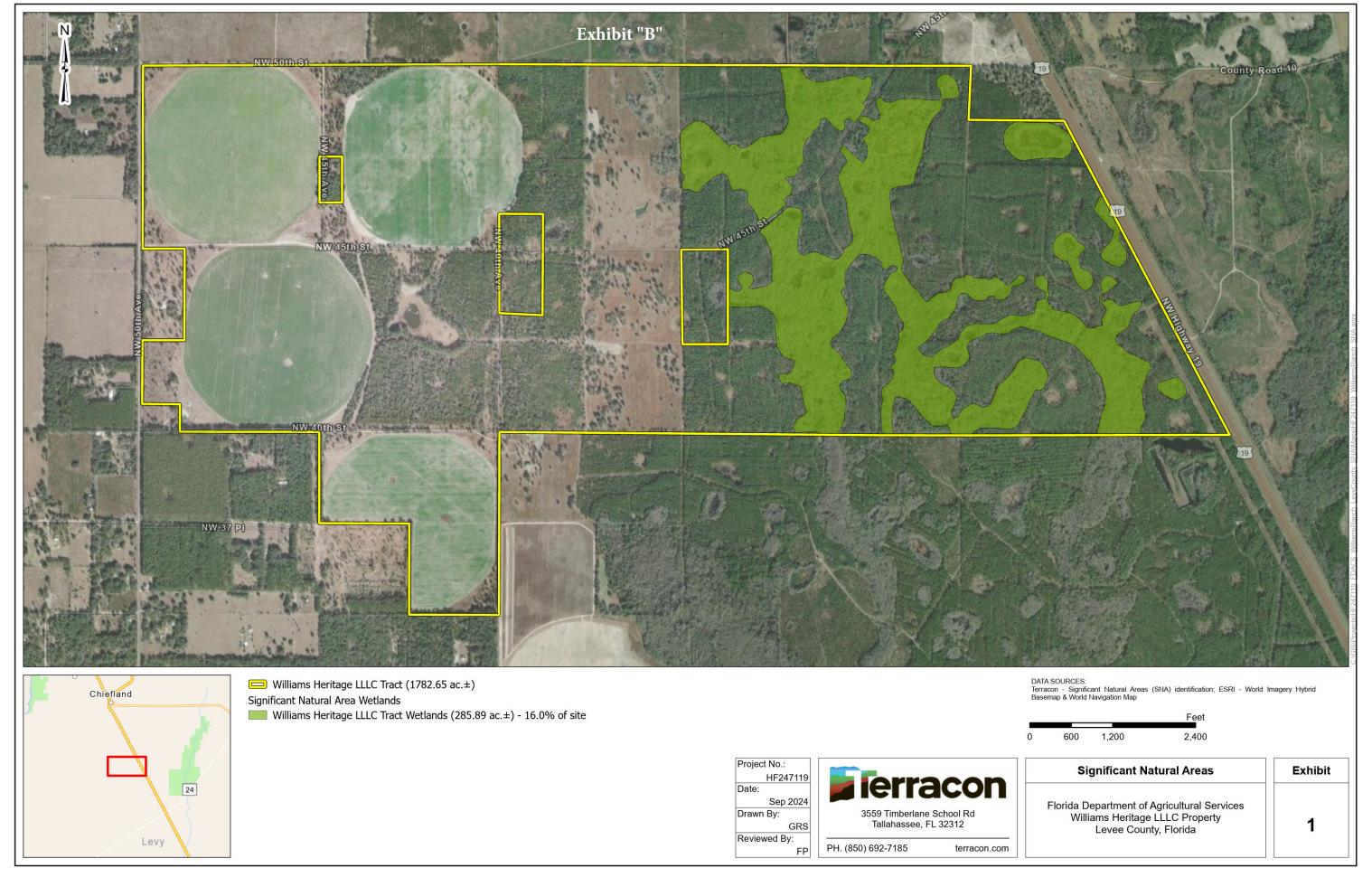


EXHIBIT C



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 5I7.014, 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 <u>Recitals</u>, <u>Prohibited Uses</u>, and <u>Grantor's Reserved Rights</u> 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.

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

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

R.	Have the following Agricultural Operations occurred on the property?		
	Improved pasture: acres. Any increase in acres? Y / N		
	Row crops: acres. Any increase in acres? Y / N		
	Sod: acres. Any increase in acres? Y / N		
	Citrus groves: acres. Any increase in acres? Y / N		
	Food plots: acres. Any increase in acres? Y / N		
	Ponds: acres. Any increase in number or acres? Y / N		
	Are Agricultural Operations occurring outside of SNA's or other areas, as required by the CE?		
	If cattle are present on the property, the cattle stocking rate 1 cow/calf per acre(s)		
S.	Have any activities occurred that may reasonably be expected to adversely affect threatened or endangered		
	species? If so, what activities?		
T.			
1.	Has the property been leased by any private parties (non-family) for the purposes of hunting or fishing?		
	Have any animals been introduced or stocked? If so, list the species:		
	Have any fish been introduced or stoked? If so, list the species:		
	Is there any other visitation, recreation, or other public use occurring on the property? If so, what kind?		
1.1	Are there any changes in land use on nearby properties that the grantor of monitor anticipates will impact the		
U.	subject property?		
	If so, what type?		
V.	Describe any new management or agricultural activities planned for next 12-18 months:		
٧.	1.		
	2.		
	Is the activity(s) consistent with the terms and conditions of the CE?		

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

LANDOWNER REMARKS

Α.	Comments about the program:
В.	Requests/Questions:

MONITOR REMARKS

A.	General observations:
В.	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.

FDACS-11208 XX/24 Page 5 of 7 To review any suggested updates to the property's baseline inventory, for purposes of the Baseline Documentation Report.

Α.	Has a site inspection been performed? Were all pertinent monitoring specifications completed?
В.	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:
Onagricultural easement monitoring visit oc	<u>, 20</u> a Rural and Family Lands Protection Program curred on the above listed property.
Landowner/Representative	
Name (print)	_
Signature	-
Monitor	
Name (print)	-
Signature	_

<u>ADDENDUM</u>

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

Before me, the undersigned authority, personally appeared Job E. White ("affiant"), this $\underline{24}$ day of Jan , 2025, who, first being duly sworn, deposes and says:

1) That affiant is the Manager of WF, LLC, a Florida limited liability company, General Manager of Williams Heritage, LLLP, a Florida limited partnership, as "Seller", whose address is 10216 SW 49th Lane, Gainesville, Florida 32608, 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>International Enternation International Enternational Enternation International Enternation Internation Internati</u>	erest
T.W. Williams, dr 2563 SW	87th Drive #10, Gainaulle, \$2 32608	26%
Anne Williams	1	6.67%
Thomas Wasley Williams III	1	21.91%
Emilee Anne Williams		21.91%
Vivainia Williams Patterson	V	21.911.

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")

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

ANT Conservation & Po Box 110612 Cons. Easment
Bradenton, FL 34211 Consulting Services TBD

REVISED 3/29/23

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") Name and Address Type of Amount of of Parties Involved **Date Transaction Transaction** 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** STATE OF FLORZIDA COUNTY OF A LAC DUA SWORN TO (or affirmed) and subscribed before me by means of Aphysical presence or online notarization, this O day of Jovensy Job E. White. Such person(s) (Notary Public must check applicable box): is/are personally known to me. produced a current driver license(s). produced as identification. (NOTARY PUBLIC SEAL) (Printed, Typed or Stamped Name Notary Public)

REVISED 3/29/23

Notary Public State of Florida

ADDENDUM

(FLORIDA LIMITED PARTNERSHIP)

- 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 written partnership agreement and certificate of limited partnership 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 general partners 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. Seller's execution of this Agreement and the performance by Seller 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 partnership authority of Seller.
 - 2. Seller is a limited partnership 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 (i) the terms of the partnership agreement or certificate of limited partnership or any amendment thereto, (ii) any provisions of applicable law or any applicable order or regulation of any court or governmental agency, or (iii) 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 opinion set forth above.

Date signed by Buyer

BUYER

SELLER

Date Signed by Seller

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	BUYER
WF, LLC, a Florida limited liability company	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
	DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
By:Name: Job E. White, Manager	By: NAME: TITLE:
Date Signed by Seller	Date signed by Buyer

Rhonda A. Carroll, MAI St. Cert. Gen. REA RZ459



P.O. Box 2501 Tallahassee, FL 32316

Office (850) 575-1999 / Fax (850) 575-1911 www.CarrollAppraisal.com

DATE: January 15, 2025

TO: Amy Phillips, Land Acquisition Administrator

Florida Department of Agriculture and Consumer Services

Rural and Family Lands Protection Program

FROM: Rhonda A. Carroll, MAI, AI-GRS

Fee Review Appraiser

Carroll Appraisal Company, Inc.

SUBJECT: Williams Heritage

Proposed Conservation Easement

Levy County, Florida

As requested, I have made a field review and technical review of the appraisal reports for the parcel referenced above. The appraisals were prepared by Tod Marr, MAI, CCIM and Thomas Rhodes, MAI, SRA, AI-GRS. Mr. Marr's appraisal is dated January 14, 2025 and reflects a date of value of October 30, 2024. Mr. Rhodes' report is dated December 12, 2024, and also reflects a date of value of October 30, 2024.

GENERAL INFORMATION AND SCOPE OF REVIEW

The fee simple interest was appraised, and a value was obtained; this value is referred to as the "before" value. Then the value as though encumbered was estimated, known as the "after" value. The difference between the figures reflects the value of the easement. The purpose of the appraisals is to provide an opinion of the impact of a proposed restrictive easement on the property. The scope of this review included inspecting the subject parcel and all comparable sales which were relied upon in forming the opinions of the value of the parcel. The appraisal reports were reviewed to determine their completeness, accuracy, adequacy, relevance and reasonableness. Where necessary, revisions were requested for clarification/corrections in the appraisals, and this review report reflects my opinions after corrections have been received. In conducting my review analysis, I reviewed sales records to determine if there were any additional sales which the appraisers should have considered in their reports. I possess geographic competence, as I have been appraising real estate in this area for over 35 years. Additionally, I personally own a 600-acre tract encumbered with a conservation easement and have bought and sold property encumbered with conservation easements, as well as negotiated one.

Amy Phillips January 15, 2025 Page Two (2)

The appraisals were reviewed to determine their compliance with the Supplemental Appraisal Standards for Board of Trustees, revised March 2016, the Uniform Standards of Professional Appraisal Practice, with an effective date of January 1, 2024. After revisions, both appraisals comply with minimum appraisal standards as stated in both publications. By way of signing this review memorandum, the appraisals are complete and I have formed the opinion that the appraisals are well supported. The divergence between the value indications for the conservation easement is 6.13%.

The following table summarizes the value conclusions reached by the appraisers:

Appraisers	Before Value	After Value	Restrictive Easement Value
Marr	\$9,805,000	\$3,745,000	\$6,060,000*
Rhodes	\$9,450,000	\$3,740,000	\$5,710,000*

^{*}Both appraisals are subject to the hypothetical condition that the proposed easement exists in the after scenario. The appraisals are also subject to the extraordinary assumption that the conservation easement will be substantially similar to the one provided.

OWNER OF RECORD

Williams Heritage, LLLP 2563 SW 87th Drive, Suite 10 Gainesville, Florida 32606

PRIOR SALES PAST FIVE YEARS/CURRENT LISTING HISTORY

There have been no arm's length transactions within the past ten years. The property is not listed for sale nor are the any known offers to purchase. It is not encumbered by a long-term lease, however, there are short term leases which do not impact value.

CLIENT

The clients of the appraisals and of the review are The Florida Department of Agriculture and Consumer Services and the Rural and Family Lands Protection Program.

INTENDED USE/INTENDED USERS

The intended use of these appraisals is to assist the State of Florida with purchase decisions, and an offering price on the conservation easement. The intended users of this appraisal are the Department of Agriculture and Consumer Services and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF). There are no other authorized users of the report. The intended use of the review is to evaluate compliance with the applicable standards and the client's instructions, and whether the appraisals under review are appropriate for their intended use.

Amy Phillips
January 15, 2025
Page Three (3)

PURPOSE OF THE REVIEW

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 and to assure that the appraisals conform to the Uniform Standards of Professional Appraisal Practice (USPAP) Supplemental Appraisal Standards for the Board of Trustees (SASBOT).

NEIGHBORHOOD DESCRIPTION

The subject's general neighborhood is a large rural area located in western Levy County, and this part of Florida is known as the Nature Coast. Neighborhood boundaries are roughly defined as Chiefland to the north, Otter Key (SR 24) to the south, the Suwannee River to the west and Waccasassa River to the east. The subject is located near the central portion of the neighborhood between Highway 19 and CR 330, one mile south of NW 60th Avenue

The neighborhood is about 20% developed and is in the slow growth stages of the neighborhood. The development in the area consists of mostly agriculture and rural residential. Chiefland is roughly 6 miles north of the subject, and this city has all of the services of a larger rural town, including an automotive dealership, grocery stores, fast food restaurants, auto parts stores, office buildings, shopping centers, free standing retail buildings, etc.

Bronson is the County Seat for Levy County and it is located roughly 10 miles east of the subject at the intersection of SR 24 and US Highway Alternate 27. Otter Key is south of the subject and is at the cross roads of SR 26 and Highway 19. Otter Key is basically a stop on the way to Cedar Key, a rural tourist area. West, towards Cedar Key, are some rural residential homes on small acreage tracts, as well as a church. Cedar Key is west of the neighborhood and access is from SR 26 in Otter Key and/or several other roads from the north and east via Chiefland.

Levy County in general is known for its natural forest areas, as well as pine plantations with some cattle ranches, as well as row crops. Many of the properties in the area are owned by timber companies. The State of Florida, Levy County Government and Water Management District have been purchasing properties in the area for the last few decades for preservation. Many of the properties are now encumbered with conservation easements. This area is also known for its recreation including hunting and fishing.

In conclusion, the subject neighborhood is located in a rural area with slow development. It is anticipated the neighborhood will experience little growth. It is unlikely that the land use of the subject will change in the near future. No economic change is expected in the area, which would change the highest and best use. The general character of the neighborhood should remain stable for several years to come.

Both appraisers have provided a good description of the neighborhood in their appraisals, with detailed analysis of property types in the area. The general character of the neighborhood should remain stable for several years to come. I agree with their conclusions based on my observations of the area.

Amy Phillips January 15, 2025 Page Four (4)

SITE DESCRIPTION

The subject is identified as the Williams Heritage LLLP Property located on the west side of US Hwy 19 about two miles south of NW 60th Street in Levy County, Florida. The subject comprises 1,782.57 acres and is divided between 1,432.33 acres (80%) of uplands and 350.24 acres (20%) of wetlands.

Legal and physical access is from about 4,380 FF along the west side of US Hwy 19, four-lane with overhead electric service, grassy median, and drainage swales; and about 3,650 FF along the east side of NW 50th Avenue (CR 330), a two-lane county road with overhead electric service and drainage swales; a network of interior dirt roads (built-up in low-lying areas) provide good access throughout the site; these roads are identified on local mapping as NW 45th Street, NW 50th Street, and NW 40th Avenue; these are privately maintained dirt roads that are used by the out-parcels for access to CR 330.

The subject has historically been used as a cattle ranch and pine plantation; about 600 acres of irrigated row crops and improved pasture with (4) irrigation pivots in the central and western portion of the site; three of the pivots have 360° coverage while the pivot in the southern portion has a 270° radius. The improved pasture area is located in the north-central portion surrounded by the pine plantations. The 800-acre pine plantation and native hardwoods (on upland areas) is in the central and eastern portions of the site and appear well maintained and harvested with good management practices. The balance of the site (about 400 acres) represents a mixture of hardwoods with cypress, mixed scrub, and wetland vegetation in the eastern portion of the site. The majority of the wetlands and associated flood zone areas are located in the eastern portion.

Per FEMA flood insurance rate map number 12075C 0165F, dated November 2, 2012 and Number 12075C 0170G, dated January 28, 2022, most of the west ½ of the site is within the X zone and most of the east ½ is within the A zone. The X flood zone consists of areas determined to be outside the 500-year flood plain. The A flood zone are areas of 100-year flood; base flood elevations and flood hazard factors not determined.

There are no municipal water or sewer services to the property and therefore, water and sewer would be by a well and septic system. Both electric and telephone services are in the area and available for the property.

The appraisers have provided good descriptions of the site in their appraisals.

Amy Phillips January 15, 2025 Page Five (5)

ZONING/FUTURE LAND USE

The subject is zoned A/RR, Agriculture Rural Residential by Levy County. The future land use is A/RR, which conforms to the zoning. The A/RR district is intended to provide for the continued viability of agribusiness in the county while permitting low-density residential land uses that are compatible with the predominant land use in the district, commercial farming.

The maximum density is one unit per 10 acres. The minimum lot width is 200' and the minimum lot depth is 300. The front yard setback is 50'; the side yard is 10' and the rear yard is 50'. The maximum building height is 35'. Permitted uses include: agricultural; veterinary office with outdoor pens, kennels or runs; government offices and facilities; public recreation; fishing/hunting camp; dwelling, single-family in RR-3C only homes built to Florida Building Code, no mobile or manufactured homes; adult/child car home; food processing, such as butcher, custom processing, wrap service and public utility services.

Both appraisers have provided a detailed description of the uses allowed within the Zoning/Future Land Use. Please refer to each report for an in-depth discussion of what is allowed.

EASEMENTS, RESERVATIONS AND RESTRICTIONS

There are no known easements that would adversely affect the use of the property. The conservation easement will be in force in the after valuation and is restrictive on the subject property in that it cannot be developed, can only be subdivided once with a 400-acre minimum, or further improved and prohibits timber harvest within the natural areas.

The title insurance commitment dated September 2, 2024, makes several exceptions for reservations, easements, and other exceptions. These items are typical and do not adversely impact market value.

ASSESSMENT INFORMATION (2023)

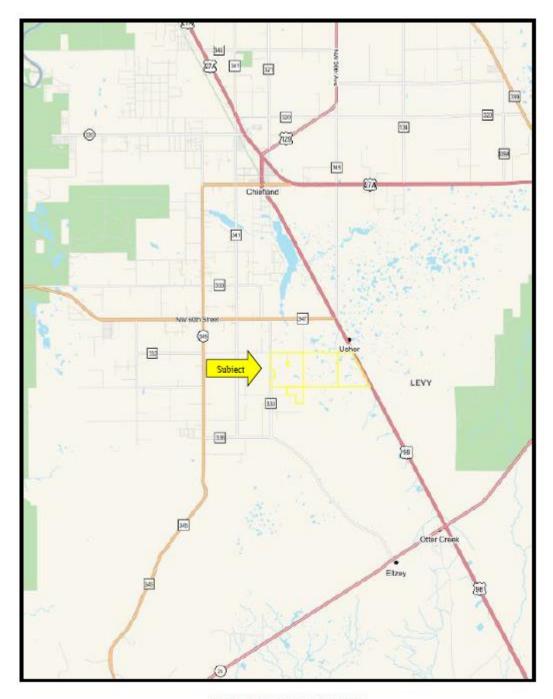
The following table reflects the assessment information for the subject parcel:

		#	Just	Assessed	2024
#	Parcel #'s	Acres	Value	Value	Taxes
1	183900000	615	\$ 3,044,250	\$197,446	\$2,913.17
2	184100000	642	\$ 1,637,100	\$141,320	\$1,566.28
3	184200000	449.76	\$ 1,146,888	\$ 70,787	\$2,680.28
4	185500000	120	\$ 594,000	\$ 40,800	\$ 144.97
	Tota1	1,826.76	\$ 6,422,238	\$450,353	\$7,304.70

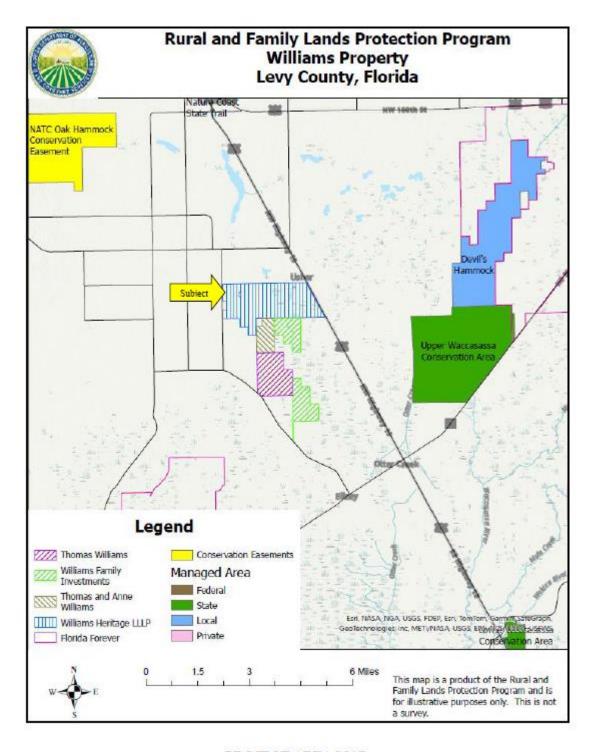
The assessed acreage is somewhat different from what DACS has calculated. The appraisers have utilized the acreage of 1,782.57 acres calculated by DACS.

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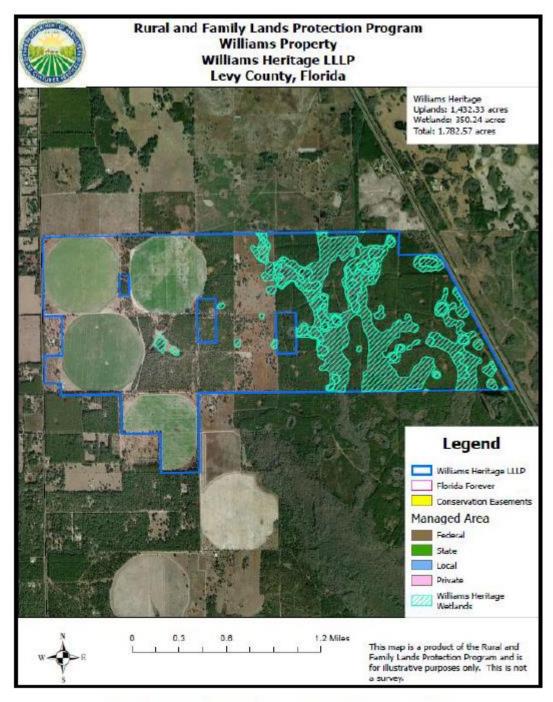
The following maps are from the appraisers' reports and depict the location of the subject tract:



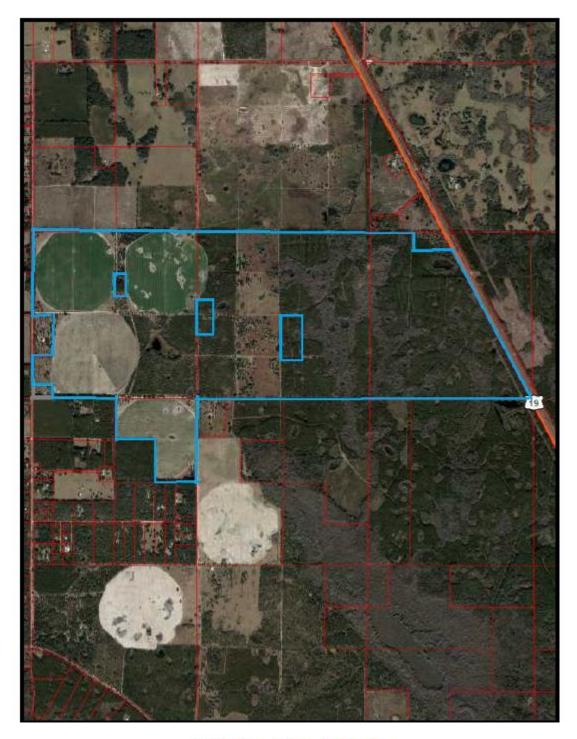
NEIGHBORHOOD MAP



PROJECT AREA MAP



AERIAL MAP OF SUBJECT AS PROVIDED BY CLIENT



LEVY COUNTY AERIAL MAP



NATIONAL WETLANDS INVENTORY MAP

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The photos on the next several pages were taken at the time of the inspection and are from the Rhodes report.



View of the southwest corner of the site. This photo was taken from CR 330 facing east.



View of the irrigated cropland located in the western portion. There are four irrigation pivots on site.



View of the native wetlands and low-lying areas in the eastern portion.



View of some of the timber stands that were recently harvested.



View of NW 50th Avenue (CR 330) facing north. The subject property is located to the right of this photo.



View of US Hwy 19 facing south. The subject is located to the right of this photo.

"AS IS"/ "BEFORE" VALUE <u>VALUATION OF THE PROPERTY BEFORE THE</u> <u>CONSERVATION EASEMENT</u>

Since the property is first being valued in "as is" condition, without consideration for the impact of the proposed conservation easement, the property was appraised in a traditional manner. The highest and best use was determined and sales with a similar highest and best use were used by the appraiser.

HIGHEST AND BEST USE-BEFORE

The concept of highest and best use is based upon the premise that a property should be valued based on the use which will produce the highest market value and the greatest financial return. This use must be legally permissible, physically possible, financially feasible and maximally productive.

Mr. Marr concluded that the highest and best use of the site is agriculture, rural residential and recreation.

Mr. Rhodes concluded that the highest and best use is for a continued use as an agricultural/recreational site.

Both appraisers recognize the limited demand for development of the tract, however, they state that there may be some demand in the future. They agree that the tract is suitable for continued use as an agricultural/silvicultural site, with recreational use as well. Based on my familiarity with the area and current trends, I concur with this conclusion.

BEFORE VALUATION-MARR APPRAISAL

Since the property is vacant, the sales comparison approach was relied upon. Mr. Marr analyzed four sales which ranged in size from 1,052 acres to approximately 5,439 acres. The sales occurred between April 2022 and August 2024. Prior to adjustments, the sales ranged in price per acre from \$3,516 to \$7,605. Mr. Marr considered adjustments for financing/conditions of sale, financing, market conditions, location, access/road frontage, uplands, topography, size/shape, zoning/future land use, and improvements He applied qualitative adjustments to the sales and concluded that two sales were inferior and two were superior. Mr. Marr concluded a value of \$5,500 per acre. This reflected a value indication of \$9,805,000 (rounded). Mr. Marr's conclusion is reasonable and is well supported. His sales share the same highest and best use as the subject.

Amy Phillips January 15, 2025 Page Fifteen (15)

BEFORE VALUATION-RHODES APPRAISAL

Mr. Rhodes analyzed four sales which ranged in size from 1,052 acres to approximately 2,768 acres. The sales occurred between August 2022 and August 2024. Prior to adjustments, the sales ranged in price per acre from \$2,900 to \$7,605. Mr. Rhodes considered adjustments for property rights, financing, conditions of sale, time/market conditions, location, frontage/access, zoning/land use, improvements, physical characteristics, and size. In the final analysis, three sales were inferior and one sale was superior overall when compared to the subject. Placing most weight on the most similar sales, Mr. Rhodes correlated to \$5,300 per acre. This reflected a value indication of \$9,450,000(rounded). Mr. Rhode's conclusion is reasonable and is well supported. His sales share the same highest and best use as the subject.

The appraisers used two of the same sales. Neither appraiser applied a time adjustment.

The following table summarizes the "Before" value conclusions reached by the appraisers:

Appraiser	Tract Size – Acres	Price Per Acre	Before Value
Marr	1,782.57	\$5,500	\$9,805,000(rounded)
Rhodes	1,782.57	\$5,300	\$9,450,000(rounded)

Amy Phillips January 15, 2025 Page Sixteen (16)

"SUBJECT TO"/ "AFTER" VALUE VALUATION OF THE PROPERTY AFTER THE CONSERVATION EASEMENT

The subject parcel is proposed to be encumbered with a conservation easement. The value of the conservation easement is based on a "before" and "after" analysis of the property. This process involved appraising the subject property in the "before" situation as not encumbered by the easement, and then appraising the tract as if the easement is in place. The difference between the two figures represents the value associated with the acquired easement rights.

In a typical valuation after a proposed conservation/restrictive easement is in place, appraisers consider sales of tracts which sold either

- with a restrictive easement in place similar to that of the proposed subject easement or
- with a similar highest and best use to that of the subject, in that there was no likelihood of development either due to environmental issues, topography or location.

Each appraiser has prepared a summary of the impact which the proposed project easement will have on the property. Their summaries follow:

MEMORANDUM Amy Phillips January 15, 2025 Page Seventeen (17)

SUMMARY OF RIGHTS AS PREPARED BY MR. MARR

	Con	mparison of Rights	
Right	Before	After	Impact
Transferability	Owner has unlimited rights	Owner must notify Grantee	Minimal as the owner retains
	to sell, rent or mortgage.	of intent to sell	rights to sell, rent or mortgage
			the subject
Division of Property	Owner has unlimited rights	Allowed to subdivide once with the	Significant as the owner loses
	to divide property subject to	minimum split of 400 acres each	the rights to subdivide the
	County guidelines.	-	property allowed by zoning/FLU
Development Rights	The owner has rights to	Owner loses all rights to any	Significant as the owner loses
	develop the property as	future development	all of the development rights
	permitted by county guidelines		to the property and is confined
			to continued agricultural,
			silviculture & recreational use
A gricultural Use	Owner has unlimited rights	Owner can continue existing	Minimal impact since the land
	to maintain or expand	agriculture uses and also convert	located in the SNA is wetlads and a
	agricultural operations	as long as it is not in SNA	small portion of the subject, 285.89 Acres
Dannasianal Biaks	1		
Recreational Rights	Owner has unlimited rights	Owner has unlimited rights with regards to recreation	No impact as the owner
	with regards to recreation.	with regards to recreation	retains what appears to be all recreational rights
	0 1 2 2 2 1 1 1		
Roads	Owner has unlimited rights to construct roads and trails	No construction of new roads	No impact as the current roads
	to construct roads and trails	or jeep trails, but can continue	are adequate for agriculture use
D	One of the contract of the test	and maintain existing	N- i
Dumping	Owner has unlimited rights to	The easement prohibits	No impact since most property
	dumping subject to County &	dumping	owners would not purposely
	State guidelines		dump on their site
Mining, excavation, oil,	Owner has unlimited rights	Owner is prohibited unless it is	No impact as there is no mining in the
gas, minerals peat, etc.	subject to county and state	diagonal from an adjacent site and	area
	guidelines	does not adversely affect subject	
Hydrological Modification	Owner has unlimited rights	Owner is prohibited from	Moderate as these activities are
	subject to county and state	any hydrological activities	considered typical for these types
	guidelines	detrimental to water	of tracts
		conservation	
Nuisance, Exotic and Non-	Owner has unlimited rights	Owner shall not plant or	No impact, as these practices are
Native Vegetation Control	subject to county	encourage the spread of	generally followed anyway
	guidelines	invasive or exotic species	
Timber Harvesting	Owner has unlimited rights	Owner cannot harvest cypress	Some impact as the owner cannot
	subject to county	in the SNA	harvest timber in the SNA
	guidelines		
Cattle Grazing	Owner has right to graze	Owner may continue to	No impact, as the owner may
	cattle	graze cattle	continue cattle grazing
Exclusivity of Access	Owner has exclusive rights	Grantee has periodic rights	Moderate as this right of access
	to access and control others	ofaccess	and oversight is somewhat
	fromaccess		obtrusive
Mitigation Bank	Owner may permit property	Mitigation banks permitted	No impact, as the owner may still
	for a mitigation bank subject	_	use the property as a mitigation bank
	to county & state guidelines		

MEMORANDUM Amy Phillips January 15, 2025 Page Eighteen (18)

SUMMARY OF RIGHTS AS PREPARED BY MR. RHODES

Ownership Rights: Before & After Conservation Easement				
Ownership Right	Before	After	Impact	
Allow Access to Land	Owner's Discretion	Comply with notification	Minimal	
Future Development Rights	1 unit/10 AC or apply for re-zoning	Only (2) tracts at least 400 AC in size	Most Impact	
Transfer Rights	Permitted	Must notify; provide right-of refusal	Minimal	
Construction	Permitted	Farm Improvements only	Most Impact	
Cropland/Silviculture	Permitted	Permitted except in wetlands	Minimal	
Hunting/Camping	Permitted	Permitted	None	
Expansion of AG Uses	Permitted	Permitted except in wetlands	Minimal	

The property is now being valued in "subject to" consideration for the impact of the proposed restrictive easement and the property was appraised in a traditional manner. The highest and best use was determined and sales with a similar highest and best use were used by the appraisers.

Amy Phillips January 15, 2025 Page Nineteen (19)

HIGHEST AND BEST USE-AFTER

The proposed restriction requires that the appraisers re-visit their analysis of the highest and best use of the property, after the proposed easement is placed on the property. Both appraisers have again considered the four criteria of the highest and best use analysis (legally permissible, physically possible, financially feasible and maximally productive).

After the encumbrance of the easement the property may be divided into two separate parcels with a minimum size of 400 acres each. In addition, the proposed easement does not permit any residential structures on the property. The easement will allow selective silviculture, agriculture and recreation, as well as other silviculture uses that are not more intensive than those already established. This is inferior to the highest and best use as unencumbered by the perpetual conservation easement as certain existing rights have been restricted and future potential change has been reduced to a maximum density of up to two homes.

Both appraisers considered the rights that would be lost once the proposed easement is placed on the property. Both appraisers concluded that the highest and best use after the easement is for silviculture, agriculture and recreation. The conservation easement will cover the entire tract.

AFTER VALUATION-MARR APPRAISAL

Mr. Marr analyzed four sales which ranged in size from 667 acres to approximately 3,370 acres. The sales occurred between December 2021 and July 2023. Prior to adjustments, the sales ranged in price per acre from \$1,161 to \$2,712. Mr. Marr considered adjustments for financing/conditions of sale, financing, market conditions, location, access/road frontage, uplands, topography, size/shape, zoning/future land use, improvements and conservation easement. He applied qualitative adjustments to the sales and concluded that one sale was inferior, one sale was similar and two sales were superior. Mr. Marr concluded a value of \$2,100 per acre. This reflected a value indication of \$3,745,000 (rounded). Mr. Marr's conclusion is reasonable and is well supported. His sales share the same highest and best use as the subject.

AFTER VALUATION-RHODES APPRAISAL

Mr. Rhodes analyzed three sales which ranged in size from 667 acres to approximately 3,370 acres. The sales occurred between January 2023 and July 2023. Prior to adjustments, the sales ranged in price per acre from \$1,161 to \$2,712. Mr. Rhodes considered adjustments for property rights, financing, conditions of sale, time/market conditions, location, frontage/access, zoning/land use, physical characteristics, conservation easement and size. In the final analysis, one sale was inferior, one was similar and one sale was superior overall when compared to the subject. Placing most weight on the most similar sale, Mr. Rhodes correlated to \$2,100 per acre. This reflected a value indication of \$3,740,000(rounded). Mr. Rhodes' conclusion is reasonable and is well supported. His sales share the same highest and best use as the subject.

Amy Phillips January 15, 2025 Page Twenty (20)

The following table summarizes the "After" unit value conclusions reached by the appraisers:

Appraiser	Tract Size – Acres	Price Per Acre	After Value
Marr	1,782.57	\$2,100	\$3,745,000(rounded)
Rhodes	1,782.57	\$2,100	\$3,740,000(rounded)

The following table summarizes the final value conclusions reached by the appraisers:

Appraisers	Before Value	After Value	Restrictive
			Easement Value
Marr	\$9,805,000	\$3,745,000	\$6,060,000*
Rhodes	\$9,450,000	\$3,740,000	\$5,710,000*

^{*}Both appraisals are subject to the hypothetical condition that the proposed easement exists in the after scenario. The appraisals are also subject to the extraordinary assumption that the conservation easement will be substantially similar to the one provided.

HYPOTHEHETICAL CONDITIONS:

Because the proposed conservation easement is not in place as of the date of appraisal, the appraisers made the hypothetical condition that the conservation easement, as outlined in the report, is in place as of the appraisal date.

The use of this hypothetical condition may impact the assignment results.

EXTRAORDINARY ASSUMPTIONS:

The proposed Conservation Easement provided to the appraisers reflects a draft copy only and has not been accepted by the parties involved. Therefore, it is an assumption of this valuation and this review that the finalized Conservation Easement will be significantly similar to the draft version. If the terms and conditions of the Conservation Easement are revised or amended, the appraisers and the reviewer reserve the right to revise the analysis and valuation based upon these changes. There are no other extraordinary assumptions in the appraisals or in the review.

Amy Phillips January 15, 2025 Page Twenty-one (21)

The scope of the review involves developing an opinion to address the five specific qualities in the work under review. These include completeness, accuracy, adequacy, relevance and reasonableness.

- Completeness: Both appraisal reports satisfy the requirements of the Supplemental Appraisal Standards for the Board of Trustees and the Uniform Standards of Professional Appraisal Practice.
- Accuracy: Overall, the reports meet the general requirements described in the appraisal
 instructions specific to the assignment and accurately reflect the assignment conditions.
 The math and analysis with the reports is accurate. The reports accurately discuss the
 approaches to value used, and those not used. The valuation methodologies used are
 appropriate and correctly applied.
- Adequacy: The work presented in each appraisal report meets the minimum requirements
 for its intended use. Following the stated scope of work in the appraisals, and in
 compliance with the Supplemental Appraisal Standards for the Board of Trustees (March
 2016), the documentation, verification, information, data, support and analysis in each
 report is adequate and meets minimum requirements.
- Relevance: Overall, the appraisal reports contain significant data and reasonable analysis that is appropriate and relevant to the conclusions and opinions. The Sales Comparison Approach was relevant and applicable in both appraisal reports, as it mirrors the thinking of buyers and sellers in the marketplace. Qualitative analysis of the subject and sales was used in both appraisals, in which the appraisers relied upon logical reasoning to differentiate the magnitude of a positive or negative adjustment in certain areas of adjustment. Neither appraiser considered the Cost or Income approach to value, as they were not considered relevant to the valuation of vacant land.
- Reasonableness: The data, analyses, conclusions and opinions of value in both reports are considered reasonable and adequately supported overall.

Based on these conclusions, I find both appraisal reports for the subject property to be reasonably supported, appropriately analyzed and adequately performed in accordance with generally accepted appraisal practices. Further, I find the opinions of value to be credible and adequately supported given the scope of work, and the intended use of the appraisal.

Therefore, it is my opinion that the appraisals adequately meet the requirements of the Supplemental Appraisal Standards for Board of Trustees, revised March 2016, the Uniform Standards of Professional Appraisal Practice, effective January 1, 2024.

THE REVIEWER APPROVES THE APPRAISAL REPORTS

CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have previously performed professional services (reviewed appraisals for same intended user and use)
 associated with the subject property over the three-year period immediately preceding acceptance of this
 assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of
 predetermined assignment results or assignment results that favors the cause of the client, the attainment of
 a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this
 appraisal review.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the subject of the work under review.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

The appraisals reviewed are in substantial compliance with the Uniform Standards of Professional Appraisal Practice, the Supplemental Appraisal Standards for the Board of Trustees, as well as Rule 18-1.006, Florida Administrative Code (FAC).

Rhondallewolf
Rhonda A. Carroll, MAI, AI-GRS, AI-RRS

Real Estate Appraiser RZ 459

State Certified General

January 15, 2025 Date