

**AGENDA**  
**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND**  
**May 23, 2023**

Attachments to the items below can be viewed at the following link:  
<https://floridadep.gov/cab/cab/content/agendas>

\*\*\*\*\*

**Minutes March 13, 2023 Board of Trustees Meeting**

\*\*\*\*\*

**Item 1 EB JV Opportunity Fund, LLC Recommended Consolidated Intent/ Lease Modification**

**REQUEST:** Consideration of (1) an application for a modification of an existing five-year sovereignty submerged land lease containing 18,637 square feet, more or less, to a ten-year sovereignty submerged lands lease and increase the preempted area to 679,936 square feet, more or less, for a commercial docking facility; (2) authorization for the severance of 11,194 cubic yards of sovereignty material; (b) the installation of 789 foot sheetpile wall; (c) of a 500-foot-long wave attenuator; and (d) placement of a 1,443 foot breakwater.

**VOTING REQUIREMENT FOR APPROVAL:** Three votes

**COUNTY:** Manatee

**APPLICANT:** EB JV Opportunity Fund, LLC  
(d/b/a Tarpon Pointe Marina)  
Lease No. 410340783  
Application No. 41-0169753-013-EI

**LOCATION:** 215 8<sup>th</sup> Street East,  
Bradenton, Manatee River, FL  
Waterbody/ Classification: Class III  
Designate Manatee County: No  
Manatee Protection Speed Zone: Slow speed zone all year

**CONSIDERATION:** \$152,929.46, representing (1) \$94,810.27 as the initial annual lease fee computed at the base rate of \$0.1992 per square foot for the total of 679,936 square feet, discounted thirty percent because a minimum of ninety percent of the slips are open to the public for rent on a first-come, first-served basis, pursuant to Rule 18-21.011(1)(b)2., F.A.C.; (2) \$32,932.69 as the one time twenty-five percent surcharge payment for the new lease area of 661,299 square feet, pursuant to Rule 18-21.011(1)(b)3., F.A.C.; and (3) \$25,186.50 for the severance of 11,194 cubic yards of sovereignty material computed at the rate of \$2.25 per cubic yard pursuant to Rule 18-21.011(3)(a)2, F.A.C. The lease fee may be adjusted based on six percent of the annual income if it proves to be greater than the fee computed at the base rate, pursuant to Rule 18-21.011(1)(a)1, F.A.C. Sales tax and county discretionary sales surtax will be assessed pursuant to sections 212.031 and 212.054, F.S., if applicable.

**STAFF REMARKS:** In accordance with rules adopted pursuant to sections 373.427(2) and 253.77(2), F.S., this "Recommended Consolidated Notice" contains a recommendation for issuance of both the permit required under Part IV of Chapter 373, F.S., and the authorization to use sovereignty submerged lands under Chapters 253 and 258, F.S. The Board of Trustees is requested to act on those aspects of the activity which require authorization to use sovereignty submerged lands.

\*\*\*\*\*

**Item 1, Cont.**

The project is required to demonstrate that it is “not contrary to the public interest,” pursuant to Rule 18-21.004(1)(a), F.A.C. The Applicant has provided reasonable assurance that the proposal will maintain essentially natural conditions; will not significantly impact fish and wildlife or other natural

resources, including public recreation and navigation; is consistent with the goals and objectives of the “Conceptual State Lands Management Plan;” is consistent with the local government’s comprehensive plan; and will not interfere with the riparian rights of adjacent property owners. Therefore, the Department of Environmental Protection (the Department) is of the opinion that the proposal is “not contrary to the public interest” and otherwise meets all applicable requirements for a proprietary authorization to use sovereignty submerged lands, pursuant to Article X, Section 11 of the Florida Constitution, Chapter 253, F.S., associated Rule 18-21, F.A.C., and the direction of the Board of Trustees.

**Background**

The property historically consisted of an old railroad loading/unloading site and weigh station for shell dredging that was previously owned by the City of Bradenton. The old rail line extended along the eastern portion of the property and across the Manatee River to the north.

On October 13, 2006, a predecessor in title (applicant) submitted a proposal to the Department for the removal of an 18-slip docking facility and the construction of a 205-slip docking facility preempting 1,014,948 square feet. At the time, the Department assisted the applicant in modifying the proposal to eliminate the need for dredging, and impacts to seagrass and mangroves, along with reducing the preempted area by approximately 40 percent. During the application review, the Department conducted a site inspection which revealed an unauthorized 18-slip docking facility. Lease fees in areas, fines were assessed and paid by the applicant prior to the sovereignty submerged lands lease being issued and subsequently executed on April 3, 2009.

On May 27, 2009, the Board of Trustees approved a request to construct 603,638 square feet, 220-slip commercial docking facility associated with an existing upland 200-unit dry boat storage facility. A sovereignty submerged lands lease was never executed in concurrence with the regulatory approval for the expansion of the existing facility due to funding matters.

On August 2, 2019, the Applicant acquired title to the upland property, and on March 21, 2023, a site inspection revealed an unauthorized dock and mooring area preempting approximately 2,184 square feet of sovereign submerged land. The Applicant entered a Temporary Use Agreement (TUA) on April 25, 2023, which authorizes the use of the dock and adjacent temporary mooring areas through April 25, 2024. The Applicant was assessed applicable fees in the amount of \$2,289.91.

At present, the site contains an upland restaurant (Caddy’s at the Point), shell parking area, a high and dry facility that accommodates 200 vessels, upland fueling facilities, marina office, boat trailer parking area, a loadout area, and an 18-slip temporary docking structure that are used in conjunction with the existing high and dry facility.

\*\*\*\*\*

**Item 1, Cont.**

**Project Description**

The proposed project includes (1) the removal of the existing 18-slip docking structure along with the removal of the TUA authorized dock and temporary mooring area; (2) the dredging of 11,194 cubic yards of sovereignty material; (3) the construction of a 220 wet-slip commercial docking facility in addition to the existing 200-slip high and dry facility for a total of 420-slips; (4) installation of one breakwater and one floating attenuator; and (5) installation of a sheet pile wall landward of the existing shoreline.

The proposed lease modification will increase the preempted area from 18,637 square feet to 679,936 square feet, which is a 661,299 square foot increase. Of the proposed 220 wet slips, eight slips will be temporary and 212 will be permanent. There are no proposed changes to the existing high and dry facility on the upland property.

**Dredging**

The Applicant is proposing to dredge 11,194 cubic yards of sovereignty material to attain an appropriate water depth of -9 at mean low water within the lease area for safe passage of vessels. The spoil material will be utilized onsite as fill for potential future development. Spoil material that will not be utilized onsite will be transported to a landfill in Manatee County or another approved upland site.

**Shoreline Armoring/ Wave Attenuator**

Currently, there is a 266-foot-long seawall located along the western portion of the project area as well as a 156-foot upland “board and batten” retaining wall that is located along the northern point of the project. As part of the proposed project, a new 789-foot sheet pile wall will be constructed landward of the existing concrete seawalls, mangrove fringe, and riprap revetment.

Additionally, this project proposes 1,443 linear feet of breakwater north of the marina, and one floating wave attenuator situated east of the marina. The breakwater and attenuator are required to protect the marina structure from waves and wakes associated with passing vessels and from major storm events.

**Resources**

A resource survey was conducted on August 27, 2021, and no submerged aquatic vegetation was observed in the proposed project area; however, 0.47-acres of sparse and patchy live oyster clusters were observed along the historic railbed extending north from the northernmost point of the project. The area is in the center of the proposed marina and is proposed to be dredged to restore adequate water depths for vessels utilizing the facility. To protect the oysters and mitigate loss from dredging activities, the Applicant proposes to relocate the oyster clusters to an area within the same watershed of the Manatee River prior to, or concurrently with, the commencement of dredging activities. Monitoring and reporting on the success of the relocation efforts are required per the Special Activity License issued by the Florida Wildlife Commission as well as the Environmental Resource Permit.

The access platform and gangways extending to the docking structures will impact 404 square feet of mangrove swamp. To offset unavoidable impacts that will result from the activities traversing mangrove swamp, the Applicant is required to purchase 0.01 of state estuarine forested wetland mitigation credits from the Mangrove Point Mitigation Bank.

\*\*\*\*\*

**Item 1, Cont.**

**Noticing**

The lease modification request was noticed to property owners within a 500-foot radius of the project, and other interested parties, pursuant to Rule 18-21.004(1)(m), F.A.C. There were twelve property

owners specifically noticed within this area, and one of the twelve property owners objected. There were six other interested parties who also responded. The objection topics, along with their responses, are detailed below:

- (1) Marina size and its encroachment into the river; specifically, safe passage for kayak and paddle boarders.

The size, location, and configuration of the marina were addressed through avoidance and minimization of impacts to resources and consideration of secondary and cumulative impacts as required by Department regulations during the application review process. Additionally, the marina will be located 945 feet from the navigation channel and has been deemed “not a navigational hazard” by the U.S. Coast Guard.

- (2) Potential impacts to water quality due to construction and moored vessels.

The potential impacts to water quality are being addressed by specific conditions enumerated in the permit, which will require sewage pump-out facilities, slip rental agreements requiring the regular pump-out of vessels, and draft restrictions placed on vessels to preclude prop dredging. In addition, best management practices, including, turbidity curtains, are required during construction to address water quality, as well as monitoring sites to ensure that turbidity levels are not greater than 29 NTUs above background.

- (3) Impacts to manatees, waterfowl, fish, oysters, and mangroves.

Impacts to manatees have been addressed through specific conditions in the permit, which were Florida Fish and Wildlife Conservation Commission (FWC) recommendations following their review of the project. The applicant has also addressed proposed impacts to manatees by including structure modifications, manatee protection plans and signage, and the addition of a designated FWC Law Enforcement slip to enforce the existing manatee slow speed zone. The Applicant will develop and implement an FWC approved marina education program prior to vessel occupancy of the marina. The existing oyster beds located in the project area are being relocated in the same watershed as the impacts and will be monitored for success. FWC has reviewed the provided Oyster Relocation, Monitoring, and Contingency Plan, and stated that the proposed relocation is viable and adequate. The marina is not proposing impacts to seagrass beds. Mangrove impacts will total 404 square feet. To offset these unavoidable impacts, the Applicant shall purchase 0.01 of state estuarine forested wetland mitigation credits from the Mangrove Point Mitigation Bank.

- (4) Encroachment on riparian rights.

The project does not encroach on riparian lines as set by a licensed state of Florida land surveyor.

\*\*\*\*\*

**Item 1, Cont.**

- (5) Flooding impacts due to piles and steel sheet pile walls as well as scouring cause from increased velocity.

A hydrographic study was completed by the Department’s engineering staff who deemed that the associated impacts will be minimal. The project has also been

evaluated for potential flooding and scouring impacts through the completion of a Wave Analysis and Attenuation Study, as well as a Hydrographic Study. These studies provide reasonable assurance that the introduction of the marina should not cause adverse impacts to flooding, scouring, or erosion.

- (6) Impacts caused from a hurricane with significant tidal surge.

Potential impacts resulting from hurricanes have been sufficiently addressed within the Hurricane Preparedness Guidelines, which outlines procedures to be implement throughout a hurricane event.

- (7) Dredging a substantial volume from the river bottom.

Potential adverse impacts, due to dredging, were addressed through the avoidance and minimization of resource impacts as well as the consideration of secondary and cumulative impacts as required by the Department’s procedures during the application review process. In addition, due to historical filling associated with the creation of the old rail line across the river for shell mining activities, the proposed dredging will restore the riverbed to its original depth configuration, which will also allow for the safe passage of vessels.

- (8) Visual impacts to homeowners and new Riverwalk users.

As proposed, the marina will be visible from the Riverwalk and located approximately 370 feet from the cove area along the shoreline of Riverside Drive; therefore, open water views should remain after construction.

**Comprehensive Plan**

A local government comprehensive plan has been adopted for this area pursuant to section 163.3167, F.S.

(Attachment 1, Pages 1-61)

**RECOMMEND: APPROVAL, SUBJECT TO THE SPECIAL LEASE CONDITIONS, AND PAYMENT OF \$152,929.46**

\*\*\*\*\*

\*\*\*\*\*

**Item 2 Charlotte Sarasota Holdings, LLP Modification of Restrictive Covenant**

**REQUEST:** Consideration of a request from Charlotte Sarasota Holdings, LLP, for a Modification of Restrictive Covenant on an approximately 210-acre parcel conveyed in Board of Trustees’ Deed No. 31305, now owned by Charlotte Sarasota Holdings, LLP.

**VOTING REQUIREMENT FOR APPROVAL:** Three votes

**COUNTY:** Charlotte

**APPLICANT:** Charlotte Sarasota Holdings, LLP, a Florida limited liability partnership (CSH)

**LOCATION:** Sections 03, 09 and 10, Township 41 South, Range 21 East

**STAFF REMARKS:**

**Background**

On December 16, 2003, the Board of Trustees approved a settlement agreement to resolve a quiet title action filed by South Florida Land Holdings, LLC and CSH. The settlement agreement resulted in approximately 468 acres of land on the Florida Forever list being conveyed to the Board of Trustees and 210 acres of land owned jointly by the Board of Trustees and Southwest Florida Water Management District (SWFWMD) being conveyed to CSH. The 210-acre property was created from upland spoil, leaving little native habitat and a large invasive plant infestation; thus, it was declared no longer needed for conservation purposes by the Board of Trustees. The settlement agreement also required a perpetual restrictive covenant on the 210 acres limiting the residential development to 1.5 units per acre. The restrictive covenant does not limit CSH from developing any other improvement, including commercial and industrial, that complies with the existing or future Charlotte County (County) Zoning Code or that may be approved under a planned unit development (PUD).

**Current Restrictive Covenant:**

*“Residential development of the Property shall be limited to 1.5 units per acre. This Restrictive Covenant shall only apply to limit the number of residential units that can be developed on the Property and shall not limit GRANTEE and its successors and assigns from developing any other improvement on the Property that complies with the existing or future Charlotte County Zoning Code or that may be approved under a planned unit development.”*

**Current Request**

The restrictive covenant limits potential residential development on the property; however, it does not limit other types of development that may be allowable by current or future County zoning requirements. As such, the property could be developed into a wide variety of industrial or commercial uses including but not limited to, gas stations, dry cleaners, retail centers, restaurants, office space, or other similar uses. CSH is requesting an increase from 1.5 residential units per acre to 2.5 residential units per acre along with a prohibition of all types of commercial and industrial development on the property. The modification of the restrictive covenant will remain subject to compliance with Charlotte County’s Zoning Code or an approved PUD.

As part of any future residential development on the property, CHS is proposing to use green development techniques above and beyond standard state and local permitting requirements, public

\*\*\*\*\*

**Item 2, Cont.**

access to greenspace with pedestrian and bicycle use, the removal of any invasive plants with the replacement of native landscaping, the implementation of ‘dark skies lighting’, and conducting water reuse where feasible.

**Proposed Restrictive Covenant:**

*“The development of the Property shall solely be limited to residential purposes with a maximum of 2.5 units per acre, that complies with the existing or future Charlotte County*

*Zoning Code or that may be approved under a planned unit development. All other development is strictly prohibited.”*

The modification of restrictive covenant in no way waives any regulatory requirements including but not limited to those of the Department of Environmental Protection and local government. Additionally, CHS will need to request a Modification of Restrictive Covenant from the SWFWMD (District) on the restriction as the District still holds its former 50 percent interest in the restrictive covenant.

**Comprehensive Plan**

The current County zoning of the property is classified as “RSF-2 or Residential Single Family - 2” which allows two residential development units per acre. The County also employs a Transfer of Density Units program that establishes a minimum and maximum number of residential units for a single property and allows for the transfer of density units from one property to another property for the purpose of development. The base residential density over the whole property is currently five residential units total, with the potential maximum density of 3.61 residential units per acre. Any proposed residential development above five residential units will require County approval and CHS to purchase transferable residential density units.

The modification of restrictive covenant shall not be construed to bind, require, or encourage the County to increase allowable residential density.

(Attachment 2, Pages 1-8)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 3 Ru-Mar, Inc. Option Agreement/ Conservation Easement/ Bluefield to Cow Creek Florida Forever Project**

**REQUEST:** Consideration of an option agreement to acquire a conservation easement over approximately 3,176 acres within the Bluefield to Cow Creek Florida Forever project from Ru-Mar, Inc.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

\*\*\*\*\*

**Item 3, Cont.**

**COUNTY:** St. Lucie

**LOCATION:** Sections 16, 20, 21, 28 and 32 through 34, Township 36 South, Range 37 East

**CONSIDERATION:** \$11,433,600

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED VALUE</u>	<u>SELLER'S PURCHASE PRICE</u>	<u>TRUSTEES' PURCHASE PRICE</u>	<u>OPTION DATE</u>
		<u>(String)</u>	<u>(Jones)</u>				
Ru-Mar, Inc.	3,176	03/23/2023	03/23/2023	\$11,900,000	\$11,900,000	\$11,433,600**	120 days after BOT Approval
					*	(96 %)	

\*Property was acquired in September of 1965 as part of a larger acquisition.

\*\*\$3,600 per acre.

**STAFF REMARKS:** The subject property is located within the Bluefield to Cow Creek Florida Forever project, ranked number 27 in the Less-Than-Fee project category, approved by the Board of Trustees March 13, 2023. The project contains 10,996 acres, of which 9,936 acres have been acquired or are under agreement to be acquired.

**Project Description**

The Bluefield to Cow Creek project will protect a significant portion of South Florida’s rural landscape, high-quality natural wetlands, wildlife habitat, and the water resources of the region. The entire project is within the Cypress Creek/Trail Ridge Natural Storage and Water Quality Area, as identified in the Indian River Lagoon-South Restoration Plan, a component of the Comprehensive Everglades Restoration Plan. The conservation of this expansive, undeveloped area will protect the water quality of the St. Lucie River Estuary and Indian River Lagoon. The dominant natural feature of the project is the large system of basin swamp and hydric hammock that generally extend along the entire western boundary continuing to the north and south. The Bluefield to Cow Creek project area provides a public benefit through water quality protection, rural landscape conservation, and as a wildlife corridor.

**Property Description**

The 3,176-acre subject property is a working cattle ranch, with approximately 350 head of cattle, located in west-central St. Lucie County and is situated between the St. Lucie Pinelands Preserve and Cypress Creek Preserve. Acquiring less-than-fee protection over the subject property will enhance coordination and completion of land acquisition projects; increase the protection of Florida’s biodiversity at the species, natural community, and landscape levels; protect, restore and maintain the quality and natural functions of land, water, and wetland systems of the state; and ensure that sufficient quantities of water are available to meet the current and future needs of natural systems and the citizens of the state. The subject property lies within a wildlife corridor in the Florida Ecological Greenways Network.

**Prohibited Uses**

Under the proposed conservation easement, the subject property will be restricted in perpetuity by the provisions of the easement, a summary of which includes, but is not limited to, the following prohibited uses:



\*\*\*\*\*

**Item 3, Cont.**

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, etc., by means of surface exploratory and extractor operations, except as reasonably necessary to combat erosion or flooding, or except as necessary and legally permitted for the conduct of permitted activities;
- Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in the easement;
- Acts or uses detrimental to the preservation of any historical or archaeological significance, will be prohibited;
- The removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation, including but not limited to cypress trees, except as otherwise specifically provided in the easement.
- There shall be no planting of nuisance exotic or non-native plants;
- Commercial or industrial activities will be prohibited, except as may be incidental to the exercise of grantor's reserved rights in Article V;
- New construction or placing of temporary or permanent structures or buildings on the subject property will be prohibited except as may be necessary for maintenance or normal operations or during emergency situations;
- Construction or creation of new roads or jeep trails will be prohibited;
- The operation of motorized vehicles will be prohibited except on established trails and roads unless necessary: (1) to protect or enhance the conservation purposes of this Easement, (2) for emergency purposes, (3) for cattle ranching purposes, and (4) to retrieve game that has been hunted legally;
- Currently improved pasture shall not be converted to more intense agricultural use; however, 125 acres of improved pasture, as depicted in the BDR, may be converted to row crops;
- Spring recharge areas must use best management practices (BMPs) for fertilizer use, as established by Florida Department of Agriculture and Consumer Services and agriculture activities with 100 feet of sinkholes, springs, and other karst features are prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species are prohibited;
- Subdivision of the subject property is prohibited, except as may otherwise be provided in Article V;
- Signs, billboards, or outdoor advertisements are prohibited, except signs designating the subject property as conservation lands protected by the State of Florida or reasonable directional or postal signs of Grantee;
- No commercial water wells;
- No commercial timber harvesting; and
- There shall be no mitigation bank established on the subject property;

**Owner's Rights Retained**

The proposed conservation easement will allow the owner to retain certain rights. The summary of owner's rights includes, but is not limited to, the following:

\*\*\*\*\*

**Item 3, Cont.**

- The right to observe, maintain, photograph, introduce and stock fish or wildlife, native to the state of Florida, on the subject property and to use the property for hiking, camping, and horseback riding; Grantor reserves, and shall continue to own, the hunting and fishing rights on, or related to, the subject property and Grantor may lease and sell privileges of such rights.
- The right to conduct controlled and prescribed burns with proper authorization;
- The right to mortgage the subject property;
- The right to contest tax appraisals, assessments, taxes and other charges on the subject property.
- The right to continue to use, maintain, repair, and reconstruct, but not to relocate or enlarge, all existing structures as depicted in the Baseline Documentation Report (BDR);
- The right to construct additional agricultural and silvicultural structures, not to exceed 10,000 cumulative square feet, as may be required for cattle operations;
- The right to exclusive use of the improvements depicted in the BDR;
- The right to cultivate and harvest hay and Bahia sod as depicted in the BDR, provided that at least 75% of the improved pasture or hay area shall remain unharvested in any one calendar year;
- The right to continue existing agricultural practices as depicted in the BDR;
- The right to host on the subject property relocated endangered or threatened species or species of special concern that are native to the State of Florida;
- The right to maintain or restore the existing natural upland and wetland communities on the subject property, as depicted in the BDR;
- The right to maintain Grantor’s commercial cattle operation. The cattle operation shall be conducted in accordance with BMPs for beef operations published by the Florida Department of Agriculture and Consumer Services, as amended from time to time;
- The right to construct four new residential structures, along with access driveways and outbuildings. Each residential structure shall be limited to 5,000 square feet and have no more than two related outbuildings limited to 2,500 square feet each. The new residential and outbuilding impacts shall be limited to 2.5 contiguous acres each; and
- The right to subdivide the subject property into no more than four parcels for lineal descendants. Each parcel shall be no less than ten acres.

**Mortgages and Liens/Encumbrances**

All mortgages and liens will be satisfied or subordinated at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Florida Department of Environmental Protection (Department) the authority to review and evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

**Closing Information**

A title insurance commitment, survey, environmental site assessment, and baseline documentation report will be provided by the purchaser prior to closing.

\*\*\*\*\*

**Item 3, Cont.**

**Monitoring Agency**

The subject property will be monitored by the Department’s Office of Environmental Services (OES). OES currently monitors 146 conservation easements protecting 289,807 acres.

**Comprehensive Plan**

This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands’ section of the State Comprehensive Plan.

(Attachment 3, Pages 1-43)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 4 Avalon Plantation, LLC Option Agreements/ Conservation Easements/ Monitoring Agency Designation/ Management Policy Statement Confirmation/ Avalon Florida Forever Project/ Delegation of Authority**

**REQUEST:** Consideration of (1) two option agreements to acquire conservation easements over approximately 6,929 acres within the Avalon Florida Forever project from Avalon Plantation, LLC.; (2) designation of the Florida Department of Environmental Protection, Office of Environmental Services, as the monitoring agency; (3) confirmation of the management policy statement; (4) a modification to the current delegation of authority to increase the authority currently delegated to the Secretary of the Department of Environmental Protection, or designee, to approve contracts and agreements to purchase land up to \$5,000,000; to designate a land manager and evaluate, amend and approve, as appropriate, the management policy statement, concurrent with the approval of the initial acquisition agreement within a Florida Forever project; and waive the requirement for two appraisals if the anticipated value of the property to be acquired is \$5,000,000 or less.

**VOTING REQUIREMENT FOR APPROVAL:** (1) Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting; and (2) three votes.

**COUNTY:** Jefferson

**LOCATION:** (Rosewood) Sections 25, 26, 35 and 36, Township 01 North, Range 04 East; Sections 01 through 02, and 03, 10 through 11 through 13 and 18, Township 01 South, Range 04 East; (St. Joe) Sections 09 through 11, 13 through 16, 19 through 21, 28 and 33, Township 01 South, Range 04 East

**CONSIDERATION:** \$8,141,575

		APPRAISED BY		APPROVED VALUE	SELLER’S PURCHASE PRICE	TRUSTEES’ PURCHASE PRICE	OPTION DATE
ROSEWOOD PARCEL	ACRES	(Albright) 03/09/2023	(Griffith) 03/09/2023				
Avalon Plantation, LLC	3,662	\$4,395,000	\$4,028,000	\$4,395,000	\$*	\$4,302,850** (98%)	120 days after BOT Approval

\*\*\*\*\*

**Item 4, Cont.**

ST. JOE <u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		(Albright) <u>04/12/2023</u>	(Griffith) <u>04/12/2023</u>				
Avalon Plantation, LLC	3,267	\$3,920,000	\$3,594,000	\$3,920,000	\$*	\$3,838,725** (98%)	120 days after BOT Approval

\*Seller purchased the property over multiple decades.

\*\*\$1,175 per acre.

**STAFF REMARKS:** The subject property is located within the Avalon Florida Forever project, ranked number 20 in the Florida Forever Critical Natural Lands category, approved by the Board of Trustees on March 13, 2023. The project contains 13,270 acres, of which 6,929 acres have been acquired or under agreement to be acquired.

**Project Description**

The Avalon Florida Forever project will provide substantial contributions to the long-term protection of forestland and wetland systems characteristic of the Red Hills Region of Florida. The project will protect high quality ecological communities that provide critical habitat for the region’s rare and imperiled species and contribute to a contiguous corridor of conservation lands to provide important ecological connectivity in a rapidly growing region of the state.

**Property Description**

The subject properties consist of two parcels totaling 6,929 acres. The 3,662-acre Rosewood parcel, and 3,267-acre St. Joe parcel are located in central Jefferson County and actively managed to support silviculture and hunting activities. Acquiring a less-than-fee protection of the subject properties will protect the wide variety of rare plant and animal species that are documented to be present on site, which include the Florida black bear, gopher tortoise, southern fox squirrel, Bachman’s sparrow, and the yellow fringed orchid. The subject properties are also within the Wacissa Spring shed and the acquisition will provide important surface and groundwater protection for the Wacissa River and the Wacissa Springs Group. The subject properties lie within a wildlife corridor of the Florida Ecological Greenways Network, as well as the Northwest Florida Sentinel Landscape.

**Prohibited Uses**

Under the proposed conservation easement, the subject property will be restricted in perpetuity by the provisions of the easement, a summary of which includes, but is not limited to, the following prohibited uses:

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless needed for maintenance as provided in the easement;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;

\*\*\*\*\*

**Item 4, Cont.**

- The removal, destruction, cutting, trimming, mowing, alteration, or spraying with biocides of trees, shrubs, or other natural vegetation will be prohibited, unless needed for conservation purposes, as provided in the easement;
- There shall be no planting of nuisance exotic or non-native plants;
- Commercial and industrial activities will be prohibited, except as may be incidental to the exercise of grantor’s reserved rights in Article V;
- New construction or placing of temporary or permanent structures or buildings on the subject property will be prohibited except as may be necessary for maintenance, normal operation or emergency situations, or as permitted in Article V;
- Construction of new roads or jeep trails will be prohibited, except as associated with activities allowed under the provisions of Article V of the easement;
- The operation of motorized vehicles will be prohibited except on established trails and roads unless (1) necessary to protect or enhance the conservation values of the subject property; (2) for emergency purposes; (3) for silviculture or agriculture purposes; and (4) to retrieve game that has been hunted legally;
- Current agricultural uses shall not be converted to more intense agricultural uses, and Natural Areas shall remain Natural Areas;
- Spring recharge areas must use, best management practices for fertilizer use, as established by Florida Department of Agriculture and Consumer Services and agriculture activities within 100 feet of sinkholes, springs and other karst features is prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species is prohibited;
- Subdivision of the subject property is prohibited, except as provided in the easement under Article V;
- Signs, billboards, or outdoor advertising is prohibited except signs designating the subject property as conservation lands protected by the State of Florida or reasonable directional or postal signs;
- No commercial water wells;
- No commercial timber harvesting except as provided in the easement under Article V; and
- There shall be no mitigation banks established on the subject property.

**Owner’s Rights Retained**

The proposed conservation easement will allow the owner to retain certain rights. The summary of owner’s rights includes, but is not limited to, the following:

- The easement runs with the land and will be included in any sale of the subject property;
- The right to observe, maintain, photograph, fish, hunt, and introduce and stock native fish or wildlife, to use the subject property for passive, resource-based recreation activities not inconsistent with the purpose of the easement. Grantor shall continue to own hunting and fishing rights;
- The right to conduct controlled and prescribed burns with proper authorization;
- The right to mortgage the subject property;
- The right to contest taxes;

\*\*\*\*\*

**Item 4, Cont.**

- The right to continue to use, maintain, repair, and reconstruct, but not relocate all existing buildings as depicted on the Baseline Documentation Report (BDR), no larger than 125% of the original size;
- The right to exclusive use of the improvements depicted in the BDR;
- The right to continue existing agricultural practices, as depicted in the BDR, and the use of commonly accepted fertilizers, pesticides, and herbicides using best management practices (BMPs);
- The right to host relocated endangered, threatened or special concern of native Florida species;
- The right to maintain or restore the existing natural habitat communities per the BDR;
- The right to operate and maintain existing impoundments for waterfowl habitat management. The right construct one impoundment not to exceed 50 acres in areas depicted in the BDR;
- The right in silviculture and agriculture areas, as depicted in the BDR, to construct additional agriculture structures that may be required for silviculture and agriculture operations;
- The right to construct new and maintain existing firebreaks;
- The right to engage in silviculture in areas identified in the BDR;
- The right to continue existing vegetation management practices for wildlife habitat and wildlife food plots within those areas depicted in the BDR;
- The right to maintain and construct perimeter fencing of the subject property;
- The right to participate in programs or projects that benefit the environmental attributes, or permissible agriculture uses of the subject property;
- The right to construct (Rosewood) six additional residential structures. Each of the six residential structures shall be limited to 15,000 square feet. Each residential area shall be limited to no more than 5 contiguous acres. The right to divide the Property into a total of three parcels and the parcels shall be no less than 1,000 acres each;
- The right to construct (St. Joe) four additional residential structures. Each of the four residential structures shall be limited to 15,000 square feet. Each residential area shall be limited to no more than 5 contiguous acres. The right to divide the Property into a total of two parcels and the parcels shall be no less than 1,000 acres each; and
- The right to construct (St. Joe) one dock on the shoreline of Lake Galloway.

**Mortgages and Liens**

All mortgages and liens will be satisfied or subordinated at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Florida Department of Environmental Protection (Department) the authority to review and evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

**Closing Information**

A title insurance commitment, survey, environmental site assessment, and a baseline documentation report will be provided by the buyer prior to closing.

\*\*\*\*\*

**Item 4, Cont.**

**Monitoring Agency**

The subject property will be monitored by the Department’s Office of Environmental Services (OES). OES currently monitors 146 conservation easements Protecting 289,807 acres.

**Management Policy Statement**

Section 259.032(7)(d), F.S., requires that the Board of Trustees, current with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the project as provided by section 253.035, F.S., consistent with the purposes for which the lands are acquired. The Department recommends that the Board of Trustees confirm the management policy statement as follows:

As a proposed conservation easement or other less-than-fee interest, the project will be managed by the private landowner with restrictions under the agreement. The purchase of the development rights, the prohibition of any further conversion of existing natural areas to agriculture uses and limited public access will likely be the primary focus of the conservation easement.

**Comprehensive Plan**

This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands’ section of the State Comprehensive Plan.

**Delegated Authority**

During the 2023 Legislative session, House Bill (HB) 1379 was approved by the Florida Legislature. HB 1379 makes statutory changes related to the Board of Trustee’s authority and the Department requests modifications to its existing delegated authority to reflect the statutory changes in HB 1379.

Currently, section 253.025(4), F.S., provides for the Department to review and approve agreements to acquire real property for the purposes described in Chapters 253, 259, 260 and 375, F.S., except when:

1. the purchase price exceeds the maximum appraised value,
2. the purchase price exceeds \$1 million,
3. the purchase is the initial purchase in a Florida Forever project, or
4. other conditions adopted in rule such as nonmarketable title or encumbered in such a way as to significantly affect management.

In addition, section 259.032(7)(d), F.S., currently requires the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a Florida Forever project, to designate an agency or agencies to manage such lands; and to evaluate and amend, as appropriate, the management policy statement for the project to ensure that the policy statement is compatible with conservation, recreation, or both.

HB 1379 increases the contract price for a land acquisition agreement that requires approval by the Board of Trustees from \$1 million to \$5 million. The bill also removes the requirement that an agreement for an acquisition that is the initial purchase in a Florida Forever project must be approved by the Board.

\*\*\*\*\*

**Item 4, Cont.**

Prior to negotiating for any conservation parcel, the property must be vetted through the Acquisition and Restoration Council’s review and approval process to be recommended for the Florida Forever Project List (List). The List is then subject to the Board of Trustees’ approval before negotiations can begin using the acquisition process guided by established rules and statutes for consistency. Since 2019, 68 acquisition transactions were presented to the Board of Trustees by the Department and approved. All were acquired using the identical acquisition process but 49 of the items, or approximately 72 percent, could have been approved under the authority being requested. Over the last year, the Department has exercised this authority judiciously and notified the Board of Trustees when a delegated authority has been used.

On March 29, 2022, the Board of Trustees delegated to the Secretary of the Department, or designee, as follows:

*Unless the acquisition is the initial purchase within a project, approve contracts for purchases of parcels and/or conservation easements having a purchase price of no more than \$1,000,000, or unless the purchase price agreed to by the seller exceeds the value established by the rules of the BOT.*

The revised requested delegated authority, related to section 253.025(4), F.S., to the Secretary of the Department, or designee, contingent upon HB 1379 becoming law, would be as follows:

*Approve contracts for purchases of parcels and/or conservation easements having a purchase price of no more than \$5,000,000, or unless the purchase price agreed to by the seller exceeds the value established by the rules of the BOT, and concurrent with the approval of the initial acquisition agreement within a Florida Forever project, designate an agency or agencies, to manage such lands, and evaluate, amend and approve, as appropriate, the management policy statement.*

Section 253.025(8)(b), F.S., currently requires that before a parcel may be approved for acquisition by the Board of Trustees or the Department, two appraisals are required when the estimated value of a parcel exceeds \$1 million.

HB 1379 increases the requirement to conduct two appraisals from when the estimated value of a parcel exceeds \$1 million to an estimated value of \$5 million.

On September 9, 2015, the Board of Trustees delegated to the Secretary of the Department, or designee, as follows:

*Waive the requirement for two appraisals if the anticipated value of the property to be acquired is \$1,000,000 or less.*

The revised requested delegated authority, related to section 253.025(8), F.S., to the Secretary of the Department, or designee, contingent upon HB 1379 becoming law, would be as follows:



\*\*\*\*\*

**Item 4, Cont.**

*Waive the requirement for two appraisals if the anticipated value of the property to be acquired is \$5,000,000 or less.*

(Attachment 4, Pages 1-103)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 5 Lykes Bros., Inc. Option Agreement/ Conservation Easement/ Fisheating Creek Ecosystem Florida Forever Project/**

**REQUEST:** Consideration of an option agreement to acquire a conservation easement over approximately 10,464 acres within the Fisheating Creek Ecosystem Florida Forever project from Lykes Bros., Inc.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**COUNTY:** Glades

**LOCATION:** Sections 34 through 36, Township 39 South, Range 29 East; Sections 13, 14, 23 through 25, Township 40 South, Range 28 East; Sections 01 through 04, 08 through 17, 21 through 26 and 36, Township 40 South, Range 29 East

**CONSIDERATION:** \$20,750,000

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED VALUE</u>	<u>SELLER'S PURCHASE PRICE</u>	<u>TRUSTEES' PURCHASE PRICE</u>	<u>OPTION DATE</u>
		<u>(Holden)</u>	<u>(String)</u>				
Lykes Bros., Inc.	10,464	10/26/2022 \$20,928,000	10/26/2022 \$20,900,000	\$20,928,000	\$*	\$20,750,000** (99%)	120 days after BOT Approval

\*Property was assembled over 75 years.

\*\*\$1,983 per acre.

**STAFF REMARKS:** The subject property is located within the Fisheating Creek Ecosystem Florida Forever project, ranked number one in the Florida Forever Less-Than-Fee project category, approved by the Board of Trustees on March 13, 2023. The project contains 190,739 acres, of which 85,849 acres have been acquired or are under agreement to be acquired.

**Project Description**

Fisheating Creek, the only undammed tributary to Lake Okeechobee, flows through vast prairies and flatwoods primarily owned by Lykes Bros., Inc. The Fisheating Creek Ecosystem project will acquire both less-than-fee and fee-simple property to help preserve this natural land, which links the Okaloacoochee Slough, Big Cypress Swamp, Babcock-Webb Wildlife Management Area, and Lake Okeechobee. This project will also help to ensure the survival of the Florida panther, swallow-tailed

\*\*\*\*\*

**Item 5, Cont.**

kite, as well as protect many other rare and endangered animals including a number of migratory bird species.

The project meets the Florida Forever measures of using alternatives to fee-simple acquisitions while increasing the protection of Florida’s biodiversity at the species, natural community, and landscape levels; protecting, restoring, and maintaining the quality and natural functions of land, water, and wetland systems of the state; ensuring that sufficient quantities of water are available to meet the current and future needs of natural systems and the citizens of the state; increasing natural resource-based public recreation or educational opportunities; preserving significant archaeological or historic sites; and increasing the amount of forestland available for sustainable management of natural resources.

A landscape connection with other conservation lands, including federal ownership, ensures longevity for a wide range of species, including the Florida panther, and provides opportunities for wetlands and water shed protection.

**Property Description**

The subject property consists of two non-contiguous parcels totaling 10,464 acres. Both the eastern 8,933-acre parcel and the western 1,531-acre parcel share the majority of its boundary with the Fisheating Creek Wildlife Management Area and Platt Branch Wildlife Environmental Area and is Phase II of an acquisition partnership with Lykes Bros, Inc. Phase I, was a 6,787-acre tract, approximately three miles south of the subject property, was completed in July 2022.

This area has been designated by the U.S. Fish and Wildlife Service as part of the Primary Dispersal/Expansion Area for the federally listed endangered Florida panther. The subject property provides habitat for an ecological greenway and aquifer recharge. Serving as a primary and secondary zone for the federally endangered Florida panther, numerous records of panther use, as well as other rare and threatened plants and animals, have been noted throughout the subject property. Increasing the conservation land footprint provides habitat critical to panther recovery and their long-term survival. The property lies within a wildlife corridor in the Florida Ecological Greenways Network.

**Prohibited Uses**

Under the proposed conservation easement, the subject property will be restricted in perpetuity by the provisions of the easement, a summary of which includes, but is not limited to, the following prohibited uses:

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration by the grantor for and extraction of oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations will be prohibited, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless needed for maintenance as provided in the easement;

\*\*\*\*\*

**Item 5, Cont.**

- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- The removal, destruction, cutting, trimming, mowing, alteration, or spraying with biocides of trees, shrubs, or other natural vegetation will be prohibited, unless needed for conservation purposes, as provided in the easement under Article V;
- There shall be no planting of nuisance exotic or non-native plants;
- Commercial and industrial activities will be prohibited, except as may be incidental to the exercise of grantor’s reserved rights, as specifically provided for in Article V;
- New construction or placing of temporary or permanent structures or buildings on the subject property will be prohibited except as may be necessary for maintenance, normal operation or emergency situations, or as permitted in Article V;
- Construction of new roads or jeep trails will be prohibited, except as associated with agricultural activities allowed under the provisions of Article V of the easement;
- The operation of motorized vehicles will be prohibited except on established trails and roads unless (1) necessary to protect or enhance the conservation values of the subject property; (2) for emergency purposes; (3) cattle ranching purposes; and (4) retrieve game hunted legally;
- Current agricultural uses shall not be converted to more intense agricultural uses and Natural Areas shall remain Natural Areas;
- Actions or activities that may be expected to adversely affect threatened or endangered species is prohibited;
- Subdivision of the subject property is prohibited, except as provided in the easement under Article V;
- Signs, billboards, or outdoor advertising is prohibited except signs designating the subject property as conservation lands protected by the State of Florida;
- There shall be no commercial water wells; and
- There shall be no mitigation banks established on the subject property.

**Owner’s Rights Retained**

The proposed conservation easement will allow the owner to retain certain rights. The summary of owner’s rights includes, but is not limited to, the following:

- The easement runs with the land and will be included in any sale of the subject property;
- The right to observe, maintain, photograph, fish, hunt, and introduce and stock native fish or wildlife, to use the property for non-commercial, passive, resource-based recreation not inconsistent with the purpose of the easement. In addition, the owner reserves hunting and fishing rights related to the subject property and may lease and sell privileges of such rights;
- The right to conduct controlled or prescribed burns with proper authorization;
- The right to mortgage the subject property; provided, however the Mortgagee’s lien shall be inferior to and lower in priority than this easement;
- The right to contest tax authority;
- The right to continue to use, maintain, repair, and reconstruct, but not relocate or enlarge all existing buildings, roads, ponds ditches and other improvements as depicted on the Baseline Documentation Report (BDR). Any existing facilities requiring replacement may be increased in size no larger than 125% of the original structure it replaces as per the BDR;

\*\*\*\*\*

**Item 5, Cont.**

- The right to exclusive use of the improvements as depicted on the BDR;
- The right to continue existing agricultural practices, as depicted in the BDR, and the use of commonly accepted fertilizers, pesticides, and herbicides using best management practices (BMP);
- The right to construct or reconstruct additional agricultural structures for agricultural operation not to exceed 10,000 cumulative square feet;
- The right to cultivate and harvest hay and sod and plant and harvest row crops in the existing agricultural areas. No more than 25% of the existing agriculture area may be converted to row crops in a calendar year and no more than 25% of the improved pasture or hay area may be harvested for sod and row crops in a calendar year;
- The right to engage in silviculture in the agriculture areas per the BDR;
- There shall be no harvesting in the natural areas per the BDR;
- The right to harvest landscape, medicinal and ornamental plants in the agricultural areas per BMPs;
- The right to harvest alligator eggs only with authorization from Florida Fish and Wildlife Conservation Commission;
- The right to host on the subject property relocated endangered or threatened species;
- Grantor reserves the right to engage in properly permitted upland and wetland restoration and enhancements;
- The right to maintain the Grantor’s commercial cattle operation. The cattle operation shall be conducted in accordance with BMPs for cow/calf operations published by the Florida Department of Agriculture and Consumer Services, as amended from time to time;
- The right to rezone, subdivide, and construct four new residential structures, along with access driveways and each homesite shall be limited to 35,000 square feet of impervious surface;
- The right to subdivide the subject property into one lot for each residence allowed in the easement and each lot shall be no less than 20 acres;
- Grantor reserves the right to participate in programs that provide environmental enhancements to the subject property; and
- The right to maintain existing food plots for game and wildlife as depicted in the Baseline Documentation.

**Mortgages and Liens**

All mortgages and liens will be satisfied or subordinated at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to Department of Environmental Protection (Department) the authority to review and evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

**Closing Information**

A title insurance commitment, survey, environmental site assessment, and a baseline documentation report will be provided by the purchaser prior to closing.

\*\*\*\*\*

**Item 5, Cont.**

**Monitoring Agency**

The subject property will be monitored by the Department’s Office of Environmental Services (OES). OES currently monitors 146 conservation easements protecting 289,807 acres.

**Comprehensive Plan**

This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands’ section of the State Comprehensive Plan.

(Attachment 5, Pages 1-53)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 6 Swan-Smilely Preserve, LLC Option Agreement/ Longleaf Pine Ecosystem Florida Forever Project**

**REQUEST:** Consideration of an option agreement to acquire 497 acres within the Longleaf Pine Ecosystem Florida Forever project from Swan-Smilely Preserve, LLC.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**COUNTY:** Marion

**LOCATION:** Sections 10, 11, 17 and 20, Township 13 South, Range 25 East

**CONSIDERATION:** \$5,135,000

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER’S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES’</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		(Rhodes) <u>09/02/2022</u>	(Benson) <u>09/02/2022</u>				
Swan-Smilely Preserve, LLC	497	\$5,270,000	\$5,000,000	\$5,270,000	\$*	\$5,135,000** (97%)	120 days after BOT approval

\*Seller inherited and purchased the property over multiple decades.

\*\*10,331 per acre.

**STAFF REMARKS:** The subject property is located within the Longleaf Pine Ecosystem Florida Forever project, ranked number 10 in the Florida Forever Critical Natural Lands project category, approved by the Board of Trustees on March 13, 2023. The project contains 23,946 acres, of which 10,412 acres have been acquired or under agreement to be acquired.

\*\*\*\*\*

**Item 6, Cont.**

**Project Description**

The purpose of the Longleaf Pine Ecosystem project is to conserve the largest and highest quality fragments of old-growth longleaf pine sandhill; one of Florida’s most distinctive and endangered forest types. State acquisition will help to ensure the survival of numerous imperiled plant and animal species such as the red-cockaded woodpecker and provide the public an opportunity to experience the original and increasingly rare Florida sandhill community.

**Property Description**

The subject property consists of three non-contiguous parcels totaling 497 acres. The eastern 48-acre, central 137-acre, and western 312-acre parcels, all have frontage along Lake Kerr in northeastern Marion County. The most unique feature of these properties is the existence of unpreserved large stands of old-growth and mature longleaf pine that includes individual specimens of longleaf pine documented to be more than 300 years old. These areas of sandhill are ideal habitat for the federally endangered red-cockaded woodpecker and play a critical role in connecting existing populations of the species that occur on adjacent conservation lands. Maintaining this property in its natural state will also protect the Floridan aquifer and the water quality of Lake Kerr.

**Mortgages and Liens**

All mortgages and liens will be satisfied at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Florida Department of Environmental Protection (Department) the authority to review and evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

**Closing Information**

A title insurance policy, survey, and environmental site evaluation will be provided by the buyer prior to closing.

**Management Agency**

The subject property will be managed by the Florida Department of Agriculture and Consumer Services’ Florida Forest Service as part of Indian Lakes State Forest in partnership with the U.S. Forest Service – Ocala National Forest.

**Comprehensive Plan**

This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands’ section of the State Comprehensive Plan.

(Attachment 6, Pages 1- 48)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 7 Chapter 18-21, F.A.C., Notice of Rule Development / Notice of Proposed Rule/ Final Rule Adoption**

**REQUEST:** Request approval for publication of a Notice of Rule Development, Notice of Proposed Rule and Final Adoption for Rule 18-21.022, Florida Administrative Code (F.A.C.).

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**COUNTY:** Statewide

**APPLICANT:** Florida Department of Agriculture and Consumer Services (FDACS)

**STAFF REMARKS:** In accordance with subsection 253.03(7), Florida Statutes (F.S.) FDACS requests the Board of Trustees approve a Notice of Rule Development, Notice of Proposed Rule and Final Adoption if no member of the public timely requests a rule hearing and no Notice of Change is needed for the following rule:

**Section 18-21.022, F.A.C., Applications for Aquacultural Activities.**

The proposed notice of proposed rule would remove the requirement for a fee change each year.

(Attachment 7, Pages 1-2)

**RECOMMEND:** APPROVAL

\*\*\*\*\*

**Item 8 Levy County Aquaculture Use Zone Expansion**

**REQUEST:** Approval to (1) expand the existing Gulf Jackson Aquaculture Use Zone (AUZ); (2) issue ten, new two-acre, ten-year sovereignty submerged land aquaculture bottom leases, to be incorporated into the Gulf Jackson AUZ, for the purpose of shellfish aquaculture; and (3) authorize the Florida Department of Agriculture and Consumer Services (FDACS) to modify the ten bottom leases should the leaseholder request use of the full water column and FDACS determines the request meets all rule and statutory requirements.

**VOTING REQUIREMENT FOR APPROVAL:** Three Votes

**LOCATION:** Big Bend Seagrasses Aquatic Preserve, Cedar Key, Levy County, Florida.

**APPLICANT:** Florida Department of Agriculture and Consumer Services (FDACS)

**CONSIDERATION:** An annual fee of \$53.46 for each parcel, representing a base annual rental fee of \$16.73 per acre or fraction thereof; and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to Rule 18-21.022, Florida Administrative Code (F.A.C.). The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

\*\*\*\*\*

**Item 8, Cont.**

**STAFF REMARKS:**

The Applicant is requesting authorization from the Board of Trustees, pursuant to section 253.68(1), F.S., for ten, new aquaculture leases for the purpose of culturing shellfish on the bottom. The proposed parcels are an expansion of the Gulf Jackson Aquaculture Use Zone (AUZ).

The proposed leases will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the lease will not be approved during the first five years of the lease term. Applicants will be required to provide FDACS with a survey of the individual parcels and the expanded AUZ. The proposed gear is covered under the FDACS general permit from the Army Corps of Engineers. On August 16, 2017, the Board of Trustees authorized FDACS to modify the remaining bottom leases within Gulf Jackson AUZ to allow for the use of the full water column should the leaseholder request it and FDACS determines it meets all rule and statutory requirements. For consistency, FDACS is requesting the same authority for the ten proposed bottom leases.

**Agency Review**

FDACS has conducted a resource assessment and determined that the proposed leases and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs or other sensitive habitats. The proposed leases are not located in an aquatic preserve. FDACS has coordinated review and comments of the proposed leases with the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Florida Department of State's Division of Historical Resources, and the Levy County Board of County Commissioners, pursuant to Rule 18-21.021, F.A.C.

**Special Conditions**

The proposed leases will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the lease will not be approved during the first five years of the lease terms.

**Public Interest**

The Florida Aquatic Preserve Act provides that no further sale, lease, or transfer of sovereignty submerged lands shall be approved within an aquatic preserve, unless the sale, lease, or transfer is in the public interest. The Aquatic Preserve Act specifically provides that "aquaculture is in the public interest and aquaculture leases may be authorized in aquatic preserves..." [section 258.42(1)(b), F.S.] Accordingly, FDACS recommends that the Board of Trustees find that the lease is in the public interest, as set forth in statute.

**Noticing**

The proposed expansion was noticed pursuant to section 253.70, F.S. and no objections were received.

**Comprehensive Plan**

A consideration of the status of any local government comprehensive plan was not made for this item. FDACS has determined that the proposed action is not subject to the local government planning process.



\*\*\*\*\*

**Item 8, Cont.**

(Attachment 8, Pages 1-16)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 9 Jeffry T. Wren Aquaculture Water Column Lease**

**REQUEST:** Approval to issue a new two-acre, ten-year sovereignty submerged land aquaculture lease to authorize use of the full water column.

**VOTING REQUIREMENT FOR APPROVAL:** Three votes

**COUNTY:** Franklin

**LOCATION:** Apalachicola Bay

**APPLICANT:** Jeffry T. Wren

**CONSIDERATION:** An annual fee of \$86.92 for the two-acre parcel, representing a base annual rental fee of \$33.46 per acre or fraction thereof; and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to Rule 18-21.022, F.A.C. The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

**STAFF REMARKS:**

The requested lease parcel is approximately two acres and is located in St. George Sound, Apalachicola Bay, Franklin County. The Applicant is requesting authorization from the Board of Trustees, pursuant to section 253.68(1), F.S., for a new aquaculture lease for the purpose of culturing oysters in floating gear using the full water column.

The Applicant is a current holder of an Aquaculture Certificate of Registration and is in compliance with all applicable Department of Agriculture and Consumer Services' (FDACS) Aquaculture Best Management Practices. The proposed lease will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the leases will not be approved during the first five years of the lease term. Upon approval, the lease will be surveyed by the Applicant.

**Agency Review**

FDACS has conducted a resource assessment and determined that the proposed leases and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural

reefs or other sensitive habitats. The proposed leases are not located in an aquatic preserve. FDACS has coordinated review and comments of the proposed leases with the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Florida Department of State's Division of Historical Resources, and the Franklin County Board of County Commissioners, pursuant to Rule 18-21.021, F.A.C.

\*\*\*\*\*

**Item 9, Cont.**

**Special Conditions**

The proposed lease will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the lease will not be approved during the first five years of the lease terms. The requirement to obtain a permit from the USCG for Private Aids to Navigation will be a special condition of the lease. The proposed lease is located within Gulf Sturgeon critical habitat. Pursuant to FDACS’ Programmatic General Permit (SAJ-99, SAJ-2007-03138) Live Rock and Marine Bivalve Aquaculture in the State of Florida, Special Condition 16; the off-bottom basket methodology is prohibited on new leases within Gulf Sturgeon critical habitat, but the floating basket and suspended basket or longline methodologies are allowed for shellfish aquaculture. The Applicant is planning to use the floating basket method for shellfish production, so this activity will be covered under the Programmatic General Permit. The proposed gear is authorized under the FDACS general permit from the Army Corps of Engineers.

**Public Interest**

The proposed parcel is not in an aquatic preserve; therefore, the activity does not have to be found to be in the public interest. The project is, however, required to demonstrate that they are “not contrary to the public interest,” pursuant to Article X, Section 11 of the Florida Constitution, Chapter 253, F.S., and Rule 18-21.004(1)(a), F.A.C. Because the Legislature has declared aquaculture to be in the public interest, according to section 253.68(2)(a), F.S., FDACS is of the opinion that the activities meet the test of being “not contrary to the public interest” and otherwise meet all applicable requirements for a proprietary authorization to use sovereignty submerged lands.

**Noticing**

The proposed lease was noticed pursuant to section 253.70, F.S., and no objections were received.

**Comprehensive Plan**

A consideration of the status of any local government comprehensive plan was not made for this item. FDACS has determined that the proposed action is not subject to the local government planning process.

(Attachment 9, Pages 1-24)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 10 SW Florida Shellfish Association Inc. Aquaculture Management Agreement**

**REQUEST:** Approval to issue a new, five-acre, ten-year sovereignty submerged land aquaculture management agreement for the purpose of aquaculture restoration on the bottom.

**VOTNG REQUIREMENT FOR APPROVAL:** Three Votes

**COUNTY:** Charlotte

\*\*\*\*\*

**Item 10, Cont.**

**LOCATION:** Gasparilla Sound-Charlotte Harbor Aquatic Preserve, Charlotte Harbor

**APPLICANT:** SW Florida Shellfish Association Inc.

**CONSIDERATION:** Management agreement areas for restoration organizations are fee waived, pursuant to Rule 18-21.022(8), F.A.C.

**STAFF REMARKS:**

The Applicant is requesting authorization from the Board of Trustees, pursuant to section 253.68(1), F.S., for a new aquaculture management agreement to conduct shellfish aquaculture restoration.

The Applicant has applied an Aquaculture Certificate of Registration and is required to comply with all applicable Department of Agriculture and Consumer Services' (FDACS) Aquaculture Best Management Practices. The proposed management agreement will be subject to the terms and conditions applied to other aquaculture management agreements issued throughout the state.

**Agency Review**

FDACS has conducted a resource assessment and determined that the proposed leases and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs or other sensitive habitats. The proposed leases are not located in an aquatic preserve. FDACS has coordinated review and comments of the proposed leases with the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Florida Department of State's Division of Historical Resources, and the Charlotte County Board of County Commissioners, pursuant to Rule 18-21.021, F.A.C.

**Public Interest**

The Florida Aquatic Preserve Act provides that no further sale, lease, or transfer of sovereignty submerged lands shall be approved within an aquatic preserve, unless the sale, lease, or transfer is in the public interest. The Aquatic Preserve Act specifically provides that "aquaculture is in the public interest and aquaculture leases may be authorized in aquatic preserves..." [Section 258.42(1)(b), F.S.] Accordingly, FDACS recommends that the Board of Trustees find that the proposed activity is in the public interest, as set forth in statute.

**Noticing**

The proposed management agreement was noticed pursuant to section 253.70, F.S., and no objections were received.

**Comprehensive Plan**

A consideration of the status of any local government comprehensive plan was not made for this item. FDACS has determined that the proposed action is not subject to the local government planning process.

(Attachment 10, Pages 1-23)

**RECOMMEND:** APPROVAL

\*\*\*\*\*

**Item 11 Aquaticus Plants Aquaculture Leases/ Authorization**

**REQUEST:** Approval to (1) authorize use of the bottom for the commercial cultivation of seagrass on two existing five-acre, ten-year sovereignty submerged land aquaculture leases; and (2) authorize the Florida Department of Agriculture and Consumer Services (FDACS) to authorize seagrass aquaculture on existing aquaculture parcels if FDACS determines the request meets all rule and statutory requirements.

**VOTING REQUIREMENT FOR APPROVAL:** Three votes

**COUNTY:** Brevard

**LOCATION:** Indian River - Malabar to Vero Beach Aquatic Preserve

**APPLICANT:** Aquaticus Plants

**CONSIDERATION:** An annual fee of \$133.65 for each five-acre parcel, representing a base annual rental fee of \$16.73 per acre or fraction thereof; and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to Rule 18-21.022, F.A.C. The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

**STAFF REMARKS:**

The requested lease parcels are approximately five acres each and are located in the Body F Aquaculture Use Zone in Brevard County. The Applicant is requesting authorization from the Board of Trustees, pursuant to section 253.68(1), F.S., for two existing aquaculture leases for the purpose of culturing seagrass on the bottom. The Board of Trustees approved the Body F Aquaculture Use Zone on September 9, 1997.

The Applicant is a current holder of an Aquaculture Certificate of Registration and is in compliance with all applicable Department of Agriculture and Consumer Services' (FDACS) Aquaculture Best Management Practices. The proposed lease will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the leases will not be approved during the first five years of the lease term. Upon approval, the lease will be surveyed by the Applicant.

**Agency Review**

FDACS has conducted a resource assessment and determined that the proposed leases and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs or other sensitive habitats. The proposed leases are not located in an aquatic preserve. FDACS has coordinated review and comments of the proposed leases with the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Florida Department of State's Division of Historical Resources, and the Brevard County Board of County Commissioners, pursuant to Rule 18-21.021, F.A.C.

**Special Conditions**

The proposed leases will be subject to the terms and conditions applied to other aquaculture leases

\*\*\*\*\*

**Item 11, Cont.**

issued throughout the state, including the provision that the transfer or sale of the lease will not be approved during the first five years of the lease terms. The Applicant is planning to plant marine plants directly into the substrate and this activity is not covered under the Programmatic General Permit so the Applicant will be required to obtain an Individual Permit with the Army Corps of Engineers.

**Public Interest**

The Florida Aquatic Preserve Act provides that no further sale, lease, or transfer of sovereignty submerged lands shall be approved within an aquatic preserve, unless the sale, lease, or transfer is in the public interest. The Aquatic Preserve Act specifically provides that “aquaculture is in the public interest and aquaculture leases may be authorized in aquatic preserves...” [Section 258.42(1)(b), F.S.] Accordingly, FDACS recommends that the Board of Trustees find that the leases are in the public interest, as set forth in statute.

**Noticing**

The proposed lease applications were noticed pursuant to section 253.70, F.S., and no objections were received.

**Comprehensive Plan**

A consideration of the status of any local government comprehensive plan was not made for this item. FDACS has determined that the proposed action is not subject to the local government planning process.

(Attachment 11, Pages 1-27)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 12 Chapter 5I-7, F.A.C., Final Adoption**

**REQUEST:** Consideration of a request for approval to file proposed changes to the Florida Department of Agriculture and Consumer Services’ Rule, Chapter 5I-7, F.A.C., Rural and Family Lands Protection Program, for final adoption, pursuant to section 120.54(3)(e)(1), F.S.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**COUNTY:** Statewide

**APPLICANT:** Florida Department of Agriculture and Consumer Services

**STAFF REMARKS:** The Florida Department of Agriculture and Consumer Services (FDACS) has identified the need to update Rule 5I-7, F.A.C., in order to refine the rules that outline the procedures of the Rural and Family Lands Protection Program (RFLPP). The Rule was initially promulgated in

\*\*\*\*\*

**Item 12, Cont.**

2008 and amended, as approved by the Board of Trustees, on March 24, 2015. The current amendments will make the Rule more streamlined and user friendly for both applicants to RFLPP and management of the program. Pursuant to sections 570.71(10) and 259.105(3)(i), F.S., the Board of Trustees must approve final adoption and ensure that the rules, as amended, are consistent with the acquisition process provided for in section 570.715, F.S.

**AMENDMENT PROCESS:** On February 17, 2023, FDACS published a Notice of Development of Rulemaking in the Florida Administrative Register (F.A.R.). A public workshop was held on March 10, 2023. Public comments were reviewed for incorporation into the finalized rule text. FDACS then

published a Notice of Proposed Rule in the F.A.R. on March 24, 2023. No comments were received. The substantive amendments to Rule 5I-7, F.A.C., include the following:

**Section 5I-7.001, F.A.C., Program Goals and Objectives**

- Updates goals and objectives to specifically address conversion and conservation justification for acquisition.

**Section 5I-7.002, F.A.C., Definitions**

- Rewords for clarity.

**Section 5I-7.003, F.A.C., Project Eligibility**

- Synchronizes text to directly reflect language in section 570.71, F.S.

**Section 5I-7.004, F.A.C., Application Procedures and Requirements**

- Authorizes applications based on funding priority criteria;
- Clarifies notice of deficiency process in application process;
- Clarifies project carry-over criteria during application process;
- Clarifies the modification of boundary standards and process during the application process; and
- Revises the application form to include Best Management Practices (BMPs) requirements.

**Section 5I-7.005, F.A.C., Technical Review and Evaluation of Project Application**

- Removes specific references to Technical Review Team designees but includes areas of technical expertise;
- Specifies Technical Review Team site visit activities and assessment criteria; and
- Delineates desk review materials.

**Section 5I-7.006, F.A.C., Program Review and Evaluation of Project Applications**

- Removes the 30-day deadline to prepare the Project Evaluation Report.

\*\*\*\*\*

**Item 12, Cont.**

**Section 5I-7.007, F.A.C., Ranking, Review and Approval of Priority Acquisition List**

- Removes duplicative language describing the purpose of the program;
- Allows the Technical Review Team to conduct multiple public meetings; in preparation of project acquisition list
- Identifies boundary modifications of approved projects; and
- Allows selection of projects from the prior application cycle, if no new application cycle is initiated.

**Section 5I-7.008, F.A.C., Title and Survey**

- Authorizes the use of certified surveyors who are licensed by the State.

**Section 5I-7.009, F.A.C., Appraisal Procedures, Report Requirements and Determining Maximum Amounts**

- Authorizes the use of approved appraisers who are licensed by the State.

**Section 5I-7.010, F.A.C., Negotiations and Purchase Instruments**

- Requires offers, counteroffers, and appraisals to be confidential until the contract is executed, or the purchase is considered by Board of Trustees.

**Section 5I-7.011, F.A.C., Board Action**

- Removes the timing requirement to submit an acquisition after the Board of Trustees' approval.

**Section 5I-7.012, F.A.C., Closing**

- Removes the 30-day requirement regarding document submission from county clerk.

**Section 5I-7.013, F.A.C., Multi-Party Acquisitions**

- Updates the statute citation.

**Section 5I-7.014, F.A.C., Compliance, Monitoring and Enforcement**

- Requires that landowners enroll in, implement, and adhere to BMPs; rather than just adhere to
- Updates the monitoring form to include additional information about Significant Natural Areas.

(Attachment 12, Pages 1-28)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 13 Newton D. Keen and Linda W. Keen, individually and as Co-Trustees of The Newton D. Keen and Linda W. Keen Trust Option Agreement/ Keen Family Ranch/ FDACS/ Rural and Family Lands Protection Program**

\*\*\*\*\*

**Item 13, Cont.**

**REQUEST:** Consideration of (1) an option agreement to acquire a perpetual conservation easement over approximately 1,071 acres within the Keen Family Ranch project of the Florida Department of Agriculture and Consumer Services’ (FDACS) Rural and Family Lands Protection Program (RFLPP) from Newton D. Keen and Linda W. Keen, individually and as Co-Trustees of The Newton D. Keen and Linda W. Keen Trust; and (2) designation of FDACS/RFLPP as the monitoring agency.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**APPLICANT:** Florida Department of Agriculture and Consumer Services

**COUNTY:** DeSoto

**LOCATION:** Portions of Sections 13, 14, 22 through 24, Township 37 South, Range 23 East

**CONSIDERATION:** \$4,618,740

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER’S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES’</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		<u>(String)</u> <u>11/18/2022</u>	<u>(Catlett)</u> <u>11/18/2022</u>				
Newton D. Keen and Linda W. Keen, individually and as Co-Trustees of The Newton D. Keen and Linda W. Keen Trust	1,071	\$3,975,000	\$4,713,000	\$4,713,000	Inherited**	\$4,618,740*** (98%)	120 days after BOT approval

\*Fee value was determined to be \$8,033,000.

\*\*Property has been in the family since the 1920s.

\*\*\*The purchase price for the conservation easement is \$4,313 per acre.

**STAFF REMARKS:** This acquisition was negotiated by FDACS under its RFLPP. If approved, this project will be the 59th perpetual conservation easement proposed for acquisition, with a total of approximately 69,372 acres preserved under the RFLPP.

**Property Description**

The Keen Family Ranch property consists of 1,127 +/- acres located between State Road 70 and Northwest Pine Level Street in DeSoto County. The current RFLPP project site contains approximately 1,071 acres of the ranch. If this easement is approved, approximately 95% of the Keen Family Ranch RFLPP project will be protected. The Keen family purchased the property in the 1920’s and started ranching and farming during the 1940’s. The Keen Family Ranch is a working cow/calf operation, and the project site is enrolled in the FDACS Best Management Practices (BMP) program. The project is located within the Florida Wildlife Corridor.

Located in a rural area northwest of Arcadia in DeSoto County, the Keen Family Ranch is strategically located in the Peace River Watershed and will further build upon the corridor of conservation lands connecting to the protected lands in the Myakka Watershed to the west of the subject property.



\*\*\*\*\*

**Item 13, Cont.**

Horse Creek, the largest tributary to the Peace River, runs diagonally through the subject property in a northeast-to-southwest direction. Brandy Branch and Buzzard Roost Branch are small feeder tributaries on the subject property that flow into Horse Creek as well. The Peace River supplies drinking water to more than one million people in the surrounding four counties of Charlotte, DeSoto, Manatee, and Sarasota. The health of the Peace River impacts the health of the Charlotte Harbor Estuary, which is an important recreational fishery and supports the economic vitality of Southwest Florida. The subject property also supports habitat for multiple species, including some observed species such as the bald eagle, sandhill crane, fox squirrel, and crested caracara.

**Prohibited Uses**

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- 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, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc.
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council 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;
- Concentrated animal feeding operations as defined by the United States Environmental Protection Agency;
- 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 permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- 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), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property unless specifically stated in the Easement;
- Commercial water wells on the Property;
- Harvesting of cypress trees anywhere, on the Property;
- Mitigation banks pursuant to Section 373.4135, et. seq., F.S.;
- Construction or conversion of Significant Natural Areas (SNAs) to more improved areas;

\*\*\*\*\*

**Item 13, Cont.**

- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

**Owner's Rights**

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- The right to conduct agricultural operations on the Property; provided, however, that prior to any timbering in an SNA, Grantor shall provide written notice to and obtain approval from Grantee concerning reforestation and harvesting methods consistent with this Easement. 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. All agricultural uses shall be conducted in accordance with BMPs adopted by FDACS or applicable government agencies, or their successor agencies, as amended from time to time, and in compliance with all laws, rules, and regulations.
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs.
- 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 the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities.
- The right to construct, after giving notice to Grantee, buildings, cross-fencing, water control structures, or other structures and improvements incident to agricultural uses carried on in accordance with sound agriculture. Such buildings shall not be used as residences. Cross-fencing may be constructed in SNA upon the written consent of the Grantee;
- 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 the Easement;
- The right to observe, maintain, photograph and film, 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;

\*\*\*\*\*

**Item 13, Cont.**

- 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. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms is prohibited, unless by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement’s purposes. Existing utilities may be repaired at their current location; and
- Grantor reserves one (1) building envelope to develop up to 15,000 square feet of impervious surface for residential purposes, not to exceed ten (10) contiguous acres, after giving notice to Grantee. No development shall be allowed in the SNAs and Grantor shall provide a legal description and survey for the building envelope to Grantee prior to development.

**Encumbrances**

All mineral interests on the project site will be extinguished prior to closing. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

**Mortgages and Liens**

All mortgages and liens will be satisfied or subordinated at the time of closing. FDACS staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

**Closing Information**

A title insurance commitment, a survey, and an environmental site assessment of the property will be provided by RFLPP prior to closing.

**Monitoring Agency**

This perpetual conservation easement will be monitored by the RFLPP.

**Comprehensive Plan**

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(Attachment 13, Pages 1-108)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 14 Cow Creek Ranch Land, LLC Option Agreement/ Cow Creek Ranch/ FDACS/ Rural and Family Lands Protection Program**

**REQUEST:** Consideration of (1) an option agreement to acquire a perpetual conservation easement over approximately 3,496 acres within the Cow Creek Ranch project of the Florida Department of Agriculture and Consumer Services’ Rural and Family Lands Protection Program (FDACS/RFLPP) from Cow Creek Ranch Land, LLC; and (2) designation of FDACS/RFLPP as the monitoring agency.

\*\*\*\*\*

**Item 14, Cont.**

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**APPLICANT:** Florida Department of Agriculture and Consumer Services’ Rural and Family Lands Protection Program

**COUNTY:** St. Lucie

**LOCATION:** Sections 4, 5, 8, 9, 16 & 17, Township 36 South, Range 37 East

**CONSIDERATION:** \$11,637,500 (\$5,818,750 of the acquisition cost will be provided through a grant from the United States Department of Agriculture, Natural Resources Conservation Service (NRCS).)

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED</u>	<u>SELLER’S</u>	<u>TRUSTEES’</u>	<u>OPTION</u>
		<u>(String)</u>	<u>(Williams)</u>				
Cow Creek Ranch Land, LLC	3,496	01/08/2021	01/05/2021	\$11,875,000	\$11,875,000	\$11,637,500**	120 days after BOT Approval
		\$11,875,000*	\$11,190,000		\$**	(98%)	

\*Fee value was determined to be \$22,725,000.

\*\*The Larson Family assembled the Property over a number of years.

\*\*\*The Trustees’ purchase price may be reduced to \$5,818,750 (50%) as a result of receiving an NRCS grant in the amount of \$5,818,750. The purchase price for the conservation easement is \$3,328.80 per acre.

**STAFF REMARKS:** This acquisition was negotiated by FDACS under its RFLPP. If approved, this project will be the 60th perpetual conservation easement proposed for acquisition, with a total of approximately 72,868 acres preserved under the RFLPP.

The RFLPP acquired the 3,262-acre Phase 1, of the project located in Okeechobee County on March 31, 2022, at a cost of \$5,920,000. The current project is located in St. Lucie County and represents the final 3,496 acres of the Cow Creek Ranch project.

**Property Description**

The Larson family legacy, in the Florida ranch industry, spans 75 years and three generations. In 1942, family patriarch Red Larson took a summer job milking cows for a few dollars a day. Today, the Larson Family is known for cattle ranching and dairy throughout Florida. Red Larson purchased a ranch and moved to Okeechobee in 1971. In 1992, Red’s son Woody bought the 6,801-acre Cow Creek Ranch located in Okeechobee and St. Lucie Counties. Cow Creek Ranch straddles the boundary of Okeechobee and St. Lucie County and is approximately 13 miles west of Port St. Lucie and 13 miles northeast of Okeechobee. The current 3,496-acre RFLPP project represents the St. Lucie County portion of the ranch. The project is located within the Florida Wildlife Corridor.

Additionally, the project is within the St. Lucie River Estuary basin, which is a focal point of the Central Everglades Restoration Project. Cow Creek Ranch’s cypress swamps and mixed hardwood forests are the headwaters of both the Cow and Cypress Creeks. Both creek systems flow into a system

\*\*\*\*\*

**Item 14, Cont.**

of drainage canals that connect to the C-23 and C-24 Canals, which ultimately flow into the North Fork of the St. Lucie River. The property contains several natural communities, including hydric hammock, cypress domes, and numerous freshwater wetlands associated with the Cow and Cypress Creeks. These communities typically provide habitat for several threatened and endangered animal species, including the Florida panther, gopher tortoise, Florida sandhill crane, wood stork, and bald eagle. The project’s historic resources include remnants of the Basinger Grade; once a major travel route between Ft. Pierce and the Basinger Community.

Cow Creek Ranch is adjacent to several United States Department of Agriculture, Natural Resources Conservation Service Grassland and Wetland Preserve Program Easements and is also in the vicinity of the South Florida Water Management District’s Cypress Creek Complex.

**Prohibited Uses**

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- 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, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, etc.;
- 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;
- 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 permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- 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), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural Best Management Practices (BMPs) recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, 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 and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Commercial water wells on the Property;
- Cutting of cypress trees anywhere on the Property;
- Mitigation banks pursuant to Section 373.4135, et. seq., Florida Statutes;

\*\*\*\*\*

**Item 14, Cont.**

- Construction or conversion of Significant Natural Areas to more improved areas;
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property; and
- Conversion of forested areas to non-forested areas within the SNAs as shown in the Baseline Documentation Report (BDR).

**Owner's Rights**

- The right to utilize the Property for any agricultural and silviculture purposes and uses; the right to convert the existing Improved Pasture, as delineated in the BDR, to other agricultural and silviculture purposes and uses; 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; the right, as part of the cattle operation, to supplement the cattle using mineral, hay, and molasses; 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 the right to install, use, maintain, replace and repair non-commercial groundwater wells on the Property;
- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches and such other facilities on the Property as depicted in the BDR, except on SNAs;
- 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 the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities;
- 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;
- Nothing shall prohibit Grantor from establishing (by survey, fencing, or marking) and maintaining 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 the Easement;
- 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;

\*\*\*\*\*

**Item 14, Cont.**

- 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. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms is prohibited, unless by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easements Purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to subdivide the Property into not more than two (2) individual parcels of not less than 1,000 acres each. Grantor shall provide legal descriptions for the two (2) parcels upon subdivision of the Property. There shall be no further subdivision of the Property which is the subject of this Easement. It is understood by Grantor and Grantee that, if any or all of the two (2) parcels are conveyed to Grantor’s family members, the conveyances shall not be subject to the provisions of Article IX, Paragraph G.1.; and
- Grantor reserves one (1) Building Envelope per subdivision referenced in Article VI, Paragraph O, and the right, after giving notice to Grantee, to develop within each envelope up to 15,000 square feet of impervious surfaces for residential purposes, as described in Exhibit “E”, attached hereto and incorporated herein by reference (“Building Envelopes”). The Building Envelope will not exceed ten (10) contiguous acres and is limited to one single-family residence and ancillary structures within the Building Envelope. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property, including, but not limited to, residential buildings, residential support buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs, not including agricultural buildings. Any such development may not be constructed within an SNA. Grantor, at its expense, shall provide to Grantee legal descriptions and surveys for the Building Envelope prior to development.

**Encumbrances**

All mineral interests on the project site will be extinguished prior to closing. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

**Mortgages and Liens**

All mortgages and liens will be satisfied or subordinated at the time of closing. FDACS/RFLPP staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

**Closing Information**

A title insurance commitment, a survey, and an environmental site assessment of the property will be provided by FDACS/RFLPP prior to closing.

**Monitoring Agency**

This perpetual conservation easement will be monitored by FDACS/RFLPP.

**Comprehensive Plan**

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

\*\*\*\*\*

**Item 14, Cont.**

(Attachment 14, Pages 1-86)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 15 Liberty Tillman, LLC Option Agreement/ Natural Bridge Creek/ FDACS/ Rural and Family Lands Protection Program**

**REQUEST:** Consideration of (1) an option agreement to acquire a perpetual conservation easement over approximately 1,945 acres within the Natural Bridge Creek project of the Florida Department of Agriculture and Consumer Services’ (FDACS) Rural and Family Lands Protection Program (RFLPP) from Liberty Tillman, LLC; and (2) designation of FDACS/RFLPP as the monitoring agency.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**APPLICANT:** Florida Department of Agriculture and Consumer Services’ Rural and Family Lands Protection Program

**COUNTY:** Walton

**LOCATION:** Sections 25, 26, and 27, Township 06 North, Range 20 West.

**CONSIDERATION:** \$2,192,015 (\$548,003 of the acquisition cost may be provided through a grant from the United States Department of Agriculture, Forest Legacy Program.)

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED VALUE</u>	<u>SELLER’S PURCHASE PRICE</u>	<u>TRUSTEES’ PURCHASE PRICE</u>	<u>OPTION DATE</u>
		<u>(Carlton)</u>	<u>(Saucer)</u>				
Liberty Tillman, LLC	1,945	\$2,236,750	\$1,959,000	\$2,236,750*	\$4,227,500**	\$2,192,015*** (98%)	120 days after BOT approval

\*Fee value was determined to be \$5,835,000.

\*\*The subject property was purchased by Liberty Tillman, LLC on May 28, 2021.

\*\*\*The Trustees’ purchase price may be reduced to \$548,003.75 (25%) as a result of receiving a USDA Forest Legacy Program grant funding. The purchase price for the conservation easement is \$1,127 per acre.

**STAFF REMARKS:** This acquisition was negotiated by FDACS under its RFLPP. If approved, this project will be the 61st perpetual conservation easement proposed for acquisition, with a total of approximately 74,813 acres preserved under the RFLPP. This project is the first RFLPP acquisition via a partnership with the United States Forest Service Forest Legacy Program, which is administered in the State of Florida by FDACS/FFS/RFLPP.



\*\*\*\*\*

**Item 15, Cont.**

**Property Description**

The subject property consists of 1,945 acres in north-central Walton County along the Alabama state line at Florida County Road 181. The site is situated 4.5 miles east-southeast of Florala, Alabama, and approximately 25 miles north of Defuniak Springs. Natural Bridge Creek, a sand-bottomed seepage stream, transects the subject property northeastward for approximately 2.75 miles and then disappears underground in two locations as sink and rise formation in the limestone. This geologic sink/rise formation is reported to be the westernmost in the Florida Aquifer. This project is located within the Florida Wildlife Corridor.

In addition to its important natural hydrologic function, the property is also a showpiece for longleaf pine habitat, remaining as one of the most intact examples in the region. The property is enrolled in the Florida Forest Stewardship Program and serves as a learning campus recognized by the Longleaf Alliance, Florida, Alabama, and federal agencies.

Protection of this property will sustain a unique longleaf pine timber operation, provide a buffer for Natural Bridge Creek, protect surface water, functional wetlands, aquifer recharge, and preserve and protect the habitats of numerous species such as the threatened gopher tortoise.

**Prohibited Uses**

- Dumping of non-biodegradable, toxic or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery or similar material is prohibited;
- 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, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, etc.;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council 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;
- Concentrated animal feeding operation as defined by the United States Environmental Protection Agency.
- 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 permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- 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), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural Best Management Practices (BMPs) recommended by the 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 and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;

\*\*\*\*\*

**Item 15, Cont.**

- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property;
- Commercial water wells on the Property;
- Cutting of cypress trees anywhere on the Property;
- Mitigation banks pursuant to Section 373.4135, et. seq., F.S.;
- Construction or conversion of Significant Natural Areas (SNAs) to more improved areas;
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

**Owner's Rights**

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- The right to conduct silvicultural and agricultural operations on the Property; provided, however, that prior to any timbering in an SNA, Grantor shall provide written notice to and obtain approval from Grantee concerning reforestation and harvesting methods consistent with this Easement. All agricultural uses shall be conducted in accordance with BMPs adopted by FDACS or applicable government agencies, or their successor agencies, as amended from time to time, and in compliance with all laws, rules, and regulations.
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches and such other facilities on the Property as depicted in the BDR, except on SNAs;
- 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 the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, for water wells and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities;
- 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;
- Nothing shall prohibit Grantor from establishing (by survey, fencing or marking) and maintaining 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 the Easement;

\*\*\*\*\*

**Item 15, Cont.**

- The right to observe, maintain, photograph, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism consistent with the protection of conservation values and related to agricultural and passive recreational uses. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, including the right to locate, construct and maintain hunting blinds, tree stands, wildlife food plots, and feeders on the Property, and Grantor may lease and sell privileges of such rights. Any structure constructed pursuant to this Paragraph shall not be for overnight use and shall not exceed 200 square feet of impervious surface or be greater than 15 feet in height, except for hunting stands which shall not exceed 200 square feet of impervious surface or be greater than 25 feet in height, unless approved in writing by Grantee after written notice from Grantor;
- 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. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms is prohibited, unless by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement’s Purposes. Existing utilities may be repaired at their current location; and
- Grantor reserves two (2) building envelopes to develop up to 40,000 square feet of impervious surface for residential purposes, not to exceed ten (10) contiguous acres, after giving notice to Grantee. No development shall be allowed in the SNAs and Grantor shall provide a legal description and survey for the building envelope to Grantee prior to development.

**Encumbrances**

All mineral interests on the project site will be extinguished prior to closing. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

**Mortgages and Liens**

All mortgages and liens will be satisfied or subordinated at the time of closing. FDACS/RFLPP staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

**Closing Information**

A title insurance commitment, survey, and environmental site assessment of the property will be provided by FDACS/RFLPP prior to closing.

**Monitoring Agency**

This perpetual conservation easement will be monitored by the FDACS/RFLPP.

**Comprehensive Plan**

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

\*\*\*\*\*

**Item 15, Cont.**

(Attachment 15, Pages 1-122)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 16 Carol Butt Waller Sanders Option Agreement/ Charlie Creek Cattle Company/ FDACS/ Rural and Family Lands Protection Program**

**REQUEST:** Consideration of (1) an option agreement to acquire a perpetual conservation easement over approximately 1,027 acres within the Charlie Creek Cattle Company project of the Florida Department of Agriculture and Consumer Services’ Rural and Family Lands Protection Program (FDACS/RFLPP) from Carol Butt Waller Sanders; and (2) designation of FDACS/RFLPP as the monitoring agency.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**APPLICANT:** Florida Department of Agriculture and Consumer Services’ Rural and Family Lands Protection Program

**COUNTY:** Hardee

**LOCATION:** Sections 28, 29, 30, 32, and 33, Township 33 South, Range 27 East

**CONSIDERATION:** \$3,675,000

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER’S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES’</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		(Jones) <u>02/21/2023</u>	(Holden) <u>02/21/2023</u>				
Carol Butt Waller Sanders LLC	1,027	\$3,750,000	\$3,492,000	\$3,750,000*	\$**	\$3,675,000*** (98%)	120 days after BOT Approval

\*Fee value was determined to be \$6,265,000.  
 \*\*The subject property has been in the family since the 1920s.  
 \*\*\*The purchase price for the conservation easement is \$3,578.38 per acre.

**STAFF REMARKS:** This acquisition was negotiated by FDACS under its RFLPP. If approved, this project will be the 62nd perpetual conservation easement proposed for acquisition, with a total of approximately 75,840 acres preserved under the RFLPP.

\*\*\*\*\*

**Item 16, Cont.**

**Property Description**

The 1,027-acre subject property is a portion of the larger Charlie Creek Ranch consisting of 3,440 acres in Hardee County, between Wauchula and Avon Park with frontage along Old Town Creek Road. FDACS/RFLPP acquired 1,809 acres of the project, making up Phase I, for \$3,256,200 on September 25, 2017. The second phase of the project, consisting of 501 acres, was acquired on August 25, 2022 for \$1,429,061.27. If approved, the proposed conservation easement will encumber 1,027 acres as the third and final phase of the project. This project is located within the Florida Wildlife Corridor.

The ranch was acquired by Carol Sanders' grandfather, Mel Smith, who moved from Georgia and settled on the property in the early 1920's. The property has been managed by the family for the past 90 years as a commercial cow/calf operation consisting of both Brangus crossbred cattle and purebred Brahma cattle. The property contains a mix of improved pasture and native range, as well as bottomland hardwood natural areas and multiple wetland habitats, including an open marsh and wildlife travel corridors. The property is enrolled in FDACS' Best Management Practices (BMP) program.

Charlie Creek, a tributary of the Peace River, flows through the property for more than three miles. This property is adjacent to the Fussell Old Town Creek RFLPP conservation easement and is within one mile of the Old Town Creek Watershed Florida Forever project. A platted subdivision has been established northeast of the property and phosphate mining is occurring north of the property.

The owner reports the presence of gopher tortoise (state-threatened), Sherman's fox squirrel (state species of special concern), burrowing owl (state species of special concern), and Florida sandhill crane (state-threatened). Some wide-ranging species that are cited in the application and may pass through the property include eastern indigo snake (federally-threatened) and swallow-tailed kite.

**Prohibited Uses**

- Dumping of non-biodegradable, toxic or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery or similar material is prohibited;
- 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, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, etc.;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council 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;
- Concentrated animal feeding operation as defined by the United States Environmental Protection Agency.
- 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 permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;

\*\*\*\*\*

**Item 16, Cont.**

- 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), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the 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 and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property;
- Commercial water wells on the Property;
- Cutting of cypress trees anywhere on the Property;
- Mitigation banks pursuant to Section 373.4135, et. seq., F.S.;
- Construction or conversion of Significant Natural Areas (SNAs) to more improved areas;
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

**Owner's Rights**

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- The right to conduct silvicultural and agricultural operations on the Property; provided, however, that prior to any timbering in an SNA, Grantor shall provide written notice to and obtain approval from Grantee concerning reforestation and harvesting methods consistent with this Easement. All agricultural uses shall be conducted in accordance with BMPs adopted by FDACS or applicable government agencies, or their successor agencies, as amended from time to time, and in compliance with all laws, rules, and regulations.
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches and such other facilities on the Property as depicted in the BDR, except on SNAs;
- 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 the Easement;

\*\*\*\*\*

**Item 16, Cont.**

- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, for water wells and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities;
- 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;
- Nothing shall prohibit Grantor from establishing (by survey, fencing or marking) and maintaining 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 the Easement;
- The right to observe, maintain, photograph, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism consistent with the protection of conservation values and related to agricultural and passive recreational uses. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, including the right to locate, construct and maintain hunting blinds, tree stands, wildlife food plots, and feeders on the Property, and Grantor may lease and sell privileges of such rights. Any structure constructed pursuant to this Paragraph shall not be for overnight use and shall not exceed 200 square feet of impervious surface or be greater than 15 feet in height, except for hunting stands which shall not exceed 200 square feet of impervious surface or be greater than 25 feet in height, unless approved in writing by Grantee after written notice from Grantor; and
- 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. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms is prohibited, unless by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement’s Purposes. Existing utilities may be repaired at their current location; and

**Encumbrances**

All mineral interests on the project site will be extinguished prior to closing. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

**Mortgages and Liens**

All mortgages and liens will be satisfied or subordinated at the time of closing. FDACS/RFLPP staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

**Closing Information**

A title insurance commitment, a survey, and an environmental site assessment of the property will be provided by FDACS/RFLPP prior to closing.

**Monitoring Agency**

This perpetual conservation easement will be monitored by FDACS/RFLPP.

\*\*\*\*\*

**Item 16, Cont.**

**Comprehensive Plan**

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(Attachment 16, Pages 1-78)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 17 Doyle E Carlton III LLC, Option Agreement/ The River Property/ FDACS/ Rural and Family Lands Protection Program**

**REQUEST:** Consideration of (1) an option agreement to acquire a perpetual conservation easement over approximately 3,068.03 acres within The River Property project of the Florida Department of Agriculture and Consumer Services' (FDACS) Rural and Family Lands Protection Program (RFLPP) from Doyle E Carlton III LLC, a Florida limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**APPLICANT:** Florida Department of Agriculture and Consumer Services

**COUNTY:** Highlands

**LOCATION:** Portions of Sections 03, 08 through 10, and 15 through 17, Township 37 South, Range 33 East

**CONSIDERATION:** \$12,350,000

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		(String) <u>02/22/2023</u>	(Marr) <u>02/22/2023</u>				
Doyle E Carlton III LLC	3,068	\$11,500,000	\$12,600,000	\$12,600,000*	\$8,932,000**	\$12,350,000*** (98%)	120 days after BOT approval

\*Fee value was determined to be \$20,700,000 and \$21,500,000.  
 \*\*Property was purchased May 25, 2011.  
 \*\*\*The purchase price for the conservation easement is \$4,025 per acre.

**STAFF REMARKS:** This acquisition was negotiated by FDACS under its RFLPP. If approved, this project will be the 63rd perpetual conservation easement proposed for acquisition, with a total of approximately 78,908 acres preserved under the RFLPP.



\*\*\*\*\*

**Item 17, Cont.**

**Property Description**

The River Property consists of 3,068.03 +/- acres and is located along the Kissimmee River in Highlands County. If this easement is approved, 100% of The River Property RFLPP project will be protected. The project site is enrolled in the FDACS Best Management Practices (BMP) program and is located within the Florida Wildlife Corridor.

The River Property is in a rural area south Highlands County. It is located along the Kissimmee River, northwest of Lake Okeechobee. It is a cow-calf operation on improved pastures with a few small areas of live oak hammocks. It consists of approximately 92% uplands. Rotational grazing is practiced on the ranch and the pastures are well maintained. The owner follows a controlled seven-month breeding program, and the ranch is a well-maintained cow/calf operation. structures for surface water control are utilized on the ranch and are operated to allow the ranch to retain water on the property and to release water when necessary. This property provides an excellent buffer to the Kissimmee River and if approved, will prevent future development along this portion of the river.

The subject property is near the Pelaez and Sons RFLPP closed easement, several Wetlands Reserve Program easements, and water management district property. The proposed conservation easement protects the integrity and function of working landscapes and ensures opportunities for viable agricultural activities on working lands threatened by conversion to other uses.

The subject property has the potential to support the habitat for the Florida burrowing owl, gopher tortoise, and crested caracara all of which are threatened or endangered species. Other typical species observed on the property include the Florida sandhill crane, Osceola turkey, white tail deer, and multiple species of wading birds.

**Prohibited Uses**

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- 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, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc.
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council 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;
- Concentrated animal feeding operations as defined by the United States Environmental Protection Agency;
- 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 permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;

\*\*\*\*\*

**Item 17, Cont.**

- 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), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property;
- Commercial water wells on the Property;
- Harvesting of cypress trees anywhere, on the Property;
- Mitigation banks pursuant to Section 373.4135, et. seq., Florida Statutes;
- Construction or conversion of Significant Natural Areas (SNAs) to more improved areas;
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

**Owner’s Rights**

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- The right to conduct agricultural operations on the Property; provided, however, that prior to any timbering in an SNA, Grantor shall provide written notice to and obtain approval from Grantee concerning reforestation and harvesting methods consistent with this Easement. 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. All agricultural uses shall be conducted in accordance with BMPs adopted by FDACS or applicable government agencies, or their successor agencies, as amended from time to time, and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS’ Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee’s lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;

\*\*\*\*\*

**Item 17, Cont.**

- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- 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 the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct, after giving notice to Grantee, buildings, cross-fencing, water control structures, or other structures and improvements incident to agricultural uses carried on in accordance with sound agriculture. Such buildings shall not be used as residences.
- 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 the Easement;
- The right to observe, maintain, photograph and film, 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;
- 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. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms is prohibited, unless by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement’s purposes. Existing utilities may be repaired at their current location; and
- Grantor reserves two (2) building envelopes to develop up to 15,000 square feet of impervious surface for residential purposes, not to exceed ten (10) contiguous acres, after giving notice to Grantee. No development shall be allowed in the SNAs and Grantor shall provide a legal description and survey for the building envelopes to Grantee prior to development.

**Encumbrances**

All mineral interests on the project site will be extinguished prior to closing. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

**Mortgages and Liens**

All mortgages and liens will be satisfied or subordinated at the time of closing. FDACS staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

\*\*\*\*\*

**Item 17, Cont.**

**Closing Information**

A title insurance commitment, survey, and environmental site assessment of the property will be provided by RFLPP prior to closing.

**Monitoring Agency**

This perpetual conservation easement will be monitored by the RFLPP.

**Comprehensive Plan**

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(Attachment 17, Pages 1-81)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 18 Midway Farms, LCC, and Charles G. Grimes, Sr. Family Limited Partnership Option Agreement/ G-3 Ranch/ FDACS/ Rural and Family Lands Protection Program**

**REQUEST:** Consideration of (1) an option agreement to acquire a perpetual conservation easement over approximately 3,634 acres within the G-3 Ranch project of the Florida Department of Agriculture and Consumer Services’(FDACS) Rural and Family Lands Protection Program (RFLPP) from Midway Farms, LCC, and Charles G. Grimes, Sr. Family Limited Partnership; and (2) designation of FDACS/RFLPP as the monitoring agency.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**APPLICANT:** Florida Department of Agriculture and Consumer Services’ Rural and Family Lands Protection Program

**COUNTY:** Polk

**LOCATION:** Sections 05, 06, 07, 08, 15, 16, 17, 18, 20, 21, 22, and 27, Township 32 South, Range 27 East

**CONSIDERATION:** \$10,720,300

\*\*\*\*\*

**Item 18, Cont.**

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		(Marr) <u>02/21/2023</u>	(String) <u>02/21/2023</u>				
Midway Farms, LLC; Charles G. Grimes Family Limited Partnership	3,634	\$10,915,000	\$10,900,000	\$10,915,000*	\$14,427,600**	\$10,720,300*** (98%)	120 days after BOT Approval

\*Fee value was determined to be \$20,900,000.

\*\*Midway Farms LLC purchased the property September 23, 2021.

\*\*\*The purchase price for the conservation easement is \$2,950 per acre.

**STAFF REMARKS:** This acquisition was negotiated by FDACS under its RFLPP. If approved, this project will be the 64th perpetual conservation easement proposed for acquisition, with a total of approximately 82,542 acres preserved under the RFLPP.

**Property Description**

The G-3 Ranch proposal includes 3,634 acres in south-central Polk County about 6.5 miles southwest of the city of Frostproof. It is a contiguous piece of property situated west of US 27 and between US 98 and Buffum Road, which forms the southern boundary of the property. This project is located within the Florida Wildlife Corridor.

The G-3 Ranch is predominantly a commercial Brangus cow-calf cattle operation and is enrolled in FDACS' Best Management Practices (BMPs) program. Includes over 1,000 acres of improved pasture of Bahia and Hermathia grasses. The remaining uplands are mainly pine flatwoods with a few small patches of scrub. The subject property supports an abundant population of wildlife including several rare species such as the eastern indigo snake, wood stork, and gopher tortoise.

The G-3 Ranch is within five miles of three RFLPP proposed projects (Rocking Bar W Ranch, C&G Cattle, and Charlie Creek Cattle). Old Town Creek Watershed Florida Forever project is less than a mile south of G-3 Ranch and the Lake Wales Ridge Ecosystem Florida Forever Project (Crooked Lake West CE) is north of G-3 Ranch. The G-3 Ranch. is surrounded on the east and west boundaries by encroaching residential developments.

**Prohibited Uses**

- Dumping of non-biodegradable, toxic or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery or similar material is prohibited;
- 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, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, etc.;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council 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;

\*\*\*\*\*

**Item 18, Cont.**

- Concentrated animal feeding operation as defined by the United States Environmental Protection Agency.
- 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 permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- 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), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the National Resources Conservation Service 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 and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property;
- Commercial water wells on the Property;
- Cutting of cypress trees anywhere on the Property;
- Mitigation banks pursuant to Section 373.4135, et. seq., F.S.;
- Construction or conversion of Significant Natural Areas (SNAs) to more improved areas;
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

**Owner's Rights**

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- The right to conduct silvicultural and agricultural operations on the Property; provided, however, that prior to any timbering in an SNA, Grantor shall provide written notice to and obtain approval from Grantee concerning reforestation and harvesting methods consistent with this Easement. All agricultural uses shall be conducted in accordance with BMPs adopted by FDACS or applicable government agencies, or their successor agencies, as amended from time to time, and in compliance with all laws, rules, and regulations.
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes and other charges on the Property;

\*\*\*\*\*

**Item 18, Cont.**

- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches and such other facilities on the Property as depicted in the BDR, except on SNAs;
- 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 the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, for water wells and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities;
- 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;
- Nothing shall prohibit Grantor from establishing (by survey, fencing or marking) and maintaining 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 the Easement;  
The right to observe, maintain, photograph, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism consistent with the protection of conservation values and related to agricultural and passive recreational uses. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, including the right to locate, construct and maintain hunting blinds, tree stands, wildlife food plots, and feeders on the Property, and Grantor may lease and sell privileges of such rights. Any structure constructed pursuant to this Paragraph shall not be for overnight use and shall not exceed 200 square feet of impervious surface or be greater than 15 feet in height, except for hunting stands which shall not exceed 200 square feet of impervious surface or be greater than 25 feet in height, unless approved in writing by Grantee after written notice from Grantor;
- 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. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms is prohibited, unless by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement’s Purposes. Existing utilities may be repaired at their current location; and
- Grantor reserves two (2) building envelopes to develop up to 45,000 square feet of impervious surface for residential purposes, not to exceed ten (10) contiguous acres, after giving notice to Grantee. No development shall be allowed in the SNAs and Grantor shall provide a legal description and survey for the building envelope to Grantee prior to development;

**Encumbrances**

All mineral interests on the project site will be extinguished prior to closing. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

\*\*\*\*\*

**Item 18, Cont.**

**Mortgages and Liens**

All mortgages and liens will be satisfied or subordinated at the time of closing. FDACS/RFLPP staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

**Closing Information**

A title insurance commitment, survey, and environmental site assessment of the property will be provided by FDACS/RFLPP prior to closing.

**Monitoring Agency**

This perpetual conservation easement will be monitored by the FDACS/RFLPP.

**Comprehensive Plan**

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(Attachment 18, Pages 1-91)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 19 Dale and Lori S Grubb Option Agreement/ Grubb Ranch/ FDACS/ Rural and Family Lands Protection Program**

**REQUEST:** Consideration of (1) an option agreement to acquire a perpetual conservation easement over approximately 549 acres within the Grubb Ranch project of the Florida Department of Agriculture and Consumer Services’ (FDACS) Rural and Family Lands Protection Program (RFLPP) from Dale and Lori S Grubb; and (2) designation of FDACS/RFLPP as the monitoring agency.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**APPLICANT:** Florida Department of Agriculture and Consumer Services’ Rural and Family Lands Protection Program

**COUNTY:** Hardee

**LOCATION:** Section 24, Township 34 South, Range 27 East.

**CONSIDERATION:** \$2,058,000



\*\*\*\*\*

**Item 19, Cont.**

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		(Holden) <u>02/21/2023</u>	(Jones) <u>02/21/2023</u>				
Dale & Lori S. Grubb	549	\$1,923,000	\$2,100,000	\$2,100,000	\$2,226,300**	\$2,058,000*** (98%)	120 days after BOT Approval

\*Fee value was determined to be \$4,250,000.

\*\*The Grubbs purchased the property on June 14, 2013.

\*\*\*The purchase price for the conservation easement is \$3,745.36 per acre.

**STAFF REMARKS:** This acquisition was negotiated by FDACS under its RFLPP. If approved, this project will be the 65th perpetual conservation easement proposed for acquisition, with a total of approximately 83,091 acres preserved under the RFLPP.

**Property Description**

The Grubb Ranch subject property includes 549 acres in east-central Hardee County adjacent to the county line and about 5 miles west of the city of Sebring. The contiguous piece of property is about one mile west of the Lake Wales Ridge and half-mile from the northwest border of Highlands Hammock State Park. An approximately half-mile segment of the Little Charley Bowlegs Creek flows west through the southern end of the property, eventually joining Charlie Creek, a tributary of the Peace River. This project is located within the Florida Wildlife Corridor.

Grubb Ranch operates as a working cattle ranch. About 76 percent of the property is converted to pasture composed of Jiggs and Hemarthria grasses. In addition, there are 17 acres of native range. The Grubb Ranch participates in the FDACS' Agricultural Best Management Practices (BMPs) Program.

The Grubb Ranch is adjacent to the Sandy Gully RFLPP project, and within the vicinity of numerous other conservation projects including two RFLPP projects, Charlie Creek Cattle and C&G Cattle, and two Florida Forever projects, Hardee Flatwoods and Old Town Creek Watershed.

**Prohibited Uses**

- Dumping of non-biodegradable, toxic or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery or similar material is prohibited;
- 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, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, etc.;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council 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;
- Concentrated animal feeding operation as defined by the United States Environmental Protection Agency;

\*\*\*\*\*

**Item 19, Cont.**

- 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 permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- 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), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the National Resources Conservation Service 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 and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property;
- Commercial water wells on the Property;
- Cutting of cypress trees anywhere on the Property;
- Mitigation banks pursuant to Section 373.4135, et. seq., F.S.;
- Construction or conversion of Significant Natural Areas (SNAs) to more improved areas;
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

**Owner's Rights**

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;  
The right to conduct silvicultural and agricultural operations on the Property; provided, however, that prior to any timbering in an SNA, Grantor shall provide written notice to and obtain approval from Grantee concerning reforestation and harvesting methods consistent with this Easement. All agricultural uses shall be conducted in accordance with BMPs adopted by FDACS or applicable government agencies, or their successor agencies, as amended from time to time, and in compliance with all laws, rules, and regulations.
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches and such other facilities on the Property as depicted in the BDR, except on SNAs;

\*\*\*\*\*

**Item 19, Cont.**

- 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 the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, for water wells and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities;
- 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;
- Nothing shall prohibit Grantor from establishing (by survey, fencing or marking) and maintaining 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 the Easement;
- The right to observe, maintain, photograph, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism consistent with the protection of conservation values and related to agricultural and passive recreational uses. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, including the right to locate, construct and maintain hunting blinds, tree stands, wildlife food plots, and feeders on the Property, and Grantor may lease and sell privileges of such rights. Any structure constructed pursuant to this Paragraph shall not be for overnight use and shall not exceed 200 square feet of impervious surface or be greater than 15 feet in height, except for hunting stands which shall not exceed 200 square feet of impervious surface or be greater than 25 feet in height, unless approved in writing by Grantee after written notice from Grantor;
- 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. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms is prohibited, unless by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement’s Purposes. Existing utilities may be repaired at their current location; and
- Grantor reserves one (1) building envelope to develop up to 45,000 square feet of impervious surface for residential purposes, not to exceed ten (10) contiguous acres, after giving notice to Grantee. No development shall be allowed in the SNAs and Grantor shall provide a legal description and survey for the building envelope to Grantee prior to development;

**Encumbrances**

All mineral interests on the project site will be extinguished prior to closing. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

**Mortgages and Liens**

All mortgages and liens will be satisfied or subordinated at the time of closing. FDACS/RFLPP staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

\*\*\*\*\*

**Item 19, Cont.**

**Closing Information**

A title insurance commitment, survey, and environmental site assessment of the property will be provided by FDACS/RFLPP prior to closing.

**Monitoring Agency**

This perpetual conservation easement will be monitored by the FDACS/RFLPP.

**Comprehensive Plan**

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(Attachment 19, Pages 1-79)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 20 Sandy Gully Dairy, Inc. Option Agreement/ Sandy Gully/ FDACS/ Rural and Family Lands Protection Program**

**REQUEST:** Consideration of (1) an option agreement to acquire a perpetual conservation easement over approximately 643 acres within the Sandy Gully project of the Florida Department of Agriculture and Consumer Services’ (FDACS) Rural & Family Lands Protection Program (RFLPP) from Sandy Gully Dairy, Inc.; and (2) designation of FDACS/RFLPP as the monitoring agency.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**APPLICANT:** Florida Department of Agriculture and Consumer Services

**COUNTY:** Highlands

**LOCATION:** Sections 19, Township 34 South, Range 28 East

**CONSIDERATION:** \$1,740,000

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED VALUE</u>	<u>SELLER’S PURCHASE PRICE</u>	<u>TRUSTEES’ PURCHASE PRICE</u>	<u>OPTION DATE</u>
		(Holden) <u>02/21/2023</u>	(Jones) <u>02/21/2023</u>				
Sandy Gully Dairy, Inc.	643	\$1,673,000	\$1,800,000	\$1,800,000*	**	\$1,740,000*** (97%)	120 days after BOT Approval

\*Fee value was determined to be \$3,217,000 and \$3,100,000.  
\*\*Property was assembled over many years by the Elrod Family.  
\*\*\*The purchase price for the conservation easement is \$2,704 per acre.

\*\*\*\*\*

**Item 20, Cont.**

**STAFF REMARKS:** This acquisition was negotiated by FDACS under its RFLPP. If approved, this project will be the 66th perpetual conservation easement proposed for acquisition, with a total of approximately 83,734 acres preserved under the RFLPP.

**Property Description**

Phase II of the Sandy Gully project is 643 acres for a total of 3,217 acres. In 2019, RFLPP closed on 2,457 acres for \$5,528,250, as Phase I. The subject property is the remainder of the project. is located north of Highlands Hammock State Park. If this easement is approved, 100% of the Sandy Gully project will be protected. The project site is enrolled in the FDACS Best Management Practices (BMP) program and is located within the Florida Wildlife Corridor.

Sandy Gully is a cow/calf operation with hay and timber as secondary operations. Originally a dairy operation, the family transitioned to cattle in 2002 and now run crossbred beef cattle. Sandy Gully has progressively implemented BMPs to improve production and land management. and the family has worked closely with FDACS and the local livestock agent.

Much of the ecological value of the property lies in the relatively large size of the natural communities present and their contiguity with those on adjacent public lands. Of particular significance is the scrub, an imperiled natural community of which few large intact parcels remain outside of public ownership. Typical species observed on the property are Florida sandhill crane, bald eagle, Sherman's fox squirrel, eastern indigo snake, gopher tortoise, and Florida panthers on the property.

A major wildlife corridor exists between Highlands County Sun N' Lake Preserve (Preserve), Sandy Gully, and Highlands Hammock State Park (State Park). Sandy Gully shares three miles of its southern boundary with the State Park. Preserve staff have documented black bear and the occasional Florida panther, as well as other species, using the corridor. The Preserve property handles massive amounts of water, some of which pass to the south through Sandy Gully to the State Park. To benefit water quality, it is important that the water flows through as much native habitat as possible on its

way to Charlotte Harbor. The buffer provided by Sandy Gully will allow the wildlife corridor to remain intact without fragmentation. It will also allow critical hydrological flow-ways between the three properties to remain intact.

The greatest level of wetland protection associated with Sandy Gully is the protection from further development into the wetlands and surface water features associated with Little Charlie Bowlegs Creek. Little Charlie Bowlegs Creek feeds Charlie Creek, which in turn flows to the west and southwest and drains into the Peace River. Sandy Gully is also part of a greater wetland system, as it is located at the western edge of the Lake Wales Ridge.

The subject property has a high potential of conversion to non-agricultural use because it is in close proximity to existing and planned urban and suburban residential and nonresidential development. Although factors discourage conversion to non-agricultural use, the development trends in the surrounding area show strong threats of conversion to non-agricultural use.

\*\*\*\*\*

**Item 20, Cont.**

**Prohibited Uses**

- 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;
- 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;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, etc;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council 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;
- Concentrated and confined animal feed lot operations as defined by the USDA;
- 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 permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- 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), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service 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 and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect state or federally-listed species;
- Any subdivision of the Property;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the designated Significant Natural Areas (SNAs);
- Mitigation banks pursuant to Section 373.4135, et. seq., F.S.;
- Construction or improvements in any SNAs or conversion of SNAs to more improved areas or more intense uses. Any use of the Property which would impair, adversely impact, or destroy the SNAs, including a change to more intensive agricultural practices, is also prohibited;
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

\*\*\*\*\*

**Item 20, Cont.**

**Owner’s Rights**

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- The right to conduct agricultural operations on the Property; provided, however, that prior to any agriculture practices in an SNA, Grantor shall consult with Grantee concerning methods to minimize damage;
- The right to conduct silvicultural operations on the Property; provided, however, that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning methods to minimize damage;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from FDACS’ Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee’s lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, docks, and such other facilities on the Property as depicted in the BDR;
- 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 the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, for water wells and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities;
- 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;
- Nothing shall prohibit Grantor from establishing (by survey, fencing or marking) and maintaining 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 the Easement;
- 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; and
- 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. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms is prohibited. Notwithstanding this prohibition the Grantee may grant or modify easements for utility connections necessary 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.

\*\*\*\*\*

**Item 20, Cont.**

**Encumbrances**

There are no known encumbrances on the property that adversely affect marketability or the ability to enforce the rights granted under the easement.

**Mortgages and Liens**

All mortgages and liens will be satisfied or subordinated at the time of closing. FDACS staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

**Closing Information**

A title insurance commitment, survey and environmental site assessment of the property will be provided by RFLPP prior to closing.

**Monitoring Agency**

This perpetual conservation easement will be monitored by the RFLPP.

**Comprehensive Plan**

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(Attachment 20, Pages 1-77)

**RECOMMEND: APPROVAL**

\*\*\*\*\*

**Item 21 Ryals Citrus and Cattle, LLC Option Agreement/ Ryals Citrus and Cattle/ FDACS/ Rural and Family Lands Protection Program**

**REQUEST:** Consideration of (1) an option agreement to acquire a perpetual conservation easement over approximately 2,846 acres within the Ryals Citrus and Cattle project of the Florida Department of Agriculture and Consumer Services’ (FDACS) Rural and Family Lands Protection Program (RFLPP) from Ryals Citrus and Cattle, LLC; and (2) designation of FDACS/RFLPP as the monitoring agency.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**APPLICANT:** Florida Department of Agriculture and Consumer Services’ Rural and Family Lands Protection Program

**COUNTY:** Charlotte

**LOCATION:** Sections 05, 06, 07, 18, and 19 and the West ½ of Section 08, Township 40 South, Range 25 East.



\*\*\*\*\*

**Item 21, Cont.**

**CONSIDERATION:** \$8,609,150

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		(String)	(Marr)				
Ryals Citrus & Cattle LLC.	2,846	02/22/2023	02/22/2023	\$8,815,000*	**	\$8,609,150*** (98%)	120 days after BOT Approval

\*Fee value was determined to be \$16,500,000.

\*\*The subject property was purchased by the landowner over many years.

\*\*\*The purchase price for the conservation easement is \$3,025 per acre.

**STAFF REMARKS:** This acquisition was negotiated by FDACS under its RFLPP. If approved, this project will be the 67th perpetual conservation easement proposed for acquisition, with a total of approximately 86,580 acres preserved under the RFLPP.

**Property Description**

The subject property consists of 2,846 acres in north-central Charlotte County with the DeSoto County line being the northern boundary and is within a larger 4,200-acre ranch owned by the Ryals. The project is located approximately twelve miles east of the Cities of Port Charlotte and Punta Gorda.

The Ryals Family has been ranching in Charlotte and DeSoto Counties since the 1920s and have been on the current RFLPP project site for three generations. Ryals Ranch is a commercial cow/calf operation. The RFLPP project site also includes row crops (watermelon), sod production, and some citrus. Ryals Ranch participates in the FDACS Agricultural Best Management Practices (BMP) Program. (Cow/Calf).

The project site contains a 1.5-mile portion of Prairie Creek, a headwater of the Peace River. Charlotte County's Prairie Creek Preserve is adjacent to the project's northwestern corner. The project is two miles north of the Florida Fish and Wildlife Conservation Commission's Fred C. Babcock-Cecil M. Webb Wildlife Management Area. Finally, the project is in the vicinity of several Florida Forever project sites, including the Lower Peace River Refuge, Hall Ranch, and Myakka Ranchlands. The project is located within the Florida Wildlife Corridor.

**Prohibited Uses**

- Dumping of non-biodegradable, toxic or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery or similar material is prohibited;
- 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, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, etc.;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council 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;

\*\*\*\*\*

**Item 21, Cont.**

- Concentrated animal feeding operation as defined by the United States Environmental Protection Agency;
- 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 permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- 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), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service 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 and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property;
- Commercial water wells on the Property;
- Cutting of cypress trees anywhere on the Property;
- Mitigation banks pursuant to Section 373.4135, et. seq., F.S.;
- Construction or conversion of Significant Natural Areas (SNAs) to more improved areas;
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

**Owner's Rights**

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- The right to conduct silvicultural and agricultural operations on the Property; provided, however, that prior to any timbering in an SNA, Grantor shall provide written notice to and obtain approval from Grantee concerning reforestation and harvesting methods consistent with this Easement. All agricultural uses shall be conducted in accordance with BMPs adopted by FDACS or applicable government agencies, or their successor agencies, as amended from time to time, and in compliance with all laws, rules, and regulations;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes and other charges on the Property;

\*\*\*\*\*

**Item 21, Cont.**

- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches and such other facilities on the Property as depicted in the BDR, except on SNAs;
- 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 the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, for water wells and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities;
- 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;
- Nothing shall prohibit Grantor from establishing (by survey, fencing or marking) and maintaining 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 the Easement;
- The right to observe, maintain, photograph, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism consistent with the protection of conservation values and related to agricultural and passive recreational uses. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, including the right to locate, construct and maintain hunting blinds, tree stands, wildlife food plots, and feeders on the Property, and Grantor may lease and sell privileges of such rights. Any structure constructed pursuant to this Paragraph shall not be for overnight use and shall not exceed 200 square feet of impervious surface or be greater than 15 feet in height, except for hunting stands which shall not exceed 200 square feet of impervious surface or be greater than 25 feet in height, unless approved in writing by Grantee after written notice from Grantor;
- 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. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms is prohibited, unless by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's Purposes. Existing utilities may be repaired at their current location; and
- Grantor reserves one (1) Building Envelope, and the right, after giving notice to Grantee, to develop within the envelope up to 15,000 square feet of impervious surfaces for residential purposes. The Building Envelope will not exceed ten (10) contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property, including, but not limited to, residential buildings, residential support buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs, not including agricultural buildings. Any such development may not be constructed within an SNA. Grantor, at its expense, shall provide to Grantee a legal description and survey for the Building Envelope prior to development.

\*\*\*\*\*

**Item 21, Cont.**

**Encumbrances**

All mineral interests on the project site will be extinguished prior to closing. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

**Mortgages and Liens**

All mortgages and liens will be satisfied or subordinated at the time of closing. FDACS/RFLPP staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

**Closing Information**

A title insurance commitment, survey, and environmental site assessment of the property will be provided by FDACS/RFLPP prior to closing.

**Monitoring Agency**

This perpetual conservation easement will be monitored by the FDACS/RFLPP.

**Comprehensive Plan**

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(Attachment 21, Pages 1-77)

**RECOMMEND: APPROVAL**

\*\*\*\*\*