



# Florida Department of Agriculture and Consumer Services



Nicole "Nikki" Fried, Commissioner

## Rural and Family Lands Protection Program (RFLPP) 2018 Selection Committee Project Priority List

Tier 1 Projects (54)	Tier 1 Projects (54) continued	Tier 2 Projects (53)	Tier 2 Projects (53) continued	Tier 3 Projects (37)	Tier 3 Projects (37) continued
Adams Alapaha Farm	Howze Ranch	Albritton's Hart Pasture	Natural Bridge Creek	AVT Ranch	Jordan Ranch
Adams Farm	JB Ranch	Bibby Farms	Ogden Property	Bar Rocking C Ranch	Kickin Tires Ranch
Adams Ranch	Keen Family Ranch	Brant Ranch	Pallardy Ranch	Borders	Lowder's Gulf Hammock
Adams St. Lucie	Lykes Ranch, Ingram's Crossing	Bucket Creek Preserve	Palmetto Prairie	Crooked Creek Ranch	Meeting House Groves
Arbuckle Creek Ranch	Lyme Lafayette	Carlton Upper Horse Creek Ranch	Phillips Ranch	Curren Dairy	Misty Farms
Blackbeard's Ranch	Micco Bluff Ranch	Corbin Farms	Powers Property	Cypress Creek Grove	Pender Farms
Blue Cypress Lake Ranch	Osowaw Ranch	Deep Creek Reserve	Promise Fields	Dry Creek Plantation	RM Farm
Buck Island Ranch	Pelacz & Sons	Donaldson Tract	Rainey Pasture	Faunita Hardee Trust	Robert E. Teague, Jr.
C&G Cattle Company	Perry Smith Family	Florida Trail Trust	Randy Byrd Farms	Four Star Timber	Robinson Ranch
Canaan Ranch	Rafter T Ranch	G-3 Ranch	Rawls Ranch	Geraci King Ranch	Shingle Spring
Cannon Family Farm	Ravensworth	Hardt Winter	Ruff Diamond	Grover Rivers Farm	Silver Spur Tree Farm
Charlie Creek Cattle Company	Ridgewood Ranch	Harrell Family Farms	Russakis Ranch III	Grubb Ranch	Stokes Farm
Christmas Creek Ranch	Rocking 7 Ranch	Hogan-Tillman Family Heritage Farm	Ryals Citrus and Cattle	Hadden Tree Farm	Syftett Ranch
Clemons Oak Creek	Rocking Bar W Ranch	Heritage Farm	Sampala Lake Ranch	Hidden T Ranch	Tree-O Groves
Coastal Headwaters - Blackwater Tract	Rodman Plantation	Joseph Miller	Satoriwa	Hiers Farm	Waccassa Plantation
Coastal Headwaters - Coldwater Creek	Sandy Gully	Junior Louis Ranch	Singleton Family Farm	Holfield Family Farms	Williams Ranch
Coastal Headwaters Longleaf Forest	Santa Fe Ranch	Kanapaha Ranch	South Prong	IT-E-IT Ranch	Witherspoon Timberland Tracts
Cow Creek Ranch	Sleepy Creek South Tract	Kirkland Farm	Summers Pasture	JA Cattle	Zinn Farm
Double C Bar Ranch	Southport Ranch	KPB Cattle Company	The Darroh Property	John Campbell Family Lands	
Double C Ranch	SY Hartt	K-Rocker	The Flatwoods		
Espedeco	Tippen Bay Ranch	Kuder Ranch	The River Property		
Florida Commission Co Ranch	Todd Clemons Unit One	Lewis Friend Farms Ranch	Tilton Family Farm		
FX Bar Ranch	Triple S Ranch - Citrus	Lightsey Cove	Tyree Trust		
Goolsby Ranch	Triple S Ranch - Okeechobee	Limestone Creek Ranch	Uncle Matts		
Hall's Tiger Bay Ranch	Welaka Ranch	Long Ways Nature Ranch Trust	Watson Farm		
Heart Bar Ranch	Welmanee Plantation	Los Ninos Farm	Wetland Preserve		
Hendrie Ranch	Wesley Smith Family Farm	Lyme Gilchrist Forest			
		Lyme Gilman			



**Florida Department of Agriculture  
and Consumer Services,  
Florida Forest Service**



**Charlie Creek Cattle Company  
Hardee County, Florida**

**2017 Project Evaluation Update  
(Project Submitted for 2015 Cycle)  
Prepared by Florida Forest Service**



**Rural & Family Lands Protection Program**  
*“Protecting Florida’s Agricultural Lands into the Future”*

# Rural and Family Lands Protection Program

## Project Summary

**Project Name:** Charlie Creek Cattle Company

**Owner(s):** Michael C and Carol Butt Waller Sanders

**County(ies):** Hardee

**Total Land Area:** 3,440 acres / Upland: 2,300 acres  
Wetland: 1,140 acres

### Land Uses:

**Improved Pasture:** 1,200

**Native Pasture:**

**Row Crops:**

**Sod:**

**Hay / Silage:**

**Citrus:**

### Planted Timber:

**Natural Forest (Upland):** 900

**Natural Forest (Wetland):** 300

**Marsh / Wet Prairie:** 1,040

**Other:**

### Agricultural Uses:

- Cow/Calf

### Property Description:

The property is being managed as a cow/calf operation with improved pasture and native range. There are bottomland hardwood natural areas and wildlife travel corridors. Charlie Creek flows through the property. Multiple wetland habitats are on the property including an open marsh. A platted subdivision has been established northeast of the property and phosphate mining is occurring north of the property.



## Public Purposes as Determined by the DACS Technical Team

### Does the Project Comply with RFLPP Goals and Objectives:

Score  
(None, Low, Moderate, High)

- Protects the integrity and function of working landscapes High
- Ensures opportunities for viable agricultural activities on working lands threatened by conversion to other uses High

### Does the Property Meet Any Public Purposes:

Score  
(None, Low, Moderate, High)

- Perpetuates open space on working lands that contain significant natural areas: High
- Protects, restores or enhances water bodies, aquifer recharge areas including upland and springsheds, wetlands, or watersheds: High
- Promotes a more complete pattern of protection, including buffers to natural areas, ecological greenways, functioning ecosystems and military installations: High
- Promotes the restoration, enhancement or management of species habitat: High

## **Agricultural or Silvicultural Legacy**

This ranch was acquired and cleared by Carol Sanders grandfather Mel Smith who moved from Georgia and settled here in the early 1920s cutting the pine timber and converting to pasture. The property has been managed by the family as a commercial cow-calf operation for the past 90 years. The Sanders continue to enrich the long legacy of agricultural production through further clearing of vegetation in the mesic flatwoods, where vegetation required additional clearing and burning to improve grazing value. There are numerous seasonal “flag” ponds that support winter grazing but which also support a rich abundance of birds and wildlife. The Sanders however have maintained a vital natural component of native flatwoods, live oak hammocks and a large area of intact river floodplain forest - associated with Charlie Creek - which flows through the middle of the ranch for more than 3 miles. They actively burn all the native flatwoods every 2-4 years. Given this unique matrix of habitat and an active feeding program – the ranch teams with wildlife, which can be seen wherever one looks. Given its location just south of the expanding phosphate mines to the north, its large area of native wetlands protecting the upper watershed of Charlie Creek ,its abundant wildlife, and its nearly century of agricultural production by the Smith/Sanders families – this is truly an incredible project

Historic Ft Meade-Avon Park road crosses property, with remnants of old bridge crossing of Charlie Creek. Four old homesteads sites, including the relatively intact “Frank Camp” house structure occur on property. Property also site of original Shady Oak Church. Two historic artesian wells present.

### **DACS Staff Assessment (site visit) – Agricultural Legacy:**

Score  
(None, Low, Moderate, High)

- Benefits related to agric/forestry legacy, historical structures, etc. High

## Description of Agricultural Uses from DACS Technical Team Site Visit

### Silviculture Operations

Several hundred acres of mesic flatwoods exist with a low to moderate density of mostly merchantable slash pine occur on the property; however the landowner presently is not engaged in any kind of forest management activities.

The landowner over past year engaged a local cabbage palm nursery company who scavenged 75 to 100 acres of areas with heavier palm densities to dig and remove a sizable number of specimens. Mr. Sanders was using this vendor to reduce the cabbage palm densities to improve burning opportunities and/or increase groundcover vegetation for cattle grazing.

	<u>Score</u>
	(None, Low, Moderate, High)
<b>DACS Staff Assessment (site visit) – Silviculture/Forestry</b>	
• Silvicultural BMP's followed during forestry operations(Yes/No)	N/A
• Quality of forestry/ silvicultural operations	N/A
• Suitability of the project's land for long-term forestry / silvicultural use	N/A

### Cow / Calf - Livestock Operations

The Sanders raise a herd of 125 head of commercial Brangus crossbred cattle and have a herd of approximately 50 head of Purebred Brahman cattle. They retain some heifers for replacements as well as group replacement heifers to sell to commercial cattle producers. Average body condition score of cattle observed was 7. Cattle just weaned 500+ lb calves. Controlled breeding program places bulls in with cows for 120-day breeding program. All cattle are individually identified with bangle tags & Brucellosis calfhood ID tags. Cattle are on a prescribed herd health program including vaccinations and de-worming. Molasses, hay and free choice mineral are utilized as needed for supplemental feed.

Pasture grasses are bahia and native grasses. Much of marsh/wet prairie is available for winter grazing. Stocking rate is adequate and the grazing conditions are excellent. Rotational grazing is an important part of the Sanders management system. Fertilizer is applied once a year and soil samples are conducted. Weed control is very effective as evident of the pastures. Pasture burning is conducted every other year during the early spring. Wells with water tanks are available to the cattle. Cows also have access to the creek and ponds.

Pens, fences and gates are all in excellent condition. Home site, equipment barn and horse barns are on the property with a small cabin along the creek bank.

	<u>Score</u>
	(None, Low, Moderate, High)
<b>DACS Staff Assessment (site visit) - Cow / Calf Operations</b>	
• Beef quality assurance guidelines implemented (Yes/No)	Yes
• Quality of cow-calf / livestock operations	High
• Suitability for long-term ranch / cow-calf /or other livestock use	High

**Farming Operations / Other Agricultural Uses**

N/A

**Participation in Government Partnerships / Cost Shares**

Has not participated in any government programs or cost share. They prefer to not get involved with government programs.

**Overall DACS Agricultural Production / Marketing Observations**

This is one of the elite operations visited. The quality of the cattle speaks for themselves. They are in the cattle business for the love of their cattle and the lands they graze on. Even though they have not signed up with the state they are implementing the Best Management Practices because it is the right thing to do. They rotate the cattle through a rotational program. Their marketing of their calves is done through a video auction where they will retain 20% of the heifers for replacements. They topped the market for Florida calves the week they sold due to the history of raising quality calves that go on to the feedlots and perform for the feedlots. This family knows that they are tasked with the job of protecting maintaining and enhancing the land which provides there living and they take it to heart.

	<b><u>Score</u></b>
	<small>(None, Low, Moderate, High)</small>
<b>DACS Staff Assessment (site visit) –Overall Agric. Production:</b>	
• Participation in the DACS Agricultural BMP Program (Yes/No)	Yes
• Quality of agricultural production	High
• Suitability of project for long-term agricultural use	High

**Property Maintenance & Other Activities**

**Prescribed Fire Regime**

Mr. Sanders actively attempts to burn all his pine flatwoods into the hammock edges every 2 to 4 years. He averages 150 to 200 acres of pine/palmetto forest prescribe burned each year. Burns generally had a mosaic look and were well executed.

**Presence of Non-Native Invasive Species**

The ranch traps 150-200 hogs every year, which are largely sold for consumption, “Too many people hungry in the world” to be shooting / burying them. Tropical soda apple is treated routinely. Cogon grass has not been a problem until this year. He has sprayed the corridor along SR 64. The Sanders work diligently on a spraying program to control these nuisance species

**Recreational Use / Hunting**

The Sanders actively provide feed for multiple wildlife species throughout the property. Hunting is by the family only. All hogs trapped or shot provide food for someone...”nothing is wasted”. No commercial hunting leases.

**Agricultural/Forestry Government Program Participation:**

<b><u>DACS BMP Notice of Intent (Program Title)</u></b>	<b><u>NOI Date</u></b>	<b><u>Acres</u></b>
12302 Cow / Calf	08/23/2013	1,743.2

## Natural Features – Habitat and Wildlife Resources

### Florida Natural Areas Inventory (FNAI) Observations (2017 Update):

The Charlie Creek Cattle Company proposal includes approximately 4,440 acres (per application; 3,432 as determined in GIS) in northeastern Hardee County. The boundaries in GIS matched the map supplied in the application, so the discrepancy is not obvious. It is a contiguous piece of property containing a large swath of the upper portion of Charlie Creek, which eventually flows into the Peace River. The Lake Wales Ridge is 4 miles to the east. Wauchula is about 9 miles to the southwest, and Avon Park, in Highlands County, is roughly 6 miles to the east. Old Town Creek Road is adjacent on the eastern side of the property, and State Road (SR) 64 runs along the southern side.

Charlie Creek flows south for 3 miles from the northern boundary through the western half of the property and leaves the property at the southern end near SR 64. The creek flows freely for the first quarter of its length through the ranch and is then mostly channelized from there southward. Much of the western half of the ranch is dominated by hammocks and wet/ mesic flatwoods that border the creek in a wide (1.5 miles at the widest point at the northern end) band extending down the western side. A large marsh appears to be near the southern end, west of the channelized part of the creek.

Two small, partially channelized creeks enter the property from the east. The applicant uses roller chopping and prescribed fire to help with management and also appears to treat invasive plant species as needed. They also supplement food for wildlife. Improved pasture makes up most of the eastern half of the property. Historically, wet/mesic flatwoods was probably the dominant natural community in what is currently pasture lands.

Although no rare species are documented on the property, the application reports the presence of gopher tortoise, Sherman's fox squirrel, burrowing owl, and Florida Sandhill crane. Some wide ranging species that are cited in the application and may pass through the property include eastern indigo snake, Florida black bear, and swallow-tailed kite. Cutthroat grass is also mentioned; this would be interesting to document. The southeastern corner of the site is just within the 'common' designation of Florida black bear range for the Glades/Highlands population as denoted by the Florida Fish and Wildlife Conservation Commission.

### **FNAI Assessment - Habitat and Wildlife Resources**

- Overall benefit as related to natural resource benefit

### **Score**

(None, Low, Moderate, High)

Moderate

## Natural Features (continued)

### DACS Technical Team Site Visit Observations:

Large marshes and floodplain swamps and hammocks associated with Charlie Creek are present protecting a substantial area of the upper watershed of this wetland system and providing abundant habitat for large numbers of wildlife. Aerial maps of the property show this mix of forested wetland, hammock and flatwoods to be the largest area of undisturbed natural habitat in the upper watershed of Charlie Creek. The well burned flatwoods and hammock edges are burned routinely by the Sanders. Stands of scattered, mature slash pine occur in scattered areas in the upland flatwoods, with an understory largely of saw palmetto. Other than a recent wide-ranging cabbage palm harvest – there has been no forestry activity or timbering. There are acres of river swamp with cabbage palm, gum and oak trees and cypress in the deeper, less disturbed wetland zones. Small pockets of cutthroat grass were observed. Gorgeous live oak hammocks occur throughout the property and half a dozen “angel” live oaks lay their large limbs at the site of the original homestead property.

Deer, wild hogs, wading birds and wild turkey were all observed in abundance. The landowner also reports observing quail, dove, ducks, rabbits and squirrels.

There is at least one active bald eagle nest on the property. The landowner states that Eastern indigo snakes are common and burrowing owls and sandhill crane are present. Also found on the property are gopher tortoises and Sherman’s fox squirrels. Pockets of cutthroat grass were observed.

	<u>Score</u>
<b>DACS Staff Assessment (site visit) – Natural Features</b>	(None, Low, Moderate, High)
Overall significance / condition of natural areas / wildlife / species habitat	High

### Florida Fish and Wildlife Conservation Service (FWC)

The FWC uses the Integrated Wildlife Habitat Ranking System (IWHRS 2009) Geographic Information System (GIS) model to interpret wildlife habitat value on a scale from 0 to 10; a rank of 10 being of greatest value. This GIS model ranks landscape level wildlife habitat of importance to terrestrial vertebrates including listed species, focal species, or species that are otherwise rare or imperiled. Application of this model assists in the identification and conservation of important wildlife habitats.

Multiple GIS data sources (other than IWHRS) show that this property is located within priority habitats and/or corridors.

The project has an IWHRS 2009 mean score of **5.8**.

	<u>Score</u>
<b>FWC Assessment - Habitat and Wildlife Resources:</b>	(None, Low, Moderate, High)
● Overall natural resource benefit	High



## Hydrological Resources and Conditions

### Southwest Florida Water Management District Observations (SWFWMD):

Greater than 50% of the property intersects the 100-year floodplain (A). Charlie Creek flows through the property and eventually drains in to the Charlie Creek above the Peace River basin (fecal coliform).

Numerous ephemeral and forested freshwater wetlands occur on this property. The majority of the property is located within a recharge zone of 0.01-3.0 inches per year. The property is not located within any known springsheds. No known spring vents occur on the property.

### **SWFWMD Assessment – Hydrological Resources:**

- Overall hydrological resource benefit

### Score

(None, Low, Moderate, High)

Moderate

### DACS Technical Team Site Visit Observations – Hydrological/Wetland Conditions:

This property is very diverse in its wetland and ecology systems. Just south of its confluence with Old Town Creek, Charlie Creek stretches through this property and has a series of adjacent recharge flag ponds as well as larger high water marshes (including one nearly 200-acre open marsh), that serve to filter storm water runoff. The creek bank is protected by oak and cabbage palm hammocks and floodplain cypress wetlands. Other than the section of the creek that was channelized across the pastures years ago, the wetlands are largely intact, functioning and are well protected and managed by the owners. Some areas of the creek exhibited heavier than normal quantities of aquatic weeds. This is an important property in terms of water quality and wetland preservation

### Basin Management Action Plan

Is the property located within a geographic region protected by a Basin Management Action Plan as adopted by DEP Executive Order?(yes / no) **No**

**A Basin Management Action Plan (BMAP)** is the "blueprint" for restoring impaired waters by reducing pollutant loadings to meet the allowable loadings established in a Total Maximum Daily Load (TMDL). A BMAP represents a comprehensive set of strategies - permit limits on wastewater facilities, urban and agricultural best management practices, conservation programs, financial assistance and revenue generating activities, etc. - designed to implement the pollutant reductions established by the TMDL. These broad-based plans are developed with local stakeholders - relying on local input and local commitment - and BMAPs are adopted by Secretarial Order to be enforceable.

## Connectivity / Buffering Benefit

### Florida Department of Environmental Protection Observations (DEP):

Adjacent to Old Town Creek Watershed Florida Forever Project which is now under easement to DEP. The inclusion of this property would help to provide a more complete management landscape in the area, while also providing buffering opportunities from surrounding development.

	<u>Score</u>
<b>DEP Assessment – Connectivity / Buffering Benefit:</b>	(None, Low, Moderate, High)
• Connectivity / Linkages / Potential benefits	High
• Buffering and the potential benefit	High

### Adjacent Public Land Manager’s Observations:

This RFLPP project provides critical connectivity benefit given it lying immediately south of the existing Fussell Farm RFLPP conservation easement and contiguous with the (Phase 1) Charlie Creek Cattle RFLPP easement.

This RFLPP project provides critical buffering benefit to the agricultural operation and conservation values of the two easements mentioned above.

	<u>Score</u>
<b>Adjacent Public Land Manager Assessment:</b>	(None, Low, Moderate, High)
• Connectivity/Linkages benefit	High
• Buffering benefit	High

### Florida Natural Areas Inventory (FNAI) (2017 Update):

Old Town Creek Watershed Florida Forever BOT Project is within a mile to the northeast, and Lake Wales Ridge Ecosystem Florida Forever BOT Project (Silver Lake) is 5 miles to the south. The South Fort Meade Hardee County Conservation Easement (DEP), containing much of Little Charlie Creek, is about 5 miles to the west at its closest point. Sun ‘n Lakes Preserve (Highlands County) is just less than 4 miles to the southeast on the Highlands County line, and Saddle Blanket Scrub Preserve (The Nature Conservancy) is about 5 miles to the northeast in Polk County. Directly to the north is Fussell Farms Old Town Creek Agricultural and Conservation Easement, a RFLPP easement and a portion of Charlie Creek Cattle Company is under a RFLPP easement. There are two RFLPP proposed projects nearby: Rocking Bar W Ranch which adjoins the northern boundary, and C&G Cattle about 0.5 mile to the north.

	<u>Score</u>
• Landscape Connectivity and Contribution	(None, Low, Moderate, High) High

### Benefits to the Rural and Family Lands Protection Program:

• Is the Project adjacent to Existing Project(s): (Yes/No) Fussell Farms Old Town Creek Charlie Creek Cattle Company	Yes
• Is the Project adjacent to 2017 Potential Project(s): (Yes/No) C & G Cattle Rocking Bar W	Yes

## Land Planning and Growth Management

### Florida Department of Economic Opportunity Observations (DEO):

#### Land Use Designation

The property's existing use is Agriculture and it supports an active cattle ranch on both improved pastures and native range. The majority of surrounding properties are characterized by pasture lands and farming.

#### Threats of Conversion

The site is accessible by 3 public roads which could possibly facilitate some commercial development: Old Town Creek Road to the East, State Road 64 to the South, and Morgan Grice Road to the West. The property could have Industrial uses, such as mineral extraction, but would be limited by wetland areas (approximately 900 acres). Residential developments within the Agriculture designation with 20 or more units require 80% open space. Subdivision into 5 acre plots is possible, but unlikely due to open space requirements and wetlands.

#### Development Trends

There is a platted subdivision across Old Town Creek Road, adjacent to the northeast corner of the site. There is established mining activity to the north. There are residential mobile home land uses to the south, along SR64.

#### DEO Assessment - Land Planning and Growth Management:

- Overall level of threat of conversion

#### Score

(None, Low, Moderate, High)

Moderate

#### Is Project Within a Land Stewardship Area: (Y/N)

No



# Florida Forest Service Charlie Creek Cattle Company

Hardee County, Florida

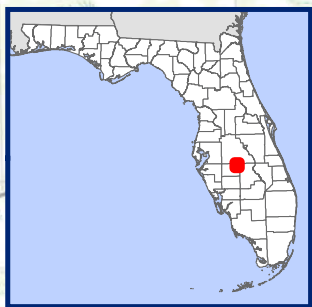
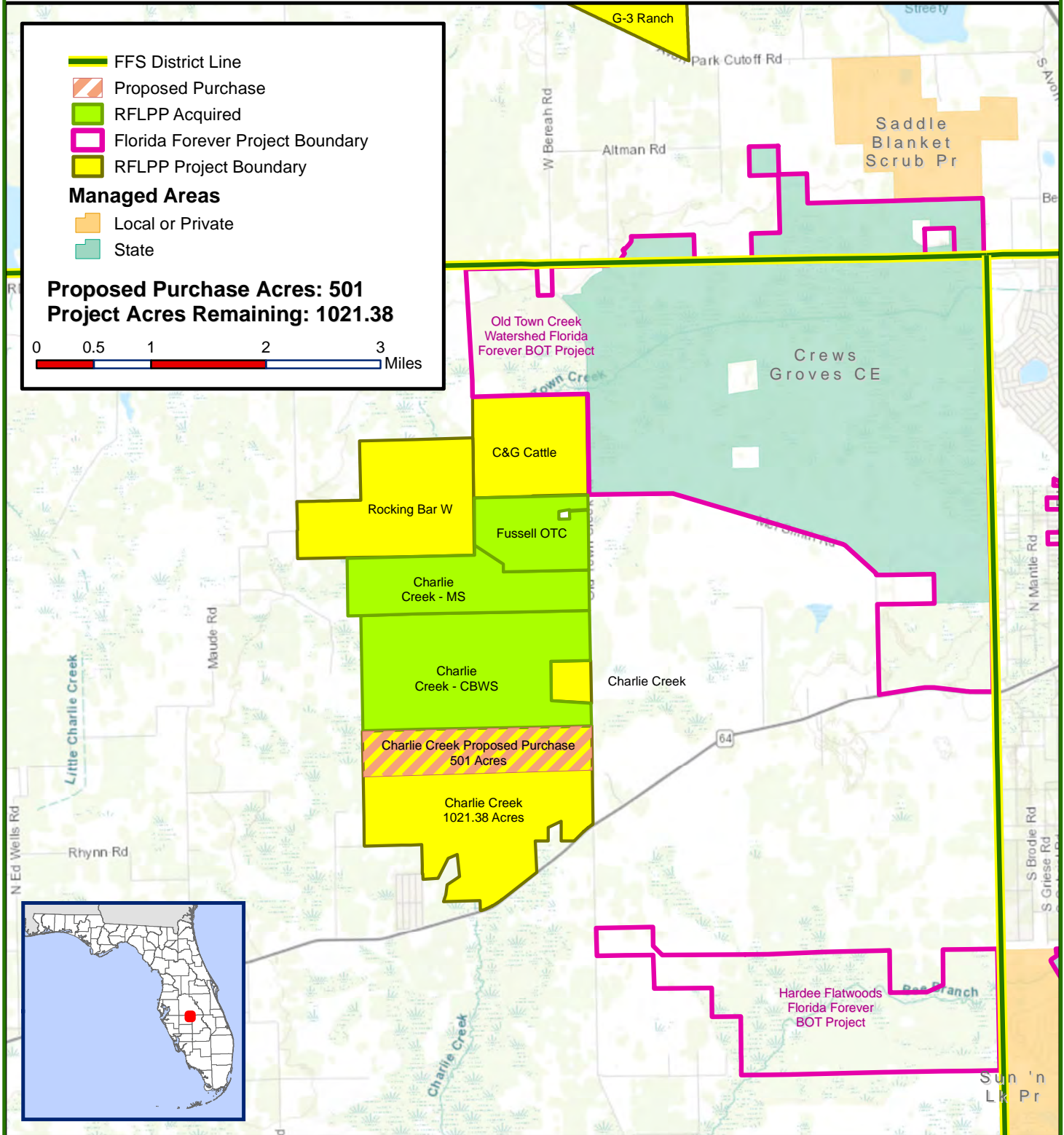
Map Date: March 14, 2022

FFS District Line  
 Proposed Purchase  
 RFLPP Acquired  
 Florida Forever Project Boundary  
 RFLPP Project Boundary

**Managed Areas**

Local or Private  
 State

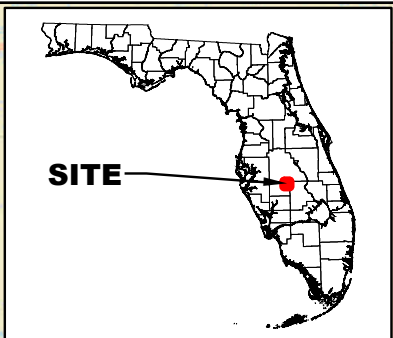
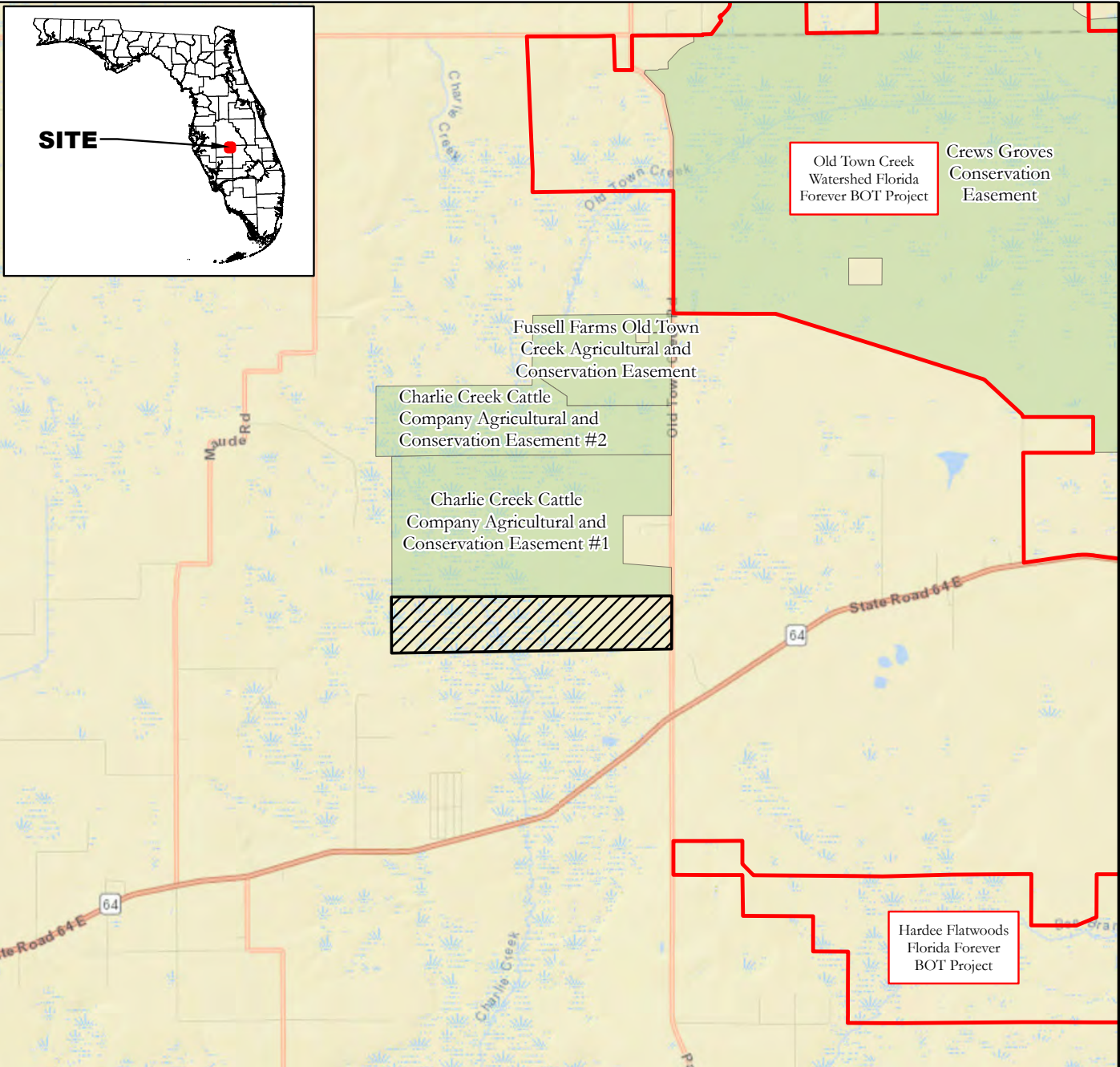
**Proposed Purchase Acres: 501**  
**Project Acres Remaining: 1021.38**



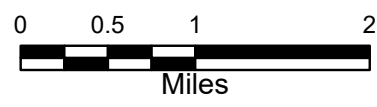
NIKKI FRIED, Commissioner  
 Florida Department of Agriculture and Consumer Services  
 Erin Albury, Director  
 Florida Forest Service







 Subject Parcel  
 Florida Forever Project Boundaries  
 State Managed Conservation Lands



**Charlie Creek Cattle Co.**  
 Owner: Carol Waller Sanders  
  
 Hardee County, Florida

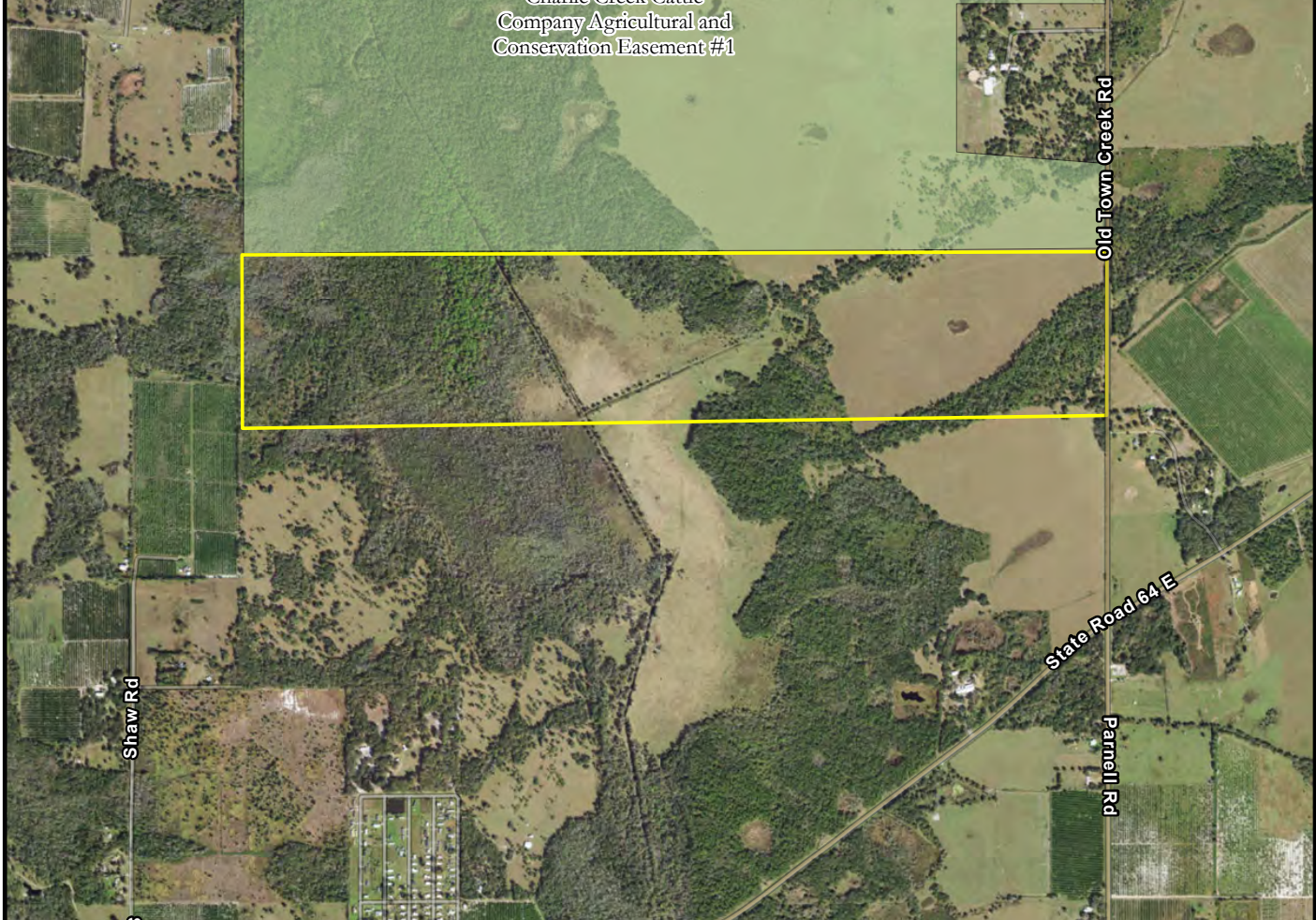
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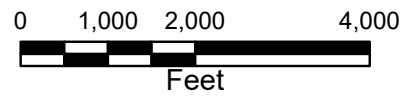


Charlie Creek Cattle  
Company Agricultural and  
Conservation Easement #2

Charlie Creek Cattle  
Company Agricultural and  
Conservation Easement #1



- Subject Parcel
- State Managed Conservation Lands



**Charlie Creek Cattle Co.**  
Owner: Carol Waller Sanders

Hardee County, Florida

File Location: \\FLDEPI\tech\_esd\Counties\_GIS\Hardee\Appraisal\_Charlie\_Creek\_Cattle\_Co\Carol Waller Sanders\GIS\Charlie\_Creek\_Cattle\_Co\_Carol\_Waller\_Sanders.aprx  
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Map Created By: GW Stelter

Project: Charlie Creek Cattle Company  
Carol Waller Sanders #2  
Hardee County

## OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between CAROL BUTT WALLER, also known as CAROL BUTT WALLER SANDERS, whose address is 805 Old Town Creek Road, Zolfo Springs, Florida 33890 as "Seller," and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Agriculture and Consumer Services ("FDACS"), Florida Forest Service, 3125 Conner Boulevard, C-25, Tallahassee, Florida 32399-1650, as "Buyer." Buyer's agent in all matters shall be the Florida Forest Service.

1. GRANT OF OPTION. Seller hereby grants to Buyer the exclusive option to purchase a perpetual conservation easement (the "Easement") in the real property located in Hardee County, Florida, described in Exhibit "A" (the "Property"), in accordance with the provisions of this Agreement. This Option 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 Option 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 approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 120 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by 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 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. PURCHASE PRICE. The purchase price for the Easement is ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00) ("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 Section 253.025(8), Florida Statutes ("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's approval of the survey required in paragraph 6.

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

applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price".

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

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

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

6. SURVEY. Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

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

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

9. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Buyer a perpetual, enforceable conservation easement in substantially the same form as 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 Option 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 Option 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 Option 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 Option Agreement or the Easement be subordinated in any other respect.

10. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the easement described in paragraph 9 of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on FDACS forms provided by FDACS.

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

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

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



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

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

15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property and warrants that the conservation easement shall be transferred and conveyed to Buyer with the Property in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the conservation easement or the Property that are not readily observable by Buyer or which have not been disclosed to Buyer.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash, and debris (hereafter, "trash and debris") from the Property to the satisfaction of FDACS prior to the exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

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

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

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

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

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

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

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

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

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



25. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of FDACS, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of FDACS, and shall be subject to the final approval of FDACS. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties. Any reduction in the square footage area of the Property resulting from changes in the legal description of Exhibit "A" or more accurate survey of the Property shall result in pro rata reduction of the purchase price for the Property, which reduction shall not constitute an adjustment to purchase price as contemplated in Paragraph 3.B above.

Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the FDACS have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

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

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

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

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

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

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

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE \_\_\_\_\_ BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE FDACS APPROVED VALUE OF THE EASEMENT, AND (2) FDACS APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

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

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

SELLER

[Signature]  
Witness as to Seller

Car B L  
CAROL BUTT WALLER a/k/a CAROL BUTT WALLER SANDERS

BILL STATION  
Printed Name of Witness

2-22-2022  
Date signed by Seller

Sandra Harbarugh  
Witness as to Seller

Phone No. [Redacted]  
8 a.m. – 5 p.m.

SANDRA HARBARUGH  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

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

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of Feb, 2022.

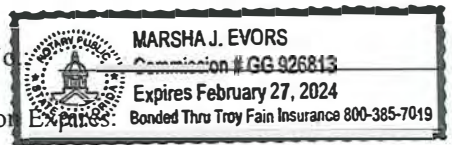
(NOTARY PUBLIC SEAL)

Marsha J Evors  
Notary Public

Marsha J EVORS  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.

My Commission Expires:



BUYER

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

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

\_\_\_\_\_  
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  
COUNTY OF LEON

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2022.

(NOTARY PUBLIC SEAL)

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

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

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

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

## **Schedule of Exhibits and Addenda**

Exhibit A – Legal Description

Exhibit B - Deed of Easement

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

Exhibit B to Deed of Easement – NRCS Minimum Deed Terms for Agricultural Easements

Exhibit C to Deed of Easement – Significant Natural Areas Map

Exhibit D to Deed of Easement – Charlie Creek Cattle Company CWS#2 Easement Monitoring Form

Addendum 1 – Beneficial Interest and Disclosure Affidavit (Individual)



**EXHIBIT "A"**  
**TO OPTION AGREEMENT FOR SALE AND PURCHASE**

The North 2,110 feet of the Northeast quarter of Section 30; the North 2,110 feet of Section 29 and the North 2,110 feet of the Northwest quarter of Section 28 lying West of Old Town Creek Road, all the above lying in Township 33 South, Range 27 East, Hardee County, Florida.

This legal is for appraisal purposes. There may be revisions based on a boundary survey and title insurance commitment of the property.

**BSM APPROVED**

**By: J.A. Date: 10/11/2021**

Charlie Creek Cattle Co.  
Carol Waller Sanders  
Hardee County

## EXHIBIT 'B' TO DEED OF EASEMENT

This instrument prepared by and returned to:  
Florida Forest Service  
The Connor Building, Room 237  
3125 Conner Boulevard  
Tallahassee Florida, 32399-1650

Project Name:  
Charlie Creek Cattle Company  
Carol Butt Waller Sanders #2

### DEED OF EASEMENT

**THIS GRANT OF EASEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, by CAROL BUTT WALLER, also known as CAROL BUTT WALLER SANDERS, whose address is 805 Old Town Creek Road, Zolfo Springs, Florida 33890, ("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 ("FDACS"), 3125 Conner Boulevard, Tallahassee, Florida 32399-1650, ("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 Easement shall be sent to the parties at the following addresses.

**Grantor:** Carol Butt Waller Sanders, whose address is 805 Old Town Creek Road, Zolfo Springs, Florida 33890.

**Grantee:** Board of Trustees of the Internal Improvement Trust Fund, Florida Department of Agriculture and Consumer Services, Florida Forest Service, whose address is 3125 Conner Boulevard, Tallahassee, Florida 32399-1650. Attention: Program Director, Rural and Family Lands Protection Program.

**United States:** Natural Resources Conservation Service, whose address is 4500 SE 27<sup>th</sup> Avenue, Building A, Gainesville, Florida 32606.

### RECITALS

A. Grantor is the sole owner in fee simple of certain real property in Hardee County, Florida, more particularly described in Exhibit "A", attached hereto and

incorporated by reference ("Property"), which is the subject of the terms of this Deed of Easement ("Easement" or "Agricultural Land 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") and the Agricultural Conservation Easement Program ("ACEP") administered by the U.S. Department of Agriculture. The goal of these programs 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 do not significantly impair the character of the Property, and prohibit certain further development activities on the Property.

E. The existing agricultural uses and conservation values of the Property are documented in the "Baseline Documentation Report for the Charlie Creek Cattle Company, Carol Butt Waller Sanders Easement #2 Tract in Hardee County, Florida," dated \_\_\_\_\_ ("Baseline Documentation Report" or "BDR"), which 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 Areas ("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 protecting due to the presence of the following characteristics: 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 and environmental education, at Grantor's sole discretion. The SNAs are identified on the map in Exhibit "B" attached hereto and incorporated by reference herein.

G. Grantee is an agency authorized under the provisions of Sections 570.71 and 704.06, 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. Grantee agrees to honor the intentions of Grantor stated in this Easement 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 but not limited to the 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 Sections 570.71 and 704.06, 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 an easement in perpetuity over the Property of the nature and character and to the extent 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, and licensees.

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

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

- Conservation and 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.
- Conservation and maintenance of soil productivity and control of soil erosion.
- Conservation and maintenance or improvement of the overall quality of the timber resource.
- Consistent with the conservation and protection of the integrity and function of the working landscape, promotion of a more complete pattern of protection, including buffers to natural areas, ecological greenways and functioning ecosystems.
- Promotion of the restoration, enhancement, or management of species habitat, consistent with the purposes for which the Easement is acquired.
- Conservation and 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 significant natural areas.
- Allow appropriate uses of the Property for activities which will provide long term economic sustainability consistent with the Easement.

The above purposes are hereinafter referred to as “the Easement Purposes” or “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 foregoing and consistent with the purposes for which the Property entered the RFLPP and ACEP.

#### **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 the Easement was acquired.

B. All future residential, commercial, industrial, and incidental development rights 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, and 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 and conditions of this Conservation Easement shall be in accordance with Rule 5I-7, F.A.C., and the "Carol Butt Waller Sanders #2 Easement Monitoring Form," which is incorporated herein by this reference. 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 and conditions of this Easement and, where applicable, Grantee will enforce the terms and conditions through a corrective action plan, as agreed to by Grantor and Grantee. Upon Grantee's finding that Grantor is in compliance with the terms and conditions 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 shall 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 sole cost and expense.

E. The right to prevent any activity on or use of the Property that is inconsistent with the Purposes or provisions of this Easement and to require the restoration of or to restore 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 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 (including a claim for attorney fees) arising out of any allegation of negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property.

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 to the Grantor to the best of Grantor's knowledge.

J. The right to have the Property maintained in accordance with the terms and conditions 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, but not the duty, to cut and remove timber in Grantee's sole discretion, if Grantor, after a 30-day notice from Grantee, fails to cut and remove said timber damaged by natural disaster, fire, infestation, or the like. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.

## ARTICLE V. PROHIBITED USES

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

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including , but not limited to those defined by the Federal Solid Waste Disposal Act ("SWDA"), the Federal Clean Air Act ("CAA"), the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), 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 South Florida 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. This prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the provisions of this Easement, and that is disposed of in accordance with applicable local, state and federal requirements, and Best Management Practices adopted by FDACS or its successor agency.

B. The 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 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, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, except for i) seismic or other non-invasive testing and the drilling for and extraction of oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, so not to damage or interfere with the Easement area or Property; ii) as reasonably necessary to combat erosion or flooding; or iii) as necessary and lawfully allowed for the conduct of allowed activities.

C. 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 Best Management Practices ("BMP"). There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation 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, fresh water 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, subject to legally required permits and regulations.

D. Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council ("EPPC") or its successor. 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.

E. Concentrated animal feeding operation as defined by the United States Environmental Protection Agency.

F. 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.

G. 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 the Easement, and except for linear facilities described in section 704.06(11), Florida Statutes. Provided, however, Grantee may erect and maintain signs designating the Property as land under the protection of Grantee.

H. 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 BMP.

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

J. Any subdivision of the Property.

K. Commercial water wells on the Property.

L. Harvesting of cypress trees in the designated SNAs.

M. Mitigation banks pursuant to Section 373.4135, et. seq., Florida Statutes.

N. Construction or improvements in any SNA or conversion of any SNAs to more improved areas or more intense uses. 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.

O. Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property.

P. 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, which are deemed to be consistent with the Easement Purposes. The exercise of the Reserved Rights shall be in full accordance with all applicable 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 expressly conveyed to Grantee under Article IV or prohibited by Article V.

B. Agricultural and Related Rights. Except as prohibited by Article V: (i) The right to utilize the Property for approved agricultural purposes and uses; (ii) The right to convert any property not designated a Special Natural Area (SNA), as delineated in the BDR, to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing on the existing Improved Pasture as set forth in the BDR, including the right to maintain, utilize, fertilize, and mow such 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 but not limited to 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 ground water wells on the Property. Any and all agricultural uses shall be conducted in accordance with Best Management Practices adopted by FDACS, or its successor agency, as amended from time to time, and in compliance with all laws, rules, and regulations.

C. The right to conduct silvicultural and agricultural operations on the Property provided, however, that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods to minimize SNA damage.

D. The right to conduct prescribed burning on the Property; provided, however Grantor shall obtain and comply with a prescribed fire authorization from the Florida Forest Service of the 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, but not enlarge all existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, culverts and such other facilities on the Property as depicted in the

BDR, including all such improvements located in any SNA; provided, however, improvements in any SNA shall not be enlarged. Expanding existing cow pens as necessary to conduct normal cattle operations on the Property shall be allowed.

H. The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a conservation easement or other restriction that would divest the Property of its use under the terms and conditions of this Easement. No easements or rights-of-way shall be granted within the Property after the date of this instrument unless such encumbrances are approved, in advance and in writing, by the Grantee. The Grantee may give such approval if it determines, in its sole discretion, that such improvement or encumbrance would be consistent with the Purposes of this Easement.

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, for water wells and consumptive uses as may be required by the South Florida Water Management District or any agency having jurisdiction over those activities.

J. The right to construct, after giving notice to Grantee, buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Such buildings shall not be used as residences.

K. 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.

L. The right to observe, maintain, photograph, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, and horseback riding. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property and Grantor may lease and sell privileges of such rights.

M. The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. 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 is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections incidental to serve the permitted uses of the Property that are consistent with the Easement Purposes. Existing utilities may be replaced or repaired at their current location.



O. The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. 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, telecommunication towers, and wind farms is prohibited, unless approved by Grantee, who determines, in its sole discretion that such improvement or encumbrances would be consistent with the Easement Purposes. Notwithstanding this prohibition, the Grantor may grant or modify easement for utility connection incidental to the permitted on-farm agricultural uses of the Property that are consistent with the Easement Purposes. Existing utilities may be replaced or repaired at their current location.

## **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 resulting from any use or activity inconsistent with the Easement Purposes, 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 enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such 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 Article 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, without limitation, 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, including, without limitation, reasonable attorney fees, 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, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Article VIII, Paragraphs A and B; and (3) the existence or administration 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 for conducting scientific or educational investigations or studies, 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 circumstances arise in the future that render the Easement Purposes impossible 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, 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 Purposes of this grant 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 of 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, Paragraph C, 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 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. 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, Grantee shall be entitled to compensation in accordance with applicable law.

F. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to a governmental entity with the capacity to monitor and enforce the provisions of this Easement. As a condition of such transfer, Grantee shall require that the terms and conditions of this Easement continue and are carried out in perpetuity.

G. **Property Interest Transfers.** 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 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.

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, 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 thereafter, or grantor does not close any transaction to purchase the Property within nine (9) months of Grantee's notice to Grantor exercising its rights under this paragraph, Grantor may sell the Property free of the right granted herein.

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. Grantor shall obtain assurances in writing from the prospective transferee that the Property will continue to be used for bona fide agricultural production purposes in accordance with the Easement Purposes. In addition, Grantor will incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest in the Property, including, without limitation, a lease, or other legal instrument by which any interest in the Property is conveyed.

4. Statement of Compliance. Grantor hereby agrees to 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 Grantor is in compliance with the terms and conditions of this Easement, or if Grantor is not in compliance with the terms and conditions of this Easement, stating what violations of this Easement exist. Grantee agrees in such cases or at any other time, 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 therefore. 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 the sale, and/or the transfer of title of the Property to a party other than the current legal owner, Grantor will immediately notify Grantee. Thereafter, Grantee will meet 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 to the terms and conditions 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 Covenants and obligations of the Grantor hereunder, with respect to any interest in the Property conveyed, after the Grantor or subsequent owner has conveyed (his or her) interest in the Property.

H. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other 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 above, 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 Hardee County, Florida, 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 nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

K. **Amendments.** The terms and provisions 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.

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 704.06, 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. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

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

Q. **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.

R. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

S. **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.

T. **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.

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

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

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

[The Remainder of this Page Intentionally Left Blank]

GRANTOR:

Witnesses:

\_\_\_\_\_  
Signature of first witness

\_\_\_\_\_  
Carol Butt Waller, also known  
as Carol Butt Waller Sanders

\_\_\_\_\_  
Printed name of first witness

\_\_\_\_\_  
Signature of second witness

\_\_\_\_\_  
Printed name of second witness

STATE OF FLORIDA  
COUNTY OF HARDEE

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

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

NOTARY PUBLIC

\_\_\_\_\_  
Signed

My Commission Expires:

\_\_\_\_\_  
Printed

GRANTEE:

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

BY FLORIDA FOREST SERVICE  
FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES

Witnesses:

\_\_\_\_\_  
Signature of first witness

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

\_\_\_\_\_  
Printed name of first witness

\_\_\_\_\_  
Signature of second witness

\_\_\_\_\_  
Printed name of second witness

STATE OF FLORIDA  
COUNTY OF LEON

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

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

NOTARY PUBLIC

\_\_\_\_\_  
Signed

My Commission Expires:

\_\_\_\_\_  
Printed

## SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement
- B. Minimum Deed Terms for Agricultural Easements
- C. Significant Natural Areas Map from Baseline Documentation Report
- D. Charlie Creek Cattle Company Carol Butt Waller Sanders #2 Easement Monitoring Form

## EXHIBIT B

### MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS

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

**Carol Butt Waller, also known as Carol Butt Waller Sanders (“Grantor”), the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“Grantee”), and the United States of America (the “United States”),** acting by and through the United States Department of Agriculture Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (jointly referred to as the “Parties”) acknowledge that the ALE is acquired by the Grantee for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Protected Property (the “Purpose of the ALE”).

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is maintained in the files of the Grantee.

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

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

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this ALE, and the restrictions and covenants of this ALE Deed will apply to the Protected Property as a whole.

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

**1. Limitation on Impervious Surfaces.** Impervious surfaces will not exceed 2 percent of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs.



This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE Deed.

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

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

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

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

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

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

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

(C) *Construction on the Protected Property* – Except as otherwise permitted in this **Section I, Paragraph 2(C)**, no structures or improvements, whether existing or in the future, may be constructed, replaced, or enlarged on the Protected Property.

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

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

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however,

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

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

(D) *Granting of Easements for Utilities and Roads* – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the Purpose of the ALE as determined by the Grantee in consultation with the Chief of NRCS.

(E) *Surface Alteration* – Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except for the following:

- (i) Dam construction pursuant to a plan approved by the Grantee to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement, or creation;
- (ii) Erosion and sediment control pursuant to a plan approved by the Grantee;
- (iii) Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Purpose of the ALE; and
- (iv) Agricultural activities and related conservation activities conducted in accordance with the terms and conditions of this ALE Deed.

(F) *Surface and Subsurface Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE Deed or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited.

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this ALE Deed is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph (F). Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this ALE Deed and must incorporate by reference this ALE Deed.

**3. Preserving Agricultural Uses.** The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property and the Purpose of the ALE. No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the

ALE's protection for the Purpose of the ALE. Allowed uses of the Protected Property include the specific uses allowed in Section I, Paragraph (2)(B)(i)–(v) and the following activities, subject to the qualifications stated below:

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

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

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

(D) *Grassland Uses of the Protected Property* – Grantors are allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire suppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions of this ALE Deed and the Purpose of the ALE. The term “common grazing practices” means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantors must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline. Determinations of birds whose populations are in significant decline, nesting seasons for such birds, and the areas of the Protected Property affected by this restriction will be set forth within the Baseline Documentation Report.

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

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

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

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE Deed. If the annual monitoring

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

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

**2. General Disclaimer and Grantor Warranty.** The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

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

**3. Environmental Warranty.**

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

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

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged

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

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

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

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

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

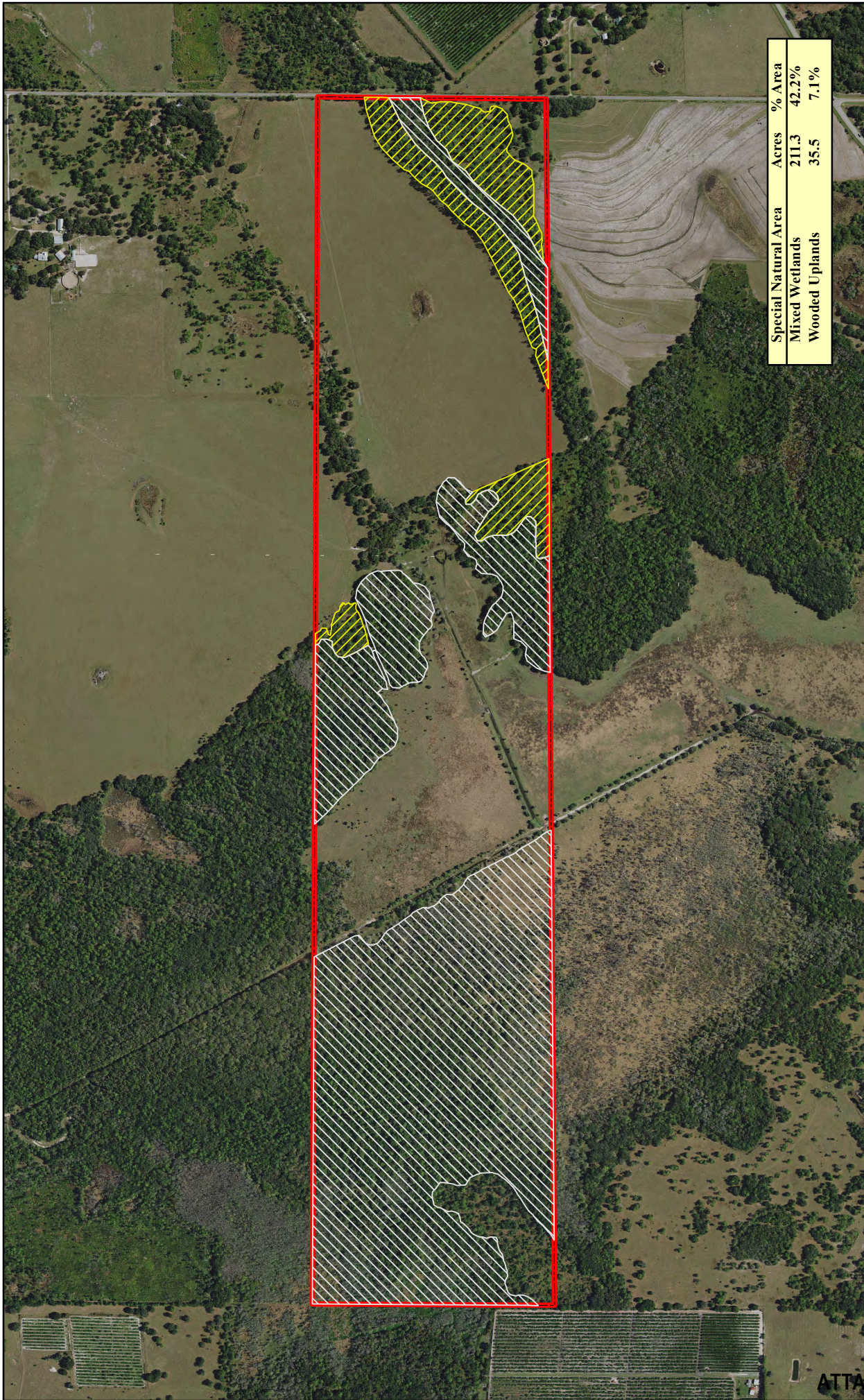
If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all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

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee, \_\_\_\_\_ percent of the Proportionate Share; and (b) to the United States \_\_\_\_\_ percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

**5. Amendment.** This ALE Deed may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of the ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE

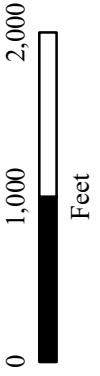
Deed, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.





Charlie Creek Cattle Company - Hardee County, FL  
 Forested and non-forested wetlands  
 2017 True Color Orthophotos (0.5-foot) resolution  
 May 17, 2021

- Wetland Areas
- Upland Areas
- Charlie Creek Property



Imagery Source: Land Boundary Information System (LA)  
 From Southwest Florida Water Management District

Significant Natural Areas

Jim Stidham & Associates, Inc.  
 Hydrology, Geology, Civil &  
 Environmental Engineering  
 L.B. No. 00005629

547 N. Monroe St., Suite 201  
 Tallahassee, Florida 32301  
 Telephone: 850-222-3975  
 Fax: 850-681-0560





**Exhibit "D" TO DEED OF EASEMENT**



Florida Department of Agriculture and Consumer Services  
Florida Forest Service



**RURAL & FAMILY LANDS PROTECTION PROGRAM  
EASEMENT MONITORING FORM**

**NICOLE "NIKKI" FRIED  
COMMISSIONER**

Sections 259.105, 570.70 and 570.71, Florida Statutes - Rule 5I-7.014, F.A.C.

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

GRANT OF EASEMENT DATE: \_\_\_\_\_ PURCHASE PRICE: \$ \_\_\_\_\_

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 GRANTOR'S COMPLIANCE WITH THE TERMS OF THE CONSERVATION EASEMENT
- ASSURE ALL GRANTOR'S ACTIVITIES ADHERE TO ESTABLISHED BEST MANAGEMENT PRACTICES
- OUTLINE THE ACTIVITIES OF THE GRANTOR ON THE PROPERTY DURING PRECEDING YEAR(S)
- REVIEW ANY ACTIVITIES PROPOSED BY GRANTOR FOR UPCOMING YEAR TO ASSURE COMPLIANCE WITH EASEMENT

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

(N/A = not applicable to Conservation Easement)

**1. RECITALS / SPECIAL NATURAL AREAS\*:**

A	•HAS THERE BEEN ANY "CONVERSION", CONSTRUCTION, OR IMPROVEMENTS TO ANY SPECIAL NATURAL AREA? (DESCRIBE)
B.	•HAS THERE BEEN ANY USE OF THE PROPERTY WHICH WOULD IMPAIR OR DESTROY THE SPECIAL NATURAL AREAS? (DESCRIBE)
C.	•HAS THERE BEEN ANY TIMBERING IN A SPECIAL NATURAL AREA? •IF TIMBERING OCCURRED IN THE SPECIAL NATURAL AREA – WAS THE GRANTOR CONSULTED? (EXPLAIN)

\* Note that in some Conservation Easements the Special Natural Areas are described using such terms as "Natural Areas" or "Wetland Areas"

## 2. PROHIBITED USES:

A.	<ul style="list-style-type: none"> <li>• IS THERE ANY DUMPING OF TRASH, SOLID OR LIQUID WASTE, TOXIC OR HAZARDOUS SUBSTANCES ON THE PROPERTY?</li> </ul>
B.	<ul style="list-style-type: none"> <li>• 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)?</li> </ul>
C.	<ul style="list-style-type: none"> <li>• HAVE THERE BEEN ANY HYDROLOGICAL MODIFICATIONS TO, OR DREDGING, ON THE PROPERTY?</li> <li>• ANY ACTIVITIES THAT AFFECT WATER OR SOIL CONSERVATION OR ARE DETRIMENTAL TO FISH &amp; WILDLIFE HABITAT?</li> <li>• HAVE ANY WATER WELLS OR WATER BODIES BEEN CONSTRUCTED?</li> <li>• WERE THE REQUIRED PERMITS OBTAINED?</li> </ul>
D.	<ul style="list-style-type: none"> <li>• ARE THERE ANY NUISANCE EXOTIC OR NON-NATIVE INVASIVE SPECIES PRESENT?</li> <li>• IS THE GRANTOR, TO THE EXTENT POSSIBLE, ATTEMPTING TO CONTROL OR PREVENT THEIR SPREAD?</li> </ul> <p>(EXPLAIN CURRENT AND/OR NEEDED ACTIONS)</p>
E.	<ul style="list-style-type: none"> <li>• ARE THERE ANY CONCENTRATED AND CONFINED ANIMAL FEEDING OPERATIONS ON THE PROPERTY?</li> <li>• IS THERE ANY COMMERCIAL OR INDUSTRIAL ACTIVITY ON, OR PASSAGE OVER, THE PROPERTY OTHER THAN ALLOWED IN THE CE?</li> </ul>
F.	<ul style="list-style-type: none"> <li>• HAS THERE BEEN ANY NEW CONSTRUCTION OR PLACING OF PERMANENT OR TEMPORARY BUILDINGS OR STRUCTURES ON THE PROPERTY?</li> <li>• HAS THERE BEEN ANY RE-CONSTRUCTION OR REPAIR OF EXISTING STRUCTURES?</li> <li>• IF ANY CONSTRUCTION, IS THE LOCATION AND SQUARE FOOTAGE COMPLIANT WITH THE CE?</li> </ul> <p><u>ADDITIONAL CONSTRUCTION LIMITATIONS / COMPLIANCE:</u></p> <p>1. _____ <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>2. _____ <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
G.	<ul style="list-style-type: none"> <li>• HAVE ANY SIGNS, BILLBOARDS, OR OUTDOOR ADVERTISING BEEN CONSTRUCTED, PLACED OR MAINTAINED ON THE PROPERTY – OTHER THAN THAT PERMITTED IN THE CE?</li> </ul>
H.	<ul style="list-style-type: none"> <li>• HAVE THERE BEEN ANY NEW ROADS OR TRAILS CONSTRUCTED OR PLACED ON THE PROPERTY?</li> <li>• ANY EXISTING ROADS, CULVERTS, ROAD DITCHES REPAIRED?</li> <li>• ANY NEW UTILITIES ON THE PROPERTY?</li> </ul>
I.	<ul style="list-style-type: none"> <li>• HAS THERE BEEN ANY USE OF FERTILIZER ON THE PROPERTY?</li> <li>• HAS THERE BEEN ANY USE OF PESTICIDES OR HERBICIDES ON THE PROPERTY?</li> <li>• ARE AGRICULTURAL (NRCS, FDACS) BMPs COMPLIED WITH?</li> <li>• HAS THERE BEEN ANY AGRICULTURAL OPERATIONS WITHIN 100 FEET BUFFER OF A SINKHOLE OR A KARST FEATURE CONNECTED TO SPRING CONDUIT?</li> </ul> <p>IF YES, EXPLAIN:</p> <p><u>ADDITIONAL BMP CONSIDERATIONS / COMPLIANCE:</u></p> <p>1. _____ <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>2. _____ <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

J.	<ul style="list-style-type: none"> <li>•HAVE ANY ACTIONS OR ACTIVITIES OCCURRED THAT MAY REASONABLY BE EXPECTED TO ADVERSELY AFFECT THREATENED OR ENDANGERED SPECIES?</li> </ul>
K.	<ul style="list-style-type: none"> <li>•HAVE THERE BEEN SALES OR SUBDIVISIONS OF THE PROPERTY?</li> <li>•ANY LEASES OR LIENS?</li> </ul>
L.	<ul style="list-style-type: none"> <li>•ARE THERE ANY COMMERCIAL WATER WELLS ON THE PROPERTY?</li> </ul>
M.	<ul style="list-style-type: none"> <li>•ARE THERE ANY MITIGATION BANKS ON THE PROPERTY?</li> </ul>
N.	<ul style="list-style-type: none"> <li>•HAS THERE BEEN ANY HARVESTING OF CYPRESS ON THE PROPERTY?</li> </ul>
O. <input type="checkbox"/> N/A	<ul style="list-style-type: none"> <li>•ARE THERE ANY ACTS OR USES OF THE PROPERTY DETRIMENTAL TO HISTORICAL, ARCHITECTURAL, ARCHEOLOGICAL OR CULTURALLY SIGNIFICANT SITES?</li> </ul>
P. <input type="checkbox"/> N/A	<ul style="list-style-type: none"> <li>•HAS THERE BEEN ANY CONVERSION OF AREAS NOT IN IMPROVED PASTURE TO IMPROVED PASTURE?</li> </ul>
Q. <input type="checkbox"/> N/A	<ul style="list-style-type: none"> <li>•HAS THERE BEEN ANY CONVERSION OF FORESTED AREAS TO NON-FORESTED AREAS?</li> </ul>
R. <input type="checkbox"/> N/A	<ul style="list-style-type: none"> <li>•HAS THERE BEEN OPERATION OF MOTORIZED VEHICLES OFF OF TRAILS AND/OR ROADS ON THE PROPERTY?</li> </ul>
S. <input type="checkbox"/> N/A	<ul style="list-style-type: none"> <li>•HAS THERE BEEN ANY NEW INTERIOR OR BOUNDARY FENCING CONSTRUCTED?</li> <li>•ARE THE FENCES "WILDLIFE/GAME FRIENDLY?"</li> <li>•IF REQUIRED BY THE CE, HAS THE GRANTEE APPROVED ALL NEW OR REPLACEMENT FENCING?</li> </ul>
T.	<ul style="list-style-type: none"> <li>•IS THE GRANTOR AWARE OF, OR DID THE MONITOR OBSERVE, ANY THREATS TO THE CONSERVATION EASEMENT FROM <u>ADJACENT OR NEARBY PROPERTIES</u>, FROM CURRENT OR PROPOSED CHANGES IN LAND USE OR OWNERSHIP ACTIVITIES? IF YES, EXPLAIN.</li> </ul>
U.	

### 3. GRANTOR'S RESERVED RIGHTS /LIMITATIONS:

A.	<ul style="list-style-type: none"> <li>•HAS THERE BEEN ANY PRESCRIBED BURNING ON THE PROPERTY?      ACRES: _____</li> <li>•HAVE FIRELINES COMPLIED WITH BMPS?</li> <li>•WAS A FLORIDA FOREST SERVICE BURN AUTHORIZATION OBTAINED?</li> <li>•IF REQUIRED IN THE CE, WERE ALL FIREBREAKS MAINTAINED THROUGH DISKING OR MOWING?</li> <li>•IF REQUIRED, WERE NEW FIREBREAKS APPROVED BY FFS?</li> </ul>
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B.	<ul style="list-style-type: none"> <li>• HAVE THERE BEEN ANY SILVICULTURAL ACTIVITIES ON THE PROPERTY, INCLUDING:               <ol style="list-style-type: none"> <li>1. HARVESTS? (ACRES: _____) 2. SITE PREPARATION? (ACRES: _____) 3. TREE PLANTING? (ACRES: _____)</li> <li>4. MECHANICAL TREATMENT? (ACRES: _____) 5. HERBICIDE TREATMENT? (ACRES: _____)</li> </ol> </li> <li>• WERE SILVICULTURAL BMPs COMPLIED WITH?</li> <li>• WERE ANY WETLANDS HARVESTED? (EXPLAIN)</li> <li>• HAS THERE BEEN ANY HARVEST OF PALM TREES OR OTHER POTENTIAL LANDSCAPE AND/OR ORNAMENTAL PLANTS?</li> <li>• FROM NATURAL AREAS?</li> <li>• IF PERMITTED IN CE, WERE BMP'S FOLLOWED IN PALM TREE HARVESTS?</li> </ul>
C.	<ul style="list-style-type: none"> <li>• HAVE THERE BEEN ANY AGRICULTURAL ACTIVITIES ON THE PROPERTY INCLUDING:               <ol style="list-style-type: none"> <li>1. CATTLE/ HORSE IMPROVED PASTURE? OCCURRING ON: _____ ACRES. ANY INCREASE IN ACREAGE?</li> <li>2. ROW CROPS? OCCURRING ON: _____ ACRES. ANY INCREASE IN ACREAGE?</li> <li>3. SOD? OCCURRING ON: _____ ACRES. ANY INCREASE IN ACREAGE?</li> <li>4. CITRUS GROVES? OCCURRING ON: _____ ACRES. ANY INCREASE IN ACREAGE?</li> <li>5. FOOD PLOTS? OCCURRING ON: _____ ACRES. ANY INCREASE IN ACREAGE?</li> <li>6. PONDS? OCCURRING ON: _____ ACRES. ANY INCREASE IN NUMBER OR ACREAGE?</li> <li>7. ALL AGRICULTURAL ACTIVITIES OCCURRING OUTSIDE OF SNA AND/OR OTHER AREAS AS REQUIRED IN CE?</li> </ol> </li> <li>• DESCRIBE CATTLE STOCKING (EG. ACRES PER COW-CALF UNIT):</li>   <li>• FDACS COW- CALF BMPs COMPLIED WITH?</li> </ul>
D.	<ul style="list-style-type: none"> <li>• HAVE THERE BEEN ANY <u>NEW</u> STRUCTURES OR BUILDINGS CONSTRUCTED ON THE PROPERTY TO SUPPORT THE AGRICULTURAL OPERATION?</li> <li>• DOES THE TOTAL SQUARE FOOTAGE OF ANY NEW OR ENLARGED AGRICULTURE BUILDINGS EXCEED THE MAXIMUM ALLOWED IN THE CE?</li> <li>• HAS THERE BEEN ANY CONSTRUCTION, REPAIR OF <u>EXISTING</u> BUILDINGS, IMPROVEMENTS, AND WATER CONTROL STRUCTURES?</li> <li>• CONSTRUCTION WITHIN THE SNA'S?</li> </ul>
E. <input type="checkbox"/> N/A	<ul style="list-style-type: none"> <li>• HAS THERE BEEN ANY CONSTRUCTION OF ANY ADDITIONAL RESIDENCES/DOMESTIC WELLS ON THE PROPERTY?</li> <li>• DOES THE SQUARE FOOTAGE EXCEED THAT ALLOWED IN THE CE?</li> <li>• DOES THEIR LOCATION COMPLY WITH THE CE SETBACKS?</li> </ul>
F.	<ul style="list-style-type: none"> <li>• IS THERE CURRENTLY ANY PRIVATE (NON-FAMILY) LEASING OF HUNTING /FISHING RIGHTS ON THE PROPERTY?</li> <li>• HAVE ANY WILDLIFE BEEN INTRODUCED OR FISH STOCKED?</li> <li>• WERE THEY NATIVE TO FLORIDA?</li> <li>• IS THERE OTHER VISITATION/PUBLIC USE OCCURRING ON THE PROPERTY? (DESCRIBE)</li> </ul>
G.	<ul style="list-style-type: none"> <li>• DESCRIBE ANY <b>NEW MGT/AGRICULTURAL ACTIVITIES</b> PROPOSED FOR EASEMENT PROPERTY DURING THE UPCOMING YEAR:               <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> </ol> </li> <li>• IS THIS ACTIVITY(S) CONSISTENT WITH THE TERMS AND CONDITIONS OF THE CONSERVATION EASEMENT?</li> </ul>
H.	
I.	

**4. PHOTOGRAPHIC DOCUMENTATION:** (PHOTOS OF REPRESENTATIVE OF MAJOR AGRICULTURAL LAND USES AND/OR PHYSICAL CHANGES SINCE LAST MONITORING VISIT. PHOTOS/PHOTO LOCATION MAP SHOULD BE PRINTED AND ATTACHED TO FINAL MONITORING REPORT)

PIC	LOCATION	ORIENTATION, LOOKING...	PHOTO CONTENT - DESCRIPTION OF LAND USE OR PHYSICAL CHANGE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**5. LANDOWNER REMARKS:**

A.	•COMMENTS:
B.	•REQUESTS/QUESTIONS:

**6. MONITOR REMARKS:**

A.	•GENERAL OBSERVATIONS:
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<b>B.</b>	<p>LIST ACTIONS REQUESTED DURING <u>LAST SITE INSPECTION</u> / DESCRIBE SUBSEQUENT RESPONSE BY THE LANDOWNER:</p> <p>1.</p> <p style="text-align: right;"><input type="checkbox"/> NOT APPLICABLE</p> <p>LANDOWNER RESPONSE:</p> <p>2.</p> <p>LANDOWNER RESPONSE:</p> <p>3.</p> <p>LANDOWNER RESPONSE:</p>
<b>C.</b>	<p>•BASED ON THE <u>CURRENT SITE INSPECTION</u>, (SEE SECTIONS 1, 2, 3 ABOVE), IS THERE ANY FOLLOW-UP/CORRECTIVE ACTION REQUESTED OF THE LANDOWNER?:</p> <p style="text-align: right;"><input type="checkbox"/> NOT APPLICABLE</p> <p>1.</p> <p>2.</p> <p>3.</p>
<b>D.</b>	<p>•IS THE BASELINE INVENTORY ADEQUATE FOR FUTURE MONITORING? (IF NO, EXPLAIN)</p>

**7. REPORT PREPARATION:**

	PRINT NAME	SIGNATURE	DATE
LANDOWNER:			
LANDOWNER:			
MONITOR:			

**8. REPORT REVIEW (FFS STATE OFFICE – REPRESENTING DACS):**

**PURPOSE OF MONITORING REPORT REVIEW:**

- TO ASSURE SITE INSPECTION PERFORMED AS NECESSARY TO DETERMINE COMPLIANCE WITH MONITORING SPECIFICATIONS
- TO AFFIRM ALL GRANTOR’S ACTIVITIES/MGT ARE CONSISTENT WITH BMPs AND THE TERMS OF THE PERPETUAL EASEMENT
- TO AFFIRM AS ACCEPTABLE THE LANDOWNER’S RESPONSE TO ANY REQUESTED MGT ACTIONS FROM **PREVIOUS SITE VISIT(s)**
- TO AFFIRM AS ACCEPTABLE ANY NEWLY REQUESTED MGT ACTIONS FOUND NECESSARY DURING **CURRENT SITE VISIT** TO ACHIEVE EASEMENT COMPLIANCE
- TO AFFIRM AS ACCEPTABLE ANY SUGGESTED UPDATES TO THE BASELINE INVENTORY

A.	• HAS SITE INSPECTION BEEN PERFORMED WITH ALL PERTINENT MONITORING SPECIFICATIONS COMPLETED?
B.	• WERE ALL OBSERVED CONDITIONS/ACTIVITIES/MGT CONSISTENT WITH THE TERMS OF THE PERPETUAL EASEMENT?  IF NO, COMPLETE SECTION “D” BELOW
C.	• HAS THE LANDOWNER’S (GRANTOR) RESPONSE TO REMEDY ANY ACTIVITIES OR CONDITIONS IDENTIFIED DURING THE <b>PREVIOUS SITE INSPECTION</b> BEEN ACCEPTABLE? IF NOT ACCEPTABLE, EXPLAIN BRIEFLY. <span style="float: right;"><input type="checkbox"/> NOT APPLICABLE</span>
D.	• IS THE REQUESTED FOLLOW-UP/CORRECTIVE ACTION IDENTIFIED DURING THE <b>CURRENT SITE INSPECTION</b> REASONABLE AND CONSISTENT WITH THE TERMS AND CONDITIONS OF THE PERPETUAL EASEMENT? <span style="float: right;"><input type="checkbox"/> NOT APPLICABLE</span>
E.	• IS THE SUGGESTED UPDATE(S) TO IMPROVE ACCURACY OF THE BASELINE INVENTORY FOR FUTURE MONITORING, REASONABLE AND CONSISTENT, WITH THE TERMS AND CONDITIONS OF THE PERPETUAL EASEMENT? <span style="float: right;"><input type="checkbox"/> NOT APPLICABLE</span>

**9. REPORT ACCEPTANCE:**

REVIEWER / DIRECTOR’S OFFICE ACKNOWLEDGES RECEIPT OF MONITORING REPORT AND ACCEPTS FINDINGS, INCLUDING ANY CORRECTIVE ACTIONS THAT HAVE BEEN DOCUMENTED IN THIS REPORT.

	PRINT NAME	SIGNATURE	DATE
REVIEWER:			
FFS DIRECTOR:			





# FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Shawn Hamilton  
Secretary

## MEMORANDUM

**TO: Hank Vinson, Land Program Coordinator, Florida Forest Service**  
**FROM: Julie Story, Senior Appraiser, Bureau of Appraisal**  
**APPROVED BY: Jay Scott, Chief, Bureau of Appraisal**  
**SUBJECT: Appraisal Approval Memorandum**  
**DATE: 1/31/2022**

Project Name: Charlie Creek Cattle Company – Carol Waller Sanders #2

B/A File Number: 21-8357

County: Hardee

Fee Appraisers: (1) Craig H. Clayton, MAI  
(2) Joseph S. String, MAI

Date of Value: 11/29/2021  
Date of Value: 11/29/2021

Review Appraiser: Thomas G. Richards, MAI

Date of Review: 1/28/2022

Owner	Land Size (Acres)	Appraised Value	Maximum Value	Divergence
Carol Waller Sanders	501	(1) \$1,503,000*	\$1,503,000	8.91%
		(2) \$1,380,000*		

\*Appraised Value of the Conservation Easement

### SUMMARY OF COMMENTS:

An administrative review of the appraisals and the attached appraisal review memorandum performed for the above referenced property has been conducted.

The contract review appraiser conducted a field and technical review. A “technical review” is a detailed review of the appraisals of the above referenced property. In the technical review, the review appraiser provides a certification indicating that the appraisal report and the appraisal review were performed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, Uniform Standards of Professional Appraisal Practice, as well as with the Supplemental Appraisal Standards for the Board of Trustees.

The review appraiser’s memorandum and comments as to the content and appropriateness of the methods, techniques and data are accepted. The review appraiser states that the appraisal report complies with the required standards and is approved as reviewed.

Staff Appraiser

Chief Appraiser

**APPRAISAL REVIEW**  
**CHARLIE CREEK CATTLE COMPANY**  
**CONSERVATION EASEMENT**  
**HARDEE COUNTY, FLORIDA**  
**BUREAU OF APPRAISAL FILE 21-8357**

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

## Appraisal Review Memorandum

To: Julie Story, Sr. Appraiser  
Florida Department of Environmental Protection  
Bureau of Appraisal

Client of Review: Bureau of Appraisal, Division of State Lands of the Florida  
Department of Environmental Protection.

Intended User of Review: The State of Florida, Bureau of Appraisal, Division of State  
Lands of the Florida Department of Environmental  
Protection and the Department of Agricultural and  
Consumer Services, Florida Forest Service (DACS/FFS)  
and the United States Department of Agriculture, Natural  
Resource Conservation Service (USDA/NRCS).

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

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

Date: January 28, 2022

### Project Information:

BA File Number	<u>21-8357</u>
Parcel Name	<u>Charlie Creek Cattle Company-Carol Butt Waller Sanders</u>
Project Name	<u>Charlie Creek Cattle Company Conservation Easement</u>
Location	<u>Hardee County, Florida</u>
Effective Date of Appraisals	<u>November 29, 2021</u>

### **Summary of Review**

Pursuant to your request, I have reviewed two individual appraisal reports on the Charlie Creek Cattle Company Conservation Easement parcel located in Hardee County, Florida. One appraisal report was prepared by Mr. Joseph S. String, MAI of String Appraisal Services, Inc. The other report was prepared by Mr. Craig H. Clayton, MAI of Clayton, Roper & Marshall, Inc. I have determined after review of the reports and some minor changes to each appraisal that they are acceptable as submitted.

The String report is dated January 13, 2022. The Clayton report is dated January 27, 2022. Both appraisals have a valuation date of November 29, 2021. The value indications for the proposed conservation easement reflected by each appraiser were:

(1) Joseph S. String, MAI  
(2) Craig H. Clayton, MAI

\$1,380,000  
\$1,503,000

In the reviewer's opinion the appraisal reports were completed substantially in conformance with USPAP, were well documented, and reflected a reasonable value indication for the subject property. Both firms submitting appraisals consider their report to be complete appraisal reports according to USPAP. Both appraisals are considered sufficient to satisfy the requirements of Standard 2 of USPAP as it is applied to this type of report. The appraisals are also in substantial conformance with the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016 and the Agricultural Conservation Easement Program-Agricultural Land Easement (ACEP-ALE) requirements for the United States Department of Agriculture's Natural Resource Conservation Service (NRCS).

The intended users of this appraisal assignment are the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, the Department of Agriculture and Consumer Services, Florida Forest Service (DACs/FFS) and the United States Department of Agriculture, Natural Resource Conservation Service (USDA/NRCS). The intended use is for DEP and any other specific organization or entity that may be involved in the specific transaction or for consideration in determining the effect on value of the proposed conservation easement on the subject property.

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

**It is important to note that the Hypothetical Condition is made by the appraisers in assuming that the proposed conservation easement is in place on the date of the appraisal. Hypothetical Condition is defined as that which is contrary to what exists but is assumed for appraisal purposes. Uniform Standards dictate that these type assumptions are prominently disclosed.** This Hypothetical Condition is prominently disclosed and treated appropriately by both appraisers and are necessary for a credible assignment result. An **Extraordinary Assumption** was made by the appraisers regarding relying upon the "Draft Copy" of the easement which is not yet executed by the parties. The appraiser's each stress the importance of the final agreement being exactly like the draft. This is also a common and reasonable procedure for this property type.

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

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

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

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

The subject is currently titled as:

Carol Butt Waller Sanders  
805 Old Town Creek Road  
Zolfo Springs, Florida 33890

The property has been owned for numerous years and the property has not been marketed for sale.

### **Property Description**

This appraisal assignment encompasses 501 acres of a 2,833.09 acre ranch located on the west side of Old Town Creek Road, just north of State Road 64, west of Avon Park in a rural area of Northeast Hardee County, Florida. The appraisal problem encompasses estimating the impact on value of a proposed conservation easement on 501 acres of the subject ranch holding of 2,833.09 acres. According to mapping provided by the client, the subject contains approximately 225 acres of uplands (45%) and approximately 276 acres of wetlands (55%). Otherwise, the ranch contains a mosaic of improved pasture areas, pine flatwoods, oak and cabbage hammocks along with intermittent wetland sloughs, native creeks to include Charlie Creek, hardwood and forested wetlands.

The surrounding area is typically comprised of larger cattle ranches and/or recreational tracts and large government land holdings. Residential development is rural and very limited in the immediate area and typically only in support of larger agricultural holdings.

The ranch is accessed by virtue of the 1,950 feet of frontage along the west right of way of Old Town Creek Road, which is a two-laned asphalt paved county-maintained road. The subject parcel has a reasonably level topography as is common in this area of Hardee County Florida with elevations ranging from about 65 to 80 feet above sea level.

The title insurance policies were silent on oil, gas and mineral rights leading the appraisers and the reviewer to believe that these rights are intact on this parcel. This general area has been the subject of interest to large phosphate mining conglomerates.

These mining conglomerates have historically been willing to pay premiums for areas determined to be “mineable” under current economic and technological restraints. However, the subject clearly lies outside of the Conceptual Mineable Area according to a map provided by the Bureau of Mine Reclamation (BOMR) which identifies prospects for mining.

The subject property is found on Hardee County FEMA Flood Maps 12049C210D, and 12049C0230D dated November 6, 2013. According to these maps most of the subject property, approximately 72% are located within Flood Zone A which is considered to be an area within the 100-year flood plain. The remaining land areas are designated as Flood Zone X which is an area determined to be outside the 0.2% annual chance floodplain. The wetlands generally are located within Flood Zone A.

The subject ranch is improved with typical ranching improvements such as fencing, cross-fencing, gates, ditches, culverts, ranch roads and water holes. There are no building improvements on the subject property.

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

The subject has an Agricultural zoning and future land use classification by Hardee County. These classifications are generally associated with rural areas of the county and are typically committed to open space and agricultural activities. The permitted residential density is one dwelling unit per five acres of land area in Hardee County.

### **Highest and Best Use**

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

#### **Before**

Mr. String concluded that the Highest and Best Use for the subject would be for continued agriculture and recreation, with long-term future potential for rural residential subdivision development.

Mr. Clayton concluded that the Highest and Best Use for the subject would be for recreational, agriculture, ranching and rural residential use.

## After

Mr. String concluded that the Highest and Best Use for the subject, as encumbered, would be essentially limited to agricultural and recreational uses subject to the conservation easement limitations.

Mr. Clayton concluded that the Highest and Best Use for the subject would be continued agricultural and recreational.

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

Overall, the highest and best use conclusions of both appraisers are reasonably similar. Each has made a convincing argument and has provided adequate market evidence to support these conclusions. Each of the appraisers have adequately addressed the issue of highest and best use for the subject property and more importantly the reviewer is convinced that the sales data utilized is that of a basically similar highest and best use.

## **Reviewer Comments**

The reviewer found the reports to be very comprehensive and informative as to the relative components of a typical appraisal report. The physical characteristics and site descriptions were also found to be typical as were the details and documentation of the comparable sales expected in an appraisal for this property type. The reports have also conformed to the reporting standards expected by FDEP and are substantially in conformance with the Uniform Standards of Appraisal Practice (USPAP) and the Agricultural Land Easement component of the Agricultural Conservation Easement Program (ACEP-ALE) of the United States Department of Agriculture's Natural Resource Conservation Service (NRCS). In the reviewer's opinion, the String report was more credible in particular with respect to the treatment and application of appraising only the "surface rights" which is a concept that is a fundamental part of the ACEP-ALE requirements.

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

In the before scenario the appraisers contrasted the subject property to a set of unencumbered comparable sales within the subject market area. In estimating the value for the subject, the appraisers analyzed sales of agricultural properties offering similar locational attributes and highest and best use characteristics. Mr. String analyzed four comparable sales in his effort and Mr. Clayton also analyzed four comparable sales to contrast to the subject. The appraisers had no commonly utilized sales in this effort.



In the after scenario the appraisers contrasted the subject property to a set of comparable sales encumbered with conservation easements. Due to the limited number of sales meeting these criteria the sale search had to be expanded for this property type. In estimating the value for the subject as encumbered the appraisers analyzed sales of agricultural properties offering similar locational attributes and highest and best use characteristics similarly encumbered by conservation easements. Mr. String analyzed four comparable sales in his effort and Mr. Clayton also analyzed four comparable sales to contrast to the subject. The appraisers had one commonly utilized sale in this effort.

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

**Analysis of Appraisers’ Sales**

**String Appraisal**

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Hardee	Manatee	Hardee	Hardee	Hardee
Sale Date	N/A	9/20	1/21 3/21	3/21	3/20
Price/Ac	N/A	\$3,498	\$4,204	\$5,000	\$5,986
Size/Ac	501	363.65	743.30	330.00	185.44
Upland %	45%	13%	23%	86%	67%
Water Amenity	Charlie Creek	Myakka River	Charlie Creek	None	Horse Creek
Overall Rating	N/A	Inferior	Slightly Inferior	Slightly Superior	Superior

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

The sales analyzed for the subject parcel have sale dates ranging from March 2020 to March 2021. The comparables selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. String are considered to be good indicators of value for the subject. These sales reflect a range from \$3,498 to \$5,986 per gross acre.

Mr. String has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as condition of sale, financing, motivation, market

conditions, location, access, size, upland percentage, zoning, utilities and improvements. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. String recognizes a more refined range of from \$4,204 to \$5,000 per gross acre as indicated by the overall slightly inferior indication from sale 2 and the overall slightly superior indication from sale 3. Mr. String concludes at a value of \$4,750 per gross acre citing “slightly more reason to believe it near the high end of the range than the lower.” This equates to a final indication of \$4,750 per acre times 501 acres; or \$2,379,750 which is rounded to \$2,380,000.

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Contract 4
County	Hardee	Osceola	Polk	Manatee	Polk
Sale Date	N/A	7/20	1/19	12/21	3/22
Price/Acre	N/A	\$855*	\$2,663	\$3,405	\$2,534
Size/Acres	501	1,287.33	375.56	1,248.33	789.24
Overall Rating	N/A	Significantly Inferior	Slightly Superior	Superior	Slightly Superior

\*There are slight variations in acreage for the commonly utilized sale as Mr. Clayton has rounded to the nearest acre. This does not impact final value conclusions.

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

The sales analyzed for the subject parcel have sale dates ranging from January 2019 to a pending contract scheduled to close in March 2022. The sales selected are all agricultural properties with similar highest and best use characteristics and encumbered by perpetual conservation easements. The comparable sales selected and analyzed by Mr. String are considered to be reasonably good indicators of value for the subject. These sales reflect a range from \$855 to \$3,405 per gross acre.

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

In his final analysis Mr. String recognizes a more refined range of from around \$855 as indicated by sale 1 to \$2,534 per gross acre as indicated from sale 4. He reconciles at a value indication of \$2,000 per gross acre recognizing more reason to believe it's near the higher end of the range than the lower end of the range due to the "significantly inferior" rating of sale 1 at \$855 per acre. Mr. String concludes at a value of \$2,000 per gross acre times 501 acres; or \$1,002,000 which is rounded to \$1,000,000.

Overall, the String report is considered to be well supported and the data is considered to be more relevant to the assignment. His four "before" sales, none of which were utilized by Mr. Clayton, were considered more comparable in terms of size, location and water influence with three of them actually located in Hardee County like the subject. Likewise his "after" sales were considered more relevant in terms of size and location as contrasted to the subject. There was only one commonly used sale.

Mr. String's value estimate for the conservation easement is the difference between the value of the property before, minus the value of the property as encumbered. This summary follows:

Total Value Before	\$2,380,000
Total Value After	<u>\$1,000,000</u>
Value of Easement	\$1,380,000

Clayton Appraisal

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Hardee	DeSoto	Indian River	Hendry	Osceola
Sale Date	N/A	9/20	6/20	12/20	3/19
Price/Ac	N/A	\$4,002	\$4,774	\$4,236	\$4,598
Size/Ac	501	1,375	1,094	620.82	446
Upland %	45%	83%	70%	60%	73%
Overall Rating	N/A	Similar	Superior	Inferior	Superior

Mr. Clayton analyzed the four tabulated sales above for the purpose of estimating the value of the subject before placing the conservation easement on the property. The comparables are located in DeSoto, Indian River, Hendry and Osceola Counties, Florida.

The sales analyzed for the subject parcel have sale dates ranging from March 2019 to December 2020. The comparables selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. Clayton are considered to be good indicators of value for the subject. These sales reflect a range from \$4,002 to \$4,774 per gross acre.

Mr. Clayton has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as conditions of sale, market conditions, location, size, upland/wetland Ratio, access/exposure, encumbrances, amenities, improvements, topography and utilities. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. Clayton brackets the subject between the indications from inferior rated Sale 3 at \$4,236 per gross acre and superior rated Sale 4 at \$4,598 per gross acre. As such, a conclusion is reached at \$4,400 per gross acre. This equates to a final indication of 501 acres times \$4,400 per acre; or \$2,204,400 which is not further rounded.

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

Sale #	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Hardee	Osceola	DeSoto	Okeechobee	Clay
Sale Date	N/A	7/20	9/19	9/18	10/18
Price/Ac	N/A	\$854*	\$1,450	\$1,966	\$1,300
Size/Ac	501	1,287.33	3,716.25	1,296.74	2,607.70
Overall Rating	N/A	Inferior	Slightly Superior	Superior	Similar

\*There are slight variations in acreage for the two commonly utilized sales as Mr. Clayton has rounded to the nearest acre. This does not impact final value conclusions.

Mr. Clayton analyzed the four tabulated sales above for the purpose of estimating the value of the subject after placing the conservation easement on the property. The sales are located in Osceola, Okeechobee, Clay and DeSoto Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from September 2018 to July 2020. The comparables selected are all agricultural properties with similar highest and best use characteristics and all sales are actually encumbered by perpetual conservation easements. The comparable sales selected and analyzed by Mr. Clayton are considered to be good indicators of value for the subject. These sales reflect a range from \$854 to \$1,966 per gross acre.

Mr. Clayton has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as conditions of sale, market conditions, location, size/shape, access/exposure, utilities, remainder rights, unencumbered ratio and improvements. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. Clayton reflects on the range of indications of from \$854 to \$1,966 per gross acre. He concludes at a final value of \$1,400 per gross acre. This

equates to a final indication of 501 acres times \$1,400 per acre; or \$701,400 which is not further rounded.

Overall, the Clayton report was not considered as credible as Mr. String's. The research effort seemed barely adequate than the assignment demanded. This is evidenced by the lack of commonly used sales and given that the String sales were so much more relevant. Furthermore, the reviewer doesn't believe that Mr. Clayton put forth the effort to adequately address the "surface rights" issue. The reviewer actually requested more changes than what was performed particularly as it related to this surface rights issue.

Mr. Clayton's value estimate for the conservation easement is the difference between the value of the property before, minus the value of the property as encumbered. This summary follows:

Total Value Before	\$2,204,400
Total Value After	<u>\$ 701,400</u>
Value of Easement	\$1,503,000

### **Conclusions**

Overall, the reviewer found the String report to be well supported and reasonable leading the reader to similar conclusions. The reports reflected a reasonable range of conclusions to value offering a variance of only 8.91%. The appraisers both arrived at similar conclusions regarding the highest and best use of the subject in both the before and after scenario. Each has adequately analyzed and assessed the impact of the proposed conservation easement on the subject. As such, both reports are considered acceptable and approvable as amended. The reviewer has more confidence in the String report in the final analysis but considers the Clayton report minimally acceptable as submitted.

The **purpose of the appraisals** was to estimate the market value of the subject property before and after acquisition of the proposed conservation easement to be placed on the subject property to estimate its impact on value. The intended use of the appraisals was to serve as a basis for potential acquisition of a conservation easement by the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection (FDEP), the Department of Agriculture and Consumer Services, Florida Forest Service (DACS/FFS) and the United States Department of Agriculture, Natural Resource Conservation Service (USDA/NRCS).

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

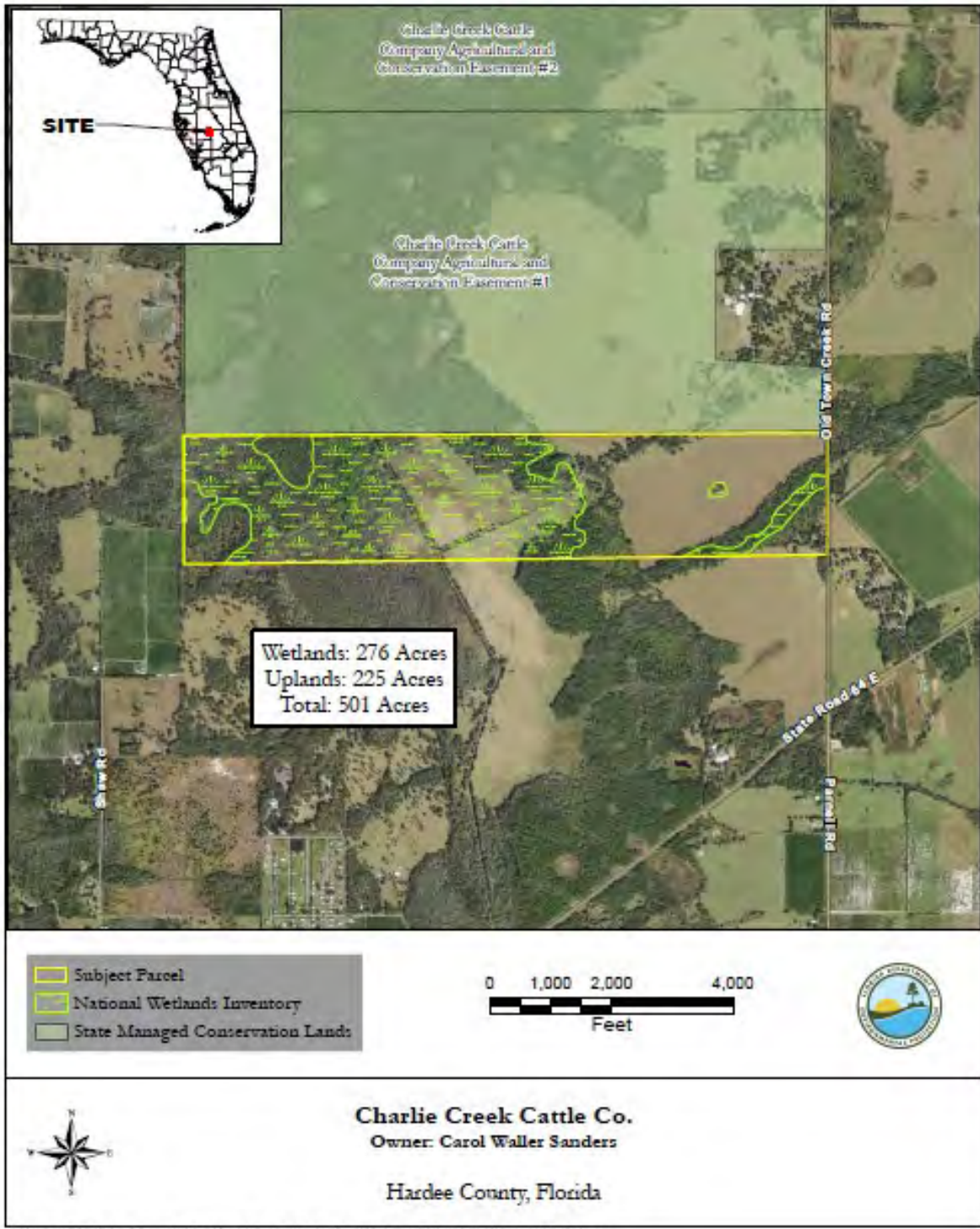
The **Scope of the Review** involved a field review of each of the appraisal reports prepared on the subject property. The reviewer inspected the subject of these appraisals and is familiar with all of the data contained within the reports. The reviewer has not researched the marketplace to confirm reported data or to reveal data which may have

been more appropriate to include in the appraisal report. As part of the review assignment the reviewer has asked the appraisers to address issues deemed relevant to the assignment. I have also analyzed the reports for conformity with and adherence to the *Uniform Standards of Professional Appraisal Practice* (USPAP) as promulgated by the Appraisal Foundation and that of the Appraisal Institute as well as the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016 and finally the Agricultural Land Easement component of the Agricultural Conservation Easement Program (ACEP-ALE) of the United States Department of Agriculture's Natural Resource Conservation Service (NRCS).

### **Acceptance of Appraisals**

The appraisal reports referenced herein are considered acceptable and approvable by the signed reviewer subject to the attached certification with emphasis placed on the more credible report provided by Mr. String.

## Aerial Map



## Documentation of Competence



# Certificate of Completion

Thomas G. Richards, MAI

*has successfully completed the*

*Valuation of Conservation Easements Certificate Program*

*on January 18, 2008.*

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

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

John D. Willey, FASA, President, ASA

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



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



**Certification**

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

1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this review and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of this review report.
5. My analyses, opinion, and conclusions are developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
6. My analyses, opinion, and conclusions are developed and this review report was prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and with the Supplemental Standards for the Board of Trustees Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2016.
7. The appraisals reviewed are in substantial compliance with USPAP, SASBOT, ACEP-ALE as well as Rule 18-1.006, Florida Administrative Code (FAC).
8. I did personally inspect the subject property.
9. No one provided significant professional assistance to the person signing this review report.
10. As of the date of this report, Thomas G. Richards, MAI has completed the requirements of the continuing education program for members of the Appraisal Institute.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. I have not appraised or performed any other services for any other party in regard to this property. I did review appraisals for FDEP in November 2016 for the adjacent property (same owner/same ranch).



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

January 28, 2022  
Date