

AGENDA
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
September 29, 2026

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

Item 1 **Rule Chapters 18-1 and 18-2, Florida Administrative Code, Notice of Proposed Rule/ Final Adoption**

REQUEST: Consideration of a request to (1) publish a Notice of Proposed Rulemaking to amend two rules within Chapter 18-1, Florida Administrative Code (F.A.C.), “State Land Acquisition Procedures” and three rules within Chapter 18-2, F.A.C., “Management of Uplands Vested in the Board of Trustees,” and (2) file the proposed amendments for final adoption with the Florida Department of State, pursuant to section 120.54(3)(e)1., Florida Statutes (F.S.), if there is no Notice of Change made to the Proposed Rule.

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

COUNTY: Statewide

APPLICANT: Florida Department of Environmental Protection (Department)

STAFF REMARKS: Rulemaking under Chapter 120, F.S., is structured into three separate major steps: the Notice of Development of Rulemaking, the Notice of Proposed Rule, and Adoption/Certification of the final rule. The Board of Trustees acts as agency head over rules in Title 18, F.A.C. Having completed the first step of rule development, the Department is requesting approval to proceed to the next two steps, which, pursuant to section 120.54(1)(k), F.S., may not be delegated.

A Notice of Proposed Rule is published in the Florida Administrative Register (FAR) and provides notice of the language intended to be adopted pursuant to section 120.54(3)(a)1., F.S. Following publication, any substantially affected person may submit written comments, request a public hearing on the rule, or challenge the proposed rules. Additionally, staff to the Joint Administrative Procedures Committee can provide comments on the proposed rule. If the Department receives comments and proposes a Notice of Change to the proposed rule, the Department will return to the Board of Trustees prior to filing the certification package (adoption). If, however, there are no substantive changes that require a Notice of Change to the proposed rule, the Department requests that the Board of Trustees authorize the Department to file the certification package for the proposed rule.

Background

The proposed rulemaking was initiated by passage of Senate Bill 108 during the 2025 Florida Legislative session, which created section 120.5435, F.S. In addition to incorporating the requirements established by the new statutory provision, Department staff identified and incorporated revisions to improve the clarity, accuracy, and administration of the rule. These revisions include updating and clarifying definitions, removing outdated or obsolete references, revising language to provide greater clarity and consistency, incorporating subsequent statutory changes, reflecting prior approvals by the Board of Trustees, and streamlining existing procedures to improve efficiency and facilitate implementation.

Item 1, cont.

Notice of Development of Rulemaking: Pursuant to the Board of Trustees' delegation of authority, the Department may initiate rulemaking and conduct public workshops and hearings upon notification to the Cabinet Offices. On February 25, 2026, the Division of State Lands provided a memorandum to the Board of Trustees with the subject, "Notice of Intent to Initiate Rulemaking & Publish Notice of Development of Rulemaking," notifying the Board of Trustees of the Division of State Land's intent to initiate rulemaking.

Subsequently, the Department, serving as staff to the Board of Trustees, published a Notice of Development of Rulemaking in the FAR on March 18, 2026, for proposed amendments to Chapter 18-1, F.A.C., and Chapter 18-2, F.A.C.

Summary of Proposed Changes

The 2025 rule review process encompassed most of Chapter 18-1, F.A.C., as well as portions of Chapter 18-2, F.A.C. As a result of that review, the Department determined that certain provisions required substantive revisions to ensure the rules remain current, accurately reflect applicable statutory requirements and Board of Trustees' actions, and provide clear and effective procedures for administration.

- Chapter 18-1, F.A.C., titled "State Land Acquisition Procedures," establishes the policies, procedures, and standards governing the acquisition of state lands. The chapter currently distinguishes between acquisition procedures for conservation lands and non-conservation lands and contains references to statutory provisions that are no longer applicable. Specifically, section 259.041, F.S., which previously governed the acquisition of conservation lands, was repealed in 2016. At the same time, section 253.025, F.S., was amended to establish the statutory framework governing the acquisition of both conservation and non-conservation lands. Accordingly, Rules 18-1.001 and 18-1.002, F.A.C., require substantive revisions to remove outdated statutory references, conform the rules to the current statutory framework, and clarify and update the acquisition procedures to ensure consistency with applicable law.
- Chapter 18-2, F.A.C., titled "Management of Uplands Vested in the Board of Trustees," establishes the policies, procedures, and standards governing the management and use of uplands owned by the Board of Trustees. As part of the rule review, the Department determined that Rules 18-2.017, 18-2.018, and 18-2.019, F.A.C., require substantive revisions. The proposed amendments will update statutory references to reflect current law, remove requirements that have been repealed or are no longer applicable, and revise and update the associated exhibits. These changes will ensure the rules remain current, accurately reflect existing statutory authority and requirements, and provide clear and consistent guidance for the administration and use of Board of Trustees-owned uplands.

(Attachment 1)

RECOMMEND: APPROVAL

Item 2 **Riviera Dunes Owners' Association, Inc./ Recommended Consolidated Intent/
Lease Modification**

REQUEST: Consideration of an application for the (1) authorization to exceed the preempted area to shoreline ratio, pursuant to Rule 18-21.004(4)(b)2, F.A.C., and (2) modification of a 10-year sovereignty submerged land lease containing 3,945 square feet, more or less, to an increased preemption area of 7,664 square feet, more or less, for a private residential multifamily docking facility.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Escambia

APPLICANT: Riviera Dunes Owners' Association, Inc.
c/o Danna Schwab, HOA President
Lease No.: 170030631
Application No.: 0130704-002-EI/17

LOCATION: 16684 Perdido Key Drive
Pensacola, FL 32507
Waterbody: Old River
Classification: Class III, Unclassified for Shellfish Harvesting
Designated Manatee County: No
Manatee Aggregation Area: No
Manatee Protection Speed Zone: No

CONSIDERATION: \$5,403.93, representing (1) \$210.03 as the 25 percent surcharge payment for the additional 3,719 square feet of lease area pursuant to Rule 18-21.011(1)(b)3, F.A.C., and (2) \$5,193.90 as the one-time premium for the total 7,664 square feet of lease area pursuant to Rule 18-21.011(1)(c), F.A.C. In accordance with section 253.0347, F.S., and Rule 18-21.011(1)(b)10, F.A.C., no annual lease fee is required as long as the Applicant's upland uses, and use of the slips remain as described in the application. Sales tax and county discretionary sales surtax will be assessed pursuant to sections 212.031 and 212.054, F.S., if applicable.

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

The project is required to demonstrate that it is "not contrary to the public interest," pursuant to Article X, Section 11 of the Florida Constitution, Chapter 253, F.S., and Rule 18-21.004(1)(a), F.A.C. The Applicant has provided reasonable assurance that the proposal will maintain essentially natural conditions; will not significantly impact fish and wildlife and other natural resources, including public recreation and navigation; is consistent with the goals and objectives of the "Conceptual State Lands Management Plan;" is consistent with the local government's comprehensive plan; and will not

Item 2, cont.

interfere with the riparian rights of adjacent property owners. Therefore, the Department is of the opinion that the proposal is “not contrary to the public interest” and otherwise meets all applicable requirements for a proprietary authorization to use sovereignty submerged lands.

Background

The site features a 24-unit residential condominium with an associated docking structure for the mooring of recreational vessels, which is authorized by a sovereignty submerged lands lease. The original five-year lease, encompassing 3,945 square feet, was authorized on July 6, 1999. The lease was subsequently renewed by the Department for two additional five-year terms, on July 6, 2004 and July 6, 2009, and two additional 10-year terms, on July 6, 2014 and July 6, 2024. The increased term length was a result of a legislative change.

On April 19, 2024, a site inspection was conducted and confirmed that the facility is in compliance. There have been additional permitting related site visits that were performed on April 12, 2022, April 22, 2024, September 16, 2024, June 30, 2025, and June 29, 2026, all of which found the facility to be in compliance.

Project Detail

The proposed project will (1) increase the preempted area from 3,945 square feet to 7,664 square feet, more or less; and (2) reconfigure and expand the existing 14-slip multifamily residential docking facility to include an additional seven slips for a total of 21 wet slips.

The proposed project is located within Old River, a Class III waterbody. The existing in-water multifamily docking facility is used exclusively for the mooring of recreational vessels belonging to tenants of the associated upland 24-unit residential condominium and does not contain boat lifts. As proposed, the docking facility will accommodate private recreational vessels up to 23 feet in length with drafts up to 3 feet. Water depths in the preempted area range from 4 to 6 feet, which is sufficient for the proposed use, thus no dredging is being proposed.

The proposed project will expand the preempted area from 3,945 square feet to 7,664 square feet and increase the number of wet slips from 14 to 21. The reconfiguration will remove the existing 1,119 square foot wooden deck structure and replace it with a grated deck structure totaling 1,613 square feet, resulting in an overall increase of 494 square feet of overwater structure.

The reconfigured docking facility will accommodate private recreational vessels up to 23 feet in length with drafts up to 3 feet. Slips one, two, 20, and 21 will accommodate vessels up to 16 feet in length. Existing water depths within the preempted area range from 4 feet to 6 feet, which is sufficient to support the proposed use; therefore, no dredging is being proposed. All 21 wet slips associated with the private residential multifamily docking facility will continue to be used exclusively in conjunction with the 24-unit residential condominium. Additionally, slips three through 19 shall allow for the installation of boatlifts.

The Department’s Environmental Resource Permit does not authorize liveaboards, sewage pumpout facilities, or fueling facilities. Specific conditions for in-water construction have been included, and

Item 2, cont.

the recommendations of the Fish and Wildlife Conservation Commission regarding manatee protection have been addressed. The permit also includes measures to protect seagrass resources.

Conservation Easement

A conservation easement was established on November 3, 1999, along the Applicant's 104 feet of shoreline, benefiting the Board of Trustees. This easement was a requirement under the previous Rule 18-21.004(4)g, F.A.C. Although the conservation easement is no longer required, the Applicant is seeking a lease modification that includes an amendment to the existing conservation easement. The amendment would revise the easement language to reference the docking facility as depicted in the lease rather than the facility identified in the conservation easement as "Exhibit B," which currently restricts the construction of any additional water-dependent structures beyond those shown in "Exhibit B."

Resources

Benthic surveys and Department inspections from June 23, 2022, April 12, 2022, June 30, 2025, and June 29, 2026, confirmed the presence of emergent vegetation (*Juncus roemerianus* and *Spartina alterniflora*) and seagrasses (*Halodule wrightii*) along the shoreline and under the access pier. To safeguard resources, the Applicant has located all wet slips waterward of the seagrasses, included handrails and "no mooring" signs along the access pier, and will construct the docking facility using grated decking. Additionally, the nearshore area that contains resources is not included in the preempted area pursuant Rule 18-21.003(48), F.A.C. Therefore, no adverse impacts to resources are expected hence no mitigation is required.

Net Positive Public Benefit

The Applicant's riparian shoreline is approximately 104 linear feet and is used in the 40 square foot to 1 linear foot, or 40:1, ratio calculation, pursuant to Rule 18-21.004(4)(b)2., F.A.C., which allows the Applicant to preempt up to 4,160 square feet without requiring net positive public benefit. The proposed lease area exceeds the 40 to one ratio by approximately 3,504 square feet, thus is required to provide net positive public benefit, pursuant to Rule 18-21.004(4)(b)2, F.A.C.

As net positive public benefit, the Applicant has proposed to contribute \$17,255 to the Escambia County Marina Environmental Stewardship Fund for public access enhancements at Perdido Key Public Access Three. Specifically, the contribution will assist in funding the installation of a mobility mat and conversion of the existing gravel parking lot to pervious concrete.

Noticing

The sovereignty submerged lands lease modification request was noticed to 31 property owners within a 500-foot radius of the project, as well as all other interested parties, pursuant to Rule 18-21.004(1)(m), F.A.C. During the noticing period, one objection was received.

This objection raised potential navigational concerns regarding access to the western slips, specifically the potential for vessels to cross the riparian line into an adjacent property owner's riparian area. The Applicant addressed this concern by implementing two key measures: restricting the two landward-

Item 2, cont.

most slips on each side of the docking facility to vessels less than 16 feet in length and prioritizing the occupancy of the eastern slips over the western slips.

Initially, the objector appeared to accept these modifications during an on-site meeting, along with additional proposed actions including the installation of protective pilings and "No Wake Zone" signs. However, the Applicant subsequently indicated that the revised drawings and actions did not alter the objector's position. Notwithstanding this, the Applicant has affirmed their willingness to accept permit stipulations dictating that the slips closest to the area of concern will be filled last.

It is the Department's opinion that the Applicant has adequately addressed the navigational concerns. The proposed docking facility is setback 25 feet from the adjacent riparian line, vessels will be limited to a maximum length of 23 feet, and the permit will include conditions requiring that the eastern slips and the waterward-most western slips be occupied prior to the slips nearest the adjacent dock, to the extent practicable. Based on these conditions, navigation impacts are not anticipated.

(Attachment 2)

**RECOMMEND: APPROVAL, SUBJECT TO THE SPECIAL APPROVAL CONDITION(S),
THE SPECIAL LEASE CONDITION(S), PAYMENT OF \$5,403.93, AND
DONATION OF \$17,255 TO THE ESCAMBIA COUNTY MARINA
ENVIRONMENTAL STEWARDSHIP FUND.**

**Item 3A Board of Trustees/ Elements Development of Jacksonville, LLC Sovereignty
Submerged Land Exchange Agreement/ Warranty Deed Acceptance/
Determination**

REQUEST: Consideration of (1) a determination, pursuant to Article X, section 11 of the Florida Constitution and Rule 18-21.004(1)(a), F.A.C., that an exchange of 7,093 square feet, more or less, of sovereignty submerged lands in the St. Johns River is in the public interest; (2) an exchange agreement to convey 7,093 square feet, more or less, of sovereignty submerged lands for 14,751 square feet, more or less, of privately owned submerged land; and (3) acceptance of a warranty deed releasing any right, title, or interest held by Elements Development of Jacksonville, LLC to the 14,751 square feet, more or less, of privately owned submerged lands located in the St. Johns River.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Duval

APPLICANT: Elements Development of Jacksonville, LLC (Elements)

LOCATION: Sections 45 and 60, Township 2 South, Range 26 East
St. Johns River

Item 3A, cont.

CONSIDERATION: Parcel for parcel

<u>PARCEL</u>	<u>Square Feet</u>	APPRAISED BY	APPROVED	EXCHANGE	CLOSING
		Jehs (05/14/2026)	VALUE	VALUE	DATE
Elements	14,751	\$37,000	\$37,000	\$37,000	150 days after Board of Trustees approval
Board of Trustees	7,093	\$17,800	\$17,800	\$17,800	

STAFF REMARKS:

Background

Historically, the upland property was the location of Jacksonville Electric Authority's (JEA) Southside Generating Station. Improvements associated with this site included fill and a seawall, a concrete intake structure, docks, and mooring structures. In August 2019, certain areas associated with the intake structure and docks were disclaimed by the Board of Trustees to Elements pursuant to Disclaimer No. 42071. This disclaimer represents a Butler Act claim granted to Elements following its acquisition, on July 12, 2018, of the vacant upland property and privately held submerged lands.

Since the acquisition of the property, Elements has received several upland permits from the St. Johns River Water Management District for the planned commercial mixed-use development. The development is intended to be integrated with the commercial marina facility approved by the Board of Trustees on December 17, 2024.

Project Details

Elements proposes to exchange its 14,751 square foot disclaimed Butler Act parcel for 7,093 square feet of sovereignty submerged lands located within a former intake structure previously used by JEA. If approved, Elements will convey to the Board of Trustees, by warranty deed, all right, title, and interest it holds in the 14,751 square feet of privately owned submerged lands. The Board of Trustees will then convey the 7,093 square feet of sovereignty submerged lands to Elements by quitclaim deed.

Constitutional Requirement

Pursuant to Article X, section 11 of the Florida Constitution, and Rule 18-21.004(1)(a), F.A.C., the Board of Trustees may convey sovereignty submerged lands if determined by the Board of Trustees to be in the public interest. The Department offers the following to assist the Board of Trustees in making an affirmative determination that the exchange is in the public interest:

- The Board of Trustees will receive title to privately owned submerged lands located in the St. Johns River, resulting in a 2:1 exchange in favor of the Board of Trustees.
- The exchange will enhance access to open-to-the-public slips, a public park, water taxi service, hotels, restaurants, and other viable water-dependent support facilities and maintain public access to navigable waters of the state.
- The exchange will allow Elements to address the existing deteriorating industrial structures surrounding the public parcels while ensuring that any contaminants resulting from the site's prior industrial use are contained and prevented from migrating into the St. Johns River.

Item 3A, cont.

- The exchange will more effectively align the state-owned submerged lands, making lease inspections and compliance reviews easier for both the Applicant and the Department.

Noticing

Pursuant to section 253.11, F.S., property owners within a 500-foot radius of the proposed exchange were specifically noticed and no objections were received by June 26, 2026, which was the end of the noticing period.

Comprehensive Plan

A consideration of the status of the local government comprehensive plan was not made for this item.

(Attachment 3A)

RECOMMEND: **APPROVAL**

Item 3B **Board of Trustees/ Sharon Decker Exchange Agreement/ Blackwater River State Forest/ Determination**

REQUEST: Consideration of (1) a determination that an approximately 1.61-acre parcel of land owned by the Board of Trustees is (a) no longer needed for conservation purposes, pursuant to Article X, section 18 of the Florida Constitution, and section 253.0341(1), F.S.; and (b) surplus; (2) a determination that an exchange will (a) result in a net positive conservation benefit to the state, pursuant to section 253.0341(1), F.S.; and (b) provide a greater benefit to the public than its retention in Board of Trustees' ownership, pursuant to Rule 18-2.018(3)(b)1.c., F.A.C.; and (3) approval of an exchange agreement whereby the Board of Trustees will convey approximately 1.61 acres of state-owned conservation land in exchange for approximately 5.18 acres of privately owned land from Sharon Decker.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Okaloosa

APPLICANT: Sharon Decker

LOCATION: Section 31, Township 06 North, Range 25 West

Item 3B, cont.

CONSIDERATION: Parcel for parcel

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY	APPROVED	EXCHANGE	CLOSING
		Griffith <u>04/10/2026</u>	<u>VALUE</u>	<u>VALUE</u>	<u>DATE</u>
Sharon Decker	5.18	\$59,000	\$59,000	\$59,000	180 days after Board of Trustees approval
Board of Trustees	1.61	\$21,000	\$21,000	\$21,000	

STAFF REMARKS: The Department and the Florida Department of Agriculture and Consumer Services' (FDACS) Florida Forest Service (FFS) are proposing to exchange a 1.61-acre parcel of state-owned conservation land for 5.18 acres of land owned by Sharon Decker.

Background

In 1955, the United States of America conveyed 121,427 unsurveyed acres, now known as the Blackwater River State Forest (BRSF), to the former Florida Board of Forestry, predecessor to FFS, pursuant to the Bankhead-Jones Farm Tenant Act of 1937. The conveyance was subject to the condition that the land be used for public purposes; otherwise, the lands would revert to the United States of America. The lands were subsequently conveyed to the Board of Trustees pursuant to section 253.03(6), F.S., subject to the reverter language contained in the deed. The lands are currently managed by FFS pursuant to Board of Trustees' Lease No. 3686.

Project Detail

In the 1930s, the Applicant's father, Charles Booker, purchased a larger tract of land that he believed included the subject 1.61-acre parcel. When the Applicant purchased a portion of Mr. Booker's property, a survey revealed that the 1.61-acre parcel was owned by the Board of Trustees. The parcel is currently leased to FFS as part of BRSF and is difficult to manage due to the existing improvements, including a dog pen, shed, and power line.

The proposed exchange will benefit FFS by removing 1.61 acres of difficult to manage land and replacing it with 5.18 acres of adjacent forested land that will better support FFS's goals and objectives for public land conservation and utilization. Additionally, the exchange will resolve an existing encroachment issue within BRSF.

In 2025, the Department contacted the U.S. Department of Agriculture regarding the existing reverter applicable to the subject state-owned parcel and received approval to proceed with the proposed exchange, subject to the condition that the reverter be transferred from the 1.61-acre state-owned parcel to the 5.18-acre parcel proposed for acquisition. The Department, FFS, and the U.S. Department of Agriculture have worked collaboratively to satisfy the requirements of all parties and resolve the encroachment.

Acquisition and Restoration Council

The proposed exchange was recommended for approval by the Acquisition and Restoration Council on December 12, 2025.

Item 3B, cont.

Constitutional, Statutory, and Rule Requirements

Pursuant to Article X, section 18 of the Florida Constitution, the fee interest in real property may be disposed of only if the governing board of the entity holding title determines that the property is no longer needed for conservation purposes and approves the disposition by a two-thirds vote of the governing board. Pursuant to section 253.0341(1), F.S., to surplus conservation lands, the Board of Trustees, by a vote of at least three members, must determine that the lands are no longer needed for conservation purposes and that the exchange will result in a net positive conservation benefit to the state. Pursuant to Rule 18-2.018(3)(b)1.c., F.A.C., the surplus lands must provide a greater benefit to the public than its retention in Board of Trustees' ownership.

The Department offers the following information to assist the Board of Trustees in determining that the 1.61-acre parcel is no longer needed for conservation purposes:

- The subject parcel contains existing improvements that make it difficult to manage for public land conservation and utilization.

The Department offers the following information to assist the Board of Trustees in determining that the proposed exchange will provide a net positive conservation benefit to the state and a greater public benefit than retaining the parcel in Board of Trustees' ownership:

- The new configuration of the state-owned lands will enhance public use and is compatible with the overall land management plan for this conservation area;
- The state will acquire 5.18 acres of forested land adjacent to BRSF, resulting in a net gain of 3.57 acres of state-owned land; and
- The exchange will resolve an existing encroachment within BRSF.

Management Review

FFS, as the manager of BRSF, supports the proposed exchange. The 5.18 acres of land to be acquired will be added to BRSF and will further support the purposes of the forest, including public land conservation and utilization.

Comprehensive Plan

The Department has determined the proposed exchange is not subject to the local government planning process. The acquisition of the private parcel is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands' section of the State Comprehensive Plan.

(Attachment 3B)

RECOMMEND: APPROVAL

**Item 4A: CA & KC Properties, LLC Option Agreement/ Conservation Easement/
Etoniah/Cross Florida Greenway Florida Forever Project**

REQUEST: Consideration of an option agreement to acquire a conservation easement over approximately 2,708 acres within the Etoniah/Cross Florida Greenway Florida Forever project from CA & KC Properties, LLC.

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

COUNTY: Putnam

LOCATION: Sections 01, 02, 07, 11 through 14, Township 11 South, Range 25 East

CONSIDERATION: \$5,416,000

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED VALUE</u>	<u>SELLER'S PURCHASE PRICE</u>	<u>TRUSTEES' PURCHASE PRICE</u>	<u>OPTION DATE</u>
		<u>(06/23/2026)</u>	<u>(06/23/2026)</u>				
CA & KC Properties, LLC	2,708	\$5,960,000	\$5,555,000	\$5,960,000	\$N/A*	\$5,416,000** (91%)	180 days after BOT approval

*Property was assembled over multiple decades.

**\$2,000 per acre.

STAFF REMARKS: The subject parcel is located within the Etoniah/Cross Florida Greenway Florida Forever project, ranked number nine in the Florida Forever Critical Natural Lands project category, approved by the Board of Trustees on February 24, 2026. The project contains 98,290 acres, of which 49,357 acres have been acquired or are under agreement to be acquired.

Project Description

The Etoniah/Cross Florida Greenway Florida Forever project will protect large expanses of flatwoods, sandhills, and scrub in central Putnam County, which extends to the Marjorie Harris Carr Cross Florida Greenway along the Ocklawaha River. The project will fill gaps in the greenway and guarantee habitat for imperiled species like Florida black bear, Florida scrub-jay, and Etoniah rosemary. The project supports the expansion of outdoor resource-based recreation along the greenway, which is a unique piece of public conservation land that crosses the entire Florida peninsula from the Withlacoochee River to the St. Johns River and provides opportunities for long-distance hiking, fishing, camping, and hunting.

Property Description

The 2,708-acre subject property is a predominantly wooded tract located south of Putnam County, approximately 6 miles southwest of Palatka. Located within the Ocala-to-Osceola Wildlife Corridor, acquisition of the subject property will create a connection between existing conservation land, including the Marjorie Harris Carr Cross Florida Greenway State Recreation and Conservation area, Rodman Plantation Rural Lands Protection Easement, and Alford/Clapp Conservation Easement.

Item 4A, cont.

Acquisition of the subject property would protect the surface water resource and aquifer recharge areas as the property lies between the St. Johns River and Lake Ocklawaha. Protection of the property's native landscape including basin swamps, sandhill, and scrubby flatwoods will preserve essential habitat for many imperiled species such as Florida black bear, gopher tortoise, sandhill crane, and swallow-tailed kite. The property lies within a wildlife corridor of the Florida Ecological Greenways Network.

Prohibited Uses

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

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless needed for maintenance as provided in the easement;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- There shall be no planting of nuisance exotic or non-native plants;
- Commercial and industrial activities will be prohibited, except as may be incidental to the exercise of grantor's reserved rights in Article V;
- New construction or placing of temporary or permanent structures or buildings on the property will be prohibited except as may be necessary for maintenance, normal operation, or emergency situations;
- Construction of new roads or jeep trails;
- No operation of motorized vehicles except on established trails and roads unless necessary to protect or enhance the conservation values of the property; for emergency purposes; for cattle ranching purposes; and to access, hunt or to retrieve game hunted legally;
- Current agricultural uses shall not be converted to more intense agricultural uses, and natural areas shall remain natural areas;
- Spring recharge areas must use best management practices (BMPs) for fertilizer use, as established by Florida Department of Agriculture and Consumer Services, and agriculture activities within 100 feet of sinkholes, springs, and other karst features are prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species are prohibited;
- Signs, billboards, or outdoor advertising are prohibited except signs designating the property as conservation lands protected by the State of Florida or reasonable directional or postal signs;
- No commercial water wells on the property;
- No commercial timber harvesting; and
- There shall be no mitigation banks established on the property.

Item 4A, cont.

Owner's Rights Retained

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

- The right to observe, maintain, photograph, fish, hunt, and introduce and stock native fish or wildlife, to use the property for passive, resource-based recreation not inconsistent with the purpose of the easement. Grantor shall continue to own hunting and fishing rights;
- The right to conduct controlled and prescribed burns with proper authorization;
- The right to mortgage the property;
- The right to contest taxes;
- The right to continue to use, maintain, repair, and reconstruct, but not relocate or enlarge, all existing buildings as depicted on the Baseline Documentation Report (BDR);
- The right to continue existing agricultural practices, as depicted in the BDR, and the use of commonly accepted fertilizers, pesticides, and herbicides using BMPs;
- The right to host relocated endangered, threatened, or special concern of native Florida species;
- The right to maintain or restore the existing natural habitat communities per the BDR;
- The right to maintain a commercial cattle operation in accordance with BMPs;
- The right to construct perimeter fencing on the property;
- The right to engage in silviculture in areas depicted in BDR according to BMPs; and
- The right to participate in programs or projects that benefit from, enhance, and/or manage environmental attributes or permissible agricultural uses, so long as such programs are consistent with conservation purposes.

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

The subject property will be monitored by the Department's Office of Environmental Services, who currently monitors 223 conservation easements protecting 488,256 acres.

Comprehensive Plan

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

Item 4A, cont.

(Attachment 4A)

RECOMMEND: **APPROVAL**

Item 4B **Crow's Nest Farm, LLC Option Agreement/ Conservation Easement/ Panther Glades Florida Forever Project**

REQUEST: Consideration of an option agreement to acquire a conservation easement over approximately 3,567 acres within the Panther Glades Florida Forever project from Crow's Nest Farm, LLC, or its successors or assigns.

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

COUNTY: Hendry

LOCATION: Sections 34-36, Township 46 South, Range 31 East and sections 01-03, 11, Township 47 South, Range 31 East and Sections 05-06, Township 47 South, Range 32 East

CONSIDERATION: \$13,390,000

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		Neill (04/08/2026)	Hendry (04/08/2026)				
Crow's Nest Farm, LLC	3,567	\$14,300,000*	\$12,485,000	\$14,300,000	\$25,875,900*	\$13,390,000** (94%)	180 days after BOT approval

*Property was purchased in 2024 for \$25,875,900.

**\$3,754 per acre.

STAFF REMARKS: The subject property is located within the Panther Glades Florida Forever project, ranked number eight in the Florida Forever Critical Natural Lands project category, approved by the Board of Trustees on February 24, 2026. The project contains 64,810 acres, of which 29,025 acres have been acquired or are under agreement to be acquired.

Project Description

The Panther Glades Florida Forever project is a large landscape and watershed in south-central Hendry County that forms a wildlife corridor between multiple Florida Forever projects, including the Devil's Garden, Half Circle L Ranch, and Save Our Everglades projects. This region is essential to maintain a viable population of the Florida panther and additional native wildlife species that require extensive swaths of habitat such as the Florida black bear and the Eastern indigo snake.

Item 4B, cont.

Property Description

The subject property consists of 3,567 acres within the Panther Glades Florida Forever project and the Caloosahatchee Big Cypress Corridor located in Hendry County. The property fills a gap between Dinner Island Ranch Wildlife Management Area and Finca Vigia, contributing to a mosaic of conservation lands in the area. Protection of these critical habitats and agricultural lands provides foraging areas and dispersal routes for a wide range of imperiled species; most notably the Florida panther, but also a wide range of native birds including roseate spoonbills, Florida sandhill cranes, wood storks, and crested caracara. Conservation of these lands also protects the integrity and functionality of agricultural activities threatened by development. In addition, the property is within a Primary Zone of habitat for the federally endangered Florida panther and lies within a wildlife corridor of the Florida Ecological Greenways Network.

Prohibited Uses

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

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless needed for maintenance as provided in the easement;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- There shall be no planting of nuisance exotic or non-native plants;
- Commercial and industrial activities will be prohibited including, but not limited to swine, dairy, and poultry operations;
- New construction, or placing of temporary, or permanent structures, or buildings on the property will be prohibited except as may be necessary for maintenance, normal operation, or emergency situations;
- Construction of new roads or jeep trails will be prohibited;
- No operation of motorized vehicles except on established trails and roads unless necessary to protect or enhance the conservation values of the property; for emergency purposes; for cattle ranching purposes; and to access, hunt, or to retrieve game hunted legally;
- Areas improved for agricultural activities may continue to be used for those activities, and natural areas shall remain natural areas;
- Spring recharge areas must use best management practices (BMPs) for fertilizer use, as established by Florida Department of Agriculture and Consumer Services, and agriculture activities within 100 feet of sinkholes, springs, and other karst features are prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species are prohibited;
- Any subdivision of the land is prohibited;

Item 4B, cont.

- Signs, billboards, or outdoor advertising are prohibited except: signs indicating the name of the Property, signs informing the public that any agricultural products are for sale or are being grown on the Property, signs informing the public of a use approved pursuant to Article V, paragraph N, and signs designating the property as conservation lands protected by the State of Florida;
- No commercial water wells on the property, except as otherwise allowed by this easement;
- There shall be no commercial timber harvesting; and
- There shall be no mitigation banks established on the property.

Owner's Rights Retained

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

- The right to observe, maintain, photograph, fish, hunt, and introduce, and stock native fish or wildlife, to use the property for hiking, camping, and horseback riding as long as they are consistent with the purpose of the easement. Grantor shall continue to own hunting and fishing rights;
- The right to conduct controlled, and prescribed burns with proper authorization;
- The right to mortgage the property;
- The right to contest taxes;
- The right to continue existing agricultural practices, as depicted in the Baseline Documentation Report (BDR), and the use of commonly accepted fertilizers, pesticides, and herbicides using BMPs;
- The right to continue to use, maintain, repair, and reconstruct, but not relocate all existing buildings as depicted on the BDR, repairs or reconstruction may be no larger than 125 percent of the original size;
- The right to host relocated endangered, threatened, or special concern of native Florida species;
- The right to maintain, or restore the existing natural habitat communities per the BDR;
- The right to commence and maintain a commercial agriculture and silviculture operation in accordance with BMPs;
- The right to construct, in the agricultural areas as depicted in the BDR, such additional agricultural structures as may be required for its agricultural operations, not to exceed 25,000 cumulative square feet;
- The right to maintain and construct fencing of the property;
- The right to subdivide the property into a total of two parcels, no less than 1,000 acres each;
- The right to participate in programs that benefit from, enhance and/or manage the environmental, ecosystem services, and natural resource attributes, or permissible agricultural uses, such as agritourism, so long as such programs are consistent or complementary with conservation purposes; and
- The right to construct two new residential structures along with access driveways, and appropriately sized outbuildings. The two residential structures shall be limited to 5,000 square feet each, including overhangs, porches, and other non-heated and cooled areas and have no more than two related outbuildings limited to 2,000 square feet each. These structures shall not impact more than 2.5 contiguous acres.

Item 4B, cont.

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

The subject property will be monitored by the Department's Office of Environmental Services, who currently monitors 223 conservation easements protecting 488,256 acres.

Comprehensive Plan

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

(Attachment 4B)

RECOMMEND: **APPROVAL**

Item 5A Water Column Modification of Gasparilla Sound Aquaculture Use Zone

REQUEST: Approval to (1) authorize the Florida Department of Agriculture and Consumer Services (FDACS) to modify the 51 bottom leases in Gasparilla Sound Aquaculture Use Zone (AUZ) should the leaseholder request use of the full water column and FDACS determines the request meets all rule and statutory requirements; and (2) issue aquaculture Parcel C-1000 as a 10-year sovereignty submerged land aquaculture water column lease in the Gasparilla Sound AUZ, for the purpose of shellfish aquaculture.

VOTING REQUIREMENT FOR APPROVAL: Three votes

LOCATION: Cape Haze Aquatic Preserve, Gasparilla Sound, Charlotte Harbor, Florida

APPLICANT: Florida Department of Agriculture and Consumer Services

CONSIDERATION: An annual fee of \$86.92 for each 2-acre parcel, representing a base annual rental fee of \$33.46 per acre or fraction thereof; and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to Rule 18-21.022, F.A.C. The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

Item 5A, cont.

STAFF REMARKS: Troy Moran is requesting a water column modification of an existing bottom aquaculture Parcel C-1000 in the Gasparilla Sound AUZ for shellfish aquaculture. FDACS is requesting consideration by the Board of Trustees to allow use of the full water column for all 51 bottom parcels in the AUZ should the leaseholder request use of the full water column and FDACS determines the request meets all rule and statutory requirements, pursuant to section 253.68(1), F.S., for shellfish aquaculture.

The proposed lease modifications will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the leases will not be approved during the first five years of the lease term. The proposed gear is covered under the FDACS General Permit from the U.S. Army Corps of Engineers. On July 16, 1998, the Board of Trustees authorized the Gasparilla Sound AUZ for bottom shellfish aquaculture.

Agency Review:

The leases are located in the Cape Haze Aquatic Preserve. FDACS has determined that the lease modification and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs or other sensitive habitats. Additionally, FDACS has coordinated the review of the application with the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Florida Department of State's Division of Historical Resources, and the Charlotte and Lee County Commissioners, pursuant to Rule 18-21.021, F.A.C.

Special Conditions

The requirement to obtain a permit from the U.S. Coast Guard for Private Aids to Navigation will be a special condition of the lease.

Public Interest

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

Noticing

The proposed Gasparilla Sound AUZ modification was noticed pursuant to section 253.70, F.S., and no objections were received.

Comprehensive Plan

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

(Attachment 5A)

Item 5A, cont.

RECOMMEND: **APPROVAL**

Item 5B **Water Column Modification of Volusia County Aquaculture Use Zone**

REQUEST: Approval to (1) modify 30 bottom leases within the Volusia County Aquaculture Use Zone (AUZ) and (2) issue all 30 parcels 10-year sovereignty submerged land aquaculture water column leases in Volusia County AUZ, for the purpose of shellfish aquaculture.

VOTING REQUIREMENT FOR APPROVAL: Three votes

LOCATION: South Volusia, Mosquito Lagoon, Volusia County, Florida

APPLICANT: Indian River Oyster Company

CONSIDERATION: An annual fee of \$86.92 for each 1.7-acre parcel and \$43.46 for each 0.7-acre parcel, representing a base annual rental fee of \$33.46 per acre or fraction thereof; and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to Rule 18-21.022, F.A.C. The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

STAFF REMARKS: The Applicant is requesting a water column modification for all 30 existing bottom aquaculture parcels in the Volusia County AUZ for shellfish aquaculture.

The proposed lease modifications will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the leases will not be approved during the first five years of the lease term. The proposed gear is covered under the Florida Department of Agriculture and Consumer Services (FDACS) General Permit from the U.S. Army Corps of Engineers. On May 28, 1997, the Board of Trustees authorized the Volusia County AUZ for bottom shellfish aquaculture.

Agency Review

FDACS has determined that the lease modification and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs, or other sensitive habitats. Additionally, FDACS has coordinated the review of the applications with the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Florida Department of State's Division of Historical Resources, and the Volusia County Board of County Commissioners, pursuant to Rule 18-21.021, F.A.C.

Special Conditions

The requirement to obtain a permit from the U.S. Coast Guard for Private Aids to Navigation will be a special condition of the lease.

Item 5B, cont.

Public Interest

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

Noticing

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

Comprehensive Plan

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

(Attachment 5B)

RECOMMEND: **APPROVAL**

Item 5C **Aquaculture Water Column Leases in Volusia County**

REQUEST: Approval to issue two new 10-year sovereignty submerged land aquaculture leases (1 acre and 2 acres), for the purpose of culturing shellfish in the water column.

VOTING REQUIREMENT FOR APPROVAL: Three votes

LOCATION: Mosquito Lagoon Aquatic Preserve, Mosquito Lagoon, Volusia County, Florida

APPLICANTS: Andrew Fox & Intracoastal Oysters, LLC

CONSIDERATION: An annual fee of \$43.46 for the 1-acre water column parcel and \$86.92 for the 2-acre water column parcel, representing a base annual rental fee of \$33.46 per acre or fraction thereof; and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to Rule 18-21.022, F.A.C. The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

STAFF REMARKS: The Applicants are requesting authorization from the Board of Trustees, pursuant to section 253.68(1), F.S., for two new aquaculture leases for the purpose of culturing shellfish in the water column.

Item 5C, cont.

The proposed leases will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the leases will not be approved during the first five years of the lease term. Applicants will be required to provide the Florida Department of Agriculture and Consumer Services (FDACS) with a survey of each individual parcel. The proposed gear is authorized by the FDACS Programmatic General Permit from the U.S. Army Corps of Engineers.

Agency Review

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

Special Conditions

The proposed leases will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the lease will not be approved during the first five years of the lease term. The requirement to obtain a permit from the U.S. Coast Guard for Private Aids to Navigation will be a special condition of the leases.

Public Interest

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

Noticing

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

Comprehensive Plan

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

(Attachment 5C)

RECOMMEND: APPROVAL

Item 5D **Aquaculture Use Zones in Levy County**

REQUEST: Approval to (1) establish the Runway North Aquaculture Use Zone (AUZ) and Runway South AUZ in Levy County; and (2) authorize the Florida Department of Agriculture and Consumer Services (FDACS) to execute up to 20, 5-acre, 10-year sovereignty submerged land aquaculture leases within the AUZs.

VOTING REQUIREMENT FOR APPROVAL: Three votes

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

APPLICANT: Florida Department of Agriculture and Consumer Services

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

STAFF REMARKS: The Applicant is requesting authorization from the Board of Trustees, pursuant to section 253.68(1), F.S., to establish two new AUZs comprised of 20, 5-acre parcels for the purpose of culturing shellfish on the bottom.

The proposed leases will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the leases will not be approved during the first five years of the lease term. Applicants will be required to provide FDACS with a survey of the individual parcels and the AUZs. The proposed gear is covered under the FDACS General Permit from the U.S. Army Corps of Engineers.

Agency Review:

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

Public Interest

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

Noticing

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

Item 5D, cont.

Comprehensive Plan

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

(Attachment 5D)

RECOMMEND: **APPROVAL**

Item 5E **Aquaculture Management Agreement in Lee County**

REQUEST: Approval to issue a new 4.84-acre, five-year sovereignty submerged land aquaculture management agreement for the purpose of shellfish restoration on the bottom.

VOTING REQUIREMENT FOR APPROVAL: Three Votes

LOCATION: Little Bokeelia Bay, Pine Island Sound, Lee County, Florida

APPLICANT: Gulf Shellfish Institute, Inc.

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

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

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

Agency Review

The proposed parcel is located in the Pine Island Sound Aquatic Preserve. FDACS has determined that the recommended parcel and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs, or other sensitive habitats. Additionally, FDACS has coordinated the review of the application with the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Florida Department of State's Division of Historical Resources, and the Lee County Board of County Commissioners, pursuant to Rule 18-21.021, F.A.C.

Item 5E, cont.

Public Interest

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

Noticing

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

Comprehensive Plan

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

(Attachment 5E)

RECOMMEND: **APPROVAL**

Item 6 **2026 Rural and Family Lands Protection Program Project Acquisition List**

REQUEST: Consideration of the recommended 2026 Rural and Family Lands Protection Program Acquisition List.

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

STAFF REMARKS: The Rural and Family Lands Protection Program (RFLPP) protects Florida’s working agricultural lands threatened by fragmentation or conversion to non-agricultural land uses through the acquisition of rural lands protection easements. These easements ensure that agricultural land will be preserved perpetually for agricultural uses while protecting functioning ecosystems, natural resources, aquifer recharge areas, and contributing to military base buffering.

The 2026 Project Acquisition List is comprised of projects from previous RFLPP application cycles, including the Board of Trustees-approved 2025 list that have rolled over and are awaiting acquisition. The projects on this list have not yet been acquired or have not otherwise been removed from the 2025 list due to land conversion or landowner withdrawal.

The proposed 2026 RFLPP Acquisition List was developed pursuant to sections 259.105(3)(i) and 570.71(10), F.S., and Rule 5I-7, F.A.C.

Item 6, cont.

On August 14, 2026, the RFLPP presented the recommended project list to the Acquisition and Restoration Council for its review pursuant to section 259.105(3)(i)1., F.S. The RFLPP is now submitting the recommended project list to the Board for its consideration. Pursuant to section 259.04, F.S., the Board “shall approve, in whole or in part, the list of projects in the order of priority in which such projects are presented.”

(Attachment 6)

RECOMMEND: **APPROVAL**

Item 7A **Blandford Farm and Ranch Project/ Blandford Properties II, LLC Option Agreement/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 349.41 acres within the Blandford Farm and Ranch project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from Blandford Properties II, LLC, a Florida limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Lake

LOCATION: Portions of Sections 11 and 12, Township 20 South, Range 26 East, in Lake County.

CONSIDERATION: \$7,500,000

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		<u>(06/17/2026)</u>	<u>(04/27/2026)</u>				
Blandford Farm and Ranch - Blandford Properties II, LLC	349.41	\$7,500,000	\$6,325,000	\$7,500,000*	\$**	\$7,500,000*** (100%)	120 days after BOT approval

*Fee value was determined to be \$9,800,000 and \$9,600,000.

**Property has been in the family since the early 1900's and was assembled over the years.

***The purchase price for the rural lands protection easement is \$21,465 per acre.

Item 7A, cont.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2025 approved list. If approved, this project will bring the RFLPP total acreage to over 250,000 acres and, together with the acquisition of one other parcel under Blandford Farm and Ranch ownership, will complete the project acquisition.

Project Description

Blandford Farm and Ranch is a 436.18-acre project in Lake County along County Road 448 near Lake Jem Road, with frontage along Lake Beauclair, Lake Victoria, Lake Terry, and the Apopka Beauclair Canal. The property contains several thousand feet of lake and canal frontage, contributing to both its agricultural use and natural resource value within the Ocklawaha River drainage basin. Acquisition of the subject parcel, Blandford Farm and Ranch from Blandford Properties II, LLC, will contribute to the long-term protection of agricultural lands and natural resources within the project area. If approved, this 349.41-acre parcel, along with one additional parcel under Blandford Farm and Ranch ownership, will complete the project. The project site is enrolled in the FDACS Best Management Practices (BMP) program.

Property Description

This property was originally a cattle ranch and orange grove in the early 1900's. It is currently being used as a sod and hay farm and a large natural area with wetlands on the west boundary. The Bland family has made Florida agriculture their livelihood for several decades and with the approval of this project will have the means to continue it.

The subject property is located in a semi-rural but transitioning market area in Lake County. Mount Dora is located about 3.2 miles northwest of the property and downtown Orlando is approximately 23 miles southeast of the property. The immediate area around the subject property is experiencing new growth and transitioning from semi-rural area to a traditional higher density market. If approved, this property will provide a natural buffer to a portion of Lake Beauclair along with Lake Carlton and Lake Terry.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other

Item 7A, cont.

structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;

- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks are not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated a SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides, and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace, and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in a SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall

Item 7A, cont.

obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;

- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph, and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water, sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by the Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not reduce the agriculture production area by more than 10 percent of the total agricultural production area listed on the BDR.

Item 7A, cont.

Encumbrances

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

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

This perpetual rural lands protection easement will be monitored by the RFLPP.

Comprehensive Plan

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

(Attachment 7A)

RECOMMEND: **APPROVAL**

Item 7B **Encore Farms Project/ SEDA Properties, LLC Option Agreement/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 194.15 acres within the Encore Farms project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from SEDA Properties, LLC, a Florida limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Lake

LOCATION: Portions of Section 21 and 22, Township 19 South, Range 28 East, in Lake County

Item 7B, cont.

CONSIDERATION: \$5,436,000

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		Griffith (04/27/2026)	Mancuso (06/17/2026)				
Encore Farms SEDA Properties, L.L.C.	194.15	\$ 5,436,000	\$ 5,240,000	\$5,436,000*	\$2,000,000**	\$5,436,000*** (100%)	120 days after BOT approval

*Fee value was determined to be \$7,572,000 and \$7,765,000.

**Property was purchased from Battaglia Fruit Co., Inc. on August 9, 2000, for \$2,000,000.

***The purchase price for the rural lands protection easement is \$27,999 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2025 approved list. If approved, this project will bring the RFLPP total acreage to over 250,000 acres and, together with the acquisition of one other parcel under Encore Farms ownership, this will complete the project acquisition.

Project Description

Encore Farms is a 361.33-acre horse and cattle farm in Lake County located along County Road 46A in the Sorrento area adjacent to Seminole State Forest, and near Wekiwa Springs State Park, and other conservation lands. The horse farm consists of two parcels separated by County Road 46A with hay production, natural woodlands, wetlands, and freshwater ponds providing important wildlife habitat and water resource functions. If approved, this 194.15-acre parcel, along with one additional parcel under Encore Farms' ownership, will complete the project. The project site is enrolled in the FDACS Best Management Practices (BMP) program, and this property is located within the Florida Wildlife Corridor.

Property Description

The property is owned by SEDA Properties, LLC, and consists of approximately 194.15 acres of improved pasture, agricultural support areas, wetlands, and associated agricultural improvements. The property is utilized for cattle, horse, and hay production and contributes to the continued agricultural operation of the larger Encore Farms project.

The property is subject to significant development pressure due to its frontage along County Road 46A and surrounding residential and planned unit development growth. The property has nearly two miles of road frontage along County Road 46A. There is a 300-unit single family residential development adjacent to the project. If approved, this easement will provide an additional buffer to that area of Seminole State Forest and Seminole Swamp.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. 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

Item 7B, cont.

directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;

- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks are not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated a SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides, and herbicides commonly used on agricultural

Item 7B, cont.

property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace, and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;

- The right to conduct silvicultural operations, provided that prior to any timbering in a SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph, and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water, sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by the Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property

Item 7B, cont.

that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location;

- Grantor reserves the right to build two residential building envelopes, up to 25,000 square feet of impervious surface for each. Each building envelope will not exceed 5 contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope. Any such development may not be constructed within a SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not reduce the agriculture production area by more than 10 percent of the total agricultural production area listed on the BDR.

Encumbrances

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

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

This perpetual rural lands protection easement will be monitored by the RFLPP.

Comprehensive Plan

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

(Attachment 7B)

RECOMMEND: APPROVAL

Item 7C Fair Bluff Ranch Project/ Fair Bluff, Ltd. Option Agreement/ FDACS/ Rural and Family Lands Protection Program

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 618.85 acres within the Fair Bluff Ranch project of the Florida Department of Agriculture and Consumer Services' (FDACS) Rural and Family Lands Protection

Item 7C, cont.

Program (RFLPP) from Fair Bluff, Ltd., a Florida limited partnership; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Martin

LOCATION: All of Section 08, Township 38 South, Range 37 East; in Martin County, Florida

CONSIDERATION: \$6,200,000

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED VALUE</u>	<u>SELLER'S PURCHASE PRICE</u>	<u>TRUSTEES' PURCHASE PRICE</u>	<u>OPTION DATE</u>
		Jones (07/08/2026)	Neill (04/20/2026)				
Fair Bluff Ranch	618.85	\$5,350,000	\$6,200,000	\$6,200,000*	\$482,600	\$6,200,000*** (100%)	120 days after BOT approval

*Fee value was determined to be \$9,050,000 and \$9,600,000.

**Property was acquired on August 4, 1992, for \$482,600.

***The total purchase price for the rural lands protection easement is \$10,019 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2025 approved list. If approved, this project will bring the RFLPP total acreage to over 250,000 acres and will complete the project acquisition.

Project Description

Fair Bluff Ranch consists of approximately 618.85 acres of agricultural land located approximately 1 mile north of SW Martin Highway and 1 mile east of the Martin-Okeechobee County line in Martin County. The property is part of the Taylor Creek/Nubbin Slough Basin within the greater Northern Everglades Lake Okeechobee watershed, an area identified as a priority for watershed restoration. The property also shares more than 1 mile of common boundary with the Walpole Ranch Rural Lands Protection Easement. The property includes improved pasture, natural forested uplands, freshwater marshes, and other natural areas. The project site is enrolled in the FDACS Best Management Practices (BMP) program, and it is entirely located within the Florida Wildlife Corridor.

Property Description

Fair Bluff Ranch is operated for cattle ranching and compatible recreational uses. The ranch is a cow/calf operation with approximately 40 cow/calf pairs, with limited silviculture, hunting, and passive recreation also occurring on the property. The proposed easement will protect the property's working agricultural landscape while preserving important water resource and habitat values.

Item 7C, cont.

The property is in a rural area in northwest Martin County, approximately 3.5 miles northeast of Lake Okeechobee, 11 miles southeast of downtown Okeechobee, and 26 miles west of Stuart, with Interstate 95 approximately 17 miles east. Fair Bluff Ranch is surrounded by rural agricultural and recreational properties with some rural residential. Higher density developments are noted farther east closer to the interstate.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property is prohibited;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks are not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and

Item 7C, cont.

- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated a SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides, and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace, and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in a SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs.
- The right to sell, devise, or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;

Item 7C, cont.

- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights, and Grantor may lease and sell such rights;
- The right to install connections to normal utility systems, such as electric, cable, water, sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to subdivide the property into not more than two parcels, each not less than approximately 305 acres. There shall be no further subdivision of the Property which is the subject of this Easement;
- Grantor reserves the right to build one residential building envelope, up to 45,000 square feet of impervious surface. The building envelope will not exceed 10 contiguous acres and is limited to one single family residence and ancillary structure within the Building Envelope. Any such development may not be constructed within a SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not reduce the agriculture production area by more than 10 percent of the total agricultural production area listed on the BDR.

Encumbrances

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

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

This perpetual rural lands protection easement will be monitored by the RFLPP.

Item 7C, cont.

Comprehensive Plan

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

(Attachment 7C)

RECOMMEND: **APPROVAL**

Item 7D **Leonard Property Project/ John J. Leonard and Laurie L. Leonard Option Agreement/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 219.14 acres within the Leonard Property project of the Florida Department of Agriculture and Consumer Services' (FDACS) Rural and Family Lands Protection Program (RFLPP) from John J. Leonard and Laurie L. Leonard, a married couple; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Martin

LOCATION: Section 36, Township 39 South, Range 41 East; in Martin County

CONSIDERATION: \$20,150,000 (\$10,075,000 or 50 percent of the acquisition cost will be provided by Martin County as co-title holder to the easement. If approved, this will reduce the Board of Trustees acquisition cost to 50 percent or \$10,075,000).

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		<u>(04/20/2026)</u> Jones	<u>(04/20/2026)</u> Miller				
Leonard Property	219.14	\$20,150,000	\$18,650,000	\$20,150,000*	\$1,000,000**	\$20,150,000*** (100%)	120 days after BOT approval

*Fee value was determined to be \$23,000,000 and \$21,940,000.

**The property was acquired from LMA Properties, LLC on April 14, 2015, for \$1,000,000.

***The total purchase price for the rural lands protection easement is \$91,950 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2025 approved list. If approved, this project will bring the RFLPP total acreage to over 250,000 acres and will complete the project acquisition.

Item 7D, cont.

Project Description

Leonard property is a 219.14-acre working cattle ranch located in Martin County consisting of improved pastures, pine flatwoods, freshwater marshes, and cypress systems. The property has been operating as a cow/calf operation since approximately 1990 and currently supports cattle grazing and related agricultural activities. The property is located within the Loxa-Lucie Headwaters Initiative and is within the Florida Wildlife Corridor. The project site is enrolled in the FDACS Best Management Practices (BMP) program.

Property Description

The property is owned by John J. Leonard and Laurie L. Leonard and is vested by Warranty Deed recorded in 2015. The land is primarily used for cattle grazing and agricultural operations, with ongoing management practices consistent with FDACS BMP requirements.

The Leonard Property has approximately 1,975 linear feet of road frontage and access along the south side of SW Bridge Road. The subject property is zoned for one development unit per 20 acres and its located in a rapidly transitioning market area in central eastern Martin County, Hobe Sound, Florida. The property is approximately 8 miles north of Jupiter, 11 miles south of Stuart, 4 miles west of the Atlantic Ocean, 3 miles east of the Florida Turnpike and Interstate 95, and 3 miles west of U.S. Highway 1. There are multiple new developments that are currently under construction along SW Bridge Road between Interstate 95 and U.S. Highway 1 that is rapidly changing the area from rural/agricultural to high density residential.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish, and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs

Item 7D, cont.

designating the Property as land under the protection of Grantee;

- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property is prohibited;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks are not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated a SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides, and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace, and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in a SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs.

Item 7D, cont.

- The right to sell, devise, or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights, and Grantor may lease and sell such rights;
- The right to install connections to normal utility systems, such as electric, cable, water, sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not reduce the agriculture production area by more than 10 percent of the total agricultural production area listed on the BDR.

Encumbrances

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

Mortgages and Liens

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

Item 7D, cont.

Closing Information

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

Monitoring Agency

This perpetual rural lands protection easement will be monitored by the RFLPP.

Comprehensive Plan

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

(Attachment 7D)

RECOMMEND: **APPROVAL**

Item 7E **Turnpike Dairy Project/ Turnpike Dairy, Inc. Option Agreement/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 498.79 acres within the Turnpike Dairy project of the Florida Department of Agriculture and Consumer Services' (FDACS) Rural and Family Lands Protection Program (RFLPP) from Turnpike Dairy, Inc., a Florida corporation; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Martin

LOCATION: Portions of Sections 19 and 20, Township 38 South, Range 38 East, in Martin County

CONSIDERATION: \$7,480,000 (\$3,740,000 or 50 percent of the acquisition cost will be provided by Martin County as co-title holder to the easement. If approved, this will reduce the Board of Trustees' acquisition cost to 50 percent or \$3,740,000).

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		<u>(06/01/2026)</u>	<u>(06/01/2026)</u>				
Turnpike Dairy	498.79	\$7,480,000	\$7,480,000	\$7,480,000*	\$**	\$7,480,000*** (100%)	120 days after BOT approval

Item 7E, cont.

*Fee value was determined to be \$9,975,000 for both appraisals.

**Property was inherited from family members in 1970.

***The purchase price for the rural lands protection easement is \$14,996 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2025 approved list. If approved, this project will bring the RFLPP total acreage to over 250,000 acres and will complete the project acquisition.

Project Description

Turnpike Dairy is an approximately 498.79-acre cow/calf operation located in Martin County. The property has been owned and managed by the same family for multiple generations. Although a former dairy facility remains on the property, dairy operations ended approximately 20 years ago. The ranch is primarily composed of improved pasture with scattered wetlands and bayheads that provide wildlife habitat and contribute to regional landscape connectivity. The property is adjacent to South Florida Water Management District conservation lands and is located near existing conservation easements. The project site is enrolled in the FDACS Best Management Practices (BMP) program. The property is located within the Florida Wildlife Corridor.

Property Description

The property consists predominantly of improved pasture used for cattle production, with limited wetland and natural areas throughout the site. Protection of this property would help maintain agricultural use of the land while preserving wildlife habitat, groundwater recharge functionality, and open space in an area experiencing increasing development pressure associated with growth in and around Martin County.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards other advertising, utilities, or structures, except

Item 7E, cont.

those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;

- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks are not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated a SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides, and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace, and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in a SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;

Item 7E, cont.

- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise, or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph, film, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water, sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by the Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not reduce the agriculture production area by more than 10 percent of the total agricultural production area listed on the BDR.

Encumbrances

There is an outstanding oil, gas, and mineral reservation to the South Florida Water Management District over a small portion of the property. The Florida Department of Environmental Protection's Florida Geological Survey staff completed a desktop review of the property and determined the likelihood of profitable mining in these areas to be low. The appraisers considered the outstanding oil, gas, and mineral rights in their final value and determined these rights to have no impact on the

Item 7E, cont.

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

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

This perpetual rural lands protection easement will be monitored by the RFLPP.

Comprehensive Plan

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

(Attachment 7E)

RECOMMEND: APPROVAL

**Item 7F Limestone Creek Project Phase II/ Limestone Land, LLC Option Agreement/
FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 1,034.88 acres within the Limestone Creek project of the Florida Department of Agriculture and Consumer Services' (FDACS) Rural and Family Lands Protection Program (RFLPP) from Limestone Land, LLC, a Florida limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Hardee

LOCATION: Portions of Sections 34 and 35, Township 35 South, Range 24 East; and Portions of Sections 02 and 03, Township 36 South, Range 24 East, in Hardee County

Item 7F, cont.

CONSIDERATION: \$6,520,000

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		<u>Marr</u> <u>(03/25/2026)</u>	<u>Holden</u> <u>(03/25/2026)</u>				
Limestone Land, LLC Inc.	1,034.88	\$6,520,000	\$6,315,000	\$6,520,000*	\$**	\$6,520,000*** (100%)	120 days after BOT approval

*Fee value was determined to be \$10,140,000 and \$10,245,000.

**Property was inherited and family owned since prior to 1985.

***The total purchase price for the rural lands protection easement is \$6,300 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2025 approved list. If approved, this project will bring the RFLPP total acreage to over 250,000 acres and, with the acquisition of one other parcel under Limestone ownership, this will complete the project acquisition.

Project Description

Limestone Creek Ranch consists of 2,082 acres. Phase one was acquired May 21, 2024. The ranch has operated for over 70 years as a traditional cow/calf operation. Prior to its current ownership, the ranch was owned and operated by the current owner's ancestors, Doyle Carlton, Sr., and Doyle Carlton, Jr. The project site is enrolled in the FDACS Best Management Practices (BMP) program. It is located within the Florida Wildlife Corridor.

Property Description

The ranch consists of improved pasture, with an average of 300 head of cattle, and native woods. The property is bisected by Limestone Creek which drains east to the Peace River. The property includes a mosaic of uplands and wetlands and is part of a larger landscape of diverse habitat.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter,

Item 7F, cont.

or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;

- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks are not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated a SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides, and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace, and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in a SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest

Item 7F, cont.

Service or its successor agency;

- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise, or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph, film, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water, sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location.

Encumbrances

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

Mortgages and Liens

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

Item 7F, cont.

Closing Information

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

Monitoring Agency

This perpetual rural lands protection easement will be monitored by the RFLPP.

Comprehensive Plan

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

(Attachment 7F)

RECOMMEND: **APPROVAL**

Item 7G **Stokes Farm Project/ E. Chester Stokes, Jr. and Lynda F. Stokes Option Agreement/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 1,586.80 acres within the Stokes Farm project of the Florida Department of Agriculture and Consumer Services' (FDACS) Rural and Family Lands Protection Program (RFLPP) from E. Chester Stokes, Jr., and Lynda F. Stokes; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Columbia

LOCATION: Portions of Sections 29 and 32, Township 04 South, Range 16 East; and Portions of Sections 04 and 05, Township 05 South, Range 16 East, in Columbia County

CONSIDERATION: \$5,562,000

		APPRAISED BY		APPROVED VALUE	SELLER'S PURCHASE PRICE	TRUSTEES' PURCHASE PRICE	OPTION DATE
PARCEL	ACRES	Carlton (06/16/2026)	Griffith (06/16/2026)				
Stokes Farm	1,586.80	\$5,243,800	\$5,562,000	\$5,562,000*	\$**	\$5,562,000*** (100%)	120 days after BOT approval

Item 7G, cont.

*Fee value was determined to be \$9,216,300 and \$10,329,000.

**Property was assembled the from 1986 to 1989 for \$1,138,700.

***The total purchase price for the rural lands protection easement is \$3,505 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2025 approved list. If approved, this project will bring the RFLPP total acreage to over 250,000 acres and will complete the project acquisition.

Project Description

Stokes Farm consists of over 1,700 acres with an easement over 1,586.80 acres. The project is located approximately 9 miles southwest of Lake City on the east side of Southwest State Road 247, and 6 miles north of Ichetucknee Springs State Park. The project site is enrolled in the FDACS Best Management Practices (BMP) program.

Property Description

Stokes Farm is a silviculture operation with planted pines in varying age classes. Some of the property is used for quail hunting. The property terrain is low rolling hills among the pine trees and palmetto prairies. Just over 100 acres of pasture is used for horse grazing. There is a 70-acre lake/cypress swamp located in the middle of the property and 1,760 feet of road frontage along Southwest State Road 247.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs

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recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;

- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks are not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated a SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses;
- (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in a SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This

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right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;

- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, and horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not eliminate the agriculture production area by more than 10 percent of the total agricultural production area listed on the BDR.

Encumbrances

There are no known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement. All oil, gas and mineral reservations not barred have been removed from the easement area. FDACS staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

Mortgages and Liens

All mortgages and liens will be satisfied or subordinated at the time of closing.

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Closing Information

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

Monitoring Agency

This perpetual rural lands protection easement will be monitored by the RFLPP.

Comprehensive Plan

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

(Attachment 7G)

RECOMMEND: APPROVAL
