

AGENDA
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
December 17, 2024

Attachments to the items below can be viewed at the following link:

www.floridadep.gov/cab/cab/content/agendas

Item 1A Elements Development of Jacksonville, LLC, District Community Development District, and City of Jacksonville Sovereignty Submerged Land Lease/ Recommended Consolidated Intent

REQUEST: Consideration of an application for a new five-year sovereignty submerged lands lease containing 452,243 square feet, more or less, for a commercial marina facility.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Duval

APPLICANT: Elements Development of Jacksonville, LLC, District Community Development District, and City of Jacksonville
Lease No. 164301902
Application No. ISSL-031-165883-6
Permit No. ISSL-031-165883-6

LOCATION: Sections 45 and 60, Township 2 South, Range 26 East
St. Johns River
Aquatic Preserve: No
Waterbody/ Classification: Class III
Designated Manatee County: Yes, with an approved Manatee Protection Plan
Manatee Aggregation Area: No
Manatee Protection Speed Zone: Slow Speed Zone

CONSIDERATION: \$89,105.44, representing (1) \$65,656.64 as the initial annual lease fee computed at the base rate of \$0.2074 per square foot for the total of 452,243 square feet, discounted 30 percent because a minimum of 90 percent of the slips are open to the public for rent on a first-come, first-serve basis, pursuant to Rule 18-21.011(b)2, F.A.C.; and (2) \$23,448.80 as the one-time 25 percent surcharge payment for the new lease area pursuant to Rule 18-21.011(1)(b)3., F.A.C.

The lease fee may be adjusted based on six percent of the annual income if it proves to be greater than the fee computed at the base rate, pursuant to Rule 18-21.011(1)(a)1, F.A.C. Sales tax and county discretionary sales surtax will be assessed pursuant to sections 212.031 and 212.054, F.S., if applicable.

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

Item 1A, cont.

The project, Rivers Edge Marina, is required to demonstrate that it is “not contrary to the public interest,” pursuant to Rule 18-21.004(1)(a), F.A.C. The Applicants have provided reasonable assurance that the proposal will maintain essentially natural conditions; will not significantly impact fish and wildlife and other natural resources, including public recreation and navigation; is consistent with the goals and objectives of the “Conceptual State Lands Management Plan”; is consistent with the local government’s comprehensive plan; and will not interfere with the riparian rights of adjacent property owners. Therefore, the St. Johns River Water Management District (District) is of the opinion that the proposal is “not contrary to the public interest” and otherwise meets all applicable requirements for a proprietary authorization to use sovereignty submerged lands, pursuant to Article X, Section 11 of the Florida Constitution, Chapter 253, F.S., associated Chapter 18-21, F.A.C., and the direction of the Board of Trustees.

Background

Historically, the upland property was the Jacksonville Electric Authority (JEA) Southside Generating Station, which was established in 1950 and connected to the city’s power grid. Improvements associated with the JEA Southside Generating Station included fill and a seawall, a concrete intake structure, docks, and mooring structures.

On June 12, 1998, pursuant to the provisions of sections 253.12(9) and (10), F.S., JEA applied for and received a certificate (1975 Certificate Trustees No. 29828 [4739-16]) containing the legal description of the waterward boundary of the parcel as of July 1, 1975. JEA qualified for this transfer of ownership as they had made improvements, as detailed in section 253.12(9), F.S., on the submerged lands.

On August 29, 2019, the areas associated with the intake structure, docks, and mooring structures were disclaimed by the Board of Trustees to Elements Development of Jacksonville, LLC in Disclaimer No. 42071 (6601-16). This disclaimer is a Butler Act claim granted to Elements Development of Jacksonville, LLC for two parcels. There are two remaining concrete structures in the project area totaling 6,360 square feet, and there is also an existing intake structure preempting 2,247 square feet.

The Applicants acquired the vacant upland property, as well as the privately held submerged lands, on July 12, 2018. Since this acquisition, the District has issued several permits for the planned upland commercial mixed-use development, which will be used in conjunction with the proposed commercial marina facility.

Project Detail

The proposed project will (1) remove an existing 6,250 square foot in-water concrete fuel pier structure; (2) remove an existing 110 square foot concrete bollard; (3) construct a new 125-slip commercial marina facility; and (4) construct a new kayak launch.

The proposed project is located within the waterward extent of the St. Johns River, a Class III waterbody. The 125-slip commercial marina facility will be used in conjunction with an upland commercial mixed-use development. Of the proposed 125 slips, 117 slips are on sovereignty submerged lands and the remaining eight slips are partially on privately owned submerged lands. All 125 slips will be open to the public on a first come, first served basis.

Item 1A, cont.

The proposed area of sovereign submerged land preemption for the commercial marina facility and kayak launch is 452,243 square feet, and the proposed overwater structure total is 55,148 square feet. The District’s Environmental Resource Permit authorizes liveaboards, requires fixed sewage pumpout facilities, and prohibits fueling facilities.

As prescribed in the Duval County Manatee Protection Plan, commercial marina docks were minimized to the extent practical to best fit the site geometry, depths, upland access, and anticipated vessels. The facility was minimized to provide 125 slips for vessels ranging from 20 to 60 feet in length with a two to seven-foot draft, and the attenuator/side tie dock will be constructed to accommodate a vessel up to 250 feet in length with a 15-foot draft. The floating docks were kept as close to the upland as possible, in order to avoid effects to navigation, while still allowing adequate water depth. The floating docks and vessels will each have more than one foot of clearance over the riverbed at mean low water, to minimize the chance of groundout during periods of low water.

Specific conditions for in-water construction have been included in the permit and the Applicants are required to install permanent manatee educational signs, which shall be maintained for the life of the facility, no later than 60 days after construction commencement.

Additionally, the requirement that a minimum of 90 percent of the slips be open to the public on a first-come, first-served basis, has been included as a special lease condition.

The proposed project will not be within the 25-foot riparian rights line setback area.

Resources

Based on the bathymetry and the District’s Submerged Aquatic Vegetation report, the proposed project will not impact any significant submerged or aquatic resources.

Noticing

The project and sovereign submerged lands lease request were noticed to property owners within a 500-foot radius of the project, and other interested parties, pursuant to Rule 18-21.004(1)(m), F.A.C. Three property owners were specifically noticed, and no objections were received by September 20, 2024, the end of the comment period. However, one of the notices was returned as undeliverable. The address was corrected, and a second notice was mailed on October 14, 2024. No objection was received in response to the second notice. Responses to the second notice were due by November 4, 2024, the end of the comment period.

(Attachment 1A, Pages 1-125)

RECOMMEND: APPROVAL, SUBJECT TO THE SPECIAL LEASE CONDITIONS AND PAYMENT OF \$89,105.44

Item 1B Fontana Lakes, LLC Sovereignty Submerged Land Lease/ Recommended Consolidated Intent/ Private Easement

REQUEST: Consideration of an application for (1) new five-year sovereignty submerged land lease containing 330,755 square feet, more or less, for a commercial marina; (2) a new 25-year sovereignty submerged land private easement containing 154,213 square feet, more or less, for a private access channel and boat basin; and (3) authorization to dredge 31,807 cubic yards of sovereignty material.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Osceola

APPLICANT: Fontana Lakes, LLC
Lease No. 490368905
Easement No.: 43178
Application No. 220718-35211
Permit No. 49-108909-P

LOCATION: Section 25, Township 26 South, Range 29 East
Lake Tohopekaliga
Aquatic Preserve: No
Waterbody/ Classification: Class III
Designated Manatee County: No
Manatee Aggregation Area: No
Manatee Protection Speed Zone: No

CONSIDERATION: \$245,927.41, representing (1) \$48,019.01 as the initial annual lease fee computed at the base rate of \$0.2074 per square foot for the total of 330,751.08 square feet, discounted 30 percent because a minimum of 90 percent of the slips are open to the public for rent on a first-come, first-serve basis, pursuant to Rule 18-21.011(b)2, F.A.C.; (2) \$17,149.65 as the one-time 25 percent surcharge payment for the new lease area pursuant to Rule 18-21.011(1)(b)3., F.A.C.; (3) \$141,000 for the easement fee as determined by the appraisal pursuant to Rule 18-21.011(2)(b) F.A.C.; and (4) \$39,758.75 for the severance of 31,807 cubic yards of sovereignty material computed at the rate \$1.25 per cubic yard pursuant to Rule 18-21.011(3)(a)3 F.A.C. The \$39,758.75 severance of sovereignty submerged material fee has already been paid to the Department of Environmental Protection’s (Department) Division of State Lands.

The lease fee may be adjusted based on six percent of the annual income if it proves to be greater than the fee computed at the base rate, pursuant to Rule 18-21.011(1)(a)1, F.A.C. Sales tax and county discretionary sales surtax will be assessed pursuant to sections 212.031 and 212.054, F.S., if applicable.

STAFF REMARKS: In accordance with rules adopted pursuant to sections 373.427(2) and 253.77(2), F.S., this "Recommended Consolidated Notice" contains a recommendation for issuance of both the permit required under Part IV of Chapter 373, F.S., and the authorization to use sovereignty

Item 1B, cont.

submerged lands under Chapters 253 and 258, F.S. The Board of Trustees is requested to act on those aspects of the activity that require authorization to use sovereignty submerged lands.

The project is required to demonstrate that it is “not contrary to the public interest,” pursuant to Rule 18-21.004(1)(a), F.A.C. The Applicant has provided reasonable assurance that the proposal will maintain essentially natural conditions; will not significantly impact fish and wildlife and other natural resources, including public recreation and navigation; is consistent with the goals and objectives of the “Conceptual State Lands Management Plan;” is consistent with the local government’s comprehensive plan; and will not interfere with the riparian rights of adjacent property owners. Therefore, the South Florida Water Management District (District) is of the opinion that the proposal is “not contrary to the public interest” and otherwise meets all applicable requirements for a proprietary authorization to use sovereignty submerged lands, pursuant to Article X, Section 11 of the Florida Constitution, Chapter 253, F.S., associated Rule 18-21, F.A.C., and the direction of the Board of Trustees.

Background

The Applicant acquired the upland site on March 31, 2014, and on September 2, 2018, the District authorized a Conceptual Permit for a 677.34-acre mixed-use residential and commercial development known as Fontana, which will be used in conjunction with the proposed commercial marina facility. The upland development will include approximately 3,020 single family and multifamily residential units, with interspersed neighborhood and commercial centers, and a centrally located school site. The Permittee has not commenced construction. The permit expires on September 30, 2025.

Currently, there are no structures over sovereignty submerged land in the proposed lease or easement area.

Project Description

The proposed project is located within the waterward extent of Lake Tohopekaliga, a Class III waterbody. The commercial marina facility will be used in conjunction with an upland commercial marina. The proposed preempted lease area for the commercial marina facility and boat ramp is 330,755 square feet, and the private easement is proposed to preempt 154,213 square feet.

The proposed lease area will include a 174-slip commercial marina facility consisting of a 54-foot-long boat ramp, five docking structures totaling 18,414 square feet, a 5,720 square foot marginal dock, 3,768 square feet of accessory docks for staging, and two access boardwalks with gangways totaling 5,380 square feet that extend from the commercial marina facility to the uplands.

The commercial marina facility will serve vessels ranging from 25 to 45 feet in length with a one and a half to three-foot draft. To accommodate these vessels, the Applicant is proposing to dredge to a maximum depth of minus four at ordinary low water. This will result in the removal of approximately 31,807 cubic yards of sovereignty submerged material.

Specific conditions for in-water construction have been included in the permit and stipulate that a floating turbidity curtain shall be installed around the construction area and will remain in place until

Item 1B, cont.

pilings have been installed and turbidity levels within the work area have returned to background levels prior to construction of the boardwalk and dock; that any unauthorized impacts to wetlands or the littoral zone as a result of the dock construction shall be reported immediately to the District; and during all construction activities, there shall be a minimum of one-foot clearance between the draft of the construction barge and the top of any submerged resources or submerged bottom.

Additionally, the requirement that a minimum of 90 percent of the slips will continue to be open to the public for rent on a first-come, first-served basis, has been included as a special lease condition.

Dredging

The Applicant is proposing to dredge approximately 31,807 cubic yards of sovereignty submerged material in order to provide a sufficient depth of minus four at ordinary low water for channel navigation and mooring of vessels. The dredge material will be mechanically excavated, placed directly in a self-contained barge with fully loaded draft of no more than three feet, and taken to the onsite dredged material management area, which is sufficient to store the dredge volume of 31,807 cubic yards.

Resources

A resource survey was conducted on December 29, 2022, and identified invasive hydrilla (*Hydrilla verticillate*) in the footprint of the dredging area. The survey also detailed that the area between the proposed marina basin and shoreline consists of emergent plants including pickerel weed (*Pontederia cordata*), southern watergrass (*Luziola fluitans*), Giant bulrush (*Scirpus californicus*), Spatterdock (*Nuphar luteum*), Cattails (*Typha spp*), Alligator weed (*Alternanthera philoxeroides*), and Water hyacinth (*Eichhornia crassipes*). To mitigate impacts to the littoral zone and lake bottom resources, the Applicant proposes to purchase 1.64 freshwater herbaceous credits from Twin Oaks Mitigation Bank.

On May 13, 2022, the Florida Fish and Wildlife Conservation Commission provided recommendations for permit conditions, including the requirement for the Applicant to conduct a wildlife survey prior to the construction of the commercial marina facility.

Noticing

The new sovereignty submerged lands lease and private easement request was noticed to seven property owners within a 500-foot radius of the project, and other interested parties, pursuant to Rule 18-21.004(1)(m), F.A.C., and no objections were received by March 15, 2023, the end of the comment period.

(Attachment 1B, Pages 1-62)

RECOMMEND: APPROVAL, SUBJECT TO THE SPECIAL LEASE CONDITIONS AND PAYMENT OF \$245,927.41

Item 1C KF & LF Properties, LTD Lease Modification/ Non-Water Dependent Over-the-Water Dining Activities/ Determination

REQUEST: Consideration (1) for a determination that, pursuant to Rule 18-21.004(1)(g), F.A.C., it is in the public interest to allow non-water dependent over-the-water activities to occur on sovereignty submerged lands currently under lease to KF & LF Properties, LTD; and (2) an application for modification of an existing five-year sovereignty submerged lands lease to allow non-water dependent, open-air, over-the-water dining activities to be conducted on an existing structure within the 1,639 square foot area preemption.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Charlotte

APPLICANT: KF & LF Properties, LTD.
Lease No. 080346955
Application No. 0304722-002 EM

LOCATION: 2080 S. McCall Road
Englewood, FL 34224
Aquatic Preserve: No
Waterbody/ Classification: Ainger Creek, Class III
Designated Manatee County: Yes, with an approved Manatee Protection Plan
Manatee Aggregation Zone: No
Manatee Protection Speed Zone: Yes

CONSIDERATION: \$23,355.75, representing \$14.25 per square foot, as determined based on the appraised market rental value, applied to the proposed 1,639 square feet, more or less, associated with the non-water dependent activity, pursuant to Rule 18-21.011(1)(b)6., F.A.C. The project appraisal was approved by the Department’s Bureau of Appraisal on July 26, 2024. Also, and pursuant to the aforementioned section of rule, the yearly lease fees will be calculated annually based on the appraised market rental value of the riparian upland property and the enhanced property value, benefits, or profit gained through this approval.

STAFF REMARKS: Rule 18-21.004(1)(g), F.A.C., provides that activities on sovereignty lands shall be limited to water dependent activities only unless the Board of Trustees determines that it is in the public interest to allow an exception as determined by a case-by-case evaluation.

Effective July 1, 2016, section 253.03(15), F.S., which encourages the use of sovereignty submerged land for public access and water dependent uses, was amended to include related minimal secondary non-water dependent uses. The Applicant’s proposed over-the-water dining activities involve a non-climatized area with minimal secondary non-water dependent use of placing tables, chairs, and shading structures on an existing structure over sovereignty submerged land for dining activities.

Item 1C, cont.

Background

The Applicant acquired the upland property on June 1, 2005, and the initial five-year sovereignty submerged lands lease, authorizing the preemption of 1,639 square feet of sovereignty submerged lands for a commercial observation pier to be used exclusively for passive recreational activities in conjunction with an upland restaurant, was effective July 5, 2012. This lease was renewed for two additional five-year terms: July 5, 2017 through July 5, 2022, and July 5, 2022 through July 5, 2027.

On December 14, 2023, the Applicant applied for a lease modification to reconfigure the docking facility to allow over-the-water dining activities.

Areas of non-compliance were identified during compliance inspections conducted on March 13, 2017 and on May 17, 2022. The areas of non-compliance, as identified during both inspections, were violations of Standard Lease Condition No. 24, which prohibits restaurant and dining activities as well as non-water dependent activities in the lease area. Specifically cited were tables and chairs for dining in the lease area. The Applicant removed the tables and chairs in both instances to come back into compliance, and they are currently in compliance with their lease.

Project Detail

The over-the-water dining structure will be non-climatized, with tables, chairs, and shading structures, and will be open to the public.

The non-water dependent activities, proposed to occur on existing infrastructure, are not a public project (public projects include government owned/operated structures/activities); however, the proposed project conforms to six of the seven criteria listed in Rule 18-21.004(1)(g), F.A.C., for public projects to be approved under the Department’s delegated authority. The one criterion this project does not meet is subsection (a) which states that open-air dining areas must be constructed along existing seawalls or other nonnatural shorelines. This project does not meet that criterion as there are mangroves between the nonnatural shoreline and the existing structure to be used for over-the-water dining.

The existing structures to be used for over-the-water dining constitute only minor nearshore encroachments on sovereignty submerged lands, and the structures are not located in an aquatic preserve but are in Class III waters. Although the proposed non-water dependent activities will be conducted over Class III waters, the Applicant is utilizing existing structures. If approved, the lease will define the non-water dependent structures, via survey, in order to preclude the Applicant from improving or expanding the structures without Board of Trustees' approval.

Lease Fees

Rule 18-21.011(l)(b)6., F.A.C., provides that the annual lease fees for non-water dependent uses shall be negotiated considering the appraised market rental value of the riparian uplands. A market rental value appraisal was completed on July 19, 2024 to obtain a basis for negotiating annual lease fees. The Department recommends that the non-water dependent structures, which involve minimal secondary non-water dependent use as stated in section 253.03(15), F.S., should be assessed at a negotiated non-water dependent rate of \$14.25 per square foot based on the appraisal approved by the

Item 1C, cont.

Department’s Bureau of Appraisal. Approval of this item does not supersede or eliminate any local, state, or federal permitting requirements.

Public Interest

The Department is recommending the Board of Trustees find the project meets the public interest requirement as the non-water dependent, open-air, over-the-water dining activities will continue to provide public access and enhance public enjoyment of sovereignty submerged lands without impairing traditional access. Additionally, it does not entail a significant adverse impact to sovereignty submerged lands and resources. It will also continue to provide an economic benefit to the Applicant and potential secondary economic benefits to nearby businesses.

Noticing

On May 30, 2024, the lease modification request was noticed to property owners within a 500-foot radius of the lease boundary, and other interested parties, pursuant to Rule 18-21.004(1)(m), F.A.C. There were 75 property owners specifically noticed, and no objections were received by June 20, 2024, the end of the public comment period.

Comprehensive Plan

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

(Attachment 1C, Pages 1-15)

RECOMMEND: **APPROVAL, SUBJECT TO THE PAYMENT OF \$23,355.75**

Item 2A McCurdy Center, LTD. Partial Release of Deed Restrictions and Reverter

REQUEST: Consideration of a request from McCurdy Center, LTD., for the Partial Release of Deed Restrictions and Reverter from an approximate 6.568-acre parcel conveyed in Board of Trustees’ Deed No. 18599, now owned by McCurdy Center, LTD.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Palm Beach
 Deed No. 18599

APPLICANT: McCurdy Center, LTD.

LOCATION: Section 31, Township 43 South, Range 37 East

Item 2A, cont.

CONSIDERATION: \$34,000 to be deposited into the Internal Improvement Trust Fund.

| <u>PARCEL</u> | <u>ACRES</u> | APPRAISED BY Holden (04/05/2024) | APPROVED <u>VALUE</u> | TRUSTEES <u>RELEASE VALUE</u> |
|-------------------------|--------------|--|--------------------------|----------------------------------|
| McCurdy Center, LTD. | 6.5684 | \$34,000 | \$34,000 | \$34,000 |

STAFF REMARKS: On January 21, 1941, the Board of Trustees conveyed approximately 19.77 acres (“Property”), located in Belle Glade, to the Board of Public Instruction of Palm Beach County, Florida, under Board of Trustees’ Deed No. 18599. The deed contained a restriction and reverter clause requiring the Property to be maintained and used solely for public school purposes or it would revert to the Board of Trustees. The deed also stipulated that no mortgages or liens could be placed on the Property. Belle Glade has been designated as a Rural Area of Opportunity by the Governor, authorized in section 288.0656, F.S.

The deed restrictions and reverter language, contained in Board of Trustees’ Deed No. 18599, were modified through Board of Trustees’ actions taken on May 21, 2002, and March 17, 2005. These modifications pertained to land use; specifically, they authorized public recreation, public health, public education, and other community purposes including the development and operation of an assisted living/senior housing facility as permissible land uses.

Since the Property’s original conveyance to the Board of Public Instruction of Palm Beach County, it has been subdivided and sold to other parties with the deed restrictions and reverter language intact. The subject 6.568-acre parcel is now owned by the McCurdy Center, LTD. (Applicant).

The Applicant developed the subject parcel, constructing a 93-unit apartment complex, which is used for affordable housing for seniors and others. In 2008, a Land Use Restriction Agreement with the Florida Housing Finance Corporation was executed as well as a Housing Assistance Payment Contract in 2009, which both restrict the Applicant’s use of the parcel to affordable housing. These restrictions remain in effect for a period of 50 years from the date the first unit was occupied.

Current Request

Recently, the Applicant entered into a purchase and sale agreement for its 6.568-acre parcel with Wingate Acquisitions, LLC (Wingate). Wingate, its affiliates, and the Palm Beach County Housing Authority are seeking a tax-exempt bond and four percent low-income tax credit to facilitate the sale and the substantial renovation of the Applicant’s parcel.

Wingate’s prospective lenders, Freddie Mac via Berkadia, and tax credit investors, Boston Financial, have raised significant concerns with the deed restrictions and reverter language, and have indicated that they will not proceed with a transaction with the deed restrictions and reverter language in place. Thus, Wingate cannot proceed with the transaction if the deed restrictions and reverter language remain intact.

Item 2A, cont.

The Applicant is requesting that all deed restrictions and reverter language within Board of Trustees’ Deed No. 18599 be removed from the 6.568-acre parcel to allow for the sale of the Property. The Applicant is proposing to pay the appraised value of the release of deed restrictions and reverter language.

This release of restrictions in no way waives any regulatory requirements including but not limited to those of the Department, South Florida Water Management District, and/or the local government.

Comprehensive Plan

A local government comprehensive plan has been adopted for this area pursuant to section 163.3167, F.S. The proposed action is consistent with the adopted plan.

(Attachment 2A, Pages 1-14)

RECOMMEND: APPROVAL

**Item 2B BOT/ City of Miami Partial Release – Modification of Original Deed
Restrictions/ Watson Island/ Delegation**

REQUEST: Consideration of a delegation of authority to the Secretary of the Department of Environmental Protection, or designee, to approve, partially modify, and/or partially release the original restrictions contained in Deed No. 19447 to effectuate City of Miami Resolutions R-24-0281 and R-24-0282 passed by voters during the November 2024 election.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Miami-Dade

APPLICANT: City of Miami (City)

LOCATION: Section 31, Township 53 South, Range 42 East, Biscayne Bay Aquatic Preserve, Class III waters, within the local jurisdiction of the City of Miami

STAFF REMARKS: Watson Island was created as a result of dredge and fill activities conducted in Biscayne Bay for the purpose of creating a long and wide channel all the way through Biscayne Bay to the mainland. The project was created to provide a safer and more direct access to the port in Miami.

Background

In 1949, the Board of Trustees conveyed the 86-acre spoil island to the City. This is the land that makes up Watson Island as described in Deed No. 19447, which contains the following restrictions (the "Original Restrictions"):

Item 2B, cont.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding, this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said lands shall be used solely for public purposes, including municipal purposes and not otherwise.

PROVIDED, FURTHER, anything herein to the contrary notwithstanding, this deed is given and granted upon the further express condition subsequent that the Grantee herein or its successors or assigns shall not give or grant any license or permit to any private person, firm or corporation to construct or make by any means, any islands, fills, embankments, structures, buildings or other similar things within or upon the above described lands or any part thereof for any private use or purpose, as distinguished from any public or municipal use or purpose.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above-described lands shall, in any event, revert to the Grantors or their successors.

In the 75 years since the original conveyance, there have been several partial modifications to the deed restrictions contained in Deed No. 19447, including the authorization of the City to enter into public-private, profit-making partnerships conditioned upon the City agreeing to pay the Board of Trustees a portion of payments received.

In accordance with the provisions of Sections 3 and 29-C of the City of Miami, Florida Charter, and Section 6.03 of the Miami-Dade County Home Rule Charter, a Referendum Special Election was held concurrently with the November 5, 2024 General Election, to consider two Charter Amendments related to Watson Island, R-24-0281 and R-24-0282, which passed with approximately 59 percent and 62 percent of voters in favor respectively.

The first resolution, R-24-0281, amended the City’s charter to revise the existing leases at 888 MacArthur Causeway, to authorize the conveyance of 3.2 acres of leased property to the tenant for fair market value no less than \$25,000,000, to extend the current lease term 24 years, and waive bidding. The amendment also authorized at no cost to the City a \$9,000,000 contribution to affordable housing and infrastructure improvements, the conversion of timeshare units to condominiums, for mixed-uses to be defined to include office space, and to expand the public waterfront and pedestrian promenade along Biscayne Bay.

The second resolution, R-24-0282, amended the City’s charter to authorize the sale and/or lease of 5.4 acres on Watson Island based upon fair market value of \$135,000,000 to Ecoresiliency Miami, LLC, for residential and commercial uses pursuant to applicable zoning, waiving bidding, and requiring reversion of 13 acres to the City to construct a new public waterfront park at no cost to the City; cancellation of the existing theme park and hotel lease; and a contribution of \$15,000,000 for affordable housing, infrastructure, and other public benefits.

Item 2B, cont.

In order for the City to effectuate the resolutions passed by the voters, the existing deed restrictions to Deed No. 19447 will need to be modified. The Department is seeking delegation from the Board of Trustees to negotiate agreement terms for the partial modification or partial release of original restrictions to Deed No. 19447 for those parcels identified in City of Miami Resolutions R-24-0281 and R-24-0282. To inform the terms of the agreements, the City will provide the Department appraisals and certified surveys of the parcels identified in the aforementioned resolutions.

The release or modification of restrictions in no way waives any regulatory requirements including but not limited to those of the Department of Environmental Protection, South Florida Water Management District, Army Corps of Engineers, and/or the local government.

Delegated Authority

The requested delegated authority to the Secretary of the Department, or designee, would be as follows:

- Regarding Deed No. 19447:*
 - (1) Approve, partially modify, and/or partially release the original restrictions to Deed No. 19447 for those parcels identified in City of Miami Resolutions R-24-0281 and R-24-0282.*

(Attachment 2B, Pages 1-12)

RECOMMEND: APPROVAL

Item 3 South Florida Water Management District Conveyance/ Non-Conservation/ Determination

REQUEST: Consideration of (1) a determination that, pursuant to Rule 18-2.018(3)(b)1.c., F.A.C., the conveyance of 617.99 acres of Board of Trustees-owned non-conservation land in Palm Beach County provides a greater benefit to the public than its retention in Board of Trustees’ ownership; and (2) a request to convey the 617.99 acres of Board of Trustees-owned land to the South Florida Water Management District (SFWMD).

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Palm Beach

APPLICANT: South Florida Water Management District

Item 3, cont.

LOCATION: Section 09, Township 45 South, Range 35 East

STAFF REMARKS: The subject Lake Harbor Parcel was conveyed to the Board of Trustees in two transactions: first, in 1932, when the Clewiston Corporation conveyed the northern section of the property, and later, in 1967, when the Board of Education transferred the southern section to the Board of Trustees.

As part of the Comprehensive Everglades Restoration Plan (CERP), the SFWMD has requested the 617.99-acre Lake Harbor Parcel be conveyed to the SFWMD to construct the Everglades Agricultural Area reservoir (EAA), which was authorized by Congress in accordance with Public Law 114-322 and the Water Resources Development Acts of 2016, 2018, and 2020. In 2017, the Florida Legislature passed Senate Bill 10 in support of the Central Everglades Planning Project (CEPP) EAA Phase, which was codified in section 373.4598, F.S.

The CEPP EAA Phase includes a 10,500-acre above ground reservoir, a 6,500-acre stormwater treatment area, and conveyance improvements to the Miami Canal and North New River Canal, collectively intended to benefit more than 1.5 million acres in the St. Lucie and Caloosahatchee estuaries, Water Conservation Areas 3A and 3B, Everglades National Park, and Florida Bay.

The Miami Canal Conveyance Improvements Project (MCCIP) will be constructed in two phases, totaling 14.6 miles in length. The MCCIP will include canal dredging and embankment reshaping to increase the conveyance capacity of the Miami Canal by 1,000 cubic feet per second. The Phase 1 canal work will dredge approximately six miles of the canal and is anticipated to generate approximately 1.6-million cubic yards of dredge material. Phase 2 canal work will dredge over eight miles of the canal and generate approximately 2.5 million cubic yards of dredge material.

The Lake Harbor Parcel has been identified as being necessary for use as a Dredged Material Management Area for MCCIP. There are no SFWMD-owned parcels along the MCCIP corridor that are sufficiently sized to handle any meaningful portion of the material anticipated to be generated by the project, and the Lake Harbor Parcel is uniquely positioned adjacent to the western right of way of the Miami Canal, roughly centered on the Miami Canal's inflection point, which also serves as the boundary between Phase 1 and Phase 2 of the MCCIP.

Pursuant to section 373.4598(4)(c), F.S., the Board of Trustees shall provide to the SFWMD, through direct acquisition in fee or by a supplemental agreement, any land, the title to which is vested in the Board of Trustees, that the SFWMD identifies as necessary to construct the EAA reservoir project.

Department staff find that a greater benefit to the public is obtained from this land being conveyed to the SFWMD as an integral part of the CERP.

Department staff have also determined that this land can be conveyed to the SFWMD if the Board of Trustees makes an affirmative determination, pursuant to Rule 18-2.018(3)(b)1.c., F.A.C., that the conveyance of this land to the SFWMD provides a greater benefit to the public than its retention in Board of Trustees' ownership.

Item 3, cont.

Comprehensive Plan

The Department has determined that the proposed action is not subject to the local government planning process.

(Attachment 3, Pages 1-8)

RECOMMEND: **APPROVAL**

Item 4A Osprey Unit, LLC Option Agreement/ Conservation Easement/ Green Swamp Florida Forever Project

REQUEST: Consideration of an option agreement to acquire a conservation easement over approximately 764 acres within the Green Swamp Florida Forever project from Osprey Unit, LLC.

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

COUNTY: Polk

LOCATION: Sections 23, 26, and 35, Township 26 South, Range 26 East and Section 02, Township 27 South, Range 26 East

CONSIDERATION: \$5,950,000

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED</u> | <u>SELLER'S</u> | <u>TRUSTEES'</u> | <u>OPTION</u> |
|------------------|--------------|---------------------|--------------|-----------------|-----------------|------------------------|--------------------------------|
| | | <u>String</u> | <u>Jones</u> | | | | |
| Osprey Unit, LLC | 764 | (05/30/2024) | (05/30/2024) | VALUE | PRICE | PRICE | DATE |
| | | \$6,350,000 | \$5,950,000 | \$6,350,000 | \$2,000,000* | \$5,950,000** (94%) | 120 days after BOT approval |

*Property was purchased on May 14, 2010.

**\$7,788 per acre.

STAFF REMARKS: The subject parcel is located within the Green Swamp Florida Forever project, ranked number 11 in the Florida Forever Partnerships and Regional Incentives project category, approved by the Board of Trustees on March 26, 2024. The project contains 269,287 acres, of which 115,820 acres have been acquired or are under agreement to be acquired.

Project Description

The mosaic of cypress swamps, pine forests, and pastures known as the Green Swamp is vital to the water supply of Central Florida. The Green Swamp gives rise to four major river systems and is important for maintaining the flow of water from the Floridan Aquifer. By preserving the combination of land uses in the region, the Green Swamp will protect the Floridan Aquifer and several rivers,

Item 4A, cont.

preserve a large area for wildlife to inhabit and use as wildlife corridors, and provide areas for public recreation in the rapidly growing region between Tampa and Orlando.

Property Description

The 764-acre subject property is a working cattle ranch and rural recreation tract located within Haines City in north-central Polk County, just south of Interstate 4. If protected in perpetuity, the subject property will provide a critical buffer from nearby public infrastructure and a more substantial connection between surrounding conservation lands, which include the Osprey Unit Hilochee Wildlife Management Area and the Kuder Ranch Agricultural and Conservation Easement.

Located within the Green Swamp Area of Critical State Concern, the subject property is part of the Palatlahaha River watershed and includes more than 200 acres of former sand mine lakes. Preserving the subject property’s hydrological functions protects the water supply of Central Florida, specifically the recharge of the Floridan Aquifer. Protection of the subject property’s rural landscape, consisting of pastureland, dry prairie, cypress, and wetland marshes, will provide habitat for many native Florida species such as sandhill crane, gopher tortoise, bald eagle, and Florida black bear. The property lies within a wildlife corridor of the Florida Ecological Greenways Network.

Prohibited Uses

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

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless provided for in this easement;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- There shall be no planting of nuisance exotic or non-native plants;
- Commercial and industrial activities will be prohibited, except as may be incidental to the exercise of grantor’s reserved rights in Article V;
- New construction or placing of temporary or permanent structures or buildings on the property will be prohibited except as may be necessary for maintenance, normal operation or emergency situations;
- Construction of new roads or jeep trails will be prohibited;
- No operation of motorized vehicles except on established trails and roads unless necessary to protect or enhance the conservation values of the property; for emergency purposes; for cattle ranching purposes; and to access, hunt, or retrieve game hunted legally;
- Current agricultural uses shall not be converted to more intense agricultural uses, and natural areas shall remain natural areas;

Item 4A, cont.

- Spring recharge areas must use best management practices for fertilizer use, as established by Florida Department of Agriculture and Consumer Services, and agriculture activities within 100 feet of sinkholes, springs, and other karst features is prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species is prohibited;
- Subdivision of the property is prohibited, except as provided in the easement under Article V;
- Signs, billboards, or outdoor advertising are prohibited except signs designating the property as conservation lands protected by the State of Florida or reasonable directional or postal signs as provided in this easement;
- No commercial water wells on the property;
- No commercial timber harvesting except as provided in the easement under Article V; and
- There shall be no mitigation banks established on the property.

Owner's Rights Retained

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

- The right to observe, maintain, photograph, fish, hunt, and introduce and stock native fish or wildlife; to use the property for non-commercial, passive, resource-based recreation not inconsistent with the purpose of the easement. Grantor shall continue to own hunting and fishing rights;
- The right to conduct controlled and prescribed burns with proper authorization;
- The right to mortgage the property;
- The right to contest taxes;
- The right to operate boats on waterways and lakes on the property;
- The right to operate motor vehicles over established trails and roads on the property;
- The right to practice vegetation management for wildlife food plots in agricultural areas in accordance with Best Management Practices (BMPs);
- The right to continue to use, maintain, repair, and reconstruct, but not relocate all existing buildings as depicted on the Baseline Documentation Report (BDR), no larger than 125 percent of the original size;
- The right to construct and maintain roads approved by Grantee for the purposes of existing agricultural practices;
- The right to continue existing agricultural practices, as depicted in the BDR, and the use of commonly accepted fertilizers, pesticides, and herbicides using BMPs;
- The right to host relocated endangered or threatened species or species of special concern that are native to Florida;
- The right to maintain or restore the existing natural habitat communities per the BDR;
- The right to maintain a commercial cattle operation in accordance with BMPs;
- The right to construct additional agricultural structures in agricultural areas that do not exceed 10,000 cumulative square feet;
- The right to construct three new residential structures on the property, each limited to 5,000 square feet along with two related outbuildings, limited to 2,000 square feet each. The impacts of each building envelope shall be limited to 2.5 contiguous acres;

Item 4A, cont.

- The right to relocate soil, dirt, and overburden previously disturbed by prior mining operations as shown in the BDR;
- The right to divide the property for sale or other disposition by Grantor into one lot for each residence allowed by this easement, each lot shall be no less than 20 acres;
- The right to engage in silviculture in areas depicted as silvicultural or agricultural areas in accordance with BMPs;
- The right to install connections to normal utility systems, such as electric, cable, water, sewer, and telephone that are consistent with the easement purposes; and
- The right to participate in programs or projects that benefit from, enhance, and/or manage environmental attributes or permissible agricultural uses of the subject property and which may also be of economic benefit to the Grantor.

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

The subject property will be monitored by the Department’s Office of Environmental Services, who currently monitors 177 conservation easements protecting 338,780 acres.

Comprehensive Plan

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

(Attachment 4A, Pages 1-46)

RECOMMEND: APPROVAL

Item 4B Shades Mountain TimberCo FL, LLC Option Agreement/ Conservation Easement/ Coastal Headwaters Longleaf Forest Florida Forever Project

REQUEST: Consideration of an option agreement to acquire a conservation easement over approximately 5,910 acres within the Coastal Headwaters Longleaf Forest Florida Forever project from Shades Mountain TimberCo FL, LLC.

Item 4B, cont.

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

COUNTY: Santa Rosa

LOCATION: Sections 31 through 33, Township 04 North, Range 30 West, Sections 36 and 44, Township 04 North, Range 31 West, and Sections 04 through 09, and 15 through 21, Township 03, North Range 30 West

CONSIDERATION: \$7,933,250

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED VALUE</u> | <u>SELLER'S PURCHASE PRICE</u> | <u>TRUSTEES' PURCHASE PRICE</u> | <u>OPTION DATE</u> |
|--|--------------|---------------------|---------------------|-----------------------|--------------------------------|---------------------------------|--------------------------------|
| | | <u>(04/23/2024)</u> | <u>(04/23/2024)</u> | | | | |
| Shades Mountain TimberCo FL, LLC | 5,910 | \$7,387,000 | \$7,977,825 | \$7,977,825 | \$11,387,800* | \$7,933,250** (99%) | 120 days after BOT Approval |

*RMS, LLC purchased 2.8 million acres, including the subject property, on November 3, 2006. On December 15, 2020, the subject property was conveyed to Shades Mountain TimberCo FL, LLC due to an internal entity restructuring.
**\$1,343 per acre.

STAFF REMARKS: The subject property is located within the Coastal Headwaters Longleaf Forest Florida Forever project, ranked number four in the Less-Than-Fee project category, approved by the Board of Trustees on March 26, 2024. The project contains 99,544 acres, of which 12,393 acres have been acquired or are under agreement to be acquired.

Project Description

The Coastal Headwaters Longleaf Forest Florida Forever project would preserve working forest lands and provide resource protection for the Escambia River watershed. The project will enhance coordination and completion of adjacent conservation land acquisitions and increase the amount of forest land available for sustainable resource management. The project will support state water quality and quantity by maintaining the quality and natural functions of the land, water, and wetland systems.

Property Description

The 5,910-acre subject property abuts the Escambia River, borders the Lower Escambia River Water Management Area, and is located to the northwest of the Federal Regional Conservation Partnership Program-Healthy Forest Reserve Program Easement.

Protecting the subject property will protect valuable water resources, by restricting development on the subject property. This ensures that the subject property will continue to contribute to the cleaning and filtering of surface waters by recharging the surficial aquifer and providing an additional buffer to the Escambia River and its floodplain forests that function as a wildlife corridor to many imperiled species such as the swallow-tailed kite, gopher tortoise, Florida black bear, reticulated flatwoods salamander, and red-cockaded woodpecker. The project lies within a wildlife corridor of the Florida Ecological Greenways Network, as well as the Northwest Florida Sentinel Landscape.

Item 4B, cont.

Prohibited Uses

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

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless provided for in this easement;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- The removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation, including but not limited to cypress trees, except as otherwise specifically provided in this easement.
- There shall be no planting of nuisance exotic or non-native plants;
- Commercial or industrial activities will be prohibited, except as may be incidental to the exercise of grantor’s reserved rights, as specifically provided for in Article V;
- New construction or placing of temporary or permanent structures or buildings on the property will be prohibited except as may be necessary by Grantor for maintenance or normal operation of the subject property or emergency situations;
- Construction of new roads or jeep trails will be prohibited, unless reserved for agricultural use as depicted in the Baseline Documentation Report (BDR);
- No operation of motorized vehicles except on established trails and roads unless necessary to protect or enhance the conservation values of the easement; for emergency purposes; for agriculture and silviculture purposes, and to retrieve game hunted legally;
- Current agricultural uses shall not be converted to more intense agricultural uses, and natural areas shall remain natural areas;
- Spring recharge areas must use best management practices for fertilizer use, as established by the Florida Department of Agriculture and Consumer Services, and agricultural activities within 100 feet of sinkholes, springs, and other karst features are prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species is prohibited;
- Subdivision of the property is prohibited, except as provided in the easement;
- Signs, billboards, or outdoor advertising are prohibited except signs designating the property as conservation lands protected by the State of Florida;
- No commercial water wells; and
- There shall be no mitigation banks established on the property.

Item 4B, cont.

Owner’s Rights Retained

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

- The right to observe, maintain, photograph, introduce and stock native fish or wildlife; to use the property for non-commercial passive research-based recreation not inconsistent with the purpose of the easement. Grantor shall continue to own hunting and fishing rights;
- The right to conduct controlled and prescribed burns with proper authorization;
- The right to mortgage the property;
- The right to contest taxes;
- The right to continue to use, maintain, repair, and reconstruct, but not relocate or enlarge, all existing buildings as depicted in the BDR;
- The right to continue existing agricultural and silvicultural practices as depicted in the BDR and the use of commonly accepted fertilizers, pesticides, and herbicides using agricultural best management practices;
- The right to host relocated endangered, threatened, or species of special concern that are native to Florida;
- The right to maintain or restore the existing habitat communities per the BDR;
- The right to use the Property for applied research, including restoration research, specific to the integration of a sustainable working forest and ecosystem;
- The right to divide the subject property into four parcels allowed in the easement, each parcel shall be no less than 1,000 acres;
- The right to construct four new residential structures on the property, each limited to 5,000 square feet along with two related outbuildings limited to 2,000 square feet each. The new residential and outbuilding impacts shall each be limited to 2.5 contiguous acres and shall be located at least 150 feet from any wetlands area as identified in the BDR;
- The right to maintain existing food plots for game as depicted in the BDR. Areas retained for food plots shall not exceed one percent of the silvicultural area as depicted in the BDR;
- The right to retain loading decks created during silvicultural operations for use as food plots;
- The right to maintain existing hunting camps as depicted in the BDR, and to construct or permit the construction of new camps in accordance with this easement;
- The right in the silvicultural or agricultural areas as depicted in the BDR to construct additional silvicultural or agricultural structures as equipment barns, sheds, and logging decks, so long as such structures do not significantly impair the conservation values of the property and do not exceed 10,000 cumulative square feet;
- The right to engage in silviculture in those areas depicted in the BDR as silvicultural, agricultural, or as planted pine; and
- The right to participate in programs or projects that benefit from, enhance, and/or manage environmental attributes or permissible forestry agricultural uses of the subject property and which may also be of economic benefit to the Grantor.

Mortgages and Liens/Encumbrances

All mortgages and liens will be satisfied at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Department the authority to review and

Item 4B, cont.

evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information

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

Monitoring Agency

The subject property will be monitored by the Department’s Office of Environmental Services, who currently monitors 177 conservation easements protecting 338,780 acres.

Comprehensive Plan

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

(Attachment 4B, Pages 1-53)

RECOMMEND: **APPROVAL**

Item 4C Florida Future Farmers of America Foundation, Inc. Option Agreement/ Catfish Creek Florida Forever Project

REQUEST: Consideration of an option agreement to acquire approximately 113 acres within the Catfish Creek Florida Forever project from The Florida Future Farmers of America Foundation, Inc.

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

COUNTY: Polk

LOCATION: Sections 10, 14, and 15, Township 29 South, Range 28 East

CONSIDERATION: \$7,450,000

| <u>PARCEL</u> | <u>ACRES</u> | APPRAISED BY | | <u>APPROVED</u> | <u>SELLER’S</u> | <u>TRUSTEES’</u> | <u>OPTION</u> |
|---|--------------|--------------|--------------|-----------------|-----------------|------------------------|--------------------------------|
| | | Jones | String | | PURCHASE | PURCHASE | |
| | | (06/05/2024) | (06/05/2024) | <u>VALUE</u> | <u>PRICE</u> | <u>PRICE</u> | <u>DATE</u> |
| The Florida Future Farmers of America Foundation, Inc. | 113 | \$7,600,000 | \$7,600,000 | \$7,600,000 | * | \$7,450,000** (98%) | 120 days after BOT approval |

*Property was assembled over multiple decades.
**\$65,929 per acre.

Item 4C, cont.

STAFF REMARKS: The subject property is located within the Catfish Creek Florida Forever project, ranked number 27 in the Florida Forever Partnerships and Regional Incentives project category, approved by the Board of Trustees on March 26, 2024. The project contains 19,449 acres, of which 16,376 acres have been acquired or are under agreement to be acquired.

Project Description

The Catfish Creek Florida Forever project extends over the high scrub ridges and relic sand dunes of the Lake Wales Ridge geological complex and is centered between the shoreline of Lake Pierce, Lake Hatchineha, and Lake Rosalie. The project aims to preserve a myriad of rare natural communities including sandhill, scrub, and scrubby flatwoods along the central ridge and blackwater stream, seepage slopes, and floodplain swamp in the lowlands along each lake shore. The project area is also known to harbor at least 19 species that are state listed as endangered or threatened, including the bald eagle, wood stork, gopher tortoise, and the Florida scrub-jay, which is endemic to this region and found nowhere else in the world.

Property Description

The 113-acre subject property is located in eastern Polk County, approximately 10 miles southeast of Haines City and eight miles east of Winter Haven and is within the optimum boundary of the Allen David Broussard Catfish Creek Preserve State Park. With over 6,000 feet of frontage along Lake Pierce, the property is situated within a hydrologically important area known as the Upper Kissimmee Basin, which forms part of the headwaters of the Kissimmee River-Lake Okeechobee-Everglades system.

The subject property has been utilized as a lodge, educational complex, and a leadership training facility for the past several decades. As such, the property contains facilities and critical infrastructure which will greatly benefit the adjacent state park and expand public natural resource-based recreation and educational opportunities. Acquisition of this property will ensure that future land use is compatible with the adjoining state park, allow for the continued tradition of environmental education, and protect the State's water resources by restricting further development. The subject property lies within a wildlife corridor of the Florida Ecological Greenways Network.

Mortgages and Liens

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

Closing Information

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

Item 4C, cont.

Managing Agency

The subject property will be managed by the Department’s Division of Recreation and Parks as an addition to Allen David Broussard Catfish Creek Preserve State Park.

Comprehensive Plan

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

(Attachment 4C, Pages 1-28)

RECOMMEND: **APPROVAL**

Item 4D M.L. Carter Services, Inc. et. al. Option Agreement/ Volusia Conservation Corridor Florida Forever Project

REQUEST: Consideration of an option agreement to acquire approximately 1,335 acres within the Volusia Conservation Corridor Florida Forever project from M.L. Carter Services, Inc., as Successor Trustee of the Carter-Volusia 1339 Highway 415 Land Trust.

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

COUNTY: Volusia

LOCATION: Sections 26 through 28 and 33 through 35, Township 17 South, Range 32 East

CONSIDERATION: \$18,500,000

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED VALUE</u> | <u>SELLER’S PURCHASE PRICE</u> | <u>TRUSTEES’ PURCHASE PRICE</u> | <u>OPTION DATE</u> |
|---|--------------|---------------------|---------------------|-----------------------|--------------------------------|---------------------------------|-----------------------------|
| | | <u>(02/20/2024)</u> | <u>(02/20/2024)</u> | | | | |
| M.L. Carter Services, Inc. as Successor Trustee | 1,335 | \$18,000,000 | \$20,025,450 | \$20,025,450 | \$14,000,000* | \$18,500,000** (92%) | 120 days after BOT approval |

*Property was purchased on March 20, 2007.
**\$13,858 per acre.

STAFF REMARKS: The subject property is located within the Volusia Conservation Corridor Florida Forever project, ranked number five in the Florida Forever Partnerships and Regional Incentives project category, approved by the Board of Trustees on March 26, 2024. The project contains 80,423 acres, of which 64,040 acres have been acquired or are under agreement to be acquired.

Item 4D, cont.

Project Description

The Volusia Conservation Corridor Florida Forever project provides a continuous corridor of environmentally significant land from the Tiger Bay State Forest, through the central wetlands and flatwoods of Volusia County, to the marshes of the St. Johns River. This project also increases natural resource-based public recreation and education opportunities, as well as helps to ensure that enough water is available to meet the current and future needs of natural systems and the citizens of the state.

Property Description

The 1,335-acre subject property, known as Carter Quail Ranch (Ranch), is located in central Volusia County, approximately eight miles west of New Smyrna Beach. The Ranch’s southwestern corner abuts the northeastern corner of Deep Creek Preserve and contributes to a corridor of conservation lands extending from the Ocala National Forest south to Fort Drum Marsh.

The subject property is situated in the Deep Creek/St. Johns River watershed and contains two significant basin swamps that run from north to south in the western portion of the property that drain into Lake Ashby and Spruce Creek Swamp. Preservation of the subject property will contribute to the protection of Florida’s biodiversity at the species, natural community, and landscape levels; provide water quantity and quality benefits; ensure sufficient quantities of water are available to meet current and future needs of natural systems and the citizens of the state; and provide crucial habitat connectivity and protection for rare and imperiled species such as the Florida black bear, wood stork, gopher tortoise, and southeastern fox squirrel. The subject property lies within a wildlife corridor of the Florida Ecological Greenways Network.

Mortgages and Liens

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

Closing Information

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

Managing Agency

The subject property will be managed by Volusia County as an addition to Deep Creek Preserve.

Comprehensive Plan

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

(Attachment 4D, Pages 1-29)

RECOMMEND: APPROVAL

Item 4E The Trust for Public Land Option Agreement/ Managing Agency Designation/ Management Policy Statement Confirmation/ Upper Shoal River Florida Forever Project

REQUEST: Consideration of (1) an option agreement to acquire approximately 2,483 acres within the Upper Shoal River Florida Forever project from The Trust for Public Land; (2) designation of the Department of Environmental Protection, Division of Recreation and Parks, as the managing agency; and (3) confirmation of the management policy statement.

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

COUNTY: Walton

LOCATION: Sections 02 through 04, 09 through 11, 14 through 16, Township 03 North, Range 20 West

CONSIDERATION: \$8,395,000

| <u>PARCEL</u> | <u>ACRES</u> | APPRAISED BY | | <u>APPROVED VALUE</u> | SELLER'S PURCHASE PRICE | TRUSTEES' PURCHASE PRICE | <u>OPTION DATE</u> |
|------------------------------|--------------|-------------------------|--------------------------|-----------------------|-------------------------|--------------------------|-----------------------------|
| | | Carlton (07/01/2024) | Griffith (07/01/2024) | | | | |
| Grewws Holdings, LLC, et al. | 2,483 | \$8,441,500 | \$8,193,000 | \$8,441,500 | * | \$8,395,000** (99%) | 120 days after BOT approval |

*Seller has the option to acquire the property. The property was assembled by Grewws Holdings, LLC, et al. over multiple decades.
 **\$3,381 per acre.

STAFF REMARKS: The subject parcel is located within the Upper Shoal River Florida Forever project, ranked number 29 in the Florida Forever Critical Natural Lands project category, approved by the Board of Trustees on March 26, 2024. The project contains 12,065 acres, of which 2,483 acres have been acquired or are under agreement to be acquired.

Project Description

The Upper Shoal River Florida Forever project aims to conserve timber resources within the Upper Shoal River watershed, protect unaltered and intact natural seepage streams, and provide habitat for imperiled species including the blackmouth shiner, gopher tortoise, and eastern indigo snake. The project also supports the creation of a connected landscape corridor with nearby conservation lands, including important buffer lands surrounding Eglin Air Force Base.

Property Description

The 2,483-acre subject property is located in central Walton County, approximately four miles west of DeFuniak Springs and less than one mile north of Eglin Air Force Base. The property is within the Upper Shoal River watershed and is characterized by rolling sandy hills that drain downward through mesic flatwoods and slope forest into bottomland and floodplain forest along Gum Creek and other seepage streams which are tributaries of the Shoal River, an Outstanding Florida Water. As such, preservation of the subject property will support aquifer recharge and will help maintain the quality

Item 4E, cont.

and natural functions of water bodies and wetlands within the western Florida panhandle. The subject property is also known to support habitat for numerous rare and imperiled species including the Florida black bear, gopher tortoise, red pitcher plant, and white-top pitcher plant.

Given its close proximity to Eglin Air Force Base, the opportunity to preserve this property highlights an important overlap between the state’s environmental conservation initiatives and the military's need to create buffer zones around existing installments to minimize encroachment threats and alleviate constraints on military missions. As Florida’s newest state park, the subject property will provide opportunities for camping, hiking, biking, and other low-intensity land uses which are compatible with the adjacent air force base and would also provide access for the expansion of the state-designated Shoal River Paddling trail. The property lies within the Northwest Florida Sentinel Landscape.

Mortgages and Liens

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

Closing Information

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

Managing Agency

Pursuant to section 259.032(7)(d), F.S., the Department recommends that the Board of Trustees designate the Division of Recreation and Parks as the managing agency for the subject property.

Management Policy Statement

Section 259.032(7)(d), F.S., requires that the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the proposed project as provided by section 259.035, F.S., consistent with the purposes for which the lands are acquired. The Department recommends the Board of Trustees confirm the management policy statement as follows:

Upper Shoal River will be managed by the Division of Recreation and Parks as a state park. The state park will provide resource-based outdoor recreation and educational opportunities while protecting the natural resources on site. All management activities will be implemented according to a management plan approved by the Acquisition and Restoration Council.

Comprehensive Plan

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

Item 4E, cont.

(Attachment 4E, Pages 1-40)

RECOMMEND: APPROVAL

Item 4F **Bear Creek Timber, LLC Option Agreement/ Managing Agency Designation/
Management Policy Statement Confirmation/ Bear Creek Forest Florida Forever
Project**

REQUEST: Consideration of (1) an option agreement to acquire approximately 12,243 acres within the Bear Creek Forest Florida Forever project from Bear Creek Timber LLC; (2) designation of the Florida Department of Agriculture and Consumer Services Florida Forest Service as the managing agency; and (3) confirmation of the management policy statement.

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

COUNTY: Bay

LOCATION: Sections 13 through 17 and 19 through 36, Township 03 South, Range 12 West and Section 25 Township 03 South, Range 13 West

CONSIDERATION: \$32,650,000

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED VALUE</u> | <u>SELLER'S PURCHASE PRICE</u> | <u>TRUSTEES' PURCHASE PRICE</u> | <u>OPTION DATE</u> |
|-----------------------|--------------|---------------------|---------------------|-----------------------|--------------------------------|---------------------------------|-----------------------------|
| | | <u>(08/02/2024)</u> | <u>(08/02/2024)</u> | | | | |
| Bear Creek Timber LLC | 12,243 | \$33,668,800 | \$33,057,000 | \$33,668,800 | \$29,914,200* | \$32,650,000** (97%) | 120 days after BOT approval |

*Property was purchased on December 1, 2004.
**\$2,667 per acre.

STAFF REMARKS: The subject property is located within the Bear Creek Forest Florida Forever project, ranked number 19 in the Florida Forever Critical Natural Lands project category, approved by the Board of Trustees on March 26, 2024. The project contains 100,462 acres, of which 15,276 acres have been acquired or are under agreement to be acquired.

Project Description

The Bear Creek Forest Florida Forever project will help to establish the Northwest Florida Ecological Greenway, which is a proposed system of natural areas forming a significant corridor connection between conservation lands in the central Florida Panhandle. This project will increase the protection of Florida's biodiversity through the protection, restoration, and maintenance of the quality and function of the state's diverse ecosystems, as well as help ensure enough quantities of water are available to meet the current and future needs of natural ecosystems and the public.

Item 4F, cont.

Property Description

The 12,243-acre subject property is located approximately six miles north of Tyndall Air Force Base, 12 miles east of downtown Panama City, and runs along the Calhoun and Gulf County lines.

For decades, the subject property has been managed for silviculture production, and currently, the majority of the property consists of planted pines between two and five years old. The property is situated within the St. Andrews Bay Watershed, a delicate ecosystem that manages stormwater runoff, safeguards water quality, offers flood protection, and replenishes aquifers and drinking water supplies. Protecting this property delivers significant benefits for water quality and quantity in Florida’s central Panhandle, enhances the corridor of publicly owned lands stretching from Eglin Air Force Base to Apalachicola National Forest, and preserves habitats for species such as the pine-woods aster, flatwoods salamander, gopher tortoise, Florida black bear, and Bachman’s sparrow. The property lies within a wildlife corridor of the Florida Ecological Greenways Network, as well as the Northwest Florida Sentinel Landscape.

Mortgages and Liens

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

Closing Information

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

Managing Agency

Pursuant to section 259.032(7)(d), F.S., the Department recommends that the Board of Trustees designate the Department of Agriculture and Consumer Services Florida Forest Service as the managing agency for this site. The subject parcel will be managed as Bear Creek Forest.

Management Policy Statement

Section 259.032(7)(d), F.S., requires that the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the proposed project as provided by section 259.035, F.S., consistent with the purposes for which the lands are acquired. The Department recommends the Board of Trustees confirm the management policy statement as follows:

The land will be managed by the Florida Forest Service, emphasizing the multiple-use concept. The acquisition will provide resource-based public outdoor recreation and educational opportunities while protecting natural and historical resources. All multiple-use management activities will be implemented according to a land management plan approved by the Acquisition and Restoration Council.

Item 4F, cont.

Comprehensive Plan

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

(Attachment 4F, Pages 1-41)

RECOMMEND: **APPROVAL**

Item 4G **Acree JV, LLC Option Agreement/ Northeast Florida Timberlands and Watershed Reserve Florida Forever Project**

REQUEST: Consideration of an option agreement to acquire approximately 1,265 acres within the Northeast Florida Timberlands and Watershed Reserve Florida Forever project from Acree JV, LLC.

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

COUNTY: Duval

LOCATION: Sections 32 through 35 and 39, Township 01 North, Range 25 East, and Sections 04 and 42, Township 1 South, Range 25 East

CONSIDERATION: \$30,360,000

| <u>PARCEL</u> | <u>ACRES</u> | APPRAISED BY | | <u>APPROVED</u> | <u>SELLER’S</u> | <u>TRUSTEES’</u> | <u>OPTION</u> |
|------------------|--------------|------------------------------|------------------------------|-----------------|-----------------|-------------------------|--------------------------------|
| | | Lovett | Phipps | | | | |
| Acree JV, LLC | 1,265 | (08/06/2024) \$29,520,000 | (08/06/2024) \$31,200,000 | \$31,200,000 | \$15,353,020* | \$30,360,000** (97%) | 120 days after BOT approval |

*Property was purchased on September 15, 2022.

**\$24,000 per acre.

STAFF REMARKS: The subject property is located within the Northeast Florida Timberlands and Watershed Reserve Florida Forever project, ranked number two in the Florida Forever Partnerships and Regional Incentives project category, approved by the Board of Trustees on March 26, 2024. The project contains 147,431 acres, of which 80,117 acres have been acquired or are under agreement to be acquired.

Project Description

The Northeast Florida Timberlands and Watershed Reserve Florida Forever project preserves Florida’s biodiversity by protecting habitat for rare and imperiled species including the Florida black bear, gopher tortoise, eastern indigo snake, and red-cockaded woodpecker. This project also conserves

Item 4G, cont.

spaces suitable for greenways or outdoor recreation that are compatible with conservation purposes such as camping, picnicking, nature appreciation, hiking, and horseback riding.

Property Description

The 1,265-acre subject property is located northwest of Jacksonville between Old Kings Road, Acree Road, and Plummer Road. Cary State Forest is located to the southwest and Thomas Creek Conservation Area is to the north. The subject property is under direct threat of development. It is situated within a landscape that is increasingly under pressure from expansion of nearby suburban population areas, and the property is within a residential planned unit development that allows for 1,607 single-family homes and commercial development.

Preservation of the subject property will fill an important gap in the conservation lands that connect Camp Blanding to Raiford Greenway Florida Forever project to the southeast to Timucuan Ecological and Historic Preserve to the northwest. It also protects the water quality for the Lower St. Johns River Basin; expands public outdoor resource-based recreational opportunities; and provides crucial habitat protection for rare and endangered plant and animal species such as gopher tortoise, Florida black bear, and the red cockaded-woodpecker.

Mortgages and Liens

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

Closing Information

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

Managing Agency

The subject parcel will be managed by the Department of Agriculture and Consumer Services, Florida Forest Services, as part of Cary State Forest.

Comprehensive Plan

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

(Attachment 4G, Pages 1-51)

RECOMMEND: APPROVAL

Item 5A Corrigan’s Reef Aquaculture Use Zone Expansion in Levy County/ Aquaculture Leases

REQUEST: Approval to (1) expand the existing Corrigan’s Reef Aquaculture Use Zone (AUZ); (2) issue two new 2-acre and 24 new 4.3-acre, 10-year sovereignty submerged land aquaculture bottom leases, to be incorporated into the Corrigan’s Reef AUZ, for the purpose of shellfish aquaculture; and (3) authorize the Florida Department of Agriculture and Consumer Services (FDACS) to modify the 26 bottom leases should the leaseholder request use of the full water column and FDACS determines the request meets all rule and statutory requirements.

VOTING REQUIREMENT FOR APPROVAL: Three votes

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

APPLICANT: Florida Department of Agriculture and Consumer Services

CONSIDERATION: An annual fee of \$53.46 for the 2-acre parcels and \$133.65 for the 4.3-acre parcels, representing a base annual rental fee of \$16.73 per acre or fraction thereof; and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to Rule 18-21.022, F.A.C. The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

STAFF REMARKS:

The Applicant is requesting authorization from the Board of Trustees, pursuant to section 253.68(1), F.S., for 26 new aquaculture leases for the purpose of culturing shellfish on the bottom. The proposed parcels are an expansion of the Corrigan’s Reef AUZ.

The proposed leases will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the leases will not be approved during the first five years of the lease term. Applicants will be required to provide FDACS with a survey of the individual parcels and the expanded AUZ. The proposed gear is covered under the FDACS General Permit from the U.S. Army Corps of Engineers. On August 16, 2017, the Board of Trustees authorized FDACS to modify the remaining bottom leases within Corrigan’s Reef AUZ to allow for the use of the full water column should the leaseholder request it and FDACS determines it meets all rule and statutory requirements. For consistency, FDACS is requesting the same authority for the 26 proposed bottom leases.

Agency Review

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

Item 5A, cont.

Public Interest

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

Noticing

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

Comprehensive Plan

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

(Attachment 5A, Pages 1-17)

RECOMMEND: **APPROVAL**

Item 5B Brandimarte and Sons Seafood Company/ Water Column Modification of Aquaculture Lease Parcel in St. Johns County

REQUEST: Approval to modify a 10-year sovereignty submerged land aquaculture lease to allow use of the water column.

VOTING REQUIREMENT FOR APPROVAL: Three votes

LOCATION: Matanzas River, South St. Johns, St. Johns County, Florida

APPLICANT: Brandimarte and Sons Seafood Company

CONSIDERATION: An annual fee of \$217.30 representing a base annual rental fee of \$33.46 per acre or fraction thereof; and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to Rule 18-21.022, F.A.C. The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

STAFF REMARKS

The applicant is requesting consideration by the Board of Trustees to allow use of the full water column for a lease parcel in St. Johns County, pursuant to section 253.68(1), F.S. The lease parcel is five acres in size and was originally approved as an aquaculture lease by the Board of Trustees on

Item 5B, cont.

August 24, 1993. Utilizing water column racks or floating cages positions oysters in the most nutrient rich part of the water column, eliminates predation by the commonly found bottom oyster predators and makes fouling of the cage and the oyster controllable. The applicant also plans to culture macroalgae.

The proposed lease modification and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds or natural reefs or other sensitive habitats. The aquaculture lease modification is for use of the water column. All other existing standard lease conditions will remain unchanged. The applicant is a current Aquaculture Certificate of Registration holder. The proposed lease will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the lease will not be approved during the first five years of the lease term.

Agency Review

The lease is not located in an aquatic preserve. FDACS has conducted a resource assessment and determined that the proposed lease modification and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs or other sensitive habitats. Additionally, FDACS has coordinated the review of the applications with the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Florida Department of State’s Division of Historical Resources, and the St. Johns County Board of County Commissioners, pursuant to Rule 18-21.021, F.A.C.

Special Conditions

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

Public Interest

The parcel is not in an aquatic preserve; therefore, the activity does not have to be found to be in the public interest. The project is, however, required to demonstrate that they are “not contrary to the public interest,” pursuant to Article X, Section 11 of the Florida Constitution, Chapter 253, F.S., and Rule 18-21.0041(1)(a), F.A.C. Because the Legislature has declared aquaculture to be in the public interest, according to section 253.68(2), F.S., FDACS is of the opinion that the activities meet the test of being “not contrary to the public interest” and otherwise meet all applicable requirements for a proprietary authorization to use sovereignty submerged lands.

Noticing

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

Item 5B, cont.

Comprehensive Plan

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

(Attachment 5B, Pages 1-18)

RECOMMEND: **APPROVAL**

Item 5C **Everglades Oysters, LLC/ Water Column Modification of Two Aquaculture Use Zones and Two Individual Aquaculture Lease Parcels in Collier County**

REQUEST: Approval to modify 34 existing 10-year sovereignty submerged land aquaculture leases to allow use of the water column.

VOTING REQUIREMENT FOR APPROVAL: Three votes

LOCATION: Gullivan Bay, Ten Thousand Islands, Collier County, Florida

APPLICANT: Everglades Oysters, LLC

CONSIDERATION: An annual fee per individual parcel of \$217.30, and \$86.92 annual fee per Aquaculture Use Zone parcel, representing a base annual rental fee of \$33.46 per acre or fraction thereof; and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to Rule 18-21.022, F.A.C. The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

STAFF REMARKS

The applicant is requesting consideration by the Board of Trustees to allow use of the full water column for 34 existing lease parcels in Collier County, pursuant to section 253.68(1), F.S. There are sixteen 2-acre parcels in the Whitehorse Key Aquaculture Use Zone, sixteen 2-acre parcels in the Cape Romano Aquaculture Use Zone, and two 4.99-acre individual parcels being requested for modification to allow use of the full water column. The parcels were originally approved as aquaculture bottom leases by the Board of Trustees of the Internal Improvement Trust Fund for the Whitehorse Key and Cape Romano Aquaculture Use Zones on November 23, 2004, and the two individual parcels on January 24, 2017. Utilizing floating cages positions oysters in the most nutrient rich part of the water column, eliminates predation by the commonly found bottom oyster predators and makes fouling of the cage and the oyster controllable.

The proposed lease modifications and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds or natural reefs or other sensitive habitats. The aquaculture lease modifications are for use of the water column. All other existing standard lease

Item 5C, cont.

conditions will remain unchanged. The applicant is a current Aquaculture Certificate of Registration holder and is compliant with all Department of Agriculture and Consumer Services' (FDACS) Aquaculture Best Management Practices. The leases will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the lease will not be approved during the first five years of the lease term.

Agency Review

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

Special Conditions

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

- Loggerhead critical habitat: New Aquaculture Use Zones (AUZs) or leases are allowed within loggerhead critical habitat, provided all aquaculture gear is oriented perpendicular to the nesting beach to reduce effects on hatchling egress to the open water and the transit of nesting females to and from the beach. Additionally, the linear footage of the part of the floating or suspended aquaculture gear that is parallel to the beach may not be more than 10 percent of the linear footage of the critical habitat unit's nesting beach.

Public Interest

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

Noticing

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

Comprehensive Plan

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

Item 5C, cont.

(Attachment 5C, Pages 1-16)

RECOMMEND: APPROVAL

Item 6 **Rule Chapter 5I-7, F.A.C., Notice of Proposed Rule/ Final Adoption**

REQUEST: Consideration of a request for approval to file proposed changes to the Florida Department of Agriculture and Consumer Services’ Rule, Chapter 5I-7, F.A.C., Rural and Family Lands Protection Program in a notice of proposed rule and for final adoption, pursuant to section 120.54(3)(e)(1), F.S.

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

COUNTY: Statewide

APPLICANT: Florida Department of Agriculture and Consumer Services

STAFF REMARKS: The Florida Department of Agriculture and Consumer Services (FDACS) has identified the need to update Rule, Chapter 5I-7, F.A.C., in order to refine the rules that outline the procedures of the Rural and Family Lands Protection Program (RFLPP). The rule was initially promulgated in 2008 and amended, as approved by the Board of Trustees, on March 24, 2015 and May 23, 2023. The current amendments continue to streamline the application and acquisition processes and conform to statutory changes relating to the Board of Trustees and partner entities. Pursuant to sections 570.71(10) and 259.105(3)(i), F.S., the Board of Trustees must approve final adoption and ensure that the rules, as amended, are consistent with the acquisition process provided for in section 570.715, F.S.

AMENDMENT PROCESS: On August 16, 2024, FDACS published a Notice of Development of Rulemaking in the *Florida Administrative Register* (F.A.R.). The substantive amendments include the following:

Section 5I-7.002, F.A.C., Definitions

- Rewords for clarity

Section 5I-7.004, F.A.C., Application Procedures and Requirements

- Updates electronic location of a form and RFLPP address
- Creates the required Rural & Family Lands Program Project Certification Form
- Provides that carry-over applications must be timely submitted and describe any boundary changes to the property
- Updates USDA Median Size of Farms by County table to the 2022 version

Item 6, cont.

Section 5I-7.005, F.A.C., Technical Review and Evaluation of Project Application:

- Provides that the property site visit must evaluate natural resource characteristics

Section 5I-7.006, F.A.C., Program Review and Evaluation of Project Applications

- Corrects scrivener’s error

Section 5I-7.007, F.A.C., Ranking, Review and Approval of Priority Acquisition List

- Allows Board of Trustees to approve projects using cost-sharing opportunities with cooperating entities
- Corrects a scrivener’s error

Section 5I-7.008, F.A.C., Title and Survey

- Clarifies that “potential” adverse impacts necessitate examination to determine effect on acquiring title, rather than “possible” adverse impacts

Section 5I-7.010, F.A.C., Negotiations and Purchase Instruments

- Requires the department to disclose appraisals to private landowners during negotiations, instead of at its discretion
- Limits when a purchase agreement must be sent to the Board of Trustees for approval to those with a purchase price exceeding \$5 million
- Adds federal agencies to the list of entities with whom the Board of Trustees may agree to hold joint title

Section 5I-7.011, F.A.C., Board Action

- Limits when a purchase agreement must be sent to the Board of Trustees for approval to those with a purchase price exceeding \$5 million

Section 5I-7.013, F.A.C., Closing

- Adds federal agencies to the list of eligible cooperating entities

Section 5I-7.014, F.A.C., Compliance, Monitoring and Enforcement

- Updates the electronic location of a form and the RFLPP address

(Attachment 6, Pages 1-55)

RECOMMEND: APPROVAL

Item 7 2024 Rural and Family Lands Protection Program Project Acquisition List

REQUEST: Consideration of the recommended 2024 Rural and Family Lands Protection Program Prioritized Acquisition List.

Item 7, cont.

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

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

The 2024 Project Acquisition List is comprised of projects from previous RFLPP application cycles, including the Board of Trustees-approved 2023 list that have rolled over and are awaiting acquisition. The projects on this list have not yet been acquired, or have not otherwise been removed from the 2023 list due to land conversion or landowner withdrawal.

The proposed 2024 RFLPP Prioritized Acquisition List was developed pursuant to sections 259.105(3)(i) and 570.71(10), F.S., and Rule 5I-7, F.A.C.

On November 1, 2024, RFLPP presented the recommended project list to the Acquisition and Restoration Council for its review pursuant to section 259.105(3)(i)1., F.S. RFLPP is now submitting the recommended project list to the Board for its consideration. Pursuant to section 259.04, F.S., the Board “shall approve, in whole or in part, the list of projects in the order of priority in which such projects are presented.”

(Attachment 7, Pages 1-9)

RECOMMEND: **APPROVAL**

Item 8A **J & J Hendrie LC Option Agreement/ Hendrie Ranch – J & J Hendrie/ FDACS/
Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 5,610.26 acres within the Hendrie Ranch - J & J Hendrie project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from J & J Hendrie, LC, a Florida limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

Item 8A, cont.

COUNTY: Highlands

LOCATION: Portions of Section 01, 09 through 17, Township 39 South, Range 30 East, in Highlands County

CONSIDERATION: \$12,900,000

| <u>PARCEL</u> | <u>ACRES</u> | APPRAISED BY | | APPROVED <u>VALUE</u> | SELLER'S PURCHASE <u>PRICE</u> | TRUSTEES' PURCHASE <u>PRICE</u> | OPTION <u>DATE</u> |
|----------------------|--------------|----------------------|----------------------|--------------------------|--------------------------------------|---------------------------------------|--------------------------------|
| | | Holden (05/01/24) | String (05/01/24) | | | | |
| J & J Hendrie, LC | 5,610.26 | \$12,900,000 | \$11,800,000 | \$12,900,000* | \$** | \$12,900,000*** (100%) | 120 days after BOT approval |

*Fee value was determined to be \$26,350,000 and \$25,800,000.
 **Property has been in the Hendrie family for over 65 years.
 ***The purchase price for the rural lands protection easement is \$2,300 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2017 approved list. If approved, this project will be the 95th perpetual easement proposed for acquisition, with a total of approximately 134,270.94 acres preserved under the RFLPP. There is an additional 869.51 acres under contract with J & D Hendrie, LC that will be processed under RFLPP statutory authority. If this item is approved, both ownerships will close simultaneously and complete the project acquisition.

Project Description

Cattle ranching, hay production, and timber harvesting are the predominant agricultural activities on Hendrie Ranch. The property lies on both sides of US Highway 27 in Highlands County and is a nearly contiguous piece of property located at the southern boundary of the Lake Wales Ridge. Hendrie Ranch has been managed by the family for over 65 years for the production of beef and timber and its importance to the greater Fisheating Creek conservation landscape. Hendrie Ranch supports extensive Florida Scrub habitat lying within a matrix of improved pastures and seasonal wetlands used for cattle grazing. The property is contiguous with five large conservation tracts and is enrolled in the FDACS Best Management Practices (BMP) program. It is located within the Florida Wildlife Corridor.

Property Description

The Hendrie Ranch maintains a herd of approximately 600 beef cows, growing mostly Brangus cows, and Brangus and Charolais bulls. Located on the eastern slope of the southern Lake Wales Ridge, its abundant natural communities range from rosemary scrub and scrubby flatwoods on the west side, to seepage-driven baygall and wet flatwoods on the slope, to a mosaic of pine flatwoods and depression marshes on the far eastern and southern portions of the property. A large number of listed plant and animal species occur on the property, which is often used by Archbold Biological Station for scientific research. Along with the common Florida black bear, rare species include the Florida scrub-jay, sandhill crane, Florida mouse, and Sherman's fox squirrel, among many others.

Item 8A, cont.

There are no planted pine stands on the property, but there are 1,554 acres of natural timber. Timber harvesting has occurred on the property since 1951, with the last harvest occurring 20 years ago. The Hendrie family plans to maintain a sustainable timber harvest operation into the future as natural regeneration only. A historic cowboy camp dating from the 1940s is still used by cattlemen on Hendrie Ranch, and photos from the ranch were used in Carlton Ward’s book *Florida Cowboys*. Due to its stellar scrub habitat, the ranch has been featured in *National Geographic* videos.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller’s earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor’s behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations defined by U.S. Environmental Protection Agency;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks not in compliance with Florida Statutes and Administrative Rules, as amended;
- Construction or conversion of SNAs to more improved areas;

Item 8A, cont.

- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs; and
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- The right to conduct agricultural operations on the Property; provided, however, that prior to any timbering in an SNA, Grantor shall provide written notice to and obtain approval from Grantee concerning reforestation and harvesting methods consistent with this Easement. The right to engage in cattle grazing on the existing Improved Pasture as set forth in the BDR, including the right to maintain, utilize, fertilize, and mow such pasture. All agricultural uses shall be conducted in accordance with BMPs adopted by FDACS or applicable government agencies, or their successor agencies, as amended from time to time, and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct, after giving notice to Grantee, buildings, cross-fencing, water control structures, or other structures and improvements incident to agricultural uses carried on in accordance with sound agriculture. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;

Item 8A, cont.

- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, and horseback riding. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system;
- The right to subdivide the Property into not more than two parcels and the resulting parcel(s) shall not be below the median size of farms in the county, as determined by the USDA Median Size of Farms by County Table, and incorporated in Rule 5I-7.004(6), F.A.C., as amended; and
- The right to conduct ecological restoration, enhancement, and species relocation.

Encumbrances

There are two oil, gas and mineral reservations outstanding on a portion of the property. The Department of Environmental Protection’s Florida Geological Survey staff has completed a desktop review of the property and determined the likelihood of profitable mining in these areas to be low. The appraisers considered the outstanding oil, gas and mineral rights in their final value and determined these rights to have no impact on value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

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

Comprehensive Plan

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

(Attachment 8A, Pages 1-78)

RECOMMEND: APPROVAL

**Item 8B Trailhead Blue Springs, LLC Option Agreement/ Trailhead Blue Springs, LLC/
FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 11,713.37 acres within the Trailhead Blue Springs, LLC project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from Trailhead Blue Springs, LLC, a Florida limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Levy

LOCATION: Portions of Sections 01 through 05, 08 through 17, 20 through 24, 26 through 28, 33, and 34, Township 12 South, Range 16 East; Portions of Sections 07 and 18, Township 12 South, Range 17 East; and Portions of Section 04, Township 13 south, Range 16 East, in Levy County

CONSIDERATION: \$22,255,400

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED VALUE</u> | <u>SELLER'S PURCHASE PRICE</u> | <u>TRUSTEES' PURCHASE PRICE</u> | <u>OPTION DATE</u> |
|-----------------------------|--------------|---------------------|-------------------|-----------------------|--------------------------------|---------------------------------|-----------------------------|
| | | <u>(04/12/24)</u> | <u>(04/12/24)</u> | | | | |
| Trailhead Blue Springs, LLC | 11,713.37 | \$22,255,400 | \$19,913,000 | \$22,255,400* | \$35,914,500** | \$22,255,400*** (100%) | 120 days after BOT approval |

*Fee value was determined to be \$39,825,500 and \$38,654,000.
 **Property was purchased August 16, 2022.
 ***The total purchase price for the rural lands protection easement is \$1,900 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2023 approved list. If approved, this project will be the 96th perpetual easement proposed for acquisition, with a total of approximately 145,984.31 acres preserved under the RFLPP. If approved, this will complete the project acquisition.

Project Description

This is a pine plantation and low-density cattle operation in Levy County that envelops portions of the Waccasassa River and nearly all of Devil's Hammock Wildlife Management Area. The tract lies on both sides of the Waccasassa River and includes a portion of the floodplain swamp and wetland habitats along it. However, most of the uplands, probably formerly flatwoods (or sandhill) that were timbered, have been converted to improved pasture with myriad forested inclusions, particularly dome swamps. The project site is enrolled in the FDACS Best Management Practices (BMP) program. It is located within the Florida Wildlife Corridor.

Item 8B, cont.

Property Description

Trailhead Blue Springs is a working agricultural landscape that encompasses approximately 4,700 acres used for cow-calf operations, approximately 1,900 acres of silviculture with more to be planted in the coming years, and the remainder of the property in a natural state. In addition to being a working forest and cow-calf operation, Trailhead Blue Springs is surrounded by conservation areas, providing an important link between these areas. The tract borders Devil’s Hammock Wildlife Management Area on three sides and is adjacent to the Upper Waccasassa Conservation District. There is a diverse set of native land cover types across the property, chief among which are forested wetlands. The floodplain forests of the Waccasassa and Little Waccasassa rivers transition to large cypress and hardwood forests surrounding the agricultural operations throughout the property and contribute to the protection of numerous springsheds.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller’s earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor’s behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended;

Item 8B, cont.

- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights: (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated 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;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;

Item 8B, cont.

- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, and horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement’s purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to subdivide the Property into not more than two individual parcels of not less than approximately 4,100 acres each. Subdivision of the Property shall occur along NE 94th Place (aka County Road 339-A) that bifurcates the Property. There shall be no further subdivision of the Property which is the subject of this Easement. If any or all of the two parcels are conveyed to Grantor’s family members, the conveyances shall not be subject to the provisions of Article IX, Paragraph G.1;
- Grantor reserves the right to build four residential building envelope, up to 15,000 square feet of impervious surfaces for each. Each building envelope will not exceed 10 contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope. Any such development may not be constructed within an SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement.

Encumbrances

There are five outstanding oil, gas, and mineral exceptions over the property that have no rights of entry. The Department of Environmental Protection’s Florida Geological Survey staff has completed a desktop review of the property and determined the likelihood of profitable mining in these areas to be low. The appraisers considered the outstanding oil, gas and mineral rights in their final value and determined these rights to have no impact on value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

Item 8B, cont.

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

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

Comprehensive Plan

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

(Attachment 8B, Pages 1-96)

RECOMMEND: **APPROVAL**

Item 8C Anderson Land & Timber Co., LLC Option Agreement/ Anderson Land & Timber Otter Creek (West)/ FDACS/ Rural and Family Lands Protection Program

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 6,414.28 acres within the Anderson Land & Timber Otter Creek (West) project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from Anderson Land & Timber Co., LLC, a Florida limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Dixie

LOCATION: Portions of Section 04, 05, 08, 09, 16, 17, 20, 21, 27 through 29, and 32 through 34, Township 12 South, Range 12 East, in Dixie County

Item 8C, cont.

CONSIDERATION: \$6,740,000

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED</u> <u>VALUE</u> | <u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u> | <u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u> | <u>OPTION</u> <u>DATE</u> |
|---------------------------------------|--------------|-----------------------|------------------------|---------------------------------|--|---|--------------------------------|
| | | Carlton (04/12/24) | Griffith (04/12/24) | | | | |
| Anderson Land & Timber Co., LLC | 6,414.28 | \$6,740,000 | \$5,930,000 | \$6,740,000* | \$15,652,000** | \$6,740,000*** (100%) | 120 days after BOT approval |

*Fee value was determined to be \$14,120,000 and \$14,750,000.
 **Property was purchased August 7, 2013.
 ***The purchase price for the rural lands protection easement is \$1,051 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2023 approved list. If approved, this project will be the 97th perpetual easement proposed for acquisition, with a total of approximately 152,398.59 acres preserved under the RFLPP. If approved, this will complete 50 percent of the project acquisition.

Project Description

This 12,022-acre timber operation consists of planted pine with large expanses of natural forested and non-forested wetlands. The property is situated between the Gulf of Mexico to the west and the Suwanee River to the east. The surrounding land consists of planted timber among a wetland complex of marshland and floodplain swamp. The property is completely surrounded by other conservation lands. The project site is enrolling in the FDACS Best Management Practices (BMP) program. The silviculture activities are conducted in accordance with the management of a professional forester and the timber stands are effectively managed for optimum growth and subsequent harvesting at the appropriate time. The project is located within the Florida Wildlife Corridor.

Property Description

Currently Anderson Land and Timber Company manages 6,000 acres of pine forest on the 12,000-acre Otter Sink Property. The remaining 6,000 acres include a majority of wetlands which support a wide variety of animals and plants. Upland areas are planted primarily in slash pines. This property supports a variety of animals, including deer, turkey, wading birds, and eagles, among others. It is located within the Lower Suwanee River and Gulf Watershed Florida Forever project. Vegetation includes a large amount of pristine wetland hardwood swamps. The subject property has very few invasive species, but does support several karst features, including Otter Sink and Lyme Sink. Several large areas are classified as Scrub-Shrub wetlands, fitting more closely with a forested designation of Mixed Hardwood Coniferous Swamps. This is a common scenario that arises when wetlands were harvested for timber more than 20 years ago, then land cover was mapped at some point after that. The native trees have regenerated to at or near canopy size today.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin,

Item 8C, cont.

fuller’s earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor’s behalf, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;

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

Owner’s Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- The right to conduct agricultural operations on the Property; provided, however, that prior to any timbering in an SNA, Grantor shall provide written notice to and obtain approval from Grantee concerning reforestation and harvesting methods consistent with this Easement. The right to engage in cattle grazing on the existing Improved Pasture as set forth in the BDR, including the right to maintain, utilize, fertilize, and mow such pasture. All agricultural uses shall be conducted in accordance with BMPs adopted by FDACS or applicable government

Item 8C, cont.

agencies, or their successor agencies, as amended from time to time, and in compliance with all laws, rules, and regulations;

- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct, after giving notice to Grantee, buildings, cross-fencing, water control structures, or other structures and improvements incident to agricultural uses carried on in accordance with sound agriculture. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, and horseback riding. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location;
- The right to subdivide the Property into not more than two individual parcels of not less than 2,000 acres each; and
- The right to conduct ecological restoration, enhancement, and species relocation.

Item 8C, cont.

Encumbrances

There are two oil, gas and mineral reservations outstanding on a portion of the property. The Department of Environmental Protection’s Florida Geological Survey staff has completed a desktop review of the property and determined the likelihood of profitable mining in these areas to be low. The appraisers considered the outstanding oil, gas and mineral rights in their final value and determined these rights to have no impact on the value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

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

Comprehensive Plan

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

(Attachment 8C, Pages 1-90)

RECOMMEND: APPROVAL

**Item 8D **Eight Mile Properties, LLC Option Agreement/ Eight Mile Properties LLC/
FDACS/ Rural and Family Lands Protection Program****

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 5,736.76 acres within the Eight Mile Properties LLC project of the Florida Department of Agriculture and Consumer Services’ (FDACS) Rural and Family Lands Protection Program (RFLPP) from Eight Mile Properties, LLC, a Florida limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

Item 8D, cont.

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

COUNTY: Dixie

LOCATION: Portions of Section 01 through 04, 09 through 12, and 15 through 17, Township 08 South, Range 11 East, in Dixie County

CONSIDERATION: \$5,307,000

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED</u> <u>VALUE</u> | <u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u> | <u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u> | <u>OPTION</u> <u>DATE</u> |
|----------------------------|--------------|---------------------|-------------------|---------------------------------|--|---|------------------------------|
| | | <u>(05/10/24)</u> | <u>(05/10/24)</u> | | | | |
| Eight Mile Properties, LLC | 5,736.76 | \$5,163,100 | \$5,307,000 | \$5,307,000* | \$7,000,000** | \$5,307,000*** (100%) | 120 days after BOT approval |

*Fee value was determined to be \$12,047,200 and \$13,195,000.
 **Property was purchased August 14, 2019.
 *** The total purchase price for the rural lands protection easement is \$925 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2023 approved list. If approved, this project will be the 98th perpetual easement proposed for acquisition, with a total of approximately 158,135.35 acres preserved under the RFLPP. If approved, this will complete the project acquisition.

Project Description

Eight Mile is a 5,736.76-acre tract in Dixie County stewarded by a pioneering Florida agricultural family. Eight Mile has a long history of silvicultural land management, where approximately half of the property is managed in industrial forestry following state Best Management Practices. The tract is directly adjacent to and surrounded by other conservation areas, including Mallory Swamp, the Upper Steinhatchee Conservation Area, and the Lower Steinhatchee Conservation Area. Eight Mile is a puzzle piece in a matrix of conservation lands in the region and will protect regional water quality by maintaining the integrity of surrounding waterways and their springsheds. The project site is enrolled in the FDACS Best Management Practices (BMP) program. It is entirely located within the Florida Wildlife Corridor.

Property Description

This property is a mosaic of timber plantation and forested wetlands, including a corridor of wetlands following Eight Mile Creek, which runs through the property. Eightmile Creek is an important tributary of the Suwannee River and holds substantial water resource value for the Big Bend region. The project is adjacent to numerous other conservation areas. Surrounding lands are a similar mix of plantation and wetlands. The property provides an upland buffer for Eightmile Creek and contains second-growth hardwood bottom systems lining the creeks that crisscross the property. While other hardwood systems in the region were more recently logged for their timber resources, the bottoms on Eight Mile Creek have not been logged since the early 1900s. The property hosts abundant wildlife species, including the Florida sandhill crane, Florida burrowing owl, Eastern indigo snake, gopher tortoise, Florida black bear, wood stork, and Suwannee cooter.

Item 8D, cont.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller’s earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor’s behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner’s Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;

Item 8D, cont.

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

Item 8D, cont.

- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement’s purposes. Existing utilities may be repaired at their current location;
- The right to subdivide the Property into not more than two individual parcels of not less than approximately 250 acres each;
- The right to reserve one building envelope to develop up to 10,000 square feet of impervious surfaces for residential purposes. The Building Envelope will not exceed five contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope. Any such development may not be constructed within an SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement.

Encumbrances

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

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

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

Comprehensive Plan

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

(Attachment 8D, Pages 1-89)

RECOMMEND: APPROVAL

Item 8E Williamson Cattle Company Option Agreement/ Williamson Cattle Company (East)/ FDACS/ Rural and Family Lands Protection Program

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 2,996.22 acres within the Williamson Cattle Company (East) project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from Williamson Cattle Company, a Florida corporation; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Okeechobee

LOCATION: Portions of Sections 13 and 14, Township 36 South, Range 35 East; and Portions of Sections 16 through 21 and through 29, and 32 through 35, Township 36 South, Range 36 East, in Okeechobee County

CONSIDERATION: \$12,600,000

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED VALUE</u> | <u>SELLER'S PURCHASE PRICE</u> | <u>TRUSTEES' PURCHASE PRICE</u> | <u>OPTION DATE</u> |
|---------------------------|--------------|------------------------|------------------------|-----------------------|--------------------------------|---------------------------------|-----------------------------|
| | | <u>(05/15/24)</u> | <u>(05/15/24)</u> | | | | |
| Williamson Cattle Company | 2,996.22 | Holden \$12,600,000 | String \$11,500,000 | \$12,600,000* | \$** | \$12,600,000*** (100%) | 120 days after BOT approval |

*Fee value was determined to be \$22,500,000 and \$21,250,000.
 **Property has been family-owned and assembled over the last 75 years.
 ***The purchase price for the rural lands protection easement is \$4,205 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2023 approved list. If approved, this project will be the 99th perpetual easement proposed for acquisition, with a total of approximately 161,131.57 acres preserved under the RFLPP. If approved, this will complete the project acquisition.

Project Description

This is a 2,996-acre cattle operation on the eastern portion of an 11,000-acre ranch. The property consists of pasture with inclusions of forested wetlands and small patches of scrub. This project is home to Florida panthers, is located five miles north of Lake Okeechobee, and is in the Northern Okeechobee inflow subbasin and the Taylor Creek and Nubbin Slough watersheds. The Williamson family has had a farming operation and homestead on this land for more than 75 years. They are currently operating a sod and citrus farm with approximately 3,000 head of Brangus cattle in cow/calf commercial breeding. Old Florida East Coast Railroad (constructed in the 1920s) runs through the property and remnants of the historic railroad service town of Opal are located onsite. The project site

Item 8E, cont.

is enrolled in the FDACS Best Management Practices (BMP) program and it is within the Florida Wildlife Corridor.

Property Description

The entirety of this property contains 11,103.6 acres of suitable for almost all vertebrate species of the region, several of which are imperiled. Most of the acreage in Williamson Cattle Company East is identified as Strategic Habitat Conservation Areas, making it suitable for rare and/or vulnerable species, including the Florida panther, found in the region. Strands of mixed wetland hardwoods and mixed hardwood coniferous forests are found throughout the property, and a pocket of scrub habitat is located in the south center of the property. The protection of this property is a natural extension of the protected lands occurring in the Northern Okeechobee Watershed and Lower Kissimmee Basin, facilitating landscape connectivity throughout the state. The landscape is dominated by a mix of hardwood trees dominated by bay species, cypress, and tupelo as the canopy. This property supports species including the Florida black bear, eastern indigo snake, and Florida’s listed wading birds. Imperiled species use several of the vegetative communities on the property for breeding and foraging habitat, including improved pasture with sparse tree cover and various wetlands and bottomlands.

Prohibited Uses

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

Item 8E, cont.

conduits, except as provided in the applicable BMPs;

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

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights: (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated 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;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;

Item 8E, cont.

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

Encumbrances

There is one oil, gas and mineral reservation outstanding on a portion of the property. The Department of Environmental Protection’s Florida Geological Survey staff has completed a desktop review of the property and determined the likelihood of profitable mining in these areas to be extremely low. The appraisers considered the outstanding oil, gas and mineral rights in their final value and determined these rights to have no impact on the value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

Mortgages and Liens

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

Closing Information

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

Item 8E, cont.

Monitoring Agency

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

Comprehensive Plan

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

(Attachment 8E, Pages 1-86)

RECOMMEND: **APPROVAL**

Item 8F **Bull Hammock Ranch LTD Option Agreement/ Bull Hammock Ranch/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 5,874.51 acres within the Bull Hammock Ranch project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from Bull Hammock Ranch LTD, a Florida limited partnership; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Martin

LOCATION: Portions of Section 02 through 04, 08 through 11, and 14 through 17, Township 38 South, Range 38 East, in Martin County

CONSIDERATION: \$51,105,000

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED VALUE</u> | <u>SELLER'S PURCHASE PRICE</u> | <u>TRUSTEES' PURCHASE PRICE</u> | <u>OPTION DATE</u> |
|-------------------------|--------------|------------------------|-------------------------|-----------------------|--------------------------------|---------------------------------|-----------------------------|
| | | <u>Marr (06/12/24)</u> | <u>Jones (06/12/24)</u> | | | | |
| Bull Hammock Ranch, LTD | 5,874.51 | \$51,105,000 | \$50,200,000 | \$51,105,000* | \$** | \$51,105,000*** (100%) | 120 days after BOT approval |

*Fee value was determined to be \$73,430,000 and \$72,250,000.
 **Property was purchased over five generations ago.
 ***The purchase price for the rural lands protection easement is \$8,700 per acre.

Item 8F, cont.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2023 approved list. If approved, this project will be the 100th perpetual easement proposed for acquisition, with a total of approximately 167,006.08 acres preserved under the RFLPP. There are an additional three ownership entities consisting of 742.61 acres under contract with R. Wesley Carlton and Mary Anne Carlton Cruse, Spur Land and Cattle, LLC and RU-MAR, Inc. that will be processed under RFLPP statutory authority. If this item is approved, all the ownerships will close simultaneously and complete the project acquisition.

Project Description

This is a 7,310-acre cattle ranch consisting of pasture with many small, scattered wetlands, and an upland forested area (mesic hammock) in Martin County. There are also approximately 300 acres of rotational crops in the northeastern corner of the property. The property includes approximately 4,100 acres of improved pasture and 1,400 acres of unimproved or woodland pasture supporting about a cow-calf operation with 2,500 replacement heifers. About 290 acres in the northeastern portion of the property have been converted to row crops used to produce cabbage, kale, and peppers. Surrounding lands are pasture, crops, citrus, and wetlands, with the small residential area of Bluefield to the southwest. Allapatah Flats water management district land is adjacent to the south. The project site is enrolled in the FDACS Best Management Practices (BMP) program, and it is located within the Florida Wildlife Corridor.

Property Description

The property is located approximately 6.5 miles west of Interstate 95 and has almost 2 miles of direct road frontage along the north side of SW Martin Highway. Development pressures are mounting from the north, south, and east due to overpopulation along the coastal areas. Crested Caracara and bald eagle have been documented on site. Mesic flatwoods located east of the property are open and in virtually intact natural condition, only containing a small number of invasive plant species. A significant number of native marshes and wet prairie are found interspersed throughout the property. There are multiple new developments approved or moving through approval within close proximity. One large, planned unit development is 7.5 miles north of the Bull Hammock property and would convert approximately 3,000 acres of agricultural land to an intensive development of more than 10,000 homes plus 650,000 square feet of commercial space. Two additional permitted developments featuring 8,200 homesites, two golf courses, and retail space are all within a few miles of Bull Hammock Ranch.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council

Item 8F, cont.

(EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;

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

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights: (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated 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,

Item 8F, cont.

rules, and regulations;

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

Item 8F, cont.

- Grantor reserves the right to subdivide the Property into not more than four (4) individual parcels of not less than approximately 1,400 acres each. There shall be no further subdivision of the Property which is the subject of this Easement;
- Grantor reserves four (4) building envelopes, and the right, to develop up to 15,000 square feet of impervious surfaces for residential purposes. The Building Envelope will not exceed ten (10) contiguous acres and is limited to one single family residence and ancillary structures. Any such development may not be constructed within an SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement.

Encumbrances

There are two oil, gas and mineral reservations outstanding on a portion of the property. The Department of Environmental Protection’s Florida Geological Survey staff has completed a desktop review of the property and determined the likelihood of profitable mining in these areas to be extremely low. The appraisers considered the outstanding oil, gas and mineral rights in their final value and determined these rights to have no impact on the value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

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

Comprehensive Plan

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

(Attachment 8F, Pages 1-86)

RECOMMEND: APPROVAL

**Item 8G French Golden Gate, LLC Option Agreement/ French Golden Gate/ FDACS/
 Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 2,718.40 acres within the French Golden Gate project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from French Golden Gate, LLC, a Florida limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: DeSoto

LOCATION: Portions of Section 04 through 08, Township 37 South, Range 26 East, in DeSoto County

CONSIDERATION: \$10,600,000

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED</u> <u>VALUE</u> | <u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u> | <u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u> | <u>OPTION</u> <u>DATE</u> |
|-------------------------|--------------|---------------------------|----------------------------|---------------------------------|--|---|--------------------------------|
| | | <u>(06/12/24)</u> Marr | <u>(06/12/24)</u> Jones | | | | |
| French Golden Gate, LLC | 2,718.40 | \$9,725,000 | \$10,600,000 | \$10,600,000* | \$24,471,600** | \$10,600,000*** (100%) | 120 days after BOT approval |

*Fee value was determined to be \$17,125,000 and \$17,400,000.
 **Property was purchased December 11, 2014.
 ***The purchase price for the rural lands protection easement is \$3,899 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2023 approved list. If approved, this project will be the 101st perpetual easement proposed for acquisition, with a total of approximately 170,467.09 acres preserved under the RFLPP. If approved, this will complete 40 percent of the project acquisition.

Project Description

This project contains 6,893 acres of mainly open pastures and fields used for cow/calf ranching and row crop farming interspersed with numerous wetlands and flatwoods in northern DeSoto County. The property is located in the upper Peace River watershed, about five miles from the Peace River, where surface water from the southern portions of the property flows to Joshua Creek. The surrounding area is cropland and pasture with Joshua Creek adjacent to the eastern boundary. The farming operation rotates crops of watermelon, cucumbers, and hay, and includes fire-maintained slash pine flatwoods that support abundant native plant species. The northern and western portions of the property drain toward Sandy Gully and Fish Branch Creeks. A total of 1,238 acres are in wetlands that provide water storage, water quality, and habitat benefits. The project site is enrolled in the FDACS Best Management Practices (BMP) program, and it is located almost entirely within the Florida Wildlife Corridor.

Item 8G, cont.

Property Description

The proposed acquisition consists of the southern 2,718.40 acres of the entire 6,893-acre project and is situated about five miles north of the Bright Hour Watershed property owned by Southwest Florida Water Management District and contains numerous wetlands and wet prairie. The upland communities are primarily mesic flatwoods that support a wide range of wildlife including game species and 20 native plant and animal species of conservation interest, including the Florida panther. The majority of row crops are on the subject property along with a portion of the cow/calf operation. It is anticipated that the remainder of the property will be put under a rural lands easement within the next two years.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash, garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;

Item 8G, cont.

- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights: (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated 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;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written

Item 8G, cont.

approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;

- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, and horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement’s purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to subdivide the Property into not more than two individual parcels of not less than approximately 1,000 acres each. There shall be no further subdivision of the Property;
- Grantor reserves two building envelopes, and the right, to develop up to 15,000 square feet of impervious surfaces for residential purposes. The Building Envelope will not exceed 10 contiguous acres and is limited to one single-family residence and ancillary structures within the Building Envelope. Any such development may not be constructed within an SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement.

Encumbrances

There is an oil, gas and mineral reservations outstanding on a portion of the property. The Department of Environmental Protection’s Florida Geological Survey staff has completed a desktop review of the property and determined the likelihood of profitable mining in these areas to be low. The appraisers considered the outstanding oil, gas and mineral rights in their final value and determined these rights to have no impact on the value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

Mortgages and Liens

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

Closing Information

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

Item 8G, cont.

Monitoring Agency

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

Comprehensive Plan

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

(Attachment 8G, Pages 1-86)

RECOMMEND: **APPROVAL**

Item 8H **Montsdeoca Ranch Inc. Option Agreement/ Montsdeoca Ranch/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 4,691.93 acres within the Montsdeoca Ranch project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from Montsdeoca Ranch Inc., a Florida corporation; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Highlands

LOCATION: Portions of Section 01 through 04, 09 through 12, 14 through 16, and 22 Township 35 South, Range 31 East; and Portions of Sections 26, 27, 34, and 35 Township 34 South, Range 31 East, in Highlands County

CONSIDERATION: \$15,000,000

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED VALUE</u> | <u>SELLER'S PURCHASE PRICE</u> | <u>TRUSTEES' PURCHASE PRICE</u> | <u>OPTION DATE</u> |
|------------------|--------------|------------------------|-------------------------|-----------------------|--------------------------------|---------------------------------|-----------------------------|
| | | <u>Marr (06/12/24)</u> | <u>Jones (06/12/24)</u> | | | | |
| Montsdeoca Ranch | 4,691.93 | \$14,070,000 | \$15,000,000 | \$15,000,000* | \$** | \$15,000,000*** (100%) | 120 days after BOT approval |

*Fee value was determined to be \$25,800,000 and \$25,800,000.
 **Property has been owned by members of the same family for over 108 years.
 ***The purchase price for the rural lands protection easement is \$3,197 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2023 approved list. If approved, this project will be the 102nd perpetual easement proposed for acquisition,

Item 8H, cont.

with a total of approximately 175,159.02 acres preserved under the RFLPP. If approved, this will complete the project acquisition.

Project Description

This is a cattle ranch along the Kissimmee River comprised mostly of pasture with isolated wetlands and small pine flatwoods. It is adjacent to water management district land on the northeast and would provide an additional upland buffer to the river and adjacent wetlands. It is also located within the Avon Park Air Force Range Sentinel Landscape and the Everglades Headwaters National Wildlife Refuge and Conservation Area. The property includes approximately 3,900 acres of improved pasture and 800 acres of native grasslands or range. The owner runs primarily a cow-calf operation and maintains a herd of about 960 head including 900 brood cows. Montsdeoca Ranch has been owned by members of the same family for over 108 years. Surrounding lands are pasture, wetlands, and citrus, with development to the west around the town of Lorida. The project site is enrolled in the FDACS Best Management Practices (BMPs) program, and the project is located within the Florida Wildlife Corridor.

Property Description

The largest natural areas of the property are located along the eastern boundary, which borders the Kissimmee River floodplain. Upland habitat includes live oak hammocks with a palmetto understory and shrublands with gallberry, lyonia, palmetto, and oak. There are forested wetlands embedded within the hammocks and in sloughs that drain toward the floodplain. Isolated wetlands, mostly herbaceous, are scattered throughout the property. The property supports a wide range of wildlife species, including game species like turkey, deer, and various wading birds. Listed species on the property include Crested Caracara, Florida Burrowing Owl, and Eastern Indigo Snake. This property is also likely to support the Florida grasshopper sparrow and other rare dry prairie species. Areas to the west of the property are projected to develop by 2024 according to the UF development projections.

Prohibited Uses

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

Item 8H, cont.

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

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

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated 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;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency;

Item 8H, cont.

- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, and horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to subdivide the Property into not more than three individual parcels of not less than approximately 1,500 acres each. Grantor shall provide legal descriptions for the three parcels upon subdivision of the Property. There shall be no further subdivision of the Property which is the subject of this Easement. It is understood by Grantor and Grantee that, if any or all of the three parcels are conveyed to Grantor's family members, the conveyances shall not be subject to the provisions of Article IX, Paragraph G.1;
- Grantor reserves three building envelope, and the right, after giving notice to Grantee, to develop within the envelope up to 15,000 square feet of impervious surfaces for residential purposes. The Building Envelope will not exceed 10 contiguous acres and is limited to one

Item 8H, cont.

single-family residence and ancillary structures within the Building Envelope. Any such development may not be constructed within an SNA; and

- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement.

Encumbrances

There are two oil, gas, and mineral reservations outstanding on a portion of the property. The Department of Environmental Protection’s Florida Geological Survey staff has completed a desktop review of the property and determined the likelihood of profitable mining in these areas to be low. The appraisers considered the outstanding oil, gas, and mineral rights in their final value and determined these rights to have no impact on the value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

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

Comprehensive Plan

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

(Attachment 8H, Pages 1-85)

RECOMMEND: APPROVAL

**Item 8I One Nine Cattle Company, Inc. Option Agreement/ One Nine Cattle/ FDACS/
Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 2,787.57 acres within the One Nine Cattle project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection

Item 8I, cont.

Program (RFLPP) from One Nine Cattle Company, Inc., a Florida corporation; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Okeechobee

LOCATION: Portions of Section 04, through 08, Township 35 South, Range 33 East, in Okeechobee County

CONSIDERATION: \$10,310,000

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED VALUE</u> | <u>SELLER'S PURCHASE PRICE</u> | <u>TRUSTEES' PURCHASE PRICE</u> | <u>OPTION DATE</u> |
|-----------------|--------------|---------------------|----------------------|-----------------------|--------------------------------|---------------------------------|-----------------------------|
| | | Marr (06/26/24) | String (06/26/24) | | | | |
| One Nine Cattle | 2,787.57 | \$10,310,000 | \$9,750,000 | \$10,310,000* | \$** | \$10,310,000*** (100%) | 120 days after BOT approval |

*Fee value was determined to be \$17,560,000 and \$17,425,000.
 **Property was inherited from family members in 1973.
 ***The purchase price for the rural lands protection easement is \$3,698 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2023 approved list. If approved, this project will be the 103rd perpetual easement proposed for acquisition, with a total of approximately 177,946.59 acres preserved under the RFLPP. If approved, this will complete the project acquisition.

Project Description

This is a 2,787.57-acre cattle operation located within the Everglades Headwaters National Wildlife Refuge and Conservation Area and the Avon Park Air Force Range Sentinel Landscape in Okeechobee County. One Nine Cattle is a family-run cattle operation. Seven generations of the Bass Family have ranched this land. They also lease out land to farmers for green beans and watermelon. The composition of One Nine Cattle Ranch is primarily improved pasture with sparse tree cover and various bottomlands. The protection of this property is a natural extension of the protected lands occurring in the Northern Okeechobee Watershed and would benefit a variety of wide-ranging species. The project site is enrolled in the FDACS Best Management Practices (BMP) program. The property is located within the Florida Wildlife Corridor.

Property Description

This property features pasture with patches of dry prairie, scattered isolated marshes, and riparian wetlands along Ash Slough and its tributaries running through the property. It is adjacent to the Corona Ranch Conservation Easement to the north and west. Surrounding land uses are similar

Item 8I, cont.

pasture and wetlands, with a sparsely developed low-density residential area to the northeast. Species known to occur on the property as reported by the landowner include the state threatened Florida burrowing owl, gopher tortoise (*Gopherus polyphemus*), and the federally endangered eastern indigo snake (*Drymarchon couperi*). Improved pastures function as important links for wide-ranging species such as the eastern indigo snake, Florida black bear (*Ursus americanus floridanus*), and Florida panther (*Puma concolor coryi*).

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;

Item 8I, cont.

- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated 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;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgage's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;

Item 8I, cont.

- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, and horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by the Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement’s purposes. Existing utilities may be repaired at their current location; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement.

Encumbrances

There are two oil, gas and mineral reservations outstanding on a portion of the property. The Department of Environmental Protection’s Florida Geological Survey staff has completed a desktop review of the property and determined the likelihood of profitable mining in these areas to be low. The appraisers considered the outstanding oil, gas and mineral rights in their final value and determined these rights to have no impact on the value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

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

Comprehensive Plan

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

Item 8I, cont.

(Attachment 8I, Pages 1-108)

RECOMMEND: APPROVAL

**Item 8J Peoples Family Ranch, LLC, Option Agreement/ Peoples Family Ranch/ FDACS/
 Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 6,123 acres within the Peoples Family Ranch project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from Peoples Family Ranch, LLC, a Florida limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Glades

LOCATION: Portions of Sections 02 through 05, 07 through 11, and 14 through 18, Township 42 South, Range 31 East, in Glades County

CONSIDERATION: \$21,430,000

| <u>PARCEL</u> | <u>ACRES</u> | APPRAISED BY | | <u>APPROVED</u> <u>VALUE</u> | SELLER'S <u>PURCHASE</u> <u>PRICE</u> | TRUSTEES' <u>PURCHASE</u> <u>PRICE</u> | <u>OPTION</u> <u>DATE</u> |
|---------------------------------|--------------|--------------------|----------------------|---------------------------------|---|--|--------------------------------|
| | | Marr (04/12/24) | String (04/12/24) | | | | |
| Peoples Family Ranch, LLC | 6,123 | \$21,430,000 | \$19,300,000 | \$21,430,000* | \$** | \$21,430,000*** (100%) | 120 days after BOT approval |

*Fee value was determined to be \$33,675,000 and \$33,075,000.
 **Property was inherited.
 ***The total purchase price for the rural lands protection easement is \$3,499 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2023 approved list. If approved, this project will be the 104th perpetual easement proposed for acquisition, with a total of approximately 184,069.59 acres preserved under the RFLPP. If approved, this will complete the project acquisition.

Project Description

This is a 6,123-acre cattle ranch consisting of large expanses of pasture with small inclusions of natural non-forested uplands, non-forested wetlands, and forested uplands. Surrounding lands are

Item 8J, cont.

undeveloped pasture, planted timber, and croplands with large forested and non-forested wetlands present to the west. Crested caracara was documented on site in 1989, and suitable habitat still exists. This property overlaps a strategic corridor within the Florida Ecological Greenways Network and is within the Florida Wildlife Corridor. The property contains suitable habitat Florida panther, and Florida scrub-jay which have been documented in the vicinity. The project site is enrolled in the FDACS Best Management Practices (BMP) program. It is located within the Florida Wildlife Corridor.

Property Description

The dominant land and cover found within the property is improved pasture that sustains a cow/calf operation. This land cover is composed of Bahia grass with interspersed native grasses and forbs; some pastures are better classified as semi-native pastures. Acreage of improved pasture found along the southern boundary of the property is harvested for sod, with the pastures being drained by a set of ditches. Mesic flatwoods with pockets of scrub and scrubby flatwoods are found on the northwestern corner of the property. These natural communities are in natural condition but appear heavily vegetated due to lack of fire. Interspersed marshes found within the property retain some of their native composition.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller’s earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor’s behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within

Item 8J, cont.

a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;

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

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated 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;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property

Item 8J, cont.

for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;

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

Encumbrances

There are five outstanding oil, gas, and mineral exceptions over the property that have no rights of entry. The Department of Environmental Protection’s Florida Geological Survey staff has completed a desktop review of the property and determined the likelihood of profitable mining in these areas to low. The appraisers considered the outstanding oil, gas and mineral rights in their final value and determined these rights to have no impact on the value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

Mortgages and Liens

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

Item 8J, cont.

Closing Information

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

Monitoring Agency

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

Comprehensive Plan

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

(Attachment 8J, Pages 1-85)

RECOMMEND: APPROVAL

**Item 8K **Overstreet Ranching, LTD Option Agreement and Kissimmee Prairie, LLC
Option Agreement/ Overstreet Ranch/ FDACS/ Rural and Family Lands
Protection Program****

REQUEST: Consideration of (1) two option agreements to acquire two perpetual rural lands protection easements over approximately 4,204.59 acres within the Overstreet Ranch project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from Overstreet Ranching, LTD, a Florida limited partnership; and Kissimmee Prairie, LLC, a limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Osceola

LOCATION: Portions of Sections 01 through 05, 08 through 17, 20 through 24, 26 through 28, 33, and 34, Township 12 South, Range 16 East; Portions of Sections 07 and 18, Township 12 South, Range 17 East; and Portions of Section 04, Township 13 south, Range 16 East, in Osceola County

Item 8K, cont.

CONSIDERATION: \$23,850,000

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED VALUE</u> | <u>SELLER'S PURCHASE PRICE</u> | <u>TRUSTEES' PURCHASE PRICE</u> | <u>OPTION DATE</u> |
|-----------------------------|-----------------|------------------------------|-----------------------------|---------------------------|--|---|--------------------------------|
| | | <u>Holden (06/26/24)</u> | <u>Jones (06/26/24)</u> | | | | |
| Overstreet Ranching, LTD | 2,657.08 | \$14,700,000 | \$14,500,000 | \$14,700,000* | \$** | \$14,700,000 (100%) | 120 days after BOT approval |
| Kissimmee Prairie, LLC | 1,547.51 | \$8,900,000 | \$9,150,000 | \$ 9,150,000* | \$** | \$9,150,000 (100%) | 120 days after BOT approval |
| TOTAL | 4,204.59 | \$23,600,000 | \$23,650,000 | \$23,850,000 | | \$23,850,000 | |

*Fee value was determined to be \$24,000,000 and \$22,050,000; and \$14,000,000 and \$13,850,000.

** Property has been family-owned and operated for six generations.

***The total purchase price for the rural lands protection easements are \$5,672 per acre.

STAFF REMARKS: These two acquisitions were negotiated by FDACS under its RFLPP from the 2023 approved list. If approved, this project will be the 105th and 106th perpetual easement proposed for acquisition, with a total of approximately 188,274.18 acres preserved under the RFLPP. There is one additional ownership entity consisting of approximately 620.22 acres under contract with Wilma Overstreet Irrevocable Trust No. One, dated May 30, 1997, that will be processed under RFLPP statutory authority. If this item is approved, all the ownerships will close simultaneously and complete the project acquisition.

Project Description

This is a 4,980-acre large-scale cattle ranch on the eastern shore of Lake Kissimmee and adjacent to Three Lakes Wildlife Management Area. It is located within the Avon Park Air Force Range Sentinel Landscape, and in the Everglades Headwaters National Wildlife Refuge and Conservation Area. The Overstreet family began ranching in Florida before the Civil War. Six generations of the Overstreet Family have ranched on this property. The property in this application is run primarily as a cow-calf operation. The Overstreet family also farms a citrus grove and sod operation on the property. The project site is enrolled in the FDACS Best Management Practices (BMP) program and is located within the Florida Wildlife Corridor.

Property Description

This property is mostly pasture interspersed with small depression marshes. It includes patches of dry prairie and corridors of mesic hammocks in low-lying areas, with a citrus grove in the southwest and crops in the northeast corner. Surrounding lands are pasture to the north, dry prairie, flatwoods, and wetlands to the east and south, and Lake Kissimmee to the west. Caracara, Florida burrowing owl, and bald eagle have been documented on-site. This community can provide habitat for a variety of imperiled species including the eastern indigo snake, eastern diamondback, Florida panther, Florida black bear, and snail kite that is known to occur in the vicinity. The property serves in some small capacity as upland buffer for Lake Kissimmee and the Kissimmee River. This property overlaps a strategic corridor within the Florida Ecological Greenways Network.

Prohibited Uses for both property entities:

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes,

Item 8K, cont.

abandoned vehicles, appliances, machinery, or similar material is prohibited;

- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights for both property entities:

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated

Item 8K, cont.

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;

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

Item 8K, cont.

the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement’s purposes. Existing utilities may be repaired at their current location;

- **For Overstreet Ranching, LTD only**, Grantor reserves one building envelope, and the right, after giving notice to Grantee, to develop within the envelope up to 15,000 square feet of impervious surfaces for residential purposes. The building envelope will not exceed five contiguous acres and is limited to one single family residence and ancillary structures within the building envelope. Any such development may not be constructed within an SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement.

Encumbrances

There are three outstanding oil, gas, and mineral exceptions that cover both properties. The Department of Environmental Protection’s Florida Geological Survey staff has completed a desktop review of the property and determined the likelihood of profitable mining in these areas to be low. The appraisers considered the outstanding oil, gas and mineral rights in their final value and determined these rights to have no impact on the value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

Mortgages and Liens

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

Closing Information

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

Monitoring Agency

These perpetual rural lands protection easements will be monitored by the RFLPP.

Comprehensive Plan

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

(Attachment 8K, Pages 1-152)

RECOMMEND: APPROVAL

**Item 8L Thelma C. Raley, Inc. Option Agreement/ Raley Grove-Florida Highlands/
 FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 417.79 acres within the Raley Grove-Florida Highlands project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from Thelma C. Raley, Inc., a Florida corporation; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Polk

LOCATION: Portions of Sections 28, 33, and 34, Township 28 South, Range 27 East, in Polk County

CONSIDERATION: \$8,500,000 (\$1,500,000 of the acquisition costs may be provided by Polk County for third party enforcement rights over easement.)

| <u>PARCEL</u> | <u>ACRES</u> | APPRAISED BY | | APPROVED <u>VALUE</u> | SELLER'S <u>PURCHASE</u> <u>PRICE</u> | TRUSTEES' <u>PURCHASE</u> <u>PRICE</u> | OPTION <u>DATE</u> |
|-----------------------------------|--------------|----------------------|-----------------------|--------------------------|---|--|--------------------------------|
| | | String (04/12/24) | Catlett (04/12/24) | | | | |
| Raley Grove- Florida Highlands | 417.79 | \$8,500,000 | \$7,710,000 | \$8,500,000* | \$** | \$8,500,000*** (100%) | 120 days after BOT approval |

*Fee value was determined to be \$13,350,000 and \$12,535,000.
 **Property was inherited.
 ***The Board of Trustees' purchase price may be reduced to \$7,000,000 as a result of receiving a contribution from Polk County in the amount of \$1,500,000. The total purchase price for the rural lands protection easement is \$20,345 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2023 approved list. If approved, this project will be the 107th perpetual easement proposed for acquisition, with a total of approximately 189,312.19 acres preserved under the RFLPP. If approved, this will complete the project acquisition.

Project Description

This project is a 418-acre citrus operation with a small section of improved pasture. This property is approximately two-thirds in citrus grove and one-third in pasture with several large wetlands/ponds. No conservation lands or Florida Forever projects are nearby. The surrounding area is primarily citrus grove and pasture but also includes lakes Annie, Ada, and Josephine. Some residential development is near the northeast boundary and many areas to the north and south are projected to be developed by 2040 in the UF development projections. The project site is enrolled in the FDACS Best Management Practices (BMP) program and is located within the Florida Wildlife Corridor.

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Property Description

The property has long been owned by the Raley family and used in citrus production. Citrus groves occupy approximately 220 acres of the property. Stands of trees range between 2 and about 30 years old. About 70 percent of the trees produce the Valencia variety and 30 percent produce Hamlins. The groves are irrigated and well maintained. In addition, about 25 acres have been planted in peaches and about 100 acres in the southern portion of the property have improved pasture under short-term lease for cattle production.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller’s earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor’s behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);

Item 8L, cont.

- Mitigation banks not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated 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;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written

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- approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
 - The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, and horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
 - The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement’s purposes. Existing utilities may be repaired at their current location;
 - Grantor reserves the right to subdivide the Property into not more than three individual parcels of not less than five acres each. There shall be no further subdivision of the Property which is the subject of this Easement. If any or all of the three parcels are conveyed to Grantor’s family members, the conveyances shall not be subject to the provisions of Article IX, Paragraph G.1;
 - Grantor reserves the right to build three residential building envelope, up to 10,000 square feet of impervious surfaces for each. Each building envelope will not exceed five contiguous acres and is limited to one single family residence and ancillary structures within the building envelope. Any such development may not be constructed within an SNA; and
 - The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement.

Encumbrances

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

Mortgages and Liens

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

Closing Information

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

Item 8L, cont.

Monitoring Agency

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

Comprehensive Plan

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

(Attachment 8L, Pages 1-117)

RECOMMEND: **APPROVAL**

Item 8M **Keith Edwin Whaley Option Agreement/ Keith Whaley Ranch / FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 3,382 acres within the Keith Whaley Ranch project of the Florida Department of Agriculture and Consumer Services’ (FDACS) Rural and Family Lands Protection Program (RFLPP) from Keith Edwin Whaley and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Madison

LOCATION: Portions of Section 13 and 14, 22 through 27, 35, and 36, Township 01 North, Range 06 East; and Portions of Section 19, Township 01 North, Range 07 East, in Madison County

CONSIDERATION: \$6,257,900

| <u>PARCEL</u> | <u>ACRES</u> | <u>APPRAISED BY</u> | | <u>APPROVED VALUE</u> | <u>SELLER’S PURCHASE PRICE</u> | <u>TRUSTEES’ PURCHASE PRICE</u> | <u>OPTION DATE</u> |
|--------------------|--------------|---------------------------|----------------------------|-----------------------|--------------------------------|---------------------------------|-----------------------------|
| | | <u>Carlton (08/28/24)</u> | <u>Griffith (08/28/24)</u> | | | | |
| Keith Edwin Whaley | 3,382 | \$6,257,900 | \$6,088,000 | \$6,257,900* | \$8,418,600** | \$6,257,900*** (100%) | 120 days after BOT approval |

*Fee value was determined to be \$11,500,000 and \$11,161,000.
 **Property was purchased April 27, 2022.
 *** The total purchase price for the rural lands protection easement is \$1,850 per acre.

Item 8M, cont.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2023 approved list. If approved, this project will be the 108th perpetual easement proposed for acquisition, with a total of approximately 192,694.19 acres preserved under the RFLPP. If approved, this will complete the project acquisition.

Project Description

This 3,382-acre cattle ranch near the Aucilla River consists of timber plantation with extensive wetlands. It is mostly contained within the Aucilla/Wacissa Watershed Florida Forever project. Surrounding lands are pasture, timber, and wetlands. Areas north of the property along U.S. 90 are projected to develop by 2040 in the UF development projections. The project site is enrolled in the FDACS Best Management Practices (BMP) program. The property partially overlaps the Florida Wildlife Corridor.

Property Description

Timber production has been the primary use on the property. Approximately 1,230 acres are in pine plantation and another 480 acres are in other upland forest types. The owners have raised cattle on the property and anticipate the expansion of that use. The owners are in the process of converting some pine plantations to plant forage crops for cattle. Wetlands occupy approximately 1,508 acres.

Prohibited Uses

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

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more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;

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

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated 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;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgage's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property

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for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;

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

Encumbrances

There are two oil, gas, and mineral exceptions over the property. The Department of Environmental Protection’s Florida Geological Survey staff has completed a desktop review of the property and determined the likelihood of profitable mining in these areas to be low. The appraisers considered the outstanding oil, gas and mineral rights in their final value and determined these rights to have no impact on the value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

Mortgages and Liens

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

Item 8M, cont.

Closing Information

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

Monitoring Agency

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

Comprehensive Plan

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

(Attachment 8M, Pages 1-98)

RECOMMEND: APPROVAL
