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RFLPP-00334-2025	Regul's Roost	417
RFLPP-00461-2025	Wade Emerson	418
RFLPP-00144-2023	Coldwater Tract	419
RFLPP-00403-2025	Walter Property	420

RFLPP 2025 Ranking List		
Case Number	**Property Name**	**Rank**
RFLPP-00039-2023	Joseph (J.) Neil Keene	421
RFLPP-00340-2025	George and Judi Stewart	422
RFLPP-00436-2025	Forest Animal Rescue	423
RFLPP-00507-2025	Rogers Family Farm	424
RFLPP-00360-2025	Panagia Vlahernon Greek Orthodox Monastery	425
RFLPP-00325-2025	Mohan Forestry	426
RFLPP-00303-2025	Homestead Land	427
RFLPP-00003-2023	Mabry Carlton Ranch	428

Florida Department of Agriculture and Consumer Services

2023 Project Evaluation Report

Dixie Ranch West

Case No 00162-2023

Okeechobee County

This is a 2.568-acre cattle ranch along the Kissimmee River consisting mainly of open pasture with interspersed wetlands and an area of forested uplands or woodland pasture in the south. It also includes a small homestead along US 98 with a narrow easement extending to the primary tract. The northwest boundary is adjacent to the Kissimmee River conservation area. The property provides a small upland buffer for a drainage to the southwest in the Kissimmee River watershed. The surrounding area is pasture, cropland, and wetlands within the Kissimmee River property. The northwest corner of the property overlaps the Florida Wildlife Corridor.

Rural & Family Lands Protection Program

"Protecting Florida's Agricultural Lands into the Future"

Property Information

Case Number	Property Name	Section	County
RFLPP-00162-2023	Dixie Ranch West	7, 10, 11, 12, 13, 18, 19	Okeechobee

Address

Street Address of Property	City	State	Zip
11880 NW 144th Trail	Okeechobee		34972

Owner(s) Record of Property

Owner Name	Registered Agent
Family Tree Enterprises Limited Partnership, LLLP; Grazing Kissimmee Lands, LLLP	Dean Saunders

Owner/Agent Address	Phone	Email
1723 Bartow Road, Lakeland, FL 33801	8775185263	dean@svn.com

Estimated Total Land Area

Total Area	Uplands	Wetlands	Timber
2568	2022	545	0

Ranch	Other Agricultural	Natural Area
1989	0	578

Additional Property Information

Agricultural Activities

The property 2,568-acre supports a cow-calf operation consisting of about 600 head on 2,000 acres of improved pasture. The balance of the property is freshwater marshes and natural woodlands that complement the cattle operation. The property is adjunct to the landowner’s primary operation on Dixie Ranch which is located approximately two miles to the east.

Outparcels None **Encumbrances**

Best Management

The property is enrolled in the cow/calf BMP (Enrollment ID 39522 and 39524, 08/03/2015). The landowner agrees to enroll in and implement all applicable BMPs and understands that, if the property is acquired through this program, the property will be monitored for BMP compliance.

BMP Agreement

Yes

Species Habitat

The western portion of the property lies within the bounds of the Florida Wildlife Corridor. It adjoins the South Florida Water Management District lands along the Kissimmee River which serves as a major backbone for the corridor.
The majority of the property is in pasture with natural wetlands scattered throughout. Most are herbaceous marshes. There are several areas of mesic flatwoods and mesic hammock, principally in the southeastern portion of the property. The NE-PES dispersed water storage system managed under agreement with SFWMD enhances the habitat for aquatic and wetland dependent species.
The property supports a wide range of wildlife species. Game animals, including turkey and deer, and various wading birds are plentiful. The Crested Caracara, a threatened species, was recently sighted on the property. The Florida Natural Areas Inventory (FNAI) lists the following rare species as documented or likely to occur on the property:
a) Crested Caracara, Caracara cheriway (recently observed)
b) Florida bonneted bat, Eumops floridanus
Thirteen other animal species and 14 plant species of conservation interest are listed by FNAI (see Exhibit D) as potentially occurring on the property.

Water Resource Values and Benefits

The property is located within the Lower Kissimmee River Basin and drains to both west and south toward the river. The Dixie West NE-PES project encompasses 1,495 acres on the eastern side of the property. Structures have been installed along the natural creek draining to the south to retain surface waters. This project reduces discharge volumes and nutrient loading to enhance water quality in Lake Okeechobee. It also expands groundwater recharge opportunities.
There may be an opportunity to expand the water resource benefits associated with the property by developing a similar water storage project that incorporates the 60-acre wetland that drains westerly under Lofton Road. According to CLIP v. 4.1 data, about 700 acres in the southeastern portion of the property are within a Priority 3 recharge area.

Development Impacting Continuation of Agricultural Activities

Generally, the area surrounding the property has zoning and future land use designations of Agriculture. However, a 400-acre block zoned as Single Family Residential adjoins the northeast corner of the property. This does not pose an immediate threat to operations on the property but increased parcelization in the area could adversely affect the viability of agriculture in the long term.

Natural Resources

Generally, the area surrounding the property has zoning and future land use designations of Agriculture. However, a 400-acre block zoned as Single Family Residential adjoins the northeast corner of the property. This does not pose an immediate threat to operations on the property but increased parcelization in the area could adversely affect the viability of agriculture in the long term.

Interest Statement

The Larson family has been a part of agriculture in south Florida since 1947 when Red Larson, the current owner's father, opened a dairy in Dade County. The family has operated Dixie Ranch in Okeechobee County since 1971. They have been committed to the care of the land as evidenced by their early adoption of best management practices and their agreement with SFWMD for dispersed water storage.

The Larson family would like to ensure that the property is maintained in its current agricultural use in perpetuity. Since a significant proportion of the family's assets are tied up in the land, the sale of an easement would increase the liquidity of business helping to ensure that the family can maintain ownership and management of the property.

Property Rights to be Acquired

Rights to be granted:

a) All future residential, commercial, and industrial development rights except for potential family residences or agricultural improvements as may be agreed to during the course of negotiations.

b) The right to subdivide the land, recognizing that there are two separate but related owners and therefore two separate easements.

c) The right of inspection of the property at reasonable intervals and the right of enforcement of the terms of the conservation easement.

d) The right to prohibit: dumping; mining, excavation, or extraction of minerals; the alteration of drainage or hydrology; planting of nuisance or non-native plants; concentrated or confined animal feed lot operations; placement of nonagricultural structures; agricultural activities not in accordance with BMPs;

actions that adversely affect listed species occurring on the property; and activities detrimental to the preservation of historical, architectural, archeological, or cultural resources on the property.

Rights to be retained:

a) The underlying fee simple title.

b) The right to conduct agricultural operations including any not expressly prohibited.

c) The right to mortgage the property so long as the mortgage is subordinate to the conservation easement.

d) The right to enter payment for ecosystem services agreements for dispersed water storage, carbon sequestration or other services so long as they are consistent with the purposes of the easement.

e) The right to use, maintain, and repair all existing structures and any new structures that may be allowed under the terms of the easement.

f) The right to construct and maintain one new residential structure on each ownership at locations to be negotiated.

g) The right to hunt, fish, and otherwise use the property for the owner's enjoyment.

h) The right to limit and control access except as granted for the inspection of the property under the easement.

i) Any other rights not specifically granted under this easement so long as they are consistent with the purpose of the easement.

Rural and Family Lands Protection Program Additional Information

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

Date August 21, 2023

Project Name Dixie Ranch West

Case Number RFLPP-00162-2023

Landowner Name and Phone number Woody Larson 863-634-9204

Physical Address of the Project ______

Agent Name and Phone number Dean Saunders 863-648-1528

Contact Name and Phone number for Site Visit ______

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

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

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

Department of Agriculture and Consumer Services
2023 Rural and Family Lands Protection Project

Uniform Technical Review and Evaluation Report

Agency/Division: ______***DOACS Animal Industry***______________________

Technical Team Point of Contact: ____Meghan Garcia_______________________
Date: __9/28/2023___________

Project / Property: _Dixie Ranch- West______________________

Acres: _2568 County: Okeechobee

Please score this project using a numerical scale of 1 to 10 to describe the benefit of this project to the following measures, where 1 is lowest threat/use/benefit and 10 is the highest threat/use/benefit to achieving the RFLPP Program Goals and Objectives. For Program benefits that are not applicable to your Agency, please score with "N/A" to denote it is not applicable.

1. Assessment of the viability of agricultural activities and operations of property:
Not Applicable _____ Benefit Score __9___

2. Assessment of overall condition of crops, livestock, or timber resources on property:
Not Applicable _____ Benefit Score __9___

3. Assessment of the overall natural resources of property:
Not Applicable _____ Benefit Score _9____

4. Assessment of wildlife habitat attributes of property:
Not Applicable _____ Benefit Score __9___

5. Assessment of water bodies, aquifer recharge areas, springsheds or wetlands on property:
Not Applicable __X___ Benefit Score _____

6. Assessment of overall hydrologic function on property:
Not Applicable __X___ Benefit Score _____

7. Assessment of the connectivity of this Project to other agricultural lands:
Not Applicable _____ Benefit Score _10____

8. Assessment of the connectivity of this Project as buffer to other conservation lands, ecological greenways, wildlife corridors, functioning ecosystems, or military installations:

Not Applicable ___X__ Benefit Score _____

9. Assessment of threat to conversion of this property to non-agricultural uses or potential for development negatively impacting agriculture:

Not Applicable _____ Threat Score _9___

10. Assessment of historical resources, including sites, viewsheds, or structures known or observed on the property:

Not Applicable _____ Benefit Score __7___

11. Assessment of intensity of hunting, fishing, or other recreational activities on property:

Not Applicable _____ Use Score __6___

12. Assessment of control of invasive, non-native plant or animal species on property:

Not Applicable __X___ Benefit Score _____

13. Assessment of prescribed fire regime on property:

Not Applicable ___X__ Use Score _____

14. Assessment of range management regime on property:

Not Applicable _____ Use Score _9____

15. Assessment of fertilizer management regime on property:

Not Applicable __X___ Use Score _____

16. Known existence of state or federally listed plant or animal species on property:

Not Applicable __X___ Benefit Score _____

17. Assessment of overall condition of agricultural infrastructure (fencing, pens, farm buildings, etc.) on property:

Not Applicable _____ Benefit Score __9___

18. Confirm whether the property is within an agricultural area as determined:

- Pursuant to Section 163.3177(6)(a), Florida Statutes; ☐ Yes ☐ No
- Is within a rural land stewardship area pursuant to Section 163.3248, FS; ☐ Yes ☐ No
- Is classified as agricultural pursuant to Section 193.461, FS; or ☐ Yes ☐ No
- Is part of an Agricultural Cooperative ☐ Yes ☐ No

18) N/A for Animal Industry

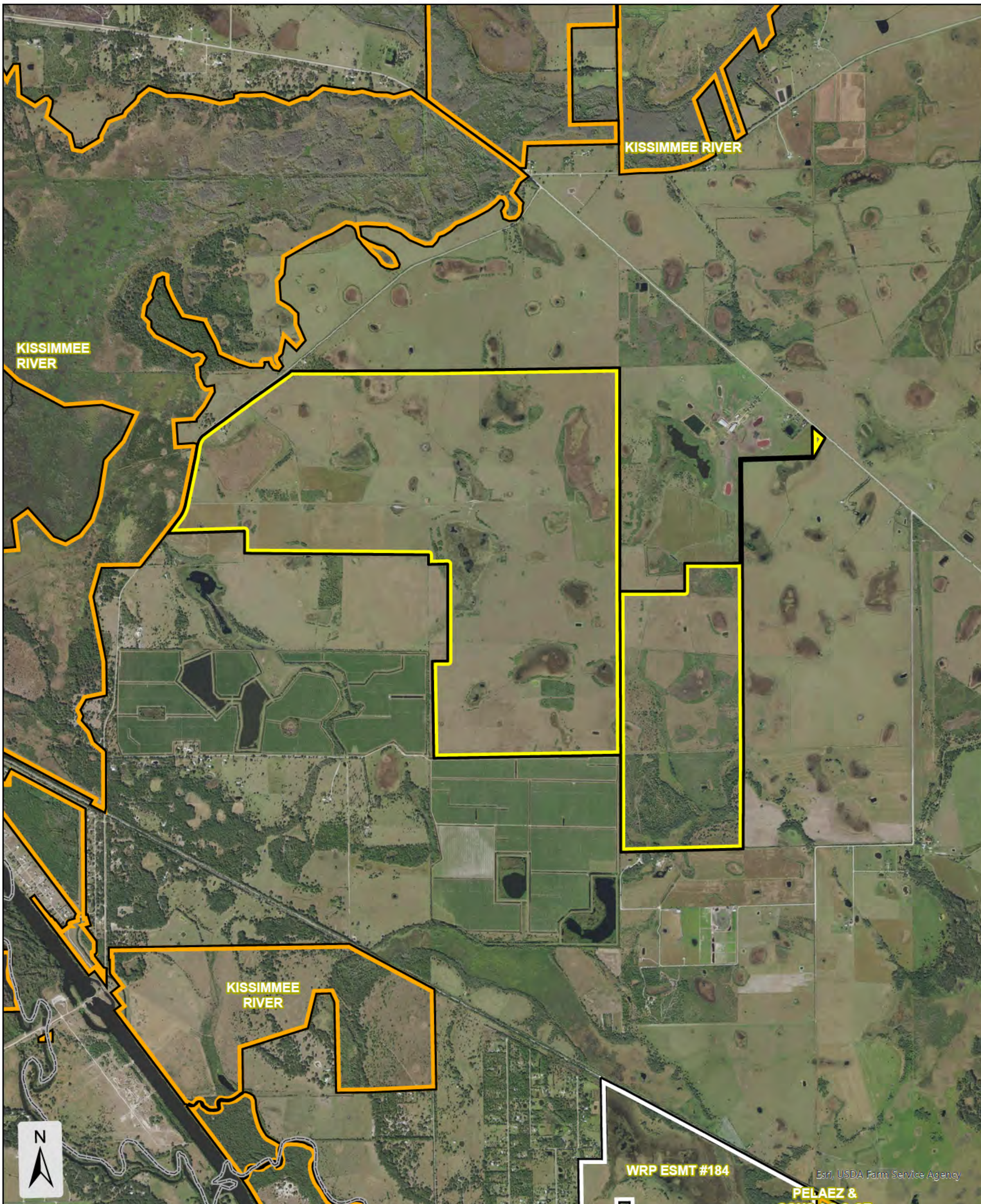
(See additional page to provide supplementary comments)

19. Please succinctly provide any additional assessments, observations, or information not covered in items 1 – 18:

-Current Premise consists of three separate purchases: Initial one from 20+ years ago, second from 8-10 years ago, and third was a recent purchase within last two years.
- Some hay and approximately 400 head of cattle in cow/calf commercial breeding operation being operated onsite.
-Rotational grazing utilized, with ample recovery and no overgrazing observed.
- Low intensity grazing with supplemental minerals and molasses provided year round.
- Water flow infrastructure maintained, and improvements made where needed.
- Premise has two Water Management monitoring stations.
- Facility currently maintains active mitigation practices and land management.
- FDACS BMP program- currently followed throughout.
- Abundant wildlife observed during the inspection.
- Plentiful habitat and easements for wildlife observed.
- All infrastructure, including gates, fencing, farm buildings, cattle pens were maintained and in very good working order.
- There were minimal amounts of cogon grass, smut grass, and tropical soda apple observed. Ongoing treatment and mitigation appear to be successful.

Dixie Ranch West

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



Proposal Boundary

RFL Funded Easements

Florida Forever BOT Projects

County Boundaries

Conservation Lands by Managing Agency Type

Federal

State

Local

Private

0 0.325 0.65 1.3 Miles

USA NAIP Imagery: Natural Color, 2021
ESRI, USDA Farm Service Agency

FNAI

Map Produced by:
Florida Natural Areas Inventory
October 2023

NOTE: Map should not be interpreted without accompanying documents.

Case Number	**162_2023**		
Project Name	**Dixie Ranch West**		
Acres	**2,567**		

	Score	State Rank	Region Rank
FINAL SCORE	**0.610**	**54**	**29**
Size	0.694	43	17
Ag Landscape Priority	1.000	41	25
Ag Suitability	0.658	158	66
Distance to Protected Ag/Military	1.000	1	1
Percent Ag by Parcel or LandCover	1.000	52	24
Restorable/ Impaired Watersheds	1.000	1	1
Ag Conversion Threat Index	0.600	46	8
Disadvantaged Areas	1.000	1	1
Smoke-sheds	0.303	150	58
Development Projections	0.200	144	21
Future Land Use Map*	0.000		
Species Habitat Priorities	0.709	48	31
Listed Species*	0.000		
Priority Natural Communities	0.130	42	13
Surface Water Priorities	0.480	115	36
Wetlands	0.055	180	50
Floodplain	0.533	107	34
Spring-sheds	0.000	17	1
Recharge	0.424	136	25
Proximity to Conservation Lands	0.800	87	33
Ecological Greenways Priorities	0.227	172	69
Greenways Bottlenecks*	0.010		
FL Wildlife Corridor*	0.010		
Fire History	0.867	37	22
Landscape Integrity Index	0.859	91	21
Elevation	1.000	1	1
Cultural/Historical Sites*	0.000		

*bonus measure with a max value of 0.01

Land Cover	Acres	Percent
Crops	1	0.0%
Pasture	1,983	77.3%
Planted Timber	0	0.0%
Citrus	0	0.0%
Livestock Operations	3	0.1%
Altered Open	2	0.1%
Altered Wetland	0	0.0%
Developed	2	0.1%
Invasives Predominant	0	0.0%
Natural Forested Upland	26	1.0%
Natural Forested Wetland	1	0.0%
Natural Nonforested Upland	182	7.1%
Natural Nonforested Wetland	365	14.2%
Water	0	0.0%

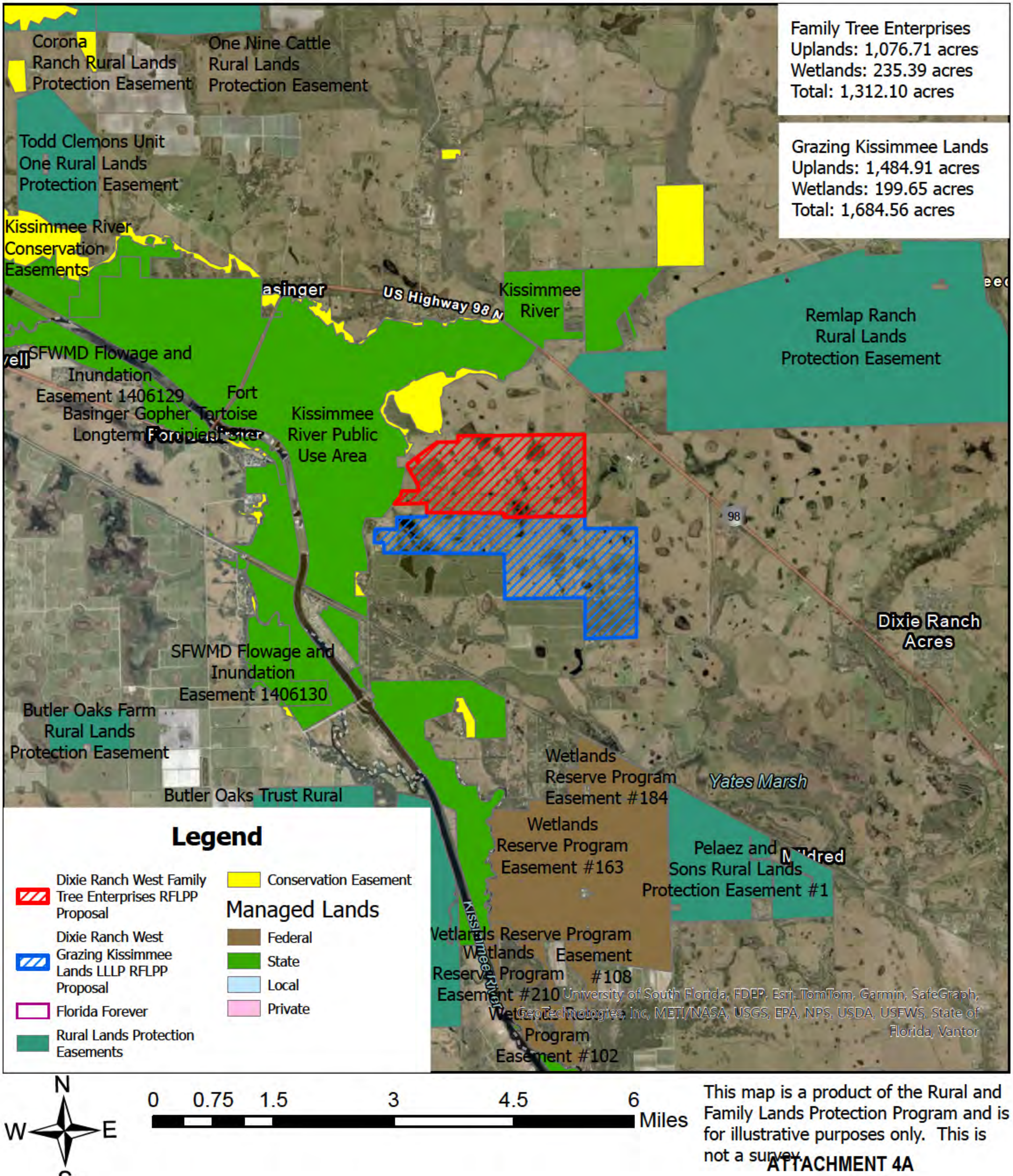
Dixie Ranch West

South Region (Okeechobee County)

Site Visit Summary:

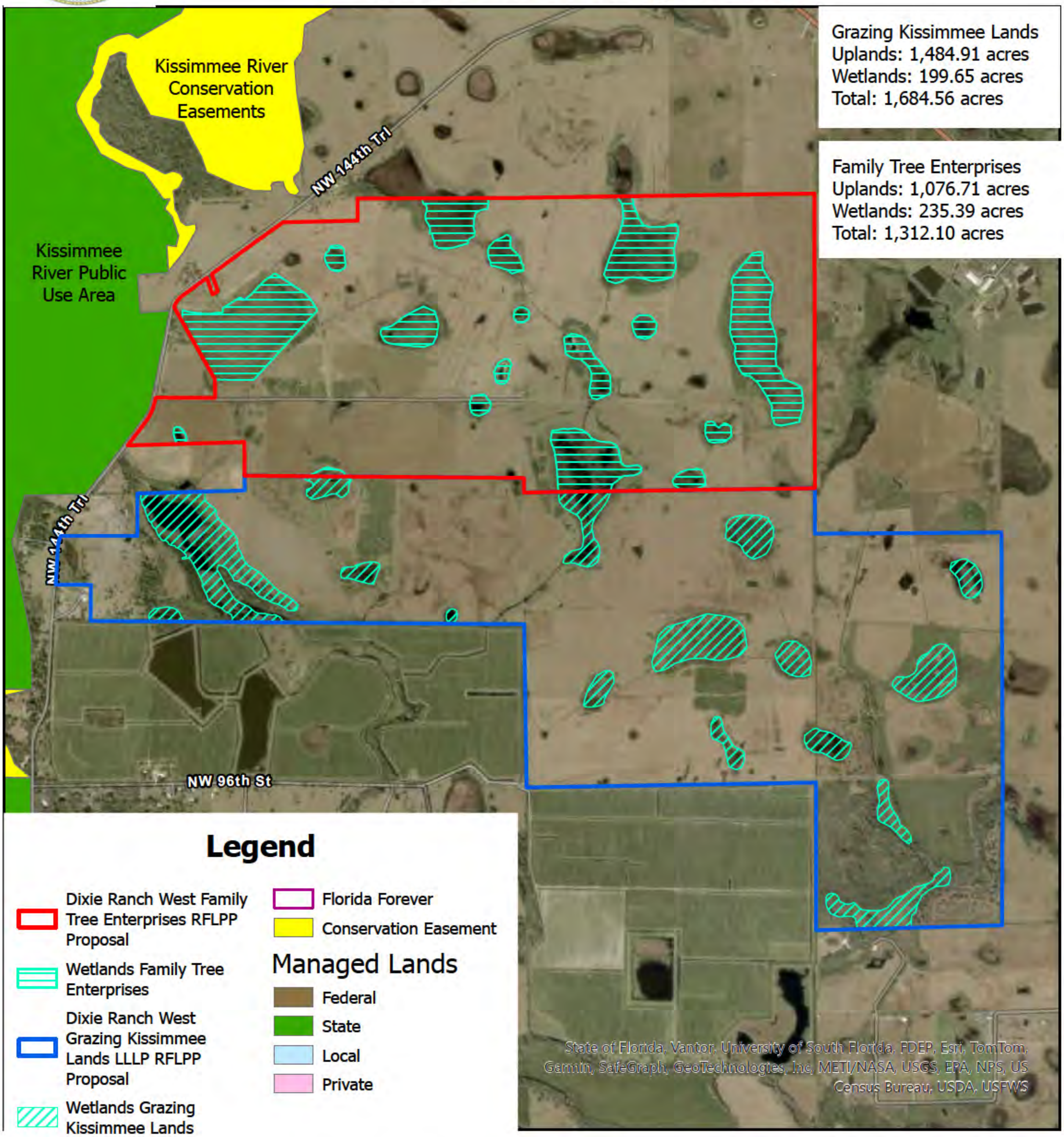
- 2,568-acre cattle ranch along the Kissimmee River in Okeechobee County.
- Primarily composed of improved pasture planted with Bahia and smut grasses.
- Native groundcover is limited in pastures and there were some non-native invasive plant species detected in these areas.
- The southernmost portion of the property is composed of 182 acres of dry prairie, which is an imperiled habitat due to its restricted range and supports numerous rare species.
- Isolated freshwater marshes are found throughout the property and several species of wading birds were observed at these locations.

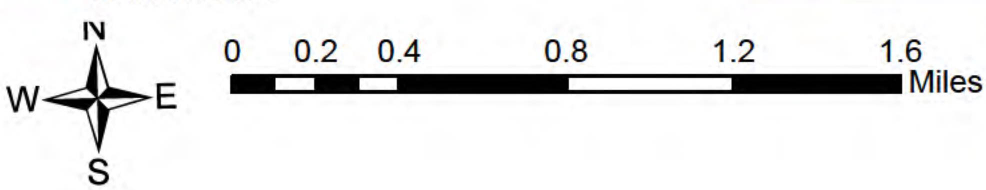
Rural and Family Lands Protection Program
Dixie Ranch West
Okeechobee County, Florida



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

Rural and Family Lands Protection Program
Dixie Ranch West
Okeechobee County, Florida





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Project: Dixie Ranch West
Okeechobee County

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this ____ day of ______________, 202___, between FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, LLLP, a Florida limited partnership, whose address is 10,000 US Highway 98 North, Okeechobee, Florida 34972, as ("Seller") and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services ("FDACS"), Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843, as "Buyer". Buyer's agent in all matters shall be the Rural and Family Lands Protection Program.

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

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

3.A. PURCHASE PRICE. The purchase price for the Easement is SIX MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($6,375,000) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Easement as determined in accordance with Sections 570.71-715, Florida Statutes, and Rule 5I-7.009, Florida Administrative Code, ("FDACS Approved Value"). The determination of the FDACS Approved Value and the Final Adjusted Purchase Price can only be made after the completion and FDACS approval of the survey required in paragraph 6.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, FDACS determines that the Initial Purchase Price exceeds the FDACS Approved Value of the Easement, the Initial Purchase Price will be reduced to the FDACS Approved Value of the Easement (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 97% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to FDACS of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from FDACS of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of FDACS written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B., are hereinafter referred to as the "Purchase Price".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash, and debris (hereafter, "trash and debris") from the Property to the satisfaction of FDACS prior to the exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 3% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission or email, mailed postage prepaid, or sent by overnight courier to the following address:

For Seller:
Family Tree Enterprises Limited Partnership, LLLP
10,000 US Highway 98 North
Okeechobee, Floria 34972
Attn: Woody Larson

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

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

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

32. LIKE-KIND EXCHANGE. Seller may desire to effectuate a like-kind exchange ("Exchange") under Section 1031 of the Internal Revenue Code in connection with this sale of the Easement. Buyer agrees to use reasonable efforts to accommodate Seller in effectuating an Exchange, subject to each of the following provisions: (1) the Exchange does not directly or indirectly increase the Final Adjusted Purchase Price; (2) the Exchange will not delay or otherwise adversely affect the closing; (3) there is no loss, cost, damage, tax, expense, or adverse consequence incurred by Buyer resulting from, or in connection with, the Exchange; (4) all documents to be executed by Buyer in connection with the Exchange must be subject to the approval of Buyer, which approval must not be unreasonably withheld provided that Seller has otherwise fully complied with the terms of this paragraph, and must expressly state, without qualification,

"Buyer is acting solely as an accommodating party to the Exchange, Buyer will have no liability with respect to it, and is making no representation or warranty that the transactions qualify as a tax-free exchange under Section 1031 of the Internal Revenue Code, or any applicable state or local laws"; and (5) other than with respect to the Easement or the Property, in no event must Buyer be obligated to acquire any property or otherwise be obligated to take title, or appear in the records of title, to any property in connection with the Exchange. Seller shall indemnify and hold harmless Buyer from and against all claims, losses, costs, damages, taxes, and expenses incurred after the date of this Agreement in connection with the Exchange or Buyer's cooperation with Seller to effectuate the Exchange. Seller acknowledges that Buyer has made no representations or warranties concerning the tax consequences or effect of the Exchange.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **MAY 18, 2026**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE FDACS APPROVED VALUE OF THE EASEMENT, AND (2) FDACS APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY THE FINAL PURCHASE PRICE UNDER THIS AGREEMENT IS SUBJECT TO AN APPROPRIATION BY THE LEGISLATURE AND APPROVAL BY THE BOARD OF TRUSTEES. THE FINAL PURCHASE PRICE MAY NOT EXCEED THE MAXIMUM OFFER AUTHORIZED BY LAW.

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

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

SELLER
FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, LLLP, a Florida limited partnership

Louis E. Larson, Jr., General Partner

May 18, 2026
Date signed by Seller

Phone No. 863-634-9204
8 a.m. – 5 p.m.

Lisa M Smith
Witness as to Seller

Lisa M. Smith
Printed Name of Witness

Witness as to Seller

Elizabeth Bautista P.
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF Okeechobee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Louis E. Larson, Jr., as General Partner and on behalf of Family Tree Enterprises Limited Partnership, LLLP, a Florida limited partnership, by means of [X] physical presence or [ ] online notarization, who is [X] 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 18th day of May, 2026.

(NOTARY PUBLIC SEAL)

KRISTIE MATHEY DEMEDICIS
MY COMMISSION # HH 639301
EXPIRES: May 16, 2029

Kristie Mathey Demedicis
Notary Public

Kristie Mathey Demedicis
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: HH 639301

My Commission Expires: May 16, 2029

SELLER
FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, LLLP, a Florida limited partnership

Grace Ann Larson
Grace Ann Larson, General Partner

5-18-2026
Date signed by Seller

Phone No. 863-763 7947
8 a.m. – 5 p.m.

Lisa M Smith
Witness as to Seller

Lisa M. Smith
Printed Name of Witness

Elizabeth Bautista
Witness as to Seller

Elizabeth Bautista P
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF Okeechobee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Grace Ann Larson, as General Partner and on behalf of Family Tree Enterprises Limited Partnership, LLLP, a Florida limited partnership, by means of [X] physical presence or [ ] online notarization, who is [X] 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 18th day of May, 2026.

(NOTARY PUBLIC SEAL)

NOTARY PUBLIC STATE OF FLORIDA
KRISTIE MATHEY DEMEDICIS
MY COMMISSION # HH 639301
EXPIRES: May 16, 2029

Kristie Mathey Demedicis
Notary Public

Kristie Mathey Demedicis
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: HH 639301

My Commission Expires: May 16, 2029

BUYER

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

BY RURAL AND FAMILY LANDS PROTECTION PROGRAM OF THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

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

____
Witness as to Buyer

____
Witness as to Buyer

____
Date signed by Buyer

STATE OF FLORIDA
LEON COUNTY

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

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of ___________, 202___.

(NOTARY PUBLIC SEAL)

____
Notary Public

____
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: ______________________________

My Commission Expires: ______________________

Schedule of Exhibits and Addenda

Exhibit A – Legal Description

Exhibit B - Deed of Easement

Exhibit A to Deed of Easement – Legal Description of Property Subject to Easement
Exhibit B to Deed of Easement – Significant Natural Areas Map
Exhibit C to Deed of Easement – Easement Monitoring Form
Exhibit D to Deed of Easement – Map of Building Envelope - if applicable

Addendum 1 – Beneficial Interest and Disclosure Affidavit
Addendum 2 - Partnership Addendum

EXHIBIT "A"

All of Section 12, Township 36 South, Range 33 East, Okeechobee County, Florida.

And

The South 1/2 of Section 10 lying South and East of NW 144th Trail; Section 10, Township 36 South, Range 33 East.

LESS

The South 880.00 feet of Section 10, Township 36 South, Range 33 East, lying South and East of Northwest 144th Trail, Okeechobee County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of said Section 10; thence bear South 89 degrees 44 minutes 12 seconds West along the South line of said Section 10, a distance of 2632.56 feet to the South 1/4 corner of said Section 10; thence bear North 89 degrees 10 minutes 43 seconds West; along the South line of said Section 10, a distance of 202 68 feet to the intersection with the East right of way line of Northwest 144th Trail; thence bear North 39 degrees 28 minutes 56 seconds East along said East right of way line, a distance of 324.22 feet; thence bear North 32 degrees 10 minutes 26 seconds East along said East right of way line, a distance of 600.62 feet thence bear North 38 degrees 39 minutes 56 seconds East along said East right of way line; a distance of 209.53 feet to the intersection with the North line of the South 880.00 feet of said Section 10, thence bear North 89 degrees 44 minutes 12 seconds East along the North line of the South 880.00 feet of said Section 10, a distance of 2132.26

feet to the intersection with the East line of said Section 10; thence bear South 00 degrees 52 minutes 49 seconds West, along the East line of said Section 10, a distance of 880.18 feet to the Point of Beginning.

AND

The South 1/2 of Section 11, Township 36 South, Range 33 East, LESS the South 268.33 feet thereof. Okeechobee County, Florida.

AND

ALL THAT PART OF THE NORTH ONE HALF (N 1/2) OF SECTIONS 10, 11 OF TOWNSHIP 36 SOUTH, RANGE 33 EAST, LYING SOUTH AND EAST OF N.W. 144TH TRAIL (LOFTON ROAD) OKEECHOBEE COUNTY, FLORIDA. (SV. GD/14)

EXHIBIT "A" (con't.)

LESS Parcel No. 1-10-36-33-0A00-00001-B000:

Commence at the NE Corner of Section 10, Township 36 South, Range 33 East, bear South 00°52'47" West to the intersection with the Southerly right of way line of Lofton Road, a distance of 960.28 feet; thence bear South 55°19'49" West along said right of way line of Lofton Road, a distance of 717.67 feet to the POINT OF BEGINNING; thence bear South 22°46'33" East, a distance of 330.69 feet; thence bear South 55°13'27" West, a distance of 112.48 feet; thence bearing North 22°46'33" West to the intersection with a curve concave to the S.E. in the Southerly right of way line of Lofton Road, a distance of 320.22 feet, said curve having a radius of 6852.20 feet and a delta angle of 00°47'54"; thence Northeasterly along arc of said curve a distance of 95.49 feet to the P.O.T. of said curve; thence bear North 55°19'49" East along the right of way line of Lofton Road, a distance of 17.09 feet to the POINT OF BEGINNING.

EXHIBIT "B"

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

Project Name: Dixie Ranch West
County: Okeechobee

DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this ___ day of ________________ 202_, by FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, LLLP, a Florida limited partnership, whose address is 10,000 US Highway 98 North, Okeechobee, Florida 34972, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("Grantee").

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

NOTICES

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

Grantor's Address: Family Tree Enterprises Limited Partnership, LLLP, Louis E. "Woody" Larson, Jr., 10,000 US Highway 98 North, Okeechobee, Florida 34972.

Grantee's Address: Florida Department of Agriculture and Consumer Services, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843. Attention: Program Director, Rural and Family Lands Protection Program.

Copy to: United States Air Force, Det 1, 23 WB, Attention: Brent Bonner, 29 South Blvd, Avon Park Air Force Range, Florida 33825.

Copy to: United States Air Force, Air Force Civil Engineer Center, Attention: AFCEC/CI 3515 South General McMullen - Building 1, San Antonio, Texas 78226-1710.

RECITALS

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

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

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

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

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

F. Significant Natural Area ("SNA"). There are certain agricultural lands with important species habitat or water resources occurring within the boundaries of the Property, more particularly identified as SNA(s) in the BDR. An SNA is defined as a particularly outstanding or sensitive area that the parties agree are desirous of protection due to the presence of the following: 1) high-quality terrestrial or aquatic habitats, which possess significant biodiversity, high-quality resources, intact community organization, or other ecologically significant qualities; 2) habitats for rare species of plants or animals; or 3) significant geological features or historic sites. Designation of an SNA accords an extra level of protection, ensuring that the natural or cultural features within the SNA will continue to be managed appropriately and, in a manner, ensuring the continued protection of the resources. While the designation of these areas as SNAs in the BDR is intended to set them aside for conservation, management activities in an SNA may include activities commensurate with the management of conservation lands to include such activities as prescribed burning, removal of invasive species and native species restoration, and maintenance of existing agricultural structures, primarily roads, fences, drainage improvements, and boundary signs. In addition, Grantor may continue livestock grazing in an SNA, as long as Grantor's management of such grazing activity protects the quality and integrity of the SNA. Other activities that may be undertaken in SNAs are scientific research, environmental education, and activities related to ecosystem services market programs, at Grantor's sole discretion. The SNAs are identified on the map in Exhibit "B" attached hereto.

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

H. Conservation Purpose. The definition of "conservation purpose" contained in 26 U.S.C. 170(h)(4), includes the preservation of open space, including farmland and forest land, where such preservation is pursuant to a clearly delineated state conservation policy and will yield a significant public benefit. The Rural and Family Lands Protection Program, is a state conservation policy, delineated in Chapter 570, Florida Statutes established for the promotion and improvement of wildlife habitat, protection and enhance water bodies, aquifer recharge areas, wetlands, and watersheds, perpetuate open space on lands with significant natural areas, and protect agricultural lands threatened by conversion to other uses. Grantor and the Grantee have the common purpose of conserving open space by conveyance to the Grantee of this Easement and expect this Easement will yield a significant public benefit consistent with the enumerated purposes of the Rural and Family Lands Protection Program.

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

J. Grantor and Grantee agree that the agricultural and conservation values of the Property are compatible with the use of neighboring properties as part of a military installation (the "Installation") and that certain restrictions may apply and be included in this Easement in order to maintain consistency between this Easement and other conservation easements that have or may be granted to the United States of America. Such restrictions limit any development or use that would be incompatible with the mission of the Installation or might interfere, whether directly or indirectly, with current or future military training, testing, or operations on or adjacent to the Installation.

K. Grantor intends that the United States, by and through the Secretary of the Air Force (the "Third Party Beneficiary" or "United States"), pursuant to 10 USC 2684a, be vested with the authority to enforce this Easement for its contribution of ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) to support this transaction.

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

ARTICLE I. RECITALS

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

ARTICLE II. DURATION OF EASEMENT

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

ARTICLE III. PURPOSE OF EASEMENT

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

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Maintenance of soil productivity and control of soil erosion.
- Maintenance or improvement of the overall quality of the timber resource.
- Protection of the integrity and function of the working landscape, including any buffers to natural areas, ecological greenways and functioning ecosystems.
- Promotion of the restoration, enhancement, or management of species habitat.
- Protection, restoration, or enhancement of water bodies and aquifer recharge areas including uplands and springsheds, wetlands, or watersheds.
- Conservation and protection of unique and fragile natural areas and rare species habitats.
- Perpetuation of open space on working lands that contain SNAs.
- Allowance of appropriate uses of the Property for activities which will provide long term economic sustainability.
- To limit any development or use of the Property that would otherwise be incompatible with the mission of the Installation, or might interfere, whether directly or indirectly, with current or future military training, testing, or operations on or adjacent to the Installation.

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

ARTICLE IV. RIGHTS GRANTED TO THE GRANTEE

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

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

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

C. The right to enter upon the Property on an annual basis, and more often if Grantee determines that such entry is warranted, at reasonable times in order to inspect and monitor compliance with and otherwise enforce the terms of this Easement ("Inspections"); provided that such entry shall be upon prior reasonable notice to Grantor, which, except in the event of an emergency or enforcement requiring immediate access as determined by Grantee, is defined as seven (7) days advance notice. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. The right to conduct Inspections, annually or otherwise, to monitor Grantor's compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit "C". The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantor and Grantee; however, nothing in this section prohibits the Grantor and the Grantee from mutually agreeing to a reasonable opportunity to cure an identified deficiency in lieu of establishing a corrective action plan. Upon Grantee's finding that Grantor is in compliance with the terms of this Easement, a copy of the completed monitoring form will be provided to the Grantor and a copy will be retained by the Grantee for a minimum of five (5) years. Upon a finding of noncompliance, a corrective action plan may be developed, which may be a notation in the comments section on the monitoring form regarding completion of certain actions or cessation of actions in order to attain compliance or the plan may be a more detailed plan developed separately to set expectations and deadlines for completion of remedial measures. In either case, the Grantee will work with the Grantor to negotiate a reasonable schedule, but all remedial measures shall be completed at Grantor's expense.

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

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

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

H. The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim arising out of or related to any negligent or willful act or omission of the Grantor, Grantor's agents, guests, lessees, licensees, invitees, or any others on the Property with the express or implicit permission of Grantor.

I. The right to be indemnified by Grantor for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known, or should have been known, to the Grantor.

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

K. The right to cut and remove timber in Grantee's sole discretion, if Grantor, within 60 days after written notice from Grantee, fails to cut and remove said timber damaged by natural disaster, fire, infestation, or the like. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.

ARTICLE V. PROHIBITED USES

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

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including those defined by the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, the Federal Emergency Planning and Community Right-To-Know Act, the Federal Insecticide, Fungicide and Rodenticide

Act, the Toxic Substances Control Act, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the governmental water management district applicable to or having jurisdiction over the Property ("Water Management District"), now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (collectively referred to as "Contaminants") on the Property, now or at any time hereafter in effect. This prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the terms of this Easement, and that is disposed of in accordance with applicable local, state, and federal requirements, and Best Management Practices ("BMPs") adopted by FDACS or its successor agency, as amended from time to time.

B. Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, except those required for environmental restoration, federal, state or local regulatory programs, or BMPs, including but not limited to, mining, excavation of surface or subsurface materials, the exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances. There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, by an individual or entity acting under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control, unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, or pollution of existing surface or subsurface water flow or natural water sources, freshwater lakes, ponds and pond shores, marshes, creeks, or any other water bodies except as consistent with BMPs for the type of agricultural activities being conducted. Provided, however, Grantor may construct, operate, maintain, or replace groundwater wells, ditches, swales and other water conveyance structures, drainage structures or other water management improvements incident to allowed uses on the Property, conduct seismic or other non-invasive testing, drill for and extract oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, subject to legally required permits and regulations. As reasonably necessary, Grantor may combat erosion or flooding or conduct other allowed activities using material from existing excavation sites identified in the BDR.

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

D. Concentrated animal feeding operation not in compliance with applicable federal and state laws, rules, and regulations, as amended.

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

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

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

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

I. Any subdivision of the Property is prohibited.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

L. Mitigation banks not authorized under and in compliance with Florida Statutes and Administrative Rules, as amended, or the rules of applicable federal mitigation bank programs.

M. Construction or improvements in any SNA or conversion of any SNA, except temporary structures (defined hereinafter) for hunting allowed in Article VI, Paragraph M. Temporary structures are defined as those structures that are able to be readily removed. Any use of the Property which would impair, adversely impact, or destroy an SNA, including a change to more intensive agricultural practices, is also prohibited.

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

O. No operations of any type shall be permitted that produce smoke, glare, or other visual hazards, or that encourage large concentrations of birds that may be dangerous for aircraft operating from the Installation, except as expressly allowed in Article VI, Paragraph D.

P. No structure or tree may exceed 80 feet above ground level. Grantee shall have the right, but not the duty to cut and remove any tree which exceeds such height. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such tree shall inure to the benefit of Grantee.

Q. No lighting shall be permitted that may be dangerous, distracting, or misleading to aircraft operating from the Installation. This type of lighting includes, but is not limited to, strobe lights, non-emergency vehicle rotating beacons, or light sources above 16,000 lumens. Light sources above 16,000 lumens must be angled 15 degrees below the horizon.

ARTICLE VI. GRANTOR'S RESERVED RIGHTS

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

A. Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title in the Property, subject to this Easement. Further, Grantor retains and reserves all rights of, in, and to the Property not conveyed to Grantee under Article

IV or prohibited by Article V.

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

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

D. The right to conduct prescribed burning and mechanical brush management on the Property; provided, however Grantor shall obtain and comply with a prescribed fire authorization from the Florida Forest Service of FDACS or its successor agency. Prior to conducting prescribed burning on the Property, the Grantor shall coordinate with Avon Park Air Force Range, or its successor, by calling the Avon Park Air Force Range Wildlife Fire Management Officer and/or the Avon Park Air Force Range Control.

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

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

G. The right to continue to use, maintain, repair, and reconstruct existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, culverts and such other facilities on the Property as depicted in the BDR. Expanding existing cow pens as necessary to conduct normal cattle operations on the Property shall be allowed, except when located in an SNA. Grantor must obtain the advanced written approval of Grantee to expand existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, culverts and such other facilities on the Property.

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

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

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

K. The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of Grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences.

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

M. The right to observe, maintain, photograph, introduce and stock native fish or wildlife on the Property, and to use the Property for hiking and horseback riding and other activities that are low impact and minimally disruptive to the natural environment, as well as to use the Property for agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended, for agritourism that is both related to the agricultural uses reserved in this Easement and consistent with the terms of this Easement. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, including the right to locate, construct, and maintain hunting blinds, tree stands, wildlife food plots, and feeders on the Property that are temporary and readily removable. Grantor may lease and sell privileges of such rights.

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

O. Intentionally deleted.

P. Grantor reserves one (1) building envelope(s), and the right, after giving notice to Grantee, to develop within the envelope up to 15,000 square feet of impervious surfaces for residential purposes, as described and depicted in Exhibit D attached hereto (the "Building Envelope(s)"). The Building Envelope(s) will not exceed ten (10) contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope(s). Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property, including residential buildings, residential support buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs, not including agricultural buildings. Any such development may not be constructed within an SNA. Grantor, at its expense, shall provide to Grantee legal descriptions and surveys for the Building Envelope(s) prior to development.

Q. The right to engage in environmental, natural resource, habitat, water restoration, and other ecosystem services projects or markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and are consistent or complementary with the purposes and the terms of this Easement. These projects include those that promote the conservation, restoration, and proper hydrological functioning of the natural environment, provided such activities are consistent with the BMPs applicable to such water resource management and restoration projects. The Grantor has the exclusive right to sell conservation credits or other form of ecosystem services rendered and retain all consideration from such sales provided such activities are consistent and complementary to the terms of the Easement. Any such ecosystem services shall not reduce the agriculture production area by more than 10% of the total agricultural production area listed in the BDR. Grantor, at its expense, shall provide to Grantee legal descriptions and surveys for the proposed ecosystem services project prior to development.

ARTICLE VII. GRANTEE'S REMEDIES

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

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

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

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

E. Grantor hereby waives any defense of estoppel, adverse possession, or prescription.

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

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

ARTICLE VIII. PUBLIC ACCESS

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

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

ARTICLE IX. MISCELLANEOUS

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

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

C. **Extinguishment.** If unexpected circumstances arise in the future that render the Easement Purposes impossible or unfeasible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims and costs of sale, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with Article IX, Paragraph D. Grantee shall use all such proceeds in a manner consistent with the Easement Purposes or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. The amount of the proceeds to which the United States may be entitled for its contribution shall be determined in accordance with federal law. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

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

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

F. **Assignment**. This Easement is transferable by Grantee subject to approval by the United States, but Grantee may assign its rights and obligations under this Easement only to a governmental entity in accordance with Florida law. As a condition of the transfer, the terms and conditions of the Easement shall continue.

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

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

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

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

   c. Under notice provided pursuant to Paragraphs 1.a. and 1.b. above, Grantor shall, in good faith, afford Grantee an opportunity to negotiate the acquisition of the Property, or such portion thereof or interest therein that Grantor intends to sell. If Grantee desires to negotiate the acquisition of the Property (or such portion thereof or interest therein as applicable), Grantee shall so notify Grantor within 30 days after receipt of Grantor's notice of intent. If Grantor and Grantee are unable, in good faith, to agree to terms of an acquisition of the Property (or such interest therein or portion thereof as applicable) within 45 days after Grantee's notice to Grantor under this paragraph, Grantor may sell the Property free of the right granted in this Article IX, Paragraph G.1.

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

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

3. Continuation of Agricultural Production. As a condition of any Property transfer, Grantor shall deliver certified notice in writing to the prospective transferee that the Property must continue to be used for bona fide agricultural production purposes in accordance with this Easement. In addition, Grantor will incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests or conveys any interest in the Property, including a lease or other legal instrument by which any interest in the Property is conveyed.

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

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

H. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, or by overnight mail service, addressed to the parties as set forth in this Easement, or to such other addresses such party may establish in writing to the other.

If time is of the essence, initial notice by electronic mail is acceptable, but shall be followed by written notice as provided in this paragraph as soon as possible.

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

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

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

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

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

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

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

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

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

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

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

T. **Third Party Beneficiary.** The United States may enter the Property at reasonable times to monitor compliance with and enforce the terms of this Easement; provided that entry shall be made after giving reasonable notice to the Grantor and Grantee as each circumstance may permit, and the United States shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property. Upon any violation of the terms of this Easement, including amendments, modifications, updates, or revisions thereto, the United States may institute suit to enjoin any such violation as provided in this Easement under Article VII and as authorized by law. Enforcement of the terms of this Easement shall be undertaken at the discretion of the United States. No failure on the part of the United States to enforce any term of this Easement on one occasion shall discharge or invalidate that term of the Easement or affect the enforcement rights of the United States provided herein. Grantor agrees to also provide written notice to the United States of a transfer or assignment of any interest in the Property at least thirty (30) days in advance. Grantor agrees to make any such transfer or assignment subject to the terms of the Easement as provided herein.

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

[signature pages follow]

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

GRANTOR:
FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, LLLP

Witnesses:

Signature: ______________________

Printed Name: ______________________

Address: ______________________

____

____
Louis E. Larson, Jr,
General Partner

Signature: ______________________

Printed Name: ______________________

Address: ______________________

____

STATE OF FLORIDA
COUNTY OF __________

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Louis E. Larson, Jr., General Partner on behalf of Family Tree Enterprises Limited Partnership, LLLP, 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 he acknowledged before me that he executed the same for the purposes therein expressed.

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

NOTARY PUBLIC

My Commission Expires:

____
Signed

____
Printed

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

GRANTOR:
FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, LLLP

Witnesses:

Signature: ______________________

Printed Name: ______________________

Address: ______________________

____

____
Grace Anne Larson,
General Partner

Signature: ______________________

Printed Name: ______________________

Address: ______________________

____

STATE OF FLORIDA
COUNTY OF __________

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Grace Anne Larson, General Partner on behalf of Family Tree Enterprises Limited Partnership, LLLP, 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 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:

Witnesses:

Signature: ______________________

Printed Name: ___________________

Address: _______________________

____

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

By: FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

By: ___________________________

____

DIRECTOR, DIVISION OF ADMINISTRATION

Signature: ______________________

Printed Name: ___________________

Address: _______________________

____

STATE OF FLORIDA
COUNTY OF LEON

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

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

NOTARY PUBLIC

____
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(s) [if applicable]

EXHIBIT "A"

All of Section 12, Township 36 South, Range 33 East, Okeechobee County, Florida.

And

The South 1/2 of Section 10 lying South and East of NW 144th Trail; Section 10, Township 36 South, Range 33 East.

LESS

The South 880.00 feet of Section 10, Township 36 South, Range 33 East, lying South and East of Northwest 144th Trail, Okeechobee County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of said Section 10; thence bear South 89 degrees 44 minutes 12 seconds West along the South line of said Section 10, a distance of 2632.56 feet to the South 1/4 corner of said Section 10; thence bear North 89 degrees 10 minutes 43 seconds West; along the South line of said Section 10, a distance of 202 68 feet to the intersection with the East right of way line of Northwest 144th Trail; thence bear North 39 degrees 28 minutes 56 seconds East along said East right of way line, a distance of 324.22 feet; thence bear North 32 degrees 10 minutes 26 seconds East along said East right of way line, a distance of 600.62 feet thence bear North 38 degrees 39 minutes 56 seconds East along said East right of way line; a distance of 209.53 feet to the intersection with the North line of the South 880.00 feet of said Section 10, thence bear North 89 degrees 44 minutes 12 seconds East along the North line of the South 880.00 feet of said Section 10, a distance of 2132.26

feet to the intersection with the East line of said Section 10; thence bear South 00 degrees 52 minutes 49 seconds West, along the East line of said Section 10, a distance of 880.18 feet to the Point of Beginning.

AND

The South 1/2 of Section 11, Township 36 South, Range 33 East, LESS the South 268.33 feet thereof. Okeechobee County, Florida.

AND

ALL THAT PART OF THE NORTH ONE HALF (N 1/2) OF SECTIONS 10, 11 OF TOWNSHIP 36 SOUTH, RANGE 33 EAST, LYING SOUTH AND EAST OF N.W. 144TH TRAIL (LOFTON ROAD) OKEECHOBEE COUNTY, FLORIDA. (SV, GD/14)

EXHIBIT "A" (con't.)

LESS Parcel No. 1-10-36-33-0A00-00001-B000:

Commence at the NE Corner of Section 10, Township 36 South, Range 33 East, bear South 00°52'47" West to the intersection with the Southerly right of way line of Lofton Road, a distance of 960.28 feet; thence bear South 55°19'49" West along said right of way line of Lofton Road, a distance of 717.67 feet to the POINT OF BEGINNING; thence bear South 22°46'33" East, a distance of 330.69 feet; thence bear South 55°13'27" West, a distance of 112.48 feet; thence bearing North 22°46'33" West to the intersection with a curve concave to the S.E. in the Southerly right of way line of Lofton Road, a distance of 320.22 feet, said curve having a radius of 6852.20 feet and a delta angle of 00°47'54"; thence Northeasterly along arc of said curve a distance of 95.49 feet to the P.O.T. of said curve; thence bear North 55°19'49" East along the right of way line of Lofton Road, a distance of 17.09 feet to the POINT OF BEGINNING.

JSA
Hydrology, Geology, Civil Environmental Engineering
547 N. Monroe St., Suite 201
Tallahassee, Florida 32301
Phone : 850/222-3975

Dixie Ranch West Family Tree Entrprises

Significant Natural Area Planning Map (SNA)

FIGURE
1
PROJECT
0378-124

EXHIBIT C

Florida Department of Agriculture and Consumer Services

RURAL AND FAMILY LANDS PROTECTION PROGRAM EASEMENT MONITORING FORM

WILTON SIMPSON
COMMISSIONER

Sections 570.70 and 570.71, F.S.; Rule 5I7.014, F.A.C

CONSERVATION EASEMENT PROJECT: ____________________ ACRES: __________

FDACS CONTRACT #: ____________________ COUNTY: __________

LANDOWNER(S)/REPRESENTATIVE(S): ____________________

MONITOR: ____________________ MONITORING DATE: __________

MONITORING ASSISTANCE (IF ANY) /NAME: ______________ AGENCY: __________

MONITORING ASSISTANCE (IF ANY) /NAME: ______________ AGENCY: __________

PURPOSE OF MONITORING SITE INSPECTION:

- DOCUMENT COMPLIANCE WITH THE TERMS OF THE CONSERVATION EASEMENT
- ASSURE PROPERTY IS ENROLLED IN AND GRANTOR IS IMPLEMENTING ALL APPLICABLE BEST MANAGEMENT PRACTICES (BMPS)
- OUTLINE THE ACTIVITIES ON THE PROPERTY DURING PRECEDING YEAR(S)
- REVIEW ANY PROPOSED ACTIVITIES TO ASSURE COMPLIANCE WITH THE TERMS OF THE CONSERVATION EASEMENT

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

A.	Has there been any timber harvesting on the property? If so, on how many acres? _____ Using what harvest type? ______ Was the harvesting in a Significant Natural Area (SNA)? If so, was the grantor contacted? Was cypress harvested?
B.	Has there been any use of the property which would impair or destroy SNAs?
C.	Has there been any construction in SNAs? Has there been any improvements to SNA? Has there been any conversion of SNAs?
D.	Has there been any conversion of forested areas, to non-forested areas?
E.	Has there been any conversion of areas not in improved pasture, to improved pasture?
F.	Has there been any dumping of trash, solid or liquid waste, or toxic or hazardous substances on the property?

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

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

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

PHOTOGRAPHIC DOCUMENTATION: (Provide photos representative of major agricultural land uses and/or physical changes since last monitoring inspection. The Photo Location Map and other pictures (pics) must be printed and attached to final Monitoring Report.)

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

LANDOWNER REMARKS

A.	Comments about the program:
B.	Requests/Questions:

MONITOR REMARKS

A.	General observations:
B.	Describe response taken by landowner to actions requested during last site inspection: 1. 2. 3.
C.	Is the Grantor or their representative charged with any follow-up or corrective action, based on the current site inspection? 1. 2. 3.
D.	Is the Baseline Documentation Report adequate for future monitoring? Y / N If not, why?

REPORT REVIEW AND ACCEPTANCE

Purpose of Monitoring Report Review:

To assure the site inspection complies with all monitoring requirements.

To affirm the property is enrolled in, and land managers are implementing, all applicable BMPs.

To affirm all land management activities are consistent with the terms and conditions of the CE.

To review landowners' response to any requested follow-up or corrective action from **previous site inspection(s).**

To affirm review any newly requested actions or activities proposed **current site inspection** to comply with the CE requirements.

To review any suggested updates to the property's baseline inventory, for purposes of the Baseline Documentation Report.

A.	Has a site inspection been performed? Were all pertinent monitoring specifications completed?
B.	Were all conditions/activities/management strategies observed during the site inspection consistent with the terms of the CE? If not, complete section "D" below.
C.	Did the landowner or their representative remedy the activities or conditions identified during the previous site inspection? Has their response been acceptable? If not, why?
D.	Is the follow-up/corrective action charged to the landowner reasonable and consistent with the terms and conditions of the CE?
E.	If the site monitor suggested updates to the property's Baseline Documentation Report, are those suggestions reasonable and consistent with the terms and conditions of the CE?

By signing below, the preparer and the RFLPP Director acknowledges receipt of monitoring report and accepts its findings, including any corrective actions documented in this report.

	PRINT NAME	SIGNATURE	DATE
PREPARER			
RFLPP DIRECTOR			

SITE MONITORING ACKNOWLEDGEMENT

EASEMENT PROJECT: ______________________________ ACRES: ________

FDACS CONTRACT #: ______________________________ COUNTY: ___________

On ____________________________, 20_______ a Rural and Family Lands Protection Program agricultural easement monitoring visit occurred on the above listed property.

Landowner/Representative

____
Name (print)

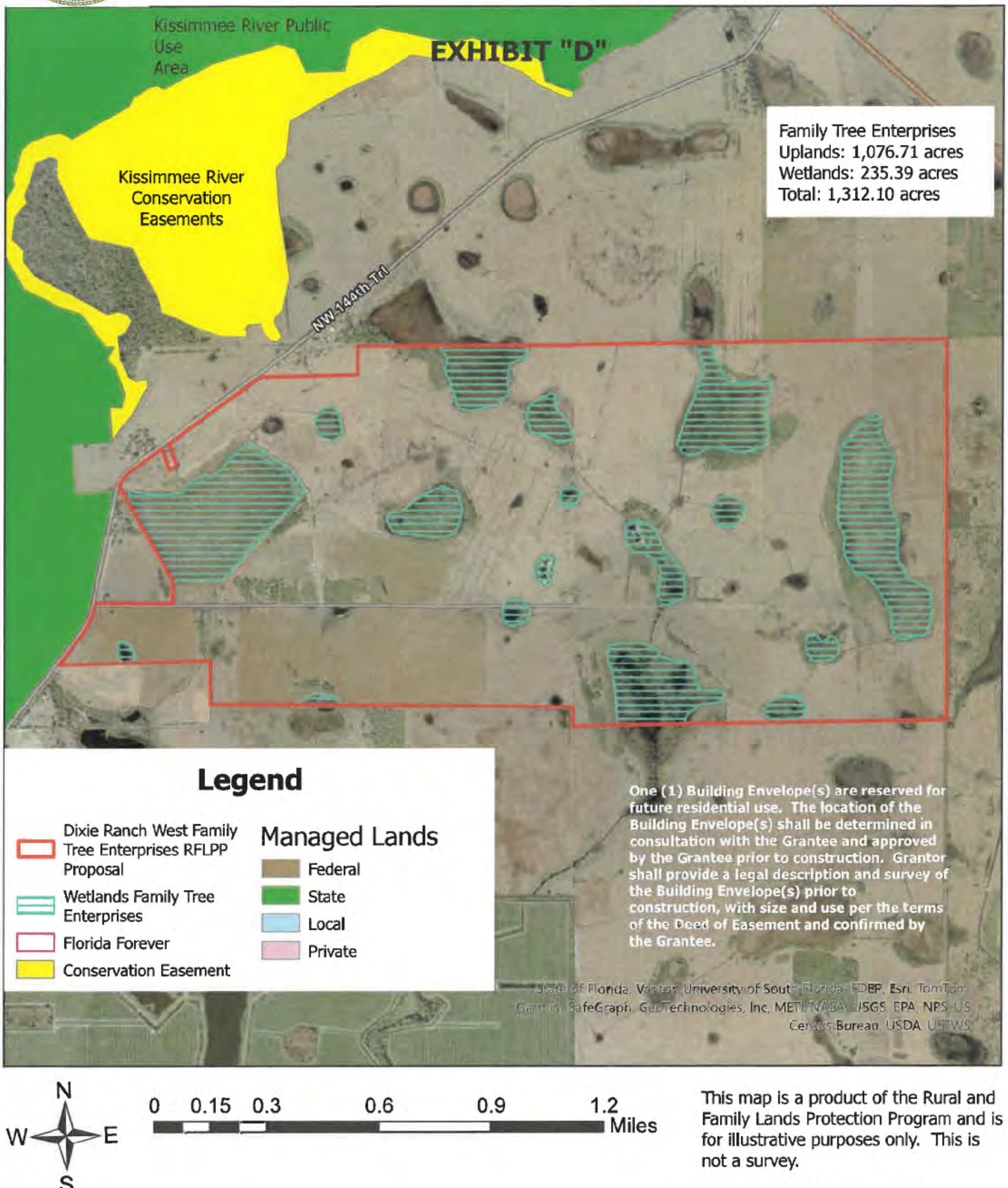
____
Signature

Monitor

____
Name (print)

____
Signature

Rural and Family Lands Protection Program
Dixie Ranch West
Family Tree Enterprises Limited Partnership, LLLP
Okeechobee County, Florida



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

ATTACHMENT 4A

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

Before me, the undersigned authority, personally appeared Louis E. Larson, Jr., ("affiant"), this 18th day of May, 2026 who, first being duly sworn, deposes and says:

1) That affiant is the General Partner of Family Tree Enterprises Limited Partnership, LLLP, a Florida limited partnership, as "Seller", whose address is 10,000 US Highway 98 North, Okeechobee, Florida 34972, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

Name	Address	Interest
Grace Larson (Spouse) Gen. Partner	10,000 US Hwy 98N	50%
Louis E. Larson, Jr.	10,000 US HWY 98N	50%

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: **(if non-applicable, please indicate "None" or "Non-Applicable")**

Name	Address	Reason for Payment	Amount
Dean Saunders	Lakeland Fl.	Real Estate Commission	3.5%
Monroe Arnold	Okeechobee Fl.	Mortgage holder (previous owner)	$1,000,000 Balance
Peterson + Myers	Winter Haven Fl.	Attorney Fees	TBA

REVISED 3/29/23

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: **(if non-applicable, please indicate "None" or "Non-Applicable")**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
NONE			

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

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

Louis E. Larson

Louis E. Larson, Jr.

STATE OF Florida)
)
COUNTY OF Okeechobee)

SWORN TO (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 18th day of May 2026, , by Louis E. Larson, Jr. Such person(s) (Notary Public must check applicable box):

- [X] is/are personally known to me.
- [ ] produced a current driver license(s).
- [ ] produced ______________________ as identification.

(NOTARY PUBLIC SEAL)

KRISTIE MATHEY DEMEDICIS
MY COMMISSION # HH 639301
EXPIRES: May 16, 2029

Kristie Mathey Demedicis
Notary Public

Kristie Mathey Demedicis
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: HH 639301

My Commission Expires: 5/16/2029

REVISED 3/29/23

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

Before me, the undersigned authority, personally appeared Grace Ann Larson, ("affiant"), this 18th day of May, 2026, who, first being duly sworn, deposes and says:

1) That affiant is the General Partner of Family Tree Enterprises Limited Partnership, LLLP, a Florida limited partnership, as "Seller", whose address is 10,000 US Highway 98 North, Okeechobee, Florida 34972, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

Name	Address	Interest
Louis E. Larson Jr. (Spouse) Gen. Partner	10,000 US Hwy 98 N.	50%
Grace Larson	10,000 US HWY 98 N	50%

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: **(if non-applicable, please indicate "None" or "Non-Applicable")**

Name	Address	Reason for Payment	Amount
Dean Saunders	Lakeland Fl.	Real Estate Commission	3.5%
Monroe Arnold	Okeechobee Fl	Mortgage Holder	$1,000,000 Balance
Peterson + Myers	Winter Haven Fl	Attorney Fees	TBA

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: **(if non-applicable, please indicate "None" or "Non-Applicable")**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
NONE			

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

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

Grace Ann Larson

Grace Ann Larson

STATE OF Florida)
)
COUNTY OF Okeechobee)

SWORN TO (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 18th day of May 2026, by Grace Ann Larson. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

KRISTIE MATHEY DEMEDICIS
MY COMMISSION # HH 639301
EXPIRES: May 16, 2029

Kristie Mathey Demedicis

Notary Public
Kristie Mathey Demedicis
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: HH 639301
My Commission Expires: 05/16/2029

REVISED 3/29/23

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

FAMILY TREE ENTERPRISES LIMITED PARTNERSHIP, LLLP, a Florida ~~limited~~ partnership

BY: Louis E. Lars

Louis E. Larson, Jr., General Partner

BY: Grace Ann Larson

Grace Ann Larson, General Partner

May 18, 2026

Date Signed by Seller

Phone No. 863-634-9204

8 a.m. – 5 p.m.

BUYER

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

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

BY: ____________________

NAME: ____________________

AS ITS: ____________________

____

Date signed by Buyer

Project: Dixie Ranch West
Okeechobee County

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this _____ day of _____________, 202___, between GRAZING KISSIMMEE LAND, LLLP, a Florida limited partnership, whose address is 10,000 US Highway 98 North, Okeechobee, Florida 34972, as ("Seller") and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services ("FDACS"), Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843, as "Buyer". Buyer's agent in all matters shall be the Rural and Family Lands Protection Program.

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

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

3.A. PURCHASE PRICE. The purchase price for the Easement is SEVEN MILLION EIGHT HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($7,850,000) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Easement as determined in accordance with Sections 570.71-715, Florida Statutes, and Rule 5I-7.009, Florida Administrative Code, ("FDACS Approved Value"). The determination of the FDACS Approved Value and the Final Adjusted Purchase Price can only be made after the completion and FDACS approval of the survey required in paragraph 6.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, FDACS determines that the Initial Purchase Price exceeds the FDACS Approved Value of the Easement, the Initial Purchase Price will be reduced to the FDACS Approved Value of the Easement (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 97% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to FDACS of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from FDACS of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of FDACS written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B., are hereinafter referred to as the "Purchase Price".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash, and debris (hereafter, "trash and debris") from the Property to the satisfaction of FDACS prior to the exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 3% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission or email, mailed postage prepaid, or sent by overnight courier to the following address:

For Seller:
Grazing Kissimmee Land, LLLP
10,000 US Highway 98 North
Okeechobee, Floria 34972
Attn: Woody Larson

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

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

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

32. LIKE-KIND EXCHANGE. Seller may desire to effectuate a like-kind exchange ("Exchange") under Section 1031 of the Internal Revenue Code in connection with this sale of the Easement. Buyer agrees to use reasonable efforts to accommodate Seller in effectuating an Exchange, subject to each of the following provisions: (1) the Exchange does not directly or indirectly increase the Final Adjusted Purchase Price; (2) the Exchange will not delay or otherwise adversely affect the closing; (3) there is no loss, cost, damage, tax, expense, or adverse consequence incurred by Buyer resulting from, or in connection with, the Exchange; (4) all documents to be executed by Buyer in connection with the Exchange must be subject to the approval of Buyer, which approval must not be unreasonably withheld provided that Seller has otherwise fully complied with the terms of this paragraph, and must expressly state, without qualification,

"Buyer is acting solely as an accommodating party to the Exchange, Buyer will have no liability with respect to it, and is making no representation or warranty that the transactions qualify as a tax-free exchange under Section 1031 of the Internal Revenue Code, or any applicable state or local laws"; and (5) other than with respect to the Easement or the Property, in no event must Buyer be obligated to acquire any property or otherwise be obligated to take title, or appear in the records of title, to any property in connection with the Exchange. Seller shall indemnify and hold harmless Buyer from and against all claims, losses, costs, damages, taxes, and expenses incurred after the date of this Agreement in connection with the Exchange or Buyer's cooperation with Seller to effectuate the Exchange. Seller acknowledges that Buyer has made no representations or warranties concerning the tax consequences or effect of the Exchange.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **MAY 18, 2026**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE FDACS APPROVED VALUE OF THE EASEMENT, AND (2) FDACS APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY THE FINAL PURCHASE PRICE UNDER THIS AGREEMENT IS SUBJECT TO AN APPROPRIATION BY THE LEGISLATURE AND APPROVAL BY THE BOARD OF TRUSTEES. THE FINAL PURCHASE PRICE MAY NOT EXCEED THE MAXIMUM OFFER AUTHORIZED BY LAW.

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

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

Lisa M Smith	SELLER
Witness as to Seller	GRAZING KISSIMMEE LAND, LLLP,
Lisa M. Smith	a Florida limited partnership
Printed Name of Witness	*Louis E. Lars*
Eliza Bauti	Louis E. Larson, Jr., General Partner
Witness as to Seller	*May 18, 2026*
Elizabeth Bautista P	Date signed by Seller
Printed Name of Witness	Phone No. *863-634-9204*
	8 a.m. – 5 p.m.

STATE OF FLORIDA
COUNTY OF *Okeechobee*

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Louis E. Larson, Jr., as General Partner and on behalf of Grazing Kissimmee Land, LLLP, a Florida limited partnership, by means of [X] physical presence or [ ] online notarization, who is [X] 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 *18th* day of *May*, 202*6*.

(NOTARY PUBLIC SEAL)

KRISTIE MATHEY DEMEDICIS
MY COMMISSION # HH 639301
EXPIRES: May 16, 2029

Kristie Mathey Demedicis
Notary Public

Kristie Mathey Demedicis
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: *HH 639301*

My Commission Expires: *05/16/2029*

SELLER
GRAZING KISSIMMEE LAND, LLLP,
a Florida limited partnership

Lisa M Smith
Witness as to Seller

Lisa M. Smith
Printed Name of Witness

Elizabeth Bauna
Witness as to Seller

Elizabeth Bauna
Printed Name of Witness

Grace Anne Larson
Grace Anne Larson, General Partner

5/18/2026
Date signed by Seller

Phone No. 863-763-7947
8 a.m. – 5 p.m.

STATE OF FLORIDA
COUNTY OF Okeechobee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Grace Anne Larson, as General Partner and on behalf of Grazing Kissimmee Land, LLLP, a Florida limited partnership, by means of [X] physical presence or [ ] online notarization, who is [X] 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 18th day of May, 2026.

(NOTARY PUBLIC SEAL)

KRISTIE MATHEY DEMEDICIS
MY COMMISSION # HH 639301
EXPIRES: May 16, 2029

Kristie Mathey Demedicis
Notary Public

Kristie Mathey Demedicis
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: HH 639301

My Commission Expires: 05/16/2029

BUYER

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

BY RURAL AND FAMILY LANDS PROTECTION PROGRAM OF THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

BY: ______________________________

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

____
Witness as to Buyer

____
Witness as to Buyer

____
Date signed by Buyer

STATE OF FLORIDA
LEON COUNTY

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

WITNESS my hand and official seal in the County and State last aforesaid this ____day of __________, 202___.

(NOTARY PUBLIC SEAL)

____
Notary Public

____
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: ______________________

My Commission Expires: ________________

Schedule of Exhibits and Addenda

Exhibit A – Legal Description

Exhibit B - Deed of Easement

Exhibit A to Deed of Easement – Legal Description of Property Subject to Easement
Exhibit B to Deed of Easement – Significant Natural Areas Map
Exhibit C to Deed of Easement – Easement Monitoring Form
Exhibit D to Deed of Easement – Map of Building Envelope - if applicable

Addendum 1 – Beneficial Interest and Disclosure Affidavit
Addendum 2 - Partnership Addendum

EXHIBIT "A"

COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF SECTION 18, TOWNSHIP 36 SOUTH, RANGE 34 EAST, THENCE RUNS S. 00 DEGREE 07' 31" W. 63.81 FOR POINT OF BEGINNING; THENCE RUNS ALONG THE WESTERN LINE OF SECTION 18, S. 00 DEGREE 07' 31" W. 5367.99 FEET TO THE SOUTHWEST CORNER OF THE SW 1/4 OF SECTION 18 IN COMMON WITH THE NORTHWEST CORNER OF THE NW 1/4 OF SECTION 19; THENCE RUNS ALONG THE WESTERN LINE OF SECTION 19, S. 00 DEGREE 07' 53" W, 2686.49 FEET; THENCE RUNS N. 88 DEGREES 33' 56" E. 3423.72 FEET; THENCE RUNS N. 00 DEGREE 02' 14" E. 10,739.40 FEET; THENCE RUNS N. 88 DEGREES 27' 25" E. 2000.27 FEET; THENCE RUNS N. 30 DEGREES 18' 54" E. 653.36 FEET TO A POINT IN THE SOUTHERN R/W OF SR 700 (HIGHWAY 98); THENCE RUNS ALONG THE SOUTHERN R/W OF THE SAID HIGHWAY 98, N. 47 DEGREES 28' 45" W. 500.00 FEET; THENCE RUNS S. 00 DEGREE 21' 05" E. 825.11 FEET; THENCE RUNS S. 88 DEGREES 27' 25" W. 2029.45 FEET; THENCE RUNS S. 00 DEGREE 02' 14" W. 2904.76 FEET; THENCE RUNS N. 89 DEGREES 57' 46" W. 3340.03 FEET TO P.O.B. LYING IN AND COMPRISING SUBSTANTIALLY ALL OF THE WESTERN 2/3 OF SECTION 18, THE WESTERN 2/3 OF THE NORTHERN ½ OF SECTION 19, A SMALL PORTION OF SECTION 7 FOR PURPOSES OF ROAD ACCESS, AND A SMALL TRIANGULAR PORTION OF THE NW 1/4 OF SECTION 8, ALL IN TOWNSHIP 36 SOUTH, RANGE 34 EAST, OKEECHOBEE COUNTY, FLORIDA; AND BEING THE SAME LAND (635.13 ACRES) DESCRIBED IN THAT CERTAIN DEED RECORDED IN BOOK 301, PAGE 1664, OKEECHOBEE COUNTY REGISTRY.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED REAL PROPERTY THE NORTH 770 FEET OF THE WEST 1800 FEET OF SECTION 18, TOWNSHIP 36 SOUTH, RANGE 34 EAST, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

<u>TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:</u>

All of Section 13, Township 36 South, Range 33 East, Okeechobee County, Florida, LESS AND EXCEPT the West 533.90 feet (as measured at right angles to the West line of said Section 13) of the Northwest 1/4 of said Section 13, and LESS AND EXCEPT the West 100.00 feet (as measured at right angles to the West line of said Section 13) of the Southwest 1/4 of said Section 13, being more particularly described as follows:

Commence at the Southwest corner of said Section 13; thence bear North 00°01'30" East, along the West line of said Section 13, for a distance of 100.01 feet to a point; thence bear North 89°04'16" East for a distance of 100.01 feet to the point of beginning; thence bear North 00°01'30" East, along a line 100.00 feet East of and parallel with the said West line of Section 13, for a distance of 2590.86 feet to the intersection with the 1/4 Section line; thence bear North 09°08'43" East along said 1/4 Section line for a distance of 433.95 feet to a point; thence bear North 00°01'30" East, along a line 533.90 feet East of and parallel with the said West line of Section 13, for a distance of 2690.31 feet to the intersection with the North line of said Section 13; thence bear North 89°13'09" East, along the said North line of Section 13, for a distance of 4799.15 feet to the Northeast corner of said Section 13; thence bear South 00°00'00" West, along the East line of said Section 13, for a distance of 5368.19 feet to the Southeast corner of said Section 13; thence bear South 89°04'16" West, along the South line of said Section 13, for a distance of 5235.63 feet to a point; thence bear North 00°01'30" East, along a line of 100.00 feet East of and parallel with the said West line of Section 13, for a distance of 100.01 feet to the point-of-beginning.

<u>TOGETHER WITH:</u>
An Ingress/Egress/Utilities Easement, lying in Section 13, Township 36 South, Range 33 East, Okeechobee County, Florida, and being the South 100.00 feet of the West 100.00 feet (as measured at right angles to the South and West lines) of said Section 13, and being more particularly described as follows:

Begin at the Southwest corner of said Section 13; thence bear North 00°01'30" East, along the West line of said Section 13 for a distance of 100.01 feet to a point; thence bear North 69°04'16" East, along a line 100.00 feet North of and parallel with the South line of said Section 13, for a distance of 100.01 feet to a point; thence bear South 00°01'30" West, along a line 100.00 feet East of and parallel with the said West line of Section 13, for a distance of 100.01 feet to the intersection with the said South line of Section 13; thence bear South 89°01'16" West, along said South line of Section 13, for a distance of 100.01 feet to the point-of-beginning.

EXHIBIT "A" (cont.)

A PARCEL OF LAND BEING THE WEST 533.90 FEET OF THE NORTHWEST 1/4 AND THE WEST 100.00 FEET OF THE SOUTHWEST 1/4 OFSECTION 13, TOWNSHIP 36 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE N 01°17'45" E, ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 5383.82 FEET TO THE NORTHWEST CORNER OF SAID SECTION 13; THENCE S 89°27'48" E, ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 533.95 FEET; THENCE S 01°17'45" W, A DISTANCE OF 2691.10 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE N 89°35'02" W, ALONG SAID SOUTH LINE, A DISTANCE OF 433.95 FEET; THENCE S 01°17'45" W, A DISTANCE OF 2691.89 FEET TO THE SOUTH LINE OF SAID SECTION 13; THENCE N 89°25'10" W, ALONG SAID SOUTH LINE, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING.

And

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 36 SOUTH, RANGE 33 EAST. RUN THENCE NORTH 0°05'00" EAST ALONG THE EAST BOUNDARY LINE OF SAID SECTION 11, FOR A DISTANCE OF 268.23 FEET TO A POINT, THENCE RUN NORTH 89°26'12" WEST, PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE AFORESAID SECTION 11, FOR A DISTANCE OF 5116.33 FEET MORE OR LESS TO A POINT ON THE WEST BOUNDARY LINE OF SAID SECTION 11, THENCE RUN SOUTH 0°24'45" EAST ALONG THE SECTION LINE FOR A DISTANCE OF 268.33 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 11 THEREOF; THENCE RUN SOUTH 88°26'30" WEST ALONG THE NORTH BOUNDARY LINE OF SECTION 15, FOR A DISTANCE OF 2633.03 FEET TO THE 1/4 SECTION CORNER; THENCE RUN SOUTH 89°31'19" WEST ALONG THE SECTION LINE FOR A DISTANCE OF 2138.92 FEET TO THE MEANDER CORNER (ALSO THE NORTHWEST CORNER OF GOVERNMENT LOT 2); THENCE RUN SOUTH 89°22'19" WEST, ALONG THE SECTION LINE FOR A DISTANCE OF 551.05 FEET TO THE NORTHWEST CORNER OF THE AFORESAID SECTION 15; THENCE RUN SOUTH 01°17'45" EAST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 15, FOR A DISTANCE OF 2657.60 FEET TO THE 1/4 SECTION CORNER; THENCE RUN NORTH 89°02'58" EAST FOR A DISTANCE OF 1307.59 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 2, SECTION 15, TOWNSHIP 36 SOUTH, RANGE 33 EAST; THENCE RUN SOUTH 0°18'43" EAST ALONG THE EAST BOUNDARY LINE OF THE AFORESAID GOVERNMENT LOT 2 FOR A DISTANCE OF 2662.57 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID SECTION 15 (ALSO THE SOUTHEAST CORNER OF GOVERNMENT LOT 2); THENCE RUN NORTH 89°10'00" EAST ALONG THE SECTION LINE FOR A DISTANCE OF 42.23 FEET TO A POINT ON THE CENTERLINE OF LOFTON ROAD AS NOW LOCATED; THENCE RUN NORTH 0°01'50" EAST ALONG SAID CENTERLINE OF LOFTON ROAD FOR A DISTANCE OF 1030.73 FEET TO A POINT; THENCE CONTINUING ALONG THE CENTERLINE OF LOFTON ROAD, RUN THENCE NORTH 46°16'15" EAST FOR A DISTANCE OF 360.02 FEET TO A POINT; THENCE RUN NORTH 03°17'55" EAST FORA DISTANCE OF 1745.63 FEET TO A POINT; THENCE RUN SOUTH 89°28'36" EAST, IN SECTIONS 14 AND 15, FOR A DISTANCE OF 8650.20 FEET, MORE OR LESS, TO A POINT ON THE EAST BOUNDARY LINE OF SECTION 14, TOWNSHIP 36 SOUTH, RANGE 33 EAST; THENCE RUN NORTH 0°00'15" EAST ALONG THE SECTION LINE FOR A DISTANCE OF 2400.62 FEET TO POINT OF BEGINNING.

Lying East of the road.

LESS and EXCEPT:

A PARCEL OF LAND LYING WITHIN SECTION 15, TWP. 36S, RGE. 33E, OKEECHOBEE COUNTY, FLORIDA; BEING MORE DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SAID SECTION 15; THENCE BEARS 89°10'00" W ALONG THE SECTION LINE FOR A DISTANCE OF 1293.66 FT. TO A POINT OF THE CENTER LINE OF LOFTON ROAD AS NOW LOCATED; THENCE BEAR N 00°01'50" E ALONG SAID CENTER LINE OF LOFTON ROAD, A DISTANCE OF 1030.73 FT.; THENCE BEAR N 46°16'15" E ALONG THE CENTER LINE OF LOFTON ROAD A DISTANCE OF 360.02 FT.; THENCE BEAR N 03°17'55" E, ALONG THE CENTER LINE OF LOFTON ROAD A DISTANCE OF 1745.63 FT.; THENCE BEAR S 89°28'36" E, A DISTANCE OF 50.01 FT. TO THE EAST R/W LINE OF LOFTON ROAD, AND THE P.O.B.; THENCE BEAR N 03°17'55" E ALONG THE SAID EAST R/W LINE OF LOFTON ROAD A DISTANCE OF 660.00 FT.; THENCE BEAR S 89°28'36" E, A DISTANCE OF 644.80 FT.; THENCE BEARS 00°31'24" W, A DISTANCE OF 659.22 FT.; THENCE BEAR N 89°28'36" W, A DISTANCE OF 676.75 FT. TO THE P.O.B.

EXHIBIT "B"

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

Project Name: Dixie Ranch West
County: Okeechobee

DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this ___ day of _______________ 202_, by GRAZING KISSIMMEE LAND, LLLP, a Florida limited partnership, whose address is 10,000 US Highway 98 North, Okeechobee, Florida 34972, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("Grantee").

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

NOTICES

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

Grantor's Address: Grazing Kissimmee Land, LLLP, Louis E. "Woody" Larson, Jr., 10,000 US Highway 98 North, Okeechobee, Florida 34972.

Grantee's Address: Florida Department of Agriculture and Consumer Services, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843. Attention: Program Director, Rural and Family Lands Protection Program.

Copy to: United States Air Force, Det 1, 23 WB, Attention: Charles E. MacLaughlin, 8707 North Golf Course Avenue, MacDill AFB, Florida 33621-5311.

Copy to: United States Air Force, Air Force Civil Engineer Center, Attention: AFCEC/CI 3515 South General McMullen - Building 1, San Antonio, Texas 78226-1710.

RECITALS

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

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

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

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

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

F. Significant Natural Area ("SNA"). There are certain agricultural lands with important species habitat or water resources occurring within the boundaries of the Property, more particularly identified as SNA(s) in the BDR. An SNA is defined as a particularly outstanding or sensitive area that the parties agree are desirous of protection due to the presence of the following: 1) high-quality terrestrial or aquatic habitats, which possess significant biodiversity, high-quality resources, intact community organization, or other ecologically significant qualities; 2) habitats for rare species of plants or animals; or 3) significant geological features or historic sites. Designation of an SNA accords an extra level of protection, ensuring that the natural or cultural features within the SNA will continue to be managed appropriately and, in a manner, ensuring the continued protection of the resources. While the designation of these areas as SNAs in the BDR is intended to set them aside for conservation, management activities in an SNA may include activities commensurate with the management of conservation lands to include such activities as prescribed burning, removal of invasive species and native species restoration, and maintenance of existing agricultural structures, primarily roads, fences, drainage improvements, and boundary signs. In addition, Grantor may continue livestock grazing in an SNA, as long as Grantor's management of such grazing activity protects the quality and integrity of the SNA. Other activities that may be undertaken in SNAs are scientific research, environmental education, and activities related to ecosystem services market programs, at Grantor's sole discretion. The SNAs are identified on the map in Exhibit "B" attached hereto.

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

H. Conservation Purpose. The definition of "conservation purpose" contained in 26 U.S.C. 170(h)(4), includes the preservation of open space, including farmland and forest land, where such preservation is pursuant to a clearly delineated state conservation policy and will yield a significant public benefit. The Rural and Family Lands Protection Program, is a state conservation policy, delineated in Chapter 570, Florida Statutes established for the promotion and improvement of wildlife habitat, protection and enhance water bodies, aquifer recharge areas, wetlands, and watersheds, perpetuate open space on lands with significant natural areas, and protect agricultural lands threatened by conversion to other uses. Grantor and the Grantee have the common purpose of conserving open space by conveyance to the Grantee of this Easement and expect this Easement will yield a significant public benefit consistent with the enumerated purposes of the Rural and Family Lands Protection Program.

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

J. Grantor and Grantee agree that the agricultural and conservation values of the Property are compatible with the use of neighboring properties as part of a military installation (the "Installation") and that certain restrictions may apply and be included in this Easement in order to maintain consistency between this Easement and other conservation easements that have or may be granted to the United States of America. Such restrictions limit any development or use that would be incompatible with the mission of the Installation or might interfere, whether directly or indirectly, with current or future military training, testing, or operations on or adjacent to the Installation.

K. Grantor intends that the United States, by and through the Secretary of the Air Force (the "Third Party Beneficiary" or "United States"), pursuant to 10 USC 2684a, be vested with the authority to enforce this Easement for its contribution of ONE MILLION THREE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($1,320,000.00) to support this transaction.

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

ARTICLE I. RECITALS

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

ARTICLE II. DURATION OF EASEMENT

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

ARTICLE III. PURPOSE OF EASEMENT

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

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Maintenance of soil productivity and control of soil erosion.
- Maintenance or improvement of the overall quality of the timber resource.
- Protection of the integrity and function of the working landscape, including any buffers to natural areas, ecological greenways and functioning ecosystems.
- Promotion of the restoration, enhancement, or management of species habitat.
- Protection, restoration, or enhancement of water bodies and aquifer recharge areas including uplands and springsheds, wetlands, or watersheds.
- Conservation and protection of unique and fragile natural areas and rare species habitats.
- Perpetuation of open space on working lands that contain SNAs.
- Allowance of appropriate uses of the Property for activities which will provide long term economic sustainability.
- To limit any development or use of the Property that would otherwise be incompatible with the mission of the Installation, or might interfere, whether directly or indirectly, with current or future military training, testing, or operations on or adjacent to the Installation.

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

ARTICLE IV. RIGHTS GRANTED TO THE GRANTEE

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

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

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

C. The right to enter upon the Property on an annual basis, and more often if Grantee determines that such entry is warranted, at reasonable times in order to inspect and monitor compliance with and otherwise enforce the terms of this Easement ("Inspections"); provided that such entry shall be upon prior reasonable notice to Grantor, which, except in the event of an emergency or enforcement requiring immediate access as determined by Grantee, is defined as seven (7) days advance notice. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. The right to conduct Inspections, annually or otherwise, to monitor Grantor's compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit "C". The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantor and Grantee; however, nothing in this section prohibits the Grantor and the Grantee from mutually agreeing to a reasonable opportunity to cure an identified deficiency in lieu of establishing a corrective action plan. Upon Grantee's finding that Grantor is in compliance with the terms of this Easement, a copy of the completed monitoring form will be provided to the Grantor and a copy will be retained by the Grantee for a minimum of five (5) years. Upon a finding of noncompliance, a corrective action plan may be developed, which may be a notation in the comments section on the monitoring form regarding completion of certain actions or cessation of actions in order to attain compliance or the plan may be a more detailed plan developed separately to set expectations and deadlines for completion of remedial measures. In either case, the Grantee will work with the Grantor to negotiate a reasonable schedule, but all remedial measures shall be completed at Grantor's expense.

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

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

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

H. The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim arising out of or related to any negligent or willful act or omission of the Grantor, Grantor's agents, guests, lessees, licensees, invitees, or any others on the Property with the express or implicit permission of Grantor.

I. The right to be indemnified by Grantor for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known, or should have been known, to the Grantor.

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

K. The right to cut and remove timber in Grantee's sole discretion, if Grantor, within 60 days after written notice from Grantee, fails to cut and remove said timber damaged by natural disaster, fire, infestation, or the like. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.

ARTICLE V. PROHIBITED USES

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

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including those defined by the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, the Federal Emergency Planning and Community Right-To-Know Act, the Federal Insecticide, Fungicide and Rodenticide

Act, the Toxic Substances Control Act, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the governmental water management district applicable to or having jurisdiction over the Property ("Water Management District"), now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (collectively referred to as "Contaminants") on the Property, now or at any time hereafter in effect. This prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the terms of this Easement, and that is disposed of in accordance with applicable local, state, and federal requirements, and Best Management Practices ("BMPs") adopted by FDACS or its successor agency, as amended from time to time.

B. Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, except those required for environmental restoration, federal, state or local regulatory programs, or BMPs, including but not limited to, mining, excavation of surface or subsurface materials, the exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances. There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, by an individual or entity acting under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control, unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, or pollution of existing surface or subsurface water flow or natural water sources, freshwater lakes, ponds and pond shores, marshes, creeks, or any other water bodies except as consistent with BMPs for the type of agricultural activities being conducted. Provided, however, Grantor may construct, operate, maintain, or replace groundwater wells, ditches, swales and other water conveyance structures, drainage structures or other water management improvements incident to allowed uses on the Property, conduct seismic or other non-invasive testing, drill for and extract oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, subject to legally required permits and regulations. As reasonably necessary, Grantor may combat erosion or flooding or conduct other allowed activities using material from existing excavation sites identified in the BDR.

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

D. Concentrated animal feeding operation not in compliance with applicable federal and state laws, rules, and regulations, as amended.

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

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

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

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

I. Any subdivision of the Property is prohibited.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

L. Mitigation banks not authorized under and in compliance with Florida Statutes and Administrative Rules, as amended, or the rules of applicable federal mitigation bank programs.

M. Construction or improvements in any SNA or conversion of any SNA, except temporary structures (defined hereinafter) for hunting allowed in Article VI, Paragraph M. Temporary structures are defined as those structures that are able to be readily removed. Any use of the Property which would impair, adversely impact, or destroy an SNA, including a change to more intensive agricultural practices, is also prohibited.

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

O. No operations of any type shall be permitted that produce smoke, glare, or other visual hazards, or that encourage large concentrations of birds that may be dangerous for aircraft operating from the Installation, except as expressly allowed in Article VI, Paragraph D.

P. No structure or tree may exceed 80 feet above ground level. Grantee shall have the right, but not the duty to cut and remove any tree which exceeds such height. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such tree shall inure to the benefit of Grantee.

Q. No lighting shall be permitted that may be dangerous, distracting, or misleading to aircraft operating from the Installation. This type of lighting includes, but is not limited to, strobe lights, non-emergency vehicle rotating beacons, or light sources above 16,000 lumens. Light sources above 16,000 lumens must be angled 15 degrees below the horizon.

ARTICLE VI. GRANTOR'S RESERVED RIGHTS

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

A. Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title in the Property, subject to this Easement. Further, Grantor retains and reserves all rights of, in, and to the Property not conveyed to Grantee under Article

IV or prohibited by Article V.

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

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

D. The right to conduct prescribed burning and mechanical brush management on the Property; provided, however Grantor shall obtain and comply with a prescribed fire authorization from the Florida Forest Service of FDACS or its successor agency. Prior to conducting prescribed burning on the Property, the Grantor shall coordinate with Avon Park Air Force Range, or its successor, by calling the Avon Park Air Force Range Wildlife Fire Management Officer and/or the Avon Park Air Force Range Control.

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

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

G. The right to continue to use, maintain, repair, and reconstruct existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, culverts and such other facilities on the Property as depicted in the BDR. Expanding existing cow pens as necessary to conduct normal cattle operations on the Property shall be allowed, except when located in an SNA. Grantor must obtain the advanced written approval of Grantee to expand existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, culverts and such other facilities on the Property.

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

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

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

K. The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of Grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences.

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

M. The right to observe, maintain, photograph, introduce and stock native fish or wildlife on the Property, and to use the Property for hiking and horseback riding and other activities that are low impact and minimally disruptive to the natural environment, as well as to use the Property for agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended, for agritourism that is both related to the agricultural uses reserved in this Easement and consistent with the terms of this Easement. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, including the right to locate, construct, and maintain hunting blinds, tree stands, wildlife food plots, and feeders on the Property that are temporary and readily removable. Grantor may lease and sell privileges of such rights.

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

O. Intentionally deleted.

P. Grantor reserves one (1) building envelope(s), and the right, after giving notice to Grantee, to develop within the envelope up to 15,000 square feet of impervious surfaces for residential purposes, as described and depicted in Exhibit D attached hereto (the "Building Envelope(s)"). The Building Envelope(s) will not exceed ten (10) contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope(s). Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property, including residential buildings, residential support buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs, not including agricultural buildings. Any such development may not be constructed within an SNA. Grantor, at its expense, shall provide to Grantee legal descriptions and surveys for the Building Envelope(s) prior to development.

Q. The right to engage in environmental, natural resource, habitat, water restoration, and other ecosystem services projects or markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and are consistent or complementary with the purposes and the terms of this Easement. These projects include those that promote the conservation, restoration, and proper hydrological functioning of the natural environment, provided such activities are consistent with the BMPs applicable to such water resource management and restoration projects. The Grantor has the exclusive right to sell conservation credits or other form of ecosystem services rendered and retain all consideration from such sales provided such activities are consistent and complementary to the terms of the Easement. Any such ecosystem services shall not reduce the agriculture production area by more than 10% of the total agricultural production area listed in the BDR. Grantor, at its expense, shall provide to Grantee legal descriptions and surveys for the proposed ecosystem services project prior to development.

ARTICLE VII. GRANTEE'S REMEDIES

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

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

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

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

E. Grantor hereby waives any defense of estoppel, adverse possession, or prescription.

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

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

ARTICLE VIII. PUBLIC ACCESS

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

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

ARTICLE IX. MISCELLANEOUS

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

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

C. **Extinguishment.** If unexpected circumstances arise in the future that render the Easement Purposes impossible or unfeasible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims and costs of sale, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with Article IX, Paragraph D. Grantee shall use all such proceeds in a manner consistent with the Easement Purposes or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. The amount of the proceeds to which the United States may be entitled for its contribution shall be determined in accordance with federal law. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

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

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

F. **Assignment**. This Easement is transferable by Grantee subject to approval by the United States, but Grantee may assign its rights and obligations under this Easement only to a governmental entity in accordance with Florida law. As a condition of the transfer, the terms and conditions of the Easement shall continue.

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

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

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

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

   c. Under notice provided pursuant to Paragraphs 1.a. and 1.b. above, Grantor shall, in good faith, afford Grantee an opportunity to negotiate the acquisition of the Property, or such portion thereof or interest therein that Grantor intends to sell. If Grantee desires to negotiate the acquisition of the Property (or such portion thereof or interest therein as applicable), Grantee shall so notify Grantor within 30 days after receipt of Grantor's notice of intent. If Grantor and Grantee are unable, in good faith, to agree to terms of an acquisition of the Property (or such interest therein or portion thereof as applicable) within 45 days after Grantee's notice to Grantor under this paragraph, Grantor may sell the Property free of the right granted in this Article IX, Paragraph G.1.

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

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

3. Continuation of Agricultural Production. As a condition of any Property transfer, Grantor shall deliver certified notice in writing to the prospective transferee that the Property must continue to be used for bona fide agricultural production purposes in accordance with this Easement. In addition, Grantor will incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests or conveys any interest in the Property, including a lease or other legal instrument by which any interest in the Property is conveyed.

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

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

H. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, or by overnight mail service, addressed to the parties as set forth in this Easement, or to such other addresses such party may establish in writing to the other.

If time is of the essence, initial notice by electronic mail is acceptable, but shall be followed by written notice as provided in this paragraph as soon as possible.

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

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

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

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

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

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

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

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

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

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

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

T. **Third Party Beneficiary**. The United States may enter the Property at reasonable times to monitor compliance with and enforce the terms of this Easement; provided that entry shall be made after giving reasonable notice to the Grantor and Grantee as each circumstance may permit, and the United States shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property. Upon any violation of the terms of this Easement, including amendments, modifications, updates, or revisions thereto, the United States may institute suit to enjoin any such violation as provided in this Easement under Article VII and as authorized by law. Enforcement of the terms of this Easement shall be undertaken at the discretion of the United States. No failure on the part of the United States to enforce any term of this Easement on one occasion shall discharge or invalidate that term of the Easement or affect the enforcement rights of the United States provided herein. Grantor agrees to also provide written notice to the United States of a transfer or assignment of any interest in the Property at least thirty (30) days in advance. Grantor agrees to make any such transfer or assignment subject to the terms of the Easement as provided herein.

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

[signature pages follow]

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

GRANTOR:
GRAZING KISSIMMEE LAND, LLLP

Witnesses:

Signature: ______________________

Printed Name: ______________________

Address: ______________________

____

Signature: ______________________

Printed Name: ______________________

Address: ______________________

____

____
Louis E. Larson, Jr,
General Partner

STATE OF FLORIDA
COUNTY OF __________

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Louis E. Larson, Jr., General Partner on behalf of Grazing Kissimmee Land, LLLP, 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 he acknowledged before me that he executed the same for the purposes therein expressed.

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

NOTARY PUBLIC

My Commission Expires:

____
Signed

____
Printed

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

GRANTOR:
GRAZING KISSIMMEE LAND, LLLP

Witnesses:

Signature: ______________________________ ______________________________

Printed Name: ___________________________ Grace Anne Larson, General Partner

Address: ______________________________

____

Signature: ______________________________

Printed Name: ___________________________

Address: ______________________________

____

STATE OF FLORIDA
COUNTY OF __________

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Grace Anne Larson, General Partner on behalf of Grazing Kissimmee Land, LLLP, 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 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:

Witnesses:

Signature: ____________________

Printed Name: ________________

Address: _______________________

____

Signature: ____________________

Printed Name: ________________

Address: _______________________

____

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

By: FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

By: ____________________________

____

DIRECTOR, DIVISION OF ADMINISTRATION

STATE OF FLORIDA
COUNTY OF LEON

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

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

NOTARY PUBLIC

My Commission Expires:

____
Signed

____
Printed

SCHEDULE OF EXHIBITS

A. Legal Description of Property Subject to Easement

B. Significant Natural Areas Map

C. Easement Monitoring Form

D. Map of Building Envelope(s) [if applicable]

EXHIBIT "A"

COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF SECTION 18, TOWNSHIP 36 SOUTH, RANGE 34 EAST, THENCE RUNS S. 00 DEGREE 07' 31" W. 63.81 FOR POINT OF BEGINNING; THENCE RUNS ALONG THE WESTERN LINE OF SECTION 18, S. 00 DEGREE 07' 31" W. 5367.99 FEET TO THE SOUTHWEST CORNER OF THE SW 1/4 OF SECTION 18 IN COMMON WITH THE NORTHWEST CORNER OF THE NW 1/4 OF SECTION 19; THENCE RUNS ALONG THE WESTERN LINE OF SECTION 19, S. 00 DEGREE 07' 53" W, 2686.49 FEET; THENCE RUNS N. 88 DEGREES 33' 56" E. 3423.72 FEET; THENCE RUNS N. 00 DEGREE 02' 14" E. 10,739.40 FEET; THENCE RUNS N. 88 DEGREES 27' 25" E. 2000.27 FEET; THENCE RUNS N. 30 DEGREES 18' 54" E. 653.36 FEET TO A POINT IN THE SOUTHERN R/W OF SR 700 (HIGHWAY 98); THENCE RUNS ALONG THE SOUTHERN R/W OF THE SAID HIGHWAY 98, N. 47 DEGREES 28' 45" W. 500.00 FEET; THENCE RUNS S. 00 DEGREE 21' 05" E. 825.11 FEET; THENCE RUNS S. 88 DEGREES 27' 25" W. 2029.45 FEET; THENCE RUNS S. 00 DEGREE 02' 14" W. 2904.76 FEET; THENCE RUNS N. 89 DEGREES 57' 46" W. 3340.43 FEET TO P.O.B. LYING IN AND COMPRISING SUBSTANTIALLY ALL OF THE WESTERN 2/3 OF SECTION 18, THE WESTERN 2/3 OF THE NORTHERN ½ OF SECTION 19, A SMALL PORTION OF SECTION 7 FOR PURPOSES OF ROAD ACCESS, AND A SMALL TRIANGULAR PORTION OF THE NW 1/4 OF SECTION 8, ALL IN TOWNSHIP 36 SOUTH, RANGE 34 EAST, OKEECHOBEE COUNTY, FLORIDA; AND BEING THE SAME LAND (635.13 ACRES) DESCRIBED IN THAT CERTAIN DEED RECORDED IN BOOK 301, PAGE 1664, OKEECHOBEE COUNTY REGISTRY.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED REAL PROPERTY THE NORTH 770 FEET OF THE WEST 1800 FEET OF SECTION 18, TOWNSHIP 36 SOUTH, RANGE 34 EAST, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

All of Section 13, Township 36 South, Range 33 East, Okeechobee County, Florida, LESS AND EXCEPT the West 533.90 feet (as measured at right angles to the West line of said Section 13) of the Northwest 1/4 of said Section 13, and LESS AND EXCEPT the West 100.00 feet (as measured at right angles to the West line of said Section 13) of the Southwest 1/4 of said Section 13, being more particularly described as follows:

Commence at the Southwest corner of said Section 13; thence bear North 00°01'30" East, along the West line of said Section 13, for a distance of 100.01 feet to a point; thence bear North 89°04'16" East for a distance of 100.01 feet to the point of beginning; thence bear North 00°01'30" East, along a line 100.00 feet East of and parallel with the said West line of Section 13, for a distance of 2590.86 feet to the intersection with the 1/4 Section line; thence bear North 09°08'43" East along said 1/4 Section line for a distance of 433.95 feet to a point; thence bear North 00°01'30" East, along a line 533.90 feet East of and parallel with the said West line of Section 13, for a distance of 2690.31 feet to the intersection with the North line of said Section 13; thence bear North 89°13'09" East, along the said North line of Section 13, for a distance of 4799.15 feet to the Northeast corner of said Section 13; thence bear South 00°00'00" West, along the East line of said Section 13, for a distance of 5368.19 feet to the Southeast corner of said Section 13; thence bear South 89°04'16" West, along the South line of said Section 13, for a distance of 5235.63 feet to a point; thence bear North 00°01'30" East, along a line of 100.00 feet East of and parallel with the said West line of Section 13, for a distance of 100.01 feet to the point-of-beginning.

TOGETHER WITH:
An Ingress/Egress/Utilities Easement, lying in Section 13, Township 36 South, Range 33 East, Okeechobee County, Florida, and being the South 100.00 feet of the West 100.00 feet (as measured at right angles to the South and West lines) of said Section 13, and being more particularly described as follows:

Begin at the Southwest corner of said Section 13; thence bear North 00°01'30" East, along the West line of said Section 13 for a distance of 100.01 feet to a point; thence bear North 69°04'16" East, along a line 100.00 feet North of and parallel with the South line of said Section 13, for a distance of 100.01 feet to a point; thence bear South 00°01'30" West, along a line 100.00 feet East of and parallel with the said West line of Section 13, for a distance of 100.01 feet to the intersection with the said South line of Section 13; thence bear South 89°01'16" West, along said South line of Section 13, for a distance of 100.01 feet to the point-of-beginning.

EXHIBIT "A" (cont.)

A PARCEL OF LAND BEING THE WEST 533.90 FEET OF THE NORTHWEST 1/4 AND THE WEST 100.00 FEET OF THE SOUTHWEST 1/4 OFSECTION 13, TOWNSHIP 36 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE N 01°17'45" E, ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 5383.82 FEET TO THE NORTHWEST CORNER OF SAID SECTION 13; THENCE S 89°27'48" E, ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 533.95 FEET; THENCE S 01°17'45" W, A DISTANCE OF 2691.10 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE N 89°35'02" W, ALONG SAID SOUTH LINE, A DISTANCE OF 433.95 FEET; THENCE S 01°17'45" W, A DISTANCE OF 2691.89 FEET TO THE SOUTH LINE OF SAID SECTION 13; THENCE N 89°25'10" W, ALONG SAID SOUTH LINE, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING.

And

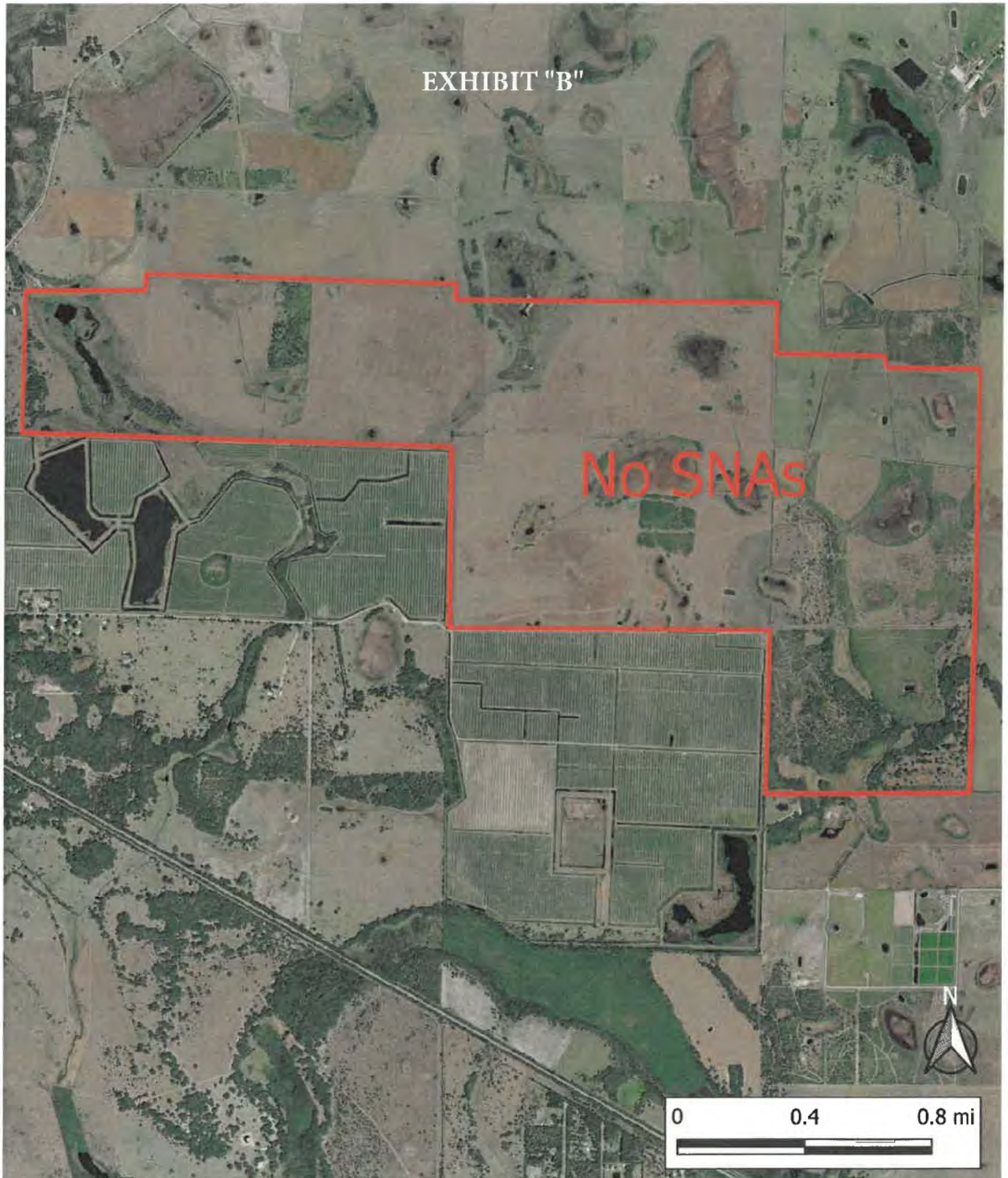
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 36 SOUTH, RANGE 33 EAST. RUN THENCE NORTH 0°05'00" EAST ALONG THE EAST BOUNDARY LINE OF SAID SECTION 11, FOR A DISTANCE OF 268.23 FEET TO A POINT, THENCE RUN NORTH 89°26'12" WEST, PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE AFORESAID SECTION 11, FOR A DISTANCE OF 5116.33 FEET MORE OR LESS TO A POINT ON THE WEST BOUNDARY LINE OF SAID SECTION 11, THENCE RUN SOUTH 0°24'45" EAST ALONG THE SECTION LINE FOR A DISTANCE OF 268.33 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 11 THEREOF; THENCE RUN SOUTH 88°26'30" WEST ALONG THE NORTH BOUNDARY LINE OF SECTION 15, FOR A DISTANCE OF 2633.03 FEET TO THE 1/4 SECTION CORNER; THENCE RUN SOUTH 89°31'19" WEST ALONG THE SECTION LINE FOR A DISTANCE OF 2138.92 FEET TO THE MEANDER CORNER (ALSO THE NORTHWEST CORNER OF GOVERNMENT LOT 2); THENCE RUN SOUTH 89°22'19" WEST, ALONG THE SECTION LINE FOR A DISTANCE OF 551.05 FEET TO THE NORTHWEST CORNER OF THE AFORESAID SECTION 15; THENCE RUN SOUTH 01°17'45" EAST ALONG THE WEST BOUNDARY LINE OF SAID SECTION 15, FOR A DISTANCE OF 2657.60 FEET TO THE 1/4 SECTION CORNER; THENCE RUN NORTH 89°02'58" EAST FOR A DISTANCE OF 1307.59 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 2, SECTION 15, TOWNSHIP 36 SOUTH, RANGE 33 EAST; THENCE RUN SOUTH 0°18'43" EAST ALONG THE EAST BOUNDARY LINE OF THE AFORESAID GOVERNMENT LOT 2 FOR A DISTANCE OF 2662.57 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID SECTION 15 (ALSO THE SOUTHEAST CORNER OF GOVERNMENT LOT 2); THENCE RUN NORTH 89°10'00" EAST ALONG THE SECTION LINE FOR A DISTANCE OF 42.23 FEET TO A POINT ON THE CENTERLINE OF LOFTON ROAD AS NOW LOCATED; THENCE RUN NORTH 0°01'50" EAST ALONG SAID CENTERLINE OF LOFTON ROAD FOR A DISTANCE OF 1030.73 FEET TO A POINT; THENCE CONTINUING ALONG THE CENTERLINE OF LOFTON ROAD, RUN THENCE NORTH 46°16'15" EAST FOR A DISTANCE OF 360.02 FEET TO A POINT; THENCE RUN NORTH 03°17'55" EAST FORA DISTANCE OF 1745.63 FEET TO A POINT; THENCE RUN SOUTH 89°28'36" EAST, IN SECTIONS 14 AND 15, FOR A DISTANCE OF 8650.20 FEET, MORE OR LESS, TO A POINT ON THE EAST BOUNDARY LINE OF SECTION 14, TOWNSHIP 36 SOUTH, RANGE 33 EAST; THENCE RUN NORTH 0°00'15" EAST ALONG THE SECTION LINE FOR A DISTANCE OF 2400.62 FEET TO POINT OF BEGINNING.

Lying East of the road.

LESS and EXCEPT:

A PARCEL OF LAND LYING WITHIN SECTION 15, TWP. 36S, RGE. 33E, OKEECHOBEE COUNTY, FLORIDA; BEING MORE DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SAID SECTION 15; THENCE BEARS 89°10'00" W ALONG THE SECTION LINE FOR A DISTANCE OF 1293.66 FT. TO A POINT OF THE CENTER LINE OF LOFTON ROAD AS NOW LOCATED; THENCE BEAR N 00°01'50" E ALONG SAID CENTER LINE OF LOFTON ROAD, A DISTANCE OF 1030.73 FT.; THENCE BEAR N 46°16'15" E ALONG THE CENTER LINE OF LOFTON ROAD A DISTANCE OF 360.02 FT.; THENCE BEAR N 03°17'55" E, ALONG THE CENTER LINE OF LOFTON ROAD A DISTANCE OF 1745.63 FT.; THENCE BEAR S 89°28'36" E, A DISTANCE OF 50.01 FT. TO THE EAST R/W LINE OF LOFTON ROAD, AND THE P.O.B.; THENCE BEAR N 03°17'55" E ALONG THE SAID EAST R/W LINE OF LOFTON ROAD A DISTANCE OF 660.00 FT.; THENCE BEAR S 89°28'36" E, A DISTANCE OF 644.80 FT.; THENCE BEARS 00°31'24" W, A DISTANCE OF 659.22 FT.; THENCE BEAR N 89°28'36" W, A DISTANCE OF 676.75 FT. TO THE P.O.B.



Hydrology, Geology, Civil Environmental Engineering

547 N. Monroe St., Suite 201
Tallahassee, Florida 32301
Phone : 850/222-3975

Dixie Ranch West Grazing Kissimmee Lands

Significant Natural Area Planning Map (SNA)

FIGURE 1

PROJECT 0378-124

EXHIBIT C

Florida Department of Agriculture and Consumer Services

WILTON SIMPSON
COMMISSIONER

RURAL AND FAMILY LANDS PROTECTION PROGRAM
EASEMENT MONITORING FORM

Sections 570.70 and 570.71, F.S.; Rule 5I7.014, F.A.C

CONSERVATION EASEMENT PROJECT: ____________________ ACRES: __________

FDACS CONTRACT #: ____________________ COUNTY: __________

LANDOWNER(S)/REPRESENTATIVE(S): ____________________

MONITOR: ____________________ MONITORING DATE: __________

MONITORING ASSISTANCE (IF ANY) /NAME: ____________________ AGENCY: __________

MONITORING ASSISTANCE (IF ANY) /NAME: ____________________ AGENCY: __________

PURPOSE OF MONITORING SITE INSPECTION:

- DOCUMENT COMPLIANCE WITH THE TERMS OF THE CONSERVATION EASEMENT
- ASSURE PROPERTY IS ENROLLED IN AND GRANTOR IS IMPLEMENTING ALL APPLICABLE BEST MANAGEMENT PRACTICES (BMPS)
- OUTLINE THE ACTIVITIES ON THE PROPERTY DURING PRECEDING YEAR(S)
- REVIEW ANY PROPOSED ACTIVITIES TO ASSURE COMPLIANCE WITH THE TERMS OF THE CONSERVATION EASEMENT

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

A.	Has there been any timber harvesting on the property? If so, on how many acres? _____ Using what harvest type? ______ Was the harvesting in a Significant Natural Area (SNA)? If so, was the grantor contacted? Was cypress harvested?
B.	Has there been any use of the property which would impair or destroy SNAs?
C.	Has there been any construction in SNAs? Has there been any improvements to SNA? Has there been any conversion of SNAs?
D.	Has there been any conversion of forested areas, to non-forested areas?
E.	Has there been any conversion of areas not in improved pasture, to improved pasture?
F.	Has there been any dumping of trash, solid or liquid waste, or toxic or hazardous substances on the property?

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

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

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

PHOTOGRAPHIC DOCUMENTATION: (Provide photos representative of major agricultural land uses and/or physical changes since last monitoring inspection. The Photo Location Map and other pictures (pics) must be printed and attached to final Monitoring Report.)

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

LANDOWNER REMARKS

A.	Comments about the program:
B.	Requests/Questions:

MONITOR REMARKS

A.	General observations:
B.	Describe response taken by landowner to actions requested during last site inspection: 1. 2. 3.
C.	Is the Grantor or their representative charged with any follow-up or corrective action, based on the current site inspection? 1. 2. 3.
D.	Is the Baseline Documentation Report adequate for future monitoring? Y / N If not, why?

REPORT REVIEW AND ACCEPTANCE

Purpose of Monitoring Report Review:

To assure the site inspection complies with all monitoring requirements.

To affirm the property is enrolled in, and land managers are implementing, all applicable BMPs.

To affirm all land management activities are consistent with the terms and conditions of the CE.

To review landowners' response to any requested follow-up or corrective action from **previous site inspection(s).**

To affirm review any newly requested actions or activities proposed **current site inspection** to comply with the CE requirements.

To review any suggested updates to the property's baseline inventory, for purposes of the Baseline Documentation Report.

A.	Has a site inspection been performed? Were all pertinent monitoring specifications completed?
B.	Were all conditions/activities/management strategies observed during the site inspection consistent with the terms of the CE? If not, complete section "D" below.
C.	Did the landowner or their representative remedy the activities or conditions identified during the previous site inspection? Has their response been acceptable? If not, why?
D.	Is the follow-up/corrective action charged to the landowner reasonable and consistent with the terms and conditions of the CE?
E.	If the site monitor suggested updates to the property's Baseline Documentation Report, are those suggestions reasonable and consistent with the terms and conditions of the CE?

By signing below, the preparer and the RFLPP Director acknowledges receipt of monitoring report and accepts its findings, including any corrective actions documented in this report.

	PRINT NAME	SIGNATURE	DATE
PREPARER			
RFLPP DIRECTOR			

SITE MONITORING ACKNOWLEDGEMENT

EASEMENT PROJECT: ______________________________ ACRES: _______

FDACS CONTRACT #: ______________________________ COUNTY: __________

On ___________________________, 20 _______ a Rural and Family Lands Protection Program agricultural easement monitoring visit occurred on the above listed property.

Landowner/Representative

____
Name (print)

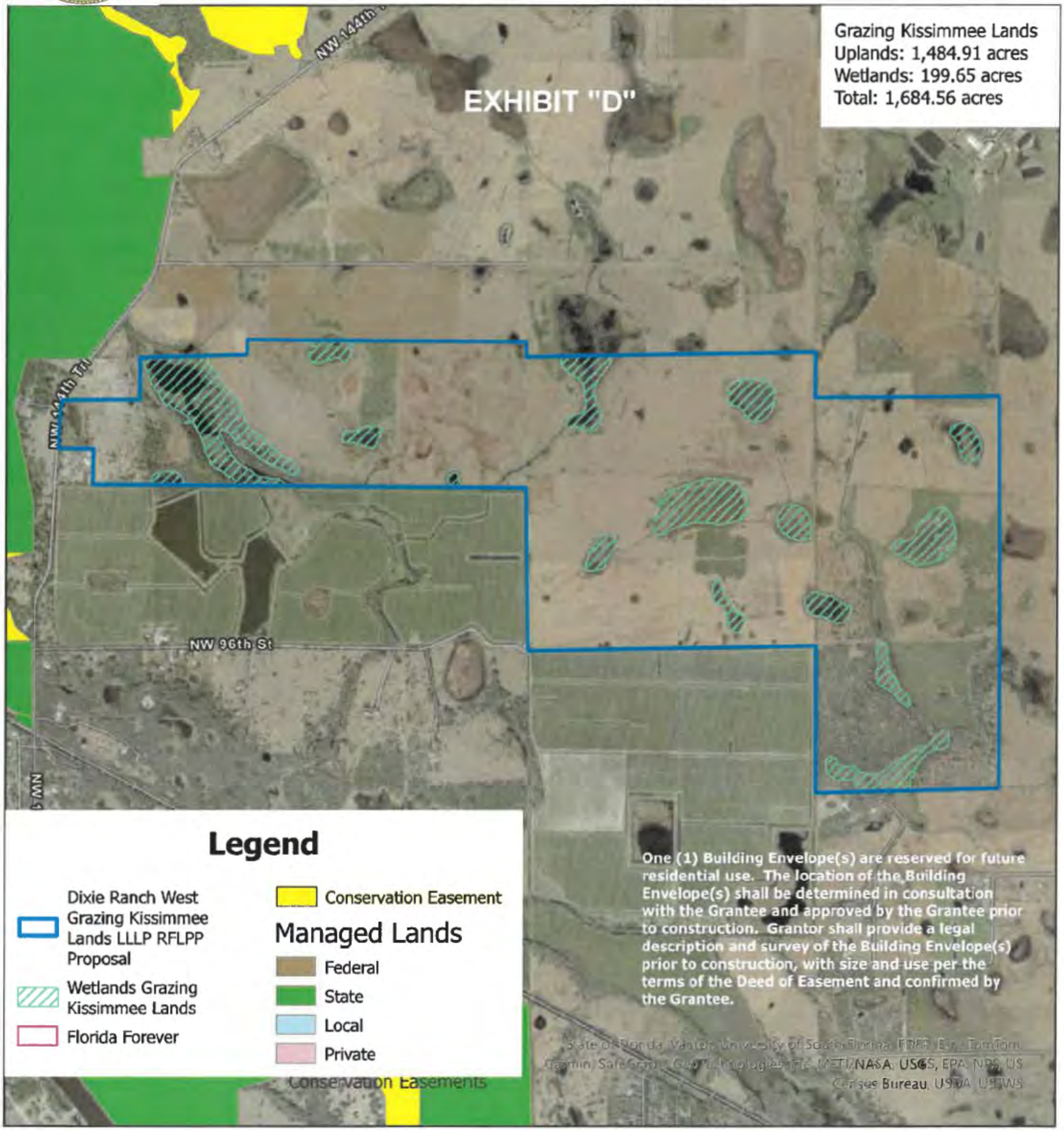
____
Signature

Monitor

____
Name (print)

____
Signature

Rural and Family Lands Protection Program
Dixie Ranch West
Grazing Kissimmee Land, LLLP
Okeechobee County, Florida



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

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

Before me, the undersigned authority, personally appeared Louis E. Larson, Jr., ("affiant"), this 18th day of May, 2026 who, first being duly sworn, deposes and says:

1) That affiant is the General Partner of Grazing Kissimmee Land, LLLP, a Florida limited partnership, as "Seller", whose address is 10,000 US Highway 98 North, Okeechobee, Florida 34972, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

Name	Address	Interest
Grace Larson (Spouse)	10,000 US Hwy 98 N Okeechobee	10%
Ginger Hall (Daughter)	4731 SE 33rd St Ocala Fl 34480-6376	80%
Louis E. Larson, Jr.	10,000 US HWY 98 N Okeechobee	10%

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: **(if non-applicable, please indicate "None" or "Non-Applicable")**

Name	Address	Reason for Payment	Amount
Dean Saunders	Lakeland Fl.	Real Estate Commission	3.5%
Peterson + Myers	Winter Haven Fl	Attorney Fees	TBA

REVISED 3/29/23

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: **(if non-applicable, please indicate "None" or "Non-Applicable")**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
Irene Lofton Estate	Apr. 2025	Purchase 500±Ac.	$3,509,000 +

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

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

Louis E. Larson, Jr.

STATE OF Florida)
)
COUNTY OF Okeechobee)

SWORN TO (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 18th day of May 2026, , by Louis E. Larson, Jr. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

KRISTIE MATHEY DEMEDICIS
MY COMMISSION # HH 639301
EXPIRES: May 16, 2029

Notary Public
Kristie Mathey Demedicis
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: HH 639301
My Commission Expires: 05/16/2029

REVISED 3/29/23

ADDENDUM

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

Before me, the undersigned authority, personally appeared Grace Anne Larson, ("affiant"), this 18th day of May, 2026, who, first being duly sworn, deposes and says:

1) That affiant is the General Partner of Grazing Kissimmee Land, LLLP, a Florida limited partnership, as "Seller", whose address is 10,000 US Highway 98 North, Okeechobee, Florida 34972, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

Name	Address	Interest
Louis E Larson, Jr. (spouse)	10,000 US Hwy 98 N Okeechobee, FL 34972	10%
Ginger Hall (daughter)	4731 SE 33rd St. Ocala, FL 34480-6376	80%
Grace Larson	10,000 US HWY 98 N Okeechobee, FL 34972	10%

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive <u>real estate commissions, attorney's or consultant's fees or any other fees or other benefits</u> incident to the sale of the Property are: **(if non-applicable, please indicate "None" or "Non-Applicable")**

Name	Address	Reason for Payment	Amount
Dean Saunders	Lakeland, FL	Real Estate Commission	3.5%
Peterson + Myers	Winter Haven, FL	Attorney Fees	TBD

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: **(if non-applicable, please indicate "None" or "Non-Applicable")**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
Irene Lofton Estate	April 2025	Purchase 500±Ac.	$3,500,000±

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

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

Grace Anne Larson

Grace Anne Larson

STATE OF Florida)
)
COUNTY OF Okeechobee)

SWORN TO (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 18th day of May 2026 , , by Grace Anne Larson. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

KRISTIE MATHEY DEMEDICIS
MY COMMISSION # HH 639301
EXPIRES: May 16, 2029

Kristie Mathey Demedicis
Notary Public
Kristie Mathey Demedicis
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: HH 639301
My Commission Expires: 05/16/2029

REVISED 3/29/23

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
GRAZING KISSIMMEE LAND, LLLP
a Florida limited partnership

BY: Louis E. Lars
Louis E. Larson, Jr., General Partner

BY: Grace Anne Larson
Grace Anne Larson, General Partner

May 18, 2026
Date Signed by Seller

Phone No. 863-634-9204
8 a.m. – 5 p.m.

BUYER

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
BY FLORIDA FOREST SERVICE OF THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

BY: ______________________
NAME: ______________________
AS ITS: ______________________

____
Date signed by Buyer

APPRAISAL REVIEW

FAMILY TREE ENTERPRISES RANCH

CONSERVATION EASEMENT

OKEECHOBEE COUNTY, FLORIDA

P.O. NO: S-4200-N2748

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

To:	Amy Phillips Land Program Coordinator Rural and Family Lands Protection Program Florida Department of Agriculture and Consumer Services
Client of Review:	Rural and Family Lands Protection Program (RFLPP) Florida Department of Agriculture and Consumer Services
Intended User of Review:	Florida Department of Agricultural and Consumer Services, Rural and Family Lands Protection Program (FDACS/RFLPP), the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the United States Department of Defense-Avon Park Air Force Range.
Intended Use of Review:	Compliance with UASFLA, USPAP & SASBOT

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

Date: April 22, 2026

Project Information:

Richards Appraisal File Number	1491
Parcel Name	Family Tree Enterprises Ranch
Project Name	FDACS-RFLPP-Family Tree Ranch. CE
Location	Okeechobee County, Florida
Effective Date of Appraisals	March 24, 2026

Summary of Review

Pursuant to your request, I have reviewed two individual appraisal reports on the Family Tree Enterprises Ranch Conservation Easement located in Okeechobee 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. Philip M. Holden, MAI of S.F. Holden, Inc. I have determined after review of the reports and some minor changes to each appraisal that they are acceptable as submitted.

The String report is dated April 22, 2026. The Holden report is also dated April 22, 2026. Both appraisals have a valuation date of March 24, 2026. The value indications for the proposed conservation easement reflected by each appraiser were:

(1) Joseph S. String, MAI	**$6,375,000**
(2) Philip M. Holden, MAI	**$6,054,000**

In the reviewer's opinion the appraisal reports were completed substantially in conformance with UASFLA (Yellow Book) and USPAP with the exception of the jurisdictional exception of not reporting exposure time which is a USPAP requirement. The reports were well documented, and reflected reasonable value indications for the impact of the proposed subject Conservation Easement. The appraisers submitting the appraisals consider the reports to be "appraisal reports" according to USPAP. The 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 client is the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program. The intended users of this appraisal are the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the United States Department of Defense-Avon Park Air Force Range 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. The appraisers and reviewer have all appraised, and/or reviewed in the case of the reviewer, numerous agricultural properties throughout the State of Florida including those utilized for agriculture and recreation. All have a level of competence due to experience as well as professional designations and state certifications. This client and many state and federal agencies have been the client of the reviewer in numerous similar assignments.

The UASFLA appraisal standards require the appraisers to identify the larger parcel. In this case the Conservation Easement parcel is a 1,312.10-acre portion of a 1,345.44-acre Larger Parcel located on the east side of NW 144th Trail (Lofton Road) in a rural area of unincorporated central Okeechobee County approximately 12 miles north of the City of Okeechobee, Florida. The larger parcel has been determined to be the entire ownership parcel of which the proposed conservation easement is a part of with the exception of an attached small parcel on the north boundary and a small homestead located on Lofton Road both of which have a non-integrated Highest and Best Use of rural residential use. This includes 33.34 acres of outparcels (2.48% of total Larger Parcel) not included in the conservation easement area.

This larger parcel determination is based on the traditional three tests of contiguity, unity of ownership and unity of highest and best use. In this case the Conservation Easement is proposed for 1,312.10 acres of the subject total Larger Parcel which is 1,345.44 acres.

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

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 majority of the subject Larger Parcel. 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 Market Value of the Larger Parcel and the Market Value of the Larger Parcel after acquisition of the Conservation Easement, the difference being the Impact on Value due to the proposed Conservation Easement.

Statement of Ownership and Property History

The subject is currently titled as:

Family Tree Enterprises, LLLP
10000 US Highway 98
Okeechobee, Florida 34972

Yellow Book requires the appraiser to report all transactions involving the subject in the last ten years. There have been no arm's length sales or listings of the subject property noted in the last ten years.

Property Description

This appraisal assignment encompasses a contiguous tract containing acreage of 1,312.10 acres which are part of a larger commonly owned ranch parcel containing approximately 1,345.44 acres known as the Family Tree Enterprises Ranch. The ranch is located on the east side of NW 144th trail in a rural area of West Central Okeechobee County, Florida. Legal and physical access to the subject is via about one mile of frontage on NW 144th Trail (Lofton Road) along the western boundary.

The Larger Parcel contains 1,345.44 acres and includes approximately 33.34 acres that are to be retained in fee simple ownership. While there are other similarly titled properties associated with this ownership they were eliminated from the Larger Parcel due to a non-integrated Highest and Best Use. The reviewer is in agreement with this Larger Parcel determination.

The appraisal problem encompasses estimating the impact on value of a proposed conservation easement on 1,312.10 acres of the subject Larger Parcel. According to mapping provided by the client, the subject contains approximately 1,076.71 acres of uplands (83%) and approximately 235.39 acres of wetlands (17%). Otherwise, the ranch contains a mosaic of improved pasture areas, minor unimproved pasture and scattered wet depressions.

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 subject parcel has a relatively level topography as is common in this area of Okeechobee County, Florida with elevations ranging from about 35 to 39 feet above sea level.

The title insurance policy refers to an older OGM lease which was dated from 1953. These reservations are older and the access has likely not been preserved due to the Marketable Record Title Act (MRTA) which bars the right of entry. The appraisers opined that there is no impact on value.

The subject property is found on Okeechobee County FEMA Flood Panels 12093C0375C and 12093C400C dated July 16, 2015. Approximately 60% in Flood Zone “X” and 40% is in Flood Zone “A.”

The subject Larger Parcel is improved with typical ranching improvements such as gates, fences, cross fences, interior ranch roads and trails, ditches, culverts, water holes, cattle pens, wells, etc.

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 a zoning designation of “A” Agricultural by Okeechobee County. The subject has a land use classification of Agriculture by Okeechobee County. This classification allows virtually all facets of agricultural uses. The predominant zoning and land use density permitted by Okeechobee County is one dwelling unit per ten acres of land area when considering the current paved access.

In addition to zoning the subject larger parcel is located within the buffer zone of the Avon Park Air Force Range Military Operations Area. The zone addresses compatibility issues related to blast noise, low level flight training and areas where night vision training is conducted. This added layer of restriction is focused on limiting density, object heights and nighttime light encroachment.

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 as a working cattle ranch with limited recreation use with potential to benefit from ecosystem market services and with long term potential for rural residential development 40± years hence.

Mr. Holden concluded that the Highest and Best Use for the subject would be for Agricultural use, engaging in cattle grazing with potential for large tract rural residential/recreational use in keeping with the allowed and appropriate uses and market demand.

After

Mr. String concluded that the Highest and Best Use for the subject, as encumbered, would be essentially limited to continued agriculture as a working cattle ranch and limited recreation with potential benefit from ecosystem market services and the right to one residential entitlement not to exceed 15,000-square foot of impervious surface on a ten-acre envelope. There can be no mining and no subdivision.

Mr. Holden concluded that the Highest and Best Use for the subject would be limited to continued use for cattle grazing along with recreational activities, rights to convert to other agricultural uses, residential use limited to one single residential structure on a 10-acre envelope with no splits permitted. The 33.34 acres in two fee cut-outs are currently in agricultural use (grazing), these unencumbered areas retain all typical fee simple uses available to the market.

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 loss of 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 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 UASFLA (Yellow Book) and USPAP with the exception of the jurisdictional exception of not reporting exposure time (which is only a USPAP requirement). The reports are substantially in conformance with the requirements of the Florida Department of Agriculture and Consumer Services Rural and Family Lands Protection Program (FDACS/RFLPP).

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 acreage 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. Holden analyzed five comparable sales to contrast to the subject. The appraisers had three commonly utilized sales in this effort.

In the after scenario the appraisers contrasted the subject property to a set of comparable sales encumbered with conservation easements. Due to the limited number of sales meeting these criteria the sale search had to be expanded for this property type. In estimating the value for the subject as encumbered the appraisers analyzed sales of agricultural properties offering similar locational attributes and highest and best use characteristics similarly encumbered by conservation easements. Mr. String analyzed four comparable sales in his effort and Mr. Holden analyzed three comparable sales to contrast to the subject. The appraisers had two 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. Holden 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	Okeechobee	Okeechobee	Highlands	Okeechobee	DeSoto
Sale Date	N/A	Apr 2025	Nov 2024	Jan 2024	Jul 2025
Price/Ac	N/A	$6,962	$8,004	$8,300	$10,000
Size/Ac	1,345.44	555.98	1,249.38	1,164.14	486.00
Upland %	83%	86%	94%	85%	69%
Overall Rating	N/A	Inferior	Slightly Inferior	Slightly Inferior	Slightly Superior

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

The sales analyzed for the subject parcel have sale dates ranging from January 2024 to July 2025. 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 $6,962 to $10,000 per acre.

Mr. String has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as conditions of sale, financing, motivation, market conditions, location, access, size, upland percentage, zoning/FLU, military influence 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 $8,500 to $9,500 per acre with no more reason to believe it near the low or high end of the range. Mr. String concludes at a value of $9,000 per acre. This equates to a final indication of $9,000 per acre times 1,345.44 acres; or $12,108,960 which is rounded to $12,100,000.

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	Okeechobee	Highlands	Polk	Polk	Okeechobee
Sale Date	N/A	Jan 2023	Nov 2024	June 2024	Sep 2025
Price/Ac	N/A	$2,712	$3,497	$3,997	$5,013
Size/Ac	1,345.44	1,069.20	1,112.73	1,208.64	758.05
Upland %	83%	75%	82%	77%	75%
Overall Rating	N/A	Inferior	Inferior	Slightly Inferior	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, Polk, and Okeechobee Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from June 2024 to September 2025. The sales selected are all agricultural properties with similar highest and best use characteristics and are actually encumbered by perpetual conservation easements. The comparable sales selected and analyzed by Mr. String are considered to be reasonably good indicators of value for the subject. These sales reflect a range from $2,712 to $5,013 per acre.

Mr. String has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as conditions of sale, financing, motivation, market conditions, 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 an index price between $4,000 and $5,000 per acre is reasonable, with perhaps more reason to believe it near the lower end of the range with some consideration given to sale 1. Mr. String concludes at a value of $4,250 per acre times 1,345.44 acres; or $5,718,120 which is rounded to $5,725,000.

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	$12,100,000
Total Value After	$ 5,725,000
Value of Easement	$ 6,375,000

Holden Appraisal

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5
County	Okeechobee	Okeechobee	Okeechobee	Okeechobee	Highlands	Okeechobee
Sale Date	N/A	Jul & Aug 2025	Aug 2025	Jan 2024	Nov 2024	Apr 2025
Price/Ac	N/A	$12,463	$9,747	$8,300	$8,004	$6,962
Size/Ac	1,345.44	2,278	2,359.72	1,164.14	1,249.30	555.98
Upland %	82%	89%	92%	85%	94%	86%
Overall Rating	N/A	Superior	Superior	Inferior	Inferior	Inferior

Mr. Holden analyzed the five tabulated sales above for the purpose of estimating the value of the subject before placing the conservation easement on the property. The comparables are located in Highlands and Okeechobee Counties, Florida.

The sales analyzed and adjusted for the subject parcel have sale dates ranging from January 2024 to August 2025. The comparable sales selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. Holden are considered to be good indicators of value for the subject. These sales reflect a range from $6,962 to $12,463 per acre.

Mr. Holden has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as interest conveyed, conditions of sale, market conditions, location, size/shape, access/exposure, topography/site improvements, building improvements and zoning/land use. 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. Holden recognized the refined range of from $8,300 per acre as indicated by inferior rated sale 3 and $9,747 per acre as indicated by superior rated sale 2. As such, a conclusion is reached at $9,000 per acre. This equates to a final indication of 1,345.44 acres times $9,000 per acre; or $12,108,960 which is rounded to $12,109,000.

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3
County	Okeechobee	Okeechobee	Okeechobee	Polk
Sale Date	N/A	Oct 2025	Sep 2025	Nov 2024
Price/Ac	N/A	$5,451	$5,013	$3,497
Size/Ac	1,345.44	1,471.24	758.05	1,112.73
Upland %	88%	89%	75%	82%
Overall Rating	N/A	Superior	Similar	Very Inferior

Mr. Holden analyzed the three 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 Okeechobee and Polk Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from November 2024 to October 2025. 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. Holden are considered to be good indicators of value for the subject. These sales reflect a range from $3,497 to $5,451 per gross acre.

Mr. Holden has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as interest conveyed, conditions of sale, market conditions, location, size, access/exposure, topography and site improvements, building improvements and permitted uses. 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. Holden brackets the subject between the indications from very inferior rated Sale 3 at $3,497 per acre and similar rated Sale 2 at $5,013 per acre. He concludes at a final value of $4,500 per acre. This equates to a final indication of 1,345.44 acres times $4,500 per acre; or $6,054,480 which is rounded to $6,055,000.

Mr. Holden'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	$12,109,000
Total Value After	$ 6,055,000
Value of Easement	$ 6,054,000

Conclusions

Overall, the reviewer found the reports to be reasonably well supported and reasonable leading the reader to similar conclusions. The reports reflected a reasonable range of conclusions to value offering a variance of 5.30%. The appraisers arrived at a reasonable and supported conclusion regarding the highest and best use of the subject larger parcel both before and after acquisition of the proposed Conservation Easement. Furthermore, the appraisers have contrasted the subject to sales of a similar highest and best use both before and after that are all subject to similar market conditions. As such, the reports are considered acceptable and approvable as amended.

The **client** of the appraisal and this review is the Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program (DACS/RFLPP). The **intended users** of these appraisal reports are the Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program (DACS/RFLPP, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the United States Air Force. The **purpose of the appraisal** was to estimate the market value of the subject property larger parcel before and after acquisition of the proposed Conservation Easement, the difference attributable to the impact of the proposed Conservation Easement. The intended use of the appraisals was to serve as a basis for potential acquisition of a conservation easement by the Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, (DACS/RFLPP).

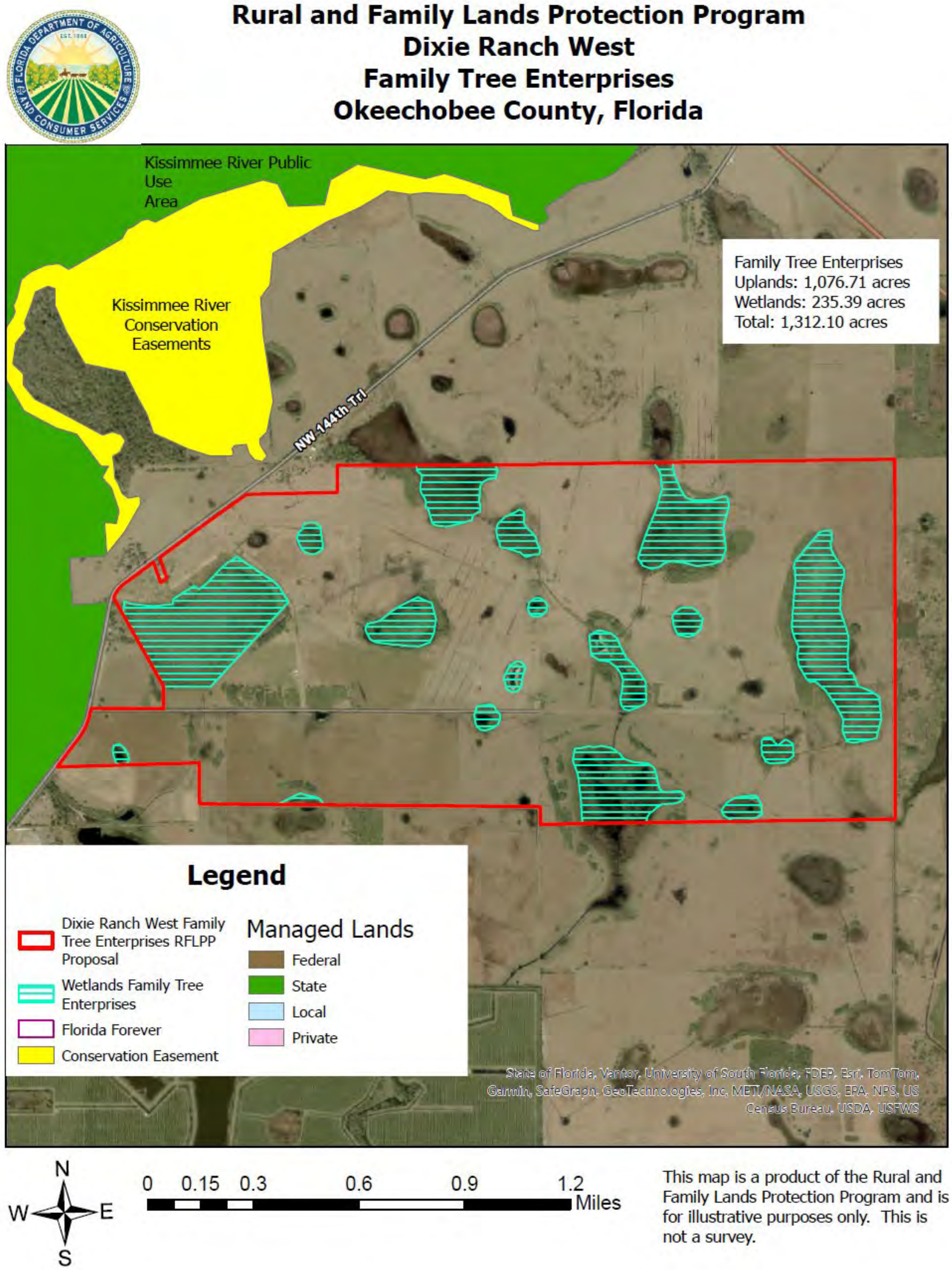
The reviewer has completed a **field and technical review** of the above referenced appraisals. The Purpose of the Review is to form an opinion as to the completeness and appropriateness of the methodology and techniques utilized to form an opinion as to the impact on value due to the proposed Conservation Easement.

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

Acceptance of Appraisals

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

Aerial Map-Conservation Easement Area



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American Society of Appraisers
ASA
The International Society of Professional Valuers

Certificate of Completion

Thomas G. Richards, MAI

has successfully completed the

Valuation of Conservation Easements Certificate Program

on January 18, 2008 .

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

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

John D. Willey, FASA, President, ASA

Land Trust Alliance
Together, conserving the places you love

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

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

Certification

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

1. The facts and data reported by the review appraiser and used in the review process are true and correct.

2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions and conclusions.

3. I have no present or prospective interest in the property that is the subject of this review and I have no personal interest or bias with respect to the parties involved.

4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of this review report.

5. My analyses, opinion, and conclusions are developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

6. My analyses, opinion, and conclusions are developed and this review report was prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and with the Supplemental Standards for the Board of Trustees Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2016.

7. The appraisals reviewed are in substantial compliance with USPAP, SASBOT 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 22, 2026
Date

APPRAISAL REVIEW

GRAZING KISSIMMEE RANCH

CONSERVATION EASEMENT

OKEECHOBEE COUNTY, FLORIDA

P.O. NO: S-4200-N2748

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

To:	Amy Phillips Land Program Coordinator Rural and Family Lands Protection Program Florida Department of Agriculture and Consumer Services
Client of Review:	Rural and Family Lands Protection Program (RFLPP) Florida Department of Agriculture and Consumer Services
Intended User of Review:	Florida Department of Agricultural and Consumer Services, Rural and Family Lands Protection Program (FDACS/RFLPP), the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the United States Department of Defense-Avon Park Air Force Range.
Intended Use of Review:	Compliance with UASFLA, USPAP & SASBOT

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

Date: April 27, 2026

Project Information:

Richards Appraisal File Number	1491a
Parcel Name	Grazing Kissimmee Ranch
Project Name	FDACS/RFLPP-Grazing Kissimmee Ranch.
Location	Okeechobee County, Florida
Effective Date of Appraisals	March 24, 2026

Summary of Review

Pursuant to your request, I have reviewed two individual appraisal reports on the Grazing Kissimmee Ranch Conservation Easement located in Okeechobee 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. Philip M. Holden, MAI of S.F. Holden, Inc. I have determined after review of the reports and some minor changes to each appraisal that they are acceptable as submitted.

The String report is dated April 27, 2026. The Holden report is dated April 25, 2026. Both appraisals have a valuation date of March 24, 2026. The value indications for the proposed conservation easement reflected by each appraiser were:

(1) Joseph S. String, MAI	**$7,400,000**
(2) Philip M. Holden, MAI	**$7,850,000**

In the reviewer's opinion the appraisal reports were completed substantially in conformance with UASFLA (Yellow Book) and USPAP with the exception of the jurisdictional exception of not reporting exposure time which is a USPAP requirement. The reports were well documented, and reflected reasonable value indications for the impact of the proposed subject Conservation Easement. The appraisers submitting the appraisals consider the reports to be "appraisal reports" according to USPAP. The 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 client is the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program. The intended users of this appraisal are the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the United States Department of Defense-Avon Park Air Force Range 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. The appraisers and reviewer have all appraised, and/or reviewed in the case of the reviewer, numerous agricultural properties throughout the State of Florida including those utilized for agriculture and recreation. All have a level of competence due to experience as well as professional designations and state certifications. This client and many state and federal agencies have been the client of the reviewer in numerous similar assignments.

The UASFLA appraisal standards require the appraisers to identify the larger parcel. In this case the Conservation Easement parcel is a 1,684.56-acre portion of a 1,744.14-acre Larger Parcel located on the east side of NW 144th Trail (Lofton Road) in a rural area of unincorporated central Okeechobee County approximately 12 miles north of the City of Okeechobee, Florida. The larger parcel has been determined to be the entire ownership parcel of which the proposed conservation easement is a part of with the exception of a couple of small parcels located on the west side of Lofton Road which have a non-integrated Highest and Best Use. This includes a 59.58 acre outparcel (3.42% of total Larger Parcel) not included in the conservation easement area.

This larger parcel determination is based on the traditional three tests of contiguity, unity of ownership and unity of highest and best use. In this case the Conservation Easement is proposed for 1,684.56 acres of the subject total Larger Parcel which is 1,744.14 acres.

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

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 majority of the subject Larger Parcel. 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 Market Value of the Larger Parcel and the Market Value of the Larger Parcel after acquisition of the Conservation Easement, the difference being the Impact on Value due to the proposed Conservation Easement.

<u>Statement of Ownership and Property History</u>

The subject is currently titled as:

Grazing Kissimmee Land, LLLP
10000 US Highway 98
Okeechobee, FL 34972

Yellow Book requires the appraiser to report all transactions involving the subject in the last ten years. There was a recent acquisition of a portion of the subject Larger Parcel that occurred in April 2025. The sale reflects a 555.98 acre portion of the subject which sold for $6,962 per acre. It is noteworthy to mention that the purchaser reported that the sale occurred "below market" after a contract that tied up the property for quite some time but fell apart. It was also reported that the property was in bad condition at the time of this prior sale. Both appraisers analyzed and included this prior sale in their appraisals. There were no other meaningful transfers to report.

<u>Property Description</u>

This appraisal assignment encompasses a contiguous tract containing acreage of 1,684.56 acres which are part of a larger commonly owned larger parcel containing approximately 1,744.14 acres known as the Grazing Kissimmee Ranch. The ranch is located on the east side of NW 144th trail in a rural area of West Central Okeechobee County, Florida. Legal and physical access to the subject is via just under one half mile of frontage on NW 144th Trail (Lofton Road) along the western boundary.

The Larger Parcel contains 1,744.14 acres and includes approximately 59.58 acres that are to be retained in fee simple ownership. While there are other similarly titled properties associated with this ownership they were eliminated from the Larger Parcel due to a non-integrated Highest and Best Use. The reviewer is in agreement with this Larger Parcel determination.

The appraisal problem encompasses estimating the impact on value of a proposed conservation easement on 1,684.56 acres of the subject Larger Parcel. According to mapping provided by the client, the subject contains approximately 1,544.49 acres of uplands (89%) and approximately 199.65 acres of wetlands (11%). Otherwise, the ranch contains a mosaic of improved pasture areas, palm hammocks and scattered wet depressions.

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 subject parcel has a relatively level topography as is common in this area of Okeechobee County, Florida with elevations ranging from about 35 to 40 feet above sea level.

The title insurance policy refers to an older OGM lease which was dated from 1953. These reservations are older and the access has likely not been preserved due to the Marketable Record Title Act (MRTA) which bars the right of entry. The appraisers opined that there is no impact on value.

The subject property is found on Okeechobee County FEMA Flood Panels 12093C0375C and 12093C400C dated July 16, 2015. Approximately 50% in Flood Zone "X" and 50% is in Flood Zone "A."

The subject Larger Parcel is improved with typical ranching improvements such as gates, fences, cross fences, interior ranch roads and trails, ditches, culverts, water holes, cattle pens, wells, etc. There is a covered area within the set of cattle pens and a small single family residence fronting US 98 on the northeast corner that is physically connected to the main body of the ownership by a narrow strip of land but the strip is not drivable by vehicle. The single family residence is reported to be in rough condition.

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 a zoning designation of "A" Agricultural by Okeechobee County. The subject has a land use classification of Agriculture by Okeechobee County. This classification allows virtually all facets of agricultural uses. The predominant zoning and land use density permitted by Okeechobee County is one dwelling unit per ten acres of land area when considering the current paved access.

In addition to zoning the subject larger parcel is located within the buffer zone of the Avon Park Air Force Range Military Operations Area. The zone addresses compatibility issues related to blast noise, low level flight training and areas where night vision training is conducted. This added layer of restriction is focused on limiting density, object heights and nighttime light encroachment.

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 as a working cattle ranch with limited recreation use with potential to benefit from ecosystem market services and with long term potential for rural residential development 40± years hence.

Mr. Holden concluded that the Highest and Best Use for the subject would be for Agricultural use, engaging in cattle grazing with potential for large tract rural residential/recreational use in keeping with the allowed and appropriate uses and market demand.

After

Mr. String concluded that the Highest and Best Use for the subject, as encumbered, would be essentially limited to continued agriculture as a working cattle ranch and limited recreation with potential benefit from ecosystem market services and the right to one residential entitlement not to exceed 15,000-square foot of impervious surface on a ten-acre envelope. There can be no mining and no subdivision.

Mr. Holden concluded that the Highest and Best Use for the subject would be limited to continued use for cattle grazing along with recreational activities, rights to convert to other agricultural uses, residential use limited to one single residential structure on a 10-acre envelope with no splits permitted. The 59.58 acre fee cut-out is currently in agricultural use (grazing), this unencumbered area retains all typical fee simple uses available to the market.

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 loss of 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 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 UASFLA (Yellow Book) and USPAP with the exception of the jurisdictional exception of not reporting exposure time (which is only a USPAP requirement). The reports are substantially in conformance with the requirements of the Florida Department of Agriculture and Consumer Services Rural and Family Lands Protection Program (FDACS/RFLPP).

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 acreage 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. Holden analyzed five comparable sales to contrast to the subject. The appraisers had three commonly utilized sales in this effort.

In the after scenario the appraisers contrasted the subject property to a set of comparable sales encumbered with conservation easements. Due to the limited number of sales meeting these criteria the sale search had to be expanded for this property type. In estimating the value for the subject as encumbered the appraisers analyzed sales of agricultural properties offering similar locational attributes and highest and best use characteristics similarly encumbered by conservation easements. Mr. String analyzed four comparable sales in his effort and Mr. Holden analyzed three comparable sales to contrast to the subject. The appraisers had two 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. Holden 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	Okeechobee	Okeechobee	Highlands	Okeechobee	DeSoto
Sale Date	N/A	Apr 2025	Nov 2024	Jan 2024	Jul 2025
Price/Ac	N/A	$6,962	$8,004	$8,300	$10,000
Size/Ac	1,744.14	555.98	1,249.38	1,164.14	486.00
Upland %	89%	89%	94%	85%	69%
Overall Rating	N/A	Inferior	Slightly Inferior	Similar	Slightly Superior

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

The sales analyzed for the subject parcel have sale dates ranging from January 2024 to July 2025. 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 $6,962 to $10,000 per acre.

Mr. String has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as conditions of sale, financing, motivation, market conditions, location, access, size, upland percentage, pasture condition, zoning/FLU, military influence 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 $8,000 to $9,000 per acre with no more reason to believe it near the low or high end of the range. Mr. String concludes at a value of $8,500 per acre. This equates to a final indication of $8,500 per acre times 1,744.14 acres; or $14,825,190 which is rounded to $14,825,000.

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	Okeechobee	Highlands	Polk	Polk	Okeechobee
Sale Date	N/A	Jan 2023	Nov 2024	June 2024	Sep 2025
Price/Ac	N/A	$2,712	$3,497	$3,997	$5,013
Size/Ac	1,744.14	1,069.20	1,112.73	1,208.64	758.05
Upland %	89%	75%	82%	77%	75%
Overall Rating	N/A	Inferior	Slightly Inferior	Slightly Inferior	Similar

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, Polk, and Okeechobee Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from January 2023 to September 2025. The sales selected are all agricultural properties with similar highest and best use characteristics and are actually encumbered by perpetual conservation easements. The comparable sales selected and analyzed by Mr. String are considered to be reasonably good indicators of value for the subject. These sales reflect a range from $2,712 to $5,013 per acre.

Mr. String has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as conditions of sale, financing, motivation, market conditions, 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 an index price between $4,000 and $5,000 per acre is reasonable, with perhaps more reason to believe it near the lower end of the range. Mr. String concludes at a value of $4,250 per acre times 1,744.14 acres; or $7,412,595 which is rounded to $7,425,000.

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	$14,825,000
Total Value After	$ 7,425,000
Value of Easement	$ 7,400,000

Holden Appraisal

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5
County	Okeechobee	Okeechobee	Okeechobee	Okeechobee	Highlands	Okeechobee
Sale Date	N/A	Jul & Aug 2025	Aug 2025	Jan 2024	Nov 2024	Apr 2025
Price/Ac	N/A	$12,463	$9,747	$8,300	$8,004	$6,962
Size/Ac	1,744.14	2,278	2,359.72	1,164.14	1,249.30	555.98
Upland %	89%	89%	92%	85%	94%	86%
Overall Rating	N/A	Superior	Superior	Inferior	Inferior	Inferior

Mr. Holden analyzed the five tabulated sales above for the purpose of estimating the value of the subject before placing the conservation easement on the property. The comparables are located in Highlands and Okeechobee Counties, Florida.

The sales analyzed and adjusted for the subject parcel have sale dates ranging from January 2024 to August 2025. The comparable sales selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. Holden are considered to be good indicators of value for the subject. These sales reflect a range from $6,962 to $12,463 per acre.

Mr. Holden has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as interest conveyed, conditions of sale, market conditions, location, size/shape, access/exposure, topography/site improvements, building improvements and zoning/land use. 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. Holden recognized the refined range of from $8,300 per acre as indicated by inferior rated sale 3 and $9,747 per acre as indicated by superior rated sale 2. As such, a conclusion is reached at $9,000 per acre. This equates to a final indication of 1,744.14 acres times $9,000 per acre; or $15,697,260 which is rounded to $15,700,000.

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3
County	Okeechobee	Okeechobee	Okeechobee	Polk
Sale Date	N/A	Oct 2025	Sep 2025	Nov 2024
Price/Ac	N/A	$5,451	$5,013	$3,497
Size/Ac	1,744.14	1,471.24	758.05	1,112.73
Upland %	89%	89%	75%	82%
Overall Rating	N/A	Superior	Similar	Very Inferior

Mr. Holden analyzed the three 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 Okeechobee and Polk Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from November 2024 to October 2025. 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. Holden are considered to be good indicators of value for the subject. These sales reflect a range from $3,497 to $5,451 per gross acre.

Mr. Holden has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as interest conveyed, conditions of sale, market conditions, location, size, access/exposure, topography and site improvements, building improvements and permitted uses. 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. Holden brackets the subject between the indications from very inferior rated Sale 3 at $3,497 per acre and similar rated Sale 2 at $5,013 per acre. He concludes at a final value of $4,500 per acre. This equates to a final indication of 1,744.14 acres times $4,500 per acre; or $7,848,630 which is rounded to $7,850,000.

Mr. Holden'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	$15,700,000
Total Value After	$ 7,850,000
Value of Easement	$ 7,850,000

Conclusions

Overall, the reviewer found the reports to be reasonably well supported and reasonable leading the reader to similar conclusions. The reports reflected a reasonable range of conclusions to value offering a variance of 6.08% The appraisers arrived at a reasonable and supported conclusion regarding the highest and best use of the subject larger parcel both before and after acquisition of the proposed Conservation Easement. Furthermore, the appraisers have contrasted the subject to sales of a similar highest and best use both before and after that are all subject to similar market conditions. As such, the reports are considered acceptable and approvable as amended.

The **client** of the appraisal and this review is the Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program (DACS/RFLPP). The **intended users** of these appraisal reports are the Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program (DACS/RFLPP, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the United States Air Force. The **purpose of the appraisal** was to estimate the market value of the subject property larger parcel before and after acquisition of the proposed Conservation Easement, the difference attributable to the impact of the proposed Conservation Easement. The intended use of the appraisals was to serve as a basis for potential acquisition of a conservation easement by the Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, (DACS/RFLPP).

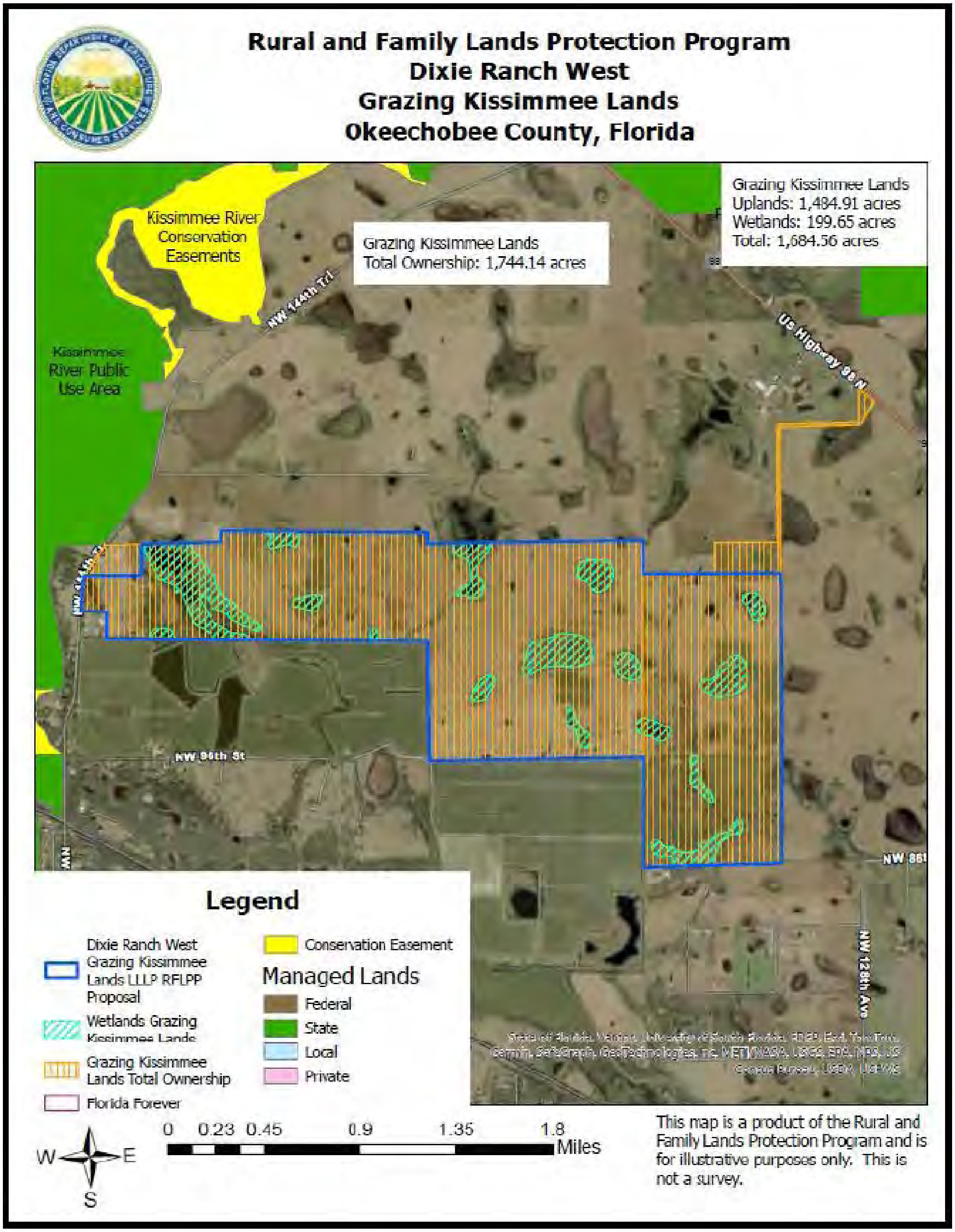
The reviewer has completed a **field and technical review** of the above referenced appraisals. The Purpose of the Review is to form an opinion as to the completeness and appropriateness of the methodology and techniques utilized to form an opinion as to the impact on value due to the proposed Conservation Easement.

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

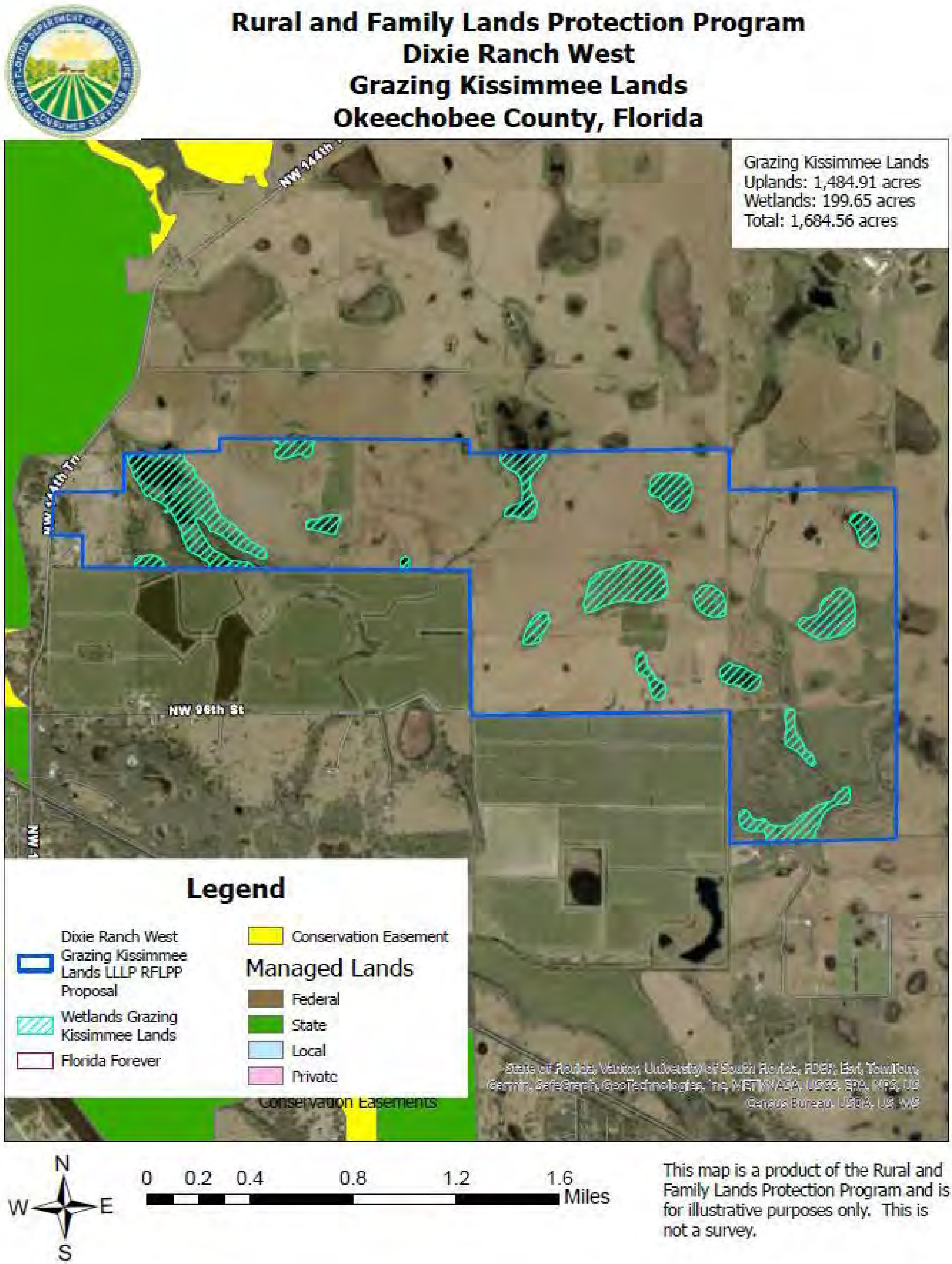
Acceptance of Appraisals

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

Aerial Map-Larger Parcel Area



Aerial Map-Conservation Easement Area



Documentation of Competence

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ASA
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Certificate of Completion

Thomas G. Richards, MAI

has successfully completed the

Valuation of Conservation Easements Certificate Program

on January 18, 2008 .

Terry R. Dunkin, MAI, SRA, 2007 President, Appraisal Institute	Ray L. Brownfield, AFM, ARA, President, ASFMRA	John D. Willey, FASA, President, ASA

Land Trust Alliance
Together, conserving the places you love

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

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

Certification

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

1. The facts and data reported by the review appraiser and used in the review process are true and correct.

2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions and conclusions.

3. I have no present or prospective interest in the property that is the subject of this review and I have no personal interest or bias with respect to the parties involved.

4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of this review report.

5. My analyses, opinion, and conclusions are developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

6. My analyses, opinion, and conclusions are developed and this review report was prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and with the Supplemental Standards for the Board of Trustees Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2016.

7. The appraisals reviewed are in substantial compliance with USPAP, SASBOT 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	April 27, 2026
St. Cert. Gen. Appraiser RZ 574	Date

ENCROACHMENT MANAGEMENT AGREEMENT

BETWEEN

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, through the FLORIDA FOREST SERVICE

AND

UNITED STATES OF AMERICA

CONCERNING

Installation Encroachment Management Plan in the vicinity of AVON PARK AIR FORCE RANGE

Authority: 10 U.S.C § 2684a

In accordance with 10 USC 2684a, this Encroachment Management Agreement, including all attachments herein, hereinafter the "Agreement", is entered into between the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE AIR FORCE** or his or her authorized delegate, hereinafter called the "**Air Force**", and **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, through the FLORIDA FOREST SERVICE ("FDACS")**, hereinafter called the "**Eligible Entity**" or FDACS. The Air Force and FDACS are sometimes collectively referred to herein as the "**Parties**" and individually as the "**Party**".

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ARTICLES

ATTACHMENTS

ARTICLE 1 - AUTHORITY

This Agreement is executed under authority of 10 U.S.C. § 2684a. If any term, or interpretation of a term, conflicts with 10 U.S.C. § 2684a, as amended, or other statutes applicable to this Agreement, the statutory requirements prevail as provided under Article 2, and the term or its interpretation is unenforceable. Thus, it is incumbent upon both Parties to understand and comply with such laws in performance and execution of this Agreement.

ARTICLE 2 – ORDER OF PRECEDENCE

2.1. This Agreement is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this Agreement shall be resolved according to the following order of precedence:

2.1.1. The federal statutes authorizing this payment or any other federal statutes directly affecting performance of this Agreement, particularly, 10 U.S.C. § 2684a.

2.1.2. In case of disagreement with any terms or conditions under this Agreement, the Eligible Entity shall contact the Project Manager (as defined in Section 3.25) in order to resolve the issue. The Eligible Entity shall not proceed with any acquisitions or accept any payments until the issue is resolved.

ARTICLE 3 – GENERAL DEFINITIONS

3.1. <u>Acquisition Costs</u>: The total cost of the Real Property Interest(s) acquired, including the agreed sales price, including a down payment/deposit but only if creditable to the sales price, and Allowable Transaction Costs as defined herein. It does not include any lump sum payments that may be authorized to be paid for Natural Resources Management, Monitoring, and Enforcement cost(s), as that term is defined herein, or general easement monitoring and management.

3.2. <u>Air Force</u>: The Air Force is a branch of the armed services, as defined in 10 U.S.C. § 9011, authorized to receive and obligate appropriated funds under 10 U.S.C. § 2684a, as amended. The Air Force is organized under the Secretary of the Air Force who operates under the authority, direction, and control of the Office of the Secretary of Defense ("**OSD**"), Department of Defense ("**DOD**"). The Secretary of the Air Force is the legal administrator of the acquisition of real property pursuant to 10 U.S.C. § 9013 and other specific real property acquisition authorities, but the United States Government ("**United States**") is the owner of any real property to be acquired by the Air Force through such authorities.

3.3. <u>Air Force Civil Engineer Center ("**AFCEC**")</u>: The agency responsible for finalizing execution and performing management of the Air Force Readiness and Environmental Protection Integration ("**REPI**") Program for the Air Force and this Agreement and the oversight of expensing and tracking of funds transferred to the Eligible Entity. AFCEC is under the direction and control of the Air Force Installation and Mission Support Center ("**AFIMSC**") and the Deputy Assistant Secretary of the Air Force for Installations ("**SAF/IEI**").

3.4. Air Force Civil Engineer Squadron: The Installation office responsible for submitting annual REPI proposals, identifying priority areas with the support of their Major Commands ("**MAJCOMs**") and AFCEC; managing funds upon receipt from DOD and AFCEC, and coordinating transfer of funds to Eligible Entity with associated payment from Defense Finance & Accounting Services ("**DFAS**") ***after*** AFCEC coordination and transaction approval evidenced by a signed Notice to Proceed as defined and described in this Agreement. After review, coordination, and acceptance of any interests in real property by the authorized delegate of the Secretary of the Air Force, the Air Force Civil Engineer Squadron maintains all easement documentation in accordance with DOD Air Force real property record requirements and assists in assuring the Eligible Entity provides copies of recorded instruments to AFCEC or the Office of the Secretary of the Air Force's General Counsel, Installations, Energy and Environment Division, San Antonio, Texas, ("**SAF/GCN-SA**").

3.5. Allowable Transaction Costs: Costs incurred solely related to the acquisition of the Real Property Interest(s), not including the agreed sales price, such as the following: (i) acquisition costs customarily solely attributable to close the transaction (which will be specified in the Notice to Proceed), (ii) land surveys, appraisals, environmental surveys/assessments, water rights research, title searches, title commitments, title insurance, escrow agent fees and expenses, real estate agent fees, recording fees, other settlement statement items not listed here and that are customarily paid by real property buyers in the local jurisdiction, legal fees, and fees for other professional services and other similar expenses that are not already performed by either party and attributable to the specific real estate acquisition. It does not include any costs for activities for which either party already incurs in their regular course of business (e.g. employee salaries, rents, professional licenses, rent for offices, supplies, etc.)

3.6. Annual Report: The document which summarizes project progress and provides an accounting of funding and disbursements under the Agreement for each fiscal year (FY) to the Project Manager (as defined in Section 3.25) and Installation no later than October 15 of each year.

3.7. Area of Interest: The total geographic area in which the Installation and Eligible Entity are authorized to execute acquisitions pursuant to a cooperative agreement, encroachment protection agreement, or other agreement pursuant to 10 U.S.C. § 2684a; also known as the agreement area in DOD project proposals and depicted in Attachment 1.

3.8. Baseline Documentation Report: A report that is prepared for each conservation easement. The Baseline Documentation Report includes written descriptions, maps, and photographs, and documents:

3.8.1. The conservation values protected by the easement, and

3.8.2. The relevant conditions of the property as necessary to monitor and enforce the easement.

3.9. Early Payment: An amount paid prior to the receipt of goods, services, or other assets that are ordinarily made only to payees to whom the Air Force has an obligation, and does not exceed the amount of the obligation.

3.10. Eligible Entity: A State, or political subdivision of a State, or a private entity who has entered into this Agreement, that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal, and that is determined eligible as provided in 10 U.S.C. § 2864a(b). Upon signing the Agreement, the Eligible Entity certifies it is authorized by sections 570.71 and 704.06, Florida Statutes, to perform and discharge its obligations under this Agreement, including without limitation, the acquisition and disposition of Real Property Interest(s) and to preserve and protect conservation or other similar values of the land it acquires. Real Property interests so acquired shall be held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida pursuant to Sections 253.001 and 570.71(1), Florida Statutes.

3.11. Eligible Entity Program Manager ("**EEPM**"): The EEPM is the Eligible Entity's official charged with the overall responsibility of management and guidance of the Agreement and associated real estate instruments for the Eligible Entity.

3.12. Encroachment: Any deliberate action by any governmental or non-governmental entity or individual that does, or is likely to inhibit, curtail, or impede current or future military activities within the Installation complex and/or mission footprint; or any deliberate military activity that is, or is likely to be incompatible with a community's use of its resources.

3.13. Fiscal Year ("**FY**"): Fiscal Year means the federal funding year that begins on October 1 and ends on September 30 of the following year.

3.14. Habitat: An area that provides the environmental elements of air, water, food, cover, and space necessary for a given species to survive and reproduce.

3.15. Installation: AVON PARK AIR FORCE RANGE, under the jurisdiction of the Secretary of the Air Force.

3.16. Installation Encroachment Management Plan: Addresses encroachment and sustainment challenges that have the potential to affect both the Installation mission and the quality of life in surrounding communities. It is a cross-functional plan that integrates Installation efforts to sustain operations by preventing or reducing the impacts of encroachment on Installation facilities and missions. In order to protect the ability of the Installation to execute its mission, while complying with state and federal regulations and protecting the public's health, safety, and welfare, the Installation-level encroachment management program builds on and integrates existing foundational programs, which may include, but are not limited to the Comprehensive Planning programs including the Air Installations Compatible Use Zones, the Installation Development Plan, the Joint Land Use Study, and/or the Installation Complex Encroachment Management Action Plan.

3.17. Installation Resource Advisor/Funds Manager: The Installation representative that is the principal point of contact for financial and fiscal issues arising under the Agreement related to the distribution of funds to the Eligible Entity that are obligated under this Agreement.

3.18. Military Installation Resilience ("Resilience"): The term "Military Installation Resilience" means the capability of a military installation to avoid, prepare for, minimize the effect of, adapt to, and recover from extreme weather events, or from anticipated or unanticipated changes in environmental conditions, that do, or have the potential to, adversely affect the military installation or essential transportation, logistical, or other necessary resources outside of the military installation that are necessary in order to maintain, improve, or rapidly reestablish installation mission assurance and mission-essential function.

3.19. Natural Resources Management, Monitoring, and Enforcement: Except where explicitly stated otherwise within the Agreement, this term only refers to activity that the Secretary of the Air Force or Secretary's authorized representative has determined is for the monitoring and management of natural, non-agricultural habitats of concern as defined under 10 U.S.C. § 2684a(a)(2) and (d)(3). If there are characteristics of both natural habitat and agricultural uses within the same parcel, it still qualifies as natural habitat. Only with written approval from the Project Manager (as defined in Section 3.25) may the Eligible Entity receive funds for Natural Resources Management, Monitoring, and Enforcement, as further set forth in Section 5.4.2.

3.20. Notice to Proceed ("**NTP**"): A written notification from the Project Manager (as defined in Section 3.25) to the Eligible Entity to proceed with the acquisition of a Real Property Interest as depicted in Attachment 1. Depending upon the acquisition process and schedule, an NTP to the Eligible Entity will be issued as follows: (Phase I) Eligible Entity request to commence due diligence for a Real Property Interest and begin plans to expend Allowable Transaction Costs (as defined herein) and concurrent steps authorized and described in Section 8.4 to carry out the purposes described in Article 4; (Phase II) Eligible Entity request to proceed with final acquisition and closing of the Real Property Interest initially described in a Phase I NTP, following Project Manager (as defined in Section 3.25) approval of completion of due diligence, including total agreed Acquisition Costs (as defined herein, sales price and Allowable Transaction Costs). Attachment 3 contains the basic form of the Phase I NTP and Attachment 4 contains the basic form of the Phase II NTP, including instructions on what the Eligible Entity would need to submit to receive the appropriate NTP for the actions the Eligible Entity would commence during the acquisition process.

3.21. Secretary of the Air Force Office of General Counsel, Installations, Energy, and Environment Division-San Antonio ("**SAF/GCN-SA**"): SAF/GCN-SA is the Air Force legal counsel for 10 U.S.C. § 2684a actions. SAF/GCN-SA controls, coordinates and reviews the Agreement (including any amendments) and all easements prior to seeking appraisals based on such easements and prior to closing and execution. If a legal question or issue arises beyond the scope of 10 U.S.C. § 2684a, SAF/GCN-SA may recommend, as necessary, that the Installation coordinate or seek review from appropriate legal counsel in accordance with Headquarters Air Force Mission Directive 1-14, *General Counsel and the Judge Advocate General*, 29 December 2016; and, as necessary, SAF/GCN-SA will also coordinate support from the appropriate SAF/GC division (e.g. SAF/GCA for fiscal issues whose resolution may affect Air Force policy).

3.22. Parties: For purposes of this Agreement, the Parties are the United States Air Force and the Eligible Entity.

3.23. Priority Area: The defined area(s) within the project area of interest that contains the Installation's highest priority parcels or geography, as determined by the Installation and the Air Force planning processes. A project may have multiple priority areas numbered or differentiated by order of priority of importance.

3.24. Project: The portfolio of transactions associated with a specific installation (including joint bases) targeted for conservation and/or compatible land use partnering. A project may include multiple parcels and transactions, and is defined by planned and executed acquisition activities within the Area of Interest and across funding years.

3.25. Project Manager ("**PM**"): The PM is the Air Force's representative from the Air Force Civil Engineer Center charged with overall project management responsibility, including providing guidance on the project, assuring compliance with the Agreement, and establishing coordination and communication on the review and completion of the associated real estate transactions and instruments. PM assures Installation, TPM (as defined in Section 3.29) and Eligible Entity fulfill their requirement to coordinate transaction activities and dates of execution of any transactions and instruments related to the performance of the Agreement with the PM, who in turn assures SAF/GCN-SA receives all necessary documentation for coordination, review and final approval.

3.26. Political Subdivision: Political subdivision is a subdivision of a State which has been delegated certain functions of local government. This can include counties, cities, towns, villages, hamlets, boroughs, and parishes.

3.27. Real Property Interest(s): Real Property Interest(s) is(are) the target interest(s) in real estate acquired by the Eligible Entity pursuant to this Agreement, including those added by any amendments to the Agreement. This could consist of a deed for fee simple, a conservation easement, a restrictive use easement, or a combination of both a conservation and restrictive use easement. Any real property interest(s) conveyed to the United States, if conveyed, will be the minimal interest necessary to ensure the property concerned is used in a manner consistent with the purposes of this Agreement and will be less than a fee simple interest. As the term is used herein, it does not include a real property interest conveyed to the United States as a *contribution* to the Agreement pursuant to 10 U.S.C. § 2684a(d)(4)(E)(iii) by the Eligible Entity.

3.28. State: A State includes any department or named agency of a State authorized by law to enter into transactions of the nature contemplated by this Agreement. A State includes the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Marianas, and the territories and possessions of the United States.

3.29. Technical Project Manager ("**TPM**"): The TPM is the Installation's technical representative charged with coordinating with, advising and updating the PM on the status of all activities affecting this Agreement, including but not limited to, the schedule for the closing of any real estate transactions; and, as such, shall coordinate transaction activities and dates of execution of transactions and instruments related to the performance of the Agreement with the PM in accordance with the time frames provided within the Agreement to provide sufficient time for coordination, review and approval from the PM and SAF/GCN-SA for all transaction documents and Real Property Interest documents, e.g. easement.

ARTICLE 4 – SUMMARY OF SCOPE/PURPOSE

4.1. The primary purpose of this Agreement is to structure an acquisition and cooperative arrangement Project for the protection and management of Real Property Interests located within the Area of Interest as defined herein and identified under this Agreement, and as such Real Property Interests may be further identified from time to time based upon willing landowners and the viability to execute certain acquisitions which are dependent upon funding, market and other constraints, despite best efforts throughout the term of this Agreement. The scope and purpose of this Agreement includes all activities and goals enumerated in this Agreement, including all attachments.

4.1.1. To accomplish this purpose, 10 U.S.C. § 2684a authorizes the secretary of a military department to enter into agreements with a State or political subdivision of a State, or a private conservation organization, to limit the use or development of real property in the vicinity of, or ecologically related to, a military installation or military airspace, including, but not limited to, a training or testing ranges or military training routes.

4.1.2. The protection and management of Real Property Interests identified for acquisition will limit and/or prevent encroachments as follows: (i) limit development or use of the land that would be incompatible with the mission(s) of the Installation; (ii) preserve habitat on the land in a manner that is compatible with environmental requirements or which may eliminate or relieve environmental restrictions that could restrict, impede, or interfere with military training, testing, or operations on or near the Installation; (iii) maintaining or improving military installation resilience; or (iv) protect Clear Zone Areas from use or encroachment that is incompatible with the mission of the Installation.

4.2. Specifications for performance are contained in Article 8.

4.3. Due to the nature of the role of the Eligible Entity in this acquisition process, the Real Property Interest(s) that will be acquired and/or conveyed will be further described. The Eligible Entity will seek to limit encroachment upon the Installation through the acquisition of conservation easements. If a conservation easement is acquired, the Eligible Entity will arrange for conveyance of such interest to itself or a qualified entity pursuant to Section 8.6.3. Notwithstanding the foregoing, the Eligible Entity may designate that a different eligible entity pursuant to 10 U.S.C. § 2684a(b) hold the Real Property Interest(s) if the Eligible Entity chooses not to be the holder of the Real Property Interest(s), so long as the real estate instrument contains the necessary provisions that protect the Air Force and comply with 10 U.S.C. § 2684a. For example, if the restrictive easement is to be held by an eligible entity that is not a State or local government and included Air Force funding for the acquisition, the Air Force, pursuant to 10 U.S.C. § 2684a(d)(5), shall require that such recorded restrictive easement include a right to demand transfer of the interest to the United States through the Secretary of the Air Force or his or authorized representative. Any conveyance to the United States is subject to the Air Force funding contribution pursuant to this Agreement and will be the minimal interest necessary to accomplish the purposes of this Agreement.

ARTICLE 5 – COST SHARING

5.1. This Agreement is a cost-share agreement with a requirement that can include cash, cash contributions from other agencies and organizations, land owner donations, Eligible Entity donated real property, and/or agreed in-kind services performed by the Eligible Entity. As such, the Eligible Entity may solicit funds from third party sources to leverage the Air Force's contributions and support the purposes of this Agreement. All funds solicited and obtained by the Eligible Entity from any third party source outside the DOD (including non-DOD federal or state programs, donors and other non-governmental organizations) may be attributed to the Eligible Entity as part of its agreed upon share of costs for Real Property Interest(s) acquired under this Agreement.

5.2. The Eligible Entity's Acquisition Cost share shall be fifty percent (50%) and shall be: in cash, cash contributions from other agencies and organizations, and/or donated real property with a current fair market value as evidenced by and appraisal in compliance with general federal appraisal standards more accurately described in Article 8.4. If Eligible Entity proposes to also provide in-kind services, examples of in-kind services may include, but are not limited to: easement or other document drafting, other real estate transaction services, Baseline Documentation Reports, Environmental Baseline Site Assessments, legal services, or other natural resource-related services. However, in-kind services do not include services that the Eligible Entity may already be performing under a separate contract or other agreement for which the Eligible Entity is receiving payment by the United States for such services, or for services for which the Eligible Entity is already engaged as part of their organization activities for which costs are incurred regardless of Eligible Entity participation under this Agreement (e.g. employee salaries, professional licenses, rent, supplies, etc.).

5.3. The Air Force's share of Acquisition Costs shall be fifty percent (50% and shall be in cash and/or transferred real property with a current fair market value as evidenced by an appraisal in compliance with general federal appraisal standards more accurately described in Article 8.4. If the Eligible Entity chooses to apply all Air Force contribution funds towards the Real Property Interest's purchase price, the Air Force is not obligated to request additional funds to contribute to related Allowable Transaction Costs and will expect the Eligible Entity to pay any outstanding related Allowable Transaction Costs.

5.4. Types of costs associated with this Agreement.

5.4.1. Acquisition of identified parcels, either fee simple or a lesser interest such as a conservation or restrictive use easement. As previously defined in Article 3, Acquisition Costs to acquire the subject Real Property Interest(s) include only the purchase price and the Allowable Transactions Costs. The acquisition sales price will be at or below fair market value as established by an appraisal in compliance with general federal appraisal standards more accurately described in Article 8.4.2.1. pursuant to 10 U.S.C. § 2684a(d)(4)(C) and (d)(7).

5.4.2. [NOT USED]

5.4.2.1. [NOT USED]

5.4.2.2. [NOT USED]

5.4.2.3. [NOT USED]

ARTICLE 6 – FUNDING

6.1. Expenditures by the Air Force under the Agreement will be subject to the availability of funds.

6.1.1. The Air Force will obligate funds and authorize payments or expenditures consistent with all normal limitations on the use of appropriated funds as may be applicable, e.g., period of availability (purpose, time (Bona Fide Needs Rule, if applicable), amount); definite and certain obligation; type of funds. No provision in this Agreement should be interpreted to require the Air Force to obligate funds and authorize payment or expenditure of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or other applicable federal law.

6.1.2. If funds are available, the Air Force will pay for the agreed upon share of Acquisition Costs and, if approved by the PM as provided herein, a contribution lump sum for Natural Resources Management, Monitoring, and Enforcement costs as provided in this Agreement. When DOD or Air Force funds are made available for the purposes of this Agreement, this Agreement, including any amendments, is the obligating document for such FY funds and may not be de-obligated without SAF/IEI or AFCEC/CI approval.

6.1.3. Additionally, the performance of the Air Force under this Agreement is contingent upon it being allocated annual funds by DOD under DOD's REPI Program. Such allocation will require an annual amendment to specify the Air Force's funds contribution for each fiscal year. Such an amendment shall not otherwise modify provisions of this Agreement.

6.2. <u>Funding Limitation</u>. The maximum funding limitation for the Air Force is the amount specifically obligated by this Agreement or by amendment to this Agreement. For FY23 and upon execution of this Agreement, Air Force is obligating THREE MILLION EIGHT HUNDRED AND SIXTY-EIGHT THOUSAND NINE HUNDRED DOLLARS ($3,868,900.00) of OSD REPI Funds toward the purpose and scope of the Agreement. Additional funding that may become available in FY23 or in subsequent fiscal years will be obligated by amendments to this Agreement. Notwithstanding Section 11.2, the Air Force may unilaterally amend the Agreement to document this funding obligation. The Air Force will forward a copy of the amendment to the Eligible Entity upon execution by the Air Force.

6.3. <u>Funding Allocation</u>. Future funding allocations to the Installation for use by the Eligible Entity pursuant to this Agreement will be obligated by an amendment to this Agreement as provided herein.

6.4. The Eligible Entity acknowledges that it can make no binding commitment dependent on Air Force funds until funds are obligated against the Agreement and the Air Force has authorized expenditure of such funds for the specific Real Property Interest(s) to be acquired as evidenced by a NTP and which will be jointly completed by the Air Force through the PM and the Eligible Entity, which will specify the Allowable Transactions Costs and agreed purchase price. More than one NTP may be prepared and agreed to between the Parties as needed depending upon the release and availability of funding and the progress of an acquisition. The Eligible Entity may engage landowners in negotiations to develop preliminary agreements in principle, but shall not enter a binding agreement for purchase and sale of such property interests using Air Force funds without first receiving: (i) concurrence of the Air Force; (ii) assurance that sufficient Air Force funds are available; and (iii) an Air Force NTP when Eligible Entity will be using Air Force funds for an acquisition.

6.5. All Air Force funds to be contributed through this Agreement shall be considered obligated upon signature of the authorized signatory through this Agreement, including amendments to the Agreement. Even though funds will be obligated, the Eligible Entity must follow the procedures provided in Section 6.4, and if applicable, Section 3.20, and receive Air Force concurrence and approval prior to receiving funds.

6.6. The Eligible Entity's obligations under the provisions of this Agreement are contingent upon Air Force funding. If for any reason the Air Force does not provide funds for the acquisition of a Real Property Interest(s) by the Eligible Entity in the vicinity of or ecologically related to the Installation, the Eligible Entity may elect in its sole discretion whether to proceed with such acquisition independent of the Air Force and the terms of this Agreement. The Eligible Entity will not be obligated to perform under this Agreement if, through no act, omission, or fault on its part and notwithstanding its reasonable best efforts to obtain the same, governmental funding, or private foundation grants committed to it for the purchase of any Real Property Interest(s) are withdrawn, frozen, or otherwise made unavailable to the Eligible Entity to carry out the obligations contemplated under this Agreement.

ARTICLE 7 – PAYMENT

7.1. Obligation and Payment. The Air Force will execute projects in accordance with all laws and regulations listed in Article 2. All funds transmitted must be used for the project and project purposes under this Agreement. Funds available for each future FY must be obligated by amendment to this Agreement no later than September 30 of the fiscal year in which the funds were made available. Funds obligated must be expended by the end of the fifth fiscal year in which the funds were obligated. For example, if $200,000 was obligated April 20, 2017, such funds must be expended by September 30, 2022. If the funds are not expended, they must be returned to the Air Force, including any interest accrued. The Eligible Entity will submit a copy of each invoice to the TPM and PM at least twenty-one (21) days prior to any Air Force payment due.

7.2. Early Payments for Acquisition Costs.

7.2.1. The Eligible Entity may receive Early Payments as defined herein under this Agreement that are necessary to carry out the purposes of this Agreement. The Eligible Entity must request such funds by requesting a Phase I NTP as defined in 3.20 and in accordance with paragraph 8.4; and a Phase II NTP at least thirty (30) days prior to the date needed for closing on parcels in accordance with paragraph 8.4.2. The Eligible Entity will provide a copy of all such requests to the PM. The request for funds and issuance of a NTP will include the following supporting documentation: property identification (name) including where it is identified in

Attachment 1 of the Agreement or, if applicable, any amendments, estimated closing date, acreage, location/priority area, appraised value of Real Property Interest(s) or estimated value if still awaiting an appraisal, amount of Air Force funding requested, nature of interest being acquired, and specified benefit to mission. Such Early Payments must be limited to the minimum amounted needed and be timed to be as close as is administratively feasible to the actual disbursements required in the performance of this Agreement.

7.2.2. For the purpose of this Agreement, Early Payments are treated differently than lump sum payments (see paragraph 7.3 for Lump Sum Payments). All such Early Payments shall be deposited in interest bearing and insured accounts unless the best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances, or the depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash balances.

7.2.3. Interest earned on Early Payments valued over $250 shall be remitted annually to Defense Finance Accounting Services (DFAS) through coordination with the Installation Resource Advisor/Funds Manager. After completion and/or closeout of effort against this Agreement, residual or unliquidated advance payment funds shall be coordinated for disposition.

7.2.4. The Early Payments provided to the Eligible Entity are to be used solely for the items of allowable Acquisition Costs incurred in the performance of this Agreement as set forth in this Agreement and in accordance with the NTPs.

7.2.5. The Eligible Entity agrees to minimize, to the extent possible, the time elapsing between the transfer of Early Payments and the use of those Early Payments by the Eligible Entity for approved purposes under this Agreement.

7.3. Lump Sum Payment: Natural Resources Management, Monitoring, and Enforcement or General Easement Monitoring and Enforcement.

7.3.1. Application of Lump Sum Payment. This Agreement addresses the use, development, preservation, protection, and/or restoration of real property in the vicinity of or ecologically related to the Installation. To that end and when determined appropriate by the PM, the Air Force may make a lump sum payment of an amount intended to cover Natural Resources Management, Monitoring, and Enforcement costs as defined and provided for herein or for general easement monitoring and enforcement to the Eligible Entity and permit the Eligible Entity to place the sum in an interest bearing account with the interest earned applied to the same purpose that the principal was authorized to fund (i.e., furthers the specific purpose of the principal) as long as the account exists, regardless of the duration of this Agreement.

7.3.2. Supporting Documentation peculiar to Lump Sum Payments. Prior to Air Force approval of a lump sum payment the EEPM must provide the PM the specific management objectives and management plan (and associated/projected milestone dates) expected to be covered by the lump sum payment as well as any specific limitations sought by the Parties as a result of these objectives. The provision of such documentation must be provided with a request for a Phase II NTP at least thirty (30) days prior to closing to provide sufficient time to review and determine appropriateness of requested amount to accomplish the management objectives and management plan for the acquired Real Property Interest.

7.3.3. Final Disposition. Upon completion or closure of the effort for which the lump sum payment was established or if it is determined that continued management under this Agreement be impractical, any remaining unliquidated funding (to include interest) shall be coordinated with the authorized PM, for specific disposition instructions and/or remittance to DFAS. In the event that funds are remitted to DFAS, a copy of the transmittal letter stating the specific amount of remittance shall be sent to AFCEC.

7.4. Records. The Eligible Entity shall maintain adequate records to account for federal funds received, as well as cost share elements, and expenditures under this Agreement. Upon completion or termination, whichever occurs earlier, the Eligible Entity shall furnish to the PM a copy of the annual financial report. The Eligible Entity's relevant financial records are subject to examination or audit by the United States for a period not to exceed three (3) years after expiration of the term of this Agreement. The TPM and PM or designee shall have direct access to sufficient records and information of the Eligible Entity upon any request by the TPM or PM, to ensure full accountability for all funding under this Agreement. Upon ninety (90) days prior written notice, such audit, examination, or access shall be performed during business hours on business days and shall be subject to the security requirements of the audited party. The Eligible Entity shall have a minimum of sixty (60) and a maximum of ninety (90) days from the date of written notice to respond.

7.5. Fund Transfer Process by the Installation. The Installation shall not initiate the transfer of any funds to the Eligible Entity until a PM has issued a NTP and provide invoices and applicable documentation. Installation Resource Advisor/Funds Manager to provide description of the invoicing process and systems used for the transfer of funds for the individual real property transactions to the Eligible Entity pursuant to satisfying the required documentation as outlined in an NTP. Once funds are received from AFCEC or OSD, a Miscellaneous Obligation Reimbursable Document will be generated in the government financial system. When a willing seller has been identified, the Eligible Entity will request a Phase I and II NTP from AFCEC PM to initiate due diligence and acquisition. After the issuance of the NTP, the Eligible Entity must provide invoices to the TPM, which are also sent to the PM for review. Following PM review and concurrence, the Installation will transfer funds to the Eligible Entity. The actual fund transfer remains subject to Section 6.1.

7.6. Cost and Expense Verification Procedures. For any payments requested for items not already listed in Attachments 3 or 4, the Eligible Entity shall provide a detailed description of the activities for which the Eligible Entity is requesting payment to the satisfaction of the PM prior to approval of such request for payment..

ARTICLE 8 – RESPONSIBILITIES, OBLIGATIONS, AND DELIVERABLES

8.1. Introduction.

8.1.1. The Installation has determined that it is in the best interest of the Air Force to take steps necessary to implement applicable portions of the Installation's Encroachment Management Plan for the protection of lands and other natural resources to avoid or minimize current or anticipated adverse impacts to Installation's military mission based on the following:

8.1.1.1. The development of lands in the vicinity of Installation for incompatible purposes will result in conflicts and land uses adversely impacting necessary military activities. Preserving lands and natural resources near Installation will lessen land-use restrictions on military lands, missions, and programs; and/or

8.1.1.2. A significant and necessary element for minimizing restrictions on military lands, missions, and programs is the limiting of or planned management of incompatible development of properties adjacent to or in the vicinity of or ecologically related to Installation. Management of such development can be achieved by acquiring permanent easements or other land use controls that restrict development of open lands and/or provide for conservation of natural resources adjacent to or in the vicinity of or ecologically related to Installation. These land use actions will restrict development of private lands but allow for continued private ownership and may permit mission compatible uses such as, but not limited to, agricultural uses, ranching, utility infrastructure, passive outdoor low intensity recreation, and at a minimum will implement Air Installation Compatible Use Zone required land-use restrictions where published.

8.1.2. The Eligible Entity certifies and represents that it is a political subdivision of the State of Florida, organized under the laws of the State and authorized to enter into an agreement in accordance with 10 U.S.C. § 2684a(b)(1). The Eligible Entity also certifies and assures that any eligible entity proposed and designated to be the holder of a Real Property Interest under this Agreement, is a eligible entity pursuant to 10 U.S.C. 2684a(b).

8.1.3. The Eligible Entity's primary mission is to acquire conservation easement to preserve working agricultural lands. The Eligible Entity is committed to working with Installation to preserve lands and natural resources and/or restrict incompatible land uses near Installation for the benefit of the residents of surrounding communities and the State of Florida and to avoid or minimize the potential for adverse impacts to Installation's military mission.

8.1.4. The Eligible Entity has the proven expertise to encumber private lands with permanent easements, and to work collaboratively with private landowners and public agencies to develop land use plans that provide for land uses that are consistent with such easements and the Installation's military mission.

8.2. <u>Background</u>.

8.2.1. Uses of lands adjacent to, in the vicinity of, or ecologically related to Installation and other military installations have resulted in a threat of curtailment of significant training functions or other mission activities. The scope of this Agreement allows for the acquisition of Real Property Interests and/or water rights to alleviate such threats.

8.2.2. Many promising concepts and strategies for controlling and/or management development have been developed by the Department of the Air Force, private conservation organizations, and local governments and States. They include the purchase of permanent conservation easements restricting inappropriate land uses, providing for compatible open space land uses, and engaging local communities and/or regulators or other such public agencies in land use planning efforts. Any funding of these efforts is, of course, subject to the availability of funding.

8.2.3. Successful development of the Installation Encroachment Management Plan is dependent on:

8.2.3.1. Identification of real estate/lands for protection;

8.2.3.2. Acquisition by an Eligible Entity, through a voluntary purchase or donation by a landowner, of permanent easements or other permanent land use restrictions limiting incompatible land uses in the vicinity of an installation;

8.2.3.3. If necessary, acquisition of property by fee simple purchase (ownership to remain with Eligible Entity, not United States);

8.2.3.4. Engagement of local communities, landowners, and public agencies in the identification and promotion of compatible land uses on protected properties.

8.2.3.5. Coordination among Installation and Eligible Entity, as well as alignment of effort and program tracking.

8.2.4. If the Eligible Entity, PM and TPM jointly identify other Real Property Interest(s) that would meet the purposes and objectives of this Agreement, the TPM agrees, after addition and approval of those Real Property Interest(s) to the Installation Encroachment Management Plan and by amendment of this Agreement, to take necessary steps to have the Eligible Entity acquire an agreed upon Real Property Interest(s) in accordance with the procedures set forth in this Agreement.

8.3. Objectives.

8.3.1. To support and sustain the military mission at the Installation through elimination or reduction of incompatible land uses on properties adjacent to Installation. This Agreement's basic purpose is avoiding encroachment on training lands, buffer/safety zone(s) for flights or launches and potential land use conflicts through real estate transactions on tracts in the vicinity of Installation. The Agreement will produce lasting collaborations between the Air Force and the surrounding community and help mission requirements at the Installation. [*Note: if one of installation's objectives or purposes is to alleviate Environmental restrictions for its on-base activities pursuant to 10 U.S.C. § 2684a(2), this paragraph will need to be further modified. AFCEC and SAF/GCN-SA will assist.*]

8.3.2. To conserve, or impose restrictions on real property near the Installation for the purposes of continued use as agricultural production, ranching, grazing, and habitat preservation or to restrict further residential, commercial development this will be accomplished by encumbering, private property in the vicinity of Installation with permanent easements or similar permanent land use restrictions to avoid incompatible development of high priority land parcels.

8.4. Eligible Entity Responsibilities.

8.4.1. After approval from or coordination with the PM, and if required under the circumstances or requested by the Eligible Entity, issuance of a Phase I NTP, the Eligible Entity may establish contact with the owners of parcels depicted in Attachment 1 within the Area of Interest of this Agreement, or within agreed amendments if applicable. The Eligible Entity shall work with the PM and the TPM to set priorities and develop a strategy that is appropriate for the long-term goal of meeting the purpose of this Agreement, and develop agreed schedules or project milestones for each acquisition and closing. Priorities may be re-evaluated upon development of other compelling relevant information. Each acquisition or other 10 U.S.C. § 2684a authorized transaction must be supported by concurrence of the TPM and PM to ensure that the terms support the military mission while contributing to the identified objectives. The acquisition strategy shall be for Eligible Entity to acquire parcels depicted in Attachment 1 and in the Area of Interest in this Agreement or later identified in an amendment to the Agreement, in fee simple or a lesser interest, such as an easement, or purchase of development rights.

8.4.2. If the Eligible Entity, the Air Force as provided in Section 8.4.1, and any interested parties reach an agreement in principle for the purchase of a Real Property Interest, the Eligible Entity may elect to enter into an option agreement or contingent purchase agreement with the seller of the Real Property Interest, which will set forth a period of time during which the Eligible Entity will perform due diligence prior to making a binding commitment (such as by exercising the option or waiving contingencies) to acquire the Real Property Interest. Any funding by the Air Force will be subject to the agreed Acquisition Costs as defined herein and provided for through the issuance of a Phase I NTP, which will not authorize a payment to owners in an option or contingent purchase and sale agreement unless such payment is applied to the purchase price that meets the fair market value requirement provided in 10 U.S.C. § 2684a(d)(4)(C) at the closing. The Eligible Entity's due diligence prior to final negotiations and making a binding commitment will include, at a minimum:

8.4.2.1. Appraisal. Eligible Entity must obtain an appraisal of the interest being acquired to establish Fair Market Value of the Real Property Interest(s). A copy of the appraisal will be provided to the Air Force as soon as it is available so the Air Force can accomplish its review of the appraisal.

8.4.2.1.1. An appraisal will serve as the basis for determining the Acquisition Costs of the Real Property Interest(s) being funded by this Agreement. Therefore, and by way of example, if the Air Force interest will be an easement and the interest acquired by the Eligible Entity is a fee interest, the appraisal must include both the fair market value of the fee interest and the easement interest. No specified amount of funds beyond the cost of the appraisal may be promised or expended before such an appraisal is completed and reviewed by a qualified federal government official, when required.

8.4.2.1.2. The Air Force may accept an appraisal prepared or adopted by a non-federal entity as satisfying the applicable requirements of Section 301 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4651) and 40 U.S.C. § 3111 if the Air Force determines the appraisal or title documents substantially comply with these requirements.

8.4.2.1.3. Appraisals supporting acquisition of the Real Property Interest(s) must also meet the Uniform Appraisal Standards for Federal Land Acquisitions (the "**Yellow Book**"). Should the cost of obtaining a Yellow Book appraisal exceed the cost of a standard appraisal, the Air Force agrees to pay the incremental increase. Notwithstanding this provision, if the application of the Yellow Book standards affect the ability to calculate fair market value of a property interest due to any special or unique circumstances, the Air Force may accept an appraisal as per Section 8.4.2.1.2. Any such deviation from the Yellow Book must be coordinated through the TPM and PM and approved by the Air Force.

8.4.2.1.4. The date of the Appraisal must be within twelve (12) months from the date of the Closing between the landowner and the Eligible Entity. If and when a Real Property Interest is conveyed to the United States in a later transaction/closing, not including when United States may exercise its right to transfer pursuant to this Agreement at some future date as provided in the recorded Real Property Interest of the initial acquisition, the Appraisal must be within twelve (12) months of that closing/transfer to the United States.

8.4.2.2. Easements or Other Deeds ("Deeds"). Provide the Air Force, through the PM, the proposed easements or other deeds (e.g. quitclaim deed, warranty deed, if transfers or exchanges of property are contemplated as provided in 10 U.SC. § 2684a(d)(4)(E)(iii) or 10 USC 2684a(d)(4)(B)), for Air Force review at least forty-five (45) days before closing to determine compliance with the purposes of this Agreement, compliance with applicable laws, and that such documents would adequately protect rights of the United States.

8.4.2.3. Environmental Due Diligence. Obtain an environmental baseline site assessment ("**ESA**") that complies with the requirements of 42 U.S.C. § 9601(35)(B)(i) and uses methodologies consistent with the latest American Society for Testing and Materials (ASTM) Standard E-1527 or some lesser documented environmental assessment, provided Eligible Entity and the Air Force agree that a more thorough level of due diligence is not necessary. Based on this ESA, the Eligible Entity and Installation will determine whether additional field investigations of soil, sediment, surface water, and other environmental media are warranted.

8.4.2.4. Survey. Unless otherwise agreed by the PM, in writing, Eligible Entity must obtain a boundary survey of the property interest being acquired. The survey shall determine the exact acreage and location of the parcels and identify and locate all existing encroachments, easements, and any other encumbrances affecting the parcels. The survey shall be sufficient to enable title insurers to delete all standard boundary exceptions to coverage under the title policy relating to surveys.

8.4.2.5. Title. Eligible Entity must obtain a title search of the property to determine any possible flaws in title that require correction by the owner prior to acquiring the property interest. Title shall comply with the United States Department of Justice Title Standards and, when the United States is taking a real property interest, the Eligible Entity shall provide sufficiency of title review and letter acceptable to the Air Force. Unless otherwise agreed, when a Real Property Interest(s) is conveyed to the United States upon request by the Secretary of the Air Force or his or her authorized delegate, in accordance with the Regulations of the Attorney General Governing the Review and Approval of Title for Federal Land Acquisitions, a title insurance policy having the United States of America as a named insured will use form ALTA U.S. Policy 9-28-91 (Revised 12-3-12) for the interest(s) conveyed to the United States.

8.4.2.6. The Eligible Entity conducts the initial review of all due diligence materials described in this Section 8.4 and ensures the Real Property Interest is accurately reflected in such documents and shall provide the Air Force with all documents as they become available for Air Force review. Such documentation will be provided to the Air Force, through the PM, by the Eligible Entity at least thirty (30) days prior to issuance of a Phase II NTP, unless otherwise agreed by the PM. Notwithstanding the foregoing, the Deeds will be delivered to the Air Force for review and approval, as provided in Section 8.4.2.2.

8.4.3. Once due diligence is completed and Eligible Entity is satisfied: (i) that the acquisition can occur at or below the appraised Fair Market Value, (ii) that no environmental hazards requiring remediation have been discovered by an environmental assessment on the site, (iii) that from the title due diligence there are no encroachments or other issues that must be cleared in order to obtain title insurance, and (iv) the applicable National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et. seq.) requirements have been met, the Eligible Entity will confer with the PM and TPM to develop a final negotiation strategy and establish the agreed total Acquisition Costs for purchase of the subject Real Property Interest(s).

8.4.4. When the Eligible Entity and the owner agree on a price at or below the Fair Market Value of the Real Property Interest(s) to be acquired, the Eligible Entity shall invoice the Air Force and request a Phase II NTP. The invoice shall indicate all costs that were or will be incurred by Eligible Entity in execution of the transaction and any matching funds or agreed in-kind services provided by the Eligible Entity, including third-party funding contributions provided to the Eligible Entity for the transaction. After agreeing to the final share of Acquisition Costs and, if applicable and approved by the PM, the Natural Resources Management, Monitoring and Enforcement costs as defined herein or general easement management and enforcement costs for a subject Real Property Interest(s), and concurrence by the PM and TPM with the final terms of the purchase and sale agreement or other binding commitment, the PM and TPM, to the extent of funding is available, will give Eligible Entity a Phase II NTP documenting the agreed and authorized total Acquisition Costs to further negotiate and enter into such final commitment to purchase the Real Property Interest. The concurrence by the PM and TPM and issuance of a Phase II NTP will be subject to the Eligible Entity accepting the following, otherwise the PM and TPM will decline to participate in the transaction:

8.4.4.1. The amount contributed to the sales price by the Air Force for any Real Property Interest(s) conveyed to the United States at closing or to be conveyed at some future date upon the demand by the United States through the Secretary of the Air Force or his or authorized representative, shall not exceed the appraised fair market value of that interest as per 10 U.S.C. § 2684a(d)(4)(c). That value will be based upon the appraised value at the time of the conveyance, or at the time the United States is given the right to demand conveyance in the language of the recorded Real Property Interest(s).

8.4.4.2. If the Air Force determines a Real Property Interest will not be immediately conveyed, the Eligible Entity will ensure the recorded Real Property Interest will include the necessary clauses providing the Secretary of the Air Force, at his or her option and through an authorized delegate, the right to demand transfer of the subject property to the United States should the subject property be used for a purpose inconsistent with the terms of the recorded Real Property Interest(s).

8.4.4.3. The final purchase and sale contract shall include a condition that closing is subject to the property being in suitable condition for transfer and the title being clear of any defects.

8.4.5. If the above conditions are satisfied and the PM and TPM agree to participate in the transaction and issue a Phase II NTP, the Eligible Entity will be authorized to indicate to the owner the Air Force's contribution of available funding, up to the agreed-upon share of Acquisition Costs, if necessary to demonstrate good faith.

8.4.6. Any parcel either encumbered through an easement, other real property restriction, or purchased in fee simple pursuant to this Agreement shall be monitored and enforced for compliance with such restrictions by Eligible Entity for the purposes set forth in this Agreement and according to the terms of the real property documents, subject to the ability of the Eligible Entity to transfer the Real Property Interest(s) to an approved transferee under Article 8.6.3, in which case such monitoring and enforcement obligation shall be assigned to and assumed by the approved transferee by an instrument acceptable to the Air Force. The Air Force will not be responsible for monitoring of any property, or interest therein, acquired under this Agreement for compliance with the easement or other real property restrictions, but will be given the right to enforce them in the event such action by the Air Force becomes necessary. Eligible Entity's obligation under this paragraph shall survive termination of this Agreement.

8.4.7. The Eligible Entity shall ensure the immediate recording in the county land records of any Real Property Interest(s) acquired by it and/or conveyed to the United States. The Eligible Entity will obtain a derivation of title clause wherever customary or required by statute.

8.5. <u>Eligible Entity Deliverables</u>.

8.5.1. Eligible Entity will provide annual reports of the progress made toward the acquisition of the Real Property Interest(s), including status of specific responsibilities, objectives, and deliverables, shall be submitted to AFCEC in coordination with the Installation by the established due date after the close of each fiscal year. The report shall provide information on how funds have been expended during the reporting period and include information that the Installation needs to properly promote and manage the project. Such information should include a map with the parcels acquired or proposed for acquisition under this Agreement and a table that lists: the acquisition name (or landowner's name), the tax identification number, nature of realty interest acquired, acreage, costs, source of funds, and land uses (current or intended).

8.5.2. Eligible Entity will prepare any transactional documents developed to carry out the tasks performed under this Agreement. Such documents include, but are not limited to, contracts for purchase and sale, inspections or investigations, appraisals, title searches or insurance, deeds, surveys, and final copies of all documents after they have been recorded. These shall be provided to both the PM and the TPM, within thirty (30) days of closing.

8.5.3. If applicable, the Eligible Entity will prepare Baseline Documentation Reports on all properties protected through this Agreement. These reports should conform to guidelines as established by the Land Trust Alliance (LTA) Standards and Practices and shall be provided to both the PM and the TPM.

8.5.4. Eligible Entity will prepare annual monitoring reports on all properties protected through this Agreement. Said reports should conform to standards as established by the LTA. These reports shall be provided to both the PM and the TPM, and this obligation may be assigned to and assumed by an approved transferee, where such transfer is undertaken in accordance with Article 8.6.3, and by an instrument acceptable to the Air Force.

8.6. Other Conditions.

8.6.1. Eligible Entity shall not enter non-federal real property to collect information regarding the property unless the owner has: (i) consented to the entry; (ii) been provided reasonable notice of the entry; and (iii) been notified that any raw data collected from the property must be made available at no cost, if requested by the landowner.

8.6.2. Title to the Real Property Interest(s) acquired, whether fee simple, easement, or other land use restriction, may be held by Eligible Entity subject to the Air Force's right to demand transfer under 10 U.S.C. § 2684a(d)(5) of that portion of the Real Property Interest(s) necessary to ensure the property is developed and used consistently with the purposes of this Agreement and 10 U.S.C. § 2684a. Such right shall be explicitly stated in the recorded Real Property Interest(s), and this obligation shall be assigned to and assumed by an approved transferee to which an acquired Real Property Interest(s) is transferred in accordance with Section 8.6.3, and by an instrument acceptable to the Air Force.

8.6.3. No provision of this Agreement shall preclude Eligible Entity from designating that another eligible entity hold the Real Property Interest acquired pursuant to this Agreement, or from subsequently transferring an acquired Real Property Interest any time after such acquisition to another eligible entity described in 10 U.S.C. § 2684a(b) (such as, state agencies, political subdivisions and private conservation organizations) for purposes of this Agreement. However, if Eligible Entity or another eligible entity so proposes to subsequently transfer that interest, it shall first notify the Air Force in which case the Air Force will have the following options:

8.6.3.1. Approve of the transfer subject to Eligible Entity's commitment to transfer the interest subject to the Air Force's rights under 10 U.S.C. § 2684a(d)(5) and recordation of the Real Property Interest(s); or

8.6.3.2. Exercise its rights under 10 U.S.C. § 2684(a)(d)(5) and the recorded Real Property Interest(s) and direct Eligible Entity to convey to the United States (through the Air Force) a Real Property Interest sufficient to ensure that the property is not used or developed for purposes inconsistent with the purposes of the Agreement; or

8.6.3.3. Direct Eligible Entity or other eligible entity to transfer to an eligible entity a Real Property Interest(s) sufficient to ensure that the property is not used or developed for purposes inconsistent with the Agreement to another entity or organization and ensures the recorded Real Property Interest(s) retains Air Force's right to demand transfer under 10 U.S.C. § 2684a(d)(5).

8.6.4. In the event the Secretary of the Air Force requires that Real Property Interest(s) be transferred to the United States, the eligible entity that holds the Real Property Interest(s) will do so and will be reimbursed for only costs incidental to the transfer (recording fees, certified copies, etc.).

8.6.5. Whenever the terms of this Agreement provide for coordination, concurrence, or approval by the Air Force, it will not be unreasonably withheld or conditioned. Any written request for approval will be considered and acted upon by the Air Force or its representative in a timely manner.

ARTICLE 9 – DISPOSITION OF PROPERTY

9.1. If a Real Property Interest acquired under this Agreement is no longer needed to meet the purposes and goals of the Eligible Entity (or approved transferee), prior to terminating or disposing of the Real Property Interest, the Eligible Entity (or approved transferee) shall obtain disposition instructions from the Air Force.

ARTICLE 10 – GENERAL PROVISIONS

10.1. Successors and Assigns. This Agreement may not be assigned by a party without the express written consent of the Parties. All covenants made under this Agreement shall bind and inure to the benefit of all successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

10.2. Execution. This Agreement is executed based upon a duly authorized representative of all the Parties signing this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

10.3. Other Reports, Access, Retention and Examination of Records. In addition to financial or other reports required by this Agreement, the Air Force may require the Eligible Entity to prepare additional reports or provide additional information relating to this Agreement. The Eligible Entity agrees to deliver these reports or information within a reasonable time of request and with the detail reasonably required. Additionally, the Eligible Entity shall afford, with thirty (30) days written notice and during normal business hours (and subject to the Eligible Entity's standard security requirements), any authorized representative of the Air Force, OSD, or the Comptroller General access to, and the right to examine, all records, books, papers pertinent to this Agreement, including but not limited to financial records, statistical records, supporting documents, and all other documents and/or records or microfilm copies pertinent to this Agreement (the "Records"). Financial records, supporting documents, statistical records, and all other records or microfilm copies pertinent to this Agreement shall be retained for a period of three (3) years from the date of the Closing of the transaction using the funds.

10.4. Government Furnished Equipment. No Government Furnished Property, Equipment, and/or Material will be provided unless negotiated and specifically added to this Agreement.

10.5. Entire Agreement. This Agreement inclusive of all attachments constitutes the entire agreement between the parties concerning the scope and subject matter hereof and supersedes any prior understandings, negotiations, discussions, written or oral, relative to said scope and subject matter.

10.6. Agreement Administration/Amendments. Amendments or modifications to this Agreement shall follow these procedures: The party who wishes to amend this Agreement shall, upon reasonable notice of the proposed amendment to the other parties, confer in good faith with the other parties to determine the desirability of the proposed amendment. The Agreement can only be amended by the mutual consent of the Parties, and such amendments shall not be effective until a written amendment is signed by both Agreement signatories, or their authorized successors.

10.7. Waiver of Rights. Waiver of any requirement contained in this Agreement shall be by mutual agreement of the parties hereto. All waivers shall be reduced to writing and a copy of the waiver shall be provided to each party. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any party hereto.

10.8. Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections herein and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

10.9. Liability and Indemnity. Nothing in this Agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third persons for property loss or damage or death or personal injury arising out of, or during the performance of, this Agreement, or arising from any other action that may arise as a result of this Agreement. Any claims or any liabilities, or claims for property loss or damage or for death or personal injury by a Party or its agents, employees, contractors, or assigns, or by third persons, arising out of, or during the performance of, this Agreement shall be determined according to applicable law.

10.10. National Policy Requirements and similar provisions. The Eligible Entity agrees that no person shall be denied benefits or otherwise be subjected to discrimination in connection with, performance under this Agreement, on the grounds of race, religion, color, national origin, sex, or handicap. By signing this Agreement, the Eligible Entity assures that it will comply with applicable provisions of the following National Policy Requirements:

10.10.1. Executive Order 11246, Employment discrimination and equal opportunity (41 CFR, part 60).

10.10.2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, et seq.), as implemented by DOD regulations at 32 CFR part 195.

10.10.3. Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

10.10.4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOD regulations at 32 CFR part 56.

10.10.5. Clean Air Act (42 U.S.C. § 7401, et. Seq.) and Clean Water Act (33 U.S.C. § 1251, et. seq.), as implemented by Executive Order 11783 [3 CFR, 1971-1075 Comp., p. 799] and Environmental Protection Agency rules at 33 C.F.R §§ 320-338, 40 C.F.R. §§ 100-135, 400-424, 425-503, as may be applicable.

10.10.6. National Environmental Policy Act (NEPA, at 42 U.S.C. § 4231, et. seq.). Before closing, the TPM will ensure the Air Force environmental impact analysis process (EIAP) pursuant to 32 CFR Part 989 is accomplished and, at minimum, reported on an Air Force Form 813 with the applicable categorical exclusion, as may be necessary, if no changes to the Real Property Interests are anticipated or intended by the Eligible Entity, and have such documentation reviewed by TPM's servicing legal advisor on such matters. The Eligible Entity agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the TPM provides written notification of compliance with the applicable environmental analysis process.

10.10.7. National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001, et. seq.).

10.10.8. Lobbying. The Eligible Entity agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

10.10.9. Officials Not To Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share any part of this Agreement or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

10.10.10. Trafficking Victims Protection Act of 2000, as amended (TVPA) (22 U.S.C. § 7104(g)). Section 106(g) states: "any grant, contract or cooperative agreement provided or entered into by a federal department or agency under which funds are to be provided to a private entity, in whole or in part, shall include a condition which authorizes the department or agency, to terminate the grant, contract or cooperative agreement, without penalty, if the grantee or any sub-grantee, or the contractor or subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement."

10.10.11. Certifications. By signing this Agreement, the Eligible Entity endorses that the following certifications have been provided: Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters. The above certifications do not apply to transactions in Real Property Interest(s). They apply only to any other contracts written as a result of this Agreement, which are funded with federal funds obligated under this Agreement.

10.11. Notices. Any notice, transmittal, approval, request, authorization, designation, or other official communication required or desired under this Agreement shall be made in writing and shall be delivered by hand, or by recognized courier, or by the U.S. Postal Service to the other Party at the address and telephone number set forth in Attachment 2, or at another address that may be later designated by that Party.

For (STATE) or Eligible Entity (Conservation/Foundation)

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE
3125 CONNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1650
850-681-5828

For the Air Force Center for Engineering

(FedEX or UPS)
AIR FORCE CIVIL ENGINEER CENTER
ATTENTION: AFCEC/CIUB – WILLIAM CHAVEZ
3515 SOUTH GENERAL MCMULLEN, STE 8009 DOOR 2
SAN ANTONIO, TX 78226-1710

OR

(US Postal Service)
AIR FORCE CIVIL ENGINEER CENTER
ATTENTION: AFCEC/CIUB – WILLIAM CHAVEZ

2261 HUGHES AVE, STE 155
SAN ANTONIO, TX 78236-9853

Air Force Local Representative:

AVON PARK AIR FORCE RANGE
ATTENTION: CHARLES E. MACLAUGHLIN
29 SOUTH BLVD
AVON PARK AFR, FL 33825
PHONE 813-857-7109

10.12. Conflict of Interest. The Eligible Entity shall ensure that its employees are prohibited from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others.

ARTICLE 11 – TERM OF THE AGREEMENT, SUSPENSION, & TERMINATION

11.1. Term of the Agreement. The term of this Agreement shall commence upon the effective date of this Agreement and continue for five (5) years or sixty (60) months, or upon the cancellation of funds obligated herein, including funds obligated pursuant to amendments to this Agreement, or upon mutual agreement as to the completion of the purposes for which this Agreement was made. However, the following provisions shall survive expiration or earlier termination of this Agreement: Sections 5.4.2, 5.4.2.3, 7.1, 7.3.1, 7.3.3, 7.5, 8.4.6, 8.6.3, 8.6.4, 10.1, 10.3, 10.9., and Article 9.

11.1.1. Either party, upon one hundred eighty (180) days notice to the other signatories to this Agreement, may terminate this Agreement. As of the date of termination all funds, provided by the Air Force and not expended, shall be returned to the Air Force as provided by applicable law.

11.1.2. This Agreement can be extended if amended (see Sections 4.1, 6.2, 8.4.7, and 10.6).

11.2. Amendments. This Agreement can be amended by the mutual consent of the Parties. All amendments shall be executed in writing and signed bilaterally by each party to this Agreement.

11.3. Change of Circumstances. Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party’s ability to carry out any of its obligations under this Agreement.

11.4. Force Majeure. Neither party shall be in breach of this Agreement for a failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that party. In the event such a force majeure event occurs, the party unable to perform shall promptly notify the other party and shall in good faith maintain such partial performance as is reasonably possible and shall resume full performance as soon as is reasonably possible.

"ELIGIBLE ENTITY"

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

BY: ______________________

NAME: CASEY DRAKE

AS ITS: ASSISTANT DIRECTOR, DIVISION OF ADMINISTRATION

ACKNOWLEDGMENT

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 [x] physical presence or [ ] online notarization, Casey Drake, as Assistant 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.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of December, 2022.

(NOTARY PUBLIC SEAL)

CHANNCEN B. BELL
Commission # HH 180076
Expires September 28, 2025
Bonded Thru Budget Notary Services

Channcen B. Bell
Notary Public

Channcen B. Bell
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: HH 180076

My Commission Expires: September 28, 2025

"AIR FORCE"

THE UNITED STATES OF AMERICA, acting by and through **THE SECRETARY OF THE AIR FORCE**

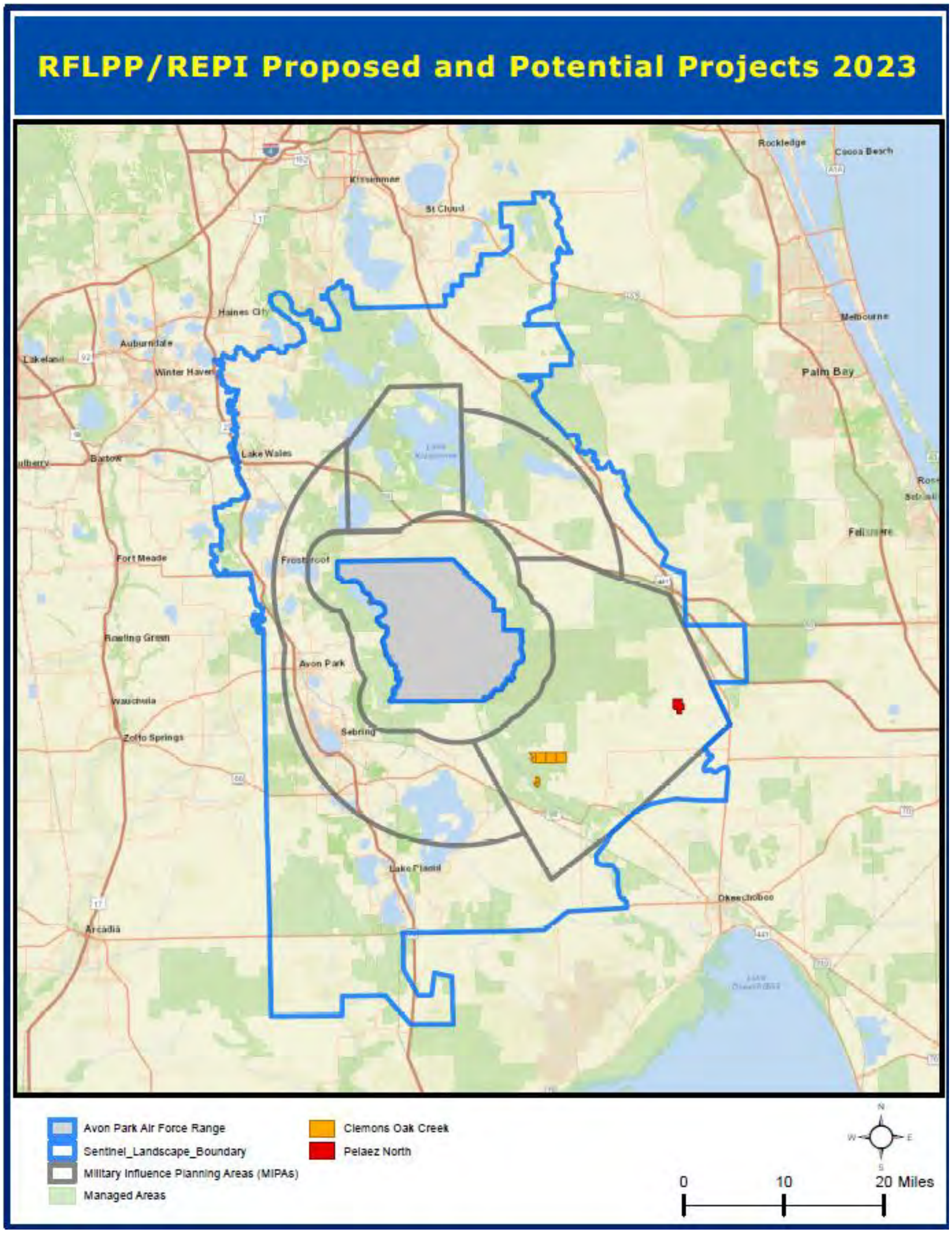
By: DOMM.JEFFREY.P.1146536189 Digitally signed by DOMM.JEFFREY.P.1146536189 Date: 2023.01.04 12:26:17 -06'00'

JEFFREY P. DOMM, SES
Director, Installations Directorate

Date: ______________________

ATTACHMENT 1 – MAPS

PROJECT AREA OF INTEREST



ATTACHMENT 2 – PROGRAM MANAGEMENT

Eligible Entity Program Manager (EEPM): Keith Rowell, Land Programs Administrator, The Conner Building, 3125 Conner Boulevard, Tallahassee, Florida 32399-1650. 850-681-5818, keith.rowell@fdacs.gov.

Installation Resource Advisor/Funds Manager: Kenny Matthews, Resource Advisor, 598 RANS/RMD, 8707 N. Golf Course St. MacDill AFB, FL 33608Project Manager (PM): William Chavez, REPI Project Manager, 3515 S. GenMcMullen, Dr.2,
San Antonio, TX 78226-2018, william.chavez.4@us.af.mil

Technical Project Manager (TPM): Charles E. MacLaughlin, Range Operations Officer, 598 RANS/RMD, 29 South Blvd, Avon Park AFR, FL 33825, 813-857-7109, charles.maclaughlin.1@us.af.mil

ATTACHMENT 3 – BASIC FORM OF NOTICE TO PROCEED
Phase I, Planning and Due Diligence

This action is in accordance with paragraph ______ of the Cooperative Agreement or Encroachment Management Agreement dated _______. Funds should be requested prior to any expenditures for which Air Force funding will be used. Reimbursement, while not best method of providing funding, may, under exceptional circumstances be requested in accordance with the terms of the Encroachment Management Agreement. Air Force resource management will not reimburse anything not listed on an NTP.

(Partner Name), this notice to proceed authorizes you to proceed with due diligence on:
List Parcel Name(s)

Good Faith Estimated Costs: Listed by each part of due diligence

Due diligence	Total Cost	Partner Share	AF Share
Appraisal			
Land surveys			
Environmental surveys/assessments			
Title searches			
Title insurance			
Escrow agent fees and expenses			
Real estate agent fees			
Recording fees			
Water rights research			
Other settlement statement items not listed here and that are normally paid by buyer			
Legal fees			
Fees for other professional services			
It does not include: any costs for activities for which either party already incurs in their regular course of business (e.g. employee salaries, rents, professional licenses, rent for offices, supplies, etc.)			
Total			

Point of contact for additional information is the undersigned Base POC at telephone (XXX) XXX-XXXX.

Technical Project Manager (Base POC):	AFCEC Project Manager:
Signature: ______________________	Signature: ______________________
Printed Name: ______________________	Printed Name: ______________________

ATTACHMENT 4 – BASIC FORM OF NOTICE TO PROCEED
Phase II, Acquisition

This action is in accordance with paragraph _____ of the Cooperative Agreement or Encroachment Management Agreement dated _______. Funds should be requested prior to any expenditures for which Air Force funding will be used. Reimbursement, while not best method of providing funding, may, under exceptional circumstances, be requested in accordance with the terms of the Encroachment Management Agreement. Air Force resource management will not reimburse anything not listed on an NTP.

(Partner Name), this notice to proceed authorizes (Partner Name) to proceed with closing on:
List Parcel Name(s)

All due diligence has been reviewed and approved by AFCEC and SAF/GCN including: draft easement, draft title commitment, environmental baseline, AF Form 813, and estimated closing costs.

List or attach Good faith estimate of closing costs:

Closing	**Total Cost**	**Partner Share**	**AF Share**
Easement			
Easement Monitoring/Natural Resources Management, Monitoring, and Enforcement ("Lump Sum Payment")			
Title policy premium			
Escrow fees			
Recording fees			
Closing costs not covered in a Phase I NTP			
Total			

Point of contact for additional information is the undersigned Base POC at telephone (XXX) XXX-XXXX.

Technical Project Manager (Base POC):	AFCEC Project Manager:
Signature: ______________________	Signature: ______________________
Printed Name: ______________________	Printed Name: ______________________

FIRST AMENDMENT TO

ENCROACHMENT MANAGEMENT AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA

AND

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,

formerly through the FLORIDA FOREST SERVICE,

now through Rural and Family Lands Protection Program

This **FIRST AMENDMENT TO THE ENCROACHMENT MANAGEMENT AGREEMENT ("First Amendment")** is made between **THE UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE AIR FORCE** (the "**Air Force**"), and **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, formerly through the FLORIDA FOREST SERVICE, now through Rural and Family Lands Protection Program** (the **"Eligible Entity"**). The Air Force and Eligible Entity are sometimes collectively referred to as the "**Parties**," or each may be referred to as a "**Party**," in this First Amendment.

WITNESSETH:

WHEREAS, the Parties entered into that certain Encroachment Management Agreement dated January 4, 2023 (the "**Agreement**");

WHEREAS, the Agreement serves as the basis for the obligation of funds for the purpose of carrying out the Agreement as provided in Article 4, Article 5, and Article 6; which also provides that the Air Force notify the Eligible Entity when appropriations are available;

WHEREAS, pursuant to such purposes, the Parties hereby amend the Agreement to incorporate the additional funding amounts for fiscal year 2024 ("**FY24**") as set forth herein;

WHEREAS, the Parties intend that this First Amendment shall not otherwise modify the provisions of the Agreement, except as expressly provided herein;

NOW THEREFORE, for and in consideration of good and valuable consideration, mutual covenants and promises of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to this First Amendment as follows:

1. The above recitals are true and correct.
2. Section 6.2.1 is added to the Agreement as follows:

"In FY24, the Air Force agrees to provide an additional **TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS ($2,700,000.00) of OSD REPI Funds and FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) of Air Force REPI Funds** toward the purpose and scope of the Agreement."

3. The contact information for the Eligible Entity in Section 10.11 is amended as follows: FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, RURAL AND FAMILY LANDS PROTECTION PROGRAM, LEON COUNTY ANNEX BUILDING, 315 SOUTH CALHOUN STREET, SUITE 500, TALLAHASSEE, FLORIDA, 32301, 850-681-5851.

4. The Eligible Entity Program Manager (EEPM) identified in Attachment 2 of the Agreement is updated and amended as follows: Amy C. Phillips, Land Acquisition Manager, Leon County Annex Building, 315 South Monroe Street, Suite 500, Tallahassee, Florida 32301. 850-681-5851, Amy.Phillips@fdacs.gov.

5**.** All other terms of the Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed as of the Effective Date of this First Amendment.

6. The Effective Date of this First Amendment shall be the date upon which the last of the Parties executes this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have caused this First Amendment to be executed in their names as of the day and year indicated below.

"ELIGIBLE ENTITY"

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, formerly through the FLORIDA FOREST SERVICE, now through RURAL AND FAMILY LANDS PROTECTION PROGRAM

By: Joey B. Hicks
Joey B. Hicks
Division of Administration Director
Date: 9/10/24

"AIR FORCE"

THE UNITED STATES OF AMERICA, acting by and through **THE SECRETARY OF THE AIR FORCE**

By:_______________________________________

CHARLES R. FLETCHER, Col, USAF
Acting Director, Installations Directorate
Air Force Civil Engineer Center

SECOND AMENDMENT TO

ENCROACHMENT MANAGEMENT AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA

AND

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,

formerly through FLORIDA FOREST SERVICE,

now through Rural and Family Lands Protection Program

This **SECOND AMENDMENT TO THE ENCROACHMENT MANAGEMENT AGREEMENT ("Second Amendment")** is made between **THE UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE AIR FORCE** (the **"Air Force"**), and **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, formerly through the FLORIDA FOREST SERVICE, now through Rural and Family Lands Protection Program** (the **"Eligible Entity"**). The Air Force and Eligible Entity are sometimes collectively referred to as the **"Parties,"** or each may be referred to as a **"Party,"** in this Second Amendment.

WITNESSETH:

WHEREAS, the Parties entered into that certain Encroachment Management Agreement dated January 4, 2023, as amended by that certain First Amendment to Encroachment Management Agreement dated September 19, 2024 (collectively, the **"Agreement"**);

WHEREAS, the Agreement serves as the basis for the obligation of funds for the purpose of carrying out the Agreement as provided in Article 4, Article 5, and Article 6; which also provides that the Air Force notify the Eligible Entity when appropriations are available;

WHEREAS, pursuant to such purposes, the Parties hereby amend the Agreement to identify additional parcels of interest within the area of interest agreed by the Parties to be necessary to satisfy the purposes of the Agreement as provided in Article 4 as set forth herein;

WHEREAS, the Parties intend that this Second Amendment shall not otherwise modify the provisions of the Agreement, except as expressly provided herein;

NOW THEREFORE, for and in consideration of good and valuable consideration, mutual covenants and promises of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to this Second Amendment as follows:

1. The above recitals are true and correct.
2. Attachment 1-A, which is attached to this Second Amendment, is hereby added as an additional Attachment to the Agreement.

3. All other terms of the Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed as of the Effective Date of this Second Amendment.

4. The Effective Date of this Second Amendment shall be the date upon which the last of the Parties executes this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have caused this Second Amendment to be executed in their names as of the day and year indicated below.

"ELIGIBLE ENTITY"

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, formerly through the FLORIDA FOREST SERVICE, now through RURAL AND FAMILY LANDS PROTECTION PROGRAM

By: ______________________

Joey B. Hicks
Division of Administration Director

Date: 1 · 13 · 26

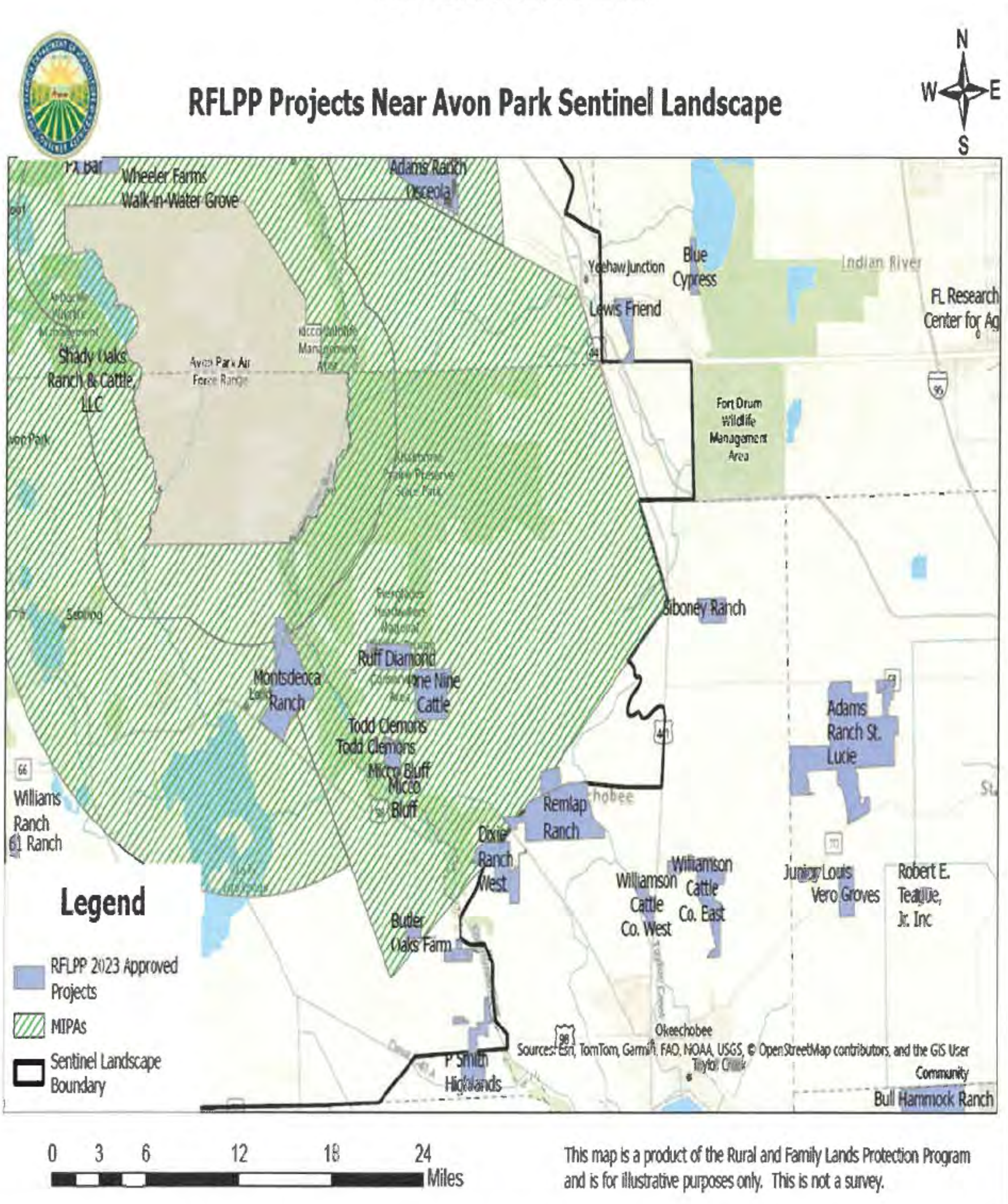
"AIR FORCE"

THE UNITED STATES OF AMERICA, acting by and through **THE SECRETARY OF THE AIR FORCE**

By:______________________________________

BRENDA L. ROESCH
Director, Installations
Air Force Civil Engineer Center

ATTACHMENT 1-A



ALL PARCELS SHADED IN PURPLE WILL BE ADDED TO AGREEMENT