

## 2023 RFLPP Ranked Projects

Property Name	County	Owner Name	Estimated Total Land Area	Operation	Ranking
Trailhead Blue Springs LLC	Levy	Trailhead Blue Springs LLC	12,098	Cow/Calf, Silviculture	1
Anderson Land and Timber Otter Creek	Dixie	Anderson Land & Timber Company	12,000	Silviculture	2
Pines of Avalon	Jefferson	Pines of Avalon, LLC and Avalon Plantation, LLC	8,665	Silviculture	3
Eight Mile Properties LLC	Dixie	Eight Mile Properties LLC	5,737	Silviculture	4
Montsdeoca Ranch	Highlands	Montsdeoca Ranch, Inc	5,325	Cow/Calf	5
Bull Hammock Ranch	Martin	Bull Hammock Ranch, Ltd, Spur Land and Cattle, LLC; Ru-Mar Inc	7,310	Cow/Calf, Row/Irrigation	6
Remlap Ranch	Okeechobee	Palmer, Steve & Palmer, Jennifer Smith	6,706	Cow/Calf	7
Peeples Family Ranch	Glades	Peeples Family Ranch, LLC James R Peeples	6,212	Cow/Calf	8
Crestview Tract	Walton	Lanier J Edwards	3,009	Silviculture	9
Hard Labor Creek	Washington	Ted S. Everett	2,424	Silviculture	10
French Golden Gate	De Soto	French Golden Gate, LLC	6,874	Cow/Calf, Row Crops, Hay	11
Keith Whaley Ranch	Madison	Keith E. Whaley, Kip E. Whaley and Shannon M. Whaley Whitston as Co-Trustees of the Cecile, Whaley	3,317	Silviculture	12
One Nine Cattle	Okeechobee	One Nine Cattle Co Inc.	2,788	Cow/Calf, Beans, Watermelons	13
Tumlin Terwillegar Properties	Alachua, Bradford, Clay, Putnam	Tumlin Terwillegar Properties Inc	2,732	Silviculture	14
Overstreet Ranch	Osceola	Overstreet Ranching LTD, Wilma Overstreet Irev Trust No. One, Kissimmee Prairie LLC	4,980	Cow/Calf, Sod, Citrus	15
Patricia Flanders Trust	Putnam	Patricia J. Flanders Living Trust	1,163	Silviculture	16
4 G Ranch East	Pasco	4G Ranch, LLC Stewart Gibbons	1,801	Cow/Calf, Silviculture, Apiculture	17
Stage Coach Ranch	Pasco, Hernando	Massey Partners Ltd., Turpentine Properties LLC, Turpentine Land LLC	2,356	Cow/Calf, Silviculture, Hay	18
Drew Sandhill Ranch	Suwannee	Georgina Drew, Personal Representative of Isabella Marsella and Drew Legacy Foundation, Inc.	632	Cow/Calf, Row/Irrigation	19

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Double Eagle Ranch	Volusia	Dann Ranch, LLC; Dann Ranch North Land Trust; Dann Cattle Company, Incorporated (f/k/a Hamlin-Dann C	1,100	Cow/Calf, Silviculture	20
Double Bar B Ranch	Volusia	A.W. Baylor Family LP	3,595	Cow/Calf, Silviculture	21
TNT Farm Stonestreet	Volusia	James F. Stonestreet Rev. Trust	372	Silviculture	22
Double C Ranch	Flagler	Charles H Cowart, Jr.	3,440	Cow/Calf, Sod, Silviculture	23
Bearadice	Volusia	Gary Wisniewski	69	Silviculture	24
D&D Ranch	Lake	Smoak Family Holdings, LLC & Daniel and Dell Ellis	1,308	Cow/Calf, Sod, Hay	25
Walkup Timber Company, LLC	Volusia	Walkup Timber Company, LLC	100	Silviculture	26
Phillips Ranch	Flagler	Timothy William, William Tod Phillips	3,000	Cow/Calf	27
Tilton Family Farm	Putnam, Flagler	John and Shirley Tilton	2,403	Silviculture, Cow/Calf, Pasture, Row Crops, Apiculture	28
Singleton Family Farm	St. Johns, Flagler, Putnam	Stephen J. and April Singleton	717	Potatoes, Cover Crops	29
JB Ranch	Collier	Sunniland Family Limited Partnership & JB Ranch I, LLC	6,657	Cow/Calf, Silviculture, Row Crops, Apiculture	30
Hall's Tiger Bay Ranch	De Soto	M. Lewis Hall III, M. Lewis Hall, Jr.	5,928	Cow/Calf, Hydroponics	31
Adams Ranch	Osceola	Adams Ranch Inc.	24,027	Cow/Calf	32
St. Marks Crossing, LLC	Leon	St. Marks Crossing, LLC	373	Silviculture	33
Ridgewood Ranch	Osceola	Boardroom Holdings LLC	3,200	Cow/Calf	34
Blue Cypress Lake Ranch, Inc.	Indian River	Charles J. Hansen Trust, Charles J. Hansen, Trustee	674	Cow/Calf Pasture	35
Southport Ranch	Osceola	Southport Ranch, LLC	4,120	Cow/Calf	36
Williams Property	Levy	Williams Heritage LLLP; Williams Family Investments LLC; Williams, Thomas W Jr; Williams, Thomas W J	3,751	Cow/Calf, Row/Irrigation, Silviculture	37
Mabry Carlton Ranch, Inc.	Sarasota	Mabry Carlton Ranch, Inc.	2,560	Cow/Calf	38
Florida Commission Company Ranch	Highlands	Joseph B. Cherry & Suzanne Rucks	2,309	Cow/Calf	39
Roberson Ranch	Osceola	The John and Kathryn Roberson Revocable Trust Dated March 30, 2020 c/o John Roberson, Co-Trustee	1,462	Cow/Calf, Silviculture, Hay	40

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Kip Whaley Ranch	Madison	Edwin Whaley, Kip E. Whaley and Shannon M. Whaley Whitston as Co-Trustees of the Cecile Whaley Jr Li	2,330	Cow/Calf, Silviculture	41
Deer Park Ranch North	Brevard	Deer Park Ranch Ltd.	3,144	Cow/Calf, Silviculture	42
Adams Ranch, Inc.	St. Lucie	Adams Ranch, Inc.; ARCCO of St. Lucie, LLC	12,363	Cow/Calf, Sod, Citrus	43
Triple S Ranch	Okeechobee	Alfred W and Dan C. Scott	7,053	Cow/Calf	44
Adams Alapaha Ranch	Hamilton	John Anthony Adams	640	Cow/Calf, Silviculture	45
Cannon Family Farm	Marion	Ronald D. and Sarah F. Cannon	440	Fruit, Vegetables, Cow/Calf, Hay	46
Micco Bluff Ranch	Okeechobee	Micco Bluff Ranch, LLC; Gwendolyn Chandler, ETAL	2,150	Cow/Calf	47
Land West Holdings LLC	Gilchrist	Land West Holdings LLC	869	Silviculture	48
Sleepy Creek Ranch	Marion	Frank Stronach Sleepy Creek Lands, LLC	14,500	Cow/Calf, Row Crops, Silviculture	49
Todd Clemens Unit One	Okeechobee	Todd Clemons Family LLC, Matthew Todd Clemons Trust	1,922	Cow/Calf, Citrus	50
FX Bar Ranch	Polk	W. R. Fewox, Jr., Joyce M. Fewox & FX Bar Ranch, Inc.	1,246	Cow/Calf, Exotic Animals	51
Thomas Harris Family Trust	Putnam	Thomas Harris Family Trust	210	Silviculture	52
Rocking Bar W Ranch LLC	Hardee	Wayne & Lucy Anne Collier	980	Cow/Calf	53
Williamson Cattle Company (EAST)	Okeechobee	Williamson Cattle Company	2,996	Cow/Calf	54
Button Pond Farm	Madison	John Cruce	3,444	Citrus, Silviculture	55
Welanee Plantation	Okaloosa	The H.T.L. Family Limited Partnership; Edwin Henry	7,190	Silviculture	56
Perry Smith Family Ranch and Timberland	Highlands	Perry C. Smith	2,100	Silviculture, Potatoes, Cabbage, Cow/Calf	57
Blackbeard's Ranch	Manatee	James Strickland	4,530	Cow/Calf	58
Florida Timberlands	Putnam	Florida Timberlands, LLC	317	Silviculture	59
Fig Lake Preserve LLLP	Marion	Fig Lake Preserve LLLP	1,412	Silviculture	60
Double C Bar Ranch	Osceola	Chapman Ranch Properties LLC, Chapman Land Corp., James C. & Leslie C. Chapman	4,128	Cow/Calf	61
Rocky Comfort Ridge	Gadsden	Rocky Comfort Ridge LLC	588	Silviculture	62
Dark Hammock Legacy Ranch	Highlands	Dark Hammock Legacy Ranch, LLC	2,038	Cow/Calf, Sod, Row Crops	63
Etoniah Creek Tract	Putnam	Ernest Cremer and Sandra Cremer	387	Cow/Calf, Silviculture	64

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Thayendanegea Timber	Baker	THayendanegea Timber, LLC	1,783	Silviculture	65
Ryals Citrus & Cattle	Charlotte	Ryals Citrus and Cattle	4,099	Cow/Calf, Melon	66
Dale Wright Farm	Marion	Wright Dale S Rev LVG Trust	720	Silviculture, Cow/Calf, Grazing	67
MAS Pines	Madison	MAS Pines LLC	615	Silviculture	68
Welaka Ranch	Putnam	St. Johns Trading Company, Inc., et al	8,807	Silviculture	69
Camp Calypso	Citrus	John and Tammy Culbreth	60	Natural Area	70
Bar-B Ranch	Martin	Bar-B Ranch, Inc.	1,910	Cow/Calf, Hay	71
Square One Ranch	Highlands	Daphne Waldron	1,564	Sod, Grazing	72
Deer Park Ranch South	Brevard	Deer Park Ranch Ltd.	1,640	Cow/Calf, Silviculture	73
Palustris Partners LLC	Madison	Larry Perrin	421	Silviculture	74
Keene Farm Trust	Jackson	William Neil Keene Jr	464	Silviculture, Peanuts	75
Asphalt Watermelon Farms (Colson & R. J. Douglas prop)	Gilchrist	Asphalt Watermelon Farms LLC	360	Watermelons, Hay	76
Croley Cattle Company	Gadsden	Douglas M. & Dianne M Croley and B & K Farms, Inc.	475	Cow/Calf, Silviculture	77
Spurlin Farm	Clay	Spurlin Gerald Lindsey Trustee - Gerald Lindsey Spurlin Revocable Living Trust	600	Silviculture	78
Christmas Creek Ranch, LLC	Orange	Dykes Everett	164	Cow/Calf, Silviculture, Hay, Vegetables, Saw Palmetto Berries, Wildflowers	79
Young Family Farm	Putnam	Cory R. Young, Cory Robert Yong Trust, Devony Carol Harnist Revocable Trust, Robert Lytle Young, III	85	Silviculture	80
Lynn Family Farm	Taylor	Robert and Nell Lynn	515	Silviculture	81
Flanders Boggs	Jackson	Jeff & Linda Flanders	200	Silviculture	82
Beauchamp Place - 200	Gilchrist	Jack & Marsha Cook	200	Vegetables, Improved Pasture	83
Dixie Ranch West	Okeechobee	Family Tree Enterprises Limited Partnership, LLLP; Grazing Kissimmee Lands, LLLP	2,568	Cow/Calf	84
Wheeler Walk-In-Water Ranch	Polk	Wheeler Farms Inc.	2,232	Citrus, Grazing	85
Fair Bluff Ranch	Martin	Fair Bluff, LTD	639	Cow/Calf, Silviculture	86

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Joseph (J.) Neil Keene	Jackson	Joseph (J.) Neil Keene	201	Cotton, Peanuts, Wheat	87
Island Grove	Alachua	Island Grove LLC	757	Blueberry, Silviculture, Nursery	88
Adams Springs Ranch	Madison	Scott & Ngoc Adams; Adams Moon Lake Ranch, LLC; Adams Moon Lake Inv., LLC; Adams Rocky Creek Ranch	1,393	Cow/Calf	89
Finca Vigia	Hendry	Finca Vigia LLC	1,880	Cow/Calf	90
Wesley Family Farm - Historic Hastings Farms	St. Johns	Hastings Farms; Wesley Smith Family Farm	2,042	Broccoli	91
John A. Collins Irr. Trust & Alexander M. Collins III	Marion	John A. Collins Irr. Trust & Alexander M. Collins III	32	Silviculture	92
Headwaters Ranch	Lake, Polk	Michael Babb and Dan Debra	1,003	Cow/Calf, Sod	93
Harrison Cattle LLC	Sarasota	Harrison Cattle LLC, J Kenneth Harrison	1,100	Cow/Calf, Sod	94
Walton 7450 CR 280E	Walton	Robert Lyle Seigler	55	Silviculture, Pasture	95
652 Campbell	Walton	Robert Lyle Seigler	20	Silviculture	96
The Asphalt Watermelon Farms, LLC	Gilchrist	THE ASPHALT WATERMELON FARMS LLC	390	Watermelons, Grazing	97
Flanders Farms	Jackson	Flanders Farms LLC	500	Silviculture	98
Wright Ranch	Gilchrist	Wendell Jerome Wright	910	Cow/Calf, Watermelons	99
Pine Level Farms	Santa Rosa	Jerry Jones, Jerod Jones, Pine Level Farms LLC	1,347	Cow/Calf, Row/Irrigation, Silviculture	100
King Grove	Lake	King Grove Organic Farm, Inc. - successor by merger to the Kent Family Limited Partnership	200	Blueberries	101
Espedeco	Citrus	Charles Larkin III, Marian Larkin et al	806	Silviculture, Hay	102
Alday Family Farms	Jackson	Hilda Alford Alday Revocable Trust owner number 1 & Brandon Carey Alday & Julie Thomas Alday owner 2	486	Row/Irrigation, Silviculture	103
CoHabitat	Putnam	Bjorn Halden Parramoure	82	Improved Pasture	104
Square D Ranch	Hardee	Square D Ranch LTD LLP	1,158	Cow/Calf, Sod	105
Les Que Two Ranch	Alachua	Les Que Two Inc.	518	Cow/Calf	106
Whiskey Rose Farm	Lake	Jazmin I Felix	10	Produce	107
Simpson Acres and Simpson Jr Farms (Quincey)	Gilchrist	Douglas Simpson Sr and Douglas Simpson Jr	38	Hay	108
Coldwater Tract	Santa Rosa	Jerry H Davis	160	Silviculture	109
Lake's Place	Osceola	Lake's Place LLP	1,579	Cow/Calf, Hay	110

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Jackson A. Collins Irr. Trust	Marion	Jackson A. Collins Irr. Trust	27	Silviculture	111
Sweetwater Preserve	Hardee	Sweetwater Preserve LLC, ATP Groves LLC, Camp Sweetwater LLC	1,887	Cow/Calf, Row/Irrigation Crops, Citrus	112
Wetland Preserve Miller Tract	Putnam	Wetland Preserve LLC	752	Silviculture	113
61 Ranch	Highlands	61 Ranch, LLC	1,759	Cow/Calf, Sod, Hay	114
James A. Bailey Revocable Trust	Marion	James A. Bailey Revocable Trust	40	Silviculture	115
Little Pine Ranch	Levy	Little Pine Ranch LLC	930	Silviculture	116
W.A.N.D.E.R.	Sumter	Wendel Martinkovic & Nancy Dwyer	23	Vegetables, Fruit Trees, Grazing	117
C. Winston Bailey, Jr. Trust	Marion	C. Winston Bailey, Jr. Trust	35	Silviculture	118
Blossom Hill	Highlands	Martin J McKenna	80	Citrus	119
Williamson Cattle Company (WEST)	Okeechobee	Williamson Cattle Company	754	Cow/Calf	120
Barco Farms	Citrus	Barco Farms	71	Cow/Calf, Silviculture	121
Wolf Creek Forest Farm	Santa Rosa	J E Golden Limited Family Partnership	591	Row/Irrigation	122
Shady Oaks Ranch and Cattle, LLC	Highlands	Deborah Casey Richards	98	Cow/Calf	123
Meeting House Groves	Putnam	Meetinghouse Groves Inc, James L Padgett Jr, James L Padgett Jr Life Estate, Archambo and Crittende	898	Citrus, Silviculture, Palm Nursery	124
Tilton-Counts Ranch	Putnam	Gina Tilton Counts, Jody Coe Counts, Jett Tilton Counts	1,237	Cow/Calf, Row/Irrigation, Silviculture	125
Charles T. Collins Trust	Marion	Charles T. Collins Trust	11	Silviculture	126
Moon Lake Ranch	Citrus	Scott Adams	857	Cow/Calf, Silviculture	127
Big Swamp Creek	Walton	Joe Johnson, Mary Frymire	214	Natural Area	128
Lazy Rockin' A Ranch	Pasco, Polk	Robert Bradley Alston, Trustee	983	Cow/Calf, Silviculture	129
Ludwig Property	Hardee	Ludwig Land LLC	660	Cow/Calf	130
Buckhorn Ranch	Hardee	T C Prescott LLC and T C Prescott LLC & Smith Clay	1316	Cow/Calf, Watermelons	131
Bishop Family Farm	Jefferson	Benjamin G., Benjamin D., Elizabeth P., Matthew T., Mordaunt Jr., Tonya E. Bishop, & Trent B. Roberts	690	Cow/Calf, Row Crops, Silviculture	132
Decarlo LLC	Levy	Decarlo LLC	277	Silviculture	133
Bentley Ranch	Hardee	Bentley Brahman Ranch Inc	2,621	Cow/Calf, Blueberry, Citrus	134
Holt Agricultural	Alachua	Ray and Nanette Holt	420	Row/Irrigation	135
Howard Cattle Corporation	Hendry	Ivan Howard	1,190	Cow/Calf, Horses	136
Ocala Manufacturing LP	Marion	Ocala Manufacturing LP	1,145	Silviculture	137

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Twin Rivers Ranch	Hamilton	Greg Stafford	212	Row/Irrigation	138
The Asphalt Watermelon Farms LLC (Board Fence)	Gilchrist	Douglas and Cynthia Simpson	80	Hay	139
Ireland Timber	Suwannee	George Ireland	116	Silviculture, Hay	140
Withlacoochee River Ranch	Citrus	Cosmic Mortgage Corp.; JEM Investments, LTD.	596	Cow/Calf, Silviculture	141
River Bend Century Ranch	Citrus	River Bend Century Ranch, LLC	130	Cow/Calf	142
Stevens Land and Cattle	Hardee	Stevens Land & Cattle Company	505	Cow/Calf, Citrus	143
Kneeknowhow-Walters Project	Sarasota	Adam and Rose Bright, dba 4242 CARLTON RD, LLC / Joseph Walters III	43	Cow/Calf, Fruit Trees	144
Sipprell Ranch	Putnam	Madison Sipprell and Clay Sipprell	763	Cow/Calf	145
Circle 'O' Groves	Hardee	Circle "O" Groves	2,473	Cow/Calf, Vegetables, Citrus	146
Fussell's Frozen Food	De Soto	Fussell's Frozen Food Inc	163	Cow/Calf	147
Mare Branch Longleaf Tract	Santa Rosa	J E Golden Limited Family Partnership	664	Row/Irrigation, Silviculture	148
Johnson Family - Peace River Ranch	Hardee	Dale Mabry Johnson	283	Cow/Calf, Hay	149
Peace on Earth Ranch	Hardee	SGK Corporation	182	Cow/Calf, Row Crops, Hay	150
Tina Peters Farm	Walton	Tina M Peters	64	Row/Irrigation	151
Butler Oaks Farm	Highlands	Butler Oaks Farm, Inc.; Robert L. Butler and Pamela H. Butler, as husband/wife and as trustees	1,149	Cow/Calf, Dairy, Improved Pasture, Apiculture	152
Siboney Ranch	Okeechobee	Siboney Ranch, LLC	1,162	Cow/Calf, Cervid	153
Gissy Warm Springs Ranch	Marion	Gissy Warms Springs Ranch LLC	1,308	Hay/Grazing	154
Charlie Creek Marsh	Hardee	7R Ranch LLC; WK Durrance LLC & Gloria R Durrance; J Ned Hancock & Tammy J Hancock; Clemons, Susanne	1,355	Cow/Calf, Citrus	155
Middle Creek Cattle	Walton	Middle Creek Cattle Company	247	Cow/Calf	156
Osceola Pines (Nash Property)	Levy	Nash, John S & Nash, Allison H	565	Silviculture	157
Turkey Creek Land Trust	Walton	Turkey Creek Land Trust	80	Pasture	158
R. Davis Farm & Ranch	Alachua	Roger W. Davis	326	Cow/Calf, Sod, Hay	159
Thomas Timberland	Columbia	Herbert and Lawanda Thomas; Shanda R Hoffman	456	Silviculture	160
Sweetwater Organic Community Farm	Hillsborough	Sweetwater Organic Community Farm INC	6	Apiculture, Produce	161

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C&G Cattle: Fish Branch	Hardee	C & G Cattle Company LLC	791	Cow/Calf	162
Butler Tree Farm	Polk	John Glenn Harrell	160	Tree Nursery	163
Ray Farms	Walton	Edsel & Mandy Ray	30	Pecan, Pasture	164
Tew Family Farm and Ranch	Hillsborough	James Horton Tew	645	Cow/Calf	165
Hammer Residence	Volusia	Brian Hammer	120	Cow/Calf, Silviculture, Gators, Pigs, Poultry, Aquaculture	166
C&G Cattle: Charlie Creek	Hardee	C & G Cattle Company LLC	681	Cow/Calf	167
Harrell Cattle	Suwannee	Robert C Harrell	297	Cow/Calf	168
Stevens Property: The Home Place	Hardee	Stevens, Jane M & McClelland Catherine K Trust / Stevens Jane M & Stevens Charles R Jr.	197	Cow/Calf	169
Lewis Friend Farms Ranch	Indian River	Lewis Friend Farms Inc.	1,088	Silviculture, Cow/Calf	170
Lott Ranch	Highlands	Joe Lott Family, LLLP	960	Cow/Calf	171
Simpson Acres LLC (barn)	Gilchrist	Douglas Simpson Sr and Merry Simpson	225	Watermelons, Grazing, Hay	172
Vero Groves	St. Lucie	Vero Producers, Inc.	1,280	Citrus	173
Camaro Farms	Palm Beach	Robert C. Hatton Inc.	632	Row/Irrigation, Sugar Cane	174
The Darroh Property	Highlands	Doyle E. Carlton, III LLC	2,266	Cow/Calf	175
Johnson Farm	Madison	JM Timberlands, LLC John W. Cruce	153	Citrus, Silviculture	176
Blandford Farm & Ranch	Lake	Blandford Properties I LLC & Blandford Properties II LLC	491	Cow/Calf, Sod, Hay	177
Warren Timberlands	Calhoun	Glenn and Susan Warren	142	Watermelons, Silviculture	178
Albritton's Hart Pasture	Highlands	Hart Pasture LLC (Dale Albritton)	3,219	Cow/Calf	179
Junior Louis Ranch	St. Lucie	Timothy L. Stieren	422	Cow/Calf	180
Mossy Island Ranch	Manatee	Robert and Lori Manning	438	Cow/Calf, Sod, Hay	181
KPB Cattle Company	Osceola	KPB Cattle LLC	882	Cow/Calf	182
Encore Farms	Lake	Scott and Elaine Taylor / SEDA Properties LLC	371	Cow/Calf, Hay	183
Florida Research Center for Agricultural Sustainability, Inc.	Indian River	Florida Research Center for Agricultural Sustainability, Inc.	30	Citrus	184
Ruff Diamond	Okeechobee	Ruff Diamond LLC; Fuller Cattle Co.LLC	1,693	Ranch	185
David C. Hunt and Elizabeth C. Hunt	Polk	David C. Hunt and Elizabeth C. Hunt	76	Cow/Calf	186
Hamrick	Madison	William H. and Billie T. Hamrick	212	Row/Irrigation, Silviculture	187
Tyree Trust	Hamilton	Mary M Tyree Trust c/o Angela T Miller	418	Silviculture, Pasture	188



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Ray Farms Pasture	Walton	Edsel & Mandy Ray	40	Hay	189
Homestead Property	Walton	Randy Joe Johnson	60	Pasture	190
Deep Creek Reserve	Volusia	Deep Creek Reserve, LLC	285	Silviculture, Cow/Calf	191
Wheeler Farms Ortona Grove	Glades	Wheeler Farms Inc.	936	Citrus, Sugar Cane	192
Palmetto Prairie	De Soto	Palmetto Prairie LLC	376	Cow/Calf	193
Cawthon Property	Walton	Crown Investment Properties	120	Silviculture	194
B Bar J Ranch	Polk	Elliott Investments LLC	646	Cow/Calf, Hay	195
Russakis Ranch III	Okeechobee	Russakis Ranch LLC	2,076	Cow/Calf	196
D.T. Davis Ranch	Hardee	Michael and Elizabeth Damboise	585	Cow/Calf, Sod	197
Donaldson Tract	Alachua	Claude Lanier Jr LLC dba Tom Newman LLC	4,700	Silviculture	198
Florida Trail Tract	Putnam	Three Steps Forest, LLC, a subsidiary of Conservation Forestry, LLC.	2,072	Silviculture	199
TewCan Ranch	Hillsborough	Melinda Tew-Cantrell	960	Cow/Calf	200
Long Ways Nature Ranch Trust	Dixie	Long Ways Nature Ranch Trust	1,279	Silviculture	201
Sargeant Farms Inc	Polk	William Sargeant	146	Pasture, Sand Pit	202
G - 3 Ranch Addition	Polk	Midway Farms, LLC; Charles G. Grimes, Sr.Family Limited Partnership and Charles G. Grimes Sr.Timber Fa	939	Row/Irrigation, Improved Pasture	203
Brant Ranch	Citrus	Wanda Kay Brant and Timothy Alan Brant, as Trustees of the Wanda Kay Brant UTA Dated April 28, 2006	762	Cow/Calf	204
Bibby Farms	Polk	Mona Bibbv	257	Cow/Calf	205
Charles P. Lykes, Jr. Revocable Trust	Highlands	Lykes Charles P Jr. Revocable Trust	141	Cow/Calf	206
Carlton Upper Horse Creek Ranch	Hardee	McCarlton Partners LTD	1,035	Cow/Calf	207
Luke Cattle Company	Okaloosa	Joshua and Kristin Luke	460	Cow/Calf	208
Harrell Family Farm	Bradford	Christopher W. Harrell, Sherri Harrell Ferrante, Perry Family Revocable Trust, Katherine, Chanks, and Stanley Perry	551	Silviculture	209
Outer Limits Ranch	De Soto	Seabase Arcadia, LLC	100	Cow/Calf	210
Hogan-Tillman Family Heritage Farm	Alachua	R. J, Hogan, Joan M, Hogan, H.Z. Hogan, Margie H. Bowers. W. Dale Hogan	159	Cow/Calf	211
Devils Garden	Hendry	Devil's Garden Ranch LLC; Ward, John H	231	Cow/Calf	212

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Raley Grove - Florida Highlands	Polk	Thelma C. Raley, Inc	418	Citrus, Cow/Calf	213
The Flatwoods	Levy	Karen Usher White and Luther M White	2,558	Cow/Calf, Silviculture	214
Walter Farms	Polk	Walter Holdings and Investments, LLC	402	Cow/Calf, Blueberries, Hay	215
Kanapaha Ranch	Alachua	Kanapaha Timber, Land & Cattle LLLP	3,996	Cow/Calf	216
Saturiwa	St. Johns	Michael D. Adams and Carole J. Adams	94	Silviculture	217
Hardt-Winter Tract	Levy	Nancy Hardt, William Winter	675	Silviculture	218
Promise Fields	Lake	Promise Fields, LLC	256	Blueberries, Silviculture	219
Jeffrey's Place	Walton	Jeffrey Ard	50	Cow/Calf	220
Lynnhart Citrus	De Soto	Lynnhart Citrus LLC	403	Cow/Calf	221
782 Island Ranch	Brevard	782, LLC	132	Cow/Calf	222
Turnpike Dairy	Martin	Turnpike Dairy Inc.	550	Cow/Calf	223
Powers Property	Lake	Tommie Powers, Sr., Tommie Powers, Jr., Charles K. Powers and Randy Powers	224	Cow/Calf, Sheep, Goats, Llamas, Chickens, Peacocks, Duck, Guineas, Horses	224
Hyatt Farms LLC	Osceola	Will Hyatt, Janine Hyatt	1,686	Cow/Calf, Citrus	225
Ogden Property	Columbia	Rufus C. Ogden, Jr.	381	Cow/Calf, Hay	226
Randy Byrd Farms	St. Johns	William R. Byrd III	324	Row Crops, Silviculture	227
Corbin Farms - High Springs Property	Alachua	Corbin Farmst Inc.	235	Cow/Calf	228
Agri-Gators	Martin	Agri-Gators Inc.	1,920	Corn, Potatoes	229
Raley Grove Hardee	Hardee	Thelma C. Raley, Inc	518	Citrus	230
Gapway Groves - Hatchell Hill	Polk	John W. Strang	234	Citrus, Hay	231
Kickin Tires Ranch	Polk	Kickin' Tires Ranch LLC	621	Cow/Calf	232
Dry Creek Plantation	Jackson	Dry Creek Plantation, LLC	450	Silviculture	233
Williams Ranch	Highlands	Williams Daryl and Williams Daryl R + Joannah C and D + D Tree Farm + Nursery Inc	245	Cow/Calf	234
RM Farm	Hendry	CR 833, LLC	2,883	Cow/Calf, Improved Pasture	235
Four Star Timber	Volusia	Four Star Timber, Inc.	96	Silviculture	236
Robert E. Teague, Jr, Inc	St. Lucie	Robert E Teague, Jr, Inc.	300	Grazing	237
JA Cattle	Santa Rosa	Jeff III and June Ates	36	Cow/Calf	238
Shingle Spring Conservation Easement	Suwannee	Henry E. Mangels	318	Peanuts, Corn	239

## 2023 RFLPP Ranked Projects

TREE-O GROVES, INC.	Polk	TREE-O GROVES, INC.	161	Citrus, Silviculture	240
Jordan Ranch	Columbia	Robert F Jordan	280	Silviculture, Grazing	241
IT-E-IT Ranch	Okeechobee	James Smith	111	Cow/Calf	242
Geraci King Ranch	De Soto	Geraci King Ranch Trust	2,280	Cow/Calf, Hay	243
Crooked Creek Ranch	Hardee	Guy A. Willard Revocable Trust	82	Cow/Calf	244
Faunita Hardee Trust	Levy	Faunita D Hardee Irrevocable Trust #1; Hardee Christopher C-TR	942	Cow/Calf, Silviculture	245
Waccasassa Plantation	Levy	Martin Andersen-Gracia Andersen Foundation, Inc.	1,565	Silviculture	246
John Campbell Family Lands	Okaloosa	Sara J. Eoff aka Sara P. Eoff, Kay M. Eoff, Mack Tyner III as Trustee, Fat Kitty LLC, Grace Nell Tyner	1,596	Silviculture	247
Zinn Farm	Alachua	Terry L. Zinn	41	Sod	248
Stokes Farm	Columbia	E. Chester Stokes, Jr. and Lynda F. Stokes as Tenants by Entireties	1,745	Silviculture, Grazing	249
Witherspoon Timberland Tracts on Pittman Hill Road	Jackson	William D. Witherspoon	120	Silviculture	250
Misty Farms	Gilchrist	Rodney O Tompkins	392	Dairy, Improved Pasture, Hay	251
Pender Family Farm	Jackson	Adris Pencer and Laurence Pender	1,600	Cotton, Peanuts, Corn	252
Hidden T Ranch	Manatee	Jeffrey Thompson	226	Silviculture	253
Hiers Farm	Marion	L. L. Hiers, Jr. and Jodie Hiers, husband and wife	955	Cow/Calf, Hay, Peanuts, Watermelon, Corn	254
Grover Rivers Farm	Jackson	Jean McMillan Rivers and Eugene Grover Rivers, Jr.	40	Silviculture	255
Borders	Polk	Ashley Anne Borders	61	Cow/Calf, Flowers	256
255 Seigler	Walton	Robert Lyle Seigler	40	Garden	257
Walton Williams Property	Walton	Blue Northern Inc.	40	Natural Area	258



# Florida Department of Agriculture and Consumer Services

## 2023 Project Evaluation Report

### One Nine Cattle

Case No 00086-2023

Okeechobee County

This is a 2,788-acre cattle operation south of the Everglades Headwaters National Wildlife Refuge. 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 pasture and wetlands, with a sparsely developed low density residential area to the northeast.



**Property Information**

Case Number	Property Name	Section	County
RFLPP-00086-2023	One Nine Cattle	4,5,6,7,8	Okeechobee

**Address**

Street Address of Property	City	State	Zip
23891 NW 160th Dr.	Okeechobee		34972

**Owner(s) Record of Property**

Owner Name	Registered Agent
One Nine Cattle Co Inc.	Julie Morris

Owner/Agent Address	Phone	Email
35200 Clay Gully Road, Myakka City 34251 Florida	9412347201	jmorris@floridaconserve.org

**Estimated Total Land Area**

Total Area	Uplands	Wetlands	Timber
	2788	2249	539
<b>Ranch</b>	<b>Other Agricultural</b>	<b>Natural Area</b>	
	2083	0	691

**Additional Property Information**

**Agricultural Activities**

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.

**Outparcels**

None

**Encumbrances**

**Best Management**

Cow-calf BMP's. Enrolled 9/5/2018

**BMP Agreement**

Yes

**Species Habitat**

One Nine Cattle Ranch is an opportunity for conserving 2,787.6 acres of land in Okeechobee County. Adjacent to the Corona Ranch RFLPP easement to the west, and just south of the USFWS Okeechobee Unit (formerly Tripe Diamond Ranch) the property is owned and operated by 7th generation Floridians. Though the property is not considered a high priority in conservation connectivity (Florida Ecological Greenways Network Priority 5), the conservation of this property would build upon the conservation areas that it abuts on the north and west. The entire property is within Priority 1-2 for Florida Forever's Strategic Habitat Conservation Areas, characterized as highly valuable suitable habitat for one or more rare or vulnerable species in the region. 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 composition of One Nine Cattle Ranch is improved pasture with sparse tree cover and various bottomlands. Improved pasture, though ploughed to create a bahiagrass (*Paspalum notatum*) monoculture to increase cattle forage, can support several listed wildlife such as the northern crested caracara (*Caracara cheriway*), Florida sandhill crane (*Antigone canadensis pratensis*), Florida burrowing owl (*Athene cunicularia floridana*), wood stork (*Mycteria americana*), southern fox squirrel (*Sciurus niger niger*), and southeastern American kestrel (*Falco sparverius paulus*). 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*).

Isolated freshwater marshes are interspersed throughout the property and, in some areas, are surrounded by wet prairie. These wetland communities are dominated by herbaceous plant species such as pickerel weed (*Pontederia cordata*), sawgrass (*Cladium jamaicense*), maidencane (*Panicum hemitomon*), arrowhead (*Syngonium podophyllum*), fire flag (*Thalia geniculata*), spike rush (*Eleocharis palustris*), white water lily (*Nymphaea alba*), various sedges, and Carolina willow (*Salix caroliniana*). This habitat supports American alligators (*Alligator mississippiensis*), eastern indigo snakes, state-listed wading birds including the little blue heron (*Egretta caerulea*), tricolored heron (*E. tricolor*), roseate spoonbill (*Platalea ajaja*), among other resident waterfowl, snail kites (*Rothramus sociabilis*), Florida sandhill cranes, and round-tailed muskrats (*Neofiber alleni*).

Dry prairie is an imperiled (G2) and underrepresented ecosystem that is found within this property, primarily on the northwestern corner. The habitat is a treeless vegetative community with low cover of shrubs and herbs. Wiregrass (*Aristida stricta*), dwarf live oak (*Quercus minima*), stunted saw palmetto (*Serenoa repens*), bottlebrush threeawn (*Aristida spiciformis*), and broomsedge bluestem (*Andropogon virginicus*) are the dominant vegetation. This property falls within the historical range of the Florida grasshopper sparrow (*Ammodramus savannarum floridanus*) however, it is unlikely for the species to persist due to small dry prairie patch sizes. Regardless, the conservation of this property offers a buffer to existing populations of this endangered species, with the nearest extant population being less than 5 miles away. This community can provide habitat for the gopher tortoise (*Gopherus polyphemus*), and declining grassland birds including the Bachman's sparrow (*Peucaea aestivalis*), eastern meadowlark (*Sturnella magna*), wintering habitat for savannah sparrow (*Passerculus sandwichensis*) and eastern grasshopper sparrow (*Ammodramus savannarum pratensis*).

Species with the potential to occur based on the location and habitat present on the project include the threatened Florida beargrass (*Nolina atopocarpa*), giant orchid (*Pteroglossaspis ecristata*), many-flowered grass-pink (*Calopogon multiflorus*), nodding pinweed (*Lechea cernua*) Ashe's savory (*Calamintha ashei*), hartwrightia (*Hartwrightia floridana*), and piedmont jointgrass (*Coelorachis tuberculosa*). Endangered species likely to occur on this property include celestial lily (*Nemastylis floridana*), sand butterfly pea (*Centrosema arenicola*), cutthroat grass (*Coleataenia abscissa*), Small's flax (*Linum carteri* var. *smallii*), pygmy fringe tree (*Chionanthus pygmaeus*), Carter's warea (*Warea carteri*), and yellow fringeless orchid (*Platanthera integra*).

### **Water Resource Values and Benefits**

One Nine Cattle Company is found over 20 miles northwest of Lake Okeechobee. Found within the property are areas considered Priority 2 and 3 of Significant Surface Waters, categorized throughout the state as being waters of high quality. The property contains approximately 540.6 acres of wetlands; a reduction from the former 608.7 acres of wetlands historically found within the property. It is found within the Everglades Headwaters National Wildlife Refuge Area, which is essential in protecting and restoring water resources supplying Lake Okeechobee, the Everglades, and residents of South Florida. This area supports some of the most unique and imperiled biodiversity in the nation and provides drinking water for nearly 1/3 of all Floridians. The ranch lies within the Kissimmee River Basin, which is a major source of groundwater recharge for the Floridan Aquifer, the largest and most productive aquifer in the state. The ranch helps to maintain the natural hydrology of the basin by allowing water to infiltrate into the soil and replenish the aquifer.

### **Development Impacting Continuation of Agricultural Activities**

The primary threats to One Nine Cattle Company are those associated with urban sprawl radiating from Okeechobee and the east coast. This development pressure directly threatens the operation through conversion but also threatens the viability of the ranch because it increases rural Florida land prices and taxes. Residential development of this area is a highly likely future scenario as large rural residential communities are increasingly common in Okeechobee County. Ranchette type development is becoming increasingly common in this immediate area.

### **Natural Resources**

This region is seeing increased development from the east-coast. Increased development in this immediate region would have negative impacts on the health of the Kissimmee River and Lake Okeechobee Watershed. Cattle ranching is the best land use (other than pristine) for protecting the Kissimmee River from the runoff associated with more intensive land uses.

### **Interest Statement**

The owners of One Nine Cattle wish to conserve natural resources, their agricultural legacy and the local agricultural economy. They are interested in ensuring the continuation of a multi-generational family operation so that it remains sustainable for future generations.

### **Property Rights to be Acquired**

The owners of One Nine Cattle want to ensure the continuation of agricultural and other income generating activities on this property. They wish to retain the right to subdivide, pursuant to RFLPP regulations. They also wish to build an additional residence(s) and will work with RFLPP to determine the specifics on residences and subdivisions. They wish to conduct compatible activities, consistent with the RFLPP requirements and regulations. NOTE: They may slightly reduce the size of the boundary of the conservation easement; any reduction will be small and reasonable and be decided upon in cooperation with RFLPP staff. We would also like to note that the United States Fish and Wildlife Service is interested in partnering with RFLPP on this property. One Nine Cattle sits within the Everglades Headwaters National Wildlife Refuge and Conservation Area. One Nine Cattle is a priority of U.S Fish and Wildlife Service and they would like to pursue a conservation easement over a portion of the property. These would be side-by side easements and would allow us to leverage state and federal dollars. This maximizes our conservation footprint and is an efficient use of taxpayer dollars.



## Rural and Family Lands Protection Program Additional Information

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

Date 7 Aug 2023

Project Name One Nine Cattle

Case Number RFLPP- 00086-2023

Landowner Name and Phone number One Nine Cattle Co Inc

Physical Address of the Project 23891 NW 160th Dr., Okeechobee 34972

Agent Name and Phone number Julie Morris,

Contact Name and Phone number for Site Visit Julie Morris,



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

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

10 Do you use prescribed fire as an important land management tool? (Use scale)

1=Very Important; 3=Moderately Important; 5=Not Important; Not applicable

2

11 Are there effects of natural disasters evident on the property? (Use scale)

1=None; 3=Moderate; 5=Severe; Brief description:

3

12 Without RFLPP or similar acquisition, what is the chance this property will be in agricultural operations in 50 years? (Use scale)

1=100%; 3=50%; 5=0%

4 - 25% Very Slim

13 Do you view your livestock herd management practices to be: (Use scale)

1=Inadequate; 3=Adequate; 5=Excellent; Not Applicable

14 Are there non-family hunting or fishing leases on the property?

1=Yes; 2= No

There is one lease

15 How intensely do you control feral hogs on your property? (Use scale)

None present; 1=Very (frequent, multiple control methods); 3=Moderately; 5=No Control

- turning into 1, becoming a full time job

16 How intensively are invasive plant species (cogon grass, smutgrass, climbing fern, etc.) being controlled? (Use scale)

None present; 1=Very (frequent, multiple control methods); 3=Moderately; 5=No Control

Use multiple control methods

17 For all operations, how would you characterize the severity of soil erosion (gullies, washouts, rills, etc.)? (Use scale)

1=None; 3=Moderate; 5=Severe; Brief description:

2 But neighboring water flow impacts it seriously

18 Have you received any awards related to the agricultural operation in the last 10 years?

None; More than 1; Local; State; National; Briefly describe:

Don't recall - there have been several in past

19 For livestock, what is the general condition of the herd? (Use scale)

1=Inadequate; 3=Adequate; 5=Excellent; Not Applicable

20 For timber, plant nurseries and produce, what is the general plant vigor or health of crops/stands? (Use scale)

1=Inadequate; 3=Adequate; 5=Excellent; Not Applicable

Grass is in great condition  
Crops in great condition



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

**Uniform Technical Review and Evaluation Report**

Agency/Division: DOACS Animal Industry

Technical Team Point of Contact: Meghan Garcia

Date: 9/28/2023

Project / Property: One Nine Cattle

Acres: 2788

County: Okeechobee

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

1. Assessment of the viability of agricultural activities and operations of property:  
Not Applicable \_\_\_\_\_ Benefit Score 10

2. Assessment of overall condition of crops, livestock, or timber resources on property:  
Not Applicable \_\_\_\_\_ Benefit Score 9

3. Assessment of the overall natural resources of property:  
Not Applicable \_\_\_\_\_ Benefit Score 10

4. Assessment of wildlife habitat attributes of property:  
Not Applicable \_\_\_\_\_ Benefit Score 10

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

6. Assessment of overall hydrologic function on property:  
Not Applicable X Benefit Score \_\_\_\_\_

7. Assessment of the connectivity of this Project to other agricultural lands:  
Not Applicable \_\_\_\_\_ Benefit Score 10

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

Not Applicable  Benefit Score \_\_\_\_\_

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

Not Applicable \_\_\_\_\_ Threat Score 10

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

Not Applicable  Benefit Score \_\_\_\_\_

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

Not Applicable \_\_\_\_\_ Use Score 7

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

Not Applicable  Benefit Score \_\_\_\_\_

13. Assessment of prescribed fire regime on property:

Not Applicable  Use Score \_\_\_\_\_

14. Assessment of range management regime on property:

Not Applicable \_\_\_\_\_ Use Score 9

15. Assessment of fertilizer management regime on property:

Not Applicable  Use Score \_\_\_\_\_

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

Not Applicable  Benefit Score \_\_\_\_\_

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

Not Applicable \_\_\_\_\_ Benefit Score 9

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

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

**18) N/A for Animal Industry**

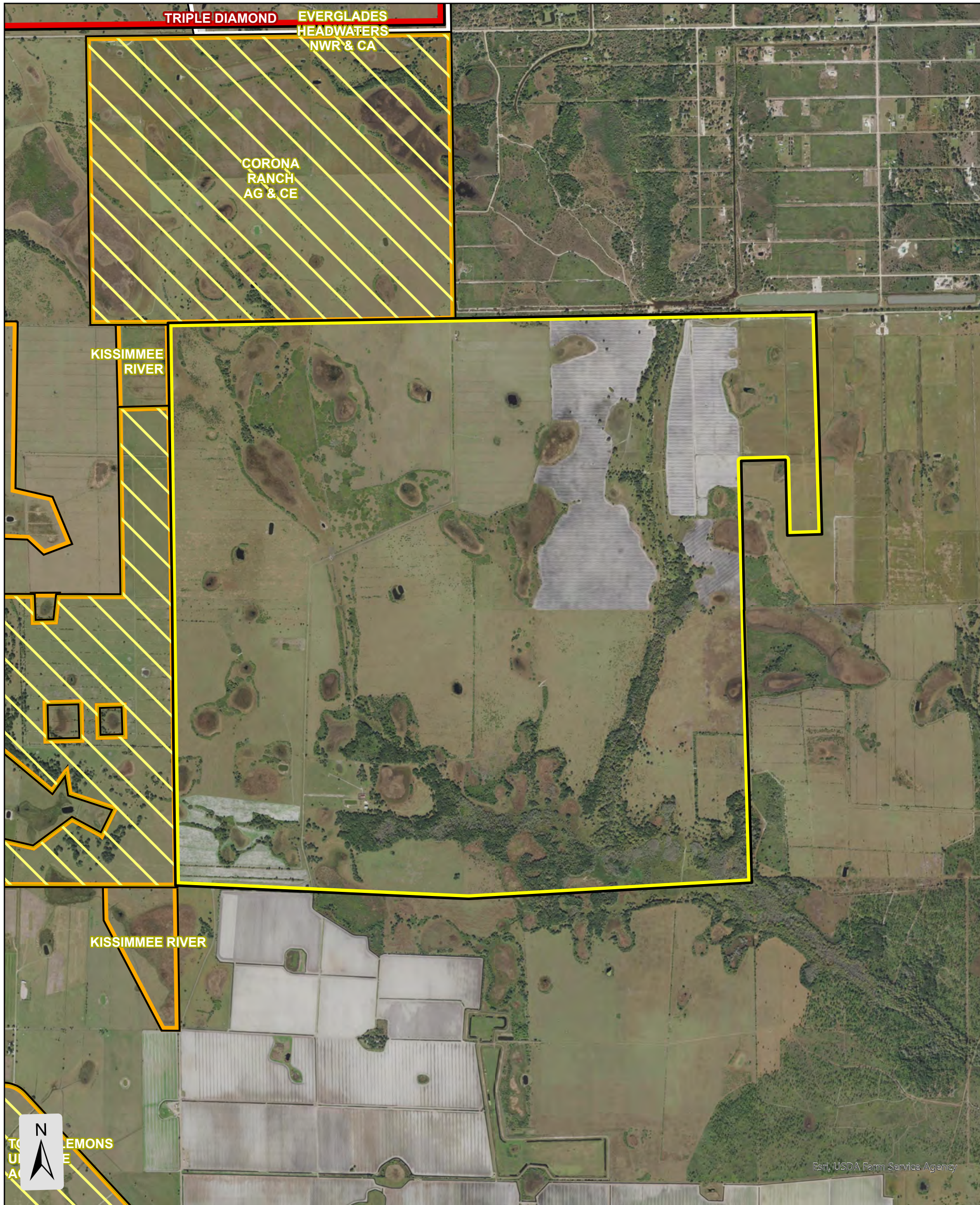
(See additional page to provide supplementary comments)







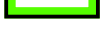

19. Please succinctly provide any additional assessments, observations, or information not covered in items 1 – 18:

- Family Farming Operation and homestead for 7 generations (since late 1800s).
- Seasonal row crop, some hay, and approximately 700 head of cattle in cow/calf commercial breeding operation being operated onsite.
- Rotational grazing utilized, with ample recovery and no overgrazing observed.
- Low intensity grazing with supplemental minerals and molasses provided year round.
- Water flow infrastructure maintained, and improvements made where needed. Some recently damaged by large volumes of rain and watershed from adjoining community this year. In process of repairing newly damaged infrastructure now.
- Facility currently maintains active mitigation practices and land management.
- FDACS BMP program- currently followed throughout.
- Abundant wildlife observed during the inspection.
- Plentiful habitat and easements for wildlife observed.
- All infrastructure, including gates, fencing, farm buildings, cattle pens were maintained and in excellent working order.
- There were minimal amounts of cogon grass, smut grass, and tropical soda apple observed. Ongoing treatment and mitigation appear to be successful.

# One Nine Cattle

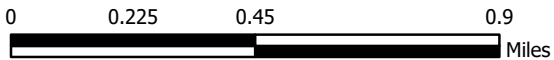
RURAL AND FAMILY LANDS PROTECTION PROGRAM PROPOSAL BOUNDARY AS OF OCTOBER 2023



	Proposal Boundary	<b>Conservation Lands by Managing Agency Type</b>
	RFL Funded Easements	 Federal
	Florida Forever BOT Projects	 State
	County Boundaries	 Local
		 Private



Map Produced by:  
Florida Natural  
Areas Inventory  
October 2023



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

*NOTE: Map should not be interpreted without accompanying documents.*

Case Number **86\_2023**  
 Project Name **One Nine Cattle**  
 Acres **2,788**

	Score	State Rank	Region Rank
<b>FINAL SCORE</b>	<b>0.634</b>	<b>34</b>	<b>17</b>
Size	0.706	38	14
Ag Landscape Priority	0.993	75	43
Ag Suitability	0.707	121	52
Distance to Protected Ag/Military	1.000	1	1
Percent Ag by Parcel or LandCover	0.997	74	29
Restorable/ Impaired Watersheds	1.000	1	1
Ag Conversion Threat Index	0.600	40	8
Disadvantaged Areas	1.000	1	1
Smoke-sheds	0.850	40	18
Development Projections	0.200	144	21
Future Land Use Map*	0.000		
Species Habitat Priorities	0.749	35	21
Listed Species*	0.000		
Priority Natural Communities	0.062	63	18
Surface Water Priorities	0.612	42	13
Wetlands	0.118	127	28
Floodplain	0.624	86	27
Spring-sheds	0.000	17	1
Recharge	0.520	88	6
Proximity to Conservation Lands	1.000	1	1
Ecological Greenways Priorities	0.100	192	73
Greenways Bottlenecks*	0.000		
FL Wildlife Corridor*	0.000		
Fire History	0.867	37	22
Landscape Integrity Index	0.883	78	15
Elevation	1.000	1	1
Cultural/Historical Sites*	0.000		

\*bonus measure with a max value of 0.01

Land Cover	Acres	Percent
Crops	109	3.9%
Pasture	1,971	70.7%
Planted Timber	0	0.0%
Citrus	0	0.0%
Livestock Operations	0	0.0%
Altered Open	0	0.0%
Altered Wetland	0	0.0%
Developed	1	0.0%
Invasives Predominant	0	0.0%
Natural Forested Upland	6	0.2%
Natural Forested Wetland	239	8.6%
Natural Nonforested Upland	97	3.5%
Natural Nonforested Wetland	364	13.1%
Water	1	0.0%

# One Nine Cattle

South Region (Okeechobee County)



## **Site Visit Summary:**

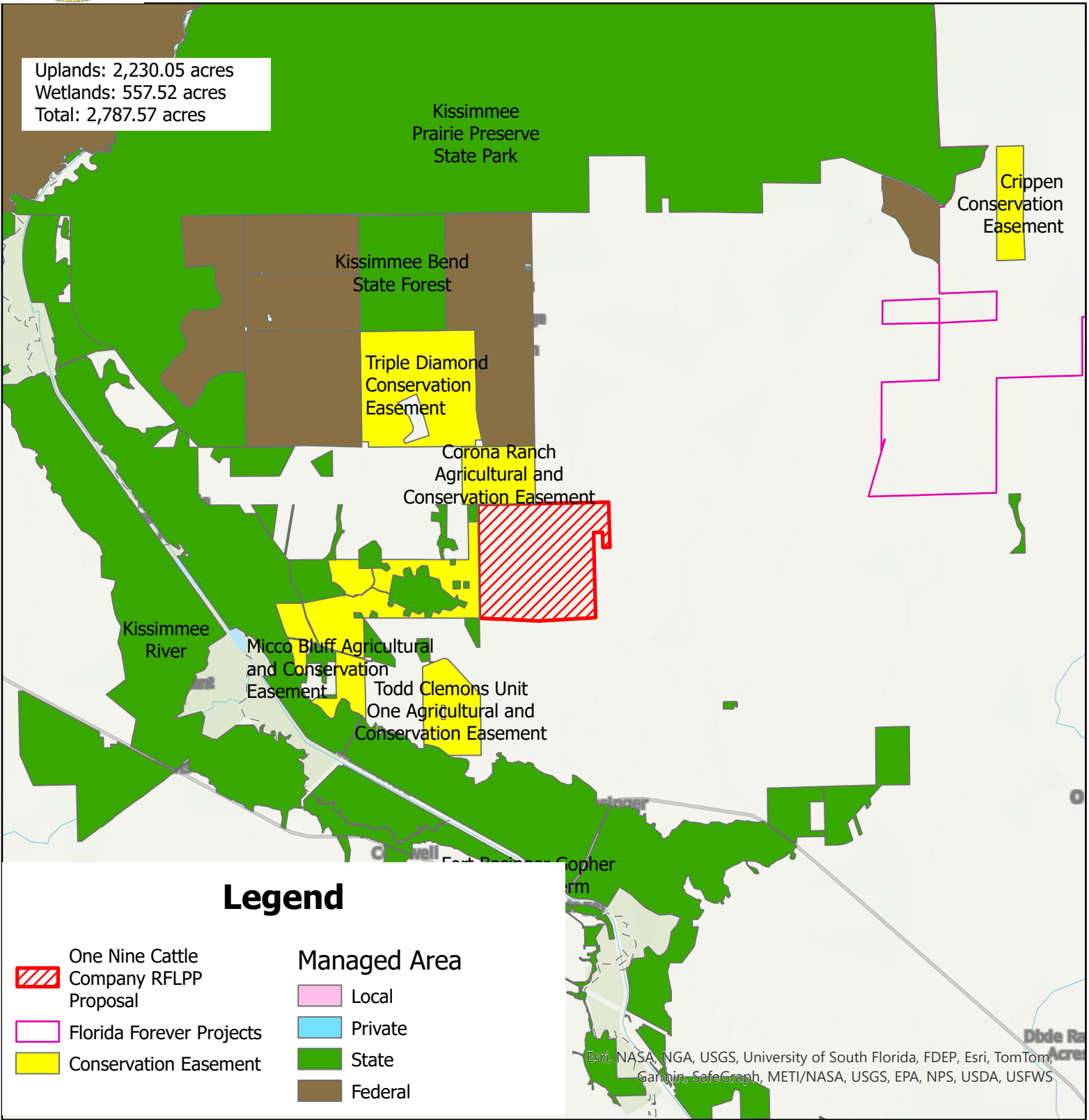
- 2,788-acre cattle operation south of the Everglades Headwaters National Wildlife Refuge in Okeechobee County.
- The primary agricultural use for this property is calf-cow operation on improved pasture (1,900+ acres) planted with bahia grass but still had a mixture of native plants throughout.
- The property contains almost 100 acres of dry prairie, which had dense saw palmetto with patches of herbaceous prairie and very few non-native invasive plant species. Quality sloughs, marshes, and forested wetlands divide the pastures and drain out the southeast corner of the property through Ash Slough. Some areas were experiencing non-native invasive plant species encroachment.
- Accessibility issues were encountered during the site visit because the property was very wet, therefore not all areas were visited and this summary is limited.





# Rural and Family Lands Protection Program One Nine Cattle Company Okeechobee County, Florida

Uplands: 2,230.05 acres  
Wetlands: 557.52 acres  
Total: 2,787.57 acres



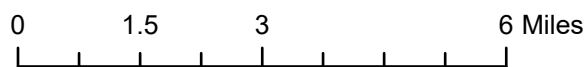
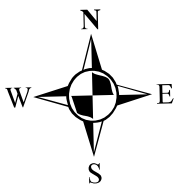
## Legend

- One Nine Cattle Company RFLPP Proposal
- Florida Forever Projects
- Conservation Easement

### Managed Area

- Local
- Private
- State
- Federal

Esri, NASA, NGA, USGS, University of South Florida, FDEP, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS



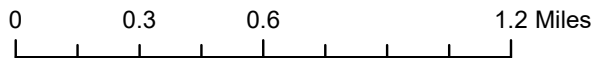
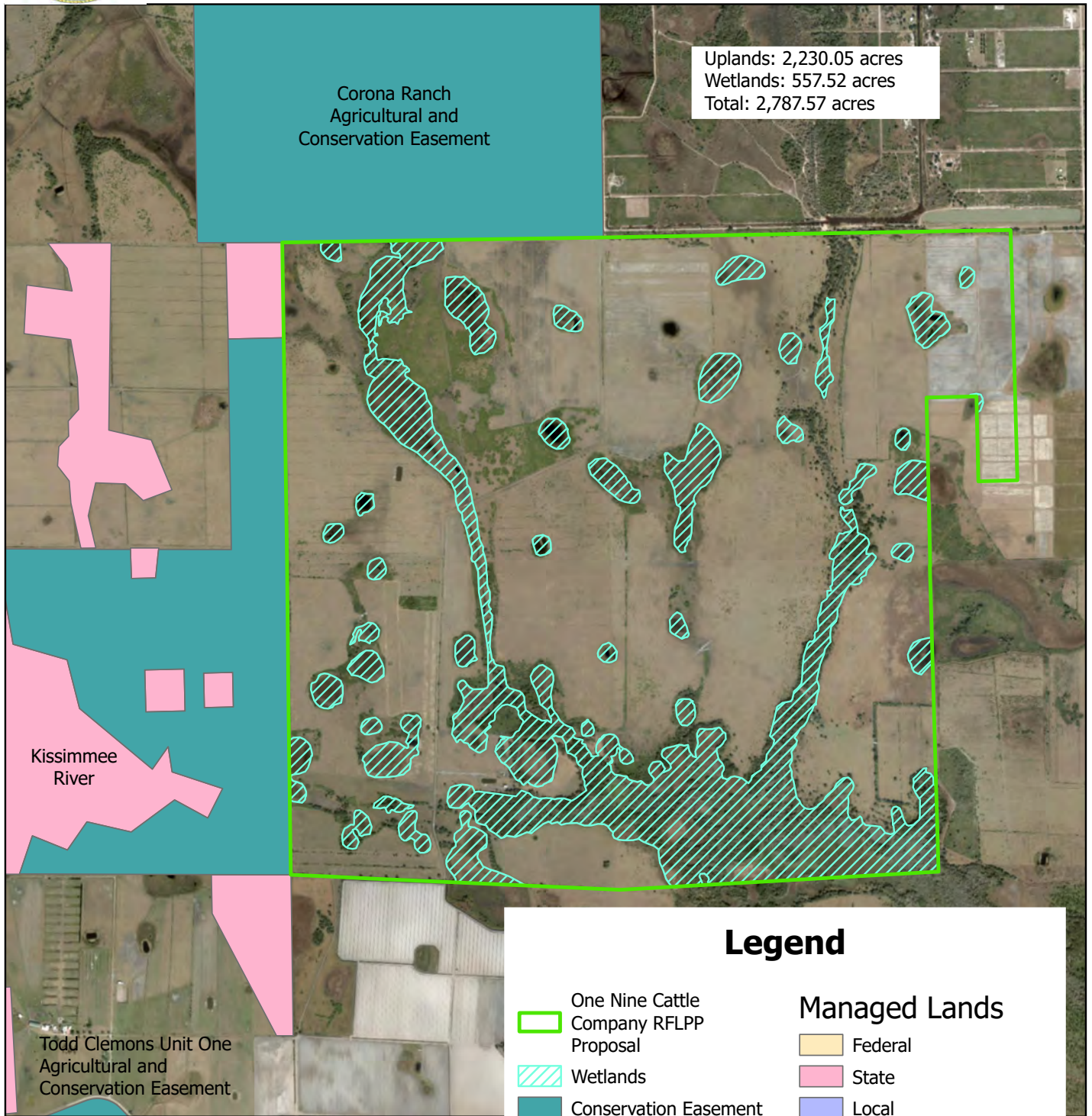
This map is a product of the Rural and Family Lands Protection Program and is for illustrative purposes only. This is not a survey.



# Rural and Family Lands Protection Program

## One Nine Cattle Company

### Okeechobee County, Florida



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

Project: One Nine Cattle  
Okeechobee County

## OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between ONE NINE CATTLE COMPANY, INC., a Florida corporation, whose address is 16525 Highway 98 North, Okeechobee, Florida, 34972, as ("Seller") and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services ("FDACS"), Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843, as "Buyer". Buyer's agent in all matters shall be the Rural and Family Lands Protection Program.

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

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

3.A. PURCHASE PRICE. The purchase price for the Easement is TEN MILLION, THREE HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$10,310,000) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Easement as determined in accordance with Sections 570.71-715, Florida Statutes, and Rule 5I-7.009, Florida Administrative Code, ("FDACS Approved Value"). The determination of the FDACS Approved Value and the Final Adjusted Purchase Price can only be made after the completion and FDACS approval of the survey required in paragraph 6.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, FDACS determines that the Initial Purchase Price exceeds the FDACS Approved Value of the Easement, the Initial Purchase Price will be reduced to the FDACS Approved Value of the Easement (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to FDACS of Seller's election to terminate this Agreement within 20 days after Seller's receipt of written notice from FDACS of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of FDACS written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with

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

4. ENVIRONMENTAL SITE ASSESSMENT. Buyer, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by FDACS to determine the existence or extent of Hazardous Materials on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law as hereinafter defined in paragraph 5. Buyer shall take reasonable precautions so that its inspection will not damage the Property and Buyer will make reasonable efforts to restore Property altered as a result of inspection and testing (as hereinafter defined in paragraph 5.)

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller may, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law, specifically a site closure or a no further action required determination from the Florida Department of Environmental Protection or the United States Environmental Protection Agency. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean-up of Hazardous Materials exceed a sum which is equal to 5% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement.

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

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

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

8. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Buyer will notify Seller and Escrow Agent of such defects within 90 days of receiving the title commitment. Seller shall, within 90 days after notice from Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to: (a) accept the title as it then is with no reduction in the Purchase Price, (b) Seller and Buyer shall mutually agree to reduction in price or extension

of cure period or (c) cut out the affected portion of the Property and reduce the Purchase Price by an amount equal to the product of the Purchase Price per acre for the acres being cut out, multiplied by the acreage cut out, or (d) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement may apply.

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

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

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

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

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

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

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

14. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or at such other time as mutually agreed to by the Seller and Buyer, whichever is later. Buyer shall set the date, time and place of closing.

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

Seller agrees to clean up and remove excessive or hazardous abandoned personal property, refuse, garbage, junk, rubbish, trash, and debris (hereafter, "trash and debris") from the Property to the satisfaction of FDACS prior to the exercise of the option by Buyer. If the Seller does not remove all specified trash and debris from the Property prior to closing, (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

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

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

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

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

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

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

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

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

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

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

description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

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

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

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

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

For Seller:  
One Nine Cattle Company, Inc.  
16525 Highway 98 North  
Okeechobee, Florida, 34972

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

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

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

32. LIKE-KIND EXCHANGE. Seller may desire to effectuate a like-kind exchange ("Exchange") under Section 1031 of the Internal Revenue Code in connection with this sale of the Easement. Buyer agrees to use reasonable efforts to accommodate Seller in effectuating an Exchange, subject to each of the following provisions: (1) the Exchange does not directly or indirectly increase the Final Adjusted Purchase Price; (2) the Exchange will not delay or otherwise adversely affect the closing; (3) there is no loss, cost, damage, tax, expense, or adverse consequence incurred by Buyer resulting from, or in connection with, the Exchange; (4) all documents to be executed by Buyer in connection with the Exchange must be subject to the approval of Buyer, which approval must not be unreasonably withheld provided that Seller has otherwise fully complied with the terms of this paragraph, and must expressly state, without qualification, "Buyer is acting solely as an accommodating party to the Exchange, Buyer will have no liability with respect to it, and is making no representation or warranty that the transactions qualify as a tax-free exchange under Section 1031 of the Internal Revenue Code, or any applicable state or local laws"; and (5) other than with respect to the Easement or the Property, in no event must Buyer be obligated to acquire any property or otherwise be obligated to take title, or appear in the records of title, to any property in connection with the Exchange. Seller shall indemnify and hold harmless Buyer from and against all claims, losses, costs, damages, taxes, and expenses incurred after the date of this Agreement in connection with the Exchange or Buyer's cooperation with Seller to effectuate the Exchange. Seller acknowledges that Buyer has made no representations or warranties concerning the tax consequences or effect of the Exchange.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **OCTOBER 25, 2024**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. THE EXERCISE OF THE OPTION

PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE FDACS APPROVED VALUE OF THE EASEMENT, AND (2) FDACS APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY THE FINAL PURCHASE PRICE UNDER THIS AGREEMENT IS SUBJECT TO AN APPROPRIATION BY THE LEGISLATURE AND APPROVAL BY THE BOARD OF TRUSTEES. THE FINAL PURCHASE PRICE MAY NOT EXCEED THE MAXIMUM OFFER AUTHORIZED BY LAW.

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

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



SELLER  
ONE NINE CATTLE COMPANY, INC., a Florida  
corporation

Deborah Webster

Witness as to Seller

Deborah Webster

Printed Name of Witness

Karla Alderman

Witness as to Seller

Karla Alderman

Printed Name of Witness

Glen K. Bass

Glen K. Bass, President

10/18/2024

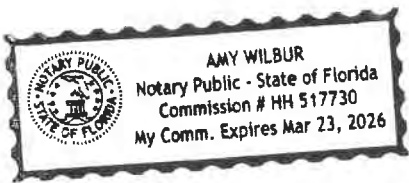
Date signed by Seller

STATE OF FLORIDA  
COUNTY OF Olechoke

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Glen K. Bass, as President on behalf of One Nine Cattle Company, Inc., a Florida corporation, by means of  physical presence or  online notarization, who is  personally known to me or  who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and who acknowledged before me that he/she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of October, 2024.

(NOTARY PUBLIC SEAL)



Amy Wilbur

Notary Public

Amy Wilbur

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: HH 517730

My Commission Expires: 3/23/26

BUYER

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

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

\_\_\_\_\_  
Witness as to Buyer

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

\_\_\_\_\_  
Witness as to Buyer

\_\_\_\_\_  
Date signed by Buyer

STATE OF FLORIDA  
LEON COUNTY

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

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

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## Schedule of Exhibits and Addenda

Exhibit A – Legal Description

Exhibit B - Deed of Easement

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

Exhibit B to Deed of Easement – Significant Natural Areas Map

Exhibit C to Deed of Easement – Easement Monitoring Form

Exhibit D to Deed of Easement – Map of Building Envelope - if applicable

Addendum 1 – Beneficial Interest and Disclosure Affidavit (Individual)

**EXHIBIT "A"**

Lots 7, 8, 9, 10, and 23, Southern Colonization Company, according to the map or plat thereof recorded in Plat Book 4, Page 3, of the Public Records of Okeechobee County, Florida.

AND

All of Sections 5, 6, 7, and 8 in Township 35 South, Range 33 East, all lying and being in Okeechobee County, Florida.

## EXHIBIT "B"

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

Project Name: One Nine Cattle  
County: Okeechobee

### DEED OF RURAL LANDS PROTECTION EASEMENT

**THIS DEED OF RURAL LANDS PROTECTION EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 202\_, by ONE NINE CATTLE COMPANY, INC., a Florida profit corporation, whose address is 16525 Highway 98 North, Okeechobee, Fl. 34972, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("Grantee").

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

### NOTICES

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

**Grantor's Address: One Nine Cattle Company, Inc., 16525 Highway 98 North, Okeechobee, Fl. 34972**

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

### RECITALS

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

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

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

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

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

F. Significant Natural Area ("SNA"). There are certain agricultural lands with important species habitat or water resources occurring within the boundaries of the Property, more particularly identified as SNA(s) in the BDR. An SNA is defined as a particularly outstanding or sensitive area that the parties agree are desirous of protection due to the presence of the following: 1) high-quality terrestrial or aquatic habitats, which possess significant biodiversity, high-quality resources, intact community organization, or other ecologically significant qualities; 2) habitats for rare species of plants or animals; or 3) significant geological features or historic sites. Designation of an SNA accords an extra level of protection, ensuring that the natural or cultural features within the SNA will continue to be managed appropriately and, in a manner, ensuring the continued protection of the

resources. While the designation of these areas as SNAs in the BDR is intended to set them aside for conservation, management activities in an SNA may include activities commensurate with the management of conservation lands to include such activities as prescribed burning, removal of invasive species and native species restoration, and maintenance of existing agricultural structures, primarily roads, fences, drainage improvements, and boundary signs. In addition, Grantor may continue livestock grazing in an SNA, as long as Grantor's management of such grazing activity protects the quality and integrity of the SNA. Other activities that may be undertaken in SNAs are scientific research, environmental education, and activities related to ecosystem services market programs, at Grantor's sole discretion. The SNAs are identified on the map in Exhibit "B" attached hereto.

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

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

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

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

Property of the nature and character hereinafter set forth, and the parties intending to be bound hereby agree as follows:

### **ARTICLE I. RECITALS**

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

### **ARTICLE II. DURATION OF EASEMENT**

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

### **ARTICLE III. PURPOSE OF EASEMENT**

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

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Maintenance of soil productivity and control of soil erosion.
- Maintenance or improvement of the overall quality of the timber resource.
- Protection of the integrity and function of the working landscape, including any buffers to natural areas, ecological greenways and functioning ecosystems.
- Promotion of the restoration, enhancement, or management of species habitat.
- Protection, restoration, or enhancement of water bodies and aquifer recharge areas including uplands and springsheds, wetlands, or watersheds.
- Conservation and protection of unique and fragile natural areas and rare species habitats.
- Perpetuation of open space on working lands that contain SNAs.
- Allowance of appropriate uses of the Property for activities which will provide long term economic sustainability.



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

#### **ARTICLE IV. RIGHTS GRANTED TO THE GRANTEE**

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

- A. The right to enforce protection of the Easement Purposes of the Property for which this Easement was acquired.
- B. All future residential, commercial, and industrial rights, together with all development rights incidental thereto, that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.
- C. The right to enter upon the Property on an annual basis, and more often if Grantee determines that such entry is warranted, at reasonable times in order to inspect and monitor compliance with and otherwise enforce the terms of this Easement (“Inspections”); provided that such entry shall be upon prior reasonable notice to Grantor, which, except in the event of an emergency or enforcement requiring immediate access as determined by Grantee, is defined as seven (7) days advance notice. Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property.
- D. The right to conduct Inspections, annually or otherwise, to monitor Grantor’s compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit “C”. The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantor and Grantee; however, nothing in

this section prohibits the Grantor and the Grantee from mutually agreeing to a reasonable opportunity to cure an identified deficiency in lieu of establishing a corrective action plan. Upon Grantee's finding that Grantor is in compliance with the terms of this Easement, a copy of the completed monitoring form will be provided to the Grantor and a copy will be retained by the Grantee for a minimum of five (5) years. Upon a finding of noncompliance, a corrective action plan may be developed, which may be a notation in the comments section on the monitoring form regarding completion of certain actions or cessation of actions in order to attain compliance or the plan may be a more detailed plan developed separately to set expectations and deadlines for completion of remedial measures. In either case, the Grantee will work with the Grantor to negotiate a reasonable schedule, but all remedial measures shall be completed at Grantor's expense.

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

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

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

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

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

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

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

of any such timber shall inure to the benefit of Grantee.

## **ARTICLE V. PROHIBITED USES**

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

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including those defined by the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, the Federal Emergency Planning and Community Right-To-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the governmental water management district applicable to or having jurisdiction over the Property ("Water Management District"), now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (collectively referred to as "Contaminants") on the Property, now or at any time hereafter in effect. This prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the terms of this Easement, and that is disposed of in accordance with applicable local, state, and federal requirements, and Best Management Practices ("BMPs") adopted by FDACS or its successor agency, as amended from time to time.

B. Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, except those required for environmental restoration, federal, state or local regulatory programs, or BMPs, including but not limited to, mining, excavation of surface or subsurface materials, the exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances. There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, by an

individual or entity acting under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control, unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, or pollution of existing surface or subsurface water flow or natural water sources, freshwater lakes, ponds and pond shores, marshes, creeks, or any other water bodies except as consistent with BMPs for the type of agricultural activities being conducted. Provided, however, Grantor may construct, operate, maintain, or replace groundwater wells, ditches, swales and other water conveyance structures, drainage structures or other water management improvements incident to allowed uses on the Property, conduct seismic or other non-invasive testing, drill for and extract oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, subject to legally required permits and regulations. As reasonably necessary, Grantor may combat erosion or flooding or conduct other allowed activities using material from existing excavation sites identified in the BDR.

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

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

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

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

assigns reasonable compensation based on diminution in value of Grantee's interest for the construction and operation of any public or private linear facilities and related access and appurtenances, as described in section 704.06(11), Florida Statutes.

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

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

I. Any subdivision of the Property is prohibited.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

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

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

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

## **ARTICLE VI. GRANTOR'S RESERVED RIGHTS**

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

A. Grantor has, and shall be deemed hereby to have retained, the underlying fee

simple title in the Property, subject to this Easement. Further, Grantor retains and reserves all rights of, in, and to the Property not conveyed to Grantee under Article IV or prohibited by Article V.

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

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

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

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

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

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

H. The right to sell, devise or otherwise transfer ownership of fee title to the Property to a third party. No easements, rights-of-way, restrictions, or less than fee simple interests in the Property shall be granted or conveyed after the date of this

instrument unless such encumbrances are approved, in advance and in writing, by the Grantee and recorded in the public records of the county(ies) in which the Property is located. The Grantee may give such approval if it determines, in its sole discretion, that such encumbrance would be consistent with the Easement Purposes.

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

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

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

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

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

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

O. The right to engage in environmental, natural resource, habitat, and other ecosystem services projects or markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and are consistent or complimentary with the purposes and the terms of this Easement.

## ARTICLE VII. GRANTEE'S REMEDIES

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

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

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



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

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

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

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

#### ARTICLE VIII. PUBLIC ACCESS

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

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

#### ARTICLE IX. MISCELLANEOUS

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

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

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

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article IX, Paragraphs C and E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant of Easement attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the

Property, without deduction for the value of the Easement, at the time of this grant (Grantee's percentage interest is referred to herein as Grantee's "Proportionate Share"). For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

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

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

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

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

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

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

c. Under notice provided pursuant to Paragraphs 1.a. and 1.b. above, Grantor shall, in good faith, afford Grantee an opportunity to negotiate the acquisition of the Property, or such portion thereof or interest therein that Grantor intends to sell. If Grantee desires to negotiate the acquisition of the

Property (or such portion thereof or interest therein as applicable), Grantee shall so notify Grantor within 30 days after receipt of Grantor's notice of intent. If Grantor and Grantee are unable, in good faith, to agree to terms of an acquisition of the Property (or such interest therein or portion thereof as applicable) within 45 days after Grantee's notice to Grantor under this paragraph, Grantor may sell the Property free of the right granted in this Article IX, Paragraph G.1.

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

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

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

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

5. Grantor's Liability after Transfer. In the event of a sale or the transfer of title of the Property to an individual or entity other than the current legal owner, Grantor will immediately notify Grantee. Thereafter, Grantee will confer with the new owner within 30 days and explain, discuss, and plan the transfer of the responsibility of carrying out the terms of this Easement, such that the long-term

benefits to everyone concerned and the terms of this Easement will not be impaired by default or otherwise. Grantor and each subsequent owner of the Property shall have no personal liability for the observance or performance of the obligations of the Grantor hereunder, with respect to any interest in the Property conveyed, after the Grantor or subsequent owner has conveyed their interest in the Property as permitted by and pursuant to the terms of this Easement.

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

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

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

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

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

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

N. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other

than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

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

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

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

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

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

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

*[signature pages follow]*

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

Witnesses:  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**GRANTOR:**  
One Nine Cattle Company, Inc.,  
a Florida profit corporation

\_\_\_\_\_  
Glenn K. Bass, President

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Glenn Bass, as President of One Nine Cattle Company, Inc., by means of [ ] physical presence or [ ] online notarization, who is [ ] personally known to me or [ ] who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

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

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

**GRANTEE:**

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

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

**By: \_\_\_\_\_  
\_\_\_\_\_  
DIRECTOR, DIVISION OF  
ADMINISTRATION**

Witnesses:  
  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF LEON**

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

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

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
Signed  
\_\_\_\_\_  
Printed



## **SCHEDULE OF EXHIBITS**

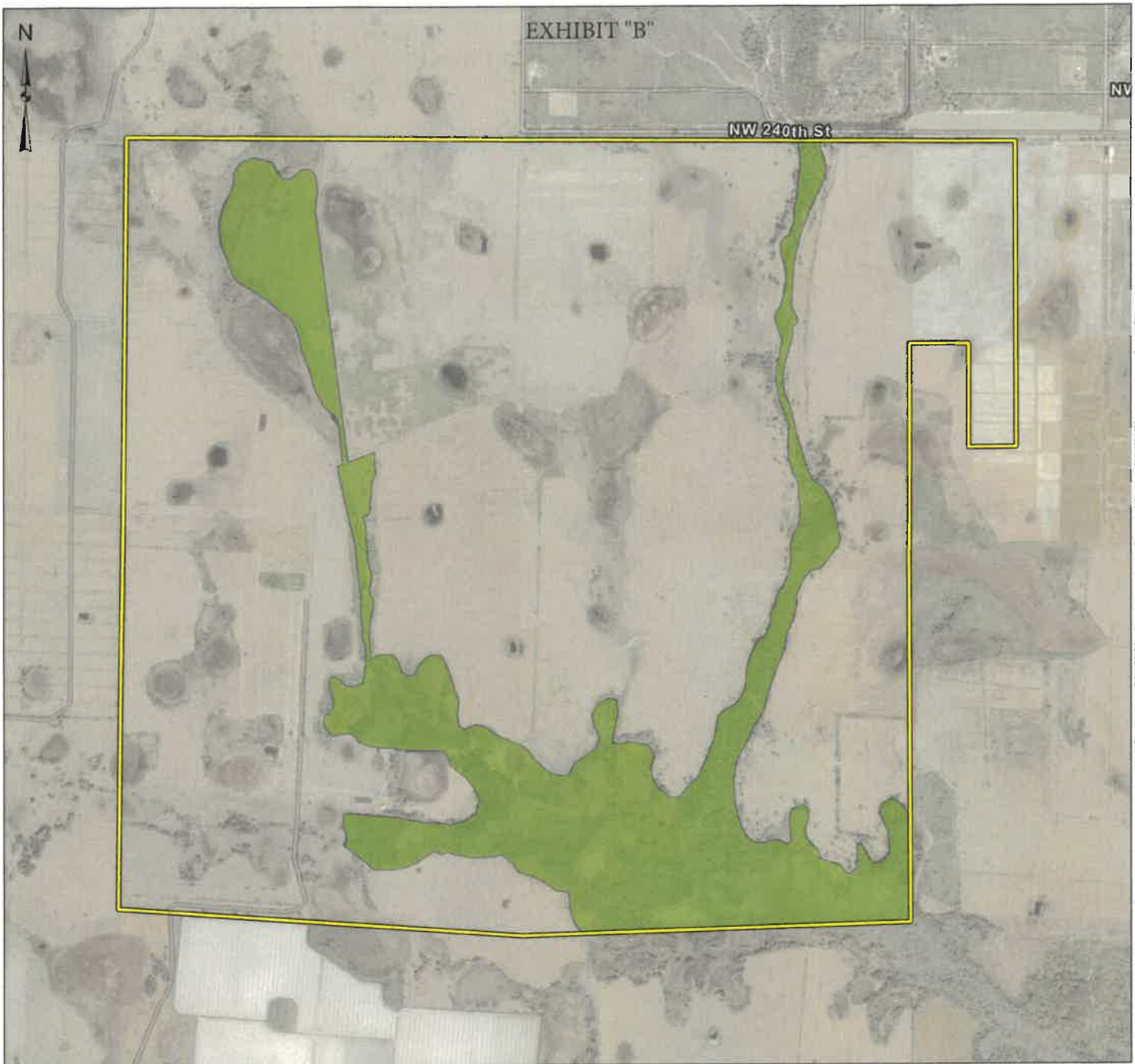
- A. Legal Description of Property Subject to Easement
- B. Significant Natural Areas Map
- C. Easement Monitoring Form

**EXHIBIT "A"**

Lots 7, 8, 9, 10, and 23, Southern Colonization Company, according to the map or plat thereof recorded in Plat Book 4, Page 3, of the Public Records of Okeechobee County, Florida.

AND

All of Sections 5, 6, 7, and 8 in Township 35 South, Range 33 East, all lying and being in Okeechobee County, Florida.



- Project Boundary (2287.23 ac.±)
- Significant Natural Areas
- Wetlands (445.34 ac.±) - 19.5% of site



DATA SOURCES:  
 Terracon - Significant Natural Areas delineation; ESRI -  
 World Imagery Basemap & World Navigation Map

Feet

0      1,000      2,000      4,000

Project No.:	HF247078
Date:	Jul 2024
Drawn By:	GRS
Reviewed By:	FP

3559 Timberlane School Rd Tallahassee, FL 32312  
 PH. (850) 692-7185      terracon.com

**Significant Natural Areas**

Florida Department of Agricultural Services  
 One Nine Cattle Ranch  
 Basinger, Okeechobee County, Florida

**Exhibit**

**1**

EXHIBIT "C"



Florida Department of Agriculture and Consumer Services  
Florida Forest Service (FFS)



**RURAL & FAMILY LANDS PROTECTION PROGRAM  
EASEMENT MONITORING FORM**

**WILTON SIMPSON  
COMMISSIONER**

Sections 570.70 and 570.71, F.S.; Rule 5I-7.014, F.A.C.

CONSERVATION EASEMENT PROJECT: \_\_\_\_\_ ACRES: \_\_\_\_\_

FDACS CONTRACT #: \_\_\_\_\_ COUNTY: \_\_\_\_\_

LANDOWNER(S)/REPRESENTATIVE(S): \_\_\_\_\_

MONITOR: \_\_\_\_\_ MONITORING DATE: \_\_\_\_\_

MONITORING ASSISTANCE (IF ANY) /NAME: \_\_\_\_\_ AGENCY: \_\_\_\_\_

MONITORING ASSISTANCE (IF ANY) /NAME: \_\_\_\_\_ AGENCY: \_\_\_\_\_

PURPOSE OF MONITORING SITE INSPECTION:

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

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

A.	<p>Has there been any timber harvesting on the property? If so, on how many acres? _____ Using what harvest type? _____</p> <p>Was the harvesting in a Significant Natural Area (SNA)? If so, was the grantor contacted?</p> <p>Was cypress harvested?</p>
B.	<p>Has there been any use of the property which would impair or destroy SNAs?</p>
C.	<p>Has there been any construction in SNAs? Has there been any improvements to SNA? Has there been any conversion of SNAs?</p>

D.	Has there been any conversion of forested areas, to non-forested areas?
E.	Has there been any conversion of areas not in improved pasture, to improved pasture?
F.	Has there been any dumping of trash, solid or liquid waste, or toxic or hazardous substances on the property?
G.	Has there been any exploration, excavation, extraction, mining, or drilling on the Property for any of the restricted substances identified in the Conservation Easement (CE)?
H.	<p>Has there been any hydrological modifications to, or dredging, on the property?</p> <p>Have there been any water wells or water bodies constructed? If so, what permits, if any, were obtained?</p> <p>Has there been any construction, repair, or improvements to any water control structures?</p> <p>Are there any commercial water wells on the property?</p> <p>Are any activities occurring on the property that affect soil conservation or are detrimental to fish and wildlife habitat?</p>
I.	<p>Has there been any use of fertilizer on the property?</p> <p>If so, at what application rate?</p>
J.	<p>Has there been any use of pesticides or herbicides on the property? (list chemicals used)</p> <p>If so, did process application follow instructions on the label?</p>
K.	<p>List all the BMPs that are applicable to the property:</p> <p>Agricultural BMPs</p> <p>Silvicultural BMPs</p> <p>Wildlife BMPs</p> <p>Is the property enrolled in all the applicable BMP's indicated above?</p> <p>Are all those BMPs being implemented and complied with?</p>
L.	<p>Are there any exotic, nuisance, non-native or invasive species present?</p> <p>Is the Grantor, to the extent possible, attempting to control or prevent their spread? If so, list actions taken or response needed:</p>
M.	<p>Have there been any new roads or trails constructed on the property?</p> <p>Any existing roads, culverts, or road ditches repaired?</p> <p>Have any motorized vehicles been driven off roads and/or trails for purposes other than performing agricultural operations?</p>

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

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

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

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

**LANDOWNER REMARKS**

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

**MONITOR REMARKS**

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

**REPORT PREPARATION**

	PRINT NAME	SIGNATURE	DATE
LANDOWNER/Grantor or Representative			
LANDOWNER/Grantor or Representative			
MONITOR			

**REPORT REVIEW (To Be Completed at FFS State Office)**

Purpose of Monitoring Report Review:

To assure the site inspection complies with all monitoring requirements.

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

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

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

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

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



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

**REPORT ACCEPTANCE**

By signing below, the reviewer and the FFS Director's Office acknowledges receipt of monitoring report and accepts its findings, including any corrective actions documented in this report.

	PRINT NAME	SIGNATURE	DATE
REVIEWER			
FFS DIRECTOR			

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

Before me, the undersigned authority, personally appeared Glenn K. Bass ("affiant"), this 18 day of October, 2024 who, first being duly sworn, deposes and says:

1) That affiant is the President of ONE NINE CATTLE COMPANY, INC. as "Seller", whose address is 16525 Highway 98 North, Okeechobee, Florida, 34972, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
Glenn K. Bass	20184 Hwy 98N. Okeechobee Fl. 34972	41%
Clyde J. Bass, Sr.	16250 NW 190 Rd Okeechobee, Fl. 34972	41%
Estate of Elda Mae Bass	16525 Hwy 98N. Okeechobee, Fl 34972	18%

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

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
AJM Conservation and Cattle, LLC	P.O. Box 110612 Bradenton, Fl. 34211	Consultant	To be determined

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

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

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

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

  
 Glenn K. Bass

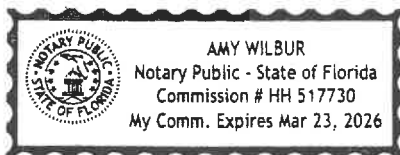
STATE OF Florida )


COUNTY OF Alachua

SWORN TO (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 18 day of October, by Glenn K. Bass. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)



  
 Notary Public  
 Amy Wilbur  
 (Printed, Typed or Stamped Name of Notary Public)  
 Commission No.: HH 517730  
 My Commission Expires: 3/23/26

**ADDENDUM**  
(CORPORATE/FLORIDA)

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

1. Corporate resolution that authorizes the sale of the Property interest to Buyer in accordance with the provisions of this Agreement and a certificate of incumbency, and
2. Certificate of good standing from the Secretary of State of the State of Florida.
3. Copy of proposed opinion of counsel as required by paragraph B. below.

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

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

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

SELLER

BUYER

ONE NINE CATTLE COMPANY INC.,  
a Florida Corporation

BY: Glenn K. Bass  
Glenn K. Bass, President

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

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

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
AS ITS: \_\_\_\_\_

10/18/2024  
Date Signed by Seller

\_\_\_\_\_  
Date signed by Buyer

**A TECHNICAL REVIEW MEMORANDUM OF APPRAISALS**

**RFLPP PROJECT:  
ONE NINE CATTLE CE**

**PROPERTY LOCATED EAST OF THE INTERSECTION OF  
NW 240<sup>TH</sup> STREET AND NW 192<sup>ND</sup> AVENUE  
OKEECHOBEE, FL 34972**

**APPRAISALS PREPARED BY:**

**TOD MARR & ASSOCIATES, LLC  
4735 94th STREET NORTH, UNIT A  
ST. PETERSBURG, FL 33708**



**STRING APPRAISAL SERVICES, INC.  
6039 CYPRESS GARDENS BOULEVARD, SUITE 420  
WINTER HAVEN, FL 33884**

**PREPARED FOR:  
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
RURAL AND FAMILY LANDS PROTECTION PROGRAM (RFLPP)  
3125 CONNER BOULEVARD  
TALLAHASSEE, FL 32399**

**WITH AN EFFECTIVE DATE OF VALUE AS OF  
JUNE 26, 2024**

**REVIEWER**

**PHILIP M. HOLDEN, MAI  
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ 1666**

**S. F. HOLDEN, INC.  
8259 NORTH MILITARY TRAIL, SUITE 10  
PALM BEACH GARDENS, FL 33410**

**JOB NO. 3545 One Nine Cattle**



**REAL ESTATE APPRAISERS AND CONSULTANTS**

Licensed Real Estate Broker

Square Lake Centre, Suite 10 8259 North Military Trail Palm Beach Gardens, Florida 33410-6352  
(561) 626-2004 Fax (561) 622-7631

September 16, 2024

Amy Phillips, Land Acquisition Coordinator  
Florida Department of Agriculture and Consumer Services  
Rural and Family Lands Protection Program  
3125 Conner Boulevard  
Tallahassee, FL 32399

Re: Technical Review Memorandum  
Project: One Nine Cattle CE  
Located east of the intersection of NW 240<sup>th</sup> Street and NW 192<sup>nd</sup> Avenue  
Okeechobee, FL 34972

Dear Ms. Phillips:

As per the task assignment, I have reviewed the appraisal reports on the captioned property with an effective date of June 26, 2024, prepared by:

- Tod Marr, MAI, CCIM, State-Certified General Real Estate Appraiser RZ1237 of Tod Marr & Associates, LLC, (Marr) and
- Joseph S. String, MAI, State-Certified General Real Estate Appraiser RZ96 of String Appraisal Services, Inc. (String)

The effective date of the reviewer's opinions and conclusions is September 16, 2024.

The appraisers were requested to provide the Florida Department of Agriculture and Consumer Services (FDACS) with an estimate of the impact on market value from encumbering the 2,787.57-acre subject with a proposed conservation easement. The appraisers both appropriately valued the subject property using the before and after method relying on the sales comparison approach with the difference indicating the estimated impact on market value of the conservation easement. The effective date of value for both reports was June 26, 2024 as both appraisers and reviewer inspected the property at the same time. The values estimated are subject to easements and encumbrances identified in American Government Services Corporation Commitment for Title Insurance, File 33069, dated May 10, 2024, and proposed Conservation Easement (CE) documents provided. The ownership is held under the name One Nine Cattle Company, Inc.

Amy Phillips, Land Acquisition Coordinator  
Florida Department of Agriculture and Consumer Services  
Rural and Family Lands Protection Program  
Page Two  
September 16, 2024

The client and intended user for this Technical Review Memorandum, as well as the appraisal reports on which it is based is the Florida Department of Agriculture and Consumer Services (FDACS), Rural and Family Lands Protection Program. FDACS will rely upon the analysis, opinions, and conclusions to make internal decisions regarding the potential acquisition of the conservation easement, subject to those exceptions identified in the title insurance policy.

### **Scope of Work**

This Technical Review and the appraisals were prepared for the client and intended user in estimating the effect on market value of a conservation easement proposed to encumber the property.

This technical review was prepared in conformance with:

- The *Uniform Standards for Professional Appraisal Practice* (The Appraisal Foundation, (USPAP 2024 Edition),
- The Supplemental Appraisal Standards for the Board of Trustees (SASBOT, 2016) for the State of Florida, as well as Rule 18-1.006, Florida Administrative Code (FAC),
- *Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute*.

I personally inspected the subject property along with the appraisers, FDACS representatives, owners, and owner representative Julie Morris with Florida Conservation Group on June 26, 2024, to become familiar with the subject and this particular area of Okeechobee County. This review was limited to the information, data and analysis contained in the reports as no additional research was conducted by me, nor have I substituted my judgement for that of the appraisers. The ownership appraised and the market and surrounding area were thoroughly analyzed and described in the reports as presented so additional research did not appear necessary.

The purpose of this review is to form an opinion about the quality of Marr and String's work encompassing completeness, adequacy, relevance, appropriateness and reasonableness. It was also necessary to check that the reports comply with applicable standards and contract requirements. The purpose does not include the development of an independent opinion of value.

Amy Phillips, Land Acquisition Coordinator  
Florida Department of Agriculture and Consumer Services  
Rural and Family Lands Protection Program  
Page Three  
September 16, 2024

Since the purpose of this technical review was to form an opinion based on the Uniform Standards of Professional Appraisal Practice, and the Supplemental Appraisal Standards of the Board of Trustees, I focused my attention to:

- The applicable standards that the appraisals were to address;
- The completeness of the reports;
- The completeness of the description of the property and interest being appraised;
- The development of highest and best use and supporting information;
- The appraisal methods and techniques utilized and their appropriateness; and
- The soundness of the analysis, opinions and conclusions based on the information presented.

I have reviewed the reports, discussed the relevant appraisal issues about the property and the interests being appraised with the appraisers and the client, and requested amendments for clarification and providing additional support where necessary. Standards 3 and 4 of the Uniform Standards of Professional Appraisal Practice (USPAP 2024 Edition), the requirements of FDACS, SASBOT (2016), and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute have been applied in the development and communication of this Technical Review Memorandum.

## **Conclusion**

The appraisers developed independent, supportable indications of before values (fee simple interest subject to the title issues as best they could be determined) and after values (remainder interest) subject to the proposed conservation easement. The difference between these market value indications is the impact the proposed conservation easement interest has on market value for the One Nine Cattle Company, Inc. property as follows. The slight divergence between the market value conclusions is to be expected with independent appraisals and is considered insignificant.



Amy Phillips, Land Acquisition Coordinator  
 Florida Department of Agriculture and Consumer Services  
 Rural and Family Lands Protection Program  
 Page Four  
 September 16, 2024

	<b>MARR</b>	
<i>Effective Date of Value:</i>	<i>June 26, 2024</i>	
Estimated Fee Simple Value (Before)	\$17,560,000	\$6,300 per acre
Estimated Value as Encumbered by CE (After)	<u>\$7,250,000</u>	\$2,600 per acre
<b>Difference Attributable to Conservation Easement</b>	<b>\$10,310,000</b>	<b>\$3,700 per acre</b>

	<b>STRING</b>	
<i>Effective Date of Value:</i>	<i>June 26, 2024</i>	
Before Value (Fee Simple Interest)	\$17,425,000	\$6,251 per acre
After Value (Remainder Interest)	<u>\$7,675,000</u>	\$2,753 per acre
<b>Easement Interest Value</b>	<b>\$9,750,000</b>	<b>\$3,498 per acre</b>

The values reported are based on reasonable extraordinary assumptions and a hypothetical condition referenced in the reports and presented later in this review.

I recommend approval of the appraisals as credible studies of the market values of the fee and less than fee simple interests in the parcel and that they be used as the basis for the establishment of the amount believed to be the impact on market value for acquisition of the proposed easement.

Thank you for the opportunity to serve Florida's Department of Agriculture and Consumer Services.

Respectfully,  
 S. F. HOLDEN, INC.

Philip M. Holden, MAI  
 State-Certified General Real Estate Appraiser RZ 1666

/sh

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**ADDENDA**

Qualifications

**TECHNICAL REVIEW MEMORANDUM**

Project Identification	One Nine Cattle CE
Parcel Identification No.	Okeechobee County PCNs 1-04-35-33-0A00-00001-C100 1-04-35-33-0A00-00001-C200 1-05-35-33-0A00-00001-0000 1-06-35-33-0A00-00001-0000 1-07-35-33-0A00-00001-0000 1-08-35-33-0A00-00001-0000
Legal Description	Abridged: Lots 7, 8, 9, 10, and 23, Southern Colonization Company, according to the map or plat therefore recorded in Plat Book 4, Page 3, of the Public records of Okeechobee County, Florida; AND, All of Sections 5, 6, 7, and 8 in Township 35 South, Range 33 East, all lying and being in Okeechobee County, Florida.  Source: American Government Services Corporation Commitment for Title Insurance, File 33069, dated May 10, 2024
Owner	One Nine Cattle Company, Inc. 16525 Highway 98 North Okeechobee, FL 34972-0404
Appraisal Firms	Tod Marr, MAI, CCIM State-Certified General Real Estate Appraiser RZ1237 Tod Marr & Associates, LLC 4735 94th Street North, Unit A St. Petersburg, FL 33708  Joseph S. String, MAI State-Certified General Real Estate Appraiser RZ69 String Appraisal Services, Inc. 6039 Cypress Gardens Boulevard, Suite 420 Winter Haven, FL 33884
Property Location	The subject is located east of the intersection of NW 240 <sup>th</sup> Street (County Road 724) and NW 192 <sup>nd</sup> Avenue, southeast of unrecorded Viking Estates located in a remote rural rea of northwest Okeechobee County, Florida.

**TECHNICAL REVIEW MEMORANDUM**

Dates	Holden	Effective date of reviewer’s opinions and conclusion September 16, 2024									
	Marr	Date of Inspection / Value Date of Report June 26, 2024 September 11, 2024									
	String	Date of Inspection / Value Date of Report June 26, 2024 September 12, 2024									
Interest Appraised		<p>Before Value: Fee Simple Interest subject to those exceptions identified in American Government Services Corporation Commitment 33069, dated May 10, 2024.</p> <p>After Value: Fee Simple Interest subject to those exceptions reported in American Government Services Corporation Commitment 33069, dated May 10, 2024, and subject to the terms and conditions of the proposed “Deed of Rural Lands Protection Easement”.</p>									
Ownership History		<p>There have been no sales or transfers of the subject property in the past 13 years. The subject is not known to be listed for sale and there are no pending contracts.</p> <p>There is a 5-year, 300-acre farm lease to Pero Family Farms, LLC dated June 2, 2023.</p>									
Size / Shape		<p>The property that was the subject of the two reports contains 2,787.57 acres, according to information provided with this assignment, with a land breakdown as follows:</p> <table border="0" data-bbox="597 1451 1443 1562"> <tr> <td>Uplands</td> <td>80%</td> <td>2,230.05 acres</td> </tr> <tr> <td>Wetlands</td> <td><u>20%</u></td> <td><u>557.52 acres</u></td> </tr> <tr> <td>Total</td> <td>100%</td> <td>2,787.57 acres</td> </tr> </table> <p>The shape of the subject is essentially rectangular but the northeast corner has an appendage. Note: the Okeechobee County Property Appraiser reports that the subject contains 2,676.24 acres – 111.33 acres less than the size provided by the client for this assignment.</p>	Uplands	80%	2,230.05 acres	Wetlands	<u>20%</u>	<u>557.52 acres</u>	Total	100%	2,787.57 acres
Uplands	80%	2,230.05 acres									
Wetlands	<u>20%</u>	<u>557.52 acres</u>									
Total	100%	2,787.57 acres									

## TECHNICAL REVIEW MEMORANDUM

Access	The subject has access from the end of NW 240 <sup>th</sup> Street via a 70' wide nonexclusive easement for pedestrian and vehicular ingress/egress purposes recorded in Instrument 20240054569, Public Records of Okeechobee County, Florida. This is a poorly maintained graded road.								
2023 Assessed Value	<table><tr><td>Acreage</td><td>2,676.24 acres</td></tr><tr><td>Just Value</td><td>\$22,186,984</td></tr><tr><td>Assessed / Taxable Value</td><td>\$592,855</td></tr><tr><td>2023 Taxes (Total)</td><td>\$8,252.02</td></tr></table> <p>Note that the assessment is based on 2,676.24 acres as reported by the Okeechobee County Property Appraiser, which is smaller than the 2,787.57-acre size provided by the client and what this appraisal is based on.</p>	Acreage	2,676.24 acres	Just Value	\$22,186,984	Assessed / Taxable Value	\$592,855	2023 Taxes (Total)	\$8,252.02
Acreage	2,676.24 acres								
Just Value	\$22,186,984								
Assessed / Taxable Value	\$592,855								
2023 Taxes (Total)	\$8,252.02								
Zoning / Future Land Use	<p>Zoning: A, Agriculture, which allows agriculture, silviculture, recreation, and low-density residential subdivision at a density of 1 du/10 acres of paved roads, and 1 du/40 acres on unpaved roads.</p> <p>FLUP: Agriculture, which allows agriculture, silviculture, recreation, and low-density residential subdivision.</p>								
Military Operations Area	The subject is located in the Military Influence Planning Area II (MIPA II), which addresses overlaying restricted airspace, military training routes, and military operation areas. It deals with blast noise, low level flight training, and areas where night vision training occurs. Neither appraiser found this to be a significant issue.								
Utilities	There are no municipal water or sewer services to the property; therefore, water and sewer would be by a well and septic system. Both electric and telephone services are in the area and available for the property.								
Topography	The subject is located on the east side of the floodplain of the Kissimmee River. The land is fairly flat with little topographic relief. Elevations range from 55 and 56 feet above sea level along the north boundary line to 53-to-54 feet above sea level along the southern boundary.								

## TECHNICAL REVIEW MEMORANDUM

	<p>The natural drainage is south and southeast through Ash Slough before joining with Gore Slough and Cypress Slough to form Chandler Slough which then empties into Pool E of the channelized Kissimmee River. Drainage has been significantly altered by the drainage ditches and canals in the Coquina Water Control District for unrecorded Viking Estates to the north.</p>						
	<p>The primary upland land use is improved pasture which accounts for approximately 74% of the total land area. Secondary upland land uses include unimproved/woodland pasture and dry prairie. The two dominant wetland land uses are isolated freshwater marsh and mixed wetland hardwoods accounting for about 18% of the total land area.</p>						
Soils	<p>The NRCS Soil Maps indicate the following major soils on the property:</p> <table border="1"><thead><tr><th><i>Map Unit</i></th><th><i>% of Property</i></th></tr></thead><tbody><tr><td>11-Immokalee fine sand</td><td>2%</td></tr><tr><td>14-Myakka fine sand</td><td>57%</td></tr></tbody></table> <p>These soils account for approximately 60% of the total land area and are generally suitable for agricultural uses, recreation, and other appropriate uses</p>	<i>Map Unit</i>	<i>% of Property</i>	11-Immokalee fine sand	2%	14-Myakka fine sand	57%
<i>Map Unit</i>	<i>% of Property</i>						
11-Immokalee fine sand	2%						
14-Myakka fine sand	57%						
	<table border="1"><tbody><tr><td>Hydric soils</td><td>02-Basinger fine sand</td><td>13%</td></tr><tr><td></td><td>19-Floridana, Placid, and Okeelanta soils, Frequently flooded</td><td>20%</td></tr></tbody></table> <p>These soils account for approximately 33% of the total land area and are typically useful for livestock grazing and recreation; however, if water control systems are implement, useful for vegetable and sod farming.</p>	Hydric soils	02-Basinger fine sand	13%		19-Floridana, Placid, and Okeelanta soils, Frequently flooded	20%
Hydric soils	02-Basinger fine sand	13%					
	19-Floridana, Placid, and Okeelanta soils, Frequently flooded	20%					
Flood Zone Information	<p>According to FEMA Flood Zone maps 12093C0260C and 12093C0275C, dated July 16, 2015, the subject lies in the following zones:</p> <p>Flood Zone A: An area with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas, no depths or base flood elevations are shown within these zones. 60% of the property is in Flood Zone A.</p>						

## TECHNICAL REVIEW MEMORANDUM

### Oil, Gas, Mineral Rights

Flood Zone X: An area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood. 40% of the property is in Flood Zone X.

Based on the title commitment prepared by American Government Services Corporation Commitment 33069, dated May 10, 2024, the commitment references oil, gas or mineral leases, which both appraisers found had no impact on highest and best use or their market value conclusions.

The OGM Memorandum dated June 4, 2024 provided by the Florida Department of Environmental Protection, Florida Geological Survey stated that oil and gas wells have been drilled for multiple decades throughout Florida and that the only oil and gas producing areas are around the Sunniland Trent (65 miles away) and the Jay Area in the Panhandle (422 miles away). There are two permitted oil and gas wells within 10 miles of the subject, and both were plugged and abandoned dry holes. They further stated that the potential for recovery of economically viable quantities of hydrocarbons from conventional reservoirs beneath this property is low.

There is one mine within 10 miles of the subject, a fill dirt and shellrock mine. Aerial imagery suggests this mine is no longer active. The report stated that the potential for economically mineable material, including fill dirt and shellrock on the subject property is low to medium; however, only a site-specific valuation will be able to reveal the true potential of the site's mineral resources.

### Brief Summary of the Easements, Encroachments

A review of the title commitment prepared by American Government Services Corporation Commitment 33069, dated May 10, 2024, indicated the following exceptions:

#### Item #10

Reservations and conditions running with the land as set forth in that certain deed dated April 24, 1912 and recorded February 28, 1918 in Deed Book B, Page 109, of the Public Records of Okeechobee county, Florida.

**TECHNICAL REVIEW MEMORANDUM**

String	<i>Drainage easements such as this are very common in rural areas and are not only beneficial for the party reserving the rights but also beneficial to the party encumbered. This has no negative impact on value.</i>
Marr	<i>Drainage ditches are typical on agricultural tracts and this has no impact on value.</i>
Item #11	Reservations and conditions running with the land as set forth in that certain deed dated February 13, 1913 and recorded February 28, 1918 in Deed Book B, Page 125, of the Public Records of Okeechobee County, Florida.
String	<i>Drainage easements such as this are very common in rural areas and are not only beneficial for the party reserving the rights but also beneficial to the party encumbered. This has no negative impact on value.</i>
Marr	<i>Drainage ditches are typical on agricultural tracts and this has no impact on value.</i>
Item #12	Reservations and conditions running with the land as set forth in that certain deed dated April 10, 1913 and recorded February 28, 1918 in Deed Book B, Page 166, of the Public Records of Okeechobee County, Florida.
String	<i>Drainage easements such as this are very common in rural areas and are not only beneficial for the party reserving the rights but also beneficial to the party encumbered. This has no negative impact on value.</i>
Marr	<i>Drainage ditches are typical on agricultural tracts and this has no impact on value.</i>
Item #13	Reservations and conditions running with the land as set forth in that certain deed dated October 7, 1913 and recorded February 28, 1918 in Deed Book B, Page 271, of the Public Records of Okeechobee County, Florida.
String	<i>Drainage easements such as this are very common in rural areas and are not only beneficial for the party reserving the rights but also beneficial to the party encumbered. This has no negative impact on value.</i>



**TECHNICAL REVIEW MEMORANDUM**

Marr	<i>Drainage ditches are typical on agricultural tracts and this has no impact on value.</i>
Item #14	Reservations and conditions running with the land as set forth in that certain deed dated February 1, 1915 and recorded February 28, 1918 in Deed Book B, Page 405, of the Public Records of Okeechobee County, Florida.
String	<i>Drainage easements such as this are very common in rural areas and are not only beneficial for the party reserving the rights but also beneficial to the party encumbered. This has no negative impact on value.</i>
Marr	<i>Drainage ditches are typical on agricultural tracts and this has no impact on value.</i>
Item #15	Reservations and conditions running with the land as set forth in that certain deed dated March 27, 1917 and recorded February 28, 1918 in Deed Book B, Page 547, of the Public Records of Okeechobee County, Florida.
String	<i>Drainage easements such as this are very common in rural areas and are not only beneficial for the party reserving the rights but also beneficial to the party encumbered. This has no negative impact on value.</i>
Marr	<i>Drainage ditches are typical on agricultural tracts and this has no impact on value.</i>
Item #16	Oil, Gas and Mineral Lease by and between James Durrance and wife, Christine Durrance, Lessor, and Sun Oil, Company, a New Jersey Corporation, Lessee, dated June 9, 1953 and recorded July 21, 1953 in Deed Book 58, Page 44, of the Public Records of Okeechobee County, Florida. <u>Note: Exception to be deleted upon receipt of Schedule B-1, #15 requirement.</u>
String	<i>Much of this document is unreadable; however, it appears that the lease has long since been terminated and nothing indicates the Lessee re-recorded their interest within the 30-year time period requirement of the Marketable Record Title Act, essentially eliminating the right of entry. This no longer appears to impact market value.</i>

**TECHNICAL REVIEW MEMORANDUM**

Marr	<i>Due to the Marketable Record Title Act (MRA), the right of entry appears to have been terminated. The exception has no impact on value.</i>
Item #17	Oil, Gas and Mineral Lease by and between One Nine Cattle Company, Inc., a Florida corporation, Lessee, and MCOR Oil and Gas Corporation, Lessor, dated September 3, 1980 and recorded December 23, 1980 in Official Records Book 239, Page 145, of the Public Records of Okeechobee County, Florida. <u>Note: Exception to be deleted upon receipt of Schedule B-1, #16 requirement.</u>
String	<i>It appears this lease has terminated and nothing in the title documents indicated the Lessees re-recorded their interest within the 30-year time period requirement of the Marketable Record Title Act, essentially eliminating the right of entry. This no longer appears to impact market value.</i>
Marr	<i>Due to the Marketable Record Title Act (MRA), the right of entry appears to have been terminated. The exception has no impact on value.</i>
Item #18	Oil, Gas and Mineral Lease by and between One Nine Cattle Company, Inc., a Florida corporation, Lessee, and MCOR Oil and Gas Corporation, Lessor, dated May 20, 1981 and recorded June 29, 1981 in Official Records Book 242, Page 1862, of the Public Records of Okeechobee County, Florida. <u>Note: Exception to be deleted upon receipt of Schedule B-1, #17 requirement.</u>
String	<i>It appears this lease has terminated and nothing in the title documents indicated the Lessees re-recorded their interest within the 30-year time period requirement of the Marketable Record Title Act, essentially eliminating the right of entry. This no longer appears to impact market value.</i>
Marr	<i>Due to the Marketable Record Title Act (MRA), the right of entry appears to have been terminated. The exception has no impact on value.</i>

## TECHNICAL REVIEW MEMORANDUM

- Item #19 | Oil, Gas and Mineral Lease by and between One Nine Cattle Company, Inc., a Florida corporation, Lessee, and Sabine Corporation, Lessor, dated June 21, 1988 and recorded July 22, 1988 in Official Records Book 297, Page 131, of the Public Records of Okeechobee County, Florida. Note: Exception to be deleted upon receipt of Schedule B-1, #18 requirement.
- String | *It appears this lease has terminated and nothing in the title documents indicated the Lessees re-recorded their interest within the 30-year time period requirement of the Marketable Record Title Act, essentially eliminating the right of entry. This no longer appears to impact market value.*
- Marr | *Due to the Marketable Record Title Act (MRA), the right of entry appears to have been terminated. The exception has no impact on value.*
- Item #20 | Oil, Gas and Mineral Lease by and between One Nine Cattle Company, a Florida corporation, Lessee, and Sabine Corporation, Lessor, dated August 3, 1988 and recorded September 6, 1988 in Official Records Book 298, Page 381, of the Public Records of Okeechobee County, Florida. Note: Exception to be deleted upon receipt of Schedule B-1, #19 requirement.
- String | *I could read “unless sooner terminated, or longer kept in force, this lease shall remain in force for a term of five (5) years from the date hereof, called the “primary term”, and as long thereafter as operations hereinafter described are conducted upon sand land with no cessation for more than 90 consecutive days”. This does not have any impact on value.*
- Marr | *This exception has no impact on value.*
- Item #21 | Right-of-Way Easement from One Nine Cattle Company, Inc., a Florida corporation, to Glades Electric Cooperative, Inc., a Florida corporation, dated April 6, 2009 and recorded August 4, 2009 in Official Records Book 673, Page 1607, of the Public Records of Okeechobee County, Florida.

**TECHNICAL REVIEW MEMORANDUM**

String	<i>These types of utility easements are fairly common on large rural acreage tracts, not only to benefit the user but adjacent users also. This has no meaningful impact on market value.</i>
Marr	<i>Utility easements are common on large rural acreage tracts and this exception has no impact on value.</i>
Item #22	Notice of Environmental Resource or Surface Water Management Permit from South Florida Water Management District, to One Nine Cattle Company, dated November 19, 2010 and recorded December 6, 2010 in Official Records Book 694, Page 1599, of the Public Records of Okeechobee County, Florida.
String	<i>This gives One Nine Cattle Company the right to conduct surface alterations which have already occurred. This has no impact on the subject property, as the changes have already occurred.</i>
Marr	<i>These surface alterations have already been completed and this exception has no impact on value.</i>
Item #23	Restrictions, conditions, reservations, easements and other matters contained on the Plat of Southern Colonization Company as recorded in Plat Book 4, Page 3, of the Public Records of Okeechobee County, Florida.
String	<i>This document is totally unreadable.</i>
Marr	<i>This document was not legible.</i>
	NOTE: Items 1, 2, 5, 6, 8, and 9 will be deleted upon receipt of fully executed affidavits regarding the issues raised in said items.
	NOTE: Items 3 and 4 will be deleted upon receipt of a satisfactory survey.
Other Encumbrances	There were no reported unrecorded cattle or hunting leases. There is a 5-year farm lease for 300 acres dated June 2, 2023

**TECHNICAL REVIEW MEMORANDUM**

Improvements	Typical ranch improvements including fences, cross fences, gates, ditches, culverts, drainageways, internal ranch roads and trails, water holes, etc. In addition, there are 300 acres of irrigated and drained leased farmland, five 8” wells (one non-operational), one 4” solar powered livestock trough, cattle pens, and a 2,258 SF steel frame hay shed.
Fixtures	There were no personal property items, fixtures, chattel, or equipment involved in this appraisal assignment.
Highest and Best Use	
Marr	BEFORE Agriculture and recreation with potential future residential  AFTER implementation of the perpetual conservation easement is to use it for agriculture and recreation.
String	BEFORE implementation of the “Deed of Rural Lands Protection Easement” - Continued agriculture and recreation with potential for residential subdivision very far out into the foreseeable future – 40 years hence  AFTER implementation of the “Deed of Rural Lands Protection Easement” - Continued agriculture and recreation uses excluding subdivision and residential dwellings
Present Use	Agriculture (cattle ranch) and recreation

**TECHNICAL REVIEW MEMORANDUM**

<b>MARR</b>	Values	Before Value (Fee Simple Interest)	\$17,560,000
		After Value (Remainder Interest)	<u>\$7,250,000</u>
		Easement Interest Value	\$10,310,000
	Unit Values	Unencumbered Value	\$6,300 per acre
		Encumbered Value	\$2,600 per acre
		Impact of CE per acre	\$3,700 per acre
	Sales Data	Range of Unadjusted Land Sales	
		Before Sales	\$6,057 to \$7,102/Acre
		After Sales	\$1,161 to \$3,405/Acre
	Extraordinary Assumption	<p>1. The value of the Perpetual Conservation Easement is based on the draft conservation easement that was supplied by Florida Department of Agriculture and Consumer Services, which is included within the addendum of this report. Any change in the perpetual conservation easement could materially change my value conclusions.</p> <p>The use of the extraordinary assumption might have affected the assignment results.</p>	
	Hypothetical Condition	<p>1. In the Encumbered Valuation (After Scenario) it is assumed that the Perpetual Conservation Easement is in place, and this is a "Hypothetical Condition".</p> <p>The use of the hypothetical condition might have affected the assignment results.</p>	
	Exposure Time	12 months	
	Marketing Time	12 months	

**TECHNICAL REVIEW MEMORANDUM**

<b>STRING</b>	Values	Before Value	\$17,425,000
		Less After Value	<u>\$7,675,000</u>
		Impact from Conservation Easement	\$9,750,000
	Unit Values	Unencumbered Value	\$6,251 per acre
		Encumbered Value	\$2,753 per acre
		Impact of CE per acre	\$3,498 per acre
	Sales Data	Range of Unadjusted Land Sales	
		Before Sales	\$6,052 to \$8,500/Acre
		After Sales	\$1,161 to \$3,405/Acre
Extraordinary Assumption		1. The appraiser assumes as an Extraordinary Assumption that the terms and conditions in the “Deed of Rural Lands Protection Easement” are indeed the same exact terms and conditions that will be implemented if negotiations prove successful. The use of this Extraordinary Assumption might have affected the assignment results.	
Hypothetical Condition		1. As of the date of appraisal, the owner of the subject property holds fee simple interest in the property, subject to those exceptions identified in American Government Services Corporation Commitment 33069, dated May 10, 2024. The appraisal of a property to be encumbered by a perpetual conservation easement requires the appraiser to employ a “Before” analysis and an “After” analysis, necessitating the appraiser to assume in the “After” analysis that the perpetual conservation easement has been implemented – when in fact it has not. The use of this Hypothetical Condition might have affected the assignment results.	
		Reviewers note: The Extraordinary Assumption and Hypothetical Condition used by both appraisers were reasonable, appropriate and necessary given the assignment.	
	Exposure Time	6-12 months	
	Marketing Time	12+ months	

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**TECHNICAL REVIEW MEMORANDUM**

Reviewer

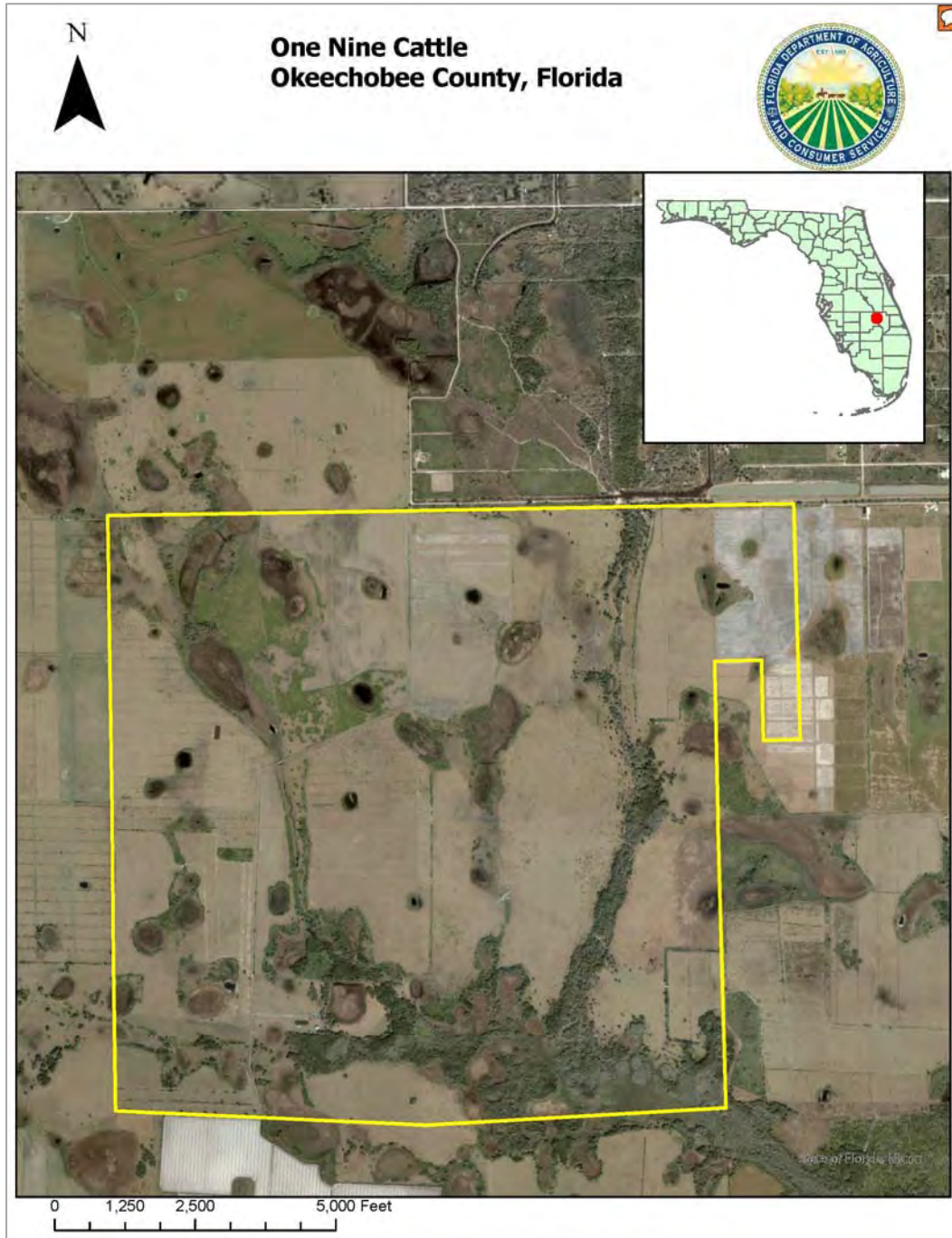
Philip M. Holden, MAI  
State-Certified General Real Estate Appraiser RZ 1666

S. F. Holden, Inc.  
8259 North Military Trail, Suite 10  
Palm Beach Gardens, FL 33410



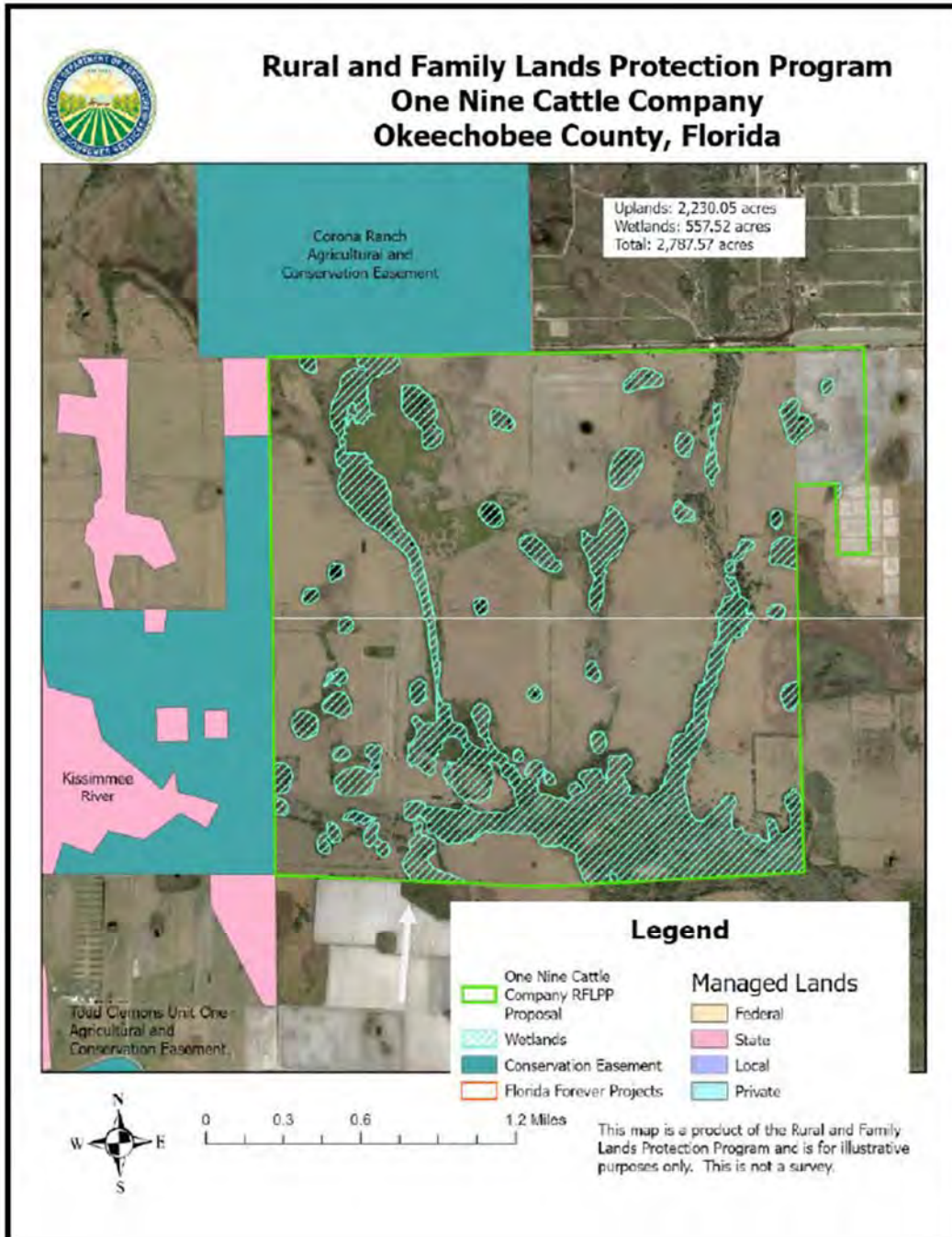
**TECHNICAL REVIEW MEMORANDUM**

**Subject Parcel**



TECHNICAL REVIEW MEMORANDUM

Subject Parcel



## SCOPE OF APPRAISAL

The client and intended user for this Technical Review Memorandum, as well as the appraisal reports on which it is based, is:

Florida Department of Agriculture and Consumer Services (FDACS)  
Rural and Family Lands Protection Program (RFLPP)  
Land Acquisition Section  
3125 Conner Boulevard  
Tallahassee, FL 32399

The intended use of the appraisals was to assist the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program (RFLPP), with acquisition decisions regarding the potential conservation easement. The purpose of this appraisal is to provide an opinion of the market value of the subject before the easement is in place and an opinion of the market value of the subject as if the easement were in place. The difference between the two values is the impact of the conservation easement on property ownership interest, highest and best use and market value.

The values were predicated on extraordinary assumptions and one hypothetical condition as prominently presented in the reports and copied herein. Individuals at the field inspection on June 26, 2024, included:

Clyde Bass; Glen Bass	Owners
Amy Phillips Bret Hader	Florida Department of Agriculture and Consumer Services
Julie Morris	Owner Representative Florida Conservation Group
Tod Marr, MAI, CCIM	Appraiser Tod Marr & Associates, LLC 4735 94th Street North, Unit A St. Petersburg, FL 33708
Joseph S. String, MAI	Appraiser String Appraisal Services, Inc. 6039 Cypress Gardens Boulevard, Suite 420 Winter Haven, FL 33884
Philip M. Holden, MAI	Review Appraiser (Timothy Holden attended as well) S. F. Holden, Inc. 8259 North Military Trail, Suite 10 Palm Beach Gardens, FL 33410

## SCOPE OF APPRAISAL

During an initial meeting on June 26, 2024 the appraisers and review appraiser gained insight into what was to be appraised, gathering information relating to the general location and access of the subject property, water control and details about the present and historical uses as well as ownership and history. Following this meeting, the attendees proceeded to conduct a field inspection of the property.

The inspection provided the appraisers and reviewer with an opportunity to determine access, shape, topography, view, and measure improvements as well as take representative photographs that would be incorporated into the completed reports. Following the inspection of the subject property, the appraisers made a cursory inspection of the surrounding neighborhood as well.

The appraisers collected and assembled information from various sources, i.e., the County Property Appraisers, County Tax Collectors, the County Clerks, the County Planning/Zoning Departments. They also spent time reviewing plat maps, tax maps, topographical maps, soil maps, flood maps, and aerial photographs of the property and made personal contact with authorities when necessary.

Once this data was assembled the appraisers analyzed the property to estimate highest and best use both as is (Before Approach) subject to the items outlined in the title information. They then analyzed the highest and best use as encumbered with the proposed conservation easement (After Approach) also considering the title issues. The importance of the highest and best use analysis is that it lays the foundation not only for the valuation process, approaches, techniques, and market data to be considered in estimating the market values in both the before and after scenarios.

The appraisal of a proposed perpetual conservation easement involves two separate valuations:

- **Before Scenario:** This scenario involves appraising the property prior to the implementation of the proposed easement, subject to exceptions identified in the title insurance policy as best the appraisers could decipher the items reported. After estimating the highest and best use, the property is valued utilizing all approaches relevant to the property being appraised, namely the cost approach, the sales comparison approach, and the income approach. The cost approach and the income approaches were determined by both appraisers not to apply in this case and that the sales comparison approach was the only appropriate approach.

*The appraisers correctly determined that the cost and the income approaches were not relevant and in the before approach and the appraisers appropriately relied only on the sales comparison approach.*

## SCOPE OF APPRAISAL

- **After Scenario:** This scenario involves appraising the property after implementation of the “Deed of Rural Lands Protection Easement” subject to exceptions identified in the title insurance policy but now subject also to the terms and conditions of the “Deed of Rural Lands Protection Easement.” After estimating the highest and best use, the property is valued utilizing all approaches relevant to the property being appraised, namely the cost approach, the sales comparison approach, and the income approach.

Again, the cost approach and the income approaches were determined by both appraisers not to apply and that only the sales comparison approach was appropriate.

*The appraisers correctly determined that the cost and the income approaches were not relevant in the after approach and they appropriately relied only on the sales comparison approach.*

The difference between the “Before Value” and the “After Value” as reported by the appraisers represents the impact that the proposed perpetual conservation easement interest has on market value.

## **OKEECHOBEE COUNTY DATA**

Please see the reports for a more detailed Okeechobee County description. The subject property is located in a rural area of unincorporated northwest Okeechobee County. Okeechobee County is located in the south-central portion of the State of Florida, one county west of the Atlantic Ocean. It is bordered on the north by Osceola and Polk Counties, the east by Indian River, St. Lucie, and Martin Counties, on the south by Lake Okeechobee, and on the east by Highlands and Glades Counties.

Okeechobee County ranks 47<sup>th</sup> in the State of Florida in terms of population. While the coastal counties continue to be the most heavily populated and developing areas, the interior counties like Okeechobee county should continue to show modest population gains and remain heavily dependent upon agriculture. Very little change is expected into the foreseeable future.

## **NEIGHBORHOOD DESCRIPTION**

The subject ranch is located in a rural area of northwest Okeechobee County, east of the Kissimmee river and south of the Okeechobee – Osceola County line. The neighborhood boundaries also include US Highway 441 to the east and US Highway 98 to the south. The land uses in this area are dominated by agricultural operations that include cattle ranching, dairy farming, row crop farming and to a lesser extent sod farming and citrus production. There are isolated pockets of rural residential development of 1-to-20-acre tracts, some in support of agriculture but others to enjoy the peace and serenity that rural living provides.

Major roads throughout this area include:

- US Highway 98 – a 2-lane major arterial road linking West Palm Beach in Palm Beach County to Sebring in Highlands County, passing around the east side of Lake Okeechobee and through the town of Okeechobee. It receives moderate traffic flow.
- US Highway 441 – a 2-lane major arterial road linking West Palm Beach in Palm Beach County to St. Cloud and Kissimmee in Osceola County, passing around the east side of Lake Okeechobee and through the town of Okeechobee.

Secondary roads throughout this neighborhood include County Road 68, Eagle Island Road (CR 724), Dinner Hammock Road, Micco Bluff Road, and CR 700A. For the most part, these are secondary 2-lane collector and connector roads used almost exclusively by local area residentials and commercial vehicles servicing the agricultural operations found throughout this area.

## NEIGHBORHOOD DESCRIPTION

The Kissimmee River is an important aspect in this neighborhood. It represents the connecting link between the numerous lakes making up the Upper Kissimmee Basin, Lower Kissimmee Basin as well as the coastal communities of Fort Myers on the west coast and Stuart on the east coast.

The South Florida Water Management District has been slowly restoring the Kissimmee River back to its historic course in conjunction with the Kissimmee River Restoration Project and the Everglades Restoration Project. The restoration project essentially redirected the 56 miles of channelized flow back to its original meandering course of 103 miles by plugging areas and opening up original oxbows. Restoring the river to its original course helps cleanse the water being dumped into Lake Okeechobee and eventually into the Everglades, Gulf of Mexico, and Atlantic Ocean.

The 106,000-acre Avon Park Air Force Range (APAFR) lies west of the Kissimmee River in Polk and Highlands Counties. This military training facility works in conjunction with the Florida Fish, Wildlife and Outdoor Recreation program to provide recreational opportunities to the public and military personnel on about 82,000 acres of the military installation. APAFR is primarily used by the military for air-to-ground training operations during the week, allowing public recreational opportunities on the weekends subject to changing schedules.

The Kissimmee Prairie Preserve State Park lies just north of the subject containing approximately 54,000 acres and represents 10% of the total original dry prairie ecosystem remaining in the State of Florida. It is characterized by large, flat open grass savannas and palmetto prairies and is the home to some threatened and endangered species.

Just east of the subject is the large Viking Estates subdivision, an unrecorded but platted land development project that encompasses 20 sections of land and features hundreds and hundreds of 1.25-acre, 2.5-acre, and 5-acre tracts serviced with graded roads in various states of maintenance. There are two paved roads within the Viking; Peavine Trail which provides direct access to the Kissimmee Prairie Preserve State Park and NW 144<sup>th</sup> Avenue which is located on the east side of the development. Today, only about 25% of the lots in the Viking have been improved with mobile homes or conventional built houses.

North and west of the subject are cattle ranches ranging in size from 1,000 to 5,000 acres, most of which are accessed via Micco Bluff Road, which runs north from US Hwy 98 paralleling the Kissimmee River. Several of these ranches have been encumbered by perpetual conservation easements. South of the subject are additional cattle ranches and also some row crop farmland and a dairy farm. Located along both sides of CR 724 is a mix of large agricultural tracts of land with some estate homesites on 20-to-100 acres.

## NEIGHBORHOOD DESCRIPTION

### Conclusion

This area has changed very little in the past 50 years, although there has been some conversion of agricultural uses from citrus to row crop farming. Due to this area being in close proximity to the Kissimmee River and its recognition as an environmentally significant area, various federal, state, and private environmental groups have been actively engaged in acquisitions, both in fee and perpetual easement purchases. There has been little change in this area in the past and not much change is foreseen in the future. Values will continue to vacillate as the commodity prices for cattle, citrus, vegetable crops, and sod fluctuate.



## ANALYSIS AND VALUE CONCLUSIONS

### Highest and Best Use - Before

The appraisers provided a through discussion of the four-part test of legal permissibility, physical possibility, financial feasibility, and maximum productivity with conclusions taken from the reports are as follows:

Marr	BEFORE AS IF VACANT: The highest and best use of the subject property is for agriculture and recreation with potential future residential
String	BEFORE: The highest and best use of the subject property is for continued agriculture and recreation with potential for residential subdivision very far out into the foreseeable future – 40 years hence.

### Highest and Best Use - After

Marr	AFTER: The highest and best use after implementation of the perpetual conservation easement is to use it for agriculture and recreation.
String	AFTER: The highest and best use in the After scenario for the subject property is for continued agriculture and recreation uses excluding subdivision and residential dwellings.

The appraisers' conclusions to highest and best use in both the before and after situations were reasonable given the property characteristics and supported based on their discussions and information presented.

The appraisers provided a discussion of the rights granted to the Grantee or buyer of the proposed conservation easement and the prohibited uses, and Grantor's or landowners' reserved rights including a comparison chart of the Before and After uses. The following is the chart included with the String report (Mar had a similar one) that outlines the before and after uses and their impacts to the property that is proposed to be encumbered:

**ANALYSIS AND VALUE CONCLUSIONS**

<b>Bundle of Rights</b>	<b>Before Easement</b>	<b>After Easement</b>	<b>Impact on Value</b>
Conveyance	Owner has the right to sell, mortgage, or lease the property	Grantor must negotiate with Grantee in good faith but if unsuccessful can sell to third party	Minor Impact – this will dilute the number of potential buyers who would not want to wait around to see if the Grantee decides to purchase the property
Subdivision	Property can be subdivided per zoning	No subdivision	Major Impact – loss of the future right to create and sell numerous subdivided sub-parcels allowed by zoning
Development Rights	No limitations or restrictions governing residential, commercial, or industrial buildings	No commercial buildings or industrial buildings	No Impact – zoning excludes commercial and industrial development and there is no demand for commercial or industrial development in this neighborhood
Agriculture	Right to clear all native uplands for agricultural use and to convert from one agricultural use to another	Right to continue agricultural uses, including cattle grazing with right to convert from one agricultural use to another agricultural use except in an SNA	No Impact – there is less than 10% of the uplands that have not been cleared and along with the wetlands are needed to retain the property’s recreation potential. The rights in the after scenario are essentially the same as in the before scenario.
Silviculture	Right of silviculture operations in uplands and/or wetlands	Right of silviculture in the uplands, wetlands, and SNA – subject to reforestation plans for SNAs	No Impact – this is not a silviculture tract, and the rights in the after scenario are essentially the same as in the before scenario
Mining	Allowed	No exploration and no mining, except for hydrocarbons by offsite slant or directional boring	No Impact – the owners did not allude to the mining potential, the DEP Florida Geological Survey report stated low potential for economically viable hydrocarbons and low to medium for fill dirt and shellrock
Mitigation Bank	Allowed	Allowed if it meets Florida and Federal Rules & Regulations	No impact – same in the after as in the before scenarios.
Host for Threatened & Endangered Species	Allowed	Silent	No Impact – same in after and as in the before scenarios
Passive Recreation, Hunting & Fishing	Allowed	Allowed	No Impact – same in before and after scenarios
Ecosystem market services	Allowed	Allowed	No Impact – same in the after as in the before scenarios
Quiet Enjoyment	Exclusive to property owner	Government has right to access with notice	Minor Impact – although another layer of government intervention, this should have little impact

## **ANALYSIS AND VALUE CONCLUSIONS**

### **Appraisal Approach - Before**

The appraisers correctly employed the sales comparison approach for estimating market value in the before approach. This is the most reliable tool appraisers use in valuation of properties like the subject with both analyses using the appropriate unit of comparison for this market of price paid per gross acre. The following is a merged summary of the data relied on by the appraisers and the final ratings shown in the adjustment chart from the reports.

For the before analysis, the appraisers researched Okeechobee and surrounding counties for fee simple ranch land sales data and consulted with local real estate brokers. The sales utilized were located in St. Lucy, Highlands, Osceola, Charlotte/Lee, and Hardee Counties. The data chosen was as similar as possible in regards to size, location and highest and best use compared to the subject, representing their opinion of the best transactions to be adjusted for dissimilarities and compared to the subject using the qualitative method.

The appraisers reportedly investigated the location of the subject compared to the specific locations of the sales data as well as the other typical factors that the market considers as having an effect on highest and best use, and ultimately market value/prices with the differences discussed narratively for each sale and summarized on adjustment charts in each report. The appraisers utilized qualitative adjustments in analysis of the sales data, which is typically how appraisers in this market account for differences between properties. The overall qualitative adjustments made to each sale appeared reasonable and justified and given the differences of the data compared to the subject. Only the final/overall ratings are shown in the following merged summary chart. The adjustment process addressed the significant market factors or categories related to comparison of the data to the subject.

During my review I analyzed the data and adjustments presented by the individual appraisers. The data used by both appraisers is summarized and compared as follows indicating the overlap on the choice of three sales. Their developed conclusions are shown on a price per acre basis within the merged chart in bold.

## ANALYSIS AND VALUE CONCLUSIONS

### Appraisal Approach – Before

ANALYSIS OF SALES DATA BEFORE APPROACH ONE NINE CATTLE CE								
Marr Sale #	String Sale #	Instrument OR Book/Page	Street/County	Date	Size (Acres)	Price per Acre	Marr Qualitative Analysis	String Qualitative Analysis
	1	4642 / 1399	Glades Cut Off Road St. Lucie County	7/2/2021	3,229.24	\$8,500		Significantly Superior
2		2293 / 0750	Womble Rd Highlands County	8/12/2023	1,816.00	\$7,102	Superior	
4	2	6228 / 1555	North Kenansville Road (US 441) Osceola County	5/26/2022	2,287.71	\$6,900	Superior	Slightly Superior
		<b>MARR</b>	<b>SUBJECT</b>	<b>6/26/2024</b>	<b>2,787.57</b>	<b>\$6,300</b>		
		<b>STRING</b>	<b>SUBJECT</b>	<b>6/26/2024</b>	<b>2,787.57</b>	<b>\$6,250</b>		
3	3	2023000193911 (Lee) 3272773 (Charlotte)	Nalle Grade Road Charlotte & Lee Counties	5/31/2023	2,752.01	\$6,177	Similar	Similar
1	4	202425000177	Ham Road Hardee County	1/9/2024	1,684.00	\$6,052	Inferior	Similar

I find the data and analyses of the data reasonable and credible as presented in the reports for establishing the before market value of the subject. Both appraisers having little overlap in the sales data reconciled reasonably similar market value estimates with Marr at \$6,300 per acre and String at \$6,250 per acre; both well supported by the sales prices of the data sets and consistent with the individual qualitative rankings. The conclusions are complementary, with the spread between the appraisers' conclusions not considered unusual or significant.

### Appraisal Approach – After

The appraisers correctly employed the sales comparison approach for estimating market value in the after situation. This is the most reliable tool appraisers use in valuation of encumbered tracts when ample comparable sale data of lands encumbered with conservation easements is available, and ample data was available for this approach to be used. They correctly used the price per gross acre as the unit of comparison in analysis of the land sales data, which is appropriate in this market.

The appraisers broadened the search parameters to areas outside Okeechobee County and researched the surrounding counties for data as private sector sales of encumbered parcels are less common than typical fee simple land sales. Both appraisers chose four sales as their opinion of the best available for comparison to the subject as encumbered. Those sales presented included Manatee, Highlands and Hendry Counties, with the appraisers overlapping in the use of sales which is not surprising as there are far fewer encumbered land sales to choose from compared to unencumbered land sales.

**ANALYSIS AND VALUE CONCLUSIONS**

**Appraisal Approach – After**

The sales were reportedly the most current and as similar in size, location and highest and best use as they could find for comparison to the subject. The appraisers analyzed and compared the encumbrances of the sales to that proposed for the subject and considered the differences between the sales and subject.

The appraisers again utilized qualitative adjustments in analysis of the sales data, which is typically how appraisers in this market account for differences between sales of these types of properties/interests. The overall qualitative adjustments are referenced for each sale in the summary below along with each appraiser’s final opinion of value shown within the data set.

ANALYSIS OF ENCUMBERED SALES DATA AFTER APPROACH ONE NINE CATTLE CE									
Marr Sale #	String Sale #	Instrument OR Book/Page	County	Easement	Date	Size (Acres)	Price per Acre	Marr Qualitative Analysis	String Qualitative Analysis
4	4	202141161641	Manatee	SWFWMD	12/3/2021	1,248.33	\$3,405	Much Superior	Superior
		<b>STRING</b>	<b>Okeechobee</b>	<b>SUBJECT</b>	<b>6/26/2024</b>	<b>2,787.57</b>	<b>\$2,750</b>		
1	3	2952 / 0124	Highlands	TNC, NRCS, REPI	1/5/2023	1,069.20	\$2,712	Superior	Superior
3	2	1027 / 1467	Hendry	NRCS, WRP	6/13/2022	1,022.00	\$2,622	Similar	Similar
		<b>MARR</b>	<b>Okeechobee</b>	<b>SUBJECT</b>	<b>6/26/2024</b>	<b>2,787.57</b>	<b>\$2,600</b>		
2	1	2952 / 1661	Highlands	NRCS, WRP	1/18/2023	3,369.60	\$1,161	Inferior	Significantly Inferior

The appraisers refined the adjusted price range by reasoning that value applicable to the 2,787.57 acres of encumbered land is best supported in the middle of the respective ranges: Marr at \$2,600 per acre, and String at \$2,750 per acre with the divergence in concluded values falling within a reasonable range. Both appraisers utilized and relied on the same sales data. The appraisers’ final conclusion for the after/encumbered value was appropriately reconciled and supported within each of the data sets consistent with the individual qualitative rankings. The value conclusions differed slightly but were reasonable and adequately supported within each report.

I find the data adequate and relevant, and the analyses reasonable and supported as presented in the reports for establishing the after or encumbered market value of the subject.

## ANALYSIS AND VALUE CONCLUSIONS

### Appraisal Approach – After

The conclusions are complementary with the spread between the appraisers' final conclusions not considered unusual or significant. I find the data and individual analyses reasonable, credible and well supported for establishing the market value of the subject as if it were encumbered with the proposed conservation easement.

### Overall Summary and Recapitulation

The appraiser's concluded/final value estimates were supported within the price ranges of the sales data relied upon and coupled with the qualitative adjustments adequately refined the data to support point value conclusions within each of the data sets and methods. The final conclusions using the "Before" and "After" method are summarized as follows with the mathematical difference indicating the impact of the conservation easement on market value. Note that the per acre prices shown below may differ slightly from the reconciled per acre values developed by each appraiser as they are based on the rounded market values and impact conclusions divided by the subject's 2,787.57 acres.

	<b>MARR</b>	
<i>Effective Date of Value:</i>	<i>June 26, 2024</i>	
Estimated Fee Simple Value (Before)	\$17,560,000	\$6,300 per acre
Estimated Value as Encumbered by CE (After)	<u>\$7,250,000</u>	\$2,600 per acre
<b>Difference Attributable to Conservation Easement</b>	<b>\$10,310,000</b>	<b>\$3,700 per acre</b>

	<b>STRING</b>	
<i>Effective Date of Value:</i>	<i>June 26, 2024</i>	
Before Value (Fee Simple Interest)	\$17,425,000	\$6,251 per acre
After Value (Remainder Interest)	<u>\$7,675,000</u>	\$2,753 per acre
<b>Easement Interest Value</b>	<b>\$9,750,000</b>	<b>\$3,498 per acre</b>

The values reported are based on extraordinary assumptions and a hypothetical condition referenced in the reports and presented earlier in this review.

After reviewing the appraisal reports, I find the appraisers:

- Investigated the market and surrounding areas in which the subject competes.
- Had an understanding of the subject (real estate and real property rights) in both the before and after appraisals.
- Developed reliable estimates of highest and best use.
- Applied and relied on the appropriate appraisal methods, which in this case is the sales comparison approach.
- Properly utilized the available sales for use in the valuation process.

## ANALYSIS AND VALUE CONCLUSIONS

### Overall Summary and Recapitulation

- Analyzed the data and developed market value estimates based on the sales comparison approaches. The conclusions developed from the data by the appraisers was found to be reasonable and supportive of the estimates of market value developed in both the before and after approaches.
- Developed reports that complies with:
  - The *Uniform Standards for Professional Appraisal Practice* (The Appraisal Foundation, (USPAP 2024 Edition),
  - The Supplemental Appraisal Standards for the Board of Trustees (SASBOT, 2016) for the State of Florida, as well as Rule 18-1.006, Florida Administrative Code (FAC),
  - *Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute*.

It is the reviewer's opinion that the facts, content, analysis, and opinions as presented in the reports under review appears accurate. The reports are in substantial compliance with standards and contract requirements of this assignment and that the market value conclusions are credible.

## CERTIFICATION

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

- The statements of fact contained in this review report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- The reported analyses, opinions, and conclusions were developed and this review was prepared in conformity with Standards 3 and 4 of the Uniform Standards of Professional Appraisal Practice (USPAP 2024 Edition).
- I have made a personal inspection of the subject of the work under review on June 26, 2024.
- No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.
- The use of the report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.



## CERTIFICATION

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The appraisal review was made and the appraisal reports reviewed are in substantial compliance and prepared in conformity with:
  - The *Uniform Standards for Professional Appraisal Practice* (The Appraisal Foundation, (USPAP 2024 Edition),
  - The Supplemental Appraisal Standards for the Board of Trustees (SASBOT, 2016) for the State of Florida, as well as Rule 18-1.006, Florida Administrative Code (FAC),
  - *Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute*.
- That we have not revealed the results of such appraisal to anyone other than our client and will not do so until authorized by same, or until required by due process-of-law, or until released from this obligation by having publicly testified as to such results.
- As of the date of this report, Philip M. Holden, MAI, has completed the State of Florida continuing education program.
- As of the date of this report, Philip M. Holden, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.



Philip M. Holden, MAI  
State-Certified General Real Estate Appraiser RZ 1666

## LIMITING CONDITIONS

1. This Technical Review Memorandum is intended solely for the following user:

- Florida Department of Agriculture and Consumer Services (FDACS), Rural and Family Lands Protection Program

And is prepared in conformance with:

- The *Uniform Standards for Professional Appraisal Practice* (The Appraisal Foundation, (USPAP 2024 Edition),
- The Supplemental Appraisal Standards for the Board of Trustees (SASBOT, 2016) for the State of Florida, as well as Rule 18-1.006, Florida Administrative Code (FAC),
- *Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute*.

2. This Technical Review Memorandum constitutes a limited assignment and should not be construed as an appraisal. The assignment did not include the reviewer to form an opinion of value about the subject of the work reviewed.

3. The analyses, opinions, and conclusions in this Technical Review Memorandum are based solely on the data, analyses, and conclusions contained in the appraisal reports under review. It is assumed that the data is representative of existing market data. No attempt, unless otherwise stated, has been made to obtain additional market data for this review.

4. All analyses and conclusions expressed by the reviewer are limited by the scope of the review process as defined herein.

**ADDENDA**



## REAL ESTATE APPRAISERS AND CONSULTANTS

Licensed Real Estate Broker

Square Lake Centre, Suite 10 8259 North Military Trail Palm Beach Gardens, Florida 33410-6352  
(561) 626-2004 Fax (561) 622-7631

### ABRIDGED QUALIFICATIONS

#### **PHILIP M. HOLDEN, MAI**

State-Certified General Real Estate Appraiser RZ1666

Philip M. Holden, who holds the MAI designation in the Appraisal Institute, is the President of S.F. Holden, Inc., a real estate appraisal and consulting firm established in 1964. He is a registered real estate broker in the State of Florida and is past-president of the Society of Real Estate Appraisers, Palm Beach County Chapter and the Florida Chapter of the American Society of Farm Managers and Rural Appraisers. Mr. Holden has been appraising real estate since September 1974, and has successfully completed the following courses or seminars given by real estate appraisal organizations:

#### **Appraisal Courses and Seminars**

Valuation of Less Than Fee - May 1995, 1996  
Riparian Rights - May 1994  
Easement Valuation - May 1994  
Cattle Grazing Seminar - May 1993  
Permanent Plantings - October 1997  
Appraising Rural Properties - May 1997  
Realtors Land Institute Citrus Course - May 1999  
University of Florida, Citrus Seminar - April 1999  
Highest/Best Use/ Valuation Techniques - May 2000  
Attacking and Defending Appraisals - June 2000  
SFWMD Federal Land Acquisitions - May 2001  
SJRWMD Land Acquisitions - December 2001 SFWMD Oil & Gas Mineral Valuation - 5/2002  
SFWMD Everglades Restoration - 5/2002  
Appraising the Appraisal - 2003  
Automation in Appraisal Reporting - 2003  
SFWMD Appraisal Seminar - 2003 through 2008  
  
Valuation of Conservation Easements - 1/2008, 9/2009  
2014 Tax Overview  
Appraising Complex Residential Properties - 10/2016  
How to Recognize and Avoid Mortgage Fraud - 10/2016  
Uniform Standards for Fed. Land Acquisitions - 2/2018  
Valuing Rural America - 5/2019

#### **Real Estate Appraiser**

Currently licensed through November 30, 2026

#### **Appraisal Institute**

Limited Appraisals/Evaluations - May 1995  
Income Valuation - March 1995  
Powerline Easements - April 1994  
Americans Disabilities Act - February 1994  
Partial Interest Valuation - August 1999  
Florida Appraisal Law - 2008; 2012; 2014; 2016; 8/2022  
Uniform Standards for Fed. Land Acquisitions - 2007; 2018  
USPAP-1997; 2012; 2014; 2016; 2018; 2020; 8/2022  
USPAP Core Law - July 16, 2010; May 18, 2012  
Code of Ethics/Professional Bus. Pract.- 2006; 2015; 2022  
Supervisor Trainee Roles and Rules - 7/16/10  
Financial Reform Legislation - 7/1/10  
Appraising Natural Resources - 5/20/13  
The Tough One: Appraising Mixed-Use Properties - 8/16  
Staying Out of Trouble - 12/11/2017  
Client Requested Evaluations - 10/11/2019  
Developing a Supportable Workfile - 10/11/2019  
Transferred Value - 6/10/2020  
**American Institute of Real Estate Appraisers**  
Course 1-A - August 1976  
Course VIII - June 1977  
Course 1-B - March 1978 and 1986  
Course II - March 1979  
Standards of Professional Practice - June 1992

#### **Real Estate Broker**

Currently licensed through September 30, 2026

In addition to the above courses, Mr. Holden attends many seminars and courses. He was also an instructor for the Appraisal Institute, Course 101. Speaking engagements include the Association of Assessing Officers regarding tax appeals, and the American Society of Farm Managers and Rural Appraisers regarding conservation easements. Mr. Holden is qualified as an expert in the courts and also served as Special Master for the Palm Beach County Property Appraisal Adjustment Board. Some of the property types which Mr. Holden has appraised are: agricultural (farms, ranches, citrus groves, dairies) commercial (shopping centers, offices); industrial properties, and residential properties (individual homes, subdivisions, and residential developments). Mr. Holden also appraises unique and special-purpose properties including rights-of-way (proposed and abandoned), one-of-a-kind buildings and partially-completed buildings, marinas, packing houses, damaged properties and churches. Other areas include the analysis of various interests such as leasehold/leased fee, partial-ownership interests and easements including under- and above-ground, flowage, and conservation, and other uncommon ownerships. Typically, the appraisal work has been for sale and/or purchase, mortgages, litigation (eminent domain, bankruptcy, dissolution of real estate) and taxation issues.