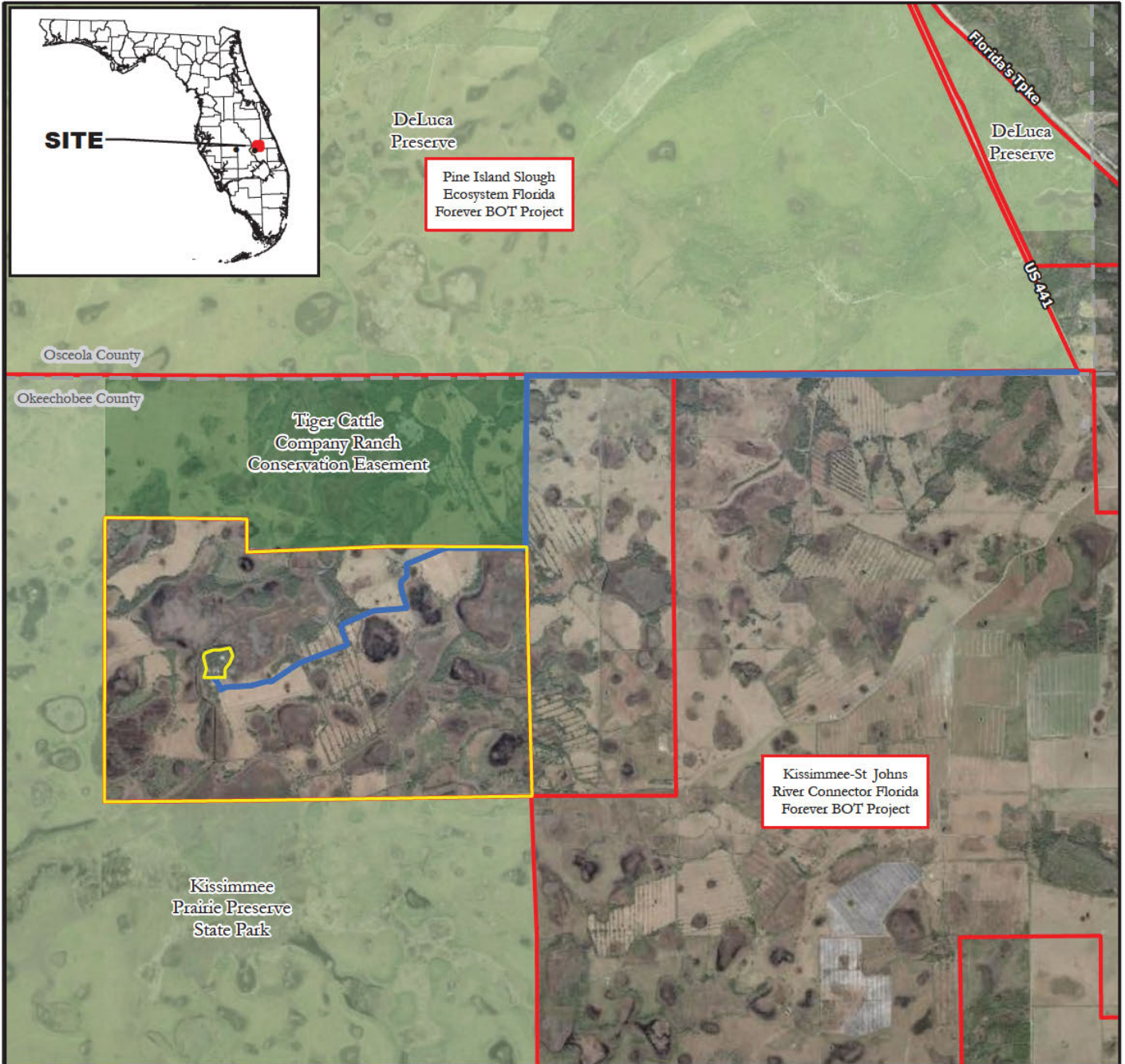


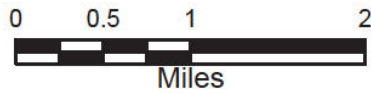
Kissimmee – St. Johns River Connector
 Owner: Abington Preserve, LLC
 Okeechobee County, Florida



File Location: \\FLDEP\teeh_ead\SURVEY\Kissimmee - St. Johns River Connector\Abington_Preserve_LLC\GIS\Appraisal_Kissimmee_St_Johns_River_Connector_Abington_Preserve_LLC.aprx
 Date Saved: 7/25/2022 4:32 PM
 Map Created By: K. Wyko



- Subject Parcel
- Ingress/Egress Easement
- Florida Forever Project Boundaries
- State Managed Conservation Lands
- Federal Managed Conservation Lands



Kissimmee – St. Johns River Connector

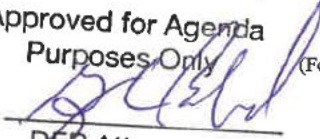
Owner: Abington Preserve, LLC

Okeechobee County, Florida

File Location: \\FLDEP\teeh_ead\SURVEY\Kissimmee - St. Johns River Connector\Abington_Preserve_LLC\GIS\Appraisal_Kissimmee_St_Johns_River_Connector_Abington_Preserve_LLC.aprx
 Date Saved: 6/6/2022 10:57 AM
 Map Created By: K. Wyko

Project: Kissimmee-St Johns River Connector
Parcel #: Abington Preserve LLC

Approved for Agenda
Purposes Only (Form Revised 11/10)

By: 
DEP Attorney
Date: 6/6/2022

OPTION AGREEMENT FOR SALE AND PURCHASE

WHEREAS, Abington Preserve, LLC, a Florida limited liability company, is/are the owner(s) in fee simple absolute of certain lands in Okeechobee County, Florida more particularly described below; and

WHEREAS, the owner(s) intend(s) that the conservation values of the referenced property be preserved and maintained by the continuation of land use patterns existing at the time of this grant that do not significantly impair or interfere with the property's conservation values; and

WHEREAS, the owner(s) further intend(s), as owner(s) of the property described in this Option Agreement, to convey to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida the right to preserve and protect the conservation values of the referenced property in perpetuity; and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is authorized to acquire conservation easements for the purpose of protecting natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological or cultural significance; and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida desires to honor the intentions of the owners to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation, the generations to come and the people of the State of Florida, pursuant to section 704.06, Florida Statutes;

NOW, THEREFORE:

THIS AGREEMENT is made this _____ day of _____, 20____, between ABINGTON PRESERVE, LLC, a Florida limited liability company, whose address is 1511 US Highway 27 South, Lake Placid, Florida 33852-5160, as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Buyer". Buyer's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

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

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

release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. PURCHASE PRICE. The purchase price for the Easement is SEVEN MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$7,750,000) ("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. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Easement as determined in accordance with Section 253.025, Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 5.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Easement, the Initial Purchase Price will be reduced to the DSL Approved Value of the Easement (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 98% of the Initial Purchase Price because of the adjustment provided for in this paragraph 3.B., 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 DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL 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 DSL's 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.A. 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 DSL 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 4.B.).

4.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4.A. 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 DSL's 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 2% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain

obligated hereunder, with such obligation to survive the closing, delivery, and recording of the easement described in paragraph 8 of this Agreement, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Buyer, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials. 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 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.

Any limitation herein on Seller's contractual obligation to indemnify Buyer as specified in this paragraph 4.B. 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.

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

6. 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 DSL, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense.

7. 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 DSL, (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 17 of this Agreement shall apply.

8. 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, and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

8.1 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 the such encumbrances rather than satisfy them at closing, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Easement, to subordinate its rights in the Property to the Easement to the extent necessary to permit the Buyer to enforce the purpose of the Easement in perpetuity and to prevent any modification or extinguishment of the Easement by the exercise of any superior rights of the holder. The priority of any existing mortgage with respect to any valid claim on the part of the mortgage holder to the proceeds of any sale, condemnation proceedings, or insurance or to the leases, rents, and profits of the Property shall not be affected by the Easement, and any lien that may be created by Buyer's exercise of any of its rights under this Option Agreement or by Buyer's rights under the provisions of the Easement shall be junior to any such existing mortgage. Upon request, Buyer agrees to subordinate its rights under this Option Agreement and the Easement to the rights of any future mortgage holders or beneficiaries of deeds of trust to the proceeds, leases, rents, and profits described above and likewise to subordinate its rights under any lien and to execute any documents required with respect to such

subordination, except that the priority of any lien created by Buyer's exercise of any of its rights under this Option Agreement or Buyer's rights under the provisions of the Easement prior to the creation of a mortgage or deed of trust shall not be affected thereby, nor shall this Option Agreement or the Easement be subordinated in any other respect.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the easement described in paragraph 8 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 DSL forms provided by DSL.

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

10. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required for closing under this Agreement. If DSL 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 DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Buyer elects to terminate the Agreement.

11. 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 8. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Easement.

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are a lien against the Property. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of Seller.

13. 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.

14. 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 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 warrants that any billboards on the property shall be removed prior to closing.

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

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

16. 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.
17. 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.
18. 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 9. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.
19. RECORDING. Buyer may record this Agreement, or notice of it, in the appropriate county or counties.
20. 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.
21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.
22. 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.
23. 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.
24. 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 DSL, 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 DSL, and shall be subject to the final approval of DSL. 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.
- Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.
25. 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.
26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto and approved by or on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.
27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

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

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

30. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property 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 and the delivery and recording of the easement described in paragraph 8. of this Agreement.

IF THIS INSTRUMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **JUNE 8, 2022**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. BUYER'S EXECUTION OF THIS INSTRUMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER REVENUE BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

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

[SIGNATURE PAGE TO FOLLOW]

SELLER

ABINGTON PRESERVE, LLC,
a Florida limited liability company

Ronald P. Grigsby, Sr.
Ronald P. Grigsby, Sr.

JUNE 3, 2022
Date signed by Seller

Phone No. [REDACTED]
8 a.m. – 5 p.m.

[Signature]
Witness as to Seller

[Signature]
Witness as to Seller

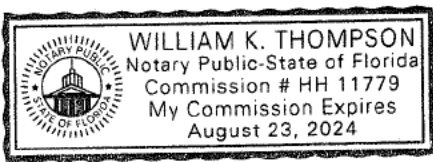
STATE OF FLORIDA

COUNTY OF HERNANDAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3RD day of JUNE, 2022 by Ronald P. Grigsby, Sr., Manager of Abington Preserve, LLC, a Florida limited liability company. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)



[Signature]
Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

BUYER

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

BY DIVISION OF STATE LANDS OF THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Witness as to Buyer

Witness as to Buyer

Approved as to Form and Legality

By: _____

Date: _____

BY: _____
NAME: Callie DeHaven
AS ITS: Director, Division of State Lands

Date signed by Buyer

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20__ by Callie DeHaven, Director, Division of State Lands, the State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

Sections 12 and 13, Township 33 South, Range 33 East; the South 3/4 of Sections 7 and 8 and all of Sections 17 and 18, Township 33 South, Range 34 East, Okeechobee County, Florida.

LESS AND EXCEPT the following described parcel of land conveyed to O. L. Peacock, Jr. by Warranty Deed recorded in Official Records Book 300, Pages 1265-1268, Public Records of Okeechobee County, Florida:

A parcel of land lying in Section 12 & 13 of Township 33 South, Range 33 East, Okeechobee County, Florida, and being more particularly described as follows:

Commence at an iron rod which locates the Northeast corner of the said Section 12; thence run South 00 degrees 31'41" West along the East line of the said Section 12, a distance of 1341.40 feet to an iron rod which locates the northwest corner of the South three-fourths (3/4) of Section 7, Township 33 South, Range 34 East; thence continue South 00°31'41" West along the East line of said Section 12, a distance of 1.95 feet to a point located by a 60 d nail; thence run South 00°12'16" West a distance of 981.21 feet to a point located by a 60 d nail; thence run South 11°16'46" East a distance of 1023.78 feet to a point located by a 60 d nail; thence run South 45°51'53" West a distance of 302.33 feet to an intersection with the aforementioned East line of the said Section 12; thence continue South 45 °51' 53" West a distance of 717.21 feet to a point located by a 60 d nail; thence run South 30°33'28" West a distance of 1065.41 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence run North 88°30'35" East a distance of 89.95 feet to a point; thence run North 78°50'49" East a distance of 356.74 feet to a point; thence run South 20°30'48" East a distance of 313.91 feet to a point; thence run South 21°13 '47" West a distance of 189.77 feet to an intersection with the South Section line of said Section 12 also being the North Section line of said Section 13, said Section line having a bearing of North 88°58'58" West; thence continue South 21°13'47" West a distance of 89.16 feet to a point; thence run South 36°43'00" West a distance of 299.40 feet to a point; thence run South 00°00'00" East a distance of 320.00 feet to a point; thence run South 89°17'34" West a distance of 452.90 feet to a point; said point to be known as the POINT OF TERMINATION of an ingress/egress easement, said easement being the legal access to this described parcel; thence continue South 89°17'34" West a distance of 357.16 feet to a point; thence run North 16°03'36" East a distance of 343.40 feet to a point; thence run North 14°09'14" West a distance of 351.76 feet to an intersection with the aforementioned North-Section line of said Section 13, and the South Section line of said Section 12; thence continue North 14°09 '14" West a distance of 73.82 feet to a point of curvature of a curve to the right having a radius of 180.00 feet, and a central angle of 84°25'45"; thence run Northerly through Northeasterly along the arc of said curve a distance of 265.24 feet to a point; thence run North 70°16'31" East a distance of 272.25 feet to a point; thence run North 88°30'35" East a distance of 179.11 feet to the POINT OF BEGINNING.

Note: This legal description is for contract purposes. There may be revisions based on a boundary survey and title commitment of the property.

BSM APPROVED

By: J.A. Date: 03/18/2022

Kissimmee - St. Johns River Connector
Abington Preserve LLC
Okeechobee County

ATTACHMENT 8
PAGE 11

This instrument prepared by and returned to:
Division of State Lands
3900 Commonwealth Blvd.
Mail Station 115
Tallahassee, FL 32399-3000

EXHIBIT B

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this ___ day of _____, 2022, by ABINGTON PRESERVE, LLC, A Florida limited liability company, whose address is 1511 U.S. Highway 27 South, Lake Placid, Florida 33852-5160, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection ("DEP"), Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, ("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.

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in Okeechobee County, Florida, more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter, the "Property").

B. Grantor and the Grantee mutually recognize the special character of the Property and have the common purpose of conserving certain values and character of the Property by conveyance to the Grantee of a perpetual conservation easement on, under, over, and across the Property, to conserve the character of the Property, continue certain land use patterns that do not significantly impair the character of the Property, and prohibit certain further development activity on the Property.

C. The specific conservation values of the Property are documented in the "Baseline Inventory Report for the Abington Preserve LLC Conservation Easement Tract in Okeechobee County, Florida", dated XXXX ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation is maintained in the offices DEP and is incorporated by this reference. A copy of the Baseline Documentation is available from the DEP on request.

D. Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition.

E. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

F. 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.

To achieve these purposes, and in consideration of \$10.00 and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

ARTICLE I. DURATION OF EASEMENT

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

ARTICLE II. PURPOSE OF EASEMENT

It is the purpose of this Easement 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 guided by the following principles:

- Protection of scenic and other distinctive rural character of the landscape;
- Maintenance of soil productivity and control of soil erosion;
- Maintenance and enhancement of wildlife and game habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance or creation of a healthy balance of uneven aged timber classes;
- Maintenance or improvement of the overall quality of the timber resource;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of surface water quality, the Floridan Aquifer, wetlands, and riparian areas;
- 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 existing upland/wetland natural communities;
- Restoration of disturbed upland/wetland natural communities.

The above purposes are hereinafter sometimes referred to as "the Conservation Purposes". Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the Conservation Purposes of this Easement.

ARTICLE III. RIGHTS GRANTED TO THE GRANTEE

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

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

C. The right to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

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

E. The right of ingress and egress to the Property.

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

G. A right to notice of intent to sell. The terms of this right are such that if Grantor intends to sell the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantee notice of such intent, and shall, in good faith, afford Grantee an opportunity to negotiate the acquisition of the Property, or such portion thereof or interest therein that Grantor intends to sell. If Grantee desires to negotiate the acquisition of the Property, or such portion thereof or interest therein, Grantee shall so notify Grantor within 30 days after receipt of Grantor's notice of intent. If Grantor and Grantee are unable, in good faith to agree to terms of an acquisition of the Property, or such interest therein or portion thereof as applicable, within 120 days from said notice to Grantee, Grantor may sell the Property free of the right granted herein. If the Property, or such portion thereof or interest therein as is applicable, has not sold within one year after Grantee's notice to Grantor that Grantee does not intend to negotiate acquisition of the property or within one year after failure to reach agreement to terms of an acquisition. Any intent to sell the Property thereafter shall require renewed notice to Grantee. 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. The provision's effective date will be one year or 365 days from the closing of this easement.

H. The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a legally recognizable claim for attorney fees) arising out of any negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property.

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

J. The right to have the Property maintained as reflected on the Baseline Documentation, as 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. If Grantor fails to cut and remove timber damaged by natural disaster, fire, infestation or the like, then the right, but not the duty, of Grantee, in its sole discretion to cut and remove said timber. 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 IV. PROHIBITED USES

The Property shall be maintained to preserve the Conservation Purposes of this Easement. 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:

A. No soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes

or substances, pollutants or contaminants shall be dumped or placed on the Property. This prohibition shall not be construed to include reasonable amounts of waste generated as a result of allowed activities.

B. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of allowed activities.

C. For those portions of the Property not reserved to Grantor for agricultural purposes, the dredging of new canals, construction of new dikes, manipulation of natural water courses, disruption, alteration pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, or any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow over the Property. For those portions of the Property reserved to Grantor for agricultural purposes, Grantor shall obtain and comply with all permits for the management of surface water and for water wells and consumptive use as may be required by the water management district having jurisdiction or any successor agency having water storage, use and management jurisdiction over the Property. Notwithstanding this restriction, Grantor shall be allowed to deepen existing watering holes or dig new watering holes for cattle, so long as the excavation does not exceed one (1%) percent of the improved pasture area as defined or depicted on the Baseline Documentation (the "Improved Pasture Areas").

D. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Property having historical or archaeological significance. Grantor shall notify the Florida Department of Historical Resources or its successor ("FDHR") if historical, archaeological or cultural sites are discovered on the Property, and any sited deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist at the time of entering into this easement. Grantor will follow the Best Management Practices of the Division of Historic Resources, as amended from time to time.

E. The removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation, including but not limited to native cypress trees, except as otherwise specifically provided in this Easement.

F. There shall be no planting of nuisance exotic or non-native plants as listed by the Florida Invasive Species Council (FISC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics or non-native 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.

G. Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity including but not limited to swine, dairy and poultry operations and confined animal feed lot operations.

H. 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 normal operations of the Property or during emergency situations or as may otherwise be specifically provided for hereinafter. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes.

I. The construction or creation of new roads or jeep trails.

J. There shall be no operation of motorized vehicles except on established trails and roads unless necessary: (i) to protect or enhance the Conservation Purposes of this Easement, (ii) for emergency purposes, (iii) for cattle ranching purposes, and (iv) to retrieve game that has been hunted legally.

K. Areas currently improved for agricultural activities as established by the Baseline Documentation may continue to be used for those activities. Areas that are currently in improved pasture as depicted in the Baseline Documentation shall not be converted to more intense agricultural use except as otherwise specifically provided in this Easement. Lands that are depicted in the Baseline Documentation as being natural areas shall remain natural areas.

L. If the Property is in a spring recharge area, fertilizer use for agriculture activities shall be in accordance with agricultural best management practices recommended therefor by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits.

M. Actions or activities that may reasonably be expected to adversely affect threatened or endangered species.

N. Any subdivision of the land except as may otherwise be provided in this Easement.

O. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Property, except that Grantee may erect and maintain signs designating the Property as land under the protection of Grantee.

P. There shall be no commercial water wells on the Property.

Q. There shall be no commercial timber harvesting on the Property.

R. There shall be no mitigation bank established pursuant to sections 373.4135 et seq. Florida Statutes, on the Property.

ARTICLE V. GRANTOR'S RESERVED RIGHTS

Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, the following specified rights, which are deemed to be consistent with the Conservation Purposes of the Easement. The exercise of the Reserved Rights shall be in full accordance with all applicable local, state and federal law, as amended from time to time, as well as in accordance with the Conservation Purposes of this Easement.

A. The right to observe, maintain, photograph, introduce and stock fish or wildlife, native to the state of Florida, on the Property; to use the Property for non-commercial hiking, camping, and horseback riding, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated above. Grantor reserves, and shall continue to own, the hunting and fishing rights on, or related to, the Property and Grantor may lease and sell privileges of such rights.

B. The right to conduct controlled or prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

C. The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.

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

E. The right to continue to use, maintain, repair, and reconstruct, but not to relocate, all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches and such other facilities on the Property as depicted in the Baseline Documentation. If any of the now existing facilities on the Property requires

reconstruction or replacement due to depreciation, obsolescence, destruction or severe damage, the replacement structures may be increased in size no larger than one hundred twenty-five (125%) percent of the size of the original structure it replaces as such size is documented in the Baseline Documentation and shall be situated at the same site.

F. The right to exclusive use of the improvements depicted in the Baseline Documentation and as otherwise allowed in this Easement.

G. The right to continue existing agricultural practices as depicted in the Baseline Documentation. Grantor may use commonly accepted fertilizers, pesticides and herbicides, so long as Grantor uses agricultural best management practices as may be adopted from time to time by the Florida Department of Agriculture and Consumer Services or its successor.

H. The right to host on the Property relocated endangered or threatened species or species of special concern that are native to the State of Florida.

I. The right to maintain or restore the existing natural upland (wetland/both) communities on the Property, as depicted in the Baseline Documentation; or the right to restore the disturbed upland (wetland/both) to its native condition by engaging in activities that may include, but are not limited to, removal of exotic non-native plant and animal species, implementation of prescribed fire, and the reintroduction of native plant and animal species in consultation with qualified public or private land management agencies.

J. The right to maintain a commercial cattle operation. The cattle operation shall be conducted in accordance with best management practices for beef cattle operations published by the Florida Department of Agriculture and Consumer Services, as amended from time to time. Grantor may add fencing and pens to established commercial cattle operations in pasture areas as indicated on the Baseline Documentation.

K. Grantor reserves the right to divide the Property into not more than two (2) lots for sale or other disposition. The size of such lot(s) shall be no less than 1,000 acres. The provisions of this paragraph shall not be construed as releasing the allowed parcels from the terms of this Conservation Easement. The terms of this Easement shall remain in full force and effect over the allowed subdivided lots as well as the remaining area of the Property.

L. The right to cultivate and harvest Bahia sod and to plant and harvest row crops from the existing pasture or hay areas, as depicted on the Baseline Documentation Report; provided, however, at least seventy-five percent (75%) of the improved pasture area shall remain unharvested in any one calendar year. Grantor may use commonly accepted fertilizers, pesticides, and herbicides, so long as Grantor uses agricultural best management practices published by the Florida Department of Agriculture and Consumer Services, as amended from time to time.

M. Grantor reserves the right to harvest 40 acres of planted cypress as depicted in the Baseline Documentation, in accordance with the best management practices of the Florida Forest Service of the Florida Department of Agriculture and Consumer Services or its successor, provided, however, that there shall be no harvesting of trees in any areas designated as Wetlands in the Baseline Documentation.

N. The right to construct one new residential structure on the Property, along with access driveways and appropriate-sized outbuildings such as barns, as more particularly described hereinafter. The residential structures shall be limited to 15,000 square feet of impervious surface, including overhangs, porches, and other such non-heated and cooled areas, and have no more than two related outbuildings limited to 2,000 square feet each. The new residential and outbuilding impacts shall be limited to 20 contiguous acres, including new access driveway, all of which shall be located at least 150 feet from any wetland area as identified in the Baseline Documentation.

ARTICLE VI. GRANTEE'S REMEDIES

A. **Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Purposes of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, 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 conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph 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 paragraph, 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 paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. **Grantee's Discretion.** 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.

C. **Waiver of Certain Defenses.** Grantor hereby waives any defense of estoppel, adverse possession or prescription.

D. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraph VIII.A. and VIII.B.; and (3) the existence or administration of this Easement.

ARTICLE VII. NO 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.

ARTICLE VIII. 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 three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

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

D. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph VIII.C., the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

E. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

F. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to allowed entities under §193.501, Florida Statutes, and §704.06, Florida Statutes, whose purposes include the conservation of land or water areas or the preservation of sites or properties. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out. Additionally, Grantee acknowledges that releases or conveyance of certain rights under this Easement is subject to §193.501, Florida Statutes, and Grantee shall comply with the provision of §193.501, Florida Statutes, to the extent it is applicable to this Easement.

G. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor 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.

H. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage

prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other.

I. **Recordation.** Grantee shall record this instrument and any amendments in timely fashion in the official records of _____ County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

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

K. **Amendments.** The terms and provisions of this Easement may be amended by the mutual consent of the parties hereto. No amendment shall be effective until executed with the formality of a deed and recorded in the public records. The Grantor acknowledges that amendments that release or convey certain rights under this Easement may be subject to §193,501, Florida Statutes, and any such amendments shall comply with the provisions of §193.501, Florida Statutes, to the extent it is applicable to such amendment.

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 grant to effect the Conservation Purposes of this Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

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

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

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

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

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

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

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

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

GRANTOR

ABINGTON PRESERVE, LLC
A Florida limited liability Company

Witness as to Grantor

Ronald P. Grigsby, Sr., Manager

Printed Name of Witness

Date signed by Seller

Witness as to Grantor

Phone No. _____
8 a.m. – 5 p.m.

Printed Name of Witness

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization; this ___ day of _____, 20__ by Ronald P. Grigsby, Sr., Manager of Abington Preserve, LLC, a Florida limited liability company. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

GRANTEE

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

BY DIVISION OF STATE LANDS OF THE STATE
OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Witness as to Grantee

BY: _____
NAME: Callie DeHaven
AS ITS: Director, Division of State Lands

Printed Name of Witness

Witness as to Grantee

Date signed by Grantee

Printed Name of Witness

Approved as to Form and Legality

By: _____

Date: _____

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization; this _____ day of _____, 20___ by Callie DeHaven, Director, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

Sections 12 and 13, Township 33 South, Range 33 East; the South 3/4 of Sections 7 and 8 and all of Sections 17 and 18, Township 33 South, Range 34 East, Okeechobee County, Florida.

LESS AND EXCEPT the following described parcel of land conveyed to O. L. Peacock, Jr. by Warranty Deed recorded in Official Records Book 300, Pages 1265-1268, Public Records of Okeechobee County, Florida:

A parcel of land lying in Section 12 & 13 of Township 33 South, Range 33 East, Okeechobee County, Florida, and being more particularly described as follows:

Commence at an iron rod which locates the Northeast corner of the said Section 12; thence run South 00 degrees 31'41" West along the East line of the said Section 12, a distance of 1341.40 feet to an iron rod which locates the northwest corner of the South three-fourths (3/4) of Section 7, Township 33 South, Range 34 East; thence continue South 00°31'41" West along the East line of said Section 12, a distance of 1.95 feet to a point located by a 60 d nail; thence run South 00°12'16" West a distance of 981.21 feet to a point located by a 60 d nail; thence run South 11°16'46" East a distance of 1023.78 feet to a point located by a 60 d nail; thence run South 45°51'53" West a distance of 302.33 feet to an intersection with the aforementioned East line of the said Section 12; thence continue South 45 °51' 53" West a distance of 717.21 feet to a point located by a 60 d nail; thence run South 30°33'28" West a distance of 1065.41 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence run North 88°30'35" East a distance of 89.95 feet to a point; thence run North 78°50'49" East a distance of 356.74 feet to a point; thence run South 20°30'48" East a distance of 313.91 feet to a point; thence run South 21°13 '47" West a, distance of 189.77 feet to an intersection with the South Section line of said Section 12 also being the North Section line of said Section 13, said Section line having a bearing of North 88°58'58" West; thence continue South 21°13'47" West a distance of 89.16 feet to a point; thence run South 36°43'00" West a distance of 299.40 feet to a point; thence run South 00°00'00" East a distance of 320.00 feet to a point; thence run South 89°17'34" West a distance of 452.90 feet to a point; said point to be known as the POINT OF TERMINATION of an ingress/egress easement, said easement being the legal access to this described parcel; thence continue South 89°17'34" West a distance of 357.16 feet to a point; thence run North 16°03'36" East a distance of 343.40 feet to a point; thence run North 14°09'14" West a distance of 351.76 feet to an intersection with the aforementioned North Section line of said Section 13, and the South Section line of said Section 12; thence continue North 14°09 '14" West a distance of 73.82 feet to a point of curvature of a curve to the right having a radius of 180.00 feet, and a central angle of 84°25'45"; thence run Northerly through Northeasterly along the arc of said curve a distance of 265.24 feet to a point; thence run North 70°16'31" East a distance of 272.25 feet to a point; thence run North 88°30'35" East a distance of 179.11 feet to the POINT OF BEGINNING.

Note: This legal description is for contract purposes. There may be revisions based on a boundary survey and title commitment of the property.

BSM APPROVED

Kissimmee - St. Johns River Connector
Abington Preserve LLC
Okeechobee County

By: J.A. Date: 03/18/2022

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

Before me, the undersigned authority, personally appeared Ronald P. Grigsby, Sr. ("affiant"), this 3RD day of JUNE, 2022, who, first being duly sworn, deposes and says:

1) That affiant is the Manager of Abington Preserve, LLC, a Florida limited liability company, as "Seller", whose address is 1511 US Highway 27 South, Lake Placid, Florida 33852-5160, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
ANGEL F. LOPEZ	1034 EULLON AVE LAKELAND, FL 33801	45%
RONALD P. GRIGSBY, JR.	505 LAKE MIRROR DR LAKE PLACID, FL 33852	10%
RONALD P. GRIGSBY	632 SUNSET POINTE DR. LAKE PLACID, FL 33852	45%

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, costs, or other benefits incident to the sale of the Property are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
SVN SAUNDERS RALSTON DANTZLER REAL ESTATE	1723 BARTOW ROAD LAKELAND, FL 33801	REAL ESTATE COMMISSION	4%
REIDER; THOMPSON PA	13 N. OAK AVE LAKE PLACID, FL 33852	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")**

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
ARINGTON HOUSEHOLD LIMITED SECOND FLOOR, ONE THE ESPLANADE ST. HELIER JERSEY, JERSEY JE 2 3QA	7/29/2021	PURCHASE; SALE	\$10,932,900.00

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

Ronald P. Grigsby
Ronald P. Grigsby, Sr.

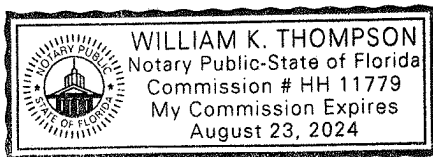
STATE OF FLORIDA)

COUNTY OF HIGHLAND)

SWORN TO and subscribed before me this 30th day of JUNE, 2022, by Ronald P. Grigsby. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)



W.K. Thompson

Notary Public

(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
My Commission Expires: _____

ADDENDUM
(LIMITED LIABILITY COMPANY/FLORIDA)

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

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

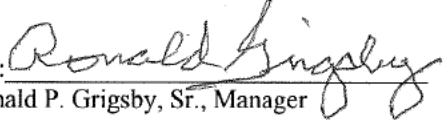
B. As a material inducement to Purchaser entering into this Agreement and to consummate the transaction contemplated herein, Seller covenants, represents and warrants to Purchaser as follows:

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

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

SELLER

Abington Preserve, LLC,
a Florida limited liability company

BY: 
Ronald P. Grigsby, Sr., Manager

(CORPORATE SEAL)

June 3, 2022
Date Signed by Seller

Phone No. 
8 a.m. – 5 p.m.

BLA-149.1

BUYER

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

BY DIVISION OF STATE LANDS OF THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

BY: _____
Callie DeHaven, Director

Date signed by Buyer



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

MEMORANDUM

TO: Amy Phillips, Senior Acquisition Agent, Bureau of Real Estate Services
FROM: JULIE STORY, Senior Appraiser, Bureau of Appraisal
APPROVED BY: Jay Scott, Chief, Bureau of Appraisal
SUBJECT: Appraisal Approval Memorandum
DATE: June 1, 2022

Project: Kissimmee St. Johns Connector (CE)
B/A File No.: 22-8404
County: Okeechobee

Fee Appraisers: (1) Riley K. Jones, MAI, SRA Date of Value: April 29, 2022
(2) Joseph S. String, MAI Date of Value: April 29, 2022
Review Appraiser: Thomas G. Richards, MAI Date of Review: May 31, 2022

Owner	Land Size (Acres)	Appraised Values		Maximum Value	Divergence
		(1)	(2)		
Abington Preserve, LLC	3,634	(1)	\$8,050,000*	\$8,050,000	4.55%
		(2)	\$7,700,000*		

*Appraised Value of the Conservation Easement

COMMENTS ON DIVERGENCE:

The divergence in value falls within the acceptable range as indicated in 18-1.006, Florida Administrative Code.

SUMMARY OF COMMENTS:

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

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

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

Julie Story Digitally signed by Julie Story
Date: 2022.06.01 09:20:22
-04'00'

Staff Appraiser

Jay F. Scott Digitally signed by Jay F. Scott
Date: 2022.06.01 09:40:17
-04'00'

Chief Appraiser

APPRAISAL REVIEW
ABINGTON PRESERVE, LLC
CONSERVATION EASEMENT
OKEECHOBEE COUNTY, FLORIDA
BUREAU OF APPRAISAL FILE 22-8404

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

Appraisal Review Memorandum

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

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

Intended User of Review: The State of Florida, Bureau of Appraisal, Division of State
Lands of the Florida Department of Environmental
Protection, the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida, The
United States Air Force (USAF).

Intended Use of Review Compliance with UASFLA, USPAP & SASBOT

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

Date: May 31, 2022

Project Information:

BA File Number	<u>22-8404</u>
Parcel Name	<u>Abington Ranch, LLC-CE</u>
Project Name	<u>Kissimmee St. Johns River Connector</u>
Location	<u>Okeechobee County, Florida</u>
Effective Date of Appraisal	<u>April 29, 2022</u>

Summary of Review

Pursuant to your request, I have reviewed two appraisal reports on the Abington Ranch property located in Okeechobee County, Florida. The appraisal reports were prepared by Mr. Riley K. Jones, MAI, SRA of Florida Real Estate Advisors, Inc. and Mr. Joseph S. String, MAI of String Appraisal Services, Inc. I have determined after review of the reports and some changes to each appraisal that they are acceptable as submitted. The Jones report is dated May 31, 2022. The String report is also dated May 31, 2022. Both appraisals have a valuation date of April 29, 2022. The value indications for the proposed conservation easement reflected by each appraiser were:

(1) Riley K. Jones, MAI, SRA	\$8,050,000
(2) Joseph S. String, MAI	\$7,700,000

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 subject Conservation Easement Parcel. 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 Bureau of Appraisal of the Florida Department of Environmental Protection. The intended users of this appraisal are The State of Florida, Bureau of Appraisal, Division of State Lands of the Florida Department of Environmental Protection, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and The United States Air Force (USAF). 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 Larger Parcel is the entire 3,655-acre Abington Ranch parcel located west of Highway 441 and south of the Osceola-Okeechobee county line in north central Okeechobee County, Florida.

This Larger Parcel determination is based on the traditional three tests of contiguity, unity of ownership and unity of highest and best use. The total contiguous land holding of 3,655-acre parcel meets the tests of Larger Parcel and the reviewer is in agreement with this determination.

It is important to note that the Hypothetical Condition is made by the appraisers in assuming that the proposed conservation easement is in place on the date of the appraisal. Hypothetical Condition is defined as that which is contrary to what exists but is assumed for appraisal purposes. Uniform Standards dictate that these type assumptions are prominently disclosed. This Hypothetical Condition is prominently disclosed and treated appropriately by both appraisers and are necessary for a credible assignment result. A 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. An additional **Extraordinary Assumption** was made by Mr. String that there are no additional encumbrances after the somewhat dated title policy that could impact value. Mr. Jones did not use this Extraordinary Assumption regarding the title policy however, its use by Mr. String is reasonable and acceptable.

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

In order to value the subject property, the appraiser have applied the traditional appraisal methods and have arrived at a supportable opinion of the Market Value of the Larger Parcel before 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 acquisition.

Statement of Ownership and Property History

The subject is currently vested to: Abington Preserve, LLC
C/O Ronald P. Grigsby
1511 U.S. Highway 27 South
Lake Placid, Florida 33852-5160

Yellow Book requires the appraiser to report all transactions involving the subject in the last ten years. The last transaction was recorded on July 29, 2021 when the current ownership acquired the property. The recorded purchase price was \$10,932,900 which equates to \$2,991 per acre based upon our client's acreage estimate of 3,655 acres. Both appraisers provide adequate discussion of the circumstances of this last transaction and factors that influenced the sale price such as highly motivated sellers. The buyers, Abington Preserve, LLC is a Real Estate Broker who is very active and knowledgeable in this market and the property was immediately remarketed for sale after purchase for \$5,500 per acre. The subject had been marketed actively at this price up to the date of our property inspection. The broker indicated there had been interest in the property but no contracts to report.

Property Description

This appraisal assignment encompasses a 3,634-acre Conservation Easement Parcel over a 3,655-acre Larger Parcel known as the Abington Ranch located approximately 4 miles west of US Highway 441 and approximately 1 mile south of the Osceola/Okeechobee County line in unincorporated north central Okeechobee County, Florida. The property has a physical address of 43153 Highway 441 North, Okeechobee, Florida 34972. Access to the subject Larger Parcel is by virtue of a 5.2-mile private graded ingress/egress easement that originates on the west side of US Highway 441 on the Osceola/Okeechobee County line which ultimately leads to the northeast corner of the Abington Ranch. This area is dominated by larger agricultural land holdings devoted to agricultural and recreational uses. Residential uses in the area are sparse and typically in support of the agricultural uses.

According to mapping provided by the client FDEP the Larger Parcel contains approximately 59% uplands and approximately 41% wetlands. Otherwise, the tract is characterized as relatively flat with little topographic relief. The land naturally slopes from the north and east downward to the south and west, generally toward the Kissimmee River. Elevations are between approximately 65-70 feet above sea level.

The subject Larger Parcel contains a mosaic of multiple variety hardwood creeks, hammocks, freshwater marshes and seasonally wet depressions. There is evidence of previous farming on portions of the subject property.

The site is improved with typical agriculturally related improvements such as fencing, cross-fencing, gates, ditches, culverts, trails/roads, Etc. In addition, the subject Larger Parcel is improved with several structures including a rather large two-story frame lodge constructed in 1987 which contains approximately 4,752 square feet under air to include six bedrooms and five bathrooms with a large screened pool adjacent. The lodge and most of the associated outbuildings are situated on a 21-acre outparcel that is not part of the proposed Conservation Easement but is included in the Larger Parcel. In addition to the lodge, there are various outbuildings including stables, multiple barns and sheds and an "airboat cabin" in somewhat poor condition. The airboat cabin is somewhat distant from the lodge compound so it is indeed part of the proposed Conservation Easement area. These types of improvements are typical for an agricultural property of this size and overall are considered qualitatively in the value of this larger acreage parcel.

The title work was silent on oil, gas and mineral (OGM) rights. It has been determined by the appraisers that these rights are therefore intact on the subject Larger Parcel.

The subject property is found on FEMA Flood Map Panels 12093C0075C and 12093C0175C both dated July 16, 2015. The subject has a mix of flood zone classifications including Zone X and Zone A and is dominated by Zone A. Generally speaking, the Zone X areas, comprising approximately 5-10% of the subject correspond to upland areas on the subject property. The Zone A areas typically correspond with identified wetlands and other lands on the subject representing approximately 90-95% of the subject. Zone X is defined as areas of minimal risk outside the one-percent annual chance flood plains. Zone A is defined as areas subject to inundation by the one-percent annual chance flood event.

While there are no noted encumbrances on the subject properties that the appraisers deemed as negatively affecting the value of the subject there is a portion of the subject property that is encumbered with a "Dispersed Water Management Program." This program compensates the land owner for the right to retain water on the ranch rather than allowing it to flow unabated downstream ultimately to Lake Okeechobee and the Everglades. The program encompasses a total of 104.6 acres of the total 3,655 acres, or approximately 3% of the Larger Parcel. The appraisers clearly outlined the scope of this project and concluded that while the program is clearly an encumbrance on the subject potentially eliminating more intense agricultural development it is mitigated by the fact that the program is similar to a hunting or cattle lease in that it produces income to the

overall ranch operation and perhaps more importantly it is cancellable by either party in a short period. The consensus is that the existing program has limited to no impact on value.

Electric and telephone services are not currently available to the area. According to the appraisers the cost to run power to the property is estimated at \$300,000 to \$350,000. Electricity on site is facilitated by a 30,000 KW on-site generator which is fueled by natural gas. Potable water or sewage disposal are handled by on-site well and septic systems.

The subject has a zoning and land use designation of "A"; Agricultural 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 forty acres of land area when considering the shell road easement access constraints.

In addition to zoning the subject ranch lies within the three-mile buffer zone of the Avon Park Air Force Range Military Operations Area (MOA). 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. Considering the limited prospects for residential development of this rural tract of agricultural/recreational land the appraisers have opined that this has little to no impact on the value of the subject.

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.

Larger Parcel Before

Mr. Jones concluded that the Highest and Best Use for the subject would be for continued agriculture/recreational use, engaging in cattle grazing and outdoor recreation.

Mr. String concluded that the Highest and Best Use for the subject would be for continued agriculture and recreational use with very long-term potential for rural residential use.

Larger Parcel After

Mr. Jones concluded that after acquisition of the Conservation Easement the highest and best use is limited to continued passive agricultural/recreational use with potential for

future residential development subject to limitations imposed by the Conservation Easement.

Mr. String concluded that the Highest and Best Use for the subject after acquisition of the Conservation Easement would be for continued passive agriculture and recreational use with some potential for rural residential use subject to the limitations imposed by the Conservation Easement.

The appraisers recognize the limited near-term residential development potential of the property. Overall, the highest and best use conclusion of the appraisers are considered reasonable. They have both made a convincing argument and have provided adequate market evidence to support these conclusions. 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 sale data utilized is that of a basically similar highest and best use.

Reviewer Comments

The reviewer found the reports to be very comprehensive and informative as to the relative components of a typical complete 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, FDEP and are substantially in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP).

In the valuation of the Subject property the appraisers have applied the sales comparison approach to value which is deemed to be the traditional and most appropriate method to value a vacant acreage agricultural parcel. Considering that the subject of the appraisal is to estimate the impact on value of the 3,634-acre Conservation Easement Parcel from a 3,655-acre Larger Parcel it was necessary to apply the before and after methodology.

In the before scenario the appraisers contrasted the subject property to a set of comparable sales within the subject market area of similar size and highest and best use characteristics. Due to the limited number of larger acreage sales meeting these criteria the sale search had to be expanded for this property type. Mr. Jones analyzed four comparable sales and Mr. String analyzed five comparable sales for this purpose. The appraisers had four commonly utilized sales in this effort.

In the after scenario the appraisers contrasted the subject property to a set of comparable sales within the subject market area of similar size and highest and best use characteristics. Mr. Jones analyzed four comparable sales and Mr. String analyzed four comparable sales for this purpose. 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. Jones and Mr. String utilized a qualitative adjustment process to contrast the sale properties to the subject for all elements of comparison. The use of this method is widely accepted, well supported and reasonable.

Analysis of Appraisers Sales

Jones Appraisal

The following sales were utilized by Mr. Jones 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	Okeechobee	Okeechobee	Polk
Sale Date	N/A	5/21	10/21	12/21	9/21
Price/Ac	N/A	\$6,495	\$3,515	\$3,996	\$3,970
Size/Ac	3,655.00	2,204.23	1,989.00	10,010.00	3,634.23
Upland %	59%	90%	50%	76%	70%
Overall Rating	N/A	Superior	Inferior	Inferior	Inferior

Mr. Jones analyzed the four tabulated sales above for the purpose of estimating the value of the subject Larger Parcel. The comparables are located in Okeechobee and Polk Counties, Florida.

The sales analyzed for the subject Larger Parcel have sale dates ranging from May 2021 to December 2021. The comparables selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. Jones are considered to be good indicators of value for the subject. These sales reflect a range from \$3,515 to \$6,495 per acre.

Mr. Jones has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as property rights conveyed, financing terms, conditions of sale, market conditions, location, size, wetlands, utilities, zoning/land use and improvements. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. Jones brackets the subject between the indications from inferior rated Sale 3 at \$3,996 per acre and superior rated Sale 1 at \$6,495 per acre. Consideration was given to ongoing improving market conditions and further discussion is made regarding specific characteristics of these two meaningful comparables. As such, a conclusion is reached at \$4,750 per acre. This equates to a final indication of 3,655 acres times \$4,750 per acre; or \$17,361,250 which is rounded to \$17,350,000.

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

Sale #	Subject	Rem. Sale 1	Rem. Sale 2	Rem. Sale 3	Rem. Sale 4
County	Okeechobee	Manatee	DeSoto	DeSoto	Okeechobee
Sale Date	N/A	12/21	10/20	9/19	9/18
Price/Ac	N/A	\$3,405	\$1,590	\$1,453*	\$1,966
Size/Ac	3,655	1,248.33	5,787.63	3,708.39*	1,296.74
Overall Rating	N/A	Superior	Inferior	Inferior	Inferior

*There are slight variations in acreage for the commonly utilized sale as the appraisers had slightly different acreage figures from their separate confirmations. The difference is nominal and does not impact final value conclusions.

Mr. Jones analyzed the four tabulated sales above for the purpose of estimating the value of the subject after placing the Conservation Easement on the property. The sales are located in Manatee, DeSoto and Okeechobee Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from September 2018 to December 2021. 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. Jones are considered to be good indicators of value for the subject. These sales reflect a range from \$1,453 to \$3,405 per acre of gross land area.

Mr. Jones has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as conditions of sale, market conditions, location, size, wetland percentage, encumbrances from CE, fee simple cutouts 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. Jones brackets the subject between the indications from inferior rated Sale 4 at \$1,996 per acre and superior rated Sale 1 at \$3,405 per acre. He concludes at a final value of \$2,550 per acre. This equates to a final indication of 3,655 acres times \$2,550 per acre, or \$9,320,250 which is further rounded to \$9,300,000.

Mr. Jones' 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	\$17,350,000
Total Value After	<u>\$ 9,300,000</u>
Value of Easement	\$ 8,050,000

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	Sale 5
County	Okeechobee	Okeechobee	Polk	Okeechobee	Okeechobee	Okeechobee
Sale Date	N/A	10/21	9/21	12/21	1/22	5/21
Price/Ac	N/A	\$3,515	\$3,970	\$3,996	\$5,100	\$6,495
Size/Ac	3,655	1,989.00	3,634.23	10,010	1,204.20	2,204.23
Upland %	59%	50%	70%	76%	90%	90%
Overall Rating	N/A	Inferior	Slightly Superior	Similar	Superior	Significantly Superior

Mr. String analyzed the five tabulated sales above for the purpose of estimating the value of the subject larger parcel. The sales are located in Okeechobee and Polk Counties in Florida.

The sales analyzed for the subject larger parcel have sale dates ranging from May 2021 to January 2022. The comparables selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. String are considered to be good indicators of value for the subject. These sales reflect a range from \$3,515 to \$6,495 per acre.

Mr. String has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as condition of sale, financing, motivation, market conditions, location, access, size, upland percentage, density 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 \$3,750 to \$4,750 per acre. Mr. String concludes at a value of \$4,500 per acre recognizing strong value growth in the first quarter of 2022. This equates to a final indication of \$4,500 per acre times 3,655 acres; or \$16,447,500 which is further rounded to \$16,450,000.

The following sales were utilized by Mr. String in the valuation of the subject Larger Parcel after the proposed Conservation Easement.

Sale #	Subject	Rem. Sale 1	Rem. Sale 2	Rem. Sale 3	Rem. Sale 4
County	Okeechobee	Osceola	DeSoto	Okeechobee	Manatee
Sale Date	N/A	7/20	9/19	3/18	12/21
Price/Ac	N/A	\$938	\$1,450*	\$2,055	\$3,405
Size/Ac	3,655	1,920.00	3,716.25*	2,604.00	1,248.33
Overall Rating	N/A	Significantly Inferior	Inferior	Slightly Inferior	Slightly Superior

*There are slight variations in acreage for the commonly utilized sale as the appraisers had slightly different acreage figures from their separate confirmations. The difference is nominal and does not impact final value conclusions.

Mr. String analyzed the five tabulated sales above for the purpose of estimating the value of the subject after placing the Conservation Easement on the property. The comparables are located in Osceola, DeSoto, Okeechobee and Manatee Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from March 2018 to December 2021. The sales selected are all agricultural properties with similar highest and best use characteristics and are similarly encumbered by perpetual conservation easements. The comparable sales selected and analyzed by Mr. String are considered to be good indicators of value for the subject. These sales reflect a range from \$938 to \$3,405 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, date of sale, motivation, 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 this analysis Mr. String recognizes a more refined range of from around \$2,250 to \$3,250 per acre as reflected by the tabulated sales. He reconciles at a value indication of \$2,400 per gross acre recognizing more reason to believe it's near the lower end of the range than the higher end of the range due to sale 3 (\$2,055/Ac) being located in the same rural county as the subject and sale 4 (3,405/Ac) being located in a more densely developed coastal county. Mr. String concludes at a value of \$2,400 per acre times 3,655 acres; or \$8,772,000 which is further rounded to \$8,750,000.

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	\$16,450,000
Total Value After	<u>\$ 8,750,000</u>
Value of Easement	\$ 7,700,000

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 only 4.55%. The appraisers arrived at a reasonable and supported conclusion regarding the highest and best use of the subject Larger Parcel. Furthermore, the appraisers have contrasted the subject to sales of a similar highest and best use that are all subject to similar market conditions. As such, the report is considered acceptable and approvable as amended.

The **client** of the appraisal and this review is the Bureau of Appraisal, Division of State Lands of the Florida Department of Environmental Protection (FDEP).

The **intended users** of these appraisal reports are The State of Florida, Bureau of Appraisal, Division of State Lands of the Florida Department of Environmental Protection, 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. The intended use of the appraisals was to serve as an aid for potential acquisition by the State of Florida.

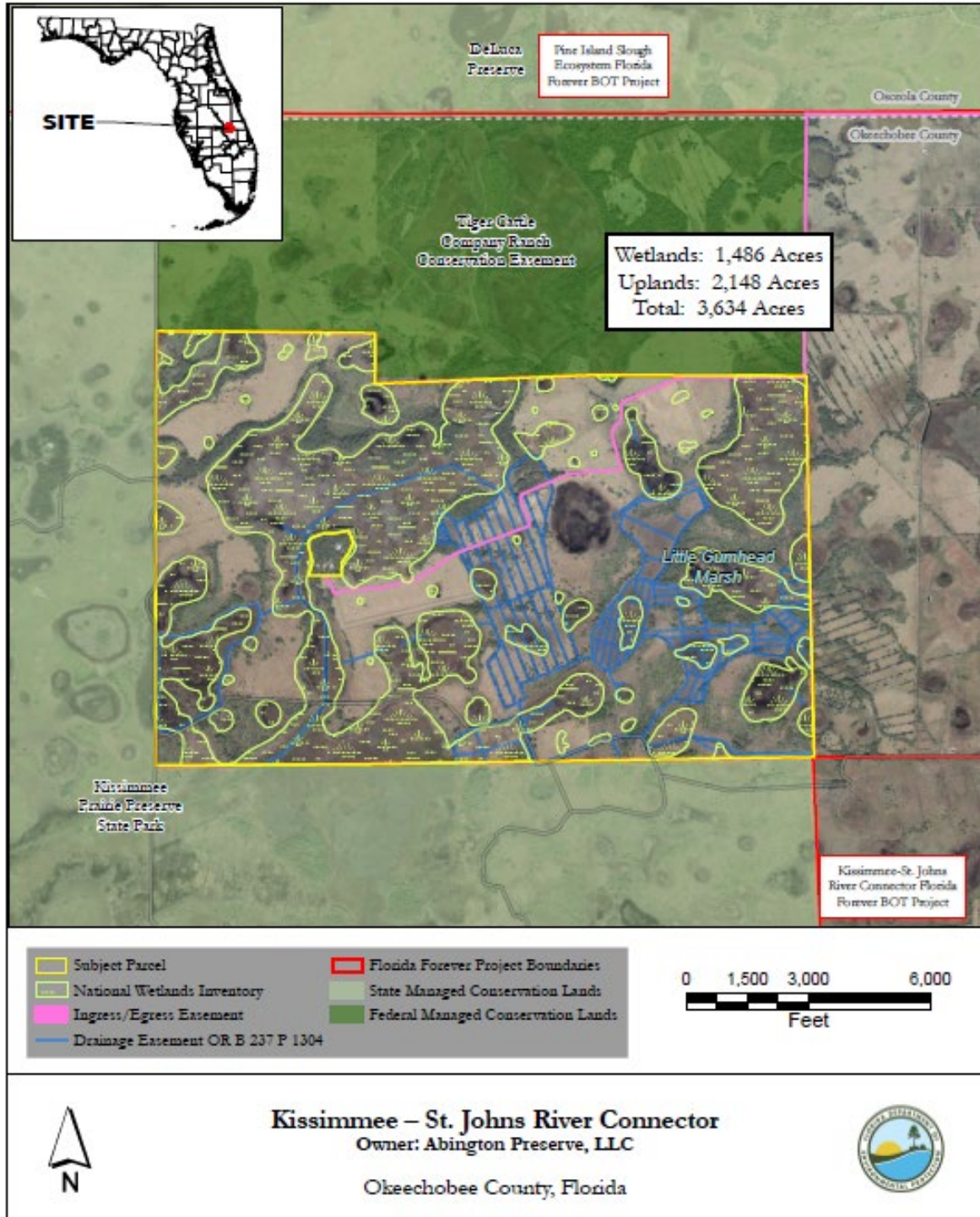
The reviewer has completed a **field and technical review** of the above referenced appraisals. The Purpose of the Review is to form an opinion as to the completeness and appropriateness of the methodology and techniques utilized to form an opinion as to the value of the subject property.

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 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



File Location: I:\P\2021\proj_map\1100001\Kissimmee - St. Johns River Connector\Abington_Preserve_LLC\GIS\Approved_GIS\Kissimmee-St. Johns_River_Connector_Abington_Preserve_LLC.aprx
 Date Saved: 1/16/2022 9:28:45AM
 Map Created By: S. White



Certificate of Completion

Thomas G. Richards, MAI

has successfully completed the

Valuation of Conservation Easements Certificate Program

on January 18, 2008

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

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

John D. Willey, FASA, President, ASA

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



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

Certification

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

1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this review and I have no personal interest or bias with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
6. The appraisal reviewed is in substantial compliance with Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), the Uniform Standards of Professional Appraisal Practice (USPAP) and the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016.
7. 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 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.
8. My analysis, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and complies with those areas of the Uniform Appraisal Standards for Federal Land Acquisitions that might require invocation of USPAP's Jurisdictional Rule.
9. The appraisals reviewed are in substantial compliance with USPAP, SASBOT, as well as Rule 18-1.006, Florida Administrative Code (FAC).
10. No one provided significant professional assistance to the person signing this review report.
11. As of the date of this report, Thomas G. Richards, MAI has completed the requirements of the continuing education program for designated members of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. I have not prepared any prior appraisal services on the subject property. Furthermore, I did personally inspect the subject property



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

May 31, 2022
Date



DEPARTMENT OF THE AIR FORCE
598TH RANGE SQUADRON
AVON PARK AIR FORCE RANGE, FLORIDA AND MACDILL AIR FORCE BASE, FLORIDA,

26 July 2022

MEMORANDUM FOR CALLIE DEHAVEN, Director of Division of State Lands
Department of Environmental Protection
3900 Commonwealth Blvd., Mail Station 140
Tallahassee, FL

FROM: CHARLES E. MACLAUGHLIN, Range Operations Officer
29 South Blvd
Avon Park Air Force Range, FL 33825-9381

SUBJECT: Abington Preserve Florida Forever Project

1. I am writing to express the strong support of Avon Park Air Force Range (APAFR) for the Abington Preserve Conservation Easement Project which is part of the Kissimmee-St. Johns River Connector Florida Forever Project. APAFR (the Range) is a premier air/ground training complex used extensively by all branches of the military and other federal and state agencies. It is the largest United States Air Force training range on the East Coast. Combat units from across the US report a quality of training that they cannot get at any other range. To maintain this level of training and protect the public, it is essential to support compatible land uses bordering the Range.
2. The proposed Abington Preserve conservation easement is located within the Range's military mission footprint and the Avon Park Air Force Range Sentinel Landscape. It is also within a top priority area for the Florida Wildlife Corridor. This project is a perfect, "Win-Win" opportunity to working with a willing seller to preserve compatible land uses and protect imperiled wildlife habitat in a landscape where the military operates, tests, and trains.
3. Specifically, the Abington Preserve project is located under the low-altitude, Marion Military Operating Area (MOA) protecting important helicopter refueling and fighter aircraft maneuvering areas. Protection of Abington Preserve, will significantly diminish the encroachment threat, helping to ensure the most realistic training possible for the Air Force, Navy, Marines, Army, National Guard, Coast Guard, and other federal and state agencies that utilize the Range. As such, the Range strongly supports the Abington Preserve Florida Forever project.

CHARLES E. MACLAUGHLIN, GS-12, USAF
Range Operations Officer

Global Power for America



Northwest Florida Office

1294 Avondale Way | Tallahassee, Florida 32317-8451 | tel 850.528.5261

www.defenders.org

July 22, 2022

Callie DeHaven, Director
Division of State Lands
Florida Department of Environmental Protection
3900 Commonwealth Blvd., MS 140
Tallahassee, FL 32399

RE: Defenders of Wildlife's Letter of Support for the Abington Preserve Conservation Easement Proposal, Kissimmee-St. Johns River Connector Florida Forever Project

Dear Director DeHaven:

On behalf of Defenders of Wildlife (Defenders), we are pleased to support the Abington Preserve Conservation Easement Proposal which is part of the Kissimmee-St. Johns River Connector Florida Forever Project. Founded in 1947, Defenders is a national non-profit conservation organization focused solely on wildlife and habitat conservation and the safeguarding of biodiversity. Defenders has more than 124,000 members and supporters in Florida.

Defenders supports the less-than-fee simple acquisition of this 3,634-acre easement critical to the recovery of the endangered Florida grasshopper sparrow. Acquisition of this tract would also protect the habitat of the sandhill crane, mottled duck, wood stork, crested caracara, and other imperiled wildlife species. This tract is within a strategic habitat conservation area, a Florida Wildlife Corridor Priority 1 Area, and the Northern Everglades Headwaters National Wildlife Refuge Conservation Partnership Area. Abington Preserve fills a gap between two managed conservation lands as it is bordered on the west and south by Kissimmee Prairie State Preserve and the Tiger Cattle Company Ranch Conservation Easement to the north. The proposed conservation easement is within the Avon Park Air Force Range Sentinel Landscape and would prevent conversion of the property to uses not compatible with military operations of the Avon Park Air Force Range. Lastly it buffers Kissimmee Prairie State Preserve which is Florida's first Dark Sky Park as recognized by the International Dark Sky Association.

Thank you for the opportunity to support this important project protecting Florida's biodiversity and the mission of Avon Park Air Force Range.

Sincerely,

Kent L. Wimmer, AICP

Senior Northwest Florida Representative

kwimmer@defenders.org



2606 Fairfield Ave. South
St. Petersburg, FL 33712
July 19, 2022

Callie DeHaven, Director
Division of State Lands
Florida Department of Environmental Protection
3900 Commonwealth Blvd., MS 140
Tallahassee, FL 32399

Dear Director DeHaven,

The Florida Wildlife Corridor Foundation (Foundation) supports the acquisition of a conservation easement (CE) on the 3,634 acre Abington Preserve parcel which is part of the Kissimmee St. Johns River Connector Florida Forever project.

Protection of the Abington parcel would add significant acreage and important habitat to a block of existing public conservation lands made up of Avon Park Air Force Range, Lake Wales Ridge State Forest and the Kissimmee Prairie State Park Preserve. This conservation block represents a rich and important ecosystem hub and is one of the few dark sky areas of the state. Maintaining dark sky conditions where possible has important ecological implications for ecosystem health.

This property contains approximately 2,100 acres of imperiled dry prairie that support a significant number of critically endangered Florida Grasshopper Sparrows (FGSP). It also contains numerous wet prairies and freshwater marshes. The Foundation recognizes that an in-perpetuity CE on this property would provide benefits to many other listed species in addition to the FGSP such as the Wood Stork, Crested Caracara, Bachman's Sparrow and Gopher Tortoise. It would also provide significant ecosystem services to the people of Florida for future generations. This working landscape will continue to support rural agricultural practices compatible with ecosystem functions essential for resilient and sustainable wildlife populations. The Foundation recognizes the value of this parcel as part of a Sentinel Landscape designation where maintaining dark sky conditions are vital to Air Force Range training operations and military readiness.

This project helps to advance the goals set forth in the Florida Wildlife Corridor Act, which seeks to maintain access for wildlife to habitats for migration and genetic exchange, prevent habitat fragmentation, protect headwaters of important watersheds, protect ecological connectivity, promote flood/sea-level rise resiliency and ecosystem functions, protecting groundwater recharge for drinking water and estuary health. For this reason we support the acquisition of a CE on the Abington Preserve parcel.

With Gratitude,

A handwritten signature in blue ink that reads "Jason Lauritsen".

Jason Lauritsen
Chief Conservation Officer

THE
CONSERVATION FUND

Rebecca Perry
Keystone Heights, FL 32656
Phone: 321-558-4376
Email: rperry@conservationfund.org
www.conservationfund.org

February 22, 2022

The Honorable Governor Ron DeSantis
The Honorable Commissioner of Agriculture Nikki Fried
The Honorable Attorney General Ashley Moody
The Honorable Chief Financial Officer Jimmy Patronis

Via: Amy.Phillips@dep.state.fl.us

RE: Letter of Support for the Acquisition of a conservation easement over 3,634 acres within the Kissimmee-St. Johns River Connector Florida Forever Project

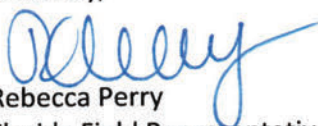
Dear Governor DeSantis and the Members of the Board of Trustees of the Internal Improvement Trust Fund:

On behalf of The Conservation Fund, I am pleased to support the acquisition of a conservation easement over 3,634 acres within the Kissimmee-St. Johns River Connector Florida Forever Project and the Everglades Headwaters National Wildlife Refuge (the "Property").

The Property lies within the military operating area of Avon Park Air Force Range, and is adjacent to Kissimmee Prairie Preserve State Park. It contains over 2,000 acres of imperiled dry prairie ecosystem, which is habitat for the endangered Florida grasshopper sparrow. In 2017, it was reported that there were approximately 50-60 Florida grasshopper sparrows ("FGSP") remaining in the wild, thus protecting property in this area is extremely important for the survival of the FGSP. In addition to these wildlife benefits, the conservation easement protects the military mission of Avon Park Air Force Range due to the location of the property within the military operating area, and the securing of Florida grasshopper sparrow habitat outside of the installation boundary. According to the Florida Defense Alliance's Florida Defense Industry Economic Impact Analysis (2022), the military accounted for 8.5% of Florida's 2020 Gross State Product (GSP), and over 860,000 jobs. Projects such as this conservation easement, which safeguard the military's ability to continue operating, are vital to Florida's economy.

At the Fund, we believe that we can have a healthy environment and a vibrant economy. We do that through smart, collaborative conservation that is good for the environment and good for people. Thank you for considering this project and for the opportunity to comment.

Sincerely,


Rebecca Perry
Florida Field Representative