



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

Tier 1 Projects (54)	
Adams Alapaha Farm Hamilton - 853 acres	
Adams Farm Holmes & Walton - 1,700 acres	
Adams Ranch Osceola - 24,027 acres	
Adams St. Lucie St. Lucie - 12,363 acres	
Arbuckle Creek Ranch Highlands - 1,249 acres	
Blackbeard's Ranch Manatee - 4,530 acres	
Blue Cypress Lake Ranch Indian River - 674 acres	
Buck Island Ranch Highlands - 6,754 acres	
C&G Cattle Company Hardee - 557 acres	
Canaan Ranch Gilchrist - 3,040 acres	
Cannon Family Farm Marion - 440 acres	
Charlie Creek Cattle Company Hardee - 3,440 acres	
Christmas Creek Ranch Orange - 163 acres	
Clemons Oak Creek Okeechobee - 2,292 acres	
Coastal Headwaters - Blackwater Tract Santa Rosa - 2,106 acres	
Coastal Headwaters - Coldwater Creek Santa Rosa - 9,998 acres	
Coastal Headwaters Longleaf Forest Santa Rosa - 4,252 acres	
Cow Creek Ranch Okeechobee & St. Lucie - 6,802 acres	
Double C Bar Ranch Osceola - 4,128 acres	
Double C Ranch Flagler - 3,440 acres	
Espedeco Citrus - 806 acres	
Florida Commission Co Ranch Highlands - 2,309 acres	
FX Bar Ranch Polk - 1,246 acres	
Goolsby Ranch Highlands - 4,476 acres	
Hall's Tiger Bay Ranch DeSoto - 5,928 acres	
Heart Bar Ranch Osceola - 4,974 acres	
Hendrie Ranch Highlands - 7,250 acres	

Tier 1 Projects (54) continued	
Howze Ranch Manatee - 939 acres	
JB Ranch Collier - 6,657 acres	
Keen Family Ranch DeSoto - 1,109 acres	
Lykes Ranch, Ingram's Crossing Glades - 10,466 acres	
Lyme Lafayette Lafayette - 6,724 acres	
Micco Bluff Ranch Okeechobee - 2,138 acres	
Osoyaw Ranch Indian River & Okeechobee - 6,125 acres	
Pelaez & Sons Okeechobee - 863 acres	
Perry Smith Family Highlands & Flagler - 3,980 acres	
Rafter T Ranch Highlands - 5,178 acres	
Ravensworth Highlands - 791 acres	
Ridgewood Ranch Osceola - 3,200 acres	
Rocking Seven Ranch Manatee - 1,156 acres	
Rocking Bar W Ranch Hardee - 821 acres	
Rodman Plantation Putnam - 5,630 acres	
Sandy Gully Highlands - 3,218 acres	
Santa Fe Ranch Alachua - 2,168 acres	
Sleepy Creek South Tract Marion - 12,990 acres	
Southport Ranch Osceola - 4,120 acres	
SY Hart Highlands - 8,951 acres	
Tippen Bay Ranch DeSoto - 2,906 acres	
Todd Clemons Unit One Okeechobee - 1,922 acres	
Triple S Ranch - Citrus Citrus - 817 acres	
Triple S Ranch - Okeechobee Okeechobee - 7,053 acres	
Welaka Ranch Putnam - 8,807 acres	
Welanec Plantation Okaloosa - 7,190 acres	
Wesley Smith Family Farm St. Johns - 2,042 acres	

Tier 2 Projects (53)	
Albritton's Hart Pasture Highlands - 3,219 acres	
Bibby Farms Polk - 257 acres	
Brant Ranch Citrus - 894 acres	
Bucket Creek Preserve Santa Rosa - 206 acres	
Carlton Upper Horse Creek Ranch Hardee - 1,035 acres	
Corbin Farms Alachua - 235 acres	
Deep Creek Reserve Volusia - 285 acres	
Donaldson Tract Alachua - 4,700 acres	
Florida Trail Trust Putnam - 2,072 acres	
G-3 Ranch Polk - 3,634 acres	
Hardt Winter Levy - 675 acres	
Harrell Family Farms Bradford - 551 acres	
Hogan-Tillman Family Heritage Farm Alachua - 149 acres	
Joseph Miller St. Lucie - 513 acres	
Junior Louis Ranch Putnam - 422 acres	
Kanapaha Ranch Alachua - 3,996 acres	
Kirkland Farm Baker - 258 acres	
KPB Cattle Company Osceola - 882 acres	
K-Rocker Polk - 572 acres	
Kuder Ranch Polk - 527 acres	
Lewis Friend Farms Ranch Indian River - 1,088 acres	
Lightsey Cove Highlands - 520 acres	
Limestone Creek Ranch Hardee - 2,082 acres	
Long Ways Nature Ranch Trust Dixie - 1,279 acres	
Los Ninos Farm Putnam - 1,932 acres	
Lyme Gilchrist Forest Gilchrist - 14,412 acres	
Lyme Gilman Taylor & Madison - 16,536 acres	

Tier 2 Projects (53) continued	
Natural Bridge Creek Walton - 2,102 acres	
Ogden Property Columbia - 381 acres	
Pallardy Ranch Manatee - 559 acres	
Palmetto Prairie DeSoto - 376 acres	
Phillips Ranch Flagler - 3,000 acres	
Powers Property Lake - 224 acres	
Promise Fields Lake - 256 acres	
Rainey Pasture Marion - 5,175 acres	
Randy Byrd Farms St. Johns - 324 acres	
Rawls Ranch DeSoto - 380 acres	
Ruff Diamond Okeechobee - 1,693 acres	
Russakis Ranch III Okeechobee & St. Lucie - 2,076 acres	
Ryals Citrus and Cattle Charlotte - 2,845 acres	
Sampala Lake Ranch Madison - 2,256 acres	
Saturiwa St. Johns - 94 acres	
Singleton Family Farm St. Johns/Flagler/Putnam - 717 acres	
South Prong Baker - 2,410 acres	
Summers Pasture Columbia - 7,185 acres	
The Darroh Property Highlands - 1,285 acres	
The Flatwoods Levy - 2,558 acres	
The River Property Highlands - 3,063 acres	
Tilton Family Farm Putnam & Flagler - 2,403 acres	
Tyree Trust Hamilton - 421 acres	
Uncle Matts Organic Farm Lake - 170 acres	
Watson Farm Gilchrist - 561 acres	
Wetland Preserve Putnam - 3,705 acres	

Tier 3 Projects (37)	
AVT Ranch Polk - 713 acres	
Bar Rocking C Ranch Highlands - 1,130 acres	
Borders Polk - 61 acres	
Crooked Creek Ranch Hardee - 82 acres	
Curren Dairy Okeechobee - 249 acres	
Cypress Creek Grove Glades - 460 acres	
Dry Creek Plantation Jackson - 450 acres	
Faunita Hardee Trust Levy - 942 acres	
Four Star Timber Volusia - 97 acres	
Geraci King Ranch DeSoto - 2,280 acres	
Grover Rivers Farm Jackson - 40 acres	
Grubb Ranch Hardee - 555 acres	
Hadden Tree Farm Putnam - 238 acres	
Hidden T Ranch Manatee - 226 acres	
Hiers Farm Marion - 955 acres	
Holifield Family Farms Dixie - 160 acres	
IT-E-IT Ranch Okeechobee - 111 acres	
JA Cattle Santa Rosa - 36 acres	
John Campbell Family Lands Okaloosa - 1,596 acres	

Tier 3 Projects (37) continued	
Jordan Ranch Columbia - 243 acres	
Kickin Tires Ranch Polk - 621 acres	
Lowder's Gulf Hammock Levy - 706 acres	
Meeting House Groves Putnam - 825 acres	
Misty Farms Gilchrist - 392 acres	
Pender Farms Jackson - 1,600 acres	
RM Farm Hendry - 2,883 acres	
Robert E. Teague, Jr. St. Lucie - 300 acres	
Robinson Ranch Polk - 170 acres	
Shingle Spring Suwannee - 318 acres	
Silver Spur Tree Farm Madison - 1,030 acres	
Stokes Farm Columbia - 1,745 acres	
Syfrett Ranch Glades & Highlands - 3,058 acres	
Tree-O Groves Polk - 160 acres	
Waccassassa Plantation Levy - 1,565 acres	
Williams Ranch Highlands - 245 acres	
Witherspoon Timberland Tracts Jackson - 120 acres	
Zinn Farm Alachua - 41 acres	

**Total Acres – 373,311 acres**  
**Tier I – 237,758 acres**  
**Tier II – 109,150 acres**  
**Tier III – 26,403 acres**



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



**G-3 Ranch  
Polk County, Florida**

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



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

# Rural and Family Lands Protection Program

## Project Summary

**Project Name:** G-3 Ranch

**Owner:** Ben Hill Griffin, III, FLP LLLP

**County:** Polk

**Total Land Area:** 3,634 acres / Upland: 2,560 acres  
Wetland: 1,074 acres

### Land Uses:

**Improved Pasture:** 1,500 acres

**Native Pasture:** 720 acres

**Row Crops:**

**Sod:**

**Hay / Silage:**

**Citrus:**

### Planted Timber:

**Natural Forest (Upland):** 700 acres

**Natural Forest (Wetland):** 600 acres

**Marsh / Wet Prairie:** 112 acres

**Other:**

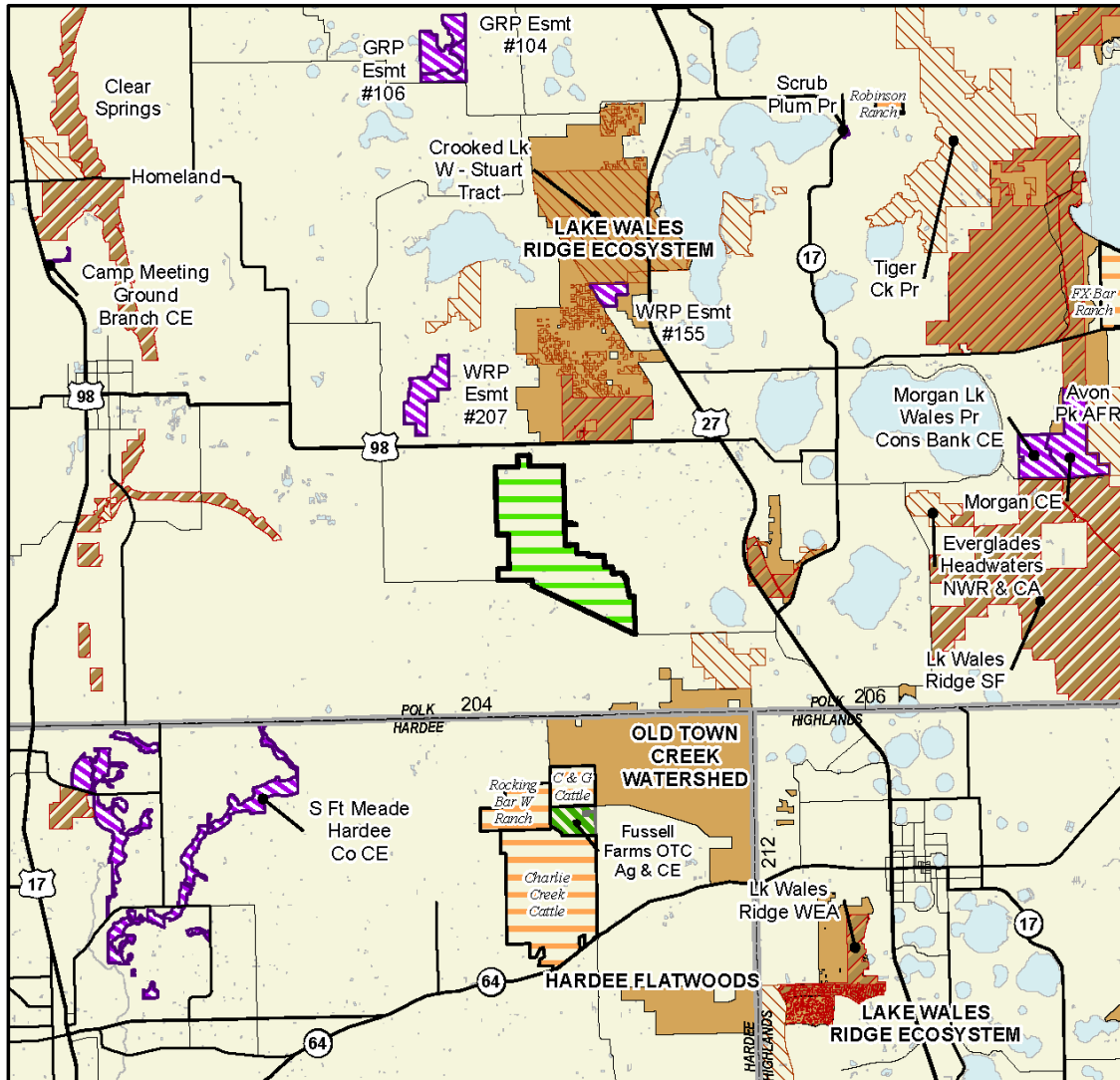
### Agricultural Uses:

- Cow/Calf
- Forestry

### Property Description:


Formerly part of Alico, property is a cow/calf cattle operation with 1000 acres of improved pasture. The property also includes cypress domes, pine flatwoods, and scrub. A cypress drain flows through 3.5 miles of the property. Two large developments are on the east and west sides of the property.

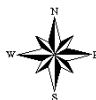
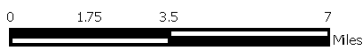
Maps Provided by FNAI (2017)




G-3 RANCH

**POLK**

-  Rural and Family Lands Proposal Boundary
-  Other RFL Proposal Boundary
-  RFL Funded Easements
-  State Owned Lands (Fee Simple)
-  Other Conservation Lands (Fee Simple)
-  State Owned Lands (Less-Than-Fee)
-  Other Conservation Lands (Less-Than-Fee)
-  Florida Forever BOT Projects



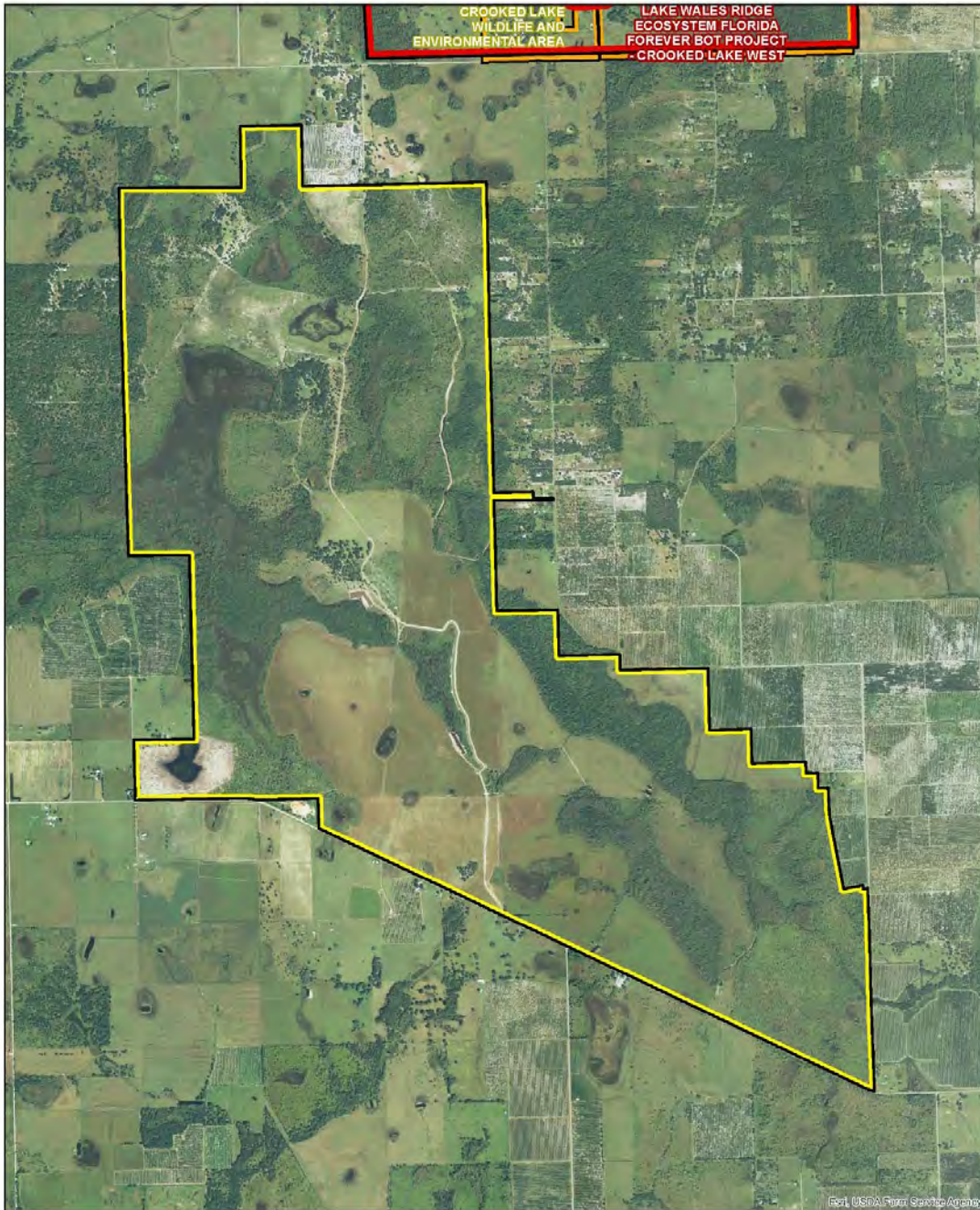
RFL Proposal Site 

OCTOBER 2017



# G-3 Ranch

RURAL AND FAMILY LANDS PROTECTION PROGRAM PROPOSAL BOUNDARY AS OF OCTOBER 2017

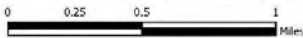


	Proposal Boundary
	Florida Forever BOT Projects

Conservation Lands by Managing Agency Type	
	Slate



Map Produced by:  
N. Pasco  
October 2017



Background: 2015 NAIP Polk County  
National Agricultural Imagery Program  
Resolution=1 m

*NOTE: Map should not be interpreted without accompanying documents.*





**G-3 Ranch**



## Public Purposes as Determined by the DACS Technical Team

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

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

**Score**  
(None, Low, Moderate, High)

Moderate  
Moderate

### Does the Property Meet Any Public Purposes:

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

**Score**  
(None, Low, Moderate, High)

## Agricultural or Silvicultural Legacy

This property was owned and managed by Alico Land Development Company prior to Ben Hill Griffin III taking ownership 11 years ago. There is a long history of ranching on the property and the current owner wishes to continue that tradition. There is a risk of development as homes are being added to the area both east and west of this property.

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

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

**Score**  
(None, Low, Moderate, High)

Moderate

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

### Silviculture Operations

There is a 200 acre stand of fairly well stocked pulpwood sized slash pine in the southeast portion of the property. There are other open stands (less than 50 BA) scattered over the entire ranch. These stands range from pulpwood size to mature saw timber. All of the areas of pine are routinely managed with fire and have healthy understory with palmetto and grass. No harvests in the last three years.

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

### Cow / Calf - Livestock Operations

This operation is commercial beef cattle, cross-bred cattle with approximately 428 head. Stocking rates are under-stocked with plans to increase numbers.

No controlled breeding program is in place. The following programs are in place: an animal identification program (holding fire brand); a vaccination program (routine industry standard); and a supplemental feeding program (molasses in winter).

Pasture grass species are Bahia and Hemarthri. Grass planting is in progress and weed control is good. Pasture burning is done in winter and early spring.

There are no alternative water sources or wells. Cattle drink from wetlands and dug ponds.

The condition of fencing, gates, pens, and other structures is excellent.

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

### Farming Operations / Other Agricultural Uses

Sod is cut only for use on site, as needed. When cut, strips are left to allow re-growth. Fertilizer is applied in split applications following soil testing and IFAS recommendations. No pastures or fields are irrigated.

Approximately 400 acres of Bahia hay is cut once a year.



**Participation in Government Partnerships / Cost Shares**

None

**Overall DACS Agricultural Production / Marketing Observations**

Griffin family properties are known for being managed very well and producing high quality livestock. Their calves are marketed online and on satellite video. Limited information was provided or available regarding the management activities during our visit.

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

**Property Maintenance & Other Activities**

**Prescribed Fire Regime**

No wildfires of note. They conduct their own prescribed burning under the pines in the natural pasture for vegetation control. They plan on burning 400 acres every other year mostly in the winter and spring.

**Presence of Non-Native Invasive Species**

There is limited occurrence of cogon grass and some tropical soda apple both of which they treat with herbicide when identified. Some small patches of cogon grass and TSA were spotted, but appear to be treated fairly aggressively.

**Recreational Use / Hunting**

The property is used by the family for hunting on occasion, and for family gatherings, as well as wildlife viewing and enjoying the land.

**Agricultural/Forestry Government Program Participation:**

<b><u>DACS BMP Notice of Intent (Program Title)</u></b>	<b><u>NOI Date</u></b>	<b><u>Acres</u></b>
40868 Cow / Calf	06/14/2016	

## Natural Features – Habitat and Wildlife Resources

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

The G-3 Ranch proposal includes 3,634 acres in south-central Polk County about 6.5 miles southwest 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 proposal.

The property is currently a cattle ranch. According to the Cooperative Land Cover map, aerial photographs, and the proposal, about one third of the property has been converted to improved pasture. The remaining uplands appear to be mainly pine flatwoods with a few small patches of scrub. Three large, irregular wetland systems appear to be a mix of open marsh, cypress, and baygall vegetation. Several depression marshes occur on the property.

The proposal lists a number of rare species that have been seen by the applicant – eastern indigo snake, wood stork, gopher tortoise, Sherman’s fox squirrel, and white ibis. Several of these have potential to occur on site based on available habitat, particularly wood stork, gopher tortoise, and Sherman’s fox squirrel. In addition, many-flowered grass pink has been documented about 200 meters south of the proposal and has a high potential to occur on the property.

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

- Overall benefit as related to natural resource benefit

### **Score**

(None, Low, Moderate, High)

Moderate

## FNAI Assessment (2017)

### G-3 Ranch: Conservation Resources Assessment 20170928

ACRES = 3,633

MEASURES	Acres <sup>a</sup>	% of project
<b>B1: Strategic Habitat Conservation Areas</b>		
Priority 1	145	4%
Priority 2	0	0%
Priority 3	1,332	37%
Priority 4	0	0%
Priority 5	185	5%
<b>Total Acres</b>	<b>1,662</b>	<b>46%</b>
<b>B2: FNAI Habitat Conservation Priorities</b>		
Priority 1	0	0%
Priority 2	0	0%
Priority 3	25	1%
Priority 4	721	20%
Priority 5	1,766	49%
Priority 6	705	19%
<b>Total Acres</b>	<b>3,218</b>	<b>89%</b>
<b>B3: Ecological Greenways</b>		
Priority 1	0	0%
Priority 2	529	15%
Priority 3	2,653	73%
Priority 4	0	0%
Priority 5	0	0%
Priority 6	0	0%
<b>Total Acres</b>	<b>3,181</b>	<b>88%</b>
<b>B4: Under-represented Natural Communities</b>		
Upland Glade (G1)	0	0%
Pine Rockland (G1)	0	0%
Scrub and Scrubby Flatwoods (G2)	15	<1%
Rockland Hammock (G2)	0	0%
Dry Prairie (G2)	0	0%
Seepage Slope (G2)	0	0%
Sandhill (G3)	0	0%
Sandhill Upland Lake (G3)	0	0%
Upland Pine (G3)	0	0%
Mesic/Wet Flatwoods (G4)	1,470	40%
Upland Hardwood Forest (G5)	0	0%
<b>Total Acres</b>	<b>1,485</b>	<b>41%</b>
<b>C4: Natural Floodplain Function</b>		
Priority 1	53	1%
Priority 2	451	12%
Priority 3	623	17%
Priority 4	271	7%
Priority 5	58	2%
Priority 6	0	0%
<b>Total Acres</b>	<b>1,456</b>	<b>40%</b>

<sup>a</sup>Number of acres of each resource in the project and percentage of project represented by each resource are listed except where noted.

MEASURES (continued)	Acres <sup>a</sup>	% of project
<b>C5: Surface Water Protection</b>		
Priority 1	0	0%
Priority 2	182	5%
Priority 3	0	0%
Priority 4	1,200	33%
Priority 5	1,548	43%
Priority 6	556	15%
Priority 7	136	4%
<b>Total Acres</b>	<b>3,622</b>	<b>100%</b>
<b>C7: Fragile Coastal Resources</b>		
Fragile Coastal Uplands	0	0%
Imperiled Coastal Lakes	0	0%
Coastal Wetlands	0	0%
<b>Total Acres</b>	<b>0</b>	<b>0%</b>
<b>C8: Functional Wetlands</b>		
Priority 1	46	1%
Priority 2	320	9%
Priority 3	375	10%
Priority 4	195	5%
Priority 5	20	1%
Priority 6	1	<1%
<b>Total Acres</b>	<b>956</b>	<b>26%</b>
<b>D3: Aquifer Recharge</b>		
Priority 1	0	0%
Priority 2	3	<1%
Priority 3	593	16%
Priority 4	1,976	54%
Priority 5	1,034	28%
Priority 6	28	1%
<b>Total Acres</b>	<b>3,633</b>	<b>100%</b>
<b>G1: Sustainable Forestry</b>		
Priority 1	0	0%
Priority 2	0	0%
Priority 3	1,474	41%
Priority 4	0	0%
Priority 5 - Potential Pinelands	1,122	31%
<b>Total Acres</b>	<b>2,596</b>	<b>71%</b>
<b>G3: Forestland for Recharge</b>	<b>252</b>	<b>7%</b>



## Natural Features (continued)

### DACS Technical Team Site Visit Observations:

This is a large parcel with a wide variety of ecosystems. The landscape is dominated by large tracts of improved pasture (mostly Bahia). There are also stands of mesic oak hammocks with mature trees and native understory.

This ranch also maintains many acres of native range, much of it under slash pine with some longleaf. This consists of native grasses, palmetto, wax myrtle. These areas are well maintained with the use of prescribed fire which limits the height of the palmetto to 3 feet while still maintaining an overstory of pine.

There is a swamp that aligns north to south on the eastern side of the parcel that is made up of bay swamp trees, and cypress strands. There are a couple of wet weather ponds scattered ranging in size from a few acres to 75 acres.

Typical wildlife species commonly observed on the property include turkey, deer, indigo snakes, rattle snakes, otters, quail, wood storks.

Rare and endangered species known to occur on the property include Gopher tortoise, Sherman's Fox Squirrel. The owner has seen bald eagles and believes there is a nest in one of the cypress stands.

### **DACS Staff Assessment (site visit) – Natural Features**

**Score**  
(None, Low, Moderate, High)

Overall significance / condition of natural areas / wildlife / species habitat      Moderate

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

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

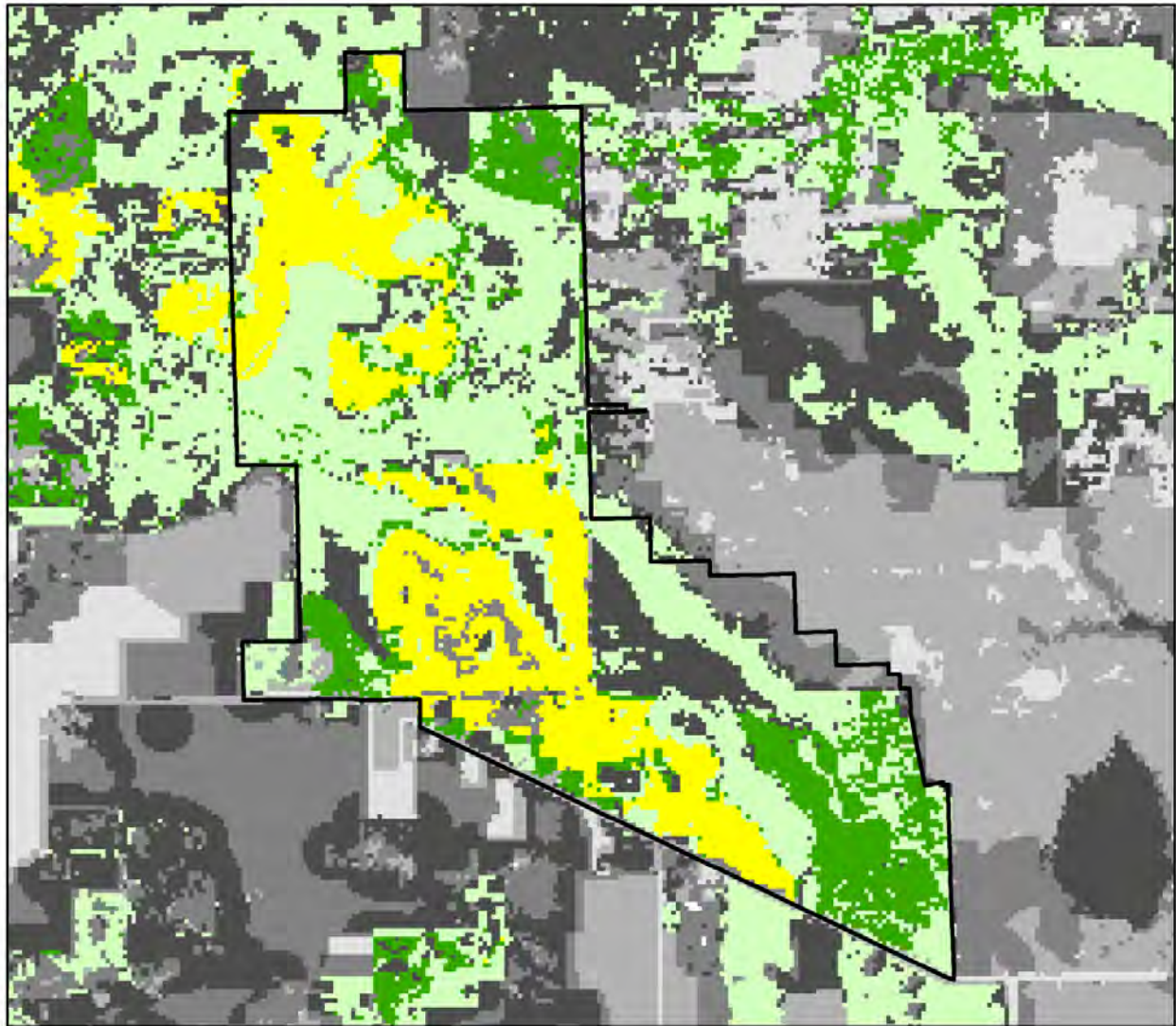
The project has an IWHRS 2009 mean score of 5.4

### **FWC Assessment - Habitat and Wildlife Resources:**

**Score**  
(None, Low, Moderate, High)

- Overall natural resource benefit

High



**Rural and Family Lands  
Protection Program**  
Wildlife Resource  
Evaluation 2009  
G-3 Ranch  
Mean IWHR Value = 5.4

0 0.375 0.75 1.5 Miles



**Florida Fish and Wildlife Conservation Commission  
Integrated Habitat Ranking System 2009**



## Hydrological Resources and Conditions

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

A large portion of the property intersects the 100 year floodplain (A).

Mill Seat Creek flows through the property and appears to drain towards the Bowleg Creek basin (DO).

Numerous ephemeral and forested freshwater wetlands occur on this property.

The majority of the property is located within a recharge zone of 0.01-3.0 inches per year.

The property is not located within any known springsheds. No known spring vents occur on the property.

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

#### Score

(None, Low, Moderate, High)

- Overall hydrological resource benefit

Moderate

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

A majority of the property falls within the Lake Okeechobee BMAP and Northern Everglades areas in place to protect the Everglades. Water flows from the Peace River/Bowlegs Creek through the ranch and into Lake Streety. Wetland areas are somewhat overgrown and could be improved by implementing a rotational grazing system. The water flow has had little disturbance and cattle have had minimal impacts on the ditches and waterways. Water appears to be free of sedimentation.

No alternative water sources or wells. Cattle drink from wetlands and dug ponds.

### Basin Management Action Plan

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

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



## Connectivity / Buffering Benefit

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

There are no Florida Forever Projects in the area. Any benefits would be minimal. There are no publicly managed areas in the area. The property could provide future connectivity to managed lands, but as of now, benefits are minimal. The property could provide future buffering to managed lands, but as of now, benefits are minimal.

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

### Adjacent Public Land Manager’s Observations:

**Crooked Lake WEA** – G-3 Ranch is approximately 1 mile southwest of Crooked Lake WEA and 5.5 miles west of the Sunray tract of the Lake Wales Ridge WEA. The landscape in between the managed lands and G-3 Ranch is primarily agricultural and rural development. G-3 Ranch contributes to overall regional connectivity for the Crooked Lake WEA, and also improves the linkage between Crooked Lake WEA and managed lands to the south. G-3 Ranch provides a low benefit of buffering for Crooked Lake WEA because the ranch is not immediately adjacent to the WEA.

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

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

Crooked Lake Wildlife and Environmental Area (WEA) is located 0.5-mile northeast of the proposal, and Saddle Blanket Preserve (TNC) is 1.3 miles southeast. Crooked Lake West, Lake Wales Ridge WEA, and Wetlands Reserve Program Easement #207 are also nearby. Lake Wales Ridge Ecosystem Florida Forever BOT Project (Crooked Lake West) is a half mile north of the property, and Old Town Creek Watershed Florida Forever BOT Project is 0.75 mile to the south. The Fussell Farms Old Town Creek Agricultural and Conservation Easement, an RFL-funded easement, is about 4 miles to the south. Three other RFL proposals occur less than 5 miles to the south: Rocking Bar W Ranch, C & G Cattle, and Charlie Creek Cattle.

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

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

• Is the Project adjacent to Existing Project(s): (Yes/No)	No
• Is the Project adjacent to 2017 Potential Project(s): (Yes/No)	No

## **Land Planning and Growth Management**

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

#### **Land Use Designation**

The property's current land use designation is Agriculture/Residential-Rural and it is primarily being used to run a commercial Brangus cow/calf cattle operation. There has been no recent farming activity, but hay and sod are potential sources of agricultural revenue. The subject property is surrounded on all sides by Agriculture/Residential-Rural designated lands.

#### **Threats of Conversion**

The threat of conversion to a non-agriculture use appears to be low to moderate. The subject property is not in close proximity to any urban type land uses, and, according to the application, the owners would like to maintain the agricultural lifestyle that is currently in place on the property and permanently protect the ranch from urban sprawl. However, the property does include four total miles of paved road frontage (Avon Park Road, Ben Hill Griffin Road, and Raulerson Road), and is adjacent to two large parcels of land (to the east and west) that have been sub-divided into 1-5 acre rural "ranchettes." These types of developments could be potential threats to the subject property in the future.

#### **Development Trends**

The subject property is currently surrounded by Agriculture/Residential-Rural designated lands, which should encourage continued agriculture. However, developments on the eastern and western edges, and access to several paved roads, could potentially lead to adverse impacts on agriculture in the future.

	<b><u>Score</u></b>
<b>DEO Assessment - Land Planning and Growth Management:</b>	(None, Low, Moderate, High)
• Overall level of threat of conversion	Low
<b>Is Project Within a Land Stewardship Area: (Y/N)</b>	No

# RFLPP Technical Committee Evaluation Summary

**Project:** G-3 Ranch  
**County:** Polk  
**Acres:** 3,634

*Total Composite Score: 96 of 153*

**1. Meets RFLPP Goals and Public Purposes:**

Team Members:

Florida Department of Agriculture (SITE VISIT)  
 Southwest Florida Water Management District  
 Florida Fish and Wildlife Conservation Commission  
 Florida Department of Environmental Protection  
 Florida Department of Economic Opportunity  
 Florida Natural Areas Inventory

*Composite Score: 23 of 33*

None	Low	Moderate	High

**2. Overall Threat Level for Conversion to Non-Ag or Potential for Development:**

Team Member: Florida Department of Economic Opportunity

*Composite Score: 3 of 9*

None	Low	Moderate	High

**3. Benefit of Project for Connectivity/Buffering Adjacent Public Lands/Easement:**

Team Members:

**-Connectivity Benefit:**

Adjacent Public Land Manager  
 Florida Department of Environmental Protection

**-Buffering Benefit:**

Adjacent Public Lands Manager  
 Florida Department of Environmental Protection

**-Benefit / Contiguous with Existing RFLPP:**

Florida Department of Agriculture (SITE VISIT)

**-Landscape Connectivity and Contribution (FNAD):**

Florida Natural Areas Inventory

*Composite Score: 6 of 21*

None	Low	Moderate	High
<b>No</b>		<b>Yes</b>	
None	Low	Moderate	High

**4. Benefit of Project Related to Agricultural Legacy of Property and Structures:**

Team Member: Florida Department of Agriculture (SITE VISIT)

*Composite Score: 6 of 9*

None	Low	Moderate	High

**5. Benefit of Project Related to Protecting Water Resources:**

Team Member: Southwest Florida Water Management District

*Composite Score: 6 of 9*

None	Low	Moderate	High

**6. Benefit of Project Related to Protecting Natural Habitat and Wildlife Resources:**

Team Members: Florida Fish and Wildlife Conservation Commission  
 Florida Natural Areas Inventory  
 Florida Department of Agriculture (SITE VISIT)

*Composite Score: 7 of 9*

None	Low	Moderate	High

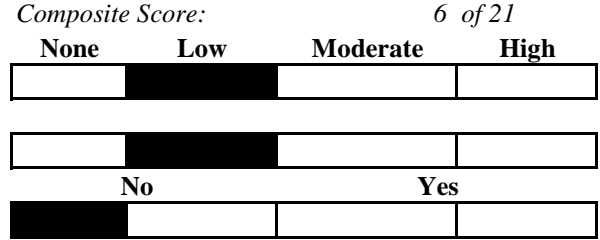


## RFLPP Technical Committee Evaluation Summary

### 7. Forestry Operations:

Team Members:

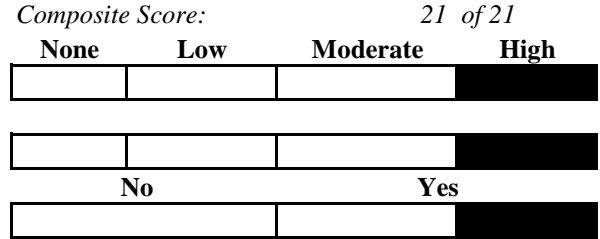
- Degree of Suitability of Land for Long-term Forestry:  
Florida Department of Agriculture (SITE VISIT)
- Degree of Quality of Forestry Operations:  
Florida Department of Agriculture (SITE VISIT)
- Compliance with Forestry BMPs:  
Florida Department of Agriculture (SITE VISIT)



### 8. Ranching/Livestock/Grazing Operations:

Team Members:

- Degree of Suitability of Land for Long-term Ranching:  
Florida Department of Agriculture (SITE VISIT)
- Degree of Quality of Cow-Calf/Livestock Operations:  
Florida Department of Agriculture (SITE VISIT)
- Compliance with Beef Quality Assurance Guidelines:  
Florida Department of Agriculture (SITE VISIT)

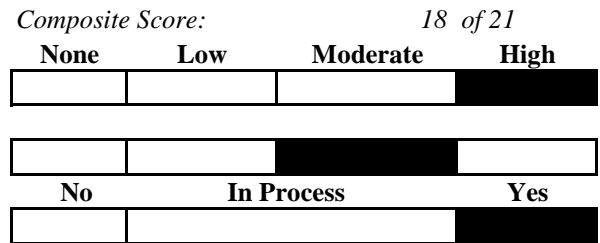


### 9. Crops/Ag Uses & Production/NRCS & DACS

**Participation/BMPs/Marketing:**

Team Members:

- Degree of Suitability of Land for Long-term Ag Use:  
Florida Department of Agriculture (SITE VISIT)
- Degree of Quality of Overall Agricultural Operations:  
Florida Department of Agriculture (SITE VISIT)
- Participation in DACS Agricultural BMP Program:  
Florida Department of Agriculture (SITE VISIT)





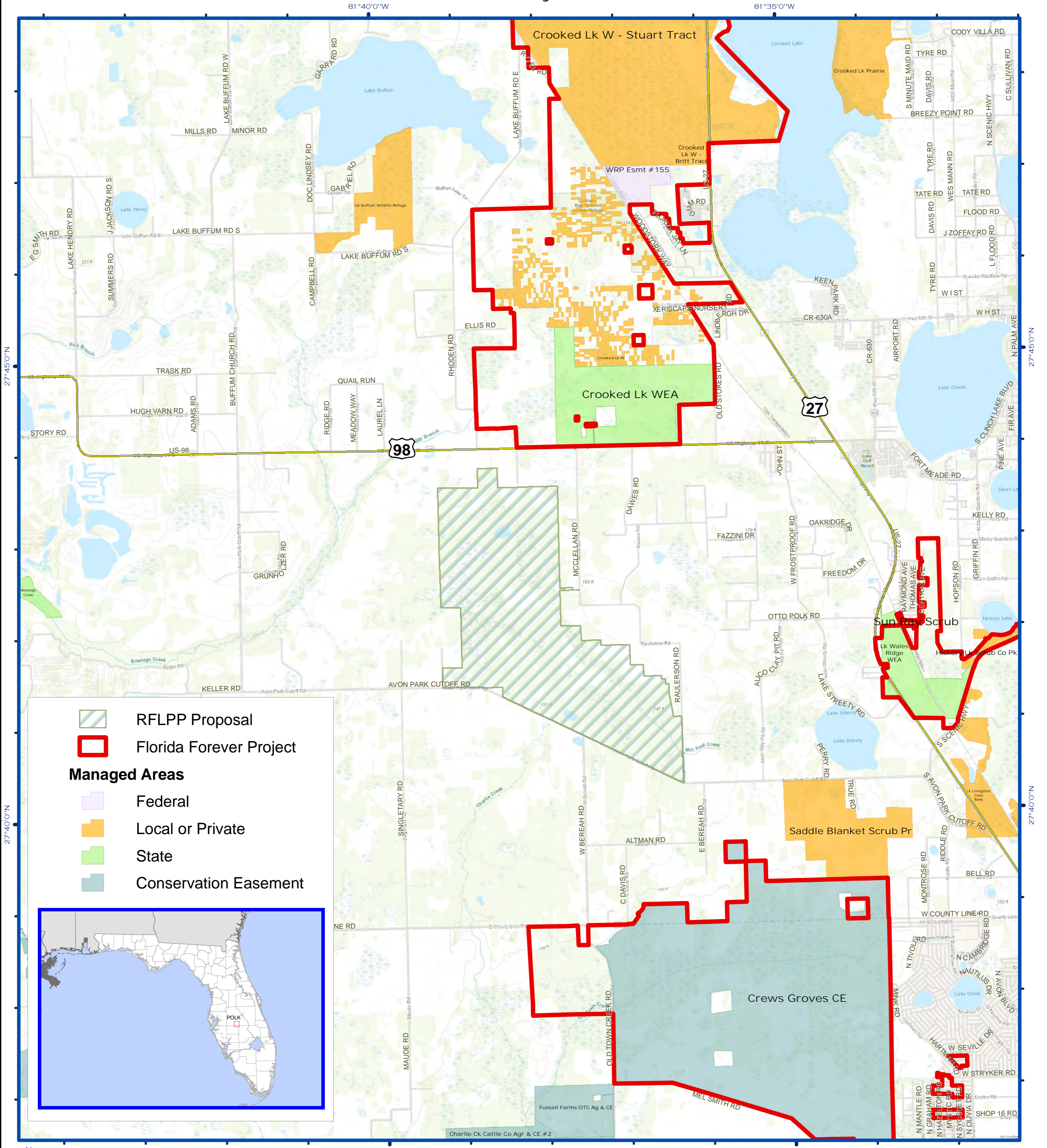








# FLORIDA FOREST SERVICE Rural and Family Lands Program

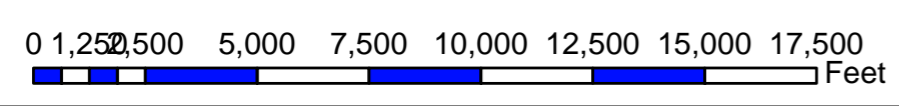
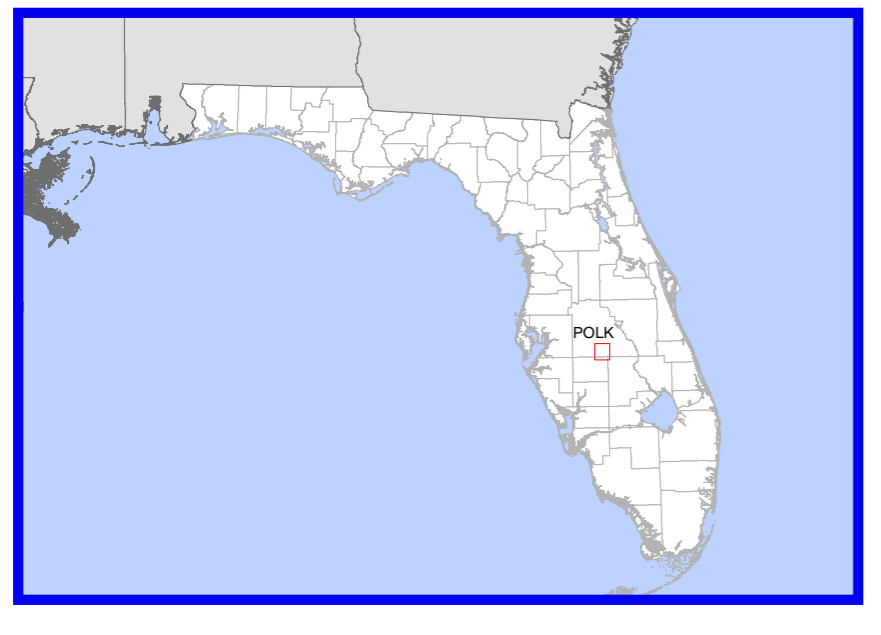
## G-3 Ranch Appraisal Map Owner: MIDWAY FARMS, LLC and CHARLES G. GRIMES, SR. FAMILY LIMITED PARTNERSHIP Polk County, Florida

DISCLAIMER: This map was created by the Florida Forest Service (FFS) Geographic Information System (GIS) staff using data from multiple sources. Maps created by FFS are designed for division use and for use by related public agencies. These products are not legal descriptions or documents. The Florida Forest Service reserves the right to correct, update, modify, or replace GIS products without notification. The Florida Forest Service makes no warranty, either written or implied as to the accuracy or completeness of the information on this map.

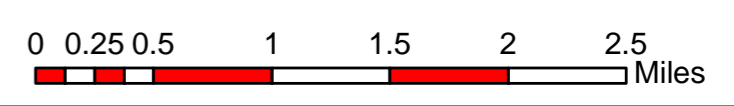
Managed Area boundaries courtesy of the Florida Natural Areas Inventory



-  RFLPP Proposal
-  Florida Forever Project
- Managed Areas**
-  Federal
-  Local or Private
-  State
-  Conservation Easement



April 2023





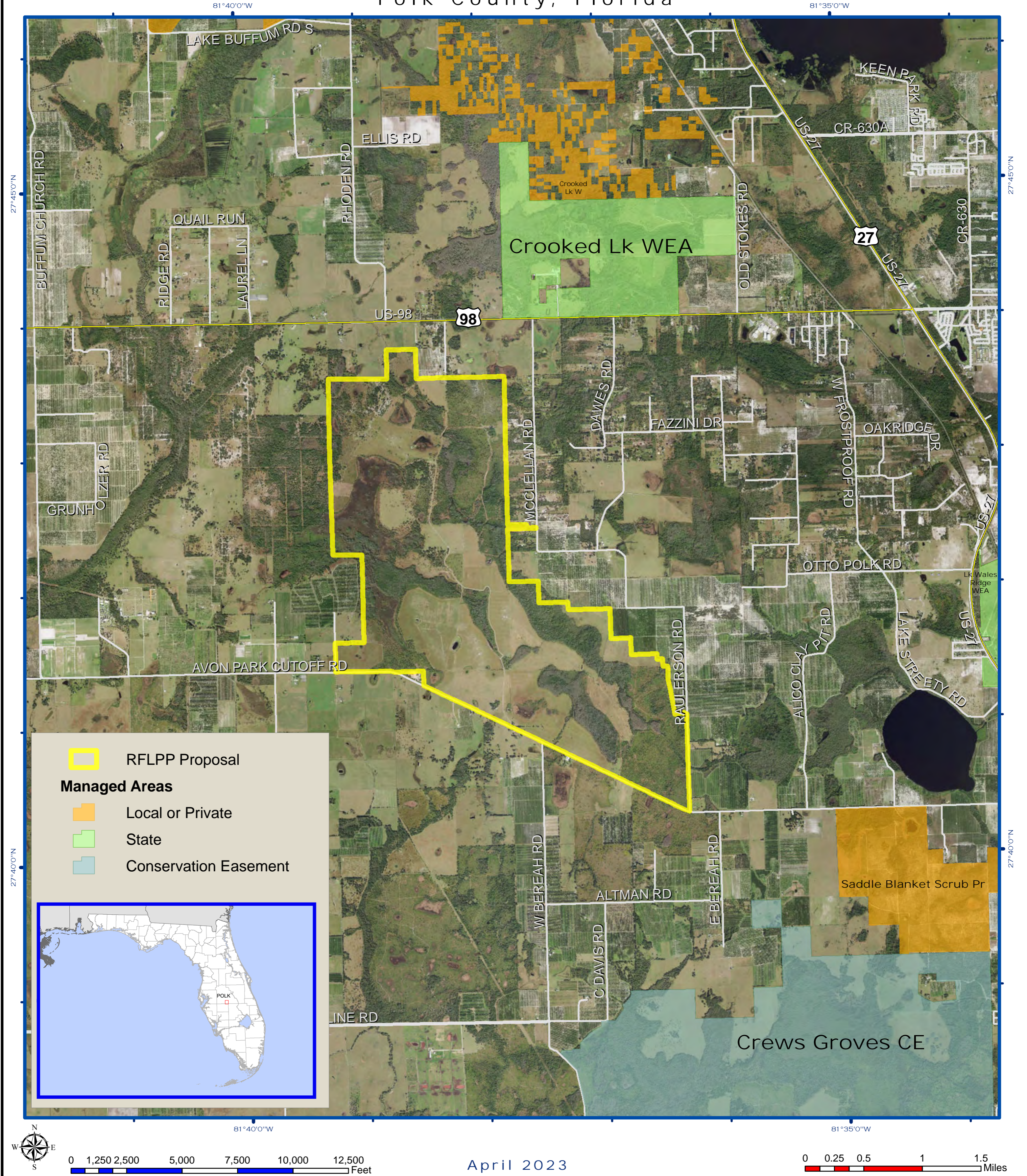


# FLORIDA FOREST SERVICE Rural and Family Lands Program

## G-3 Ranch Appraisal Map Owner: MIDWAY FARMS, LLC and CHARLES G. GRIMES, SR. FAMILY LIMITED PARTNERSHIP Polk County, Florida

**DISCLAIMER:**  
This map was created by the Florida Forest Service (FFS) Geographic Information System (GIS) staff using data from multiple sources. Maps created by FFS are designed for division use and for use by related public agencies; these products are not legal descriptions or documents. The Florida Forest Service reserves the right to correct, update, modify, or replace GIS products without notification. The Florida Forest Service makes no warranty, either written or implied as to the accuracy or completeness of the information in this map.

Managed Area boundaries courtesy of the Florida Natural Areas Inventory





## OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this 13<sup>th</sup> day of April, 2023, between MIDWAY FARMS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST, AND CHARLES G. GRIMES, SR. FAMILY LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST, whose address is P.O. Box 2367, Plant City, FL 33564 as, collectively, "Seller," and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Agriculture and Consumer Services ("FDACS"), Florida Forest Service, 3125 Conner Boulevard, C-25, Tallahassee, Florida 32399-1650, as "Buyer." Buyer's agent in all matters shall be the Florida Forest Service.

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

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

3.A. PURCHASE PRICE. The purchase price for the Easement is TEN MILLION, SEVEN HUNDRED TWENTY THOUSAND, THREE HUNDRED DOLLARS (\$10,720,300) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Easement as determined in accordance with Section 253.025(8), Florida Statutes ("FDACS Approved Value"). The determination of the FDACS Approved Value and the Final Adjusted Purchase Price can only be made after the completion and FDACS's approval of the survey required in paragraph 6.

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



the provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price".

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

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

Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Buyer, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. Seller shall defend, at Seller's sole cost and expense, any legal action, claim or proceeding instituted by any person against Buyer as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Buyer harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE APRIL 14, 2023 BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE FDACS APPROVED VALUE OF THE EASEMENT, AND (2) FDACS APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.



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

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

CHARLES G. GRIMES, SR. FAMILY LIMITED PARTNERSHIP, a Florida limited partnership

[Signature]  
Witness as to Seller

By: [Signature]  
Charles G. Grimes, Sr., Trustee of the Charles G. Grimes, Sr. and Betty J. Grimes Management Trust dated December 11, 2012, as general partner

[Signature]  
Printed Name of Witness

1/13/23  
Date signed by Seller

[Signature]  
Witness as to Seller

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

Dean Saunders  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF Polk

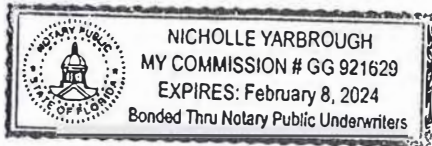
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Charles G. Grimes, Sr., Trustee of the Charles G. Grimes, Sr. and Betty J. Grimes Management Trust dated December 11, 2012, as general partner of Charles G. Grimes, Sr. Family Limited Partnership, a Florida limited partnership, by means of  physical presence or  online notarization, who is personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and who acknowledged before me that he/she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of April, 2023.

(NOTARY PUBLIC SEAL)

[Signature]  
Notary Public

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



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

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

SELLER

MIDWAY FARMS, LLC, a Florida limited liability company

Jeff Connitt  
Witness as to Seller

Jeff Connitt  
Printed Name of Witness

Dean Saunders  
Witness as to Seller

Dean Saunders  
Printed Name of Witness

By: Charles G. Grimes, Sr.  
Charles G. Grimes, Sr., as managing member

4/13/23  
Date signed by Seller

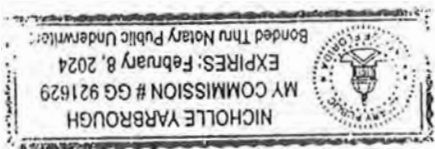
Phone No. [REDACTED]  
8 a.m. – 5 p.m.

STATE OF FLORIDA  
COUNTY OF Yolk

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Charles G. Grimes, Sr., as managing member of Midway Farms, LLC, a Florida limited liability company, by means of  physical presence or  online notarization, who is personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and who acknowledged before me that he/she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of April, 2023.

(NOTARY PUBLIC SEAL)



Michelle Yarbrough  
Notary Public

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

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

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

BUYER

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

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

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

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

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

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

STATE OF FLORIDA  
LEON COUNTY

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

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

(NOTARY PUBLIC SEAL)

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

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

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

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



## **Schedule of Exhibits and Addenda**

Exhibit A – Legal Description

Exhibit B - Deed of Easement

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

Exhibit B to Deed of Easement – Significant Natural Areas Map

Exhibit C to Deed of Easement – G-3 Ranch Easement Monitoring Form

Exhibit D to Deed of Easement – Map of Building Envelopes

Addendum 1 – Beneficial Interest and Disclosure Affidavit

EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

PARCEL 1

THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 2

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 3

THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 4

THE EAST 1/2 OF SECTION 7, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 5

THE NORTH 3/4, THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 7

LOT 69, BLOCK 1, BEAR BAY HILL ESTATES UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 75, PAGE 6, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 8

THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 1060 FEET, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS PARCEL B DESCRIBED AS; COMMENCING AT A 2 INCH DIAMETER AXLE FOUND MARKING THE 1/4 CORNER COMMON TO SECTIONS 15 & 16, TOWNSHIP 32 SOUTH, RANGE 27 EAST, THENCE SOUTH 00°03'57" EAST, 1322.45 FEET ALONG THE SECTION LINE COMMON TO SECTIONS 15 AND 16; THENCE NORTH 89°48'52" EAST, 154.66 FEET ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°48'52" EAST, 1161.60 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°03'43" EAST, 750 FEET ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89°50'24" WEST, 1161.60 FEET; THENCE NORTH 00°03'43" WEST, 749.48 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED TRACT:

A TRACT OF LAND LOCATED IN SECTION 15, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH DIAMETER AXLE FOUND MARKING THE 1/4 CORNER COMMON TO SECTIONS 15 & 16, TOWNSHIP 32 SOUTH, RANGE 27 EAST, THENCE SOUTH 00°03'57" EAST, 1322.45 FEET ALONG THE SECTION LINE COMMON TO SECTIONS 15 AND 16 TO THE POINT OF BEGINNING; THENCE NORTH 89°48'52" EAST, 154.66 FEET ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 00°03'43" EAST, 749.48 FEET; THENCE NORTH 11°43'36" WEST, 764.95 FEET TO THE POINT OF BEGINNING.

PARCEL 9

THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, AND THE SOUTH 1/2, AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS PARCEL C DESCRIBED AS: BEGIN AT THE 1/4 CORNER COMMON TO SECTIONS 15 AND 16, TOWNSHIP 32 SOUTH, RANGE 27 EAST; THENCE SOUTH 00°03'57" EAST, 1322.45 FEET ALONG THE SECTION LINE COMMON TO SECTIONS 15 AND 16; THENCE SOUTH 89°50'24" WEST, 738.07 FEET; THENCE NORTH 00°03'43" WEST, 1329.30 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH 89°37'42" EAST, 738.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL 10

ALL SECTION 17, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 11

THE EAST 1/2 OF THE NORTHEAST 1/4, AND THE EAST 1/2 OF THE SOUTHEAST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LESS ROAD RIGHT OF WAY, SECTION 18, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 12

THE EAST 3/4 OF THE NORTH 1/2 NORTH OF ROAD RIGHT OF WAY, SECTION 20, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 13

ALL OF SECTION 21, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS THE SOUTH 1/2, SOUTH OF PUBLIC ROAD, AND LESS ROAD RIGHT OF WAY.

PARCEL 14



THE WEST 1/2 SECTION 22, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY, AND LESS & EXCEPT A PORTION OF THE WEST 1/2 OF SAID SECTION 22, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 22;  
THENCE SOUTH 89°43'47" WEST, 56.21 FEET TO A POINT LYING ON THE WEST MAINTAINED RIGHT OF WAY LINE OF RAULERSON ROAD TO A POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 89°43'47" WEST, ALONG THE NORTH LINE OF SAID SECTION, 787.57 FEET; THENCE SOUTH 01°18'10" EAST, 133.74 FEET; THENCE SOUTH 01°00'11" EAST, 436.42 FEET; THENCE SOUTH 09°02'15" EAST, 480.62 FEET; THENCE SOUTH 09°32'06" EAST, 1151.54 FEET; THENCE NORTH 81°20'26" EAST, 419.07 FEET; THENCE SOUTH 01°18'01" EAST, 80.38 FEET; THENCE NORTH 81°22'24" EAST, 110.08 FEET TO A POINT LYING ON THE WEST MAINTAINED RIGHT OF WAY LINE OF RAULERSON ROAD; THENCE NORTH 00°22'32" WEST, ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, 2184.86 FEET TO THE POINT OF BEGINNING.

PARCEL 15

THE NORTHWEST 1/4, LYING NORTH OF PUBLIC ROAD, SECTION 27, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY FOR RAULERSON ROAD.

**ADDENDUM**  
(FLORIDA LIMITED PARTNERSHIP)

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

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

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

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

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

SELLER

BUYER

Charles G. Grimes, Sr. Family  
Limited Partnership,  
a Florida limited partnership

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

FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES

By: Charles G. Grimes Sr.  
Charles G. Grimes, Sr., Trustee of the  
Charles G. Grimes, Sr. and Betty J. Grimes  
Management Trust dated December 11, 2012,  
Its General Partner

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

4/13/22  
Date Signed by Seller

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

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

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

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

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

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

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

SELLER

Midway Farms, LLC, a  
Florida limited liability company

By: Charles G. Grimes Sr.  
Name: Charles G. Grimes, Sr.

Title: Managing Member

4/13/22  
Date Signed by Seller

Created 7/3/01  
BLA-149.1

BUYER

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

FLORIDA FOREST SERVICE, DEPARTMENT OF  
AGRICULTURE AND CONSUMER SERVICES

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

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



## EXHIBIT B

This instrument prepared by and returned to:  
Florida Forest Service  
Rural and Family Lands Protection Program  
c/o Hank Vinson  
The Conner Building, Room 237  
3125 Conner Boulevard  
Tallahassee, Florida 32399-1650

Project Name: G-3 Ranch  
County: Polk

### DEED OF CONSERVATION EASEMENT

**THIS GRANT OF CONSERVATION EASEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 202\_, by MIDWAY FARMS, LLC, a Florida limited liability company, as to an undivided one-half interest, and CHARLES C. GRIMES, SR., FAMILY LIMITED PARTNERSHIP, a Florida limited partnership, as to an undivided one-half interest, whose address is Post Office Box 2627, Plant City, Florida 33565, ("Grantors"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Florida Forest Service, 3125 Conner Boulevard, Tallahassee, Florida 32399-1650, ("Grantee").

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

### NOTICES

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

Grantors' Address: Midway Farms, LLC, and Charles C. Grimes, Sr. Limited Partnership, Post Office Box 2627, Plant City, Florida 33565.

Grantee's Address: Florida Department of Agriculture and Consumer Services, Florida Forest Service, 3125 Conner Boulevard, Tallahassee, Florida 32399-1650. Attention: Program Director, Rural and Family Lands Protection Program.

### RECITALS

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

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

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

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

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

F. Significant Natural Area ("SNA"). There are certain agricultural lands with important species habitat or water resources occurring within the boundaries of the Property, more particularly identified as SNA(s) in the BDR. An SNA is defined as a particularly outstanding or sensitive area that the parties agree are desirous of protection due to the presence of the following: 1) high-quality terrestrial or aquatic habitats, which possess significant biodiversity, high-quality resources, intact community organization, or other ecologically significant qualities; 2) habitats for

rare species of plants or animals; or 3) significant geological features or historic sites. Designation of an SNA accords an extra level of protection, ensuring that the natural or cultural features within the SNA will continue to be managed appropriately and in a manner ensuring the continued protection of the resources. While the designation of these areas as SNAs in the BDR is intended to set them aside for conservation, management activities in an SNA may include activities commensurate with the management of conservation lands to include such activities as prescribed burning, removal of invasive species and native species restoration, and maintenance of existing agricultural structures, primarily roads, fences, drainage improvements, and boundary signs. In addition, Grantors may continue livestock grazing in an SNA, as long as Grantors' management of such grazing activity protects the quality and integrity of the SNA. Other activities that may be undertaken in SNAs are scientific research and environmental education, at Grantors' sole discretion. The SNAs are identified on the map in Exhibit "B" attached hereto.

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

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

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

#### **ARTICLE I. RECITALS**

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

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

This grant of Easement over the Property shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantors,

Grantors' personal representatives, heirs, successors and assigns, lessees, agents, guests, and licensees.

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

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

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

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

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

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

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

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

C. The right to enter upon the Property on an annual basis, and more often if Grantee determines that such entry is warranted, at reasonable times in order to inspect and monitor compliance with and otherwise enforce the terms of this Easement (“Inspections”); provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors’ use and quiet enjoyment of the Property.

D. The right to conduct Inspections, annually or otherwise, to monitor Grantors’ compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit “C”. The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantors and Grantee; provided, however, that such corrective action plan will be in addition to, and not in lieu of or as a prerequisite to, Grantee’s other enforcements rights hereunder. Upon Grantee’s finding that Grantors are in compliance with the terms of this Easement, a copy of the completed monitoring form will be provided to the Grantors and a copy will be retained by the Grantee for a minimum of five (5) years. Upon a finding of noncompliance, a corrective action plan may be developed, which may be a notation in the comments section on the monitoring form regarding completion of certain actions or cessation of actions in order to attain compliance or the plan may be a more



detailed plan developed separately to set expectations and deadlines for completion of remedial measures. In either case, the Grantee will work with the Grantors to negotiate a reasonable schedule, but all remedial measures shall be completed at Grantor's expense.

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

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

G. A right to prior notice of Grantors' intent to sell or transfer title as provided in Article IX, Paragraph G. This right of notice shall be triggered by sales or transfers of title by Grantors, including gifts and bequests as well as transfers to entities in which Grantors own, directly or indirectly, a majority of the controlling interests.

H. The right to be indemnified by Grantors for any and all liability, loss, damage, expense, judgment or claim arising out of or related to the Grantors' acts or omissions with respect to the Property or the acts or omissions of Grantors' agents, guests, lessees, licensees, invitees, or any others on the Property with the express or implicit permission of Grantors.

I. The right to be indemnified by Grantors for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known to the Grantors to the best of Grantors' knowledge.

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

K. The right to cut and remove timber in Grantee's sole discretion, if Grantors, after a 30-day notice from Grantee, fail to cut and remove said timber damaged by natural disaster, fire, infestation, or the like. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.

## **ARTICLE V. PROHIBITED USES**

The Property shall be maintained to preserve the Easement Purposes. Without limiting the generality of the foregoing, Grantors agree that the following

uses and practices, though not an exhaustive recital of inconsistent uses and practices, are prohibited on the Property:

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including those defined by the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, the Federal Emergency Planning and Community Right-To-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the governmental water management district applicable to or having jurisdiction over the Property (“Water Management District”), now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (collectively referred to as “Contaminants”) on the Property. This prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the terms of this Easement, and that is disposed of in accordance with applicable local, state and federal requirements, and Best Management Practices (“BMPs”) adopted by FDACS or its successor agency, as amended from time to time.

B. 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 Grantors or on Grantors’ behalf or with the joinder or consent of Grantors in any application for a permit so to do, by an individual or entity acting under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, except for i) seismic or other non-invasive testing and the drilling for and extraction of oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, so not to damage or interfere with the Easement Purposes or Property; ii) as reasonably necessary to combat erosion or flooding using material from existing excavation sites identified in the BDR; or iii) as necessary and lawfully allowed for the conduct of allowed activities using material from existing excavation sites identified in the BDR.

C. Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, except those required for environmental restoration, federal, state or local regulatory

programs, or BMPs. There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, or pollution of existing surface or subsurface water flow or natural water sources, freshwater lakes, ponds and pond shores, marshes, creeks, or any other water bodies except as consistent with BMPs for the type of agricultural activities being conducted. Provided, however, Grantors may construct, operate, maintain, or replace groundwater wells, ditches, swales and other water conveyance structures, drainage structures or other water management improvements incident to allowed uses on the Property, subject to legally required permits and regulations.

D. Planting of nuisance, exotic or non-native plants as listed by the Exotic Pest Plant Council or the University of Florida's Institute of Food and Agricultural Sciences, or their successors, except for plants approved by Grantee and needed to support agricultural activities allowed hereunder. The Grantors shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantors hereby grant to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics, or non-native wild plants, on the Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantors' responsibilities under this paragraph or as an obligation of the Grantee.

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

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

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

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

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

J. Any subdivision of the Property.

K. Commercial water wells on the Property.

L. Harvesting of cypress trees in the SNAs.

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

N. Construction or improvements in any SNA or conversion of any SNAs to more improved areas or more intense uses. Any use of the Property which would impair, adversely impact, or destroy an SNA, including a change to more intensive agricultural practices, is also prohibited.

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

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

## **ARTICLE VI. GRANTOR’S RESERVED RIGHTS**

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

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

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

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

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

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

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

G. The right to continue to use, maintain, repair, and reconstruct, but not enlarge all existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, culverts and such other facilities on the Property as depicted in the BDR. Expanding existing cow pens as necessary to conduct normal cattle operations on the Property shall be allowed, except when located in an SNA.

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

I. The right to exclusive use of the improvements on the Property.



J. The right to obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the Water Management District or any governmental agency having jurisdiction over those activities.

K. The right to construct, 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.

L. The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantors in the management of the Property in accordance with this Easement.

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

N. The right to install connections to normal utility systems, such as electric, cable, water, sewer, communication, and telephone that are consistent with the Easement Purposes and incidental to serve the allowed uses of the Property. If a connection to a sewer system is not available, this right shall include the right to install a septic system provided it is not located in an SNA. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee pursuant to Article VI, Paragraph H. Existing utilities may be replaced or repaired at their current location.

O. Grantors reserve two (2) Building Envelopes, and the right, after giving notice to Grantee, to develop within the envelope up to 45,000 square feet of impervious surfaces for residential purposes, as described in Exhibit "D," attached hereto and incorporated herein by reference ("Building Envelope"). The Building Envelope will not exceed 10 contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property, including, residential buildings, residential support buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs, not including agricultural buildings. Any such development may not be constructed within an SNA. Grantors, at their expense, shall provide to Grantee legal descriptions and surveys for the Building Envelope prior to development.

## **ARTICLE VII. GRANTEE'S REMEDIES**

A. If Grantee determines that Grantors are in violation of the terms of this Easement, including any amendments, modifications, updates, or revisions thereto, or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property, to restore the portion of the Property so injured. If Grantors fail to cure the violation within 30 days after receipt of notice thereof from Grantee or, under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to: (i) enforce the terms of this Easement, (ii) enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, (iii) recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any values or Easement Purposes protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and (iv) require the restoration of the Property to the condition that existed prior to any such violation or injury.

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

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

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

E. Grantors hereby waive any defense of estoppel, adverse possession, or prescription.

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

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

#### ARTICLE VIII. PUBLIC ACCESS

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

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

#### ARTICLE IX. MISCELLANEOUS

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

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

C. **Extinguishment.** If unforeseen circumstances arise in the future that render the Easement Purposes impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims and costs of sale, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with Article IX, Paragraph D. If sufficient funds are not available for Grantee to be paid its entire Proportionate Share (as hereinafter defined) out of the proceeds, or if for any other reason Grantee is not paid its entire Proportionate Share, Grantee has the right to recover such deficiency (including the right to record a lien to secure its recovery of such deficiency) from the record owner of the Property at the time of such sale. Grantee shall use all such proceeds in a manner consistent with the Easement Purposes or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantors believe that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantors and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantors to conduct or implement any or all of the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

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

Share”). For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

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

F. **Assignment.** This Easement is transferable by Grantee, but Grantee may assign its rights and obligations under this Easement only to a governmental entity with the legal capacity to enforce the terms of this Easement.

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

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

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

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

c. Under notice provided pursuant to Paragraphs 1.a. and 1.b. above, Grantors shall, in good faith, afford Grantee an opportunity to negotiate the acquisition of the Property, or such portion thereof or interest therein that Grantors intend to sell. If Grantee desires to negotiate the acquisition of the Property (or such portion thereof or interest therein as applicable), Grantee shall so notify Grantors within 30 days after receipt of Grantors’ notice of intent. If Grantors and Grantee are unable, in good faith, to agree to terms of

an acquisition of the Property (or such interest therein or portion thereof as applicable) within 45 days after Grantee's notice to Grantors under this paragraph, Grantors may sell the Property free of the right granted in this Article IX, Paragraph G.1.

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

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

3. Continuation of Agricultural Production. Grantors shall obtain assurances in writing from the prospective transferee that the Property will continue to be used for bona fide agricultural production purposes in accordance with this Easement. In addition, Grantors will incorporate (whether by reference or otherwise) the terms of this Easement in any deed or other legal instrument by which Grantors divest or convey any interest in the Property, including a lease or license.

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

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



conveyed, after the Grantors or subsequent owner has conveyed their interest in the Property as permitted by and pursuant to the terms of this Easement.

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

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

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

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

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

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

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

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

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

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

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

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

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

*[signature pages follow]*

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

**GRANTOR:**  
MIDWAY FARMS, LLC  
a Florida limited liability  
company

Witnesses:

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

\_\_\_\_\_  
Charles C. Grimes, Sr., as  
managing member

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

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

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

STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Charles C. Grimes, Sr., as managing member of Midway Farms, LLC, a Florida limited liability company, by means of [ ] physical presence or [ ] online notarization, who is personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

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

NOTARY PUBLIC

\_\_\_\_\_  
Signed

My Commission Expires:

\_\_\_\_\_  
Printed

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

**GRANTOR:**  
CHARLES C. GRIMES, SR.  
FAMILY LIMITED

PARTNERSHIP, a Florida limited partnership

Witnesses:

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

\_\_\_\_\_  
Charles C. Grimes, Sr., as  
managing member

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

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

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

STATE OF FLORIDA  
COUNTY OF POLK

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

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

NOTARY PUBLIC

\_\_\_\_\_  
Signed

My Commission Expires:

\_\_\_\_\_  
Printed

**GRANTEE:**

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

By: FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES

Witnesses:

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

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

\_\_\_\_\_  
DIRECTOR, DIVISION OF  
ADMINISTRATION

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

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

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

STATE OF FLORIDA  
COUNTY OF LEON

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

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

NOTARY PUBLIC

\_\_\_\_\_  
Signed

My Commission Expires:

\_\_\_\_\_  
Printed

## **SCHEDULE OF EXHIBITS**

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

EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

PARCEL 1

THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 2

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 3

THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 4

THE EAST 1/2 OF SECTION 7, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 5

THE NORTH 3/4, THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.



PARCEL 7

LOT 69, BLOCK 1, BEAR BAY HILL ESTATES UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 75, PAGE 6, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 8

THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 1060 FEET, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS PARCEL B DESCRIBED AS; COMMENCING AT A 2 INCH DIAMETER AXLE FOUND MARKING THE 1/4 CORNER COMMON TO SECTIONS 15 & 16, TOWNSHIP 32 SOUTH, RANGE 27 EAST, THENCE SOUTH 00°03'57" EAST, 1322.45 FEET ALONG THE SECTION LINE COMMON TO SECTIONS 15 AND 16; THENCE NORTH 89°48'52" EAST, 154.66 FEET ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°48'52" EAST, 1161.60 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°03'43" EAST, 750 FEET ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89°50'24" WEST, 1161.60 FEET; THENCE NORTH 00°03'43" WEST, 749.48 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED TRACT:

A TRACT OF LAND LOCATED IN SECTION 15, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH DIAMETER AXLE FOUND MARKING THE 1/4 CORNER COMMON TO SECTIONS 15 & 16, TOWNSHIP 32 SOUTH, RANGE 27 EAST, THENCE SOUTH 00°03'57" EAST, 1322.45 FEET ALONG THE SECTION LINE COMMON TO SECTIONS 15 AND 16 TO THE POINT OF BEGINNING; THENCE NORTH 89°48'52" EAST, 154.66 FEET ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 00°03'43" EAST, 749.48 FEET; THENCE NORTH 11°43'36" WEST, 764.95 FEET TO THE POINT OF BEGINNING.

PARCEL 9

THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, AND THE SOUTH 1/2, AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS PARCEL C DESCRIBED AS: BEGIN AT THE 1/4 CORNER COMMON TO SECTIONS 15 AND 16, TOWNSHIP 32 SOUTH, RANGE 27 EAST; THENCE SOUTH 00°03'57" EAST, 1322.45 FEET ALONG THE SECTION LINE COMMON TO SECTIONS 15 AND 16; THENCE SOUTH 89°50'24" WEST, 738.07 FEET; THENCE NORTH 00°03'43" WEST, 1329.30 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH 89°37'42" EAST, 738.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL 10

ALL SECTION 17, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 11

THE EAST 1/2 OF THE NORTHEAST 1/4, AND THE EAST 1/2 OF THE SOUTHEAST 1/4, AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LESS ROAD RIGHT OF WAY, SECTION 18, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 12

THE EAST 3/4 OF THE NORTH 1/2 NORTH OF ROAD RIGHT OF WAY, SECTION 20, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 13

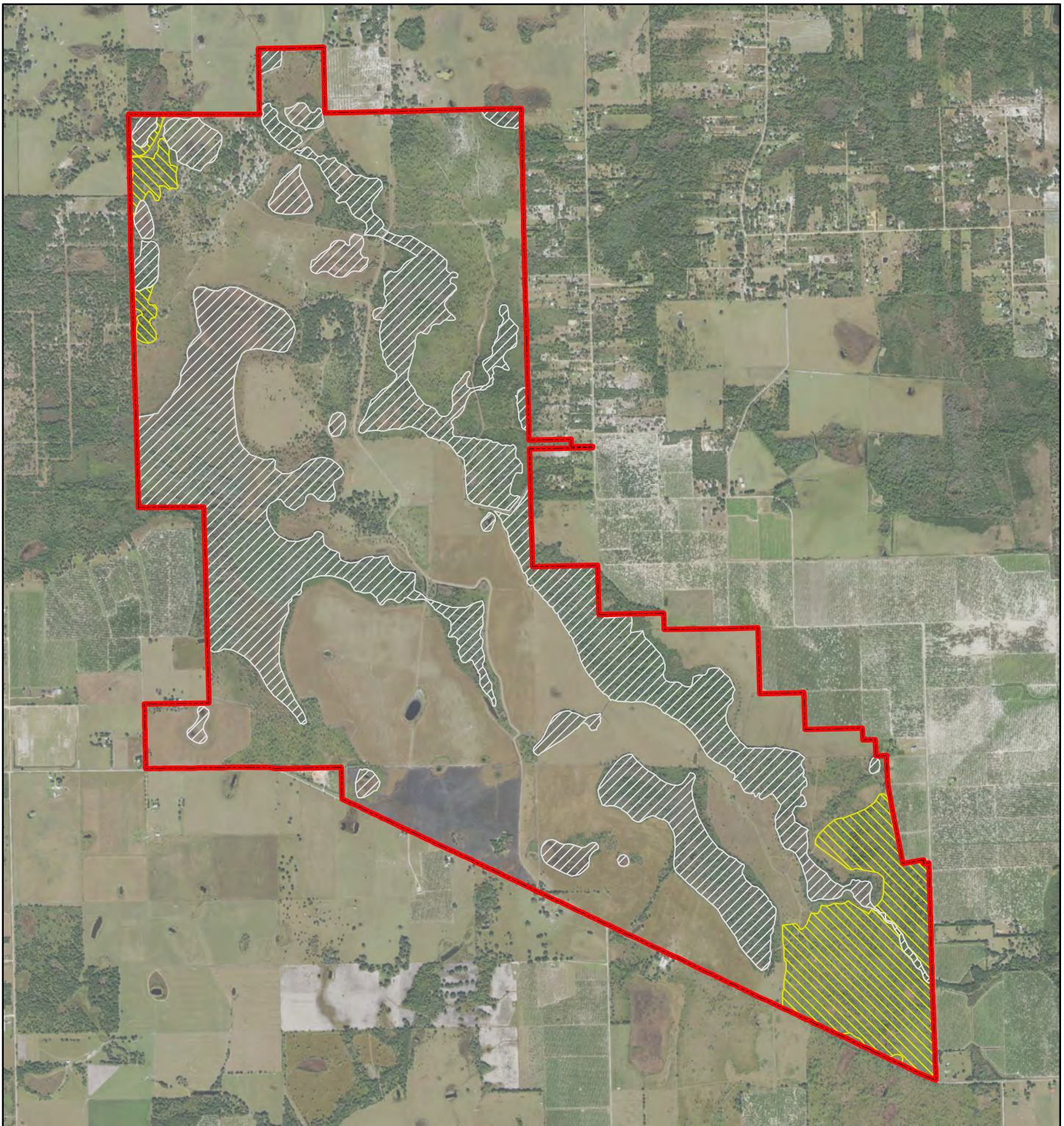
ALL OF SECTION 21, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS THE SOUTH 1/2, SOUTH OF PUBLIC ROAD, AND LESS ROAD RIGHT OF WAY.

PARCEL 14

THE WEST 1/2 SECTION 22, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY, AND LESS & EXCEPT A PORTION OF THE WEST 1/2 OF SAID SECTION 22, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 22; THENCE SOUTH 89°43'47" WEST, 56.21 FEET TO A POINT LYING ON THE WEST MAINTAINED RIGHT OF WAY LINE OF RAULERSON ROAD TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°43'47" WEST, ALONG THE NORTH LINE OF SAID SECTION, 787.57 FEET; THENCE SOUTH 01°18'10" EAST, 133.74 FEET; THENCE SOUTH 01°00'11" EAST, 136.42 FEET; THENCE SOUTH 09°02'15" EAST, 480.62 FEET; THENCE SOUTH 09°32'06" EAST, 1151.54 FEET; THENCE NORTH 81°20'26" EAST, 419.07 FEET; THENCE SOUTH 01°18'01" EAST, 80.38 FEET; THENCE NORTH 81°22'24" EAST, 110.08 FEET TO A POINT LYING ON THE WEST MAINTAINED RIGHT OF WAY LINE OF RAULERSON ROAD; THENCE NORTH 00°22'32" WEST, ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, 2184.86 FEET TO THE POINT OF BEGINNING.

PARCEL 15

THE NORTHWEST 1/4, LYING NORTH OF PUBLIC ROAD, SECTION 27, TOWNSHIP 32 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY FOR RAULERSON ROAD.



**Significant Natural Areas Map**

**Midway Dairy, Polk County, FL  
2021 Natural Color Orthophotos (1-ft) resolution**

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

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

-  Midway Dairy
-  Wetland Areas
-  Upland Areas

Significant Natural Area	Acre	% Area
Wetland Areas	990.1	27.2%
Upland Areas	262.8	7.2%

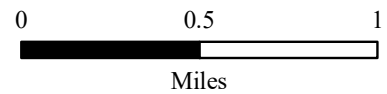


Image: US Department of Agriculture  
 National Agriculture Imagery Program Imagery 2021

March 1, 2023





Florida Department of Agriculture and Consumer Services  
Florida Forest Service



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

WILTON SIMPSON  
COMMISSIONER

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

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

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

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

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

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

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

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

PURPOSE OF MONITORING SITE INSPECTION:

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

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

(N/A = not applicable to Conservation Easement)

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

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

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

## 2. PROHIBITED USES:

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

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

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

A.	<ul style="list-style-type: none"> <li>•HAS THERE BEEN ANY PRESCRIBED BURNING ON THE PROPERTY? NO ACRES: _____</li> <li>•HAVE FIRELINES COMPLIED WITH BMPS?</li> <li>•WAS A FLORIDA FOREST SERVICE BURN AUTHORIZATION OBTAINED?</li> <li>•IF REQUIRED IN THE CE, WERE ALL FIREBREAKS MAINTAINED THROUGH DISKING OR MOWING?</li> <li>•IF REQUIRED, WERE NEW FIREBREAKS APPROVED BY FFS? N/A</li> </ul>
----	---



B.	<ul style="list-style-type: none"> <li>• HAVE THERE BEEN ANY SILVICULTURAL ACTIVITIES ON THE PROPERTY, INCLUDING:               <ol style="list-style-type: none"> <li>1. HARVESTS? (ACRES: _____) 2. SITE PREPARATION? (ACRES: _____) 3. TREE PLANTING? (ACRES: _____)</li> <li>4. MECHANICAL TREATMENT? (ACRES: _____) 5. HERBICIDE TREATMENT? (ACRES: _____)</li> </ol> </li> <li>• WERE SILVICULTURAL BMPs COMPLIED WITH? N/A</li> <li>• WERE ANY WETLANDS HARVESTED? (EXPLAIN) N/A</li> <li>• HAS THERE BEEN ANY HARVEST OF PALM TREES OR OTHER POTENTIAL LANDSCAPE AND/OR ORNAMENTAL PLANTS? N/A</li> <li>• FROM NATURAL AREAS? N/A</li> <li>• IF PERMITTED IN CE, WERE BMP'S FOLLOWED IN PALM TREE HARVESTS? N/A</li> </ul>
C.	<ul style="list-style-type: none"> <li>• HAVE THERE BEEN ANY AGRICULTURAL ACTIVITIES ON THE PROPERTY INCLUDING:               <ol style="list-style-type: none"> <li>1. CATTLE/ HORSE IMPROVED PASTURE? OCCURRING ON: _____ ACRES. ANY INCREASE IN ACREAGE? NO</li> <li>2. ROW CROPS? OCCURRING ON: _____ ACRES. ANY INCREASE IN ACREAGE? NO</li> <li>3. SOD? OCCURRING ON: _____ ACRES. ANY INCREASE IN ACREAGE?</li> <li>4. CITRUS GROVES? OCCURRING ON: _____ ACRES. ANY INCREASE IN ACREAGE?</li> <li>5. FOOD PLOTS? OCCURRING ON: _____ ACRES. ANY INCREASE IN ACREAGE?</li> <li>6. PONDS? OCCURRING ON: _____ ACRES. ANY INCREASE IN NUMBER OR ACREAGE?</li> <li>7. ALL AGRICULTURAL ACTIVITIES OCCURRING OUTSIDE OF SNA AND/OR OTHER AREAS AS REQUIRED IN CE? YES</li> </ol> </li> <li>• DESCRIBE CATTLE STOCKING (EG. ACRES PER COW-CALF UNIT):</li>   <li>• FDACS COW- CALF BMPs COMPLIED WITH?</li> </ul>
D.	<ul style="list-style-type: none"> <li>• HAVE THERE BEEN ANY <u>NEW</u> STRUCTURES OR BUILDINGS CONSTRUCTED ON THE PROPERTY TO SUPPORT THE AGRICULTURAL OPERATION?</li> <li>• DOES THE TOTAL SQUARE FOOTAGE OF ANY NEW OR ENLARGED AGRICULTURE BUILDINGS EXCEED THE MAXIMUM ALLOWED IN THE CE?</li> <li>• HAS THERE BEEN ANY CONSTRUCTION, REPAIR OF <u>EXISTING</u> BUILDINGS, IMPROVEMENTS, AND WATER CONTROL STRUCTURES?</li> <li>• CONSTRUCTION WITHIN THE SNA'S?</li> </ul>
E. <input type="checkbox"/> N/A	<ul style="list-style-type: none"> <li>• HAS THERE BEEN ANY CONSTRUCTION OF ANY ADDITIONAL RESIDENCES/DOMESTIC WELLS ON THE PROPERTY?</li> <li>• DOES THE SQUARE FOOTAGE EXCEED THAT ALLOWED IN THE CE?</li> <li>• DOES THEIR LOCATION COMPLY WITH THE CE SETBACKS?</li> </ul>
F.	<ul style="list-style-type: none"> <li>• IS THERE CURRENTLY ANY PRIVATE (NON-FAMILY) LEASING OF HUNTING /FISHING RIGHTS ON THE PROPERTY?</li> <li>• HAVE ANY WILDLIFE BEEN INTRODUCED OR FISH STOCKED?</li> <li>• WERE THEY NATIVE TO FLORIDA?</li> <li>• IS THERE OTHER VISITATION/PUBLIC USE OCCURRING ON THE PROPERTY? (DESCRIBE)</li> </ul>
G.	<ul style="list-style-type: none"> <li>• DESCRIBE ANY <b>NEW MGT/AGRICULTURAL ACTIVITIES</b> PROPOSED FOR EASEMENT PROPERTY DURING THE UPCOMING YEAR:               <ol style="list-style-type: none"> <li>1. MAINTENANCE AND ROUTINE ACTIVITIES</li> <li>2.</li> </ol> </li> <li>• IS THIS ACTIVITY(S) CONSISTENT WITH THE TERMS AND CONDITIONS OF THE CONSERVATION EASEMENT?</li> </ul>
H.	
I.	

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

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

**5. LANDOWNER REMARKS:**

A.	•COMMENTS:
B.	•REQUESTS/QUESTIONS:

**6. MONITOR REMARKS:**

A.	•GENERAL OBSERVATIONS:
B.	<p>LIST ACTIONS REQUESTED DURING <u>LAST SITE INSPECTION</u> / DESCRIBE SUBSEQUENT RESPONSE BY THE LANDOWNER:</p> <p>1.</p> <p style="text-align: right;">X NOT APPLICABLE</p> <p>LANDOWNER RESPONSE:</p>

	<p>2.</p> <p>LANDOWNER RESPONSE:</p> <p>3.</p> <p>LANDOWNER RESPONSE:</p>
C.	<p>•BASED ON THE <b>CURRENT SITE INSPECTION</b>, (SEE SECTIONS 1, 2, 3 ABOVE), IS THERE ANY FOLLOW-UP/CORRECTIVE ACTION REQUESTED OF THE LANDOWNER?: <span style="float: right;"><b>X NOT APPLICABLE</b></span></p> <p>1.</p> <p>2.</p> <p>3.</p>
D.	<p>•IS THE BASELINE INVENTORY ADEQUATE FOR FUTURE MONITORING? (IF NO, EXPLAIN)</p> <p>YES</p>

**7. REPORT PREPARATION:**

	PRINT NAME	SIGNATURE	DATE
LANDOWNER:			
LANDOWNER:			
MONITOR:			

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

PURPOSE OF MONITORING REPORT REVIEW:

- TO ASSURE SITE INSPECTION PERFORMED AS NECESSARY TO DETERMINE COMPLIANCE WITH MONITORING SPECIFICATIONS
- TO AFFIRM ALL GRANTOR’S ACTIVITIES/MGT ARE CONSISTENT WITH BMPs AND THE TERMS OF THE PERPETUAL EASEMENT

- TO AFFIRM AS ACCEPTABLE THE LANDOWNER’S RESPONSE TO ANY REQUESTED MGT ACTIONS FROM **PREVIOUS SITE VISIT(s)**
- TO AFFIRM AS ACCEPTABLE ANY NEWLY REQUESTED MGT ACTIONS FOUND NECESSARY DURING **CURRENT SITE VISIT** TO ACHIEVE EASEMENT COMPLIANCE
- TO AFFIRM AS ACCEPTABLE ANY SUGGESTED UPDATES TO THE BASELINE INVENTORY

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

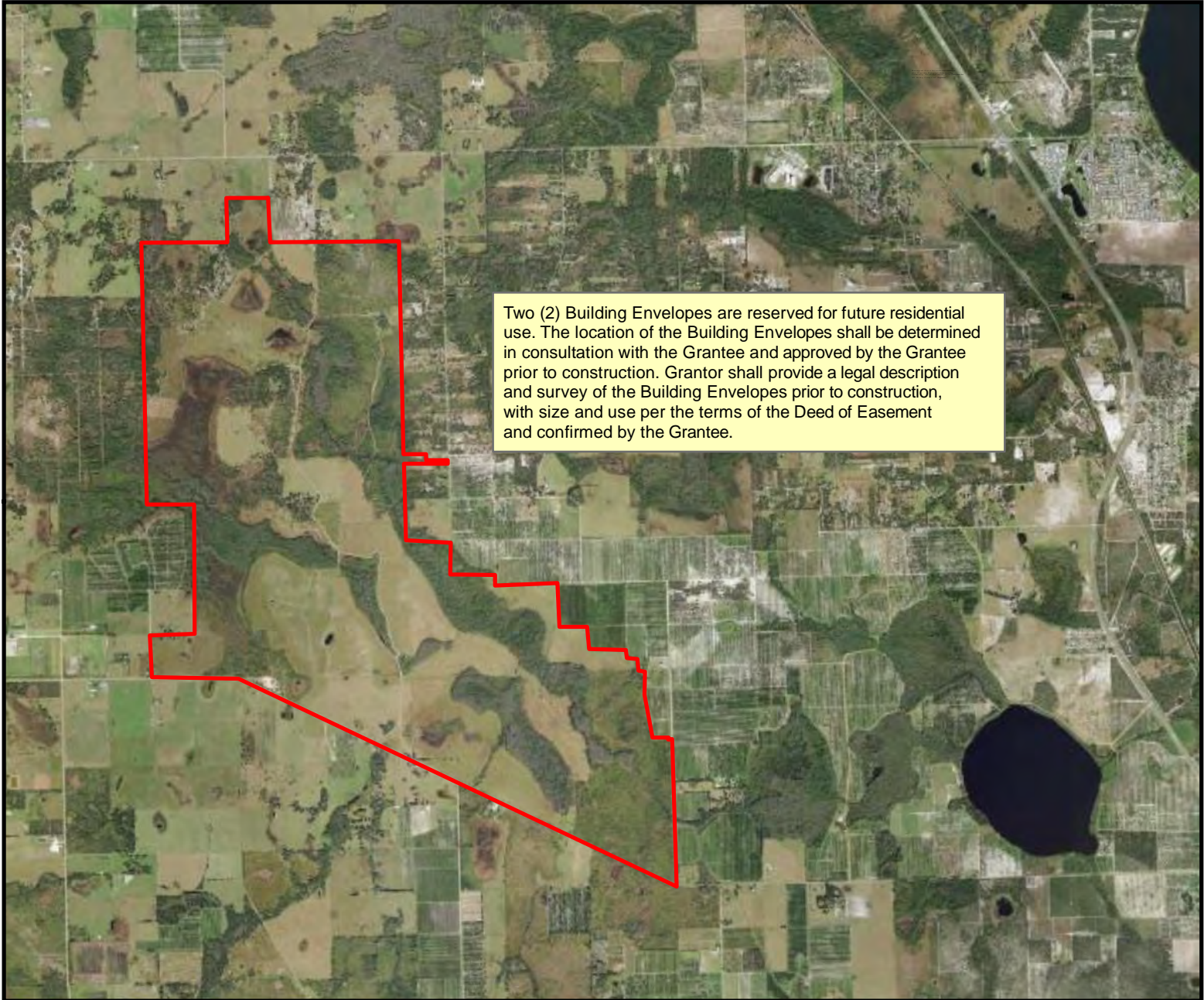
**9. REPORT ACCEPTANCE:**

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

	PRINT NAME	SIGNATURE	DATE
REVIEWER:			
FFS DIRECTOR:			



EXHIBIT "D" TO DEED OF EASEMENT  
G-3 RANCH RFLPP PROJECT  
BUILDING ENVELOPE MAP



0 0.35 0.7 1.05 1.4  
Miles

Map Month/Year: April 2023



**ADDENDUM**  
(FLORIDA LIMITED PARTNERSHIP)

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

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

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

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

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

SELLER

BUYER

Charles G. Grimes, Sr. Family  
Limited Partnership,  
a Florida limited partnership

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

FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES

By: Charles G. Grimes Sr.  
Charles G. Grimes, Sr., Trustee of the  
Charles G. Grimes, Sr. and Betty J. Grimes  
Management Trust dated December 11, 2012,  
Its General Partner

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

4/13/22  
Date Signed by Seller

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



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

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

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

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

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

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

SELLER

Midway Farms, LLC, a  
Florida limited liability company

By: Charles G. Grimes Sr.  
Name: Charles G. Grimes, Sr.

Title: Managing Member

4/13/22  
Date Signed by Seller

Created 7/3/01  
BLA-149.1

BUYER

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

FLORIDA FOREST SERVICE, DEPARTMENT OF  
AGRICULTURE AND CONSUMER SERVICES

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

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

**APPRAISAL REVIEW**  
**G-3 RANCH**  
**CONSERVATION EASEMENT**  
**POLK COUNTY, FLORIDA**  
**P.O. NO: S-4200-K2145**

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

To: Hank Vinson  
Land Program Coordinator  
Florida Forest Service  
Florida Department of Agriculture and Consumer Services

Client of Review: Florida Forest Service  
Florida Department of Agriculture and Consumer Services

Intended User of Review: Florida Department of Agricultural and Consumer Services, Florida Forest Service (FDACS/FFS).

Intended Use of Review Compliance with USPAP & SASBOT

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

Date: April 6, 2023

Project Information:

Richards Appraisal File Number	<u>1347</u>
Parcel Name	<u>G-3 Ranch CE</u>
Location	<u>Polk County, Florida</u>
Effective Date of Appraisals	<u>February 22, 2023</u>

**Summary of Review**

Pursuant to your request, I have reviewed two individual appraisal reports on the G-3 Ranch Conservation Easement located in Polk County, Florida. One appraisal report was prepared by Mr. Joseph S. String, MAI of String Appraisal Services, Inc. The other report was prepared by Mr. Tod Marr, MAI, CCIM of Tod Marr and Associates, LLC. I have determined after review of the reports and some minor changes to each appraisal that they are acceptable as submitted.

The String report is dated April 6, 2023. The Marr report is also dated April 6, 2023. Both appraisals have a valuation date of February 22, 2023. The value indications for the proposed conservation easement reflected by each appraiser were:

<b>(1) Joseph S. String, MAI</b>	<b>\$10,900,000</b>
<b>(2) Tod Marr, MAI, CCIM</b>	<b>\$10,915,000</b>

In the reviewer's opinion the appraisal reports were completed substantially in conformance with USPAP, were reasonably well documented, and reflected reasonable value indications for the subject property. Both firms submitting appraisals consider their report to be appraisal reports according to USPAP. Both appraisals are considered sufficient to satisfy the requirements of Standard 2 of USPAP as it is applied to this type of report. The appraisals are also in substantial conformance with the Supplemental

Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016.

The intended users of this appraisal assignment is the Florida Department of Agriculture and Consumer Services, Florida Forest Service (FDACS/FFS). The intended use is for FDACS/FFS and any other specific organization or entity that may be involved in the specific transaction or for consideration in determining the effect on value of the proposed conservation easement on the subject property.

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

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

In addition, Mr. String utilized an Extraordinary Assumption that the Title Policy provided to the appraisers is dated January 13, 2023. Mr. String assumes no additional encumbrances that would impact value.

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

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

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

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

The subject is currently titled as:

Midway Farms, LLC (50%) &  
Charles C. Grimes, Sr. Family LP (50%)  
PO Box 2367  
Plant City, Florida 33564-2367

The property was acquired in September 2021 by the current ownership. The seller, Ben Hill Griffin, III Family Limited Partnership, LLLP sold the subject to Midway Farms (50%) and Charles C. Grimes, Sr. Family Limited Partnership for \$14,427,600 or \$3,970 per acre. According to the listing realtor the seller wanted to “liquidate” the property quickly so they underpriced the property to meet their goals and objectives. Because of this the sale was not analyzed further.

### **Property Description**

This appraisal assignment encompasses a parcel containing 3,634.26-acres known as the G-3 Ranch located on the north side of Avon Park Cut Off Road on the west side of Raulerson Road and McClelland Road and the east side of Ben Hill Griffin Road in a rural area of South-Central Polk County, Florida. The property has a physical address of 10201 Avon Park Cut Off Road, Fort Meade, Florida 33841. This location is approximately 6 miles west of Frostproof and approximately ten miles east of Fort Meade in an unincorporated area of Polk County.

The appraisal problem encompasses estimating the impact on value of a proposed conservation easement on the subject property. According to mapping provided by the client, the subject contains approximately 2,673.50 acres of uplands (74%) and approximately 960.77 acres of wetlands (26%). Otherwise, the ranch contains a mosaic of improved pasture areas, oak and cabbage hammocks along with intermittent wetland sloughs, and native woods.

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

The ranch is accessed by virtue of the extensive frontage (approximately 2.5 miles) along the north side of Avon Park Cut Off Road; .8 miles of paved road frontage on the west side of Raulerson Road; 25 feet of paved road frontage on the west side of McClelland Road and .25-miles of paved road frontage along the east side of Ben Hill Griffin Road in Polk County, Florida.

The subject parcel has a reasonably level topography as is common in this area of Polk County Florida with elevations ranging from about 140 to 160 feet above sea level.

The title insurance policy identified some very old reservations of OGM rights that have not been updated for many years therefore any rights of entry have been extinguished. Therefore, the appraiser's opined that there is no impact on value.

The subject property is found on Polk County FEMA Flood Map 12105C925G and 12105C0950G both dated December 16, 2016. According to this map most of the subject property (approximately 70%), is located within Flood Zone X which is considered to be an area outside of the 100-year flood plain. The rest of the property (approximately 30%) lies in Flood Zone A which is an area determined to be within the 500-year flood.

The subject ranch is improved with typical ranching improvements such as fencing, cross-fencing, gates, ditches, culverts, ranch roads, cattle pens and water holes. In addition, the ranch is improved with a 3,486 square foot manufactured home with two attached screen porches and a detached 720 square foot pole shed and a 1,500 square foot pole barn.

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

The subject has an A/RR; Agriculture/Residential Rural future land use classification by Polk County. This classification is generally associated with rural areas of the county and are typically committed to open space and agricultural activities. The permitted residential density is one dwelling unit per five acres of land area in Polk County. Polk County abandoned zoning in September 2000.

### **Highest and Best Use**

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

#### **Before**

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

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

## After

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

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

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

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

## **Reviewer Comments**

The reviewer found the reports to be very comprehensive and informative as to the relative components of a typical appraisal report. The physical characteristics and site descriptions were also found to be typical as were the details and documentation of the comparable sales expected in an appraisal for this property type. The reports have also conformed to the reporting standards expected by FDEP and are substantially in conformance with the Uniform Standards of Appraisal Practice (USPAP).

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

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

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



characteristics similarly encumbered by conservation easements. Mr. String analyzed four comparable sales in his effort and Mr. Marr analyzed four comparable sales to contrast to the subject. The appraisers had three commonly utilized sales in this effort.

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

**Analysis of Appraisers’ Sales**

**String Appraisal**

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Polk	DeSoto	Glades	Polk	Hendry
Sale Date	N/A	3/21	9/21	8/22	3/22
Price/Ac	N/A	\$6,767	\$5,578	\$5,040	\$4,731
Size/Ac	3,634.26	4,064.00	2,240.76	2,232.00	3,393.44
Upland%	74%	68%	96%	81%	73%*
Overall Rating	N/A	Superior	Similar	Slightly Inferior	Inferior

\*Slight variation in upland percentage of 1% is due to rounding and does not impact value.

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

The sales analyzed for the subject parcel have sale dates ranging from April 2021 to August 2022. The comparables selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. String are considered to be good indicators of value for the subject. These sales reflect a range from \$4,731 to \$6,767 per gross acre.

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

In his final analysis Mr. String recognizes a more refined range of from \$5,250 to \$6,250 per gross acre. Mr. String concludes at \$5,750 per acre reflecting “no more reason to believe it near the lower or higher end of the range”. This equates to a final indication of \$5,750 per acre times 3,634.26 acres; or \$20,896,995 which is rounded to \$20,900,000.

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Polk	Highlands	Hendry	Highlands	Manatee
Sale Date	N/A	1/23	6/22	1/23	12/21
Price/Ac	N/A	\$1,161	\$2,622	\$2,712	\$3,405
Size/Ac	3,634.26	3,369.60	1,022.00	1,069.20	1,248.33
Upland%	74%	83%	71%	75%	73%
Overall Rating	N/A	Significantly Inferior	Inferior	Similar	Slightly Superior

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

The sales analyzed for the subject parcel have sale dates ranging from December 2021 to January 2023. The sales selected are all agricultural properties with similar highest and best use characteristics and encumbered by perpetual conservation easements. The comparable sales selected and analyzed by Mr. String are considered to be good indicators of value for the subject. These sales reflect a range from \$1,161 to \$3,405 per gross acre.

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

In his final analysis Mr. String recognizes a more refined range of from \$2,600 to \$3,400 per gross acre. He reconciles at a value indication of \$2,750 per gross acre with further emphasis on sale 3 rated “similar” at \$2,712 per gross acre. Mr. String concludes at a value of \$2,750 per gross acre times 3,634.26 acres; or \$9,994,215 which is rounded to \$10,000,000.

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

Total Value Before	\$20,900,000
Total Value After	<u>\$10,000,000</u>
Value of Easement	<u>\$10,900,000</u>

### Marr Appraisal

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Polk	Polk	Polk	DeSoto	DeSoto/Charlotte
Sale Date	N/A	12/22	8/22	3/21	12/20
Price/Ac	N/A	\$6,394	\$5,040	\$6,767	\$4,213
Size/Ac	3,634.26	697.76	2,232.00	4,064.00	4,726.87
Upland %	74%	99%	81%	68%	83%
Overall Rating	N/A	Superior	Inferior	Superior	Inferior

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

The sales analyzed for the subject parcel have sale dates ranging from December 2020 to December 2022. The comparables selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. Marr are considered to be good indicators of value for the subject. These sales reflect a range from \$4,213 to \$6,767 per gross acre.

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

In his final analysis Mr. Marr brackets the subject between the indications from inferior rated Sale 2 at \$5,040 per gross acre and superior rated Sale 1 at \$6,394 per gross acre. Mr. Marr also places “greatest weight” in these two indicators recognizing their more current sale dates and proximity in Polk County like the subject. He places slightly more emphasis on sale 2 given its similar size contrasted to the subject. As such, a conclusion is reached at \$5,500 per gross acre. This equates to a final indication of 3,634.26 acres times \$5,500 per acre; or \$19,998,430 which is rounded to \$20,000,000.

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Highlands	Highlands	Highlands	Manatee	DeSoto
Sale Date	N/A	1/23	1/23	12/21	9/19
Price/Ac	N/A	\$2,712	\$1,161	\$3,405	\$1,450
Size/Ac	1,602.26	1,069.20	3,369.90	1,248.33	3,716.25
Upland %	67%	75%	83%	72%*	58%
Overall Rating	N/A	Slightly Superior	Much Inferior	Superior	Much Inferior

\*Slight variation in upland percentage of 1% is due to rounding and does not impact value.

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

The sales analyzed for the subject parcel have sale dates ranging from September 2019 to January 2023. The comparables selected are all agricultural properties with similar highest and best use characteristics and all sales are actually encumbered by perpetual conservation easements. The comparable sales selected and analyzed by Mr. Marr are considered to be good indicators of value for the subject. These sales reflect a range from \$1,161 to \$3,405 per gross acre.

Mr. Marr has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as financing, conditions of sale, market conditions, location, percentage uplands, topography, access/road frontage, size/shape, improvements and impact of easement restrictions. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. Marr reflects on a more refined range of value of from \$1,450 as indicated by much inferior rated sale 4 to \$2,712 per gross acre as indicated by slightly superior rated sale 1. He concludes at a final value of \$2,500 per gross acre. This equates to a final indication of 3,634.26 acres times \$2,500 per acre; or \$9,085,650 which is rounded to \$9,085,000.

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

Total Value Before	\$20,000,000
Total Value After	<u>\$ 9,085,000</u>
Value of Easement	\$10,915,000

## **Conclusions**

Overall, the reviewer found both reports to be well supported and reasonable leading the reader to similar conclusions. The reports reflected a reasonable range of conclusions to value offering a variance of only .14%. The appraisers both arrived at similar conclusions regarding the highest and best use of the subject. As such, both reports are considered acceptable and approvable as amended.

The **purpose of the appraisals** was to estimate the market value of the subject property before and after acquisition of the proposed conservation easement to be placed on the subject property to estimate its impact on value. The intended use of the appraisals was to serve as a basis for potential acquisition of a conservation easement by the Department of Agriculture and Consumer Services, Florida Forest Service (DACS/FFS).

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

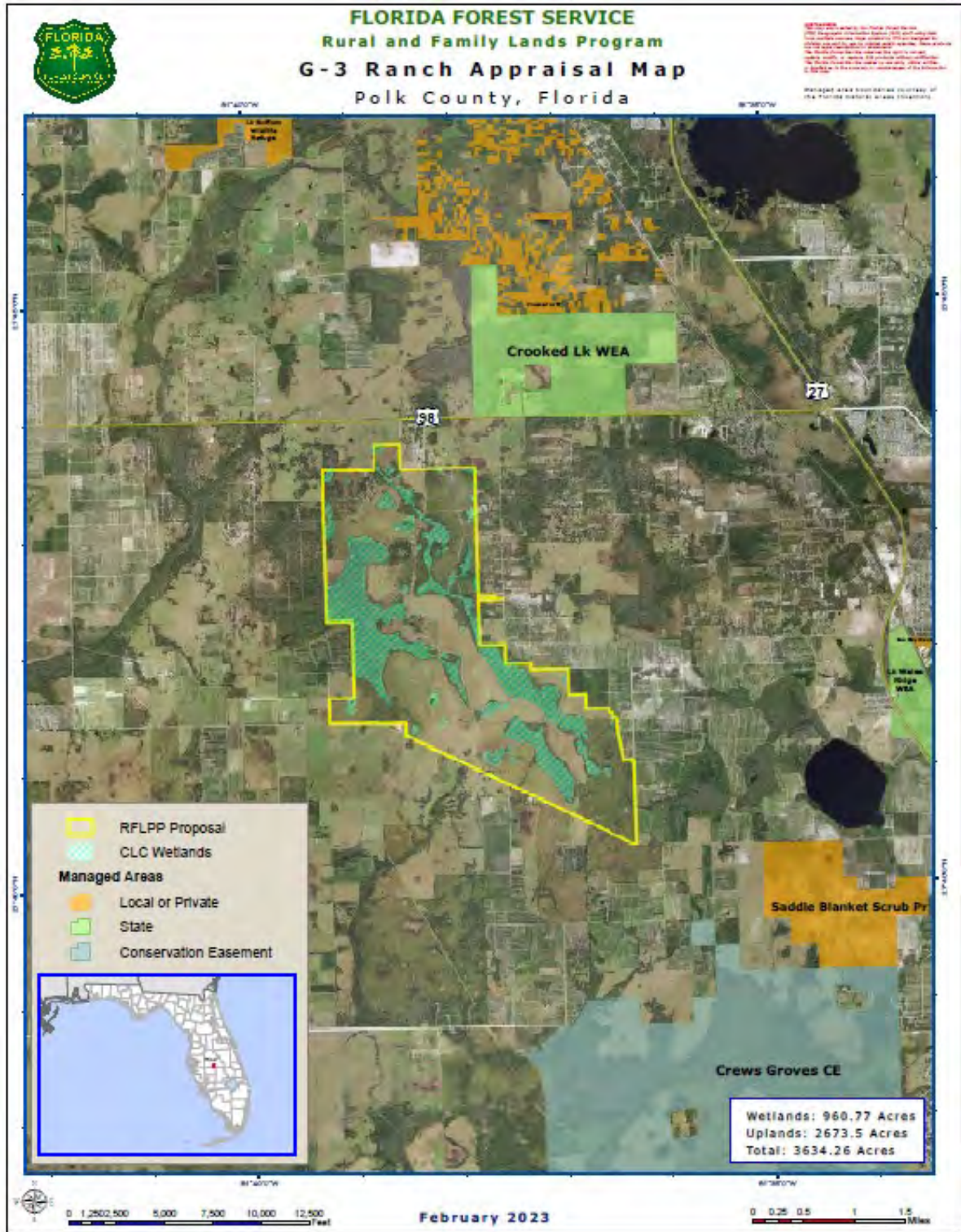
The **Scope of the Review** involved a field review of each of the appraisal reports prepared on the subject property. The reviewer inspected the subject of these appraisals and is familiar with all of the data contained within the reports. The reviewer has not researched the marketplace to confirm reported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

## **Acceptance of Appraisals**

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



# Aerial Map



## Documentation of Competence



# Certificate of Completion

Thomas G. Richards, MAI

*has successfully completed the*

*Valuation of Conservation Easements Certificate Program*

*on January 18, 2008.*

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

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

John D. Willey, FASA, President, ASA

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



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

## Certification

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

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



---

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

April 6, 2023  
Date