

RFLPP 2025 Ranking List

Case Number	Property Name	Rank
RFLPP-00283-2023	Singleton Family Farm	1
RFLPP-00108-2023	Ryals Citrus and Cattle	2
RFLPP-00178-2023	Kip Whaley Ranch	3
RFLPP-00068-2023	Tumlin Terwillegar	4
RFLPP-00205-2023	D&D Ranch	5
RFLPP-00153-2023	Double Eagle	6
RFLPP-00320-0000	Canaan Ranch	7
RFLPP-00085-2023	Remlap	8
RFLPP-00143-2023	Patricia Flanders Trust	9
RFLPP-00160-2023	4 G Ranch	10
RFLPP-00011-2023	Stage Coach Ranch	11
RFLPP-00219-2023	Double C Ranch	12
RFLPP-00066-2023	Land West Holdings, LLC	13
RFLPP-00191-2023	Thayendanegea	14
RFLPP-00012-2023	MAS Pines, LLC	15
RFLPP-00078-2023	Palustris Partners, LLC	16
RFLPP-00189-2023	Spurlin	17
RFLPP-00065-2023	Meetinghouse Groves	18
RFLPP-00168-2023	Bishop Family Farm	19
RFLPP-00082-2023	Bentley Ranch	20
RFLPP-00150-2023	Charlie Creek Marsh	21
RFLPP-00290-2023	Stokes Farm	22
RFLPP-00229-2023	Tilton Family Farms	23
RFLPP-00070-2023	Adams Alapaha Ranch	24
RFLPP-00171-2023	Etoniah Creek Tract	25
RFLPP-00207-2023	Dale Wright Farm	26
RFLPP-00136-2023	Island Grove	27
RFLPP-00081-2023	Co-Habitat - Parramoure	28
RFLPP-00116-2023	Tilton Counts Ranch	29
RFLPP-00102-2023	Lazy Rockin' A Ranch	30
RFLPP-00027-2023	Siboney Ranch	31
RFLPP-00109-2023	Osceola Pines	32
RFLPP-00265-2023	Hardt-Winter	33
RFLPP-00079-2023	C & G Cattle - Charlie Creek	34
RFLPP-00080-2023	C & G Cattle - Fish Branch	35
RFLPP-00156-2023	Square One Ranch	36
RFLPP-00169-2023	G-3 Midway Farms Grimes	37
RFLPP-00245-2023	Kickin' Tires	38
RFLPP-00100-2023	Walter Farms	39
RFLPP-00056-2023	David & Elizabeth Hunt Farms	40
RFLPP-00097-2023	Warren Timberlands	41
RFLPP-00152-2023	Twin Rivers Ranch	42

RFLPP 2025 Ranking List

Case Number	Property Name	Rank
RFLPP-00137-2023	Encore Farms	43
RFLPP-00026-2023	Fair Bluff Ranch	44
RFLPP-00271-2023	Deep Creek Reserve	45
RFLPP-00222-2023	FX Bar Ranch	46
RFLPP-00193-2023	Wolf Creek Forest Farm	47
RFLPP-00132-2023	Mossy Island Ranch	48
RFLPP-00063-2023	Young Family Farm	49
RFLPP-00025-2023	Turnpike Dairy	50
RFLPP-00248-2025	SS Farms, LLC	51
RFLPP-00038-2023	Walkup Timber Company, LLC	52
RFLPP-00199-2023	Vero Groves	53
RFLPP-00320-2025	Thundercloud Ranch	54
RFLPP-00157-2023	Wheeler Walk-In-Water Ranch	55
RFLPP-00385-2025	D.H. Crews Ranch and Conservation Area	56
RFLPP-00262-2025	Little Orange Creek, LLC	57
RFLPP-00389-2025	Hawkins Ranch	58
RFLPP-00317-2023	Limestone Creek	59
RFLPP-00094-2023	Outer Limits Ranch	60
RFLPP-00129-2023	B Bar J Ranch	61
RFLPP-00077-2023	Stevens Land and Cattle	62
RFLPP-00126-2023	D.T. Davis Ranch	63
RFLPP-00112-2023	Buckhorn Ranch	64
RFLPP-00074-2023	Square D Ranch	65
RFLPP-00176-2023	Lynn Family Farm	66
RFLPP-00293-2025	Larkin Ranch	67
RFLPP-00135-2023	Blandford Farm & Ranch	68
RFLPP-00282-2023	Saturiwa	69
RFLPP-00295-2023	Zinn Farm	70
RFLPP-00055-2023	Croley Cattle Company	71
RFLPP-00099-2023	Ludwig Property	72
RFLPP-00138-2023	R. Davis Farm & Ranch	73
RFLPP-00072-2023	Florida Research Center for Agricultural Sustainability, Inc.	74
RFLPP-00431-2025	Smith Cattle Ranch	75
RFLPP-00021-2023	Shady Oaks Ranch and Cattle, LLC	76
RFLPP-00444-2025	Robinson Estates	77
RFLPP-00227-2023	Micco Bluff Ranch	78
RFLPP-00486-2025	Syfrett Farm & Ranch	79
RFLPP-00456-2025	Southern Acres Timberland	80
RFLPP-00413-2025	Armington Ranch	81
RFLPP-00158-2023	Wheeler Farms Ortona Grove	82
RFLPP-00140-2023	Lake's Place	83
RFLPP-00337-2025	LFW Farms, LLC & Arrow TH, LLC	84

RFLPP 2025 Ranking List

Case Number	Property Name	Rank
RFLPP-00442-2025	Red Wing Farms	85
RFLPP-00510-2025	Camp Hammock	86
RFLPP-00270-2023	KPB Cattle Company	87
RFLPP-00449-2025	Josie Valley Ranch	88
RFLPP-00287-2023	Robert E. Teague Jr., Inc.	89
RFLPP-00250-2025	Peterson Farm	90
RFLPP-00411-2025	Howard Cattle	91
RFLPP-00221-2023	Florida Commission Company Ranch	92
RFLPP-00421-2025	Lake Wimico Forest	93
RFLPP-00212-2023	Adams Ranch St. Lucie	94
RFLPP-00228-2023	Tyree Trust	95
RFLPP-00161-2023	Butler Oaks Farm	96
RFLPP-00394-2025	Cracker Bone Ranch	97
RFLPP-00348-2025	Meghun Farms	98
RFLPP-00356-2025	Wingate Mill Partnership, LLP	99
RFLPP-00232-2023	Perry Smith Family Ranch and Timberland	100
RFLPP-00224-2023	JB Ranch	101
RFLPP-00184-2023	61 Ranch	102
RFLPP-00272-2025	Spanish Trails Land and Farming	103
RFLPP-00460-2025	Swallow-Tailed Kite Properties, LLC	104
RFLPP-00133-2023	Florida Timberlands	105
RFLPP-00305-2025	Peeples Family Ranch	106
RFLPP-00263-2023	Donaldson Tract	107
RFLPP-00177-2023	Deer Park Ranch South	108
RFLPP-00216-2023	Adams Ranch Osceola	109
RFLPP-00404-2025	Fourmile Island Ranch	110
RFLPP-00286-2023	RM Farm	111
RFLPP-00384-2025	Big Bend Forest	112
RFLPP-00490-2025	Sunny On Days Farm	113
RFLPP-00472-2025	Dark Hammock Ranch & Conservation Area	114
RFLPP-00417-2025	VC Hollingsworth Horse Creek - Pine Level Ranch	115
RFLPP-00499-2025	Roberts Family Farm & Timber	116
RFLPP-00170-2023	Wetland Preserve Miller Tract	117
RFLPP-00322-2025	Rocking Cross Ranch	118
RFLPP-00420-2025	Adams Property - DeSoto	119
RFLPP-00446-2025	Aucilla River Ranch	120
RFLPP-00494-2025	Larson Ranch & Dairy	121
RFLPP-00397-2025	Turkey Track Slash Ranch	122
RFLPP-00175-2023	Deer Park Ranch North	123
RFLPP-00073-2023	Finca Vigia	124
RFLPP-00249-2025	Blackwater Springs	125
RFLPP-00295-2025	Lewis Family Holdings	126

RFLPP 2025 Ranking List

Case Number	Property Name	Rank
RFLPP-00467-2025	Raney Farm & Ranch	127
RFLPP-00223-2023	Hall's Tiger Bay Ranch	128
RFLPP-00236-2023	Gooski	129
RFLPP-00251-2023	Four Star Timber	130
RFLPP-00527-2025	Magnolia West Tract	131
RFLPP-00266-2025	Crow's Nest Farm	132
RFLPP-00383-2025	Hunter Family Farm	133
RFLPP-00141-2023	Roberson Ranch	134
RFLPP-00162-2023	Dixie Ranch West	135
RFLPP-00272-2023	TCC Ranch	136
RFLPP-00415-2025	Scaff Farm	137
RFLPP-00163-2023	TNT Farm Stonestreet	138
RFLPP-00508-2025	Weekley Farm	139
RFLPP-00407-2025	Mudge Ranch	140
RFLPP-00311-2025	Milking R, Inc.	141
RFLPP-00451-2025	Heather Island	142
RFLPP-00330-2025	Kenansville Ranch, LLC	143
RFLPP-00213-2023	Blackbeard's Ranch	144
RFLPP-00495-2025	White Oak Swamp	145
RFLPP-00409-2025	Hall Pine Island Ranch	146
RFLPP-00234-2023	Rocking Bar W Ranch, LLC	147
RFLPP-00266-2023	Harrell Family Farm	148
RFLPP-00260-2025	Boone's Farm	149
RFLPP-00037-2023	Bearadice	150
RFLPP-00473-2025	White Family Agriculture & Conservation Area	151
RFLPP-00059-2023	Williamson Cattle Company West	152
RFLPP-00289-2025	McDonald Farm	153
RFLPP-00381-2025	Cow Creek	154
RFLPP-00245-2025	Jubilee Orchards, LLC	155
RFLPP-00355-2025	Aucilla Chase	156
RFLPP-00359-2025	El Clair Ranch / Chabo Ranch	157
RFLPP-00218-2023	Double C Bar Ranch	158
RFLPP-00235-2023	Rodman Plantation	159
RFLPP-00183-2023	Bar-B Ranch	160
RFLPP-00276-2025	Yee-Ha Ranch, LLC	161
RFLPP-00438-2025	Volusia Long Leaf Pine Ridge, Lake Dias	162
RFLPP-00341-2025	Van Buren-Quail Oaks	163
RFLPP-00180-2023	Moon Lake Ranch	164
RFLPP-00103-2023	Ray Farms	165
RFLPP-00302-2025	Grassy Pond Tree Farm	166
RFLPP-00288-2023	Riverside	167
RFLPP-00388-2025	The Groves of Peace River	168

RFLPP 2025 Ranking List

Case Number	Property Name	Rank
RFLPP-00241-2023	Welannee Plantation	169
RFLPP-00424-2025	Oak/Pittsburg - Alico	170
RFLPP-00470-2025	Taylor Creek Ranch	171
RFLPP-00009-2023	Thomas Harris Family Trust	172
RFLPP-00041-2023	Rocky Comfort Ridge	173
RFLPP-00505-2025	The Shaw Family Farmlands	174
RFLPP-00497-2025	Fowlers Bluff	175
RFLPP-00332-2025	E. H. Finlayson and Son, Inc.	176
RFLPP-00002-2023	Sipprell Ranch	177
RFLPP-00124-2023	Hammer Residence	178
RFLPP-00268-2023	Junior Louis Ranch	179
RFLPP-00453-2025	Fort McCoy Ranch	180
RFLPP-00040-2023	Tew Family Farm and Ranch	181
RFLPP-00087-2023	Harrison Cattle, LLC	182
RFLPP-00513-2025	Log Landing Farm	183
RFLPP-00242-2023	Wesley Family Farm - Historic Hastings Farms	184
RFLPP-00492-2025	Stokes Farm & Ranch	185
RFLPP-00455-2025	Myakka Wilderness Ranch	186
RFLPP-00275-2023	Palmetto Prairie	187
RFLPP-00375-2025	Nickerson Cattle Company	188
RFLPP-00148-2023	The Asphalt Watermelon Farms, LLC	189
RFLPP-00313-2025	Orange Hammock	190
RFLPP-00448-2025	J-Seven Ranch, Inc.	191
RFLPP-00155-2023	Withlacoochee River Ranch	192
RFLPP-00093-2023	Lynnhart Citrus	193
RFLPP-00031-2023	Hyatt Farms, LLC	194
RFLPP-00052-2023	John A. Collins Irr. Trust & Alexander M. Collins III	195
RFLPP-00396-2025	Cobble Land and Timber	196
RFLPP-00392-2025	Maloy-Tanner Ranch	197
RFLPP-00203-2023	Peace on Earth Ranch	198
RFLPP-00462-2025	Weeping Creek Ranches	199
RFLPP-00485-2025	White's Manatee Springs	200
RFLPP-00528-2025	McKeithen Farm	201
RFLPP-00188-2023	Walton 7450 CR 280E	202
RFLPP-00459-2025	Welles Family Ranch	203
RFLPP-00089-2023	Fussell's Frozen Foods	204
RFLPP-00258-2023	John Campbell Family Lands	205
RFLPP-00491-2025	Hundley Farm - Clewiston	206
RFLPP-00314-2025	The Bottom Tract	207
RFLPP-00434-2025	Linmac Farm	208
RFLPP-00523-2025	Whitehurst Cattle Company	209
RFLPP-00299-2025	Currie Family Ranch	210

RFLPP 2025 Ranking List

Case Number	Property Name	Rank
RFLPP-00166-2023	French Golden Gate	211
RFLPP-00194-2023	255 Seigler	212
RFLPP-00386-2025	Double Six	213
RFLPP-00315-2025	Triple Quail, LLC	214
RFLPP-00120-2023	Little Pine Ranch	215
RFLPP-00053-2023	Jackson A. Collins Irr. Trust	216
RFLPP-00204-2023	Thomas Timberland	217
RFLPP-00514-2025	Greco-Castro Plantation	218
RFLPP-00151-2023	Flanders Farms	219
RFLPP-00179-2023	Simpson Acres, LLC	220
RFLPP-00145-2023	King Grove	221
RFLPP-00390-2025	Schirard Family Agriculture and Conservation Area	222
RFLPP-00427-2025	Firedog Ranch	223
RFLPP-00489-2025	Dixie Ranch	224
RFLPP-00426-2025	Lake Patrick/Lost Grove - Alico	225
RFLPP-00083-2023	The Asphalt Watermelon Farms, LLC	226
RFLPP-00471-2025	Boarshead Ranch	227
RFLPP-00362-2025	Tanner Ranch	228
RFLPP-00416-2025	Timberland Group	229
RFLPP-00300-2025	13689 13690 and 13684	230
RFLPP-00054-2023	James A. Bailey Revocable Trust	231
RFLPP-00290-2025	McKenzie General Partnership	232
RFLPP-00406-2025	Oak Creek	233
RFLPP-00425-2025	Orange Creek Timberlands	234
RFLPP-00115-2023	Devils Garden	235
RFLPP-00134-2023	Simpson Acres and Simpson Jr. Farms	236
RFLPP-00368-2025	Dry Creek Ranch	237
RFLPP-00481-2025	Ramsey Farm & Ranch	238
RFLPP-00276-2023	Phillips Ranch	239
RFLPP-00139-2023	Ray Farms Pasture	240
RFLPP-00280-2025	Rawson Groves - Suwannee River	241
RFLPP-00429-2025	Diamond M Plantation	242
RFLPP-00422-2025	Joshua Grove East - Alico	243
RFLPP-00088-2023	Circle 'O' Groves	244
RFLPP-00197-2023	Camaro Farms	245
RFLPP-00273-2023	Long Ways Nature Ranch Trust	246
RFLPP-00458-2025	Ward Family Ranch & Timber	247
RFLPP-00278-2023	Promise Fields	248
RFLPP-00192-2023	652 Campbell	249
RFLPP-00506-2025	Gomillion Property	250
RFLPP-00428-2025	Babson Park - Alico	251
RFLPP-00202-2023	Crestview Tract	252

RFLPP 2025 Ranking List

Case Number	Property Name	Rank
RFLPP-00167-2023	River Bend Century Ranch	253
RFLPP-00310-2025	Green Farm	254
RFLPP-00032-2023	Blossom Hill	255
RFLPP-00154-2023	Flanders Boggs	256
RFLPP-00345-2025	Van Buren-Two Mile Creek	257
RFLPP-00400-2025	Lemon Grove Farms	258
RFLPP-00185-2023	Button Pond Farm	259
RFLPP-00274-2025	Andrew Clyde Bass Living Trust	260
RFLPP-00430-2025	Backbone Grove - Alico	261
RFLPP-00366-2025	Hess Timberland	262
RFLPP-00432-2025	Turner	263
RFLPP-00201-2023	Asphalt Watermelon Farms	264
RFLPP-00410-2025	Roberts Capital Ventures Lake Crosby	265
RFLPP-00105-2023	Hamrick	266
RFLPP-00296-2025	B&K Crescent Ranch and Grove	267
RFLPP-00261-2025	Kuder Ranch & Grove	268
RFLPP-00419-2025	4W Ranch	269
RFLPP-00487-2025	3 W Ranch, LLC	270
RFLPP-00353-2025	Calkins Farm	271
RFLPP-00267-2025	Wekiva - Pine Lakes	272
RFLPP-00051-2023	Charles T. Collins Trust	273
RFLPP-00511-2025	Carlisle Family Farm	274
RFLPP-00101-2023	Charles P. Lykes, Jr. Revocable Trust	275
RFLPP-00023-2023	Barco Farms	276
RFLPP-00307-2025	Moody Place	277
RFLPP-00092-2023	W.A.N.D.E.R.	278
RFLPP-00250-2023	Faunita Hardee Trust	279
RFLPP-00268-2025	Fraiser Property	280
RFLPP-00364-2025	Caruthers Brothers, LLLP	281
RFLPP-00264-2025	Messer Family Trust	282
RFLPP-00329-2025	Pearce Ranch, Inc.	283
RFLPP-00045-2023	Fig Lake Preserve, LLLP	284
RFLPP-00230-2023	The Flatwoods	285
RFLPP-00050-2023	C. Winston Bailey, Jr. Trust	286
RFLPP-00096-2023	Sweetwater Preserve	287
RFLPP-00502-2025	Tracy Lee Farms, LLC	288
RFLPP-00474-2025	Leonard Property	289
RFLPP-00173-2023	Raley Grove Hardee	290
RFLPP-00501-2025	Crooked Creek	291
RFLPP-00344-2025	Van Buren-Renegade Ranch	292
RFLPP-00476-2025	Bradley Baker Property	293
RFLPP-00339-2025	Hickory Preserve	294

RFLPP 2025 Ranking List

Case Number	Property Name	Rank
RFLPP-00493-2025	Yarborough Ranch & Timber	295
RFLPP-00343-2025	Van Buren-Johnson Farm	296
RFLPP-00292-2023	Waccasassa Plantation	297
RFLPP-00393-2025	DSA Farm & Conservation Area	298
RFLPP-00496-2025	MacKay Farms	299
RFLPP-00244-2025	Copperhead Ridge	300
RFLPP-00522-2025	Boutwell-Walters Farms	301
RFLPP-00117-2023	Cawthon Property	302
RFLPP-00378-2025	Akins Timberland	303
RFLPP-00408-2025	Rafter C Ranch	304
RFLPP-00075-2023	Butler Tree Farm	305
RFLPP-00401-2025	Trosset-Smith Properties	306
RFLPP-00336-2025	Bonnie Blue Ranch & Grove	307
RFLPP-00399-2025	Glen St. Mary Nurseries	308
RFLPP-00464-2025	Jay's Way Equestrian Center, LLC	309
RFLPP-00357-2025	Bedman Creek Ranch	310
RFLPP-00367-2025	Smoak Sweetwater Ranch	311
RFLPP-00309-2025	Faught Timberland	312
RFLPP-00412-2025	Wells III	313
RFLPP-00454-2025	WMB Land	314
RFLPP-00104-2023	Big Swamp Creek	315
RFLPP-00515-2025	Wright Property Conservation Easement	316
RFLPP-00478-2025	Verscharen Property	317
RFLPP-00445-2025	Pine Church	318
RFLPP-00395-2025	Loveridge	319
RFLPP-00190-2023	Silverstein Farms	320
RFLPP-00437-2025	Farr Groves and Cattle, LLC	321
RFLPP-00469-2025	Frost Ranch	322
RFLPP-00488-2025	Mays Island Farm & Timber	323
RFLPP-00220-2023	Espedeco	324
RFLPP-00439-2025	Alday Family Farm	325
RFLPP-00482-2025	Cramer Property	326
RFLPP-00391-2025	Gulf Coast Cattle	327
RFLPP-00377-2025	Burkhalter Farms	328
RFLPP-00285-2023	Pender Family Farm	329
RFLPP-00452-2025	Muck Swamp Timberlands	330
RFLPP-00433-2025	Buckles Farm	331
RFLPP-00382-2025	Cypress Hammock Ranch	332
RFLPP-00342-2025	Robbins Park-Billingsley, Indigo & South Ring Oak	333
RFLPP-00261-2023	Carlton Upper Horse Creek Ranch	334
RFLPP-00030-2023	Keene Farm Trust	335
RFLPP-00423-2025	Roe Porter Groves	336

RFLPP 2025 Ranking List

Case Number	Property Name	Rank
RFLPP-00090-2023	Beauchamp Place	337
RFLPP-00254-2025	Ring Oak	338
RFLPP-00098-2023	Decarlo, LLC	339
RFLPP-00113-2023	Walton Williams Property	340
RFLPP-00361-2025	Charles Davis Farm	341
RFLPP-00252-2023	Geraci King Ranch	342
RFLPP-00286-2025	Green Acres	343
RFLPP-00317-2025	Spears Ranch	344
RFLPP-00387-2025	The Groves of Peace River - HQ	345
RFLPP-00450-2025	L J R Partnership	346
RFLPP-00373-2025	Baker Farm	347
RFLPP-00044-2023	Ireland Timber	348
RFLPP-00127-2023	Johnson Family - Peace River Ranch	349
RFLPP-00277-2023	Powers Property	350
RFLPP-00253-2025	Isaac's Property	351
RFLPP-00159-2023	Tina Peters Farm	352
RFLPP-00352-2025	Davis Farms	353
RFLPP-00062-2023	Wright Ranch	354
RFLPP-00119-2023	Middle Creek Cattle	355
RFLPP-00483-2025	Sanborn & Powell Ranch	356
RFLPP-00095-2023	Jeffrey's Place	357
RFLPP-00509-2025	Cherry Lake Tree Farm	358
RFLPP-00206-2023	Turkey Creek Land Trust	359
RFLPP-00465-2025	Hurd Ranch	360
RFLPP-00479-2025	Norfleet Farm & Ranch	361
RFLPP-00255-2025	The Sisk Ranch	362
RFLPP-00297-2025	Silver Farm	363
RFLPP-00402-2025	Adams Ranch - Hardee	364
RFLPP-00418-2025	Hancock's Peace River Ranch	365
RFLPP-00520-2025	Sprengel Farms	366
RFLPP-00500-2025	Buddy & Murla Vaughn Farm	367
RFLPP-00484-2025	Richardson Brothers Farm & Ranch	368
RFLPP-00254-2023	Hidden T Ranch	369
RFLPP-00517-2025	Indian Lake Farm	370
RFLPP-00121-2023	Homestead Property	371
RFLPP-00247-2023	Fleur De Lis Ranch, LLC	372
RFLPP-00466-2025	Haymaker Farm	373
RFLPP-00447-2025	Wacahoota Ranch at Ledwith Lake	374
RFLPP-00504-2025	Strayhorn Trust - Oil Well/Gilchrist	375
RFLPP-00379-2025	Long Pond	376
RFLPP-00525-2025	Diamond Farms	377
RFLPP-00512-2025	Nowling Property	378

RFLPP 2025 Ranking List

Case Number	Property Name	Rank
RFLPP-00123-2023	Les Que Two Ranch	379
RFLPP-00516-2025	Santa Rosa Longleaf	380
RFLPP-00328-2025	The Water Huts Farm	381
RFLPP-00187-2023	Johnson Farm	382
RFLPP-00279-2023	Randy Byrd Farms	383
RFLPP-00312-2025	Lotus Woods	384
RFLPP-00440-2025	Pine Level Farms	385
RFLPP-00498-2025	Double L Ranch	386
RFLPP-00196-2023	Mare Branch Longleaf Tract	387
RFLPP-00255-2023	McGuire Farms	388
RFLPP-00376-2025	James Taylor	389
RFLPP-00405-2025	Hames - Twin Cypress	390
RFLPP-00283-2025	11459 East Bushnell	391
RFLPP-00024-2023	Sargeant Farms, Inc.	392
RFLPP-00106-2023	Camp Calypso	393
RFLPP-00503-2025	Spring Head Ranch	394
RFLPP-00521-2025	Thomasville Enterprises	395
RFLPP-00480-2025	Godwin Property	396
RFLPP-00435-2025	Steven Davis Farm	397
RFLPP-00294-2023	Witherspoon Timberland Tracts on Pittman Hill Road	398
RFLPP-00142-2023	Luke Cattle Company	399
RFLPP-00013-2023	782 Island Ranch	400
RFLPP-00071-2023	Kneeknowhow-Walters Project	401
RFLPP-00518-2025	Thomas Family Farm	402
RFLPP-00244-2023	Jordan Ranch	403
RFLPP-00046-2023	Ocala Manufacturing LP	404
RFLPP-00262-2023	Corbin Farms- High Springs Property	405
RFLPP-00398-2025	Sarah Bailey	406
RFLPP-00363-2025	408 Millican, LLC	407
RFLPP-00457-2025	Moon Ranch - Myakka	408
RFLPP-00441-2025	Emerson's Little Dam Farm	409
RFLPP-00380-2025	Taylor Property	410
RFLPP-00294-2025	K & K Farms	411
RFLPP-00243-2023	Broken Arrow Ranch	412
RFLPP-00477-2025	Findley Farms	413
RFLPP-00047-2023	Whiskey Rose Farm	414
RFLPP-00463-2025	Wayne Emerson	415
RFLPP-00414-2025	Emerson Farms	416
RFLPP-00334-2025	Regul's Roost	417
RFLPP-00461-2025	Wade Emerson	418
RFLPP-00144-2023	Coldwater Tract	419
RFLPP-00403-2025	Walter Property	420

RFLPP 2025 Ranking List

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



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services

**RURAL & FAMILY LANDS PROTECTION
PROGRAM APPLICATION**

Sections 570.70 and 570.71, F.S.; Rule 5I-7.004, F.A.C.

Application for Perpetual Agricultural Protection Easement for permanent protection of land for agricultural purposes. Program involves the sale and conveyance of development rights and agreement to enroll in and implement all applicable agricultural Best Management Practices (BMPs) to protect natural resource values.

Property Information:

Case Number: RFLPP-00474-2025

Project Name: Leonard Property (Example: "Double X Ranch")

Project Location:

(If more lines needed, attach at the end.)

Section	Township (South/North)	Range (East/West)
36	South	East

Street Address of Project:		City of Project:
SE Bridge Road		Hobe Sound
State of Project:	Zip of Project:	County(s) of Project:
Florida	33455	Martin

Owner(s) Information:

Name(s):		
John J. Leonard and Laurie L. Leonard		
Owner Mailing Address:		Owner Mailing City
1076 N. Ocean Blvd		Palm Beach
Owner Mailing State:	Owner Mailing Zip:	Owner Mailing County:
Florida	33480	Palm Beach
Owner Telephone:	Owner E-mail Address:	
(561) 310-6699	jleonard1076@gmail.com	

Contact Information for Site Visit: ☒ No ☐ Check here if same as above.

Name:	Telephone:
Benita M. Whalen	(561) 236-2964
Email Address:	Preferred Method of Contact (Check):

Benita_Whalen@DispersedH2o.com

EMAIL

☐

Mail

☐

E-mail

Does this project have a Registered Agent? **Yes** ☐ Yes ☐ No

(If yes, complete the section below and the attached Owner's Authorized Representative Form)

Registered Agent:

Agent Name: Benita M. Whalen		Agent Phone: (561) 236-2964	
Agent Mailing Address: 5770 Eagles Nest Drive		Agent Mailing City: Jupiter	
Agent Mailing State: Florida	Agent Mailing Zip: 33458		Agent Mailing County:

Estimated Land Uses on Property:

(Number of Estimated Acres of Each Commodity Type)

Dairy	Field Crops	Cattle	Citrus	Natural Area	Silviculture
		239			
Poultry	Row Crops	Apiary	Nursery	Other Fruits	Other

Estimated Land Amount:

(Estimated Number of Acres)

Uplands	Wetlands	Total Land Area
125	114	239

Is the project in the application process with other conservation programs that would grant an easement or full fee, or is it a current participant in which an easement has been granted?

(If yes, complete the below fields.)

No

☐ Yes ☐ No

Program Name	Application or Participant?	Date Applied or Began Participation
--------------	-----------------------------	-------------------------------------

Have you previously applied to the Rural and Family Lands Protection Program?

(If yes, complete the below fields.)

No

☐ Yes ☐ No

Year Applied: _____

Project Name: _____

Project Number: _____

(If applicable)

Is this application amending an existing RFLPP project? **No** ☐ Yes ☐ No

(If yes, complete the below fields.)

Project Name: _____

Project Number: _____

(If applicable)

Is any portion of the project or project boundary identified as a Critical Wetland by a Water Management District or included in a Water Management District Strategic Plan or Work Plan?

No

☐ Yes ☐ No

Does this project contain more than a de minimis interest from specified foreign principles, as defined in ss. 692.201 and 692.202, F.S.?

(Foreign principals are defined through their connections to statutorily designated foreign countries of concern. Foreign countries of concern are identified specifically as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.)

No

☐ Yes ☐ No

Is there any part of a parcel or an entire parcel that you want excluded from the project boundary? If yes, include an attachment or a map indicating which parts of each parcel to *include* within the project boundary.

Yes

☐ Yes ☐ No

Additional Property Information

On separate piece(s) of paper, use the corresponding headings. Please type a response to 1-12 and check the applicable checkboxes:

1. General description of the agricultural activities. Ensure to indicate the primary agricultural operations and uses.

Leonard Property has been a cow/calf cattle operation with the existing operators since 1990. The property is a 239-acre cattle ranch property in Martin County, Florida, located in Section 36, Township 39 South, Range 41 East. Cattle ranching, hunting, hiking, horseback riding, and agritourism are the current uses and activities on the property. A residential development of eleven 20-acre sites, Covered Bridge, had been previously permitted on the property.

The property is cross fenced to divide the grazing into separate pastures. There are cattle watering ponds on the property. Cattle graze across the entire ranch, consisting of approximately 75-80 cows and bulls. The property is navigable with a series of roadways. Historical ditches/swales were installed to direct runoff and increase drainage. Stormwater is discharged from the uplands to the beautiful mixed wetlands/slough system. The property accepts off-site flows from approximately 155 acres and discharges through the slough system ultimately into Kitching Creek and the Loxahatchee River. The property is within the Loxa-Lucie Headwater's Initiative in Martin County. Therefore, there are several potential cost-share partners for this conservation easement including Martin County. The Loxa-Lucie Headwaters Initiative has a mission to protect the mosaic of wetland marshes and low-level uplands that are critical to maintaining healthy watersheds of the Loxahatchee River and south fork of the St. Lucie River. The southern portion of the property is within the Florida Wildlife Corridor.

Purchased by the Leonard Family in 2005, the property continues as a cattle business operating and headquartered in Martin County. The Leonard Family would like to protect their ag property and, in the future, include a family homesite. This is one of the few remaining agricultural properties in the area. The easement acquisition of the Leonard Property under this RFLPP program would protect this ag property from future development, preserve local employment opportunities and support local businesses while keeping private lands on the local tax rolls. Other benefits include the overall conservation of Florida's wildlife, plants, and habitats as well as providing connectivity between established conservation lands in the area and the Florida Wildlife Corridor. The property also provides critical water resources benefits in the region such as water retention and shallow groundwater recharge.

2. List any awards you have received for the agricultural operation in the last 10 years.

None

3. Description of any outparcels not part of this application.

Note: locate each outparcel on the map provided with the application.

The property encompasses no third-party ownerships; however, the landowner has identified one future proposed residential site, Upland 5 - 15.76 acres on the attached Wetland Map and Area Excluded Map.

4. List of known encumbrances and encroachments, including mortgages and other debt secured by the property, or mineral reservations.

There is not a mortgage encumbering the property. There are no other known third-party encumbrances.

5. Agricultural or environmental assistance programs applied for or existing on property Include the following:

- Name of the program (CRP, FLEP, WHIP, WRP, ALE, RCPP, etc.)
- The program sponsor (federal, state, county)
- Type of agreement (easement conveyed, 10 yr., etc.)
- Agreement in place or applied for (if application is in process)

6. A list of all Best Management Practices that the property is enrolled in. Include the date of enrollment.

☐ Check this box if there are no programs existing or applied for on the property.

Yes

☐ I agree to enroll in and implement all applicable BMPs and understand that, if the property is acquired through this program, the property will be monitored for BMP compliance.

7. A general description of Species Habitat, including any plants or animals on the property.

The Leonard property contains a beautiful mosaic of improved pastures, uplands, mixed with freshwater marshes and cypress swamps. The property discharges through the slough system ultimately into Kitching Creek and the Loxahatchee River. The property is within the Loxa-Lucie Headwater's Initiative in Martin County. This initiative has a mission to conserve, protect and restore water resources in the Loxahatchee and St. Lucie Rivers and the natural systems in Martin County Florida with primary focus in the Atlantic Ridge Ecosystem. Other benefits include the overall conservation of Florida's wildlife, plants, and habitats as well as providing connectivity between established conservation lands in the area and the Florida Wildlife Corridor. The property has been identified by Martin County in their Kitching Creek studies as an important area for shallow water retention.

The ranch supports cattle grazing, and accordingly, improved or semi-improved pastures and pine flatwoods (124.55 acres) are the dominant land cover, together making up 52% of the project area. Although there was some loss of the historic upland habitats, pastureland on the property was primarily created by draining the former slough marshes and prairies with a network of ditches, then converting them to Bermuda and Bahia grass. Overall, the ranch has been extremely focused and successful in exotic plant species control. Several large blocks of pasture have frequent islands of remnant vegetation. These areas of semi-improved pasture, which can appear similar in structure to pine flatwoods, still have Bahia grass dominant in the groundcover. Cattle graze and traverse these areas, so trails are common.

Although some historic marshes in the project area were drained and converted to improved pasture decades ago, freshwater marshes and cypress swamps are still common within the flatwoods and semi-improved pasture areas, making up about 48% of the land area. The marshes are in very good condition with native vegetation.

The network of ditches installed to create pastureland on the property are in good condition. Brazilian pepper is continuously and actively managed across the entire property. It never is

allowed to form into large infestations or monocultures. Vegetation within the ditches appeared be mainly native marsh species, mostly spike rush. The property also has artificial ponds for cattle watering.

Listed wading birds that the Leonard Property supports include wood stork, roseate spoonbill, little blue heron, and tri-colored heron and a variety of hawks. Similarly, Crested caracara typically prefer dry prairie habitat but now also use modified habitats. Florida sandhill cranes are also common in the habitat types associated with Leonard Property and are frequently observed especially during the spring at the water features.

Wildlife species observed during site visits included white-tailed deer, Sandhill crane, black vulture, turkey vulture, alligators, belted kingfisher, red-shouldered hawk, eastern meadowlark, and American kestrel.

Landscape location:

The property also has significance because it is within the Loxa -Lucie Headwaters Initiative and the Florida Wildlife Corridor.

8. A general description of the property's water resource values and benefits, emphasizing any aquifer recharge areas and the property's natural floodplain.

A series of ditches/swales were constructed historically to facilitate drainage of the wetlands and improve agricultural productivity. The property is navigable with a series of roadways. Stormwater is discharged from the uplands to the beautiful mixed wetlands/slough system. The property accepts off-site flows from approximately 155 acres and discharges through the slough system ultimately into Kitching Creek and the Loxahatchee River. This property provides important water resource functions to the region.

9. A general description, if any, of historical resources or structures located within the project.

While there are no development plans by the owner, the property has received several recent offers from investment companies and developers. The property had an eleven 20-acre site development known as Covered Bridge previously permitted by South Florida Water Management District. The Discovery Planned Unit Development (1530 acres) is proceeding directly across Bridge Road to the north. There are also several golf courses recently under construction and other developments planned along Bridge Road to the East. Without protection, the Leonard Property, as agricultural lands with habitat and water resource value in Martin County, has high coastal development pressure according to the Statewide 2040 Trend map prepared by 1000 Friends of Florida, University of Florida GeoPlan Center and Florida Department of Agriculture and Consumer Services.

10. A description of existing or planned development on or near the property that could adversely affect:

- a. The continuation of agricultural activities; or,
- b. Natural resource values (Species Habitat, Aquifer Recharge, or Natural Floodplain).

While there are no development plans by the owner, the property has received several recent offers from investment companies and developers. The property had an eleven 20-acre site development known as Covered Bridge previously permitted by South Florida Water Management District. The Discovery Planned Unit Development (1530 acres) is proceeding directly across Bridge Road to the north. There are also several golf courses recently under construction and other developments planned along Bridge

Road to the East. Without protection, the Leonard Property, as agricultural lands with habitat and water resource value in Martin County, has high coastal development pressure according to the Statewide 2040 Trend map prepared by 1000 Friends of Florida, University of Florida GeoPlan Center and Florida Department of Agriculture and Consumer Services.

No, archaeological or historical resources have not been identified on the Leonard Property.

11. A description of why you are interested in pursuing a perpetual agricultural protection easement. Explain the benefits you hope to realize by granting the easement, including but not limited to perpetuation of agriculture, protection of natural resource values, and/or income and estate tax benefits.

The landowner is seeking to sell a conservation easement on the property to preserve the property, sustain agriculture uses, preserve the conservation values of the property (including hydrologic functions and species habitat), prevent development of the property and fragmentation of ownership, and income and estate tax benefits. This property is eligible to partner with Martin County (Ordinance 1221) as part of the Loxa-Lucie Headwaters Initiative (reference Martin County and Indian River Lagoon Council letters provided) and the owner intends to apply for a cost-share partnership with Martin County as soon as the program application is available.

12. A clear statement of the property rights to be acquired under the easement and those rights to be retained by the property owner.

The applicants are willing to sell (extinguish) all commercial, industrial and residential rights incompatible with agricultural production subject to the applicant's reserved right to pursue all commercial agricultural rights permitted under Sections 570.02 and 570.71, Florida Statutes, including livestock production, silviculture, row crops and field farming, sodding, citrus and orchards, and enclosed agricultural production; the right to subdivide the ownership of the property up to the maximum number of parcels permitted by the size limitation of Rule 5I-7.004(6), FAC; the right to continue outdoor recreation, hunting and fishing, as well as engage in agritourism or ecotourism; the right to pursue environmental restoration or ecosystem services projects; and the right to reserve or cut out of the easement a single residential entitlement.

Supporting Documentation to be Submitted with Application

A paper or digital copy of each of the following supporting documents must be submitted with the application:

1. Vesting deed, or deeds if the property was acquired in multiple transactions.

2. Abstract of title or title insurance policy, **if available.**
3. Boundary survey and environmental site assessment, **if available.**
4. Management or stewardship plan, **if available.**
5. Copies of county tax maps, plat maps, or Florida Department of Transportation county general highway maps, with the boundaries of the project and any outparcels clearly delineated.
6. A legible or electronic copy of the property appraiser's tax identification card(s) with the tax-assessed value and acreage of each parcel, description and approximate value of improvements, ad valorem taxes assessed, and the names and addresses of each owner identified.

Landowner/Grantor

John J. Leonard

Print Name

Signature

Print Name

Signature

1/29/2025

Date

Please complete the online application located at <https://www.fdacs.gov/rflpp> or return the completed paper application and all supporting documents to:

Rural & Family Lands Protection Program
Director's Office
315 South Calhoun Street, Suite 500
Tallahassee, FL 32201-1843

Answer the Following Questions by Circling the Most Appropriate Answer or Checking the Appropriate Box.

(These questions will not be used for the ranking process but will provide beneficial information for the site visit.)

1. Do you view your livestock herd management practices to be:

Excellent

2. For livestock, what is the general condition of the herd?

Excellent

3. What is the general plant vigor or health of crops/stands for timber, plant nurseries, and produce?

Adequate

4. How closely does this operation follow a Management or Stewardship Plan?

Very Closely Followed

5. Severity of current problems with pests or pathogens?

Moderate

6. Do you use prescribed fire as a land management tool?

Extensive Use

7. How intensely do you control invasive animal species (feral hogs) on your property?

Moderately

8. How intensively are invasive plant species (cogon grass, smutgrass, climbing fern, etc.) controlled on your property?

Frequently (Multiple Control Methods)

9. How would you characterize the severity of soil erosion (gullies, washouts, rills, etc.) for all operations?

N/A

10. Applicable Constraints and Threats to this Operation:

(Check all applicable Threats and Constraints)

Encroachment of Development; Market Fluctuations

☐	Encroachment of Development	☐	Market Fluctuations	☐	Materials and Equipment Limitations	☐	Labor Cost and Availability	☐	Pests and Pathogens	☐	Extreme Weather
		☐	Financial Constraints	☐	Surrounding Land Values	☐	Disinterest from Younger Generations	☐	Market for Products		

11. Does the project contain any evident effects of natural disasters?

No

☐ Yes ☐ No

12. Are there non-family hunting or fishing leases on the property identified in this application?

No

☐ Yes ☐ No

Florida Department of Agriculture and Consumer Services

Rural and Family Lands Protection Project

Parcel Name: _____

Owner(s): _____

OWNER'S AUTHORIZED REPRESENTATIVE

TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND:

In accordance with Chapter 253, Florida Statutes, (as applicable) this is to advise that the individual named below is the authorized representative of the owner(s) of the real property described below, which is located in _____ County, Florida, for any negotiations concerning conveyance of the property to the Board of Trustees. Owner understands that any commission or fee charged by such representative in connection with the sale of this property to the State is the sole responsibility of the owner.

Authorized
Representative: _____

Address: _____

Telephone: _____

Legal Description: _____ +/- Acres
_____ County, Florida

Owner Signature: _____

Owner Signature: _____

Date Signed: _____

RFLPP ID Number	RFLPP-00474-2025
Project Name	Leonard Property
Acres	229

Agriculture and Natural Resource GIS Data Scoring	Score
<i>Primary Scores:</i>	
Project Size	0.298
Ag Landscape Priority	0.998
Ag Suitability	1.000
Ag Status	0.541
Impaired Watersheds	0.000
Smokesheds	0.813
Disadvantaged Areas	0.100
Ag Conversion Threat	0.662
Development Projections	0.000
Greenways/FL Wildlife Corridor	0.591
Landscape Integrity Index	0.616
Prox to Conservation Lands	0.100
Aquifer Recharge	0.394
<i>Bonus Scores:</i>	
Forestry - Economic Emphasis*	0.000
Proximity to Ag & Military	0.010
Species Habitat Priorities	0.002
Listed Species	0.000
Natural Communities	0.001
FL Wildlife Corridor	0.010
Corridor Bottlenecks	0.000
Surface Water Protection	0.003
Wetlands	0.002
Floodplain	0.006
Springsheds	0.000
Fire History	0.002
Elevation**	0.000
Cultural/Historical Sites	0.010

Primary measures max value = 1.000

Bonus measures max value = 0.01

*Forestry bonus max value = 0.03

**Negative bonus; max value = 0.00, min value = -0.01

See Project Scoring Summary Report for Data Descriptions

Land Cover	Acres	Percent
Crops	0	0.0%
Pasture	124	54.0%
Planted Timber	0	0.0%
Citrus	0	0.0%
Livestock Operations	0	0.0%
Altered Open	0	0.0%
Altered Wetland	0	0.0%
Developed	0	0.2%
Invasives Predominant	0	0.0%
Natural Forested Upland	17	7.6%
Natural Forested Wetland	47	20.3%
Natural Nonforested Upland	0	0.0%
Natural Nonforested Wetland	41	17.8%
Water	0	0.0%

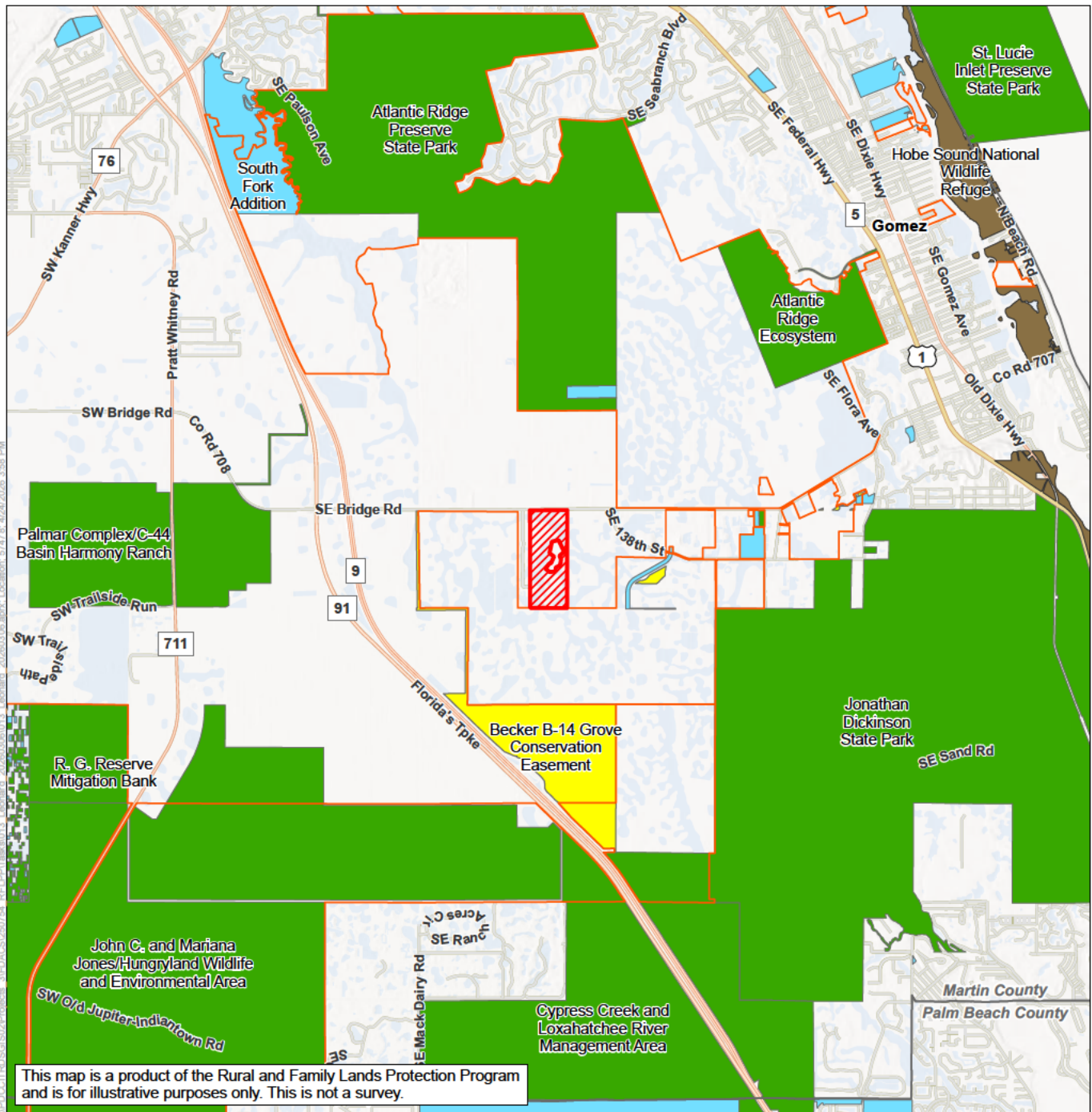
Site Visit Score 0.379

Site Visits are primarily used to verify GIS data layers for the GIS Score. The site visit score is based on a sample of the total land area of the project. Sample values are based on agricultural suitability and occurring natural resource protection criteria.

Land Cover estimated from:

Cooperative Land Cover v3.4

FSAID agricultural land cover 2022

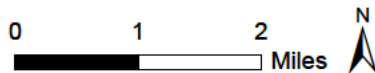


Legend

- Leonard Property RFLPP Proposal (219.14 acres)
- Florida Forever Projects
- Conservation Easement
- County Line

Managed Area

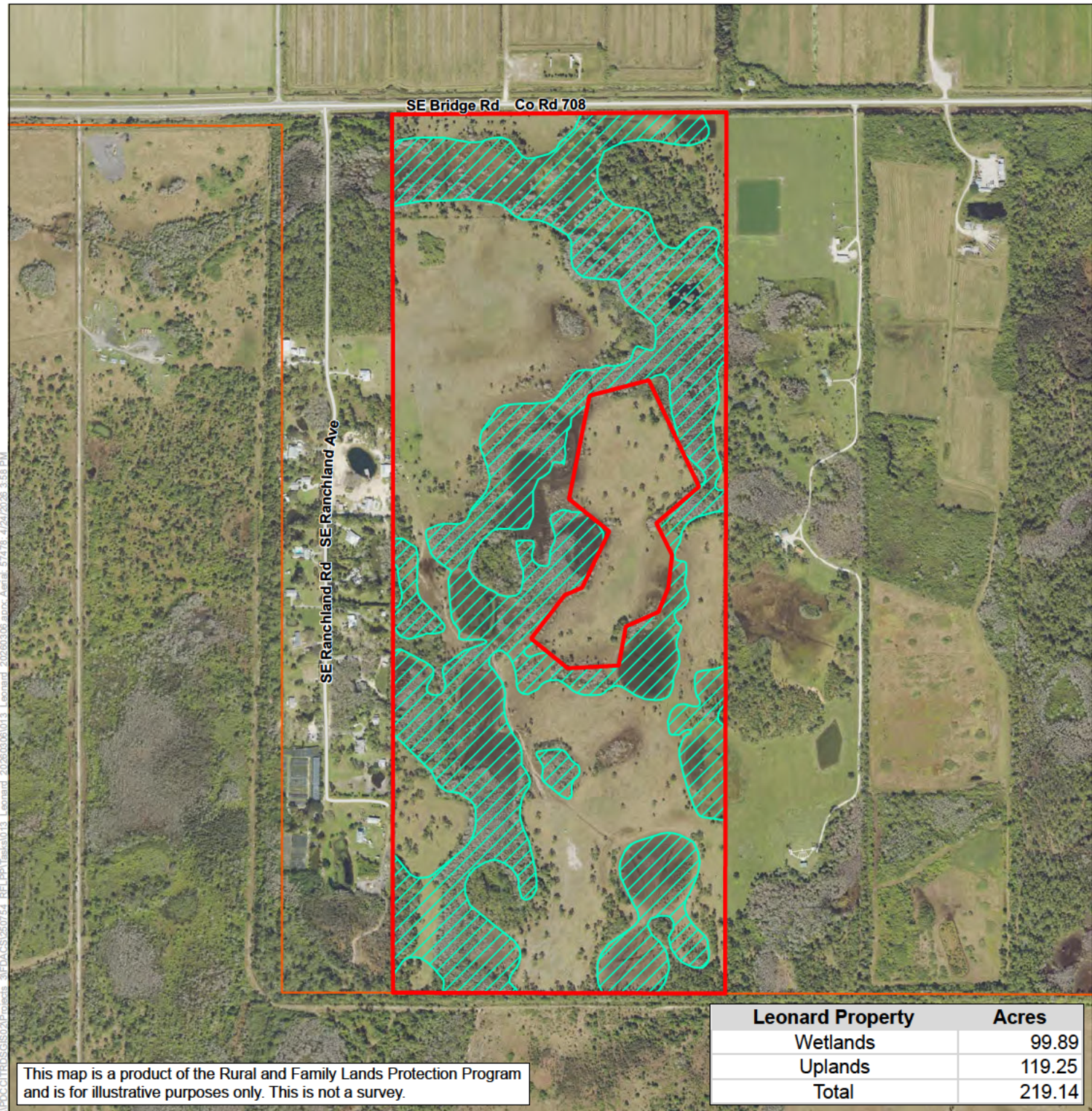
- Federal
- Local
- State



Source: FDEP 2025, FDOT 2025, FNAI 2025, FWC 2025.



Leonard Property
Martin County, Florida
Rural and Family Lands Protection Program



Leonard Property		Acres
Wetlands		99.89
Uplands		119.25
Total		219.14

Legend

- Leonard Property RFLPP Proposal
- Wetlands
- Florida Forever Projects

0 0.1 0.2
Miles

Source: FDEP 2025, FDOT 2025, FNAI 2025, FWC 2025. Basemap: NAIP 2023.



Project: Leonard Property
Martin County

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this ____ day of _____, 202__, between JOHN J. LEONARD AND LAURIE L. LEONARD, husband and wife, whose address is 1076 N. Ocean Blvd, Palm Beach, Florida 33480, as ("Seller") and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services ("FDACS"), Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843, as "Buyer". Buyer's agent in all matters shall be the Rural and Family Lands Protection Program.

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

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

3.A. PURCHASE PRICE. The purchase price for the Easement is TWENTY MILLION ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$20,150,000.00) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Easement as determined in accordance with Sections 570.71-715, Florida Statutes, and Rule 5I-7.009, Florida Administrative Code, ("FDACS Approved Value"). The determination of the FDACS Approved Value and the Final Adjusted Purchase Price can only be made after the completion and FDACS approval of the survey required in paragraph 6.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, FDACS determines that the Initial Purchase Price exceeds the FDACS Approved Value of the Easement, the Initial Purchase Price will be reduced to the FDACS Approved Value of the Easement (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 97% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to FDACS of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from FDACS of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of FDACS written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Seller:
John J. Leonard and Laurie L. Leonard
1076 N. Ocean Blvd
Palm Beach, Florida 33480

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

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

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

32. LIKE-KIND EXCHANGE. Seller may desire to effectuate a like-kind exchange ("Exchange") under Section 1031 of the Internal Revenue Code in connection with this sale of the Easement. Buyer agrees to use reasonable efforts to accommodate Seller in effectuating an Exchange, subject to each of the following provisions: (1) the Exchange does not directly or indirectly increase the Final Adjusted Purchase Price; (2) the Exchange will not delay or otherwise adversely affect the closing; (3) there is no loss, cost, damage, tax, expense, or adverse consequence incurred by Buyer

resulting from, or in connection with, the Exchange; (4) all documents to be executed by Buyer in connection with the Exchange must be subject to the approval of Buyer, which approval must not be unreasonably withheld provided that Seller has otherwise fully complied with the terms of this paragraph, and must expressly state, without qualification, “Buyer is acting solely as an accommodating party to the Exchange, Buyer will have no liability with respect to it, and is making no representation or warranty that the transactions qualify as a tax-free exchange under Section 1031 of the Internal Revenue Code, or any applicable state or local laws”; and (5) other than with respect to the Easement or the Property, in no event must Buyer be obligated to acquire any property or otherwise be obligated to take title, or appear in the records of title, to any property in connection with the Exchange. Seller shall indemnify and hold harmless Buyer from and against all claims, losses, costs, damages, taxes, and expenses incurred after the date of this Agreement in connection with the Exchange or Buyer’s cooperation with Seller to effectuate the Exchange. Seller acknowledges that Buyer has made no representations or warranties concerning the tax consequences or effect of the Exchange.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **JULY 31, 2026**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE FDACS APPROVED VALUE OF THE EASEMENT, AND (2) FDACS APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY THE FINAL PURCHASE PRICE UNDER THIS AGREEMENT IS SUBJECT TO AN APPROPRIATION BY THE LEGISLATURE AND APPROVAL BY THE BOARD OF TRUSTEES. THE FINAL PURCHASE PRICE MAY NOT EXCEED THE MAXIMUM OFFER AUTHORIZED BY LAW.

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

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

SELLER

John J. Leonard

7/31/2026
Date signed by Seller

Rosa L. Aguirre
Witness as to Seller

Rosa L. Aguirre
Printed Name of Witness

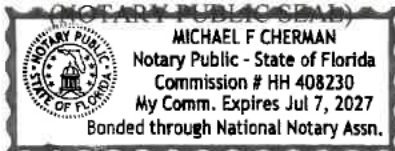
Sheryl Hoover
Witness as to Seller

Sheryl Hoover
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF Florida; Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared John J. Leonard, a married man, by means of ☒ physical presence or ☐ online notarization, who is ☐ personally known to me or ☒ who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and who acknowledged before me that he/she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of July, 2026.



Michael F. Cherman
Notary Public

Michael F. Cherman
(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: HH 408230

My Commission Expires: 07/07/2027

SELLER

Laurie L. Leonard
Laurie L. Leonard

7/31/2026
Date signed by Seller

Rosa L. Aguirre
Witness as to Seller

Rosa L. Aguirre
Printed Name of Witness

Sheryl Hoover
Witness as to Seller

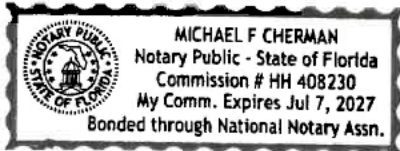
Sheryl Hoover
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF Florida; Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Laurie L. Leonard, a married woman, by means of ☒ physical presence or ☐ online notarization, who is ☐ personally known to me or ☒ who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and who acknowledged before me that he/she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of July, 2026.

(NOTARY PUBLIC SEAL)



Michael F. Cherman
Notary Public
Michael F. Cherman
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: HH 408230

My Commission Expires: 07/07/2027

BUYER

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

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

Witness as to Buyer

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

Witness as to Buyer

Date signed by Buyer

STATE OF FLORIDA
LEON COUNTY

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

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

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

Schedule of Exhibits and Addenda

Exhibit A – Legal Description

Exhibit B - Deed of Easement

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

Exhibit B to Deed of Easement – Significant Natural Areas Map

Exhibit C to Deed of Easement – Easement Monitoring Form

Addendum 1 – BLA-130 Disclosure Statement - John J. Leonard

Addendum 2 – BLA-130 Disclosure Statement - Laurie L. Leonard

EXHIBIT "A"

LEGAL DESCRIPTION

The Land is described as follows:

The West 1/2 of Section 36, Township 39 South, Range 41 East, Martin County, Florida; LESS however, the West 660.00 feet thereof and LESS the Right-of-Way for State Road No. 708.

LESS AND EXCEPT the approximately 20-acre cutout depicted on the attached map.

EXHIBIT "A" (CONTINUED)



Legend

- Property Boundary (219.14 acres)
- SNA Wetlands (92.43 acres)



Significant Natural Areas (SNAs)	
Leonard Property	
Unincorporated Martin County, Florida	
State of Florida, Vantor	Aerial Date: 2021



Project No. 26-6280 Figure No. 1
 Drawn By: C. Trimble Date: 5/18/26
 Layer Source: EAI 2026, CLC 2025
 Scale: 0 625 1,250 US Ft

EXHIBIT "B"

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

Project Name: Leonard Property
County: Martin

DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this ____ day of _____ 2026, by JOHN J. LEONARD AND LAURIE L. LEONARD, husband and wife, whose address is 1076 N. Ocean Blvd, Palm Beach, Florida 33480, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("State Grantee") and MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, , a political subdivision of state of Florida, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, ("County Grantee"). State Grantee and County Grantee collectively shall be "Grantees."

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

NOTICES

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

Grantor's Address: John J. and Laurie L. Leonard, 1076 N. Ocean Blvd, Palm Beach, Florida 33480.

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

County Grantee's Address: Martin County, 2401 SE Monterey Road, Stuart, Florida 34996.

RECITALS

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

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

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

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

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

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

G. State Grantee, pursuant to the terms of Section 570.71, Florida Statutes, and County Grantee, pursuant to Martin County Ordinance Number 1221, are authorized to jointly hold easements for the preservation and protection of agricultural lands threatened by conversion to other uses, as well as the promotion and improvement of wildlife habitat, protection and enhancement of water bodies, aquifer recharge areas, wetlands and watersheds, and perpetuation of open space on lands with SNAs.

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

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

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

ARTICLE I. RECITALS

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

ARTICLE II. DURATION OF EASEMENT

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

ARTICLE III. PURPOSE OF EASEMENT

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

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Maintenance of soil productivity and control of soil erosion.
- Maintenance or improvement of the overall quality of the timber resource.
- Protection of the integrity and function of the working landscape, including any buffers to natural areas, ecological greenways and functioning ecosystems.

- Promotion of the restoration, enhancement, or management of species habitat.
- Protection, restoration, or enhancement of water bodies and aquifer recharge areas including uplands and springsheds, wetlands, or watersheds.
- Conservation and protection of unique and fragile natural areas and rare species habitats.
- Perpetuation of open space on working lands that contain SNAs.
- Allowance of appropriate uses of the Property for activities which will provide long term economic sustainability.

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

ARTICLE IV. RIGHTS GRANTED TO THE GRANTEES

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

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

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

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

D. The right to be indemnified by Grantor for any and all liability, loss, damage,

expense, judgment or claim arising out of or related to any negligent or willful act or omission of the Grantor, Grantor's agents, guests, lessees, licensees, invitees, or any others on the Property with the express or implicit permission of Grantor.

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

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

ARTICLE V. RIGHTS TO INSPECT, MAINTAIN, AND ENFORCE GRANTED TO THE STATE GRANTEE

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

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

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

C. The right to conduct Inspections, annually or otherwise, to monitor Grantor's compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit "C". The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantor and State Grantee; however, nothing in this section prohibits the Grantor and the State Grantee from mutually agreeing to a reasonable opportunity to cure an identified deficiency in lieu of establishing a corrective action plan. Upon State Grantee's finding that Grantor is in compliance with the terms of this Easement, a copy of the completed monitoring form will be provided to the Grantor and a copy will be retained by the State Grantee for a minimum of five (5) years. Upon a finding of noncompliance, a corrective action plan

may be developed, which may be a notation in the comments section on the monitoring form regarding completion of certain actions or cessation of actions in order to attain compliance or the plan may be a more detailed plan developed separately to set expectations and deadlines for completion of remedial measures. In either case, the State Grantee will work with the Grantor to negotiate a reasonable schedule, but all remedial measures shall be completed at Grantor's expense.

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

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

F. The rights and benefits outlined in this Article are solely vested in the State Grantee, with the County Grantee deferring to the State Grantee.

ARTICLE VI. PROHIBITED USES

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

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including those defined by the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, the Federal Emergency Planning and Community Right-To-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the governmental water management district applicable to or having jurisdiction over the Property ("Water Management District"), now or at any time hereafter in

effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (collectively referred to as "Contaminants") on the Property, now or at any time hereafter in effect. This prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the terms of this Easement, and that is disposed of in accordance with applicable local, state, and federal requirements, and Best Management Practices ("BMPs") adopted by FDACS or its successor agency, as amended from time to time.

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

C. Planting of nuisance, exotic or non-native plants as listed by the Exotic Pest Plant Council or the University of Florida's Institute of Food and Agricultural Sciences, or their successors, except for plants approved by State Grantee and needed to support agricultural activities allowed hereunder. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants solely to State Grantee the right, in State Grantee's sole discretion and at State Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics, or non-native wild plants,

on the Property. Under no circumstances shall this right conveyed to State Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the State Grantee.

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

E. New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on or above the ground of the Property except as may be necessary by Grantor for maintenance or to serve the permitted uses of the Property that are consistent with the Easement Purposes or during emergency situations or as may otherwise be specifically provided for in this Easement. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Easement Purposes. Grantor may improve the existing entry road identified in the BDR, including the use of an impermeable surface (but not asphalt paving), upon the written approval of State Grantee. Any such approved road improvement shall not exceed 15 feet in width.

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

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

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

I. Any subdivision of the Property is prohibited.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

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

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

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

ARTICLE VII. GRANTOR'S RESERVED RIGHTS

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

A. Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title in the Property, subject to this Easement. Further, Grantor retains and reserves all rights of, in, and to the Property not conveyed to Grantees under Articles IV and V or prohibited by Article VI.

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

C. The right to conduct silvicultural operations on the Property provided,

however, that prior to any timbering in an SNA, Grantor shall consult with State Grantee concerning reforestation methods and methods consistent with the perpetual protection of the SNAs.

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

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

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

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

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

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

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

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

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

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

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

O. Intentionally deleted.

P. Intentionally deleted.

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

production area listed in the BDR. Grantor, at its expense, shall provide to State Grantee legal descriptions and surveys for the proposed ecosystem services project prior to development.

ARTICLE VIII. STATE GRANTEE'S REMEDIES

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

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

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

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

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

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

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

H. With the exception of the indemnification provisions set forth in subsection G. above, the rights and remedies outlined in this Article are solely vested in the State Grantee, with the County Grantee deferring to the State Grantee.

ARTICLE IX. PUBLIC ACCESS

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

B. **Scientific, Environmental, Conservation, Educational Organizations.** Notwithstanding the foregoing, Grantor, in its sole discretion, may grant to scientific, environmental, conservation and educational organizations the right to enter upon the Property or adjoining property of Grantor to conduct scientific or educational

investigations or studies consistent with the Easement Purposes, on such terms as Grantor, in its sole discretion, may determine.

ARTICLE X. MISCELLANEOUS

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

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

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

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantees, which, for the purposes of Article X, Paragraphs C and E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant of Easement attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant (Grantee's percentage interest is referred to herein as Grantee's "Proportionate Share"). The allocation of the Proportionate Share between State Grantee and County Grantee will be based on the sum of each Grantees' financial contribution toward the acquisition of the Easement. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

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

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

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

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

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

b. In addition, if Grantor receives an unsolicited, but acceptable, offer from a prospective buyer to purchase the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantees notice of Grantor's intent to accept the offer, including the names and addresses of any party to whom the Property is to be transferred, a description of the land to be transferred, and all relevant

terms of the offer received, such that Grantees receive the notice at least 45 days prior to execution of a contract for such sale (Grantor agrees that any such contract for sale shall be made expressly subject to Grantee's right to negotiate for the purchase of the Property provided in Paragraph 1.c. below).

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

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

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

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

4. Statement of Compliance. Grantor may request in writing at least 45 days prior to sale, mortgage, transfer or long term (five years or longer) lease of the Property, or any portion thereof, a written statement from Grantees stating that, to Grantee's actual knowledge, Grantor is in compliance with the terms of this Easement, or if Grantor is not in compliance with the terms of this Easement, stating what violations of this Easement exist according to Grantee's actual knowledge. Grantees agree in such cases to acknowledge, execute, and deliver to Grantor or to any mortgagee, transferee, purchaser, or lessee such a written statement concerning compliance within 45 days from receipt by Grantees of a

written request therefor. Nothing contained in this Easement shall relieve the Grantor from the responsibility to comply with applicable federal, state, and local laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

TO HAVE AND TO HOLD unto Grantees, their successors, and assigns forever.

[signature pages follow]

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

GRANTOR:

Witnesses:

Signature: _____

John J. Leonard

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared John J. Leonard, a married man, by means of ☐ physical presence or ☐ online notarization, who is ☐ personally known to me or ☐ who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

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

NOTARY PUBLIC

My Commission Expires:

Signed

Printed

GRANTOR:

Witnesses:

Signature: _____

Printed Name: _____

Address: _____

Laurie L. Leonard

Signature: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Laurie L. Leonard, a married woman, by means of ☐ physical presence or ☐ online notarization, who is ☐ personally known to me or ☐ who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

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

NOTARY PUBLIC

My Commission Expires:

Signed

Printed

STATE GRANTEE:

Witnesses:

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

Signature: _____

Printed Name: _____

Address: _____

**By: FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES**

By: _____

**DIRECTOR, DIVISION OF
ADMINISTRATION**

Signature: _____

Printed Name: _____

Address: _____

**STATE OF FLORIDA
COUNTY OF LEON**

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

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

NOTARY PUBLIC

My Commission Expires:

Signed

Printed

COUNTY GRANTEE:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

ELYSSE A. ELDER, COUNTY ATTORNEY

SCHEDULE OF EXHIBITS

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

EXHIBIT "A"

LEGAL DESCRIPTION

The Land is described as follows:

The West 1/2 of Section 36, Township 39 South, Range 41 East, Martin County, Florida; LESS however, the West 660.00 feet thereof and LESS the Right-of-Way for State Road No. 708.

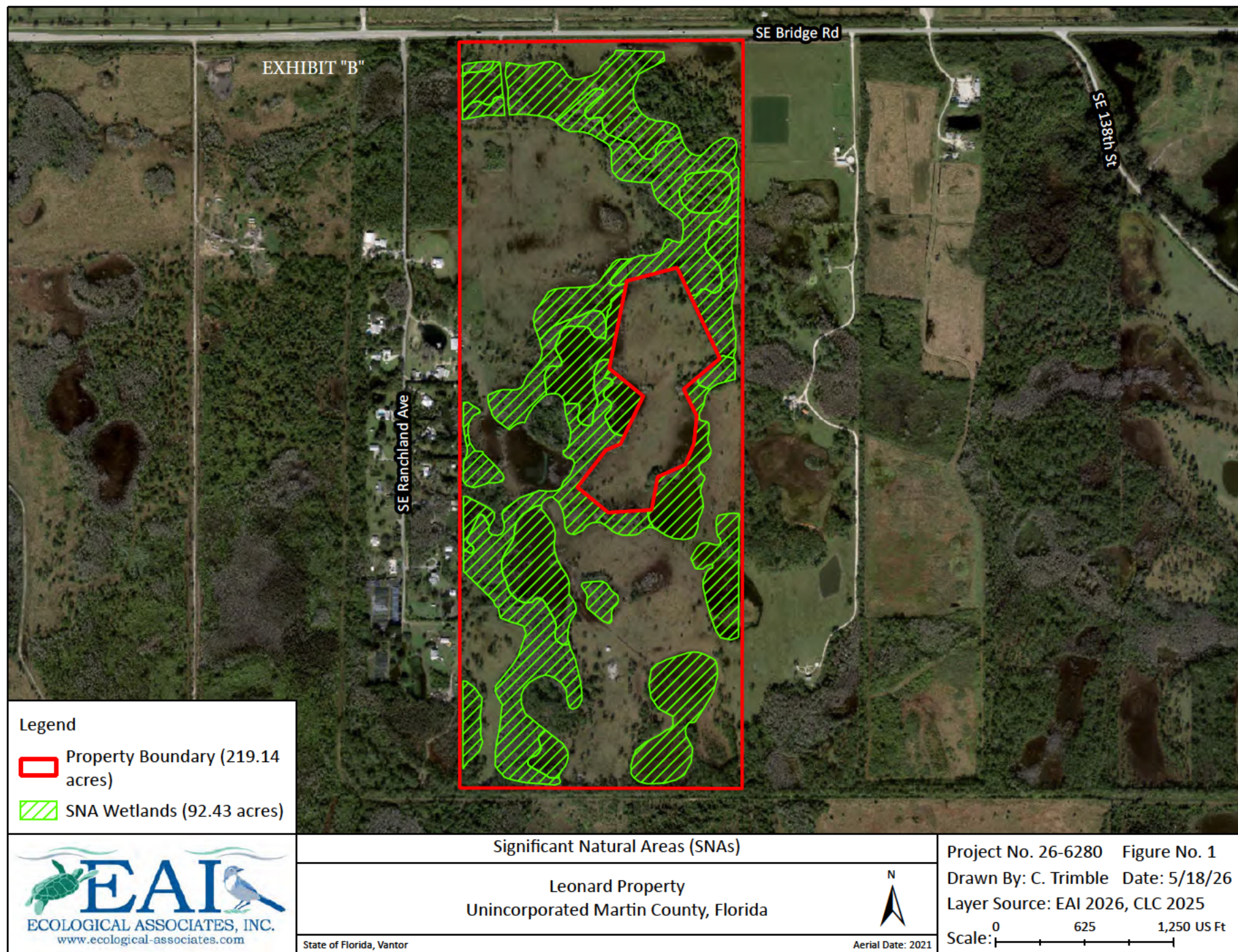


EXHIBIT C



**WILTON SIMPSON
COMMISSIONER**

Florida Department of Agriculture and Consumer Services

RURAL AND FAMILY LANDS PROTECTION PROGRAM EASEMENT MONITORING FORM

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

CONSERVATION EASEMENT PROJECT: _____ ACRES: _____

FDACS CONTRACT #: _____ COUNTY: _____

LANDOWNER(S)/REPRESENTATIVE(S): _____

MONITOR: _____ MONITORING DATE: _____

MONITORING ASSISTANCE (IF ANY) /NAME: _____ AGENCY: _____

MONITORING ASSISTANCE (IF ANY) /NAME: _____ AGENCY: _____

PURPOSE OF MONITORING SITE INSPECTION:

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

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

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

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

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

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

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

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

LANDOWNER REMARKS

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

MONITOR REMARKS

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

REPORT REVIEW AND ACCEPTANCE

Purpose of Monitoring Report Review:

To assure the site inspection complies with all monitoring requirements.

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

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

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

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

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

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

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

	PRINT NAME	SIGNATURE	DATE
PREPARER			
RFLPP DIRECTOR			

SITE MONITORING ACKNOWLEDGEMENT

EASEMENT PROJECT: _____ ACRES: _____

FDACS CONTRACT #: _____ COUNTY: _____

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

Landowner/Representative

Name (print)

Signature

Monitor

Name (print)

Signature

ADDENDUM
DISCLOSURE STATEMENT
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

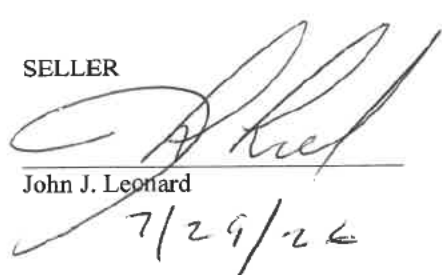
1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: **(if non-applicable,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

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Dispersed Water, L.L.C.	5770 Eagles Nest Dr. Jupiter, FL 33458	Consulting fee	TBD
Keith Fountain Law, PLLC	PO Box 845 DeLand, FL 32721	Attorney fees	TBD
Law Office of Marc S. Teplitz, PA	525 SW Camden Ave. Stuart, FL 34994	Attorney fees	TBD

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

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
None			

SELLER


John J. Leonard

7/29/20

ADDENDUM
DISCLOSURE STATEMENT
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

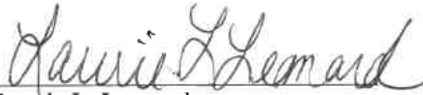
1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: **(if non-applicable,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

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Dispersed Water, L.L.C.	5770 Eagles Nest Dr. Jupiter, FL 33458	Consulting fee	TBD
Keith Fountain Law, PLLC	PO Box 845 DeLand, FL 32721	Attorney fees	TBD
Law Office of Marc S. Teplitz, PA	525 SW Camden Ave. Stuart, FL 34994	Attorney fees	TBD

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

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
None			

SELLER


Laurie L. Leonard

7/29/26

ALBRIGHT & ASSOCIATES of Ocala, Inc.

**Review of Appraisals of
219.14 AC @ SW Bridge Rd, Hobe Sound, Florida
Leonard Property
Martin County, Florida
A&A File #2026.058.039.001**

Client:

Ms. Valerie Kennedy, CFM
Land Acquisition Support Specialist
Rural and Family Lands Protections Program
ICF Incorporated, LLC
1902 Reston Metro Plaza
Reston, Virginia 20190

Appraiser:

Stephen J. Albright, Jr., MAI
State-Certified General Real Estate Appraiser #RZ2392

Copyright © 2026, Stephen J. Albright, Jr., MAI

All Rights Reserved

Albright & Associates of Ocala, Inc.

Published by:

Albright & Associates of Ocala, Inc.

4361 SE 6th Ave, Ocala, FL 34480

This review report is confidential and protected by copyright; no part hereof may be reproduced, stored or introduced to a retrieval system or transmitted in any form or by any means (electronic, mechanical, photocopying, recording or otherwise) without prior written permission of the copyright owner and identified author and client of the report.

ALBRIGHT & ASSOCIATES of Ocala, Inc.

June 2, 2026

Ms. Valerie Kennedy, CFM
Land Acquisition Support Specialist
Rural and Family Lands Protections Program
ICF Incorporated, LLC
1902 Reston Metro Plaza
Reston, Virginia 20190

Re: Review of Appraisals of 219.14 AC @ SW Bridge Rd, Hobe Sound, Florida; Leonard Property; Martin County, Florida

Dear Ms. Kennedy:

In compliance with your request, I have conducted an appraisal review of the reports referenced above and have prepared this written report pursuant thereto. This particular review assignment does not include the provision of an independent opinion of market value. Rather, the technical review includes a focus upon the adequacy, accuracy and overall reliableness of the valuation as well as the appraiser's adherence to not only USPAP but also the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016. Furthermore, I accompanied the appraisers on the inspection of the subject property on April 20, 2026. In that regard, the following narrative summarizes the findings of the review.

This review and the analyses, opinions and conclusions of this report were prepared in conformance with my interpretation of generally accepted appraisal review practices and the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute as well as the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Standards Board of the Appraisal Foundation and, to the extent applicable, the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016 (SASBOT). This reader is advised of the following:

Intended Use:	to evaluate compliance with the applicable standards (USPAP and SASBOT) and the client's instructions and whether the appraisals under review are appropriate for their intended use
Intended Users:	ICF Incorporated, LLC, Florida Department of Agriculture and Consumer Services and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

The reviewed appraisals included an effective date of valuation of April 20, 2026. One of the reports

ALBRIGHT & ASSOCIATES of Ocala, Inc.

was prepared by Riley K. Jones, MAI, SRA of Florida Real Estate Advisors, Inc. (State-Certified General Real Estate Appraiser RZ3529) and the other was report was prepared by Robert D. Miller, ASA (State-Certified General Real Estate Appraiser RZ1270) of The Urban Group. The following summarizes the value of each report.

	<u>Before Value</u>	<u>After Value</u>	<u>Easement Value</u>
Jones Appraisal	\$23,000,000	\$2,850,000	\$20,150,000
Miller Appraisal	\$21,940,000	\$3,290,000	\$18,650,000

After review of the reports and some revisions performed by the appraisers, I have determined that the reports are acceptable as submitted and have been completed substantially in conformance with USPAP and SASBOT. More specific analysis supporting this assertion is presented within the narrative of this report.

Respectfully submitted,

ALBRIGHT & ASSOCIATES of Ocala, Inc.



Stephen J. Albright, Jr., MAI
Review Appraiser

ALBRIGHT & ASSOCIATES of Ocala, Inc.

Contents

Title Page	1
Letter of Transmittal	2
Contents	4
Intended Use of Appraisal Review	5
Intended User (Client) of Appraisal Review	5
Purpose and Objective of Appraisal Review	5
Identification of Reviewed Appraisal Report	5
Scope of Work	8
Appraiser's Descriptive Analysis	9
Appraiser's Valuation and Conclusions	11
Final Review Analysis and Comments	15
Certification	16
<u>Addendum</u>	18

ALBRIGHT & ASSOCIATES of Ocala, Inc.

Intended Use of Appraisal Review

The specifically designed and intended use of this appraisal review is to evaluate compliance with the applicable standards (USPAP and SASBOT) and the client's instructions and whether the appraisals under review are appropriate for their intended use. Use of this appraisal review is prohibited as it relates to any function other than that identified herein.

Intended User of Appraisal Review

The intended users of this appraisal review are ICF Incorporated, LLC, the Florida Department of Agriculture and Consumer Services and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The specific client of the assignment includes ICF Incorporated, LLC c/o Valerie Kennedy.

Purpose and Objective of Appraisal Review

The purpose of the appraisal review is to form an opinion about the quality of the work under review encompassing completeness, adequacy, relevance, appropriateness, and reasonableness. It was also necessary to check that the reports comply with applicable standards and specific assignment instructions. The purpose does not include the development of an independent opinion of value.

Identification of Reviewed Appraisal Report

One of the reviewed reports was prepared by Riley K. Jones, MAI, SRA (State-Certified General Real Estate Appraiser RZ3529) of Florida Real Estate Advisors, Inc. with a date of report of May 28, 2026. This report included a title page, letter of transmittal and main body of 92 numbered pages and addenda.

The other reviewed report was prepared by Robert D. Miller, ASA (State-Certified General Real Estate Appraiser RZ1270) of The Urban Group with a date of report of June 1, 2026. This report included a letter of transmittal, main body of 99 numbered pages and an exhibits & addenda section

A copy of the report has been retained in my files.

Subject of Reviewed Appraisal

The reviewed report identifies the subject property as 219.14 gross acres located along the south side of SW Bridge Rd in Martin County, Florida (identified as the Leonard Property). A legal description of the subject property was provided in both reviewed reports.

ALBRIGHT & ASSOCIATES of Ocala, Inc.

Objective and Use of Reviewed Appraisal

The indicated purpose of Jones appraisal is “to provide an opinion of value of the subject before the “Deed of Conservation Easement” has been implemented and an opinion of value of the subject after the “Deed of Conservation Easement” has been implemented, the difference being attributed to the impact that the “Deed of Conservation Easement” has on the market value of the subject property as of the date of the field inspection, April 20, 2026, subject to those exceptions identified in the Investors Title Insurance Company - Title Policy #26-4027ICF with an effective date of March 3, 2026.” Similarly, the Miller appraisal includes a purpose to “estimate the “As Is” current market value of the subject and the value subject to a proposed conservation easement.”

The appraisers referenced the definition of market value from the “Supplemental Standards, DEP March 2016.” The intended use of the Jones appraisal is “to make internal decisions regarding the potential acquisition of the conservation easement.” Similarly, the intended use of the Miller appraisal is for “consideration in determining the market value of the conservation easement lands entering the Rural Family Lands Protection Program.” The intended users of the reports were indicated to be ICF Incorporated, LLC (also the client), the Florida Department of Agricultural and Consumer Services, Martin County and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

Property Ownership Interest of Reviewed Report

The reviewed reports indicate that the property rights appraised consist of the fee simple interest subject to exceptions from the title policy in the “before” valuation and the fee simple interest subject to exceptions from the title policy and the proposed conservation easement in the “after” valuation. The difference in these two valuations represents the impact (or rights acquired) from the proposed conservation easement.

Relevant Dates of Reviewed Report

Date of Report:	Jones (May 28, 2026); Miller (June 1, 2026)
Effective Valuation Date:	April 20, 2026 (both reports)
Inspection Date:	April 20, 2026; in addition to the referenced appraisers, Stephen Albright (review appraiser), Valerie Kennedy (client), Keith Fountain (property owner representative), Benita Whalen (property owner representative), Paul Dye (property manager) and John Leonard (property owner) were present

Extraordinary Assumptions and/or Hypothetical Conditions of the Reviewed Report

The reviewed reports includes a hypothetical condition that the proposed conservation easement has

ALBRIGHT & ASSOCIATES of Ocala, Inc.

been implemented for the “after” valuation. Also, both reports include an extraordinary assumption that the same exact terms and conditions of the proposed conservation easement will be implemented if negotiations for the acquisition are successful. The Miller report includes an additional extraordinary assumption that the subject gross site size as provided by the client is accurate. The appraisal reports both indicate that the use of the extraordinary assumption and hypothetical condition might have affected the assignment results.

Identify Appraiser of Reviewed Report

Again, one of the reviewed appraisal reports was prepared and signed by Riley K. Jones, MAI, SRA (State-Certified General Real Estate Appraiser RZ3529) of Florida Real Estate Advisors, Inc. while the other reviewed report was prepared by Robert D. Miller, ASA (State-Certified General Real Estate Appraiser RZ1270) of The Urban Group. While the Jones report indicates that “no one provided significant professional assistance to the persons signing this report,” the Miller report indicates that “Benjamin Manburg provided significant professional assistance to the person signing this report.”

ALBRIGHT & ASSOCIATES of Ocala, Inc.

Scope of Work

USPAP specifically indicates that for each appraisal and appraisal review assignment, an appraiser must:

1. Identify the problem to be solved;
2. Determine and perform the scope of work necessary to develop credible assignment results;
3. Disclose the scope of work in the report.

To that end, Valerie Kennedy of ICF Incorporated, LLC, requested a technical review of the appraisals of the property identified herein for the intended use described earlier. As such, the problem to be solved for this assignment is to form an opinion about the quality of the work under review encompassing completeness, adequacy, relevance, appropriateness, and reasonableness. It was also necessary to check that the report complies with applicable standards and specific assignment instructions. The purpose does not include the development of an independent opinion of value. To that end, the necessary scope of work to develop a credible result includes the following.

- Review the provided copies of the identified appraisal reports.
- The date of my review was May 26, 2026 through May 27, 2026. The date of my review report is June 2, 2026.
- Form opinions regarding the credibility and appropriateness of the reviewed reports consistent with requirements of USPAP and SASBOT. Again, the specific scope of work of this particular assignment does not include forming an independent opinion of value. It is also noted that the reviewer has not researched the marketplace to confirm reported data or to reveal data which may have been more appropriate to include in the appraisal reports nor has the reviewer inspected the comparable sales properties presented in the reviewed reports.
- Prepare a narrative report consistent with the requirements of USPAP and SASBOT.

Appraiser's Descriptive Analysis

The following summarizes the descriptive analysis of the reviewed report.

The reports includes thorough and adequate descriptions of both the subject's general area (Martin County) and neighborhood. The neighborhood is positioned in eastern Martin County (Hobe Sound area) which is described as a rapidly transitioning market area. To that end, there are two significant new developments in the subject's immediate area including Atlantic Fields Club (1,500 AC developed with ultra luxury golf course community to include 317 homes and equestrian center) and Grove XXIII (highly exclusive private golf course owned by Michael Jordan). These two developments are immediately northwest of the subject. Otherwise, the area has historically included a predominance of agricultural and rural residential uses. The primary traffic routes through and to the area includes Florida Turnpike and I-95 to the west. Per the Jones report, "the subject property is located directly in the mix of the on-going development in this area and is expected to receive significant demand form the higher demographic profile of the market area."

The subject property is within the reported ownership of John & Laurie Lou Leonard. There have been no sales or transfers of the subject for more than the past five years. Further, the subject property was not formally listed for sale as of the date of valuation. The property is presently used for cattle grazing and recreation (hunting). The subject consists of the majority of PID #36-39-41-000-003-00000-0 with a 2025 just value of \$10,274,642 and assessed value of \$63,340.

The site includes 219.14 AC (gross size) and, based on information supplied by the client, includes 119.25 AC (or 54%) of uplands. While there are a total of 99.89 AC of wetlands, 92.43 AC are designated as Special Natural Areas (SNAs). The site includes generally level terrain with no elevations within the 100-year flood plain. The subject is rectangular in shape acknowledging that there is a 15.76 AC interior "out-parcel" not proposed for easement encumbrance and, as such, not included in the valuation. The site includes good aesthetics through a blend of open pasture and forested wetlands. Access to the subject property is via direct frontage (about 1,975') on SW Bridge Rd (two-lane, paved public right of way). Electricity is provided to the subject property. While public water is available about .60 miles west of the subject, private septic tanks are required.

The appraisers cite no adverse exceptions from the referenced title commitment prepared by Investors Title Insurance Company (File #26-4027ICF on March 3, 2026). In that regard, the document indicates (10) exceptions although the majority of the exceptions include items that will be deleted upon executed affidavits and/or survey or are standard exceptions and none of the exceptions include significant encumbrances upon the subject. The title commitment is silent as to any reservations for oil, gas and mineral rights which are assumed by the appraisers to remain intact.

The subject is only nominally improved with fencing, gates and a small shed.

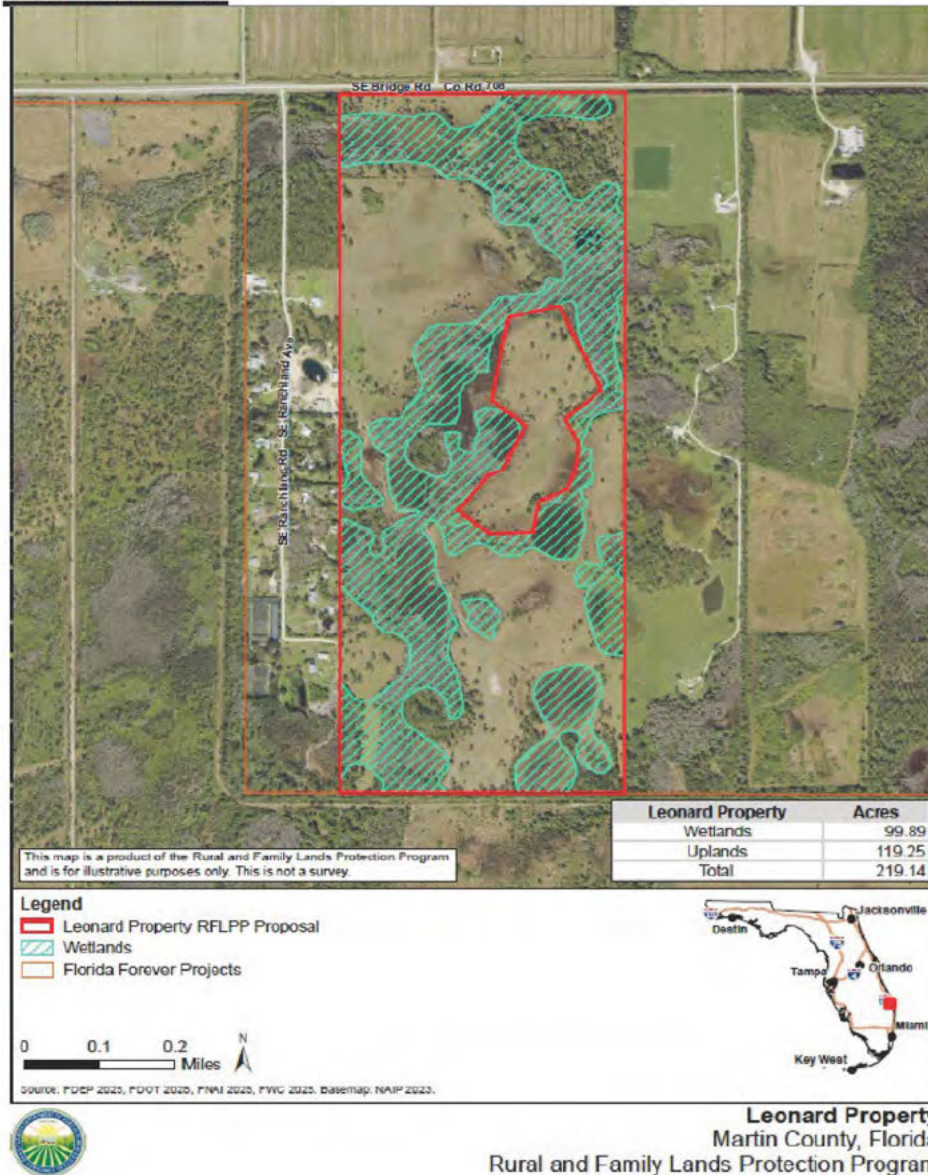
ALBRIGHT & ASSOCIATES of Ocala, Inc.

The subject has a future land use designation of Agriculture with a maximum density of development of one dwelling unit per 20 AC. The corresponding zoning designation is AG-20A which permits a blend of residential and agriculture uses.

The following map was provided by the client and included in both reports.

10

APPRAISAL MAP



ALBRIGHT & ASSOCIATES of Ocala, Inc.

Appraiser's Valuation and Conclusions

In the "before" valuation, the appraisers concluded similar highest and best use of eventual rural residential development. In support of that conclusion, the appraiser cites the subject's physical attributes as conducive towards these uses and growing demand in the subject neighborhood in terms of residential development. Further, the subject is entitled for development at a density of one unit per 20 AC. However, both appraiser's note that the growth in the area is likely conducive towards achieving a higher density. To that end, the Jones report cites a predominance of density of one dwelling unit per 5 AC in close proximity to the subject and that the "Agricultural Enclaves" law was recently passed which may be applicable to the subject. In the final analysis, both appraisers assert a reasonably probable ability to achieve a higher density more consistent with new development in the area. With respect to the "after" valuation, the appraisers concluded similar highest and best use limited to rural recreation and agricultural as the easement allows no division and development to maximum density has been eliminated. To that end, the appraisers included a comparison grid/chart of rights before and after placement of the easement which eliminates these potential uses available before placement of the easement. In summary, the appraisers have adequately and convincingly addressed the issue of highest and best use for the subject property.

The valuation of the subject property includes reliance upon the Sales Comparison Approach which was explained as the only applicable approach to value for the subject property type in the subject market. The Jones appraisal included the following comparable lands sales for the "before" and "after" valuations:

[Jones "Before" Comparable Sales]

Element of Comparison	Sale 1	Sale 2	Sale 3
Location	Martin Co	Martin Co	Martin Co
Sale Date	June of 2025	May of 2024	July of 2024
Size (Gross AC)	314.40	100.00	113.00
Percentage Uplands	100%	43%	74%
Sale Price (\$/Gross AC)	\$116,094	\$90,000	\$112,832
Overall Rating	Similar	Similar	Similar

Each of the sales are current and include similar entitlements with the conveyance of the fee simple interest. All three sales are located in Martin County and in very close proximity to the subject. The appraiser included a map, detailed data sheet, aerial photo and deed for each comparable property. The appraiser utilized a qualitative adjustment process for comparison of the sales with the subject property which is widely accepted and appropriate for this type of valuation. As described in the prior chart, each sale is considered similar overall. The appraiser reconciles a final opinion of market value toward the central tendency or \$105,000/AC or \$23,000,000.

ALBRIGHT & ASSOCIATES of Ocala, Inc.

[Jones "After" Comparable Sales]

Element of Comparison	Sale 1	Sale 2	Sale 3	Sale 4
Location	Polk Co	Manatee Co	Polk Co	Polk Co
Sale Date	April of 2024	Jan of 2026	Jan of 2025	Aug of 2022
Size (Gross AC)	402.60	497.31	132.92	82.25
Percentage Uplands	54%	91%	61%	82%
Sale Price (\$/Gross AC)	\$9,439	\$7,440	\$18,432	\$9,483
Overall Rating	Inferior	Far Inferior	Far Superior	Inferior

Each of the sales are current or fairly current and include similar entitlements including encumbrance by conservation easement. The appraiser included a map, detailed data sheet, aerial photo and deed for each comparable property. The appraiser utilized a qualitative adjustment process for comparison of the sales with the subject property which is widely accepted and appropriate for this type of valuation. As described in the prior chart, Sales 1, 2 and 4 are inferior to some degree while Sale 3 is far superior. The appraiser reconciles a final opinion of market value toward the upper-central tendency or \$13,000/AC which equates to a value of \$2,850,000, rounded.

The two Jones valuations result in a residual to the easement interest value of \$20,150,000 or about \$92,000/AC.

ALBRIGHT & ASSOCIATES of Ocala, Inc.

The Miller appraisal included the following comparable lands sales for the “before” and “after” valuations:

[Miller “Before” Comparable Sales]

Element of Comparison	Sale 1	Sale 2	Sale 3
Location	Martin Co	Martin Co	Martin Co
Sale Date	June of 2025	May of 2024	Oct of 2023
Size (Gross AC)	314.40	100.00	1,529.56
Percentage Uplands	100%	65-70%	90%
Sale Price (\$/Gross AC)	\$116,094	\$107,550	\$75,726
Overall Rating	Superior	Superior	Inferior

Each of the sales are current and include similar entitlements with the conveyance of the fee simple interest. All three sales are located in Martin County and in very close proximity to the subject. The appraiser included a map, detailed data sheet, aerial photo and deed for each comparable property. The appraiser provided quantified adjustment to older Sales 2 and 3 (based upon a specifically market-supported appreciation rate of 1.5% per month from 2023 to 2025) which resulted in the above unit prices. Otherwise, the appraiser utilized a qualitative adjustment process for comparison of the sales with the subject property which is widely accepted and appropriate for this type of valuation. As described in the prior chart, Sales 1 and 2 are both superior while Sale 3 is inferior. The appraiser reconciles a final opinion of market value toward the central tendency or \$100,000/AC or \$21,940,000.

[Miller “After” Comparable Sales]

Element of Comparison	Sale 4	Sale 5	Sale 6	Sale 7
Location	Polk Co	Polk Co	Polk Co	Polk Co
Sale Date	Sept of 2025	April of 2024	Jan of 2025	Aug of 2022
Size (Gross AC)	299.84	402.60	132.92	82.85
Percentage Uplands	55%	54%	61%	82%
Sale Price (\$/Gross AC)	\$10,672	\$9,439	\$18,432	\$9,483
Overall Rating	Inferior	Inferior	Superior	Inferior

Each of the sales are fairly current and include similar entitlements including encumbrance by conservation easement. The appraiser included a map, detailed data sheet, aerial photo and deed for each comparable property. The appraiser utilized a qualitative adjustment process for comparison of the sales with the subject property which is widely accepted and appropriate for this type of valuation. As described in the prior chart, Sales 4, 5 and 7 are all inferior while Sale 6 is superior. The appraiser reconciles a final opinion of market value toward the upper-central tendency or \$15,000/AC which equates to a value of \$3,290,000, rounded.

ALBRIGHT & ASSOCIATES of Ocala, Inc.

The two Miller valuations result in a residual to the easement interest value of \$18,650,000 or about \$85,000/AC.

The appraisers also provided opinions of reasonable marketing time and reasonable exposure time for the valuations. More specifically, the marketing time/exposure time in the Jones report was estimated at 12 months for both valuations while the Miller report includes an estimate of 6 to 12 months for exposure/marketing in both valuations. Finally, both reports include a completed Bureau of Appraisal - Appraisal Checklist in the Addenda of the report.

The appraisals reflect a reasonable range of opinions of market value with a variance of about 8%.

Final Review Analysis and Comments

The reviewed report was found to be well presented, comprehensive and informative in terms of the description of the subject's physical and locational attributes as well as the valuation process. Further, the report was prepared in substantial conformance with requirement of USPAP and SASBOT, acknowledging some revisions completed by the appraisers.

The highest and best use analysis of the reports included specific consideration to each of the four tests and results in a convincing conclusion. The appraisers appropriately relied upon the Sales Comparison Approach for the valuation. In that regard, the approach benefits from current and relevant sales for the "before" and "after" valuations which are from the subject market area and include similar highest and best use. The adjustment procedure was effectively employed in the report and resulted in convincing conclusions of market value. This review assignment requires no additional extraordinary assumptions or hypothetical conditions.

In summary, the appraisal reports referenced herein are considered acceptable and approvable by the signed reviewer.

ALBRIGHT & ASSOCIATES of Ocala, Inc.

Certification

The undersigned certifies that, to the best of my knowledge and belief:

1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and hypothetical conditions stated in this review report and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
5. My engagement in this assignment was not contingent upon developing or reported predetermined results.
6. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use. Further, my compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
7. To the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics* and the *Standards of Professional Practice* of the Appraisal Institute, the *Uniform Standards of Professional Appraisal Practice* and the *Supplemental Appraisal Standards for the Board of Trustees Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2016*.
8. The appraisal reviewed is in substantial compliance with the *Uniform Standards of Professional Appraisal Practice*, the *Supplemental Appraisal Standards for the Board of Trustees*, as well as *Rule 18-1.006, Florida Administrative Code (FAC)*.
9. The use of this review report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. I have made a personal inspection of the property that is the subject of the reviewed report.

ALBRIGHT & ASSOCIATES of Ocala, Inc.

11. No person added significant real property appraisal or appraisal review assistance except as specified.

12. *Uniform Standards of Professional Appraisal Practice* require appraisers, prior to accepting assignments, to possess experience and skill necessary for completion, or:

- A. Disclose lack of knowledge and/or experience before assignment acceptance.
- B. Take necessary and appropriate steps to complete assignment competently.
- C. Describe lack of knowledge and/or experience in appraisal report.
- D. Describe steps taken to complete assignment competently in appraisal report.

I have performed appraisals and/or review of properties similar to the subject (including a wide variety of conservation easements) for various private- and public-sector clients for more than 31 years. While this represents my first appraisal review assignment in Martin County, I am very familiar with the Martin County area.

13. At the date of this report, I, Stephen J. Albright, Jr., have completed the continuing education program for Designated Members of the Appraisal Institute.

14. As of the date of publication of this review report, I have completed no professional services (appraisal or otherwise) associated with the subject property of the reviewed report within the three years preceding this assignment.



Stephen J. Albright, Jr., MAI
State-Certified General Real Estate Appraiser #RZ2392

Addendum

ALBRIGHT & ASSOCIATES of Ocala, Inc.

Stephen J. Albright, Jr. Curriculum Vitae

Employment

Professional Golf, Tommy Armour and T.C. Jordan Tour (1992-1993)
Marion and St. Johns County School Boards, School Teacher (1993)
Albright & Associates, Ocala, Inc. (1994 to 2002)
Stephen Albright & Associates, Inc. (2002 to present)

Formal Education

University of North Carolina, Chapel Hill, NC; BA, Psychology, 1992

Professional Designations

State-Certified General Real Estate Appraiser, RZ2392
Member, Appraisal Institute, MAI

Professional Organizations/Service

Appraisal Institute, East Florida Chapter (Former Board Member)
Ocala/Marion County Multiple Listing Service

Community Organizations/Service

Ocala Metro Chamber & Economic Partnership (Member)
First Presbyterian Church of Ocala (Former Elder)
Community College of Central Florida Foundation (Former Board Member)
Silver Springs Rotary Club (Former Board Member)
Ocala Vision 2035 Leadership Group
Mastering the Possibilities (Board of Directors)
First Tee of Greater Ocala (Board of Directors; Past President)
Florida State Golf Association (Board of Directors; Executive Committee)

Specialized Services

[Expert Witness]

5th Circuit- Marion County, Citrus and Lake Counties

[Arbitration/Mediation Hearings]

Marion County, Florida Ignatius Ciesla v. Bonded Builders Home Warranty (2006)

[Special Magistrate]

Marion County Value Adjustment Board Hearings (2008-2025)
Citrus County Value Adjustment Board Hearings (2010-2014)

[Speaking Engagements]

International Association of Assessing Officers - Florida Chapter
2015 TPP Seminar - VAB Special Master Panel - Lake Mary, Florida

MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,
RURAL AND FAMILY LANDS PROTECTION PROGRAM
AND
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

THIS MEMORANDUM OF AGREEMENT is entered into this 28th day of July, 2026, by and between the **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, RURAL AND FAMILY LANDS PROTECTION PROGRAM**, (RFLPP), which acts as agent for acquisitions by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Trustees), and **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose mailing address is 2401 SE Monterey Road, Stuart, Florida 34996 (County). RFLPP and County may be collectively referred to herein as the "Parties". Wherever used herein the terms "RFLPP" and "County" shall include their legal representatives, assigns, and successors.

RECITALS

A. The RFLPP and the County are authorized to enter into acquisition agreements to cooperatively and efficiently use their various powers to provide a mutually beneficial public purpose that will advance the health, education, safety, and general welfare of the citizens of the state of Florida.

B. The RFLPP and the County, in recognition of their mutual conservation efforts and responsibilities to the public, desire to enter into this Memorandum of Agreement (Agreement) to facilitate the acquisition of certain rights over the parcel(s) of real property located in Martin County, Florida, legally described on Exhibit B attached hereto. Collectively, the parcels are known as "Leonard Property" and shall be referred to herein as the "Property".

C. The County has determined the Property is eligible, pursuant to Martin County Ordinance No. 1221, for funding under the County's land acquisition program for purchase of easements over environmentally or agriculturally significant lands within Martin County.

D. The RFLPP has determined the Property is eligible for funding as a perpetual rural lands protection easement, under which the RFLPP and the County shall be co-grantees (Easement) as a project approved by the Board of Trustees of the Internal Improvement Trust Fund due to its significant agricultural attributes. The Parties agree that the Easement shall be substantially in the form attached hereto as Exhibit C.

E. The Parties have agreed to each pay a share of the purchase price for the rights acquired in the Property, as set forth herein.

F. The Property is environmentally significant, provides for ongoing agricultural operations, and will further the conservation goals of the County and the RFLPP.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals and the Exhibits attached hereto are true and correct and are incorporated herein by reference for all purposes and expressly made a part of this Agreement.

2. The Parties shall cooperatively negotiate the acquisition of the Easement over the Property as illustrated in Exhibit A attached hereto. The Parties may agree to amend Exhibit A or Exhibit B to this Agreement, as necessary, to change the boundaries of the parcel(s). Working cooperatively with County staff, the RFLPP will be the lead agency in pursuing the acquisition of the Easement over the Property, including but not limited to negotiations, obtaining appraisals, title work and reports, and preparation of closing documents and post-closing matters.

3. Pre-acquisition. The RFLPP shall be responsible for providing an appraisal map or survey suitable for use in preparing appraisals in compliance with the procedures and requirements set forth in Section 570.715, Florida Statutes and Rule Chapter 5I-7, Florida Administrative Code (F.A.C.). The RFLPP shall provide a copy of all appraisals and due diligence documents to the County during the negotiation process. The RFLPP will be responsible for up to 100% of all pre-acquisition costs.

4. The Parties agree that RFLPP will take the lead in negotiating for the acquisition of the Easement. The Parties agree to provide any documentation requested by the other party. The contract to acquire the Property will be on RFLPP forms with any changes mutually agreed to by County and the RFLPP. The contract will name the Trustees as purchaser.

5. The purchase price to be paid will be based on appraisals per Section 570.715, Florida Statutes and rules 5I-7.009 and 5I-7.013, F.A.C., based on an estimated acreage and shall be apportioned as follows, where the maximum is:

County – An amount not to exceed 50 percent (50%) of the Easement purchase price*

RFLPP – The remainder of the purchase price of the Easement*

*The final amounts may be adjusted based on the final certified acreage as shown on the applicable surveys or the easement(s) purchase price if less than the appraised value.

6. The County's share shall be up to 50 percent (50%) of the purchase price of the Easement. The Trustees' share shall be the remainder of the purchase price of the Easement plus the closing costs. For purposes of this Agreement, "closing costs" shall be limited to the cost of the survey, environmental audit, title insurance, recording costs, and any other costs as agreed upon by the Parties, provided that in no case shall the County be responsible for the payment of real estate brokerage fees. The purchase price agreed to be paid to the landowners shall not exceed the maximum value of an easement as determined in accordance with rule 5I-7.009, F.A.C. In the

event County's share of the purchase price as described above exceeds County's available funds, it is understood and agreed that this Agreement shall terminate, and the RFLPP may elect to acquire the Easement on behalf of the Trustees without the participation of County. The County may acquire the Easement without the participation of the RFLPP if the RFLPP has insufficient funds to complete the purchase of the Easement. The Parties agree that RFLPP will obtain title and closing services for the closing of the Easement covered under this Agreement.

7. The RFLPP's and the County's obligations to fund their specified portions of the purchase price for the Easement are contingent upon the approval of these purchases by the Trustees and the County; the RFLPP's and the County's review and approval of the proforma title insurance policy to be provided by the RFLPP, environmental site assessment, survey, and closing documents; and any other matters affecting closing, at the reasonable discretion of the RFLPP's and the County's legal counsel, and is further contingent upon the availability of funding from sources acceptable to the RFLPP and the County. Payment by each party of its share of funds to the closing agent for closing shall evidence approval of all such matters prior to closing. Any duty of the Parties to perform under the provisions of this Agreement is contingent on an annual appropriation therefor by the Florida Legislature or the County as applicable.

8. In accordance with the provisions of Section 570.715(5), Florida Statutes and Rules 5I-7.009 and 5I-7.013, F.A.C., the County, on its behalf and on behalf of its employees and agents, shall maintain the confidentiality of all appraisal reports and information, and must obtain the consent of the Department prior to disclosing the information to any other person, until such time as they become a public record. The Parties understand that all documents, letters, maps, and all other materials, including appraisal reports and information (Records) specifically related to the acquisition of the Easement will become a public record as defined in Chapter 119, Florida Statutes and in accordance with Section 570.715(5), Florida Statutes. The Parties agree to share any and all negotiation files, after negotiations with the owner have terminated.

9. Landowners will assume primary management responsibility for the Property in accordance with the terms of the Easement. The RFLPP will assume the primary monitoring and enforcement responsibilities under the terms of the Easement.

10. Title to the Easement shall be held jointly in the name of the Board of Trustees of the Internal Improvement Trust Fund and Martin County.

11. This Agreement constitutes the entire agreement of the Parties. There are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed, or amended, except by a writing signed by the Parties hereto.

12. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed or interpreted as a waiver of any right, privilege, or immunity, whether in contract or tort, that the RFLPP or the County may enjoy under the doctrine of sovereign immunity, or the limitations of liability set forth in Section 768.28, Florida Statutes, and any amendments thereto.

13. This Agreement shall be construed and interpreted according to the laws of the state of Florida.

14. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the County or the RFLPP has executed the same, and that date shall be inserted at the top of the first page hereof.

15. This Agreement will expire one year from the date of execution or upon closing of the purchase transaction contemplated herein, whichever is sooner.

[SIGNATURES APPEAR OF FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to become effective as of the date the last party executes the Agreement, and that date shall be entered above.

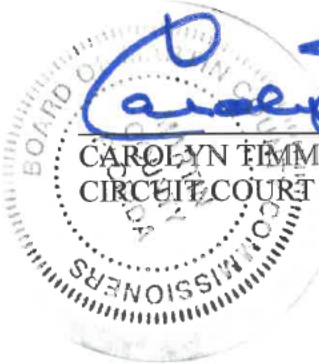
Department of Agriculture and Consumer Services
Rural and Family Lands Protection Program

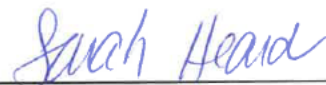
By 
Joey Hicks, Director
Division of Administration

Date: 8-26-26

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

 
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER


SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:


for ELYSSE A. ELDER, COUNTY ATTORNEY

EXHIBIT A
PROPOSED PROJECT BOUNDARY MAP



Rural and Family Lands Protection Program 2025 Application Cycle Leonard Property



0 0.15 0.3 0.6 0.9 1.2 Miles

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

Managed Lands

- Federal
- State
- Local
- Private

ATTACHMENT 7D

PAGE 98

EXHIBIT B
PARCEL ID(s)

36-39-41-000-003-0000-0

EXHIBIT C
SAMPLE EASEMENT

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

Project Name: Leonard Property
County: Martin

DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this ____ day of _____ 2026, by JOHN J. LEONARD AND LAURIE L. LEONARD, husband and wife, whose address is 1076 N. Ocean Blvd, Palm Beach, Florida 33480, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("State Grantee") and MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, , a political subdivision of state of Florida, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, ("County Grantee"). State Grantee and County Grantee collectively shall be "Grantees."

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

NOTICES

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

Grantor's Address: John J. and Laurie L. Leonard, 1076 N. Ocean Blvd, Palm Beach, Florida 33480.

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

County Grantee's Address: Martin County, 2401 SE Monterey Road, Stuart, Florida 34996.

RECITALS

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

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

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

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

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

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

G. State Grantee, pursuant to the terms of Section 570.71, Florida Statutes, and County Grantee, pursuant to Martin County Ordinance Number 1221, are authorized to jointly hold easements for the preservation and protection of agricultural lands threatened by conversion to other uses, as well as the promotion and improvement of wildlife habitat, protection and enhancement of water bodies, aquifer recharge areas, wetlands and watersheds, and perpetuation of open space on lands with SNAs.

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

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

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

ARTICLE I. RECITALS

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

ARTICLE II. DURATION OF EASEMENT

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

ARTICLE III. PURPOSE OF EASEMENT

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

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Maintenance of soil productivity and control of soil erosion.
- Maintenance or improvement of the overall quality of the timber resource.
- Protection of the integrity and function of the working landscape, including any buffers to natural areas, ecological greenways and functioning ecosystems.

- Promotion of the restoration, enhancement, or management of species habitat.
- Protection, restoration, or enhancement of water bodies and aquifer recharge areas including uplands and springsheds, wetlands, or watersheds.
- Conservation and protection of unique and fragile natural areas and rare species habitats.
- Perpetuation of open space on working lands that contain SNAs.
- Allowance of appropriate uses of the Property for activities which will provide long term economic sustainability.

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

ARTICLE IV. RIGHTS GRANTED TO THE GRANTEES

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

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

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

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

D. The right to be indemnified by Grantor for any and all liability, loss, damage,

expense, judgment or claim arising out of or related to any negligent or willful act or omission of the Grantor, Grantor's agents, guests, lessees, licensees, invitees, or any others on the Property with the express or implicit permission of Grantor.

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

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

ARTICLE V. RIGHTS TO INSPECT, MAINTAIN, AND ENFORCE GRANTED TO THE STATE GRANTEE

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

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

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

C. The right to conduct Inspections, annually or otherwise, to monitor Grantor's compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit "C". The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantor and State Grantee; however, nothing in this section prohibits the Grantor and the State Grantee from mutually agreeing to a reasonable opportunity to cure an identified deficiency in lieu of establishing a corrective action plan. Upon State Grantee's finding that Grantor is in compliance with the terms of this Easement, a copy of the completed monitoring form will be provided to the Grantor and a copy will be retained by the State Grantee for a minimum of five (5) years. Upon a finding of noncompliance, a corrective action plan

may be developed, which may be a notation in the comments section on the monitoring form regarding completion of certain actions or cessation of actions in order to attain compliance or the plan may be a more detailed plan developed separately to set expectations and deadlines for completion of remedial measures. In either case, the State Grantee will work with the Grantor to negotiate a reasonable schedule, but all remedial measures shall be completed at Grantor's expense.

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

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

F. The rights and benefits outlined in this Article are solely vested in the State Grantee, with the County Grantee deferring to the State Grantee.

ARTICLE VI. PROHIBITED USES

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

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including those defined by the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, the Federal Emergency Planning and Community Right-To-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the governmental water management district applicable to or having jurisdiction over the Property ("Water Management District"), now or at any time hereafter in

effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (collectively referred to as "Contaminants") on the Property, now or at any time hereafter in effect. This prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the terms of this Easement, and that is disposed of in accordance with applicable local, state, and federal requirements, and Best Management Practices ("BMPs") adopted by FDACS or its successor agency, as amended from time to time.

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

C. Planting of nuisance, exotic or non-native plants as listed by the Exotic Pest Plant Council or the University of Florida's Institute of Food and Agricultural Sciences, or their successors, except for plants approved by State Grantee and needed to support agricultural activities allowed hereunder. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants solely to State Grantee the right, in State Grantee's sole discretion and at State Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics, or non-native wild plants,

on the Property. Under no circumstances shall this right conveyed to State Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the State Grantee.

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

E. New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on or above the ground of the Property except as may be necessary by Grantor for maintenance or to serve the permitted uses of the Property that are consistent with the Easement Purposes or during emergency situations or as may otherwise be specifically provided for in this Easement. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Easement Purposes. Grantor may improve the existing entry road identified in the BDR, including the use of an impermeable surface (but not asphalt paving), upon the written approval of State Grantee. Any such approved road improvement shall not exceed 15 feet in width.

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

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

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

I. Any subdivision of the Property is prohibited.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

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

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

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

ARTICLE VII. GRANTOR'S RESERVED RIGHTS

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

A. Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title in the Property, subject to this Easement. Further, Grantor retains and reserves all rights of, in, and to the Property not conveyed to Grantees under Articles IV and V or prohibited by Article VI.

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

C. The right to conduct silvicultural operations on the Property provided,

however, that prior to any timbering in an SNA, Grantor shall consult with State Grantee concerning reforestation methods and methods consistent with the perpetual protection of the SNAs.

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

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

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

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

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

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

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

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

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

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

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

O. Intentionally deleted.

P. Intentionally deleted.

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

production area listed in the BDR. Grantor, at its expense, shall provide to State Grantee legal descriptions and surveys for the proposed ecosystem services project prior to development.

ARTICLE VIII. STATE GRANTEE'S REMEDIES

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

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

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

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

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

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

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

H. With the exception of the indemnification provisions set forth in subsection G. above, the rights and remedies outlined in this Article are solely vested in the State Grantee, with the County Grantee deferring to the State Grantee.

ARTICLE IX. PUBLIC ACCESS

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

B. **Scientific, Environmental, Conservation, Educational Organizations.** Notwithstanding the foregoing, Grantor, in its sole discretion, may grant to scientific, environmental, conservation and educational organizations the right to enter upon the Property or adjoining property of Grantor to conduct scientific or educational

investigations or studies consistent with the Easement Purposes, on such terms as Grantor, in its sole discretion, may determine.

ARTICLE X. MISCELLANEOUS

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

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

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

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantees, which, for the purposes of Article X, Paragraphs C and E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant of Easement attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant (Grantee's percentage interest is referred to herein as Grantee's "Proportionate Share"). The allocation of the Proportionate Share between State Grantee and County Grantee will be based on the sum of each Grantees' financial contribution toward the acquisition of the Easement. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

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

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

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

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

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

b. In addition, if Grantor receives an unsolicited, but acceptable, offer from a prospective buyer to purchase the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantees notice of Grantor's intent to accept the offer, including the names and addresses of any party to whom the Property is to be transferred, a description of the land to be transferred, and all relevant

terms of the offer received, such that Grantees receive the notice at least 45 days prior to execution of a contract for such sale (Grantor agrees that any such contract for sale shall be made expressly subject to Grantee's right to negotiate for the purchase of the Property provided in Paragraph 1.c. below).

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

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

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

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

4. Statement of Compliance. Grantor may request in writing at least 45 days prior to sale, mortgage, transfer or long term (five years or longer) lease of the Property, or any portion thereof, a written statement from Grantees stating that, to Grantee's actual knowledge, Grantor is in compliance with the terms of this Easement, or if Grantor is not in compliance with the terms of this Easement, stating what violations of this Easement exist according to Grantee's actual knowledge. Grantees agree in such cases to acknowledge, execute, and deliver to Grantor or to any mortgagee, transferee, purchaser, or lessee such a written statement concerning compliance within 45 days from receipt by Grantees of a

written request therefor. Nothing contained in this Easement shall relieve the Grantor from the responsibility to comply with applicable federal, state, and local laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

TO HAVE AND TO HOLD unto Grantees, their successors, and assigns forever.

[signature pages follow]

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

GRANTOR:

Witnesses:

Signature: _____

John J. Leonard

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared John J. Leonard, a married man, by means of ☐ physical presence or ☐ online notarization, who is ☐ personally known to me or ☐ who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

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

NOTARY PUBLIC

My Commission Expires:

Signed

Printed

GRANTOR:

Witnesses:

Signature: _____

Laurie L. Leonard

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Laurie L. Leonard, a married woman, by means of ☐ physical presence or ☐ online notarization, who is ☐ personally known to me or ☐ who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

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

NOTARY PUBLIC

My Commission Expires:

Signed

Printed

STATE GRANTEE:

Witnesses:

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

Signature: _____

Printed Name: _____

Address: _____

By: FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES

By: _____

DIRECTOR, DIVISION OF
ADMINISTRATION

Signature: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF LEON

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

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

NOTARY PUBLIC

My Commission Expires:

Signed

Printed

COUNTY GRANTEE:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

ELYSSE A. ELDER, COUNTY ATTORNEY

SCHEDULE OF EXHIBITS

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