

## 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
Welannee 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

### Raley Grove - Highlands

Case No 00174-2023

#### Polk County

This project is a 418 acre citrus operation with a small section of improved pasture. This property is approximately two-thirds in citrus grove and one-third in pasture with several large wetlands/ponds. No conservation lands or Florida Forever projects are nearby. The surrounding area is primarily citrus grove and pasture but also includes lakes Annie, Ada, and Josephine. Some residential development occurs near the northeast boundary and many areas to the north and south are projected to develop by 2040 in the UF development projections



**Property Information**

Case Number	Property Name	Section	County
RFLPP-00174-2023	Raley Grove - Florida Highlands	28, 33, 34	Polk

**Address**

Street Address of Property	City	State	Zip
Camp Endeavor Blvd	Dundee		33838

**Owner(s) Record of Property**

Owner Name	Registered Agent	Owner/Agent Address	Phone	Email
Thelma C. Raley, Inc	Dean Saunders	1723 Bartow Road, Lakeland, FL 33801	8775185263	dean@svn.com

**Estimated Total Land Area**

Total Area	Uplands	Wetlands	Timber
	418	348	70
<b>Ranch</b>	<b>Other Agricultural</b>	<b>Natural Area</b>	
	0	348	70

**Additional Property Information**

**Agricultural Activities**

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

**Outparcels**

None.

**Encumbrances**

**Best Management**

The property is enrolled in citrus BMP (Enrollment ID 12291, 07/25/2013). The landowner agrees to enroll in and implement all applicable BMPs and understands that, if the property is acquired through this program, the property will be monitored for BMP compliance.

**BMP Agreement**

Yes

### **Species Habitat**

The property supports a variety of wildlife species, particularly wading birds in its 70 acres of wetlands and the adjacent shorelines. The Florida Natural Areas Inventory (FNAI) lists Wood stork, *Mycteria americana*, as likely to occur on the property. Sixteen other animal species and 26 plant species of conservation interest are listed by FNAI (see Exhibit D) as potentially occurring on the property.

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

According to CLIP v. 4.1 data, about 50 acres of the property are within Priority 2 recharge areas. Another 140 acres fall within a Priority 3 recharge areas. The property adjoins Lake Annie to the south and Lake Ada to the north. It also encompasses Lake Lois and unnamed lakes resulting from historic peat mining. The water quality and habitat value of these lakes are significantly affected by the nutrient management practices on the property. The Town of Dundee has purchased adjoining property for inclusion in a water quality improvement project.

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

The property lies within the Town of Dundee. The future land use designation for the majority of the property is Low Density Residential. Wetlands in the southwestern portion of the property are designated as Conservation. Surrounding properties are already developed or designated for Low Density Residential development.

### **Natural Resources**

The property lies within the Town of Dundee. The future land use designation for the majority of the property is Low Density Residential. Wetlands in the southwestern portion of the property are designated as Conservation. Surrounding properties are already developed or designated for Low Density Residential development.

### **Interest Statement**

The Raley family has been involved in Florida agriculture for more than 100 years. The family would like to ensure that the property is maintained in its current agricultural use in perpetuity. Since a significant proportion of the family's assets are tied up in the land, the sale of an easement would increase the liquidity of business helping to ensure that the family can maintain ownership and management of the property.

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

Rights to be granted:

- a) All future residential, commercial, and industrial development rights except for potential family residences or agricultural improvements as may be agreed to during the course of negotiations.
- b) The right to subdivide the land.
- c) The right of inspection of the property at reasonable intervals and the right of enforcement of the terms of the conservation easement.
- d) The right to prohibit: dumping; mining, excavation, or extraction of minerals; the alteration of drainage or hydrology; planting of nuisance or non-native plants; concentrated or confined animal feed lot operations; placement of nonagricultural structures; agricultural activities not in accordance with BMPs; actions that adversely affect listed species occurring on the property; and activities detrimental to the preservation of historical, architectural, archeological, or cultural resources on the property.

Rights to be retained:

- a) The underlying fee simple title.
- b) The right to conduct agricultural operations including any not expressly prohibited.
- c) The right to mortgage the property so long as the mortgage is subordinate to the conservation easement.
- d) The right to enter payment for ecosystem services agreements so long as they are consistent with the purposes of the easement.
- e) The right to use, maintain, and repair all existing structures and any new structures that may be allowed under the terms of the easement.
- f) The right to construct and maintain up to four new residential structures on homesites of five acres each. The locations of the homesites are to be negotiated.
- g) The right to hunt, fish, and otherwise use the property for the owner's enjoyment.
- h) The right to limit and control access except as granted for the inspection of the property under the easement.
- i) Any other rights not specifically granted under this easement so long as they are consistent with the purpose of the easement.

# 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 8/24/23

Project Name Raley Grove - Florida Highlands

Case Number RFLPP-00174-2023

Landowner Name and Phone number TITELMA C. RALEY, INC

Physical Address of the Project 603 CAMP ENDEAVOUR BLVD, DUNEDOO, FL  
NOTE: GOOGLE OR APPLE MAPS DO NOT WORK FOR THIS ADDRESS

Agent Name and Phone number Dean Saunders

Contact Name and Phone number for Site Visit MATT GREEN



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: NONE
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: NO
5 Constraints to Ag Operation?	Encroachment of development; market fluctuations, materials and equipment limitations; labor cost and availability; pests and pathogens, extreme weather
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?	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
- 11 Are there effects of natural disasters evident on the property? (Use scale) 1=None; 3=Moderate; 5=Severe; Brief description:
- 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%
- 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
- 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
- 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
- 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:
- 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:
- 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



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

**Uniform Technical Review and Evaluation Report**

Agency/Division: **Division of Plant Industry**

Technical Team Point of Contact: Richard Bloom

Date: 10/09/2023

Project / Property: Raley Grove Hardee

Acres: 518

County: Hardee

**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 7

3. Assessment of the overall natural resources of property:

Not Applicable \_\_\_\_\_ Benefit Score 5

4. Assessment of wildlife habitat attributes of property:

Not Applicable \_\_\_\_\_ Benefit Score 7

5. Assessment of water bodies, aquifer recharge areas, springsheds or wetlands on property:

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

6. Assessment of overall hydrologic function on property:

Not Applicable \_\_\_\_\_ 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 10

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

Not Applicable \_\_\_\_\_ Threat Score 3

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

Not Applicable \_\_\_\_\_ Benefit Score 0

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

Not Applicable \_\_\_\_\_ Use Score 5

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

Not Applicable \_\_\_\_\_ Benefit Score 3

13. Assessment of prescribed fire regime on property:

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

14. Assessment of range management regime on property:

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

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 0

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

Not Applicable \_\_\_\_\_ Benefit Score 7

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

(See additional page to provide supplementary comments)

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

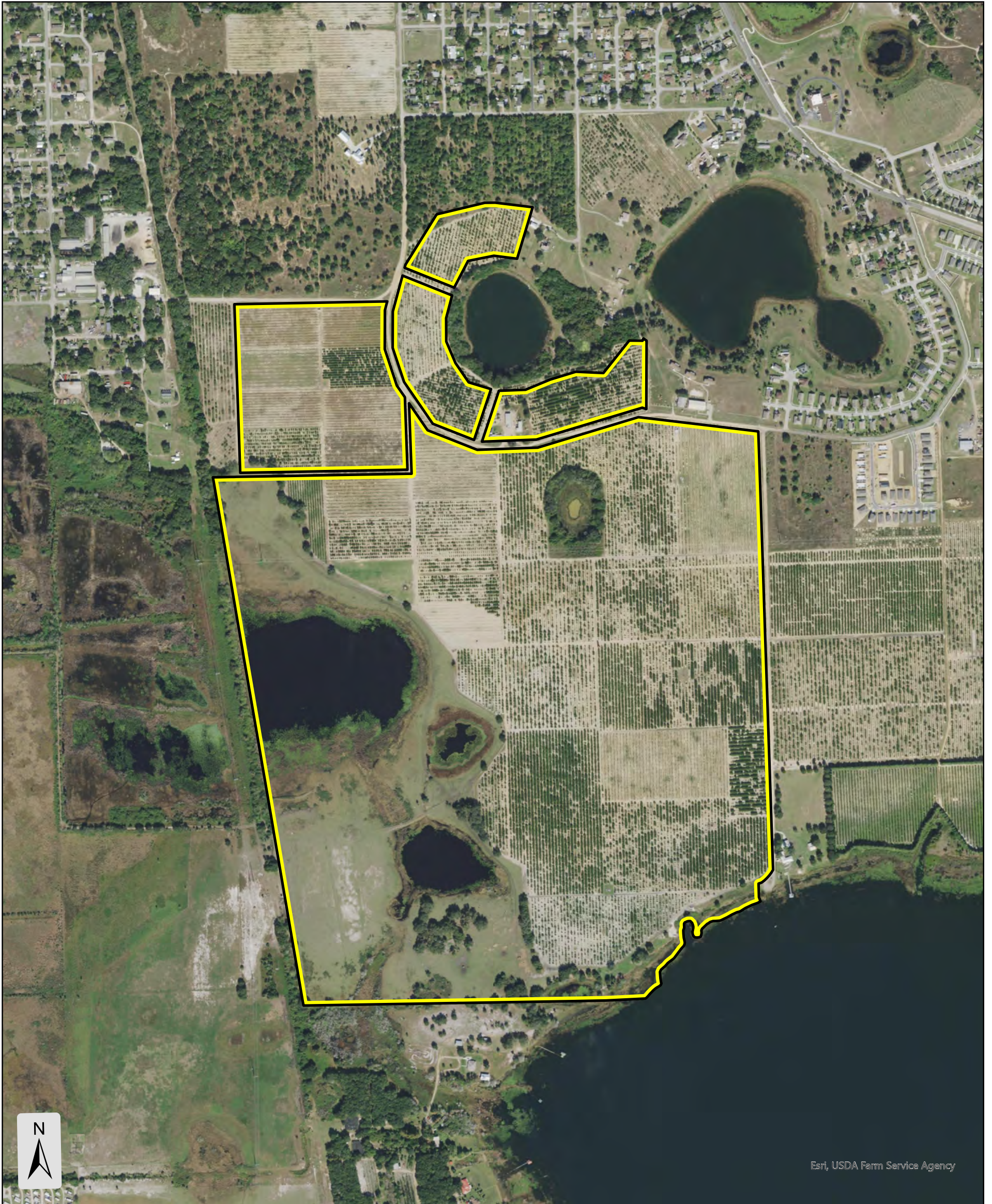
The owner purchased the lands originally in 1989, and it has been owned ever since then. The parcel has been maintained as a citrus grove since 1990. The parcel was surrounded by agricultural areas that included production of hay, sod, citrus, and cattle. There is also a creek that runs through the land behind the parcel working as a nice wildlife corridor.

The overall appearance was somewhat impressive for what is commonly seen due to the age of many of the trees was much older than we commonly see in our area any more. There was some portions that need to be reset, but the overall appearance was nice, especially for the age of the trees.

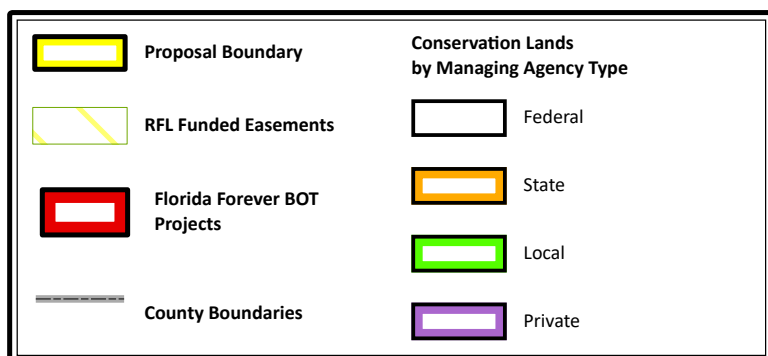
There were “reservoir” areas for water conservation that seemed to be prime areas for wildlife. We witnessed the presence of whitetail deer and various bird species while visiting even with the bustling presence of workers at the time we were there.

# Raley Grove - FL Highlands

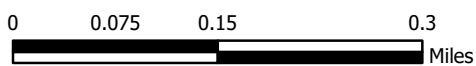
RURAL AND FAMILY LANDS PROTECTION PROGRAM PROPOSAL BOUNDARY AS OF OCTOBER 2023



Esri, USDA Farm Service Agency



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 173\_2023  
 Project Name Raley Grove Hardee  
 Acres 521

	Score	State Rank	Region Rank
<b>FINAL SCORE</b>	<b>0.427</b>	<b>206</b>	<b>74</b>
Size	0.454	146	56
Ag Landscape Priority	1.000	2	1
Ag Suitability	0.835	70	32
Distance to Protected Ag/Military	0.000	209	68
Percent Ag by Parcel or LandCover	1.000	35	15
Restorable/ Impaired Watersheds	0.000	180	51
Ag Conversion Threat Index	0.500	130	50
Disadvantaged Areas	1.000	1	1
Smoke-sheds	0.715	59	28
Development Projections	0.000	221	55
Future Land Use Map*	0.000		
Species Habitat Priorities	0.123	208	69
Listed Species*	0.000		
Priority Natural Communities	0.000	173	43
Surface Water Priorities	0.419	142	47
Wetlands	0.028	207	64
Floodplain	0.098	216	73
Spring-sheds	0.000	17	1
Recharge	0.478	105	9
Proximity to Conservation Lands	0.000	180	61
Ecological Greenways Priorities	0.624	110	44
Greenways Bottlenecks*	0.000		
FL Wildlife Corridor*	0.010		
Fire History	0.533	174	57
Landscape Integrity Index	0.425	221	72
Elevation	1.000	1	1
Cultural/Historical Sites*	0.000		

\*bonus measure with a max value of 0.01

Land Cover	Acres	Percent
Crops	14	2.6%
Pasture	3	0.7%
Planted Timber	0	0.0%
Citrus	394	75.6%
Livestock Operations	0	0.0%
Altered Open	50	9.6%
Altered Wetland	0	0.0%
Developed	1	0.2%
Invasives Predominant	0	0.0%
Natural Forested Upland	0	0.1%
Natural Forested Wetland	5	1.0%
Natural Nonforested Upland	0	0.0%
Natural Nonforested Wetland	53	10.1%
Water	0	0.0%

# Raley Grove – FL Highlands

Central Region (Polk County)



## Site Visit Summary:

- 418-acre citrus operation located on the north shore of Lake Annie in Polk County.
- This property's agricultural use is primarily citrus production (268 acres of citrus) but has a smaller section of improved pasture (79 acres) with cattle and horses.
- There are some marshes and natural lakes with suitable aquatic vegetation with few non-native invasive plant species detected.

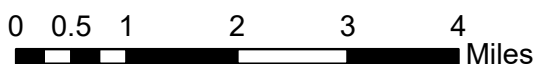
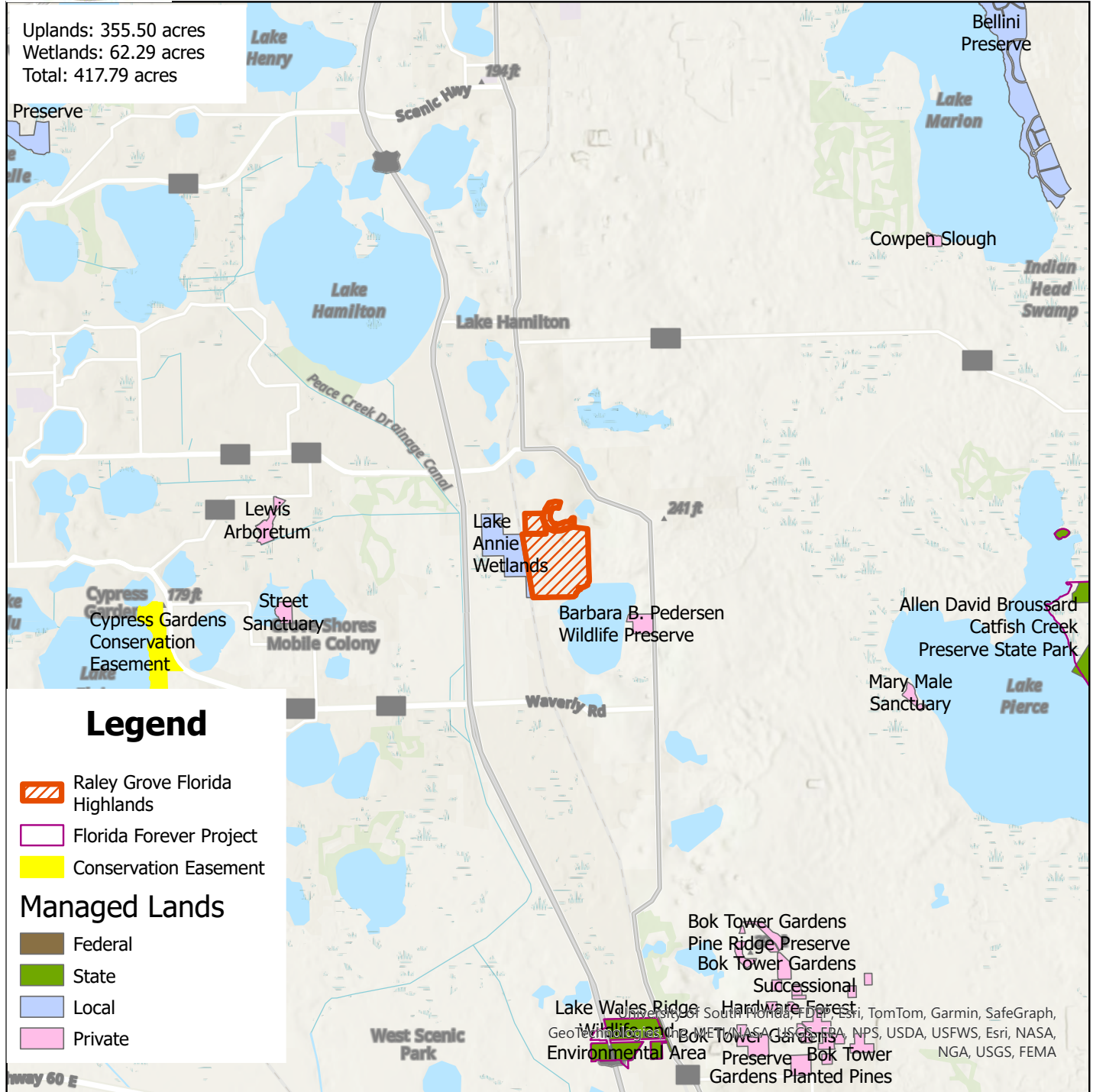




# Rural and Family Lands Protection Program

## Raley Groves Florida Highlands

### Polk 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.

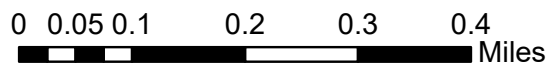
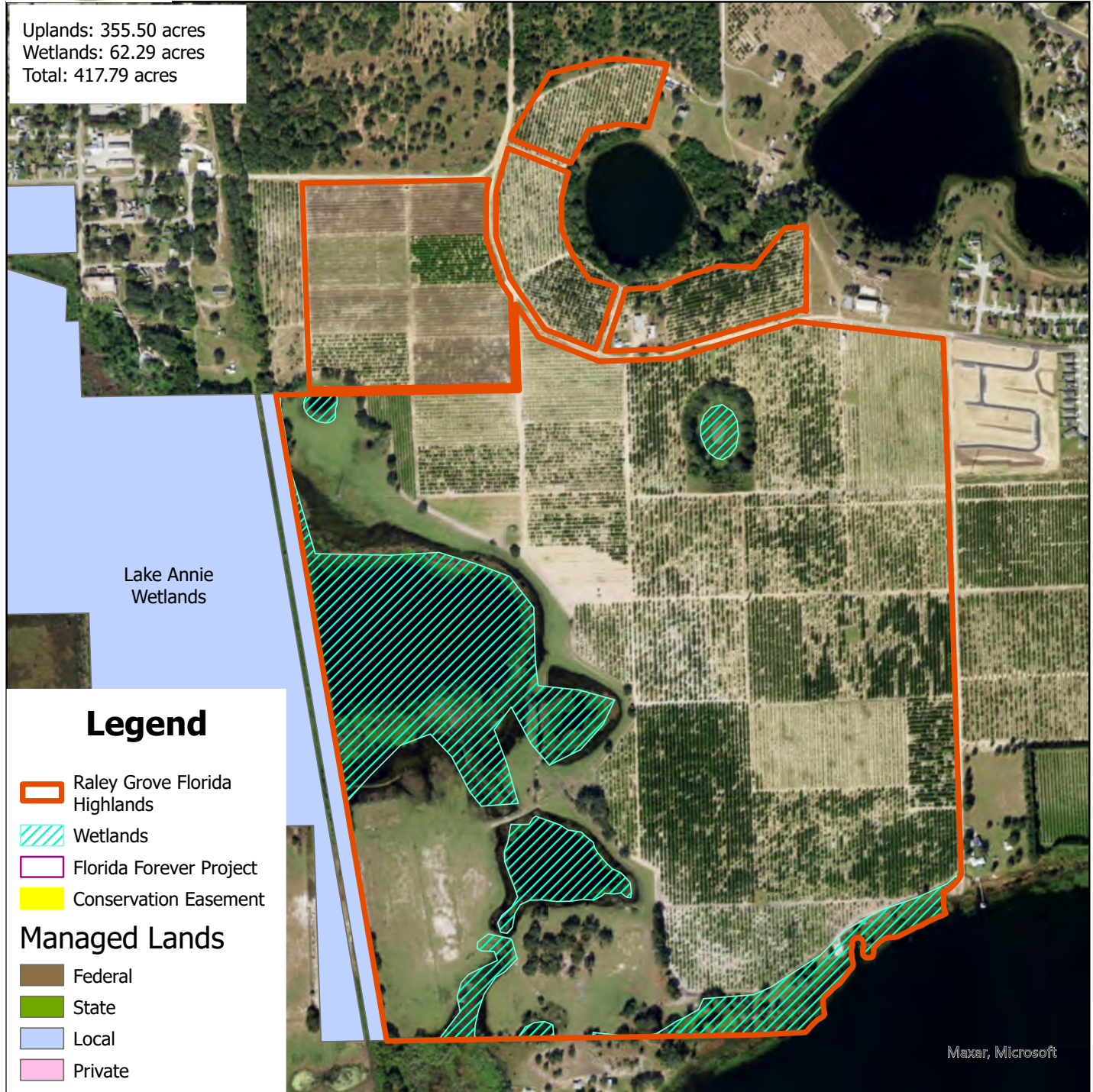


# Rural and Family Lands Protection Program

## Raley Groves Florida Highlands

### Polk County, Florida

Uplands: 355.50 acres  
 Wetlands: 62.29 acres  
 Total: 417.79 acres



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

<sup>1</sup>Project: Raley Grove – Florida Highlands  
Polk County

## OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between THELMA C. RALEY, INC. a Florida corporation, successor by merger to Glen Groves, Inc., and successor by merger to Dundee Groves, Inc., both Florida corporations, whose address is 505 Avenue A, NW, Suite 209, Winter Haven, Florida 33881 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 Polk 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 EIGHT MILLION, FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$8,500,000) ("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 51-7.009, Florida Administrative Code, ("FDACS Approved Value"). The determination of the FDACS Approved Value and the Final Adjusted Purchase Price can only be made after the completion and FDACS approval of the survey required in paragraph 6.

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

period from receipt of FDACS written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B., are hereinafter referred to as the "Purchase Price".

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

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

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

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

6. SURVEY. Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by a professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised

acreage to the surveyed acreage, any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

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

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

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

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

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

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

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

12. **EXPENSES.** Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the Easement described in paragraph 9. of this Agreement and any other recordable instruments that FDACS deems necessary to assure good and marketable title to the Easement.
13. **TAXES AND ASSESSMENTS.** Seller shall be responsible for paying all real estate taxes and assessments applicable to the Property that are legally due and payable.
14. **CLOSING PLACE AND DATE.** The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.
15. **RISK OF LOSS AND CONDITION OF PROPERTY.** Seller assumes all risk of loss or damage to the Property and warrants that the conservation easement shall be transferred and conveyed to Buyer with the Property in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the conservation easement or the Property that are not readily observable by Buyer or which have not been disclosed to Buyer.
- Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash, and debris (hereafter, "trash and debris") from the Property to the satisfaction of FDACS prior to the exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 3% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.
16. **RIGHT TO ENTER PROPERTY.** Seller agrees that from the date this Agreement is executed by Seller through Closing, Buyer, and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.
17. **ACCESS.** Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.
18. **DEFAULT.** If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.
19. **BROKERS.** Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.
20. **RECORDING.** Buyer may record this Agreement, or notice of it, in the appropriate county or counties.
21. **ASSIGNMENT.** This Agreement may be assigned by Buyer, in which event Buyer will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Buyer.
22. **TIME.** Time is of essence with regard to all dates or times set forth in this Agreement.
23. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

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

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

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

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

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

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

For Seller:  
William L. Raley Jr.  
Raley Grove – Florida Highlands  
505 Avenue A, NW, Suite 209  
Winter Haven, Florida 33881

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 **NOVEMBER 22, 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  
THELMA C. RALEY, INC., a Florida corporation

[Signature]

Witness as to Seller

Kevin H. Woodsworth

Printed Name of Witness

[Signature]

Witness as to Seller

Jackie S. Hoverkamp

Printed Name of Witness

William L. Raley Jr.

William L. Raley Jr., President

11/20/24

Date signed by Seller

STATE OF FLORIDA  
COUNTY OF POLK

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 William L. Raley Jr., as President on behalf of Thelma C. Raley, 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 20th day of November, 2024.

(NOTARY PUBLIC SEAL)

[Signature]

Notary Public

(Printed, Typed or Stamped Name of Notary Public)  
**JACKIE S. HOVERKAMP**  
**Commission # HH 592428**  
**Expires November 19, 2028**

Commission Expires:

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

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      **See also Exhibit A-1** *w/e, n*

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

*w/e, n*  
**See also Exhibit A-1**

Addendum 1 – Beneficial Interest and Disclosure Affidavit

Addendum 2 – Corporate Addendum

**EXHIBIT "A"**

**PARCEL 1:**

Lake Ada Villa Lots 1 through 5, Florida Highlands Company's Subdivision in Sections 28 and 33, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida,

AND that part lying within Lake Ada Villa Lots of the following description: Beginning in the Southwest corner of Lot 20 of Lake Josephine Villas Westerly along the North right of way line of Camp Endeavor Boulevard 60 feet more or less to Southeast Corner of Lot 1 of Lake Ada Villas Northerly along East line of said Lot 540 feet more or less to the Northeast corner of said Lot 1 Northeasterly to Northwest corner of Lot 20 of Lake Josephine Villas Southerly along West line of said Lot 650 feet more or less to Point of Beginning.

**PARCEL 2:**

Lake Ada Villa Lots 6 through 10, Florida Highlands Company's Subdivision in Sections 28 and 33, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida.

**PARCEL 3:**

Lake Ada Villa Lots 11 through 13, Florida Highlands Company's Subdivision in Sections 28 and 33, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida.

**PARCEL 4:**

East ½ of the Southeast ¼ of Section 33, Township 28 South, Range 27 East, Polk County, Florida.

**PARCEL 5:**

Lots 1, 2, 11 and 12, Florida Highlands Company's Subdivision, according to the Plat thereof as recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida, lying in Section 33, Township 28 South, Range 27 East, Polk County, Florida.

**PARCEL 6:**

Lots 13 and 14, and the East ½ of closed street lying West of same, and West ½ of closed street lying East of same, and all of closed street lying South of above described property, and Lot 15 and the South ½ of closed street lying North of Lot 15, and the West ½ of closed street lying East of said Lot 15 and East of said closed street lying North of Lot 15, and Lots 27 and 28 and the East ½ of closed street lying West of Lot 27 and the West ½ of closed street lying East of Lot 28, Florida Highlands Company's Subdivision in Section 33, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida.

**EXHIBIT "A" (cont.)**

**PARCEL 7:**

Lots 16, 25 and 26 and the South ½ of closed street lying North of Lot 16, and the West ½ of closed street lying East of Lot 26, and the North ½ of closed street lying South of Lots 25 and 26 and South of the West ½ of closed street lying East of Lot 26, Florida Highlands Company's Subdivision in Section 33, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida.

**PARCEL 8:**

Lots 31, 32, 41, 42, 47 and 56 and the South ½ of closed street lying North of Lots 31 and 32 and closed street lying North of Lot 47 and South of Lots 41 and 42 and closed street lying North of South boundary of Southeast ¼ and South of Lot 56 and West ½ of closed street lying East of the above described property, Florida Highlands Company's Subdivision in Section 33, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida.

**PARCEL 9:**

Lot 15 and the North ½ of closed street lying South of Lot 15, Florida Highlands Company's Subdivision in Section 34, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida.

**PARCEL 10:**

Lots 16 through 18 and closed street lying South of Lot 16 and North of Lot 17, and the South ½ of closed street lying North of Lot 18, and the East ½ of closed street lying West of the above described property, Florida Highlands Company's Subdivision in Section 34, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida.

**PARCEL 11:**

Lots 31, 32, 33 and 34, Florida Highlands Company's Subdivision in Section 34, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida, LESS and EXCEPT that property described in Official Records Book 9105, Page 2033, of the Public Records of Polk County, Florida.

**SEE EXHIBIT "A-1" MADE A PART HEREOF FOR LESS AND EXCEPT  
PORTION OF LEGAL DESCRIPTION AND ADDITIONAL PARCELS**

*W.B.R.*

Project: Raley Grove – Florida Highlands  
Polk County



## **EXHIBIT A-1**

To be attached to and included with the legal description shown on Exhibit "A" to that certain Option Agreement for Sale and Purchase, and Deed of Rural Lands Protection Easement, between Thelma C. Raley, Inc., as Seller, and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

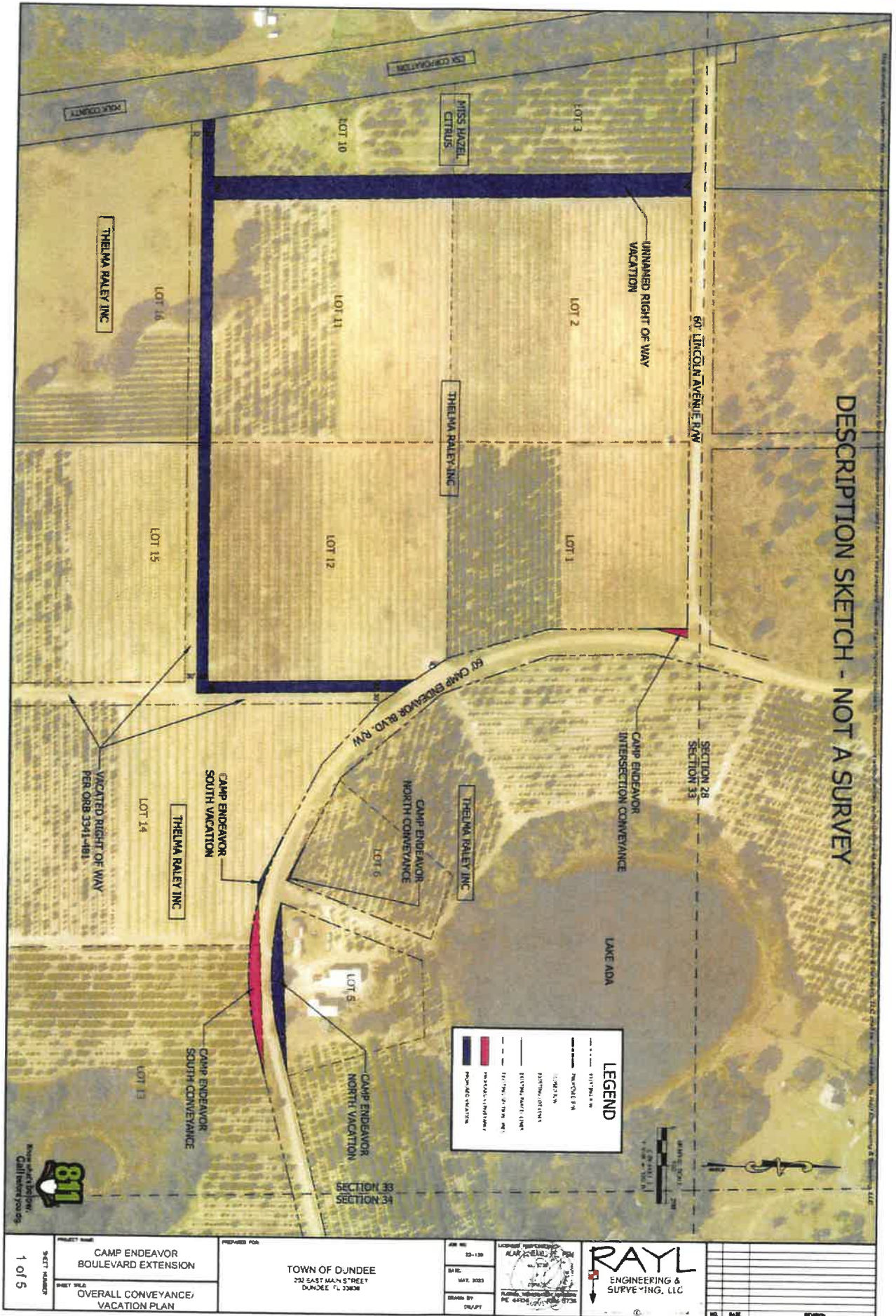
Exhibit "A" attached to the before stated Option Agreement and Conservation Easement is supplemented to less out certain parcels as indicated below, and to include certain parcels as indicated below, as follows:

LESS AND EXCEPT those parcels shown on the attached description sketches in pink color to be conveyed by Thelma C. Raley, Inc. to the City of Dundee, and indicated thereon as the intersection conveyance, the north conveyance, and the south conveyance.

AND TOGETHER WITH that portion of those right-of-way parcels shown on the attached description sketches in blue color to be vacated by the City of Dundee, and indicated thereon as the north vacation, the south vacation, and the unnamed right of way vacation, which inure to Thelma C. Raley, Inc.

The above stated right of way vacation parcels to be included at such time that the City of Dundee vacates said rights of way, and to the extent title to said vacated rights of way inure to Thelma C. Raley, Inc. as a result of said vacations

*W. K. J.*



DESCRIPTION SKETCH - NOT A SURVEY

**LEGEND**

- PROPERTY LINE
- EXISTING LOT LINE
- EXISTING RIGHT OF WAY
- PROPOSED CONVEYANCE
- PROPOSED VACATION



SHEET NUMBER 1 OF 5	PROJECT NAME CAMP ENDEAVOR BOULEVARD EXTENSION	PREPARED FOR TOWN OF DJUNDEE 202 EAST MAIN STREET DJUNDEE, ND 58002	JOB NO. 23-120						
	PROJECT TITLE OVERALL CONVEYANCE/ VACATION PLAN		DATE MAY, 2023						

This instrument, together with the referenced plat or plat, is intended to be recorded in the public records of the State of Florida. It is the responsibility of the person recording this instrument to ensure that the instrument is properly recorded in the public records of the State of Florida. The recording of this instrument does not constitute a warranty of any kind by the recording officer or the State of Florida. The recording officer or the State of Florida is not responsible for any errors or omissions in this instrument or for any consequences that may result from the recording of this instrument.

**DESCRIPTION SKETCH - NOT A SURVEY**

**EXISTING 60' LINCOLN AVE R/W**

**LOT 1**

**SECTION 28  
SECTION 33**

**EXISTING 60' CAMP ENDEAVOR R/W**

POINT OF BEGINNING  
FOUND 5/8" STEEL ROD WITH CAP  
STAMPED "RLS 3781"

**CAMP ENDEAVOR INTERSECTION CONVEYANCE DESCRIPTION:**  
THAT PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A FOUND 5/8" STEEL ROD WITH CAP STAMPED "RLS 3781" AT THE NORTHEAST CORNER OF LOT 1, ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN AVE, AS SHOWN ON THE PLAT OF FLORIDA HIGHLAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY; THENCE S14°56'38"W 88.18' WESTERLY RIGHT-OF-WAY LINE OF CAMP ENDEAVOR BOULEVARD, TO A POINT ON SAID LINE; A DISTANCE OF 88.18 FEET; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, N00°10'31"W 85.14 FEET TO A POINT WHICH LIES ON SAID SOUTHERLY LINE OF THE LINCOLN AVE RIGHT-OF-WAY; THENCE N89°51'22"E, ALONG SAID LINE, 23.00 FEET TO THE POINT OF BEGINNING.

**LEGEND**

- BOUNDARY OF CAMP ENDEAVOR R/W
- 100' R/W LINE
- 60' R/W LINE
- 10' R/W LINE

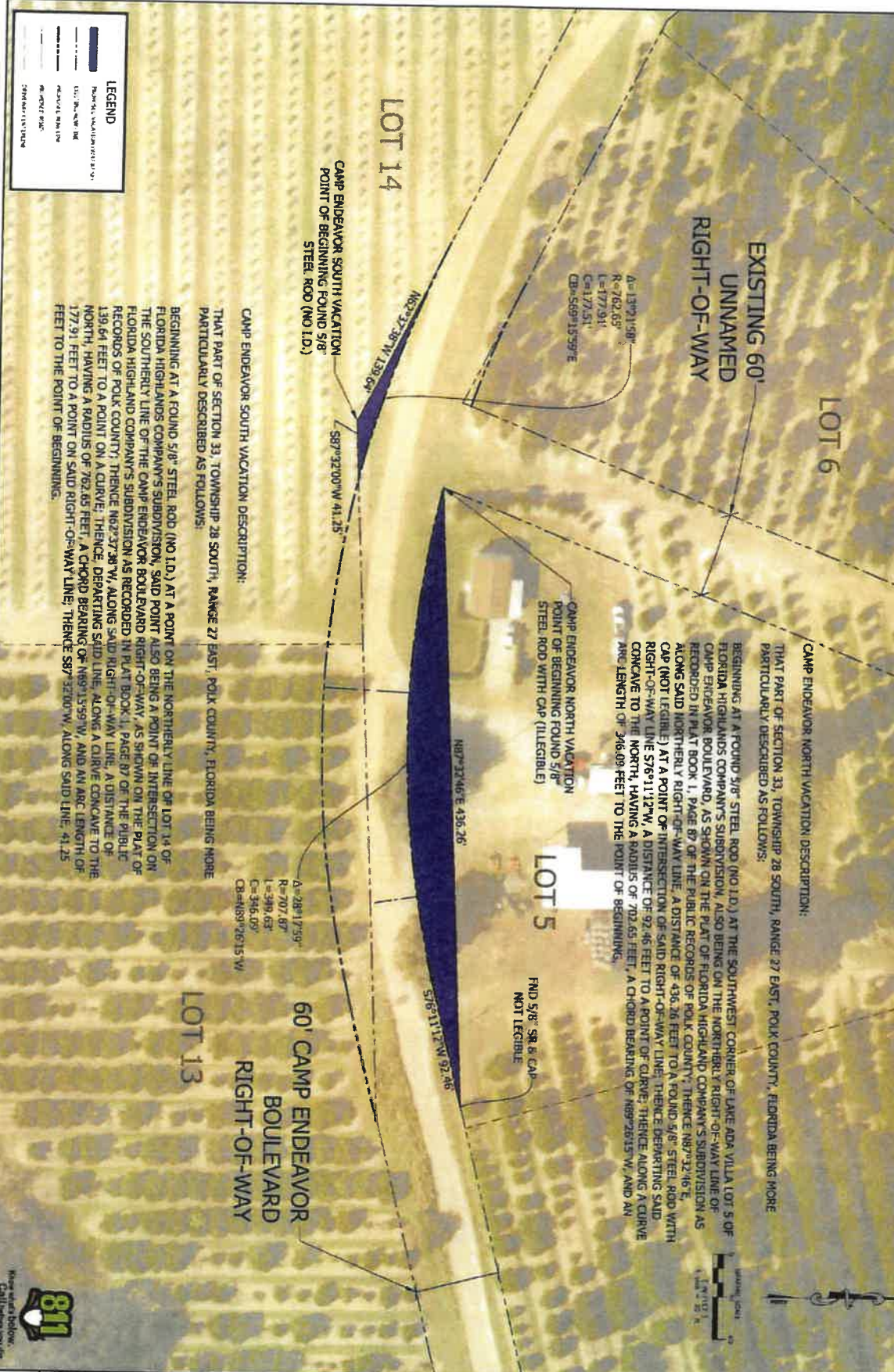


<b>PROJECT NO.</b> CAMP ENDEAVOR BOULEVARD EXTENSION	<b>PROPOSED FOR</b> TOWN OF DUDEE 221 EAST MAIN STREET DUDEE, FL 32938	<b>JOB NO.</b> 28-118	<b>DATE</b> MAR, 2023	<b>DRAWN BY</b> [Signature]	<b>REVISIONS</b>
<b>SHEET NO.</b> 2 of 5		<b>DATE</b> MAR, 2023	<b>SCALE</b> AS SHOWN	<b>APPROVED BY</b> [Signature]	

**RAYL**  
ENGINEERING & SURVEYING, LLC



# DESCRIPTION SKETCH - NOT A SURVEY



LEGEND	
	RIGHT-OF-WAY
	CAMP ENDEAVOR SOUTH VACATION
	CAMP ENDEAVOR NORTH VACATION
	STEEL ROD
	FOUND STEEL ROD
	BOUNDARY LINE

**CAMP ENDEAVOR NORTH VACATION DESCRIPTION:**  
 THAT PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" STEEL ROD (NO I.D.) AT THE SOUTHWEST CORNER OF LAKE ADA VILLA LOT 5 OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CAMP ENDEAVOR BOULEVARD, AS SHOWN ON THE PLAT OF FLORIDA HIGHLAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY; THENCE N87°42'46"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 436.26 FEET TO A FOUND 5/8" STEEL ROD WITH CAP (NOT LEGIBLE) AT A POINT OF INTERSECTION OF SAID RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE 576°11'12"NW, A DISTANCE OF 92.46 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 702.65 FEET, A CHORD BEARING OF N89°26'15"W, AND AN ARC LENGTH OF 346.09 FEET TO THE POINT OF BEGINNING.

**CAMP ENDEAVOR SOUTH VACATION DESCRIPTION:**  
 THAT PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" STEEL ROD (NO I.D.) AT A POINT ON THE NORTHERLY LINE OF LOT 14 OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, SAID POINT ALSO BEING A POINT OF INTERSECTION ON THE SOUTHERLY LINE OF THE CAMP ENDEAVOR BOULEVARD RIGHT-OF-WAY, AS SHOWN ON THE PLAT OF FLORIDA HIGHLAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY; THENCE N62°37'38"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 139.64 FEET TO A POINT ON A CURVE; THENCE, DEPARTING SAID LINE, ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 702.65 FEET, A CHORD BEARING OF N89°15'59"W, AND AN ARC LENGTH OF 177.91 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE; THENCE S87°32'00"W, ALONG SAID LINE, 41.25 FEET TO THE POINT OF BEGINNING.



SHEET NUMBER <b>3 OF 5</b>	PROJECT NAME <b>CAMP ENDEAVOR BOULEVARD EXTENSION</b>	PROJECT FILE <b>TOWN OF DUNDEE 2011 EAST MAIN STREET 11 DUNDEE FL 32628</b>	JOB NO. 23-138		
	DATE MAY 2003		DATE OF SURVEY MAY 01		

# DESCRIPTION SKETCH - NOT A SURVEY



**LEGEND**

- Proposed Conveyance - 1/8" = 1'-0"
- Lot Boundary - 1/8" = 1'-0"
- Proposed Right-of-Way - 1/8" = 1'-0"
- Proposed Right-of-Way - 1/8" = 1'-0"
- Proposed Right-of-Way - 1/8" = 1'-0"

EXISTING 60'  
UNNAMED  
RIGHT-OF-WAY

LOT 6

LOT 5

LOT 13

LOT 14

CAMP ENDEAVOR NORTH CONVEYANCE  
POINT OF BEGINNING FOUND STEEL  
ROD WITH CAP STAMPED "RLS 3781"

60' CAMP ENDEAVOR  
BOULEVARD  
RIGHT-OF-WAY

CAMP ENDEAVOR NORTH CONVEYANCE DESCRIPTION:  
THAT PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" STEEL ROD WITH CAP STAMPED "RLS 3781" AT THE SOUTHEAST CORNER OF LAKE ADA VILLA LOT 6, SAID POINT ALSO BEING A POINT OF INTERSECTION ON THE NORTHERLY LINE OF THE CAMP ENDEAVOR BOULEVARD RIGHT-OF-WAY AS SHOWN ON THE PLAT OF FLORIDA HIGHLAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY; THENCE N62°31'57" W, ALONG SAID LINE, A DISTANCE OF 94.35 FEET TO A POINT ON A CURVE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 702.65 FEET, A CHORD BEARING OF S66°24'53" E, AND AN ARC LENGTH OF 93.97 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 6; THENCE S21°32'12" W, ALONG SAID EASTERLY LINE, A DISTANCE OF 6.39 FEET TO THE POINT OF BEGINNING.

CAMP ENDEAVOR SOUTH CONVEYANCE DESCRIPTION:  
THAT PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

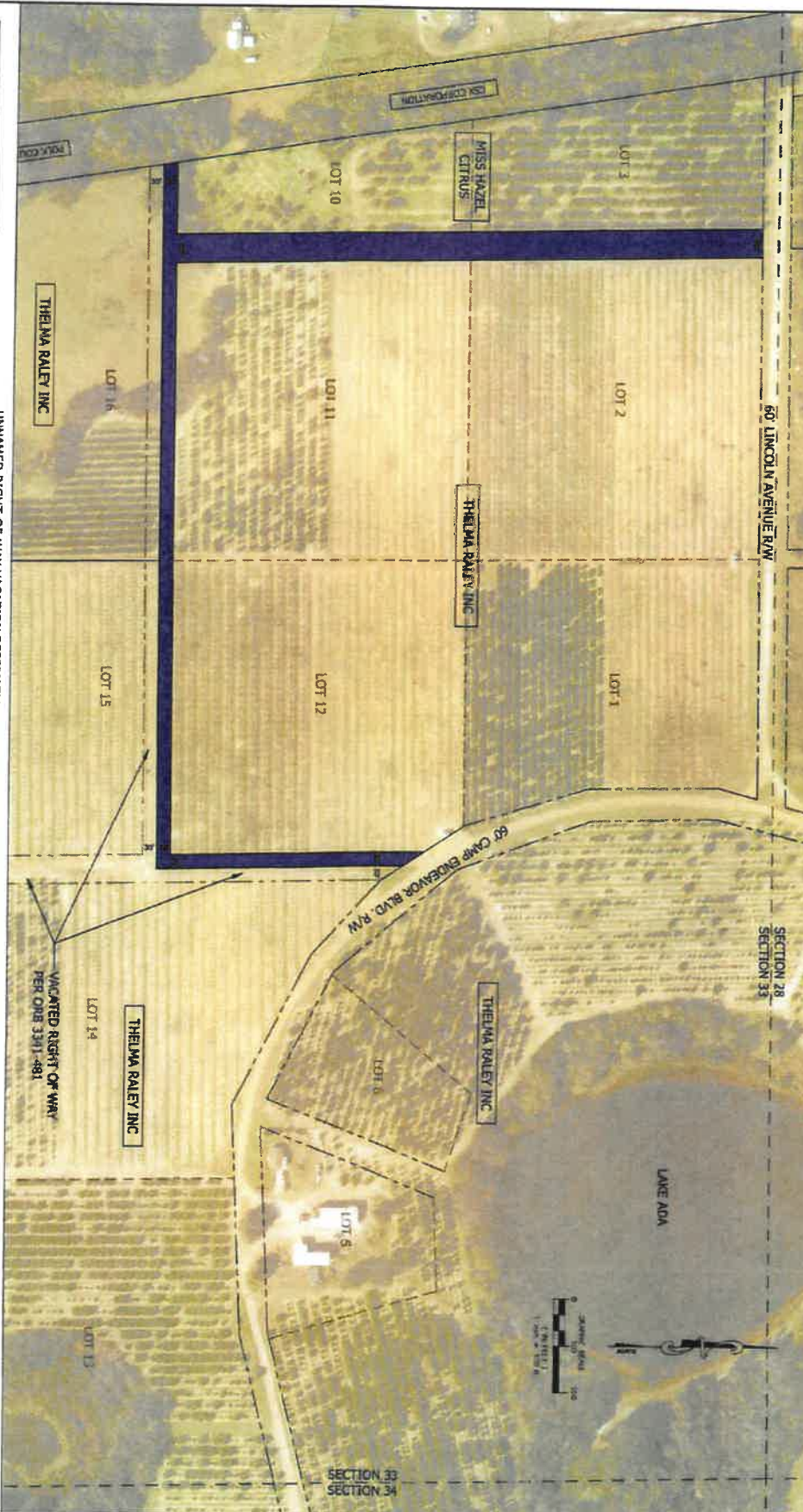
BEGINNING AT A FOUND 5/8" STEEL ROD WITH CAP STAMPED "RLS 3781" AT A POINT ON THE NORTHERLY LINE OF LOT 13, ALSO BEING A POINT OF INTERSECTION ON THE SOUTHERLY CAMP ENDEAVOR BOULEVARD RIGHT-OF-WAY LINE AS SHOWN ON THE PLAT OF FLORIDA HIGHLAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S76°23'53" W, A DISTANCE OF 88.10 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 762.65 FEET, A CHORD BEARING OF N89°47'41" W, AND AN ARC LENGTH OF 368.58 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE; THENCE N87°32'00" E, ALONG SAID LINE, 451.05 FEET TO THE POINT OF BEGINNING.



SHEET NUMBER 4 OF 5	PROJECT NAME CAMP ENDEAVOR BOULEVARD EXTENSION	PREPARED FOR TOWN OF DUNDEE 201 EAST MAIN STREET DUNDEE, FL 33526	JOB NO. CD-138	
	SHEET TITLE CAMP ENDEAVOR NORTH-SOUTH CONVEYANCE		DATE MAY 2022	
			DESIGNED BY C/P/PT	

*Work by*

# DESCRIPTION SKETCH - NOT A SURVEY



**LEGEND**

	UNNAMED RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	EXISTING ROAD
	EXISTING STREET

**UNNAMED RIGHT-OF-WAY VACATION DESCRIPTION:**  
 THAT PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 THE FOLLOWING UNIMPROVED UNNAMED STREET RIGHTS-OF-WAY SHOWN ON THE PLAT OF FLORIDA HIGHLAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA:  
 ALL OF THAT CERTAIN ROAD RIGHT-OF-WAY FROM LOT 16 NORTH TO LINCOLN AVENUE, ALSO BEING WEST OF LOTS 2 AND 11, AND EAST OF LOTS 3 AND 10; AND THAT CERTAIN ROAD RIGHT-OF-WAY LYING SOUTH OF LOTS 10, 11 AND 12, AND THAT CERTAIN ROAD RIGHT-OF-WAY LYING EAST OF LOT 12 AND WEST OF LOT 14.



<p><b>PROJECT NAME</b> CAMP ENDEAVOR BOULEVARD EXTENSION</p> <p><b>SHEET NUMBER</b> 5 of 5</p>	<p><b>PREPARED FOR</b> TOWN OF DUNDEE 202 EAST MAIN STREET DUNDEE FL 32830</p>	<p><b>JOB NO</b> 22-138</p> <p><b>DATE</b> APRIL 2023</p> <p><b>DRAWN BY</b> C/SPY</p>	<p><b>LICENSED PROFESSIONAL</b> ALAN C. RAYL, P.E., P.S.</p>	<p><b>RAYL</b> ENGINEERING &amp; SURVEYING, LLC</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	REVISION									
NO.	DATE	REVISION															

*Rayl*

## 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: Raley Grove – Florida Highlands  
County: Polk

### DEED OF RURAL LANDS PROTECTION EASEMENT

**THIS DEED OF RURAL LANDS PROTECTION EASEMENT** is made this \_\_\_ day of \_\_\_\_\_ 202\_, by THELMA C. RALEY, INC. a Florida corporation, successor by merger to Glen Groves, Inc., and successor by merger to Dundee Groves, Inc., both Florida corporations, whose address is 505 Avenue A, NW, Suite 209, Winter Haven, Florida 33881 ("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: William L. Raley Jr., 505 Avenue A, NW, Suite 209, Winter Haven, Florida, 33881

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.

Copy to: Polk County Parks & Natural Resources Division, Attention: Program Manager, 4177 Ben Durrence Road, Bartow, Florida 33830.

## 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.

J. Grantor and Grantee agree that the agricultural and conservation values of the Property are compatible with the objective of the Polk County Parks & Natural Resources Program administered by Polk County.

K. Grantor intends that Polk County be vested with authority to enforce this Easement.

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 prohibited on the Property:

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 that is inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

L. Mitigation banks not in compliance with Florida Statutes and Administrative Rules, as amended.

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. Grantor reserves the right to subdivide the Property into not more than three (3) individual parcels of not less than five (5) acres each. Grantor shall provide legal descriptions for the three (3) parcels upon subdivision of the Property. There shall be no further subdivision of the Property which is the subject of this Easement. It is understood by Grantor and Grantee that, if any or all of the three (3) parcels are conveyed to Grantor's family members, the conveyances shall not be subject to the provisions of Article IX, Paragraph G.1.

P. Grantor reserves three (3) building envelope, and the right, after giving notice to Grantee, to develop within the envelope up to 10,000 square feet of impervious surfaces for residential purposes, as described and depicted in Exhibit TBD attached hereto (the "Building Envelope"). Each Building Envelope will not exceed five (5) contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property, including residential buildings, residential support buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs, not including agricultural buildings. Any such development may not be constructed within an SNA. Grantor, at its expense, shall provide to Grantee legal descriptions and surveys for the Building Envelope prior to development.

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

## **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.

**T. Third Party Beneficiary.** The County may enter the Property at reasonable times to monitor compliance with and enforce the terms of this Easement; provided that entry shall be made after giving reasonable notice to the Grantor and Grantee as each circumstance may permit, and the County shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property. Upon any violation of the terms of this Easement, including amendments, modifications, updates, or revisions thereto, the County may institute suit to enjoin any such violation as provided in this Easement under Article VI and as authorized by law. Enforcement of the terms of this Easement shall be undertaken at the discretion of the County. No failure on the part of the County to enforce any term of this Easement on one occasion shall discharge or invalidate that term of the Easement or affect the enforcement rights of the County provided herein. Grantor agrees to also provide written notice to the County of a transfer or assignment of any interest in the Property at least thirty (30) days in advance. Grantor agrees to make any such transfer or assignment subject to the terms of the Easement as provided herein.

**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:

**GRANTOR:**

THELMA C. RALEY, INC., a  
Florida corporation

Signature: \_\_\_\_\_

\_\_\_\_\_  
William L. Raley Jr., President

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared William L. Raley Jr., as President on behalf of Thelma C. Raley 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 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

\_\_\_\_\_  
Signed

My Commission Expires:

\_\_\_\_\_  
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
- D. Map of Building Envelope(s)

See also Exhibit A-1

*Wek. J.*

## EXHIBIT "A"

### **PARCEL 1:**

Lake Ada Villa Lots 1 through 5, Florida Highlands Company's Subdivision in Sections 28 and 33, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida,

AND that part lying within Lake Ada Villa Lots of the following description: Beginning in the Southwest corner of Lot 20 of Lake Josephine Villas Westerly along the North right of way line of Camp Endeavor Boulevard 60 feet more or less to Southeast Corner of Lot 1 of Lake Ada Villas Northerly along East line of said Lot 540 feet more or less to the Northeast corner of said Lot 1 Northeasterly to Northwest corner of Lot 20 of Lake Josephine Villas Southerly along West line of said Lot 650 feet more or less to Point of Beginning.

### **PARCEL 2:**

Lake Ada Villa Lots 6 through 10, Florida Highlands Company's Subdivision in Sections 28 and 33, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida.

### **PARCEL 3:**

Lake Ada Villa Lots 11 through 13, Florida Highlands Company's Subdivision in Sections 28 and 33, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida.

### **PARCEL 4:**

East ½ of the Southeast ¼ of Section 33, Township 28 South, Range 27 East, Polk County, Florida.

### **PARCEL 5:**

Lots 1, 2, 11 and 12, Florida Highlands Company's Subdivision, according to the Plat thereof as recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida, lying in Section 33, Township 28 South, Range 27 East, Polk County, Florida.

### **PARCEL 6:**

Lots 13 and 14, and the East ½ of closed street lying West of same, and West ½ of closed street lying East of same, and all of closed street lying South of above described property, and Lot 15 and the South ½ of closed street lying North of Lot 15, and the West ½ of closed street lying East of said Lot 15 and East of said closed street lying North of Lot 15, and Lots 27 and 28 and the East ½ of closed street lying West of Lot 27 and the West ½ of closed street lying East of Lot 28, Florida Highlands Company's Subdivision in Section 33, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida.

**EXHIBIT "A" (cont.)**

**PARCEL 7:**

Lots 16, 25 and 26 and the South ½ of closed street lying North of Lot 16, and the West ½ of closed street lying East of Lot 26, and the North ½ of closed street lying South of Lots 25 and 26 and South of the West ½ of closed street lying East of Lot 26, Florida Highlands Company's Subdivision in Section 33, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida.

**PARCEL 8:**

Lots 31, 32, 41, 42, 47 and 56 and the South ½ of closed street lying North of Lots 31 and 32 and closed street lying North of Lot 47 and South of Lots 41 and 42 and closed street lying North of South boundary of Southeast ¼ and South of Lot 56 and West ½ of closed street lying East of the above described property, Florida Highlands Company's Subdivision in Section 33, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida.

**PARCEL 9:**

Lot 15 and the North ½ of closed street lying South of Lot 15, Florida Highlands Company's Subdivision in Section 34, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida.

**PARCEL 10:**

Lots 16 through 18 and closed street lying South of Lot 16 and North of Lot 17, and the South ½ of closed street lying North of Lot 18, and the East ½ of closed street lying West of the above described property, Florida Highlands Company's Subdivision in Section 34, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida.

**PARCEL 11:**

Lots 31, 32, 33 and 34, Florida Highlands Company's Subdivision in Section 34, Township 28 South, Range 27 East, according to the Plat thereof as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida, LESS and EXCEPT that property described in Official Records Book 9105, Page 2033, of the Public Records of Polk County, Florida.

**SEE EXHIBIT "A-1" MADE A PART HEREOF FOR LESS AND EXCEPT PORTION OF LEGAL DESCRIPTION AND ADDITIONAL PARCELS**

*W. R. J.*

Project: Raley Grove – Florida Highlands  
Polk County

**EXHIBIT A-1**



To be attached to and included with the legal description shown on Exhibit "A" to that certain Option Agreement for Sale and Purchase, and Deed of Rural Lands Protection Easement, between Thelma C. Raley, Inc., as Seller, and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

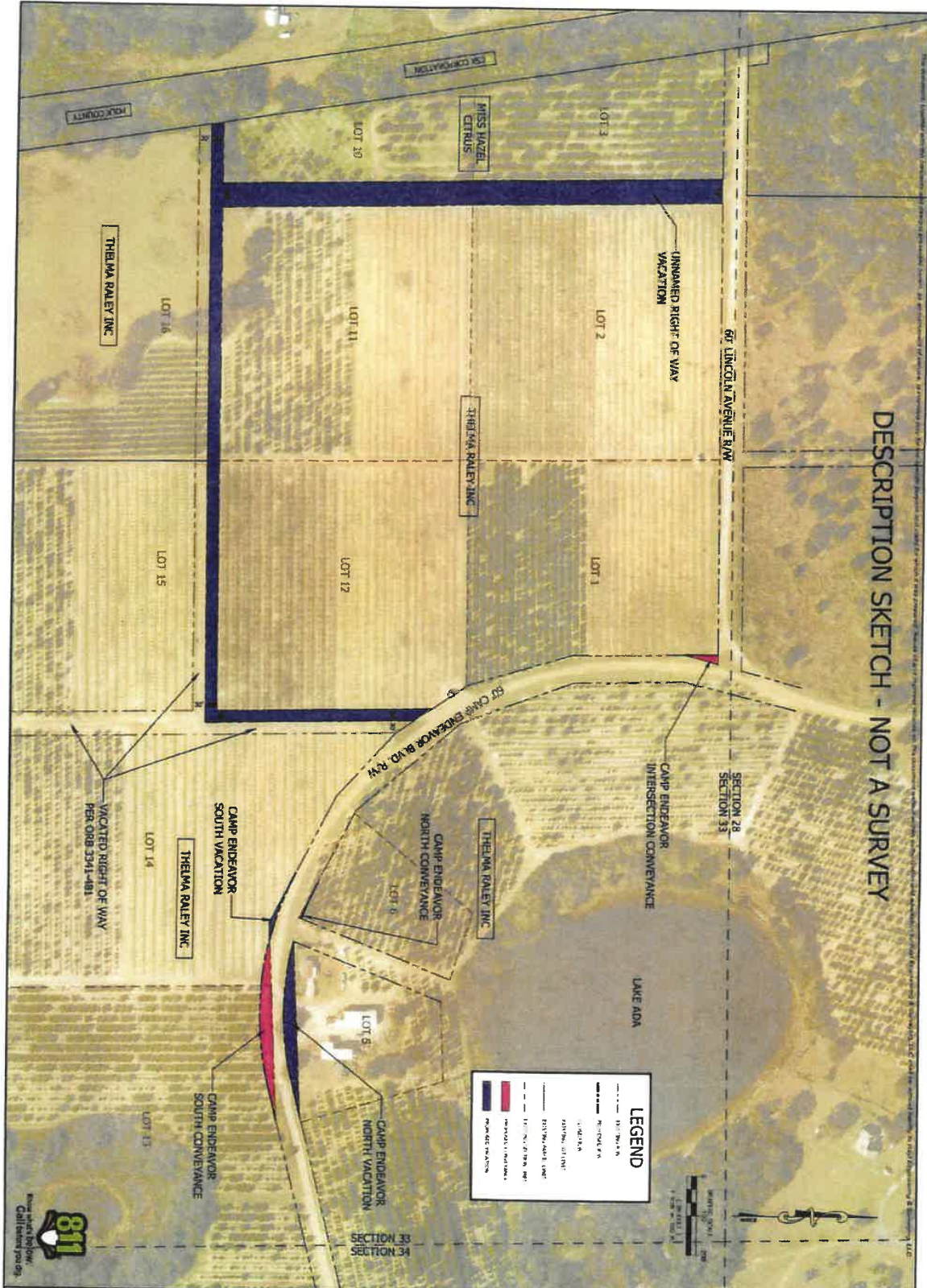
Exhibit "A" attached to the before stated Option Agreement and Conservation Easement is supplemented to less out certain parcels as indicated below, and to include certain parcels as indicated below, as follows:

LESS AND EXCEPT those parcels shown on the attached description sketches in pink color to be conveyed by Thelma C. Raley, Inc. to the City of Dundee, and indicated thereon as the intersection conveyance, the north conveyance, and the south conveyance.

AND TOGETHER WITH that portion of those right-of-way parcels shown on the attached description sketches in blue color to be vacated by the City of Dundee, and indicated thereon as the north vacation, the south vacation, and the unnamed right of way vacation, which inure to Thelma C. Raley, Inc.

The above stated right of way vacation parcels to be included at such time that the City of Dundee vacates said rights of way, and to the extent title to said vacated rights of way inure to Thelma C. Raley, Inc. as a result of said vacations

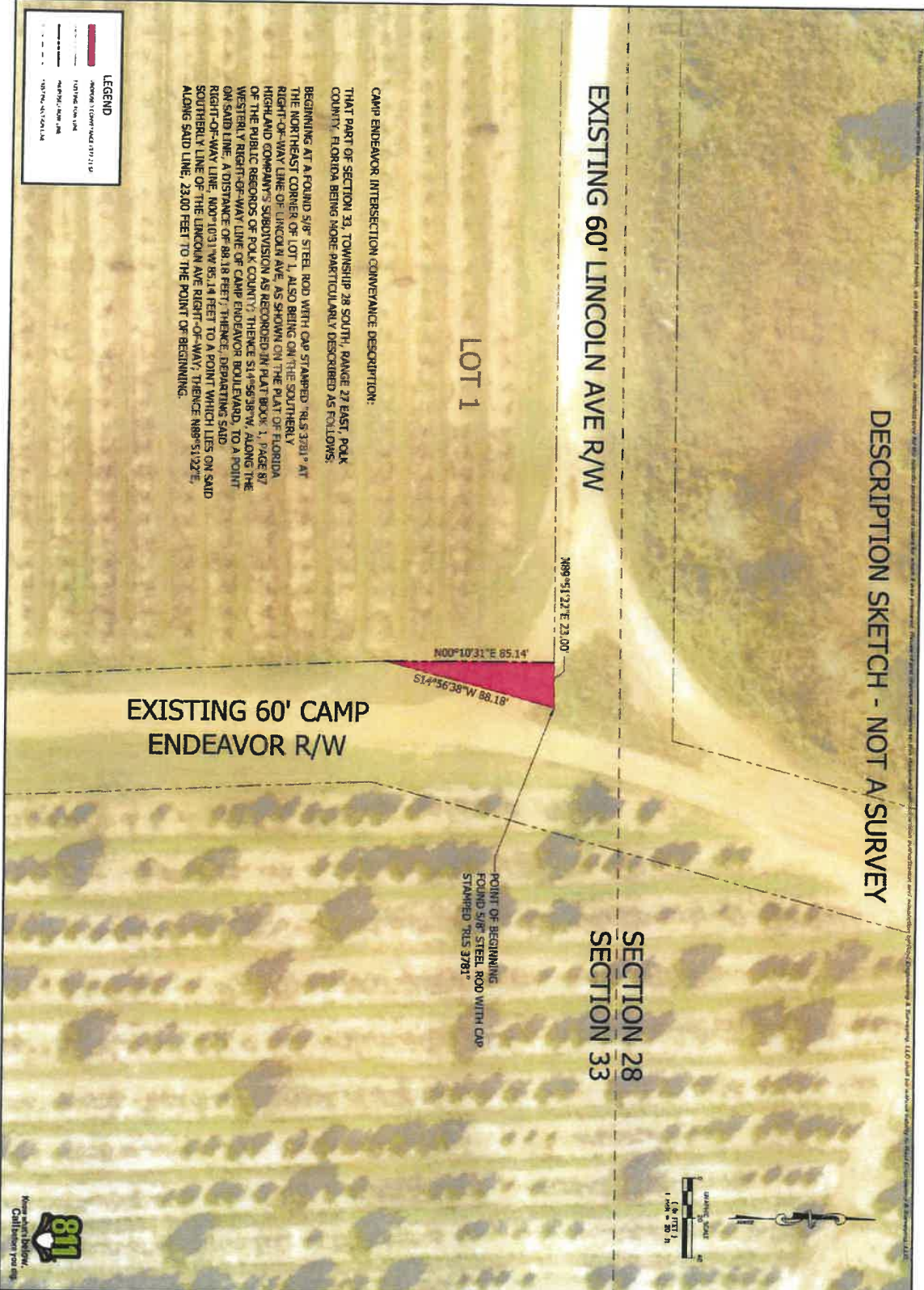
# DESCRIPTION SKETCH - NOT A SURVEY



SHEET NUMBER 1 OF 5	PROJECT NAME CAMP ENDEAVOR BOULEVARD EXTENSION	PREPARED FOR TOWN OF DUNDEE 202 EAST MAIN STREET DUNDEE, IL 60118	JOB NO. 23-139	DATE 08/23/23	DRAWN BY C/DAVE			NO.	DATE	REVISION
	SHEET TITLE OVERALL CONVEYANCE/ VACATION PLAN									

*W. K. J.*

DESCRIPTION SKETCH - NOT A SURVEY



CAMP ENDEAVOR INTERSECTION CONVEYANCE DESCRIPTION:  
 THAT PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A FOUND 5/8" STEEL ROD WITH CAP STAMPED "R.S. 3781" AT THE NORTHEAST CORNER OF LOT 1, ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN AVE, AS SHOWN ON THE PLAT OF FLORIDA HIGHLAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY, THENCE S14°56'38"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CAMP ENDEAVOR BOULEVARD TO A POINT ON SAID LINE A DISTANCE OF 88.18 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE, N00°10'31"E 85.14 FEET TO A POINT WHICH LIES ON SAID SOUTHERLY LINE OF THE LINCOLN AVE RIGHT-OF-WAY, THENCE N89°51'27"E ALONG SAID LINE, 23.00 FEET TO THE POINT OF BEGINNING.

**LEGEND**

	PROPERTY LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY

<p>PROJECT NAME CAMP ENDEAVOR BOULEVARD EXTENSION</p> <p>SHEET NO. 2 OF 5</p>	<p>TOWN OF DUNDEE 221 EAST MAIN STREET DUNDEE, FL 32828</p>	<p>JOB NO. 28-128</p> <p>DATE MAY 2023</p> <p>DRAWN BY ALAN</p>	<p>ALAN ENGINEERING &amp; SURVEYING, LLC</p>	<p>RAYL ENGINEERING &amp; SURVEYING, LLC</p>
	<p>PROJECT FILE NO.</p>	<p>DATE</p>	<p>SCALE</p>	<p>NO.</p>

*WPK. P*

# DESCRIPTION SKETCH - NOT A SURVEY



LEGEND	
	PROPOSED RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	PROPERTY BOUNDARY
	ADJACENT PROPERTY

**CAMP ENDEAVOR NORTH VACATION DESCRIPTION:**  
 THAT PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A FOUND 5/8" STEEL ROD (NO I.D.) AT THE SOUTHWEST CORNER OF CAVE ADA VILLA LOT 5 OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CAMP ENDEAVOR BOULEVARD, AS SHOWN ON THE PLAN OF FLORIDA HIGHLAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY, THENCE N87°32'46"E ALONG SAID HITHERTO RIGHT-OF-WAY LINE, A DISTANCE OF 436.26 FEET TO A FOUND 5/8" STEEL ROD WITH CAP (NOT LEGIBLE) AT A POINT OF INTERSECTION OF SAID RIGHT-OF-WAY LINE, THENCE DEPARTING SAID RIGHT-OF-WAY LINE S78°11'12"W, A DISTANCE OF 92.46 FEET TO A POINT OF CURVE, THENCE ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 702.65 FEET, A CHORD BEARING OF N89°25'13"W, AND AN ARC LENGTH OF 346.09 FEET TO THE POINT OF BEGINNING.

**CAMP ENDEAVOR SOUTH VACATION DESCRIPTION:**  
 THAT PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A FOUND 5/8" STEEL ROD (NO I.D.) AT A POINT ON THE NORTHERLY LINE OF LOT 14 OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, SAID POINT ALSO BEING A POINT OF INTERSECTION ON THE SOUTHERLY LINE OF THE CAMP ENDEAVOR BOULEVARD RIGHT-OF-WAY, AS SHOWN ON THE PLAN OF FLORIDA HIGHLAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY, THENCE N82°37'28"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 139.64 FEET TO A POINT ON A CURVE, THENCE DEPARTING SAID LINE, ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 782.65 FEET, A CHORD BEARING OF N89°15'59"W, AND AN ARC LENGTH OF 177.91 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE, THENCE S87°32'00"W, ALONG SAID LINE, 41.25 FEET TO THE POINT OF BEGINNING.

SHEET NUMBER <b>3 OF 5</b>	PROJECT NAME CAMP ENDEAVOR BOULEVARD EXTENSION	REFERENCED TO TOWN OF DUNDEE 2024 EAST MAIN STREET DUNDEE FL 32828	JOB NO. 25-138	LICENSED PROFESSIONAL ALAN L. RAYL, P.E. STATE OF FLORIDA LICENSE NO. 12512	RAYL ENGINEERING & SURVEYING, LLC
SHEET TITLE CAMP ENDEAVOR NORTH/SOUTH VACATION		DATE 11/15/24		DRAWN BY ALAN RAYL	

[Handwritten Signature]



**DESCRIPTION SKETCH - NOT A SURVEY**

EXISTING 60'  
UNNAMED  
RIGHT-OF-WAY

LOT 6

LOT 5

LOT 14

LOT 13

CAMP ENDEAVOR NORTH CONVEYANCE  
POINT OF BEGINNING ROUND STEEL  
ROD WITH CAP STAMPED RLS 3781'

60' CAMP ENDEAVOR  
BOULEVARD  
RIGHT-OF-WAY

CAMP ENDEAVOR SOUTH CONVEYANCE  
POINT OF BEGINNING ROUND STEEL  
ROD WITH CAP STAMPED RLS 3781'

CAMP ENDEAVOR NORTH CONVEYANCE DESCRIPTION:  
THAT PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A ROUND 5/8" STEEL ROD WITH CAP STAMPED "RLS 3781" AT THE SOUTHEAST CORNER OF LAKE ADA VILLA LOT 6, SAID POINT ALSO BEING A POINT OF INTERSECTION ON THE NORTHERLY LINE OF THE CAMP ENDEAVOR BOULEVARD RIGHT-OF-WAY AS SHOWN ON THE PLAT OF FLORIDA HIGHLAND COUNTY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY, THENCE N62°31'57"W, ALONG SAID LINE, A DISTANCE OF 94.35 FEET TO A POINT ON A CURVE, HAVING A RADIUS OF 702.65 FEET, A CHORD BEARING OF 566°24'53"E, AND AN ARC LENGTH OF 93.97 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 6; THENCE S21°32'17"W, ALONG SAID EASTERLY

CAMP ENDEAVOR SOUTH CONVEYANCE DESCRIPTION:  
THAT PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A ROUND 5/8" STEEL ROD WITH CAP STAMPED "RLS 3781" AT A POINT ON THE NORTHERLY LINE OF LOT 13, ALSO BEING A POINT OF INTERSECTION ON THE SOUTHERLY CAMP ENDEAVOR BOULEVARD RIGHT-OF-WAY LINE AS SHOWN ON THE PLAT OF FLORIDA HIGHLAND COUNTY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY, THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, S76°23'53"W, A DISTANCE OF 88.10 FEET TO A POINT ON A CURVE, HAVING A RADIUS OF 762.65 FEET, A CHORD BEARING OF N87°47'41"W, AND AN ARC LENGTH OF 368.28 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE; THENCE N87°32'00"E, ALONG SAID LINE, 451.05 FEET TO THE POINT OF BEGINNING.

**LEGEND**

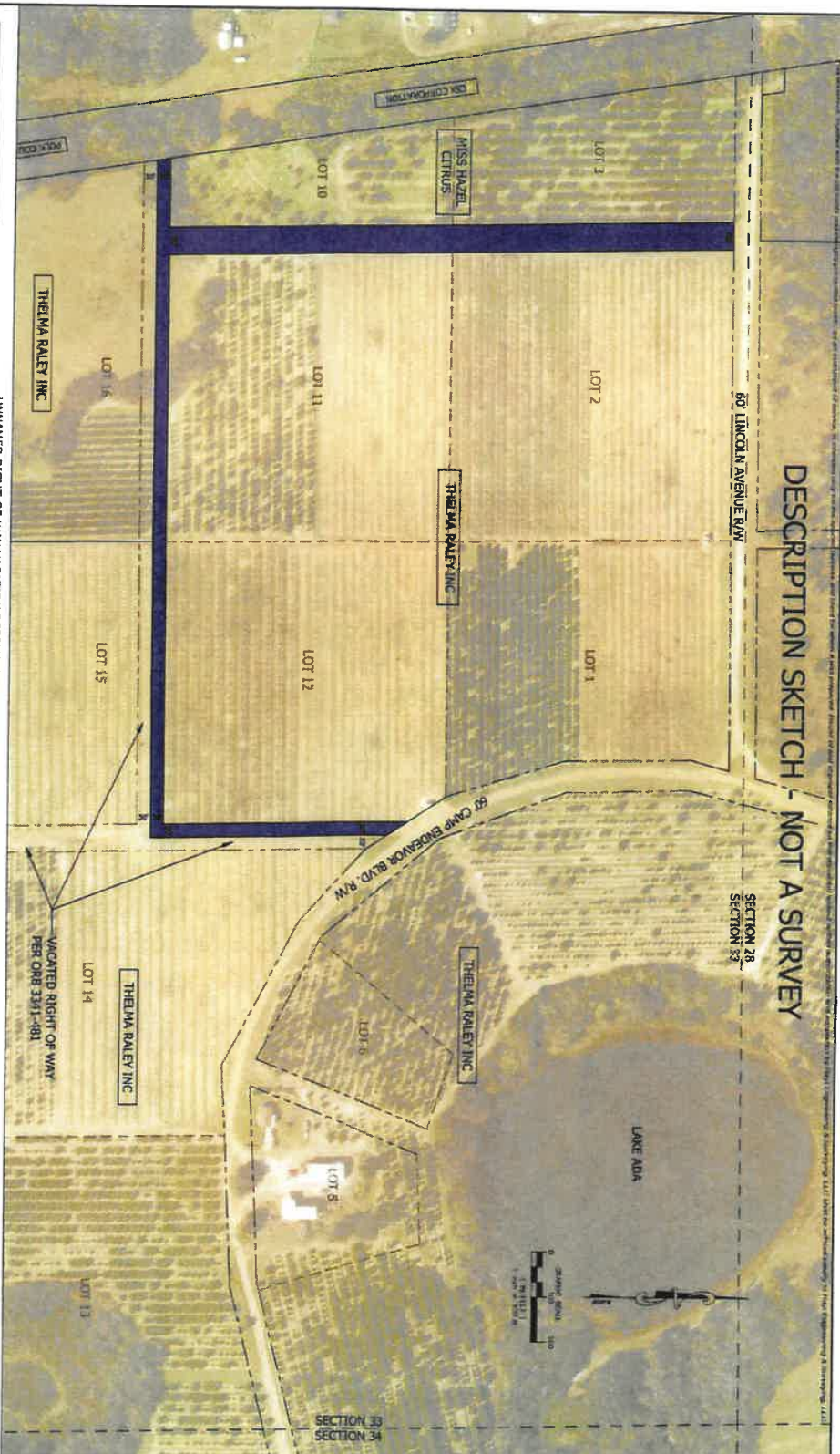
- Proposed Conveyance (RLS 3781')
- Existing Right-of-Way
- Proposed Boulevard
- Proposed Right-of-Way
- Proposed Right-of-Way



SHEET NUMBER 4 of 5	PROJECT NAME CAMP ENDEAVOR BOULEVARD EXTENSION	TOWN OF DUNDEE 70.845° W 1.133° E 14.464'	JOB NO. E-114		
	DRAWN BY C/S/P				
<p style="text-align: center;"><b>RAYL</b> ENGINEERING &amp; SURVEYING, LLC</p>					



# DESCRIPTION SKETCH - NOT A SURVEY



UNNAMED RIGHT-OF-WAY VACATION DESCRIPTION:

THAT PART OF SECTION 13, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE FOLLOWING UNIMPROVED UNNAMED STREET RIGHTS-OF-WAY SHOWN ON THE PLAT OF FLORIDA HIGHLAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA:

ALL OF THAT CERTAIN ROAD RIGHT-OF-WAY FROM LOT 16 NORTH TO LINCOLN AVENUE, ALSO BEING WEST OF LOTS 2 AND 11, AND EAST OF LOTS 3 AND 10, AND THAT CERTAIN ROAD RIGHT-OF-WAY LYING SOUTH OF LOTS 10, 11 AND 12, AND THAT CERTAIN ROAD RIGHT-OF-WAY LYING EAST OF LOT 12 AND WEST OF LOT 14.



SHEET NUMBER <b>5 of 5</b>	PROJECT NAME <b>CAMP ENDEAVOR BOULEVARD EXTENSION</b>	PREPARED FOR <b>TOWN OF DUNDEE 200 EAST MAIN STREET DUNDEE FL 33525</b>	JOB NO. 22-119 DATE APRIL 2022 DRAWN BY CHECKED BY	LICENSE NUMBER <b>ALAN RAYL, P.E.</b> EXPIRES <b>12/31/2023</b> PE #1520 TERRY CAMPBELL	
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*10/22/22*

Exhibit "B"

Significant Natural Areas  
Raley Grove Florida Highlands  
Polk County, FL

Boundary (407.8 ac)

NO SIGNIFICANT NATURAL AREAS



0 0.1 0.2 0.4 Miles





WILTON SIMPSON  
COMMISSIONER

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



RURAL & FAMILY LANDS PROTECTION PROGRAM  
EASEMENT MONITORING FORM

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

D.	Has there been any conversion of forested areas, to non-forested areas?
E.	Has there been any conversion of areas not in improved pasture, to improved pasture?
F.	Has there been any dumping of trash, solid or liquid waste, or toxic or hazardous substances on the property?
G.	Has there been any exploration, excavation, extraction, mining, or drilling on the Property for any of the restricted substances identified in the Conservation Easement (CE)?
H.	<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 stoked? 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			

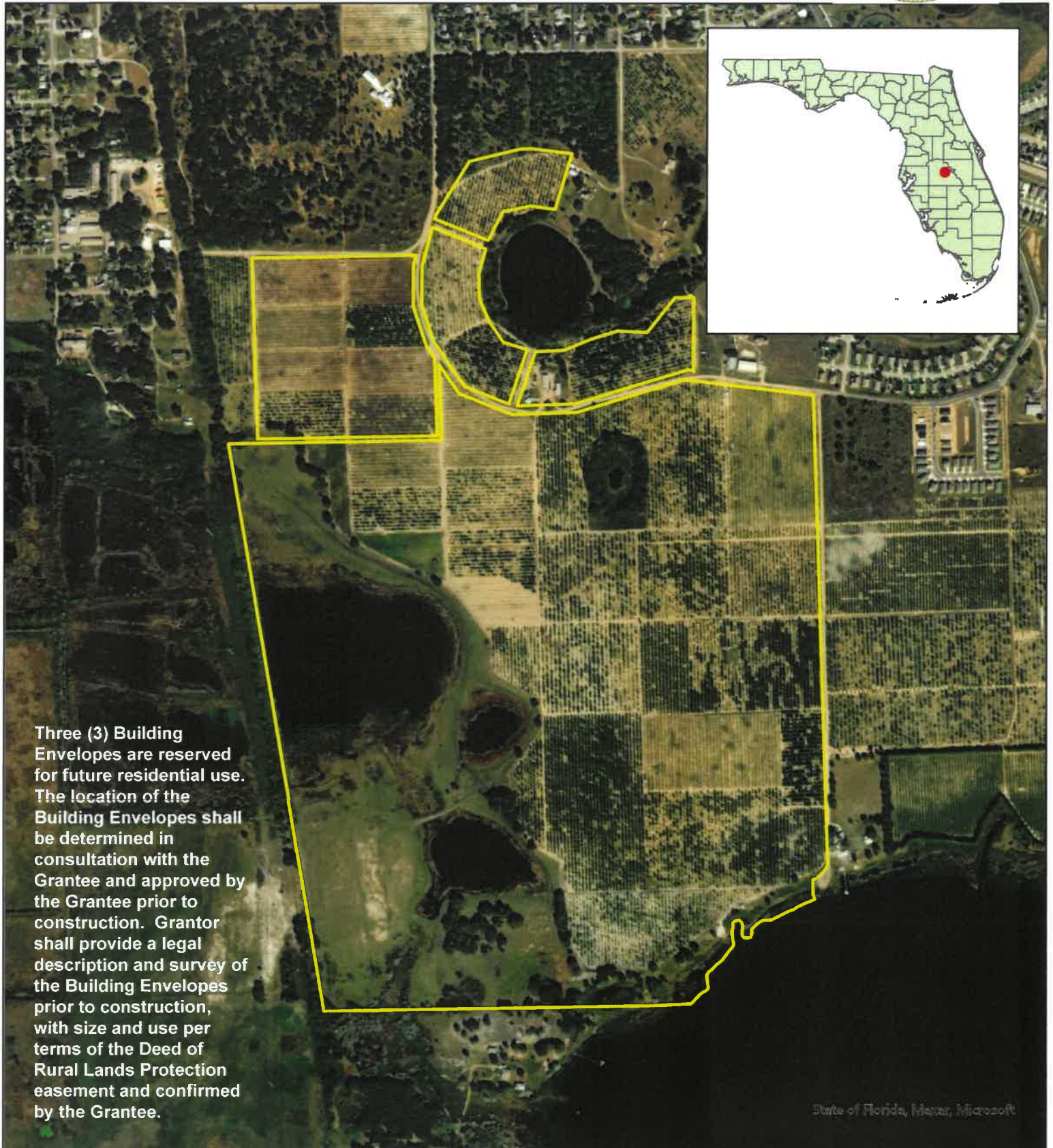




# Raley Grove Highlands Polk County, Florida



## EXHIBIT "D"



Three (3) Building Envelopes are reserved for future residential use. The location of the Building Envelopes shall be determined in consultation with the Grantee and approved by the Grantee prior to construction. Grantor shall provide a legal description and survey of the Building Envelopes prior to construction, with size and use per terms of the Deed of Rural Lands Protection easement and confirmed by the Grantee.

*State of Florida, Mapbox, Microsoft*

0 500 1,000 2,000 Feet

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

Before me, the undersigned authority, personally appeared William L. Raley ("affiant"), this 20<sup>th</sup> day of NOVEMBER, 2021, who, first being duly sworn, deposes and says:

1) That affiant is the President of Thelma C. Raley, Inc., as "Seller", whose address is 505 Avenue A, NW, Suite 209, Winter Haven, Florida 33881, 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>
-------------	----------------	-----------------

See attached shareholder listing

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>
SVN Saunders Danzler Real Estate c/o Dean Saunders	1723 Bartow Rd Lakeland, FL 33801	real estate commission	4.5% of final purchase price

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

*William L. Raley, Jr.*  
 \_\_\_\_\_  
 William L. Raley

STATE OF Florida )  
 COUNTY OF Polk )

SWORN TO (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 20th day of November, by William L. Raley. 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)

*Jackie S. Hoverkamp*  
 \_\_\_\_\_  
 Notary Public

(Printed, Typed or Stamped Name of Notary Public) **JACKIE S. HOVERKAMP**  
 Commission No.: \_\_\_\_\_ Commission # **HH 592428**  
 My Commission Expires \_\_\_\_\_ Expires **November 19, 2028**



**THELMA C. RALEY, INC.**  
**SHAREHOLDERS**      *W.C.R., Jr.*

Name of Legal Entity: Thelma C. Raley, Inc.

1	3	4
Member's Name	Address	Percent Share
Donna K. Class	1691 Yellow Pine Ave, Boulder, CO 80304	27.11%
George Kirtley	PO Box 389, Winter Haven, FL 33882-0389	29.46%
W. Lindsay Raley, Jr.	208 Palmdola Street, Lakeland, FL 33803	23.36%

**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:

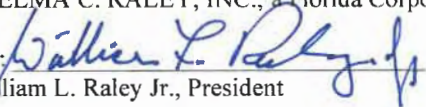
1. The execution of this Agreement and the performance by Seller of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices, and other documents hereunder, have been duly authorized by the requisite corporate authority of Seller.
2. Seller is a 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

THELMA C. RALEY, INC., a Florida Corporation

BY:   
William L. Raley Jr., President

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

BY THE FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER SERVICES

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

11/20/24  
Date Signed by Seller

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

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**RURAL AND FAMILY LANDS PROTECTION PROGRAM**  
**AND**  
**POLK COUNTY, FLORIDA**

THIS MEMORANDUM OF AGREEMENT is entered into as of the Effective Date defined in Section 10, by and between the **RURAL AND FAMILY LANDS PROTECTION PROGRAM of the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**, a public body existing under Chapter 570, Florida Statutes, whose mailing address is 315 South Calhoun Street, Suite 500, Tallahassee, FL 3201 (the RFLPP), and **POLK COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is 330 W. Church St., Bartow, FL 33830 (the County), collectively referred to herein as the Parties. Wherever used herein the terms "RFLPP" and "County" include their legal representatives, assigns, and successors.

**RECITALS:**

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

B. The RFLPP and the County, in recognition of their mutual conservation efforts and responsibilities to the public, desire to enter into this Agreement to facilitate the acquisition of certain rights over that certain real property as generally depicted in Exhibit A and as further identified by the parcel numbers listed in Exhibit B, both as attached hereto and incorporated herein by reference (collectively, the "Property").

C. In order to effectuate the transactions contemplated by this Agreement, the RFLPP will enter into an agreement with the Property owner(s) to purchase and acquire a perpetual conservation easement over, across, under and through the entirety of the Property (the "Easement"), with the County contributing a portion of the purchase funds for the Easement, as further described in Section 2 below.

D. The County has determined the Property is eligible for funding pursuant to Polk County Ordinance No. 94-40, as amended under the County's land acquisition program for purchase of conservation easements over environmentally or agriculturally significant lands within Polk County.

E. The RFLPP has determined the Property is eligible for funding as a perpetual rural lands protection (conservation) easement as a project approved by the Board of Trustees of the Internal Improvement Trust Fund due to its significant agricultural attributes.

F. The RFLPP and the County have each agreed to each pay a share of the due diligence and acquisition costs related to the purchase of the Easement, as further described below.

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

NOW, THEREFORE, for and in consideration of the premises which are made a part of this Agreement, and of the following mutual covenants and conditions hereinafter contained, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties warrant and agree as follows:

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

2. The purchase price to be paid for acquisition of the Easement will be based on appraisals per RFLPP appraisal policy, per Rule 5I-7.013, F.A.C. based on an estimated acreage and shall be apportioned between the parties as follows, where the maximum is:

RFLPP-	An amount not to exceed \$7,000,000*
Polk County-	An amount not to exceed \$1,500,000*

\*The final amounts may be adjusted based on receipt and review of the final certified acreage of the surveys.

3. Certain pre-acquisition and acquisition-related costs associated with the transactions shall be paid as follows:

RFLPP – Up to 100% of all other costs attributable to the Buyer under the Agreements.

County - Up to 100% of the two appraisal and review appraisal costs, completed per Rule 5I-7.013, F.A.C..

4. The RFLPP's and the County's obligations to fund their specified portions of the purchase price and closing costs for purchase of the Easement are contingent upon the approval of the purchase by the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") and the County, and the RFLPP's and the County's review and approval of the title insurance to be provided by the RFLPP, environmental site assessment, survey, and closing documents, and any other matters affecting closing, at the reasonable discretion of the RFLPP's and the County's legal counsel, and is further contingent upon the availability of funding from sources acceptable to the RFLPP and the County. Payment by each party of its share of funds to the closing agent for closing shall evidence approval of all such matters prior to closing.

5. The Property owner(s) will assume primary management responsibility for the Property in accordance with the terms of the written and recorded easement agreement, which shall be executed by the Parties and the Property owner(s) at closing. The RFLPP will assume the primary monitoring and enforcement responsibilities under the terms of the Easement. Polk County shall retain the right to third-party enforcement of the Easement terms.

6. Title to the Easement shall be held solely in the name of the Trustees of the Internal Improvement Trust Fund.

7. This Agreement constitutes the entire agreement of the Parties. There are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed, or amended, except by a writing signed by the Parties hereto. The RFLPP has delegated to its Director or designee the authority to modify, change, or amend this Agreement.

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

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

10. For all purposes of this Agreement, the "Effective Date" hereof shall mean the date when the last of County or the RFLPP has executed the same.

11. This Agreement will expire one year from the Effective Date or upon closing of the purchase transaction contemplated herein, whichever is sooner.

**[SIGNATURES APPEAR OF FOLLOWING PAGES]**



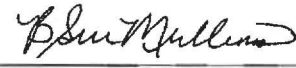
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to become effective as of the date the last party executes the Agreement, and that date shall be entered above.

ATTEST:

  
Sean Garner  
General Counsel

Date: 6 Dec 24

Rural and Family Lands Protection Program

By   
Sue Mullins  
RFLPP Director

Date: 12/05/2024


ATTEST:

STACY M. BUTTERFIELD  
CLERK OF THE BOARD

By:   
Deputy Clerk

Date Signed by Chair: 12/3/24

POLK COUNTY, a political subdivision  
of the State of Florida

By:   
T.R. Wilson,  
Chair  
Board of County Commissioners



Reviewed as to form and legal sufficiency:

  
County Attorney's Office

EXHIBIT A  
SUBJECT PARCEL

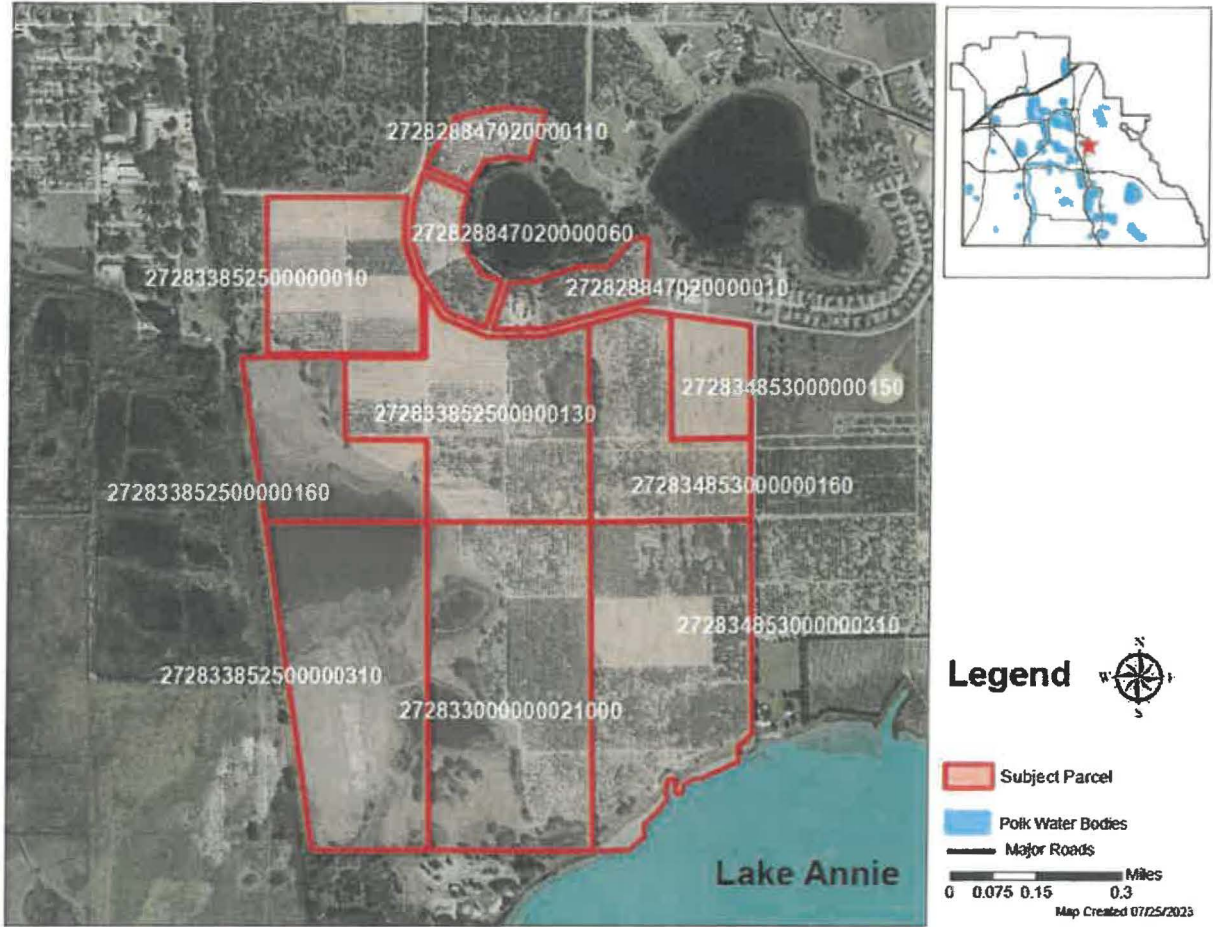


EXHIBIT B  
PARCELS

Parcels ID's

(2728288470200000110, 272828847020000060, 272834853000000150, 272834853000000160,  
272834853000000310, 272833000000021000, 272833852500000130, 272833852500000010,  
272833852500000160, 272833852500000310)

**ALBRIGHT & ASSOCIATES of Ocala, Inc.**

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**Review of (2) Appraisals of  
417.78 AC @ 603 Camp Endeavor Blvd, Dundee, Florida  
Lake Annie - East; Thelma C. Raley, Inc.  
Polk County, Florida  
A&A File #2024.069.039.001**

**Certified to:**

Brooke Moherek, Environmental Specialist - Biologist II  
Polk County Parks and Natural Resources  
4177 Ben Durrance Road  
Bartow, Florida 33830-8433

**Certified by:**

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

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Albright & Associates of Ocala, Inc.

Published by:

Albright & Associates of Ocala, Inc.

4361 SE 6<sup>th</sup> Ave, Ocala, FL 34480

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# **ALBRIGHT & ASSOCIATES of Ocala, Inc.**

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September 13, 2024

Brooke Moherek, Environmental Specialist - Biologist II  
Polk County Parks and Natural Resources  
4177 Ben Durrance Road  
Bartow, Florida 33830-8433

**Re: Review of (2) Appraisals of 417.78 AC @ 603 Camp Endeavor Blvd, Dundee, Florida;  
Lake Annie - East; Thelma C. Raley, Inc.; Polk County, Florida**

Dear Mrs. Moherek:

In compliance with your request, I have conducted an appraisal review of the two reports referenced above and have prepared this written report pursuant thereto. This particular review assignment does not include the provision of an independent opinion of market value. Rather, the technical review includes a focus upon the adequacy, accuracy and overall reliableness of the valuation as well as the appraiser's adherence to not only USPAP but also the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016. Furthermore, I accompanied both appraisers on the inspection of the subject property on July 15, 2024. In that regard, the following narrative summarizes the findings of the review.

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

**Intended Use:** to evaluate compliance with the applicable standards (USPAP and SASBOT) and the client's instructions and whether the appraisals under review are appropriate for their intended use

**Intended Users:** Polk County Parks, Recreation and Natural Resources; Polk County (a political subdivision of the State of Florida); Florida Department of Agricultural and Consumer Services (FDACS); the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

The reviewed appraisals both included an effective date of valuation of July 15, 2024. One of the reviewed reports was prepared by Joseph S. String, MAI of String Appraisal Services, Inc. and the other was reviewed report was prepared by Kyle A. Catlett, MAI and Samuel L. Martin of BBG Real

# **ALBRIGHT & ASSOCIATES of Ocala, Inc.**

Estate Services. The following summarizes the value of each report.

	<u>Before Value</u>	<u>After Value</u>	<u>Easement Value</u>
String Appraisal	\$13,350,000	\$4,850,000	\$8,500,000
BBG Appraisal	\$12,535,000	\$4,825,000	\$7,710,000

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

Respectfully submitted,

**ALBRIGHT & ASSOCIATES of Ocala, Inc.**



\_\_\_\_\_  
Stephen J. Albright, Jr., MAI  
Review Appraiser

# **ALBRIGHT & ASSOCIATES of Ocala, Inc.**

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# **ALBRIGHT & ASSOCIATES of Ocala, Inc.**

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## **Intended Use of Appraisal Review**

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

## **Intended User of Appraisal Review**

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The intended users of this appraisal review are Polk County, Florida Department of Agriculture and Consumer Services (FDACS) and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The specific client of the assignment includes Polk County Parks & Natural Resources c/o Brooke Moherek.

## **Purpose and Objective of Appraisal Review**

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

## **Identification of Reviewed Appraisal Report**

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One of the reviewed reports was prepared by Joseph S. String, MAI (State-Certified General Real Estate Appraiser RZ96) of String Appraisal Services, Inc. with a date of report of September 11, 2024 and file number identified as #24-022. This report included a title page, letter of transmittal and main body of 137 numbered pages and addenda.

The other reviewed report was prepared by Kyle A. Catlett, MAI (State-Certified General Real Estate Appraiser RZ3875) and Samuel L. Martin (State-Registered Trainee Appraiser RI24843) with a date of report of September 12, 2024 and file number identified as #0124013765. This report included a letter of transmittal, main body of 84 pages as well as various addenda items.

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

## **Subject of Reviewed Appraisal**

The reviewed reports both identify the subject property as 417.78 gross acres located along Camp Endeavor Blvd in Dundee, Florida. A legal description of the subject property was provided in both reviewed reports.



# **ALBRIGHT & ASSOCIATES of Ocala, Inc.**

## **Objective and Use of Reviewed Appraisal**

The indicated purpose of the String appraisal is to “estimate the market value of te subject property before the “Deed of Rural Lands Protection Easement” is implemented and the market value of the subject property the “Deed of Rural Lands Protection Easement” is implemented, the mathematical difference being attributable to the impact that the “Deed of Rural Lands Protection Easement” has on market value.” Similarly, the BBG appraisal includes an indicated purpose to “render opinions of Market Value of the Fee Simple Interest for the herein described unencumbered property in the “Before”, as well as the Remainder Value in the Less-Than-Fee Interest subject to a proposed Perpetual Conservation Easement in the “After” and the value of the proposed rights acquired.”

The appraisers appropriately referenced the definition of market value from the “Supplemental Standards, DEP March 2016.” The intended use of the String appraisal is to “assist the client and the intended users with decisions relating to the potential purchase of a perpetual conservation easement.” Similarly, the intended use of the BBG appraisal is to “assist in potential voluntary acquisition of the property regarding the potential implementation of a Perpetual Conservation Easement.”

The intended users of both reports were indicated to be Polk County, the Florida Department of Agriculture and Consumer Services (FDACS) and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

## **Property Ownership Interest of Reviewed Report**

The reviewed reports both indicate that the “before” valuation includes consideration to the fee simple interest while the “after” valuation includes consideration to the subject as if encumbered by the proposed conservation easement. The resulting difference in the two valuations represents the interest associated with the conservation easement rights.

## **Relevant Dates of Reviewed Report**

**Date of Report:** String (September 11, 2024); BBG (September 12, 2024)  
**Effective Valuation Date:** July 15, 2024 (both reports)  
**Inspection Date:** July 15, 2024; in addition to the appraisers, Stephen Albright (review appraiser), Brooke Moherek and Bryan Finder (Polk County) and Lindsay Raley (owner representative) were present for the inspection

## **Extraordinary Assumptions and/or Hypothetical Conditions of the Reviewed Report**

Both of the reviewed reports include one hypothetical condition that the proposed conservation

## **ALBRIGHT & ASSOCIATES of Ocala, Inc.**

easement has been implemented for the “after” valuation. Further, both appraisals included an extraordinary assumption that the same exact terms and conditions of the proposed conservation easement will be implemented if negotiations for the acquisition are successful. Both appraisals also included the assumption that the remainder includes only three subdivisions of five (5) acre envelopes which is somewhat contrary to Article V. Prohibited Use, Item I of the draft conservation easement document. The BBG report includes an additional assumption that the size estimates as provided by the client are accurate and that the subject property is free from any contamination. Both appraisals indicate that the use of both the extraordinary assumption and hypothetical condition might have affected the assignment results.

### **Identify Appraisers of Reviewed Report**

One of the reviewed appraisal reports was prepared and signed by Joseph S. String, MAI (State-Certified General Real Estate Appraiser RZ96) of String Appraisal Services, Inc. while the other reviewed report was prepared by Kyle A. Catlett, MAI (State-Certified General Real Estate Appraiser RZ3875) and Samuel L. Martin (State-Registered Trainee Appraiser RI24843).

Both reports indicate that “no one provided significant professional assistance to the persons signing this report.”

**Scope of Work**

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

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

To that end, Brooke Moherek of Polk County Parks & Natural Resources, requested a technical review of the two appraisals of the property identified herein for the intended use described earlier. As such, the problem to be solved for this assignment is to form an opinion about the quality of the work under review encompassing completeness, adequacy, relevance, appropriateness, and reasonableness. It was also necessary to check that the reports comply with applicable standards and specific assignment instructions. The purpose does not include the development of an independent opinion of value. To that end, the necessary scope of work to develop a credible result includes the following.

- Review the provided copy of the each identified appraisal report.
- The date of my review was August 28, 2024 through September 3, 2024 and date of my review report is September 13, 2024.
- Form opinions regarding the credibility and appropriateness of the reviewed reports consistent with requirements of USPAP and SASBOT. Again, the specific scope of work of this particular assignment does not include forming an independent opinion of value. It is also noted that the reviewer has not researched the marketplace to confirm reported data or to reveal data which may have been more appropriate to include in the appraisal reports nor has the reviewer inspected the comparable sales properties presented in the reviewed reports.
- Prepare a narrative report consistent with the requirements of USPAP and SASBOT.

# ALBRIGHT & ASSOCIATES of Ocala, Inc.

## Appraiser's Descriptive Analysis

The following summarizes the descriptive analysis of the reviewed reports.

The reports include adequate descriptions of both the subject's general area (Polk County) and neighborhood. The neighborhood is positioned in central Polk County generally bound-ed by US Hwy 27 to the west, Interstate 4 to the north, Crooked Lake to the south and an assemblage of large agricultural/recreational tracts to the east. This area includes the cities of Davenport, Haines City, Lake Hamilton, Waverly, Lake Wales and Dundee. In fact, the subject property is located within the city limits of Dundee. Demand for residential development is expanding in the neighborhood generally from north to south towards the subject's immediate area. The subject's most immediate area includes a blend of agricultural acreage as well as new residential development.

The subject property is within the reported ownership of Thelma C. Raley, Inc. There have been no meaningful sales or transfers of the subject over the past five years. Further, as of the date of valuation, the subject property did not appear to be listed for sale. The subject is identified as a portion of (11) Tax Parcel Numbers with 2023 assessment data summarized as follows.

PARCEL NUMBER	ACREAGE	JUST VALUE	TAXABLE VALUE	TAXES
27-28-28-847020-000010	11.1	\$ 304,600	\$ 104,678	\$ 2,248.17
27-28-28-847020-000060	10.96	\$ 197,040	\$ 13,632	\$ 309.83
27-28-28-847020-000110	8.12	\$ 150,274	\$ 10,560	\$ 247.79
27-28-33-000000-021000	79.94	\$ 548,229	\$ 65,553	\$ 1,375.78
27-28-33-852500-000010	34.5	\$ 348,305	\$ 55,091	\$ 1,233.61
27-28-33-852500-000130	56.82	\$ 468,830	\$ 68,668	\$ 1,420.56
27-28-33-852500-000160	32.46	\$ 287,601	\$ 35,285	\$ 780.44
27-28-33-852500-000310	68.42	\$ 264,258	\$ 10,484	\$ 214.00
27-28-34-853000-000150	13.87	\$ 180,337	\$ 16,647	\$ 370.72
27-28-34-853000-000160	34.82	\$ 350,011	\$ 46,200	\$ 967.63
27-28-34-853000-000310	<u>66.77</u>	<u>\$ 1,969,639</u>	<u>\$ 87,604</u>	<u>\$ 1,878.66</u>
Total	417.78	\$ 5,069,124	\$ 514,402	\$ 11,047.19

The site includes 417.78 AC (gross size) and both reports indicate an estimated amount of probable jurisdictional wetlands of 70.11 AC or 17% of the site. The following aerial map was provided in the String report.

# ALBRIGHT & ASSOCIATES of Ocala, Inc.



The subject is highly irregular in shape as depicted above with the site being split by Camp Endeavor Blvd as well as undeveloped platted rights of way. Per the String report, “vacating these platted rights of way should be easy as several have already been vacated by both the Town of Dundee and Polk County.” The property includes rolling terrain with elevations generally ranging from about 120' to 170' above sea level. The subject includes about 1,470' of frontage on Lake Annie (407 AC fairly clear ridge lake with a small public boat ramp) as well as influence from Lake Ada (10 AC at the northerly extreme although it was reported that the Town of Dundee owns a strip of land approximately 150' around the entire lake). A significant amount of the site (about 30%) is situated within Flood Zone “AE” with the balance in Zone “X” (minimal flooding). The property includes a combination of mostly citrus groves/peach orchard, small pasture area, other open uplands areas and wetlands consisting of large ponds. There are three areas in the southwest corner of the property

## **ALBRIGHT & ASSOCIATES of Ocala, Inc.**

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that were formerly mined for peat, creating several pits. The subject is encumbered by an overhead powerline easement with variable width of 75' to 112' with a total impacted area of about 13.7 AC. There is also a sub-surface gas line easement which is positioned within the aforementioned power line easements.

The assignment includes consideration to a Title Commitment dated May 1, 2024 (prepared by American Government Services Corporation #32955) although none of the exceptions were considered adverse by either appraiser (noting that the overhead power line easements are most significant but typically effectively incorporated into useful site plans even for residential development).

The subject includes access from multiple sources. More specifically, the subject is accessed from North Scenic Hwy via paved Race Rd which eventually turns into Camp Endeavor Blvd which severs the subject acreage. Camp Endeavor Blvd represents a public graded road (the subject includes about 2,770' on the north side and about 3,610' on the south side). The subject is also accessed via 4<sup>th</sup> Street South which is a public road in the process of being paved. Lincoln Rd represents a public graded road that extends east from US Hwy 27 to Camp Endeavor Blvd. Finally, the subject includes about 3,920' of frontage on the west side of Campbell Rd, a graded road.

The subject is located in the Town of Dundee with central water nearby along with electricity, telephone and cable available. The String report indicates that the Town of Dundee is expected to enact a one-year moratorium on new housing developments due to time needed to increase water service capacity. Central sewer appears to be available at or near the northeast corner of the subject property (along Campbell Rd). Presently, water and sewer service is provided by on-site means.

The subject includes a blended future land use of Low Density Residential and Conservation. The corresponding blended zoning is RSF-1 (Low Density Single-Family Residential), AL (Limited Agriculture) and CON (Conservation). Per FLU Policy 5.5 referenced in both reports, residential development of the subject property shall be restricted to four units per AC for all units with septic tanks. However, this document limits development to only 30% of the total units if septic tanks are utilized until such time that sanitary sewer system can be provided for the balance of the units (and that the other units on septic systems will be converted to this system upon availability).

The subject property includes a modest level of vertical improvement. More specifically, an approximate 2 AC compound portion of the site includes a residence (912 SF and built in 1989), 3,200 SF metal pole shed built in about 2007, pole barn structure of just over 2,000 SF built in about 2010 and 1,280 SF lean-to structure added in 2023. These improvements support the producing citrus grove/peach orchard use over the majority of the subject acreage. Related site improvements include numerous large wells which provide irrigation to the grove/orchard.

**Appraiser's Valuation and Conclusions**

---

In the “before” valuation, both appraisers concluded a similar highest and best use including continued interim agricultural use with near term residential development potential, pending availability of central utilities. In support of that conclusion, both appraisers cite the subject’s physical attributes (predominance of uplands along with lake frontage amenity) as desirable for residential development. Further, the subject includes an appropriate level of entitlement of up to four units per AC which is typical of the area. While the present lack of utilities is restrictive, growth in the area is reasonably anticipated to result in relatively near term availability of necessary infrastructure to support feasibility of residential development. With respect to the “after” valuation, both appraisers concluded highest and best use limited to agricultural/recreational use with limited residential (existing residence and three residential building envelopes allowed). To that end, both appraisers included a comparison grid/chart of rights before and after placement of the easement which demonstrates the significant loss of rights. With respect to the three available “floating” building envelopes, both appraisals indicate the strong likelihood of their location to be directly on the lake frontage. In summary, the appraisers have adequately and convincingly addressed the issue of highest and best use for the subject property.

The valuation of the subject property includes reliance upon the Sales Comparison Approach which was explained as the only applicable approach to value for the subject property type in the subject market (nominally improved property). Due to the unique attributes of the highest and best use of the subject “after placement of the easement” and a lack of truly comparable sales, both appraisals include a methodology which requires consideration to two data sets. More specifically, each report includes consideration to comparable land sales reflective of the three potential lake-front building envelopes as well as comparable land sales reflective of the remaining acreage which includes mostly citrus groves. Not surprisingly, there was some overlap of data in the two appraisal reports.

As a matter of note, while String includes the contributory value of improvements in both the before and after values (albeit relatively nominal), the BBG analysis excludes consideration to the contributory value of improvements as they indicate the contribution is unchanged by placement of the easement (that is, they are worth the same in the after as they are in the before).

# ALBRIGHT & ASSOCIATES of Ocala, Inc.

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

## [String “Before” Comparable Sales]

Element of Comparison	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5
Location	Lake Wales	Dundee	Lake Wales	Winter Haven	Lake Wales
Sale Date	July of 2023	June of 2023	July of 2023	April of 2024	Dec of 2023
Size (Gross AC)	315.46	559.62	338.00	284.93	236.57
Percentage Uplands	100%	99.99%	82%	59%	100%
Sale Price (\$/Gross AC)	\$21,878	\$28,247	\$31,065	\$36,796	\$39,962
Overall Rating	Significantly Inf	Similar	Similar	Slightly Superior	Significantly Sup

Each of the sales are current and include similar entitlements with the conveyance of fee simple interest. The appraiser included a map, detailed data sheet, aerial photo and deed for each comparable property. The appraiser utilized a qualitative adjustment process for comparison of the sales with the subject property which is widely accepted and appropriate for this type of valuation. As described in the prior chart, Sale 1 is considered significantly inferior while Sales 4 and 5 are superior to varying degrees and Sales 2 and 3 are similar. The appraiser reconciles a final opinion of market value toward the central tendency of the overall range or \$32,000/AC which equates to \$13,350,000, rounded.

As noted earlier, the String report includes two data sets relevant to the valuation of the subject property “after placement of the easement.”

## [String “After” Lake-Front Sales]

Element of Comparison	Sale 1	Sale 2	Sale 3
Location	Groveland (Lake Co)	Tiger Lake (Polk Co)	Babson Park (Polk Co)
Sale Date	Oct of 2023	Feb of 2024	Mar of 2023
Size (Gross AC)	4.48	5.54	7.11
Percentage Uplands	90%	93%	100%
Sale Price (\$/Gross AC)	\$104,911	\$64,982	\$85,795
Overall Rating	Superior	Inferior	Slightly Superior

Each of the sales are current and include similar entitlements allowing one residence which benefits from direct lake frontage (comparable to each of the subject’s three “floating” building envelopes). The appraiser included a map, detailed data sheet, aerial photo and deed for each comparable property. The appraiser utilized the qualitative adjustment process which is widely accepted and appropriate for this type of valuation. Sale 1 is considered superior, Sale 2 is considered inferior and Sale 3 is considered slightly superior. The appraiser reconciles a final opinion of market value toward the lower-central tendency or \$80,000/AC which equates to \$400,000 per each of the (3)



# **ALBRIGHT & ASSOCIATES of Ocala, Inc.**

subject building envelopes or a total value of \$1,200,000 for this component.

## **[String “After” Acreage Sales]**

<b>Element of Comparison</b>	<b>Sale 1</b>	<b>Sale 2</b>	<b>Sale 3</b>	<b>Sale 4</b>
Location	Polk Co	Polk Co	Pasco Co	Manatee Co
Sale Date	May of 2022	April of 2024	Jan of 2023	Jan of 2024
Size (Gross AC)	734.44	402.60	484.62	275.66
Percentage Uplands	55%	64%	69%	87%
Sale Price (\$/Gross AC)	\$4,766	\$9,439	\$11,009	\$14,792
Overall Rating	Significantly Inf	Similar	Slight Superior	Significantly Sup

Due to the unique characteristics of the subject property (producing orange grove), the String report included a range of sales including two parcels encumbered by conservation easement, one rurally located agricultural tract and one producing orange grove tract. The appraiser included a map, detailed data sheet, aerial photo and deed for each comparable property. The appraiser utilized the qualitative adjustment process which is widely accepted and appropriate for this type of valuation. Sales 1 and 2 are the two encumbered tracts with Sale 1 significantly inferior and Sale 2 similar. Both Sales 3 and 4 are unencumbered and superior to varying degrees. The appraiser reconciles a final opinion of market value toward the lower-central tendency or \$9,000/AC which equates to \$3,650,000, rounded, for this acreage component of the remainder.

In summation, the String report includes a final reconciled overall value of \$4,850,000 for the remainder and cites that additional discounting for “sum or the parts” is not necessary due to the high level of demand in the area for this property type.

The String valuations result in a residual to the easement interest value of \$8,500,000 or just over \$20,000/AC.

# **ALBRIGHT & ASSOCIATES of Ocala, Inc.**

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

## **[BBG “Before” Comparable Sales]**

<b>Element of Comparison</b>	<b>Sale 1</b>	<b>Sale 2</b>	<b>Sale 3</b>	<b>Sale 4</b>	<b>Sale 5</b>
Location	Polk Co	Polk Co	Polk Co	Polk Co	Polk Co
Sale Date	April of 2024	Dec of 2023	Aug of 2023	Aug of 2023	June of 2023
Size (Gross AC)	285.00	237.00	145.00	338.00	559.62
Percentage Uplands	75%	100%	35%	80%	100%
Sale Price (\$/Gross AC)	\$36,787	\$40,270	\$28,276	\$31,065	\$28,247
Overall Rating	Superior	Superior	Inferior	Superior	Similar

Each of the sales are current and include similar entitlements with the conveyance of the fee simple interest. The appraiser included a map, detailed data sheet, aerial photo and deed for each comparable property. The appraiser utilized a qualitative adjustment process for comparison of the sales with the subject property which is widely accepted and appropriate for this type of valuation. As described in the prior chart, Sales 1, 2 and 4 are all superior to some degree while Sale 3 is inferior and Sale 5 is similar. The appraiser reconciles a final opinion of market value toward the lower-central tendency or \$30,000/AC or \$12,535,000, rounded.

As noted earlier, the BBG report includes three data sets relevant to the valuation of the subject property “after placement of the easement.”

## **[BBG “After” Lake-Front Sales]**

<b>Element of Comparison</b>	<b>Sale 1</b>	<b>Sale 2</b>	<b>Sale 3</b>	<b>Sale 4</b>
Location	Bartow (Polk Co)	Tiger Lake (Polk Co)	Groveland (Lake Co)	Lake Wales (Polk Co)
Sale Date	April of 2024	Feb of 2024	Oct of 2023	Nov of 2022
Size (Gross AC)	5.41	5.54	4.48	6.14
Percentage Uplands	46%	100%	98%	100%
Sale Price (Gross \$)	\$325,000	\$360,000	\$470,000	\$300,000
Overall Rating	Inferior	Inferior	Considerably Sup	Inferior

Each of the sales are current and include similar entitlements allowing one residence which benefits from direct lake frontage (comparable to each of the subject’s three “floating” building envelopes). The appraiser included a map, detailed data sheet, aerial photo and deed for each comparable property. The appraiser utilized the qualitative adjustment process which is widely accepted and appropriate for this type of valuation. The gross price per lot was selected as the unit of comparison. Sales 1, 2 and 4 are considered inferior while Sale 3 is considerably superior. The appraiser reconciles a final opinion of market value toward the upper-central tendency or \$400,000 per each of the (3) subject building envelopes or a total value of \$1,200,000 for this component.

# ALBRIGHT & ASSOCIATES of Ocala, Inc.

## [BBG “After” Acreage Sales]

Element of Comparison	Sale 1 (Grove)	Sale 2 (Grove)	Sale 3 (Grove)	Sale 1 (Enc)	Sale 2 (Enc)	Sale 3 (Enc)
Location	Polk Co	Manatee Co	Polk Co	Polk Co	Polk Co	Polk Co
Sale Date	June of 2024	Jan of 2024	Aug of 2023	May of 2024	April of 2024	Dec of 2023
Size (Gross AC)	324.00	275.66	546.00	1,045.00	385.00	395.00
Percentage Uplands	98%	87%	100%	61%	55%	68%
Sale Price (\$/Gross AC)	\$11,728	\$14,692	\$9,203	\$5,315	\$8,571	\$5,063
Overall Rating	Considerably Sup	Considerably Superior	Considerably Superior	Inferior	Inferior	Inferior

Due to the unique characteristics of the subject property (lake-front, producing orange grove encumbered by a conservation easement), the BBG report included a range of sales including three unencumbered citrus grove parcels (first three sales above) and three acreage parcels encumbered by conservation easement to embrace the characteristics of the subject remainder. The appraiser included a map, detailed data sheet, aerial photo and deed for each comparable property. With the exception of adjustments for contributory value of improvements of some of the sales, the appraiser utilized the qualitative adjustment process which is widely accepted and appropriate for this type of valuation. The three unencumbered citrus grove sales establish the upper tendency as all are considerably superior. The three encumbered sales establish the lower tendency as all sales are considered inferior to some degree. As a matter of note, Sale 3 (Enc) above represents Encumbered Sale 2 from the String report. The BBG analysis of this sale includes a quantified adjustment to exclude the estimated contributory value of the 18 AC of unencumbered land as well as all improvements. This results in the adjusted price of \$3,300,000 and reduced size of 385 AC. The appraiser reconciles a final opinion of market value toward the central tendency or \$9,000/AC which equates to \$3,625,000, rounded, for this acreage component of the remainder.

In summation, the BBG report includes a final reconciled overall value of \$4,825,000 for the remainder and cites that additional discounting for “sum or the parts” is not necessary due to the high level of demand in the area for this property type.

The two BBG valuations result in a residual to the easement interest value of \$7,710,000 or about \$18,455/AC.

The appraisers also provided opinions of reasonable marketing time and reasonable exposure time for the valuations (3 to 6 months for both exposure time and 6 months plus for marketing time in the String report; 3 to 6 months for both exposure time and marketing time in the BBG report). Finally, the appraisers provided a completed Bureau of Appraisal - Appraisal Checklist in the Addenda of the reports.

The appraisals reflect a reasonable range of opinions of market value with a variance of just over 10%.

**Final Review Analysis and Comments**

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The reviewed reports were found to be well presented, comprehensive and informative in terms of the description of the subject's physical and locational attributes as well as the valuation process. Further, the reports were prepared in substantial conformance with requirement of both USPAP and SASBOT.

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

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

# **ALBRIGHT & ASSOCIATES of Ocala, Inc.**

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## **Certification**

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

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

## **ALBRIGHT & ASSOCIATES of Ocala, Inc.**

11. No person added significant real property appraisal or appraisal review assistance except as specified.
12. *Uniform Standards of Professional Appraisal Practice* require appraisers, prior to accepting assignments, to possess experience and skill necessary for completion, or:
  - A. Disclose lack of knowledge and/or experience before assignment acceptance.
  - B. Take necessary and appropriate steps to complete assignment competently.
  - C. Describe lack of knowledge and/or experience in appraisal report.
  - D. Describe steps taken to complete assignment competently in appraisal report.

I have performed appraisals and/or review of properties similar to the subject for various private- and public-sector clients (including Polk County, Florida) for more than 30 years.

13. At the date of this report, I, Stephen J. Albright, Jr., have completed the continuing education program for Designated Members of the Appraisal Institute.
14. As of the date of publication of this review report, I have completed no professional services (appraisal or otherwise) associated with the subject property of the reviewed report within the three years preceding this assignment.



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

**Addendum**

# **ALBRIGHT & ASSOCIATES of Ocala, Inc.**

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## **Stephen J. Albright, Jr. Curriculum Vitae**

### **Employment**

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

### **Formal Education**

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

### **Professional Designations**

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

### **Professional Organizations/Service**

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

### **Community Organizations/Service**

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

### **Specialized Services**

#### **[Expert Witness]**

**5<sup>th</sup> Circuit-** Marion County, Citrus and Lake Counties

#### **[Arbitration/Mediation Hearings]**

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

#### **[Special Magistrate]**

Marion County Value Adjustment Board Hearings (2008-2023)  
Citrus County Value Adjustment Board Hearings (2010-2014)

#### **[Speaking Engagements]**

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



**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**RURAL AND FAMILY LANDS PROTECTION PROGRAM**  
**AND**  
**POLK COUNTY, FLORIDA**

THIS MEMORANDUM AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **RURAL AND FAMILY LANDS PROTECTION PROGRAM of the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**, a public body existing under Chapter 570, Florida Statutes, whose mailing address is 315 South Calhoun Street, Suite 500, Tallahassee, FL 3201 (the RFLPP), and the **COUNTY OF POLK, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is 330 W. Church St., Bartow, FL 33830 (the County), collectively referred to herein as the Parties. Wherever used herein the terms "RFLPP" and "County" include their legal representatives, assigns, and successors.

RECITALS:

- A. The RFLPP and the County are authorized to enter into agreements to cooperatively and efficiently use their various powers to provide public services that will advance the health, education, safety, and general welfare of the citizens of the state of Florida, the RFLPP, and the County.
- B. The RFLPP will enter into Option Agreements for the purchase of Conservation Easements and Rural Lands Protection Easements on properties selected and approved by both the RFLPP and the County.
- C. The RFLPP and the County, in recognition of their mutual conservation efforts and responsibilities to the public, desire to enter into this Agreement to facilitate the acquisition of certain rights over such Properties, as those opportunities present themselves.
- D. The Polk County Commission will determine the Property is eligible for funding under the County's land acquisition program for purchase of conservation easements over environmentally or agriculturally significant lands within Polk County.
- E. The RFLPP will determine the Property is eligible for funding as a perpetual rural lands protection (conservation) easement due to its significant agricultural attributes.
- F. The RFLPP and the County have agreed to each pay a share of the due diligence and acquisition costs.
- G. The Property is environmentally significant; provides for ongoing agricultural operations, and will further the conservation goals of the County and the RFLPP.

NOW, THEREFORE, for and in consideration of the premises which are made a part of this Agreement, and of the following mutual covenants and conditions hereinafter contained, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties warrant and agree as follows:

1. RECITALS. The foregoing recitals and the exhibits attached hereto are true and correct and are incorporated herein by this reference.

2. The purchase price to be paid pursuant to the Option Agreement of conservation easement Parcels will be based on appraisals per RFLPP appraisal policy, based on an estimated acreage and shall be apportioned as follows, where the maximum is:

RFLPP	An amount not to exceed \$7,000,000*
Polk County	An amount not to exceed \$1,500,000*

\*The final amounts may be adjusted based on receipt and review of the final certified acreage of the surveys.

3. Certain pre-acquisition and acquisition-related costs associated with the transactions shall be paid as follows:

County – Up to 100% of the two appraisal and review appraisal costs.

RFLPP – Up to 100% of all other costs attributable to the Buyer under the Agreements.

4. The RFLPP's and the County's obligations to fund their specified portions of the purchase price and closing costs for the Property are contingent upon the approval of these purchases by the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") and Polk County Commission, and the RFLPP's and the County's review and approval of the title insurance to be provided by the RFLPP, environmental site assessment, survey, and closing documents, and any other matters affecting closing, at the reasonable discretion of the RFLPP's and the County's legal counsel, and is further contingent upon the availability of funding from sources acceptable to the RFLPP and the County. Payment by each party of its share of funds to the closing agent for closing shall evidence approval of all such matters prior to closing.

5. Landowners will assume primary management responsibility for the Parcels in accordance with the terms of the Easement. The RFLPP will assume the primary monitoring and enforcement responsibilities under the terms of the conservation easement over the Parcels. Polk County retains the right to third-party enforcement of the Easement terms.

6. The RFLPP and the County recognize and agree that the Property is among several parcels that may be acquired within the jurisdictional boundaries of the County, and as other parcels become candidates for purchase the parties agree to work together in good faith to amend this Agreement to facilitate the acquisition of those parcels.

8. Title to the Easement shall be held solely in the name of the Trustees of the Internal Improvement Trust Fund.

9. This Agreement constitutes the entire agreement of the parties. There are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed, or amended, except by a writing signed by the parties hereto. The RFLPP has delegated to its Director or designee the authority to modify, change, or amend this Agreement.

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

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

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

13. This Agreement will Expire one year from the date of execution.

**[SIGNATURES APPEAR OF FOLLOWING PAGES]**

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

ATTEST:

Rural and Family Lands Protection Program

\_\_\_\_\_  
Sean Garner  
General Counsel

By \_\_\_\_\_  
Sue Mullins  
RFLPP Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

POLK COUNTY

\_\_\_\_\_  
Bill Beasley  
Polk County Manager

By \_\_\_\_\_  
Bill Braswell  
County Commission Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by County Counsel  
as to form and legality

By \_\_\_\_\_

EXHIBIT A  
PURCHASE CONTRACT  
CE Parcels

Parcels

(Insert Tax ID numbers)