AGENDA
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
December 17, 2025
Attachments to the items below can be viewed at the following link:
floridadep.gov/cab/cab/content/agendas

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Item 1 **Manatee County Sovereignty Submerged Land Lease/ Non-Water Dependent Activities/ Recommended Consolidated Intent**

REQUEST: Consideration (1) for a determination that, pursuant to Rule 18-21.004(1)(g), F.A.C., it is in the public interest to allow non-water dependent activities to occur on sovereignty formerly submerged lands; (2) an application for a new 10-year sovereignty submerged and formerly submerged land lease containing 244,274 square feet, more or less, for a county park and public boat ramp facility; and (3) authorization for the severance of 17.19 cubic yards of sovereignty material.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Manatee

APPLICANT: Manatee County
Lease No. 410363853
Application No.41-0319737-008-EI

LOCATION: Manatee Avenue West, Holmes Beach
Anna Maria Sound, Manatee County
Waterbody/ Classification: Anna Maria Sound, Class II
Designate Manatee County: No
Manatee Protection Speed Zone: Slow speed zone all year

CONSIDERATION: The proposed project qualifies for a waiver of lease fees pursuant to Rule 18-21.011(1)(b)7, F.A.C., which states that fees may be waived for government entities that are either not-for-profit or non-profit uses when the revenues are used for operation and maintenance of the structure and the activity is consistent with the public purposes of the county organization and is not an adjunct to a commercial endeavor.

Additionally, pursuant to Rule 18-21.011(3)(c), F.A.C., a waiver of dredge fees may be granted if the materials are placed on public property and used for public purposes, or if the dredged material has no economic value and is disposed of in a Class I landfill. The county intends to dispose of the severed dredged material at a Class I landfill.

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

The project is required to demonstrate that it is “not contrary to the public interest,” pursuant to Rule 18-21.004(1)(a), F.A.C. The Applicant has provided reasonable assurance that the proposal will

Item 1, cont.

maintain existing natural conditions; will not significantly impact fish and wildlife and other natural resources, including public recreation and navigation; is consistent with the goals and objectives of the "Conceptual State Lands Management Plan"; is consistent with the local government's comprehensive plan; and will not interfere with the riparian rights of adjacent property owners. Therefore, the Department is of the opinion that the proposal is "not contrary to the public interest" and otherwise meets all applicable requirements for a proprietary authorization to use sovereignty submerged lands, pursuant to Article X, Section 11 of the Florida Constitution, Chapter 253, F.S., associated Rule 18-21, F.A.C., and the direction of the Board of Trustees.

Background

In 1955, the Board of Trustees granted an easement to Florida Department of Transportation (FDOT), formerly known as State Road Department, for the construction of State Road 64/ Manatee Avenue West. This easement authorized FDOT to fill sovereignty submerged lands, and as part of the project, the Kingfish boat ramp and public park was constructed in 1972.

On September 8, 2009, FDOT granted the Applicant a 25-year lease, set to expire on September 8, 2034.

On July 1, 2013, the Applicant applied for an Environmental Resource Permit to expand the county park and boat ramp facility. The proposed activities included a reduction of impervious surface in the uplands, replacement of approximately 546 linear feet of seawall, widening of the boat ramp, replacement and expansion of the accessory docks for a total of approximately 2,250 square feet, and dredging of approximately 470 cubic yards of sovereignty material within the expanded mooring areas and boat ramp. The proprietary authorization for this permit was granted through a Letter of Consent issued on November 26, 2013. The issuance of the Letter of Consent was based solely on the in-water activity. Time extensions for the construction phase of the project were granted on December 3, 2018, and April 30, 2020. The first extension was for an additional two years and the second was for an additional three years; November 26, 2020 and November 26, 2023, respectively.

Following the second extension, the Applicant submitted a permit modification request on July 7, 2021. The proposed modification included replacing approximately 520 linear feet of the existing seawall, removing the existing accessory docks, and constructing new accessory docks totaling 3,411 square feet. It also proposed reconstructing and expanding the existing boat ramp to four 15-by-90-foot lanes and installing a stormwater treatment system. The permit modification was approved on November 10, 2021; however, due to challenges arising from the pandemic, the authorized construction was not completed, and the permit expired on November 26, 2023.

In 2022, while attempting to modify its lease to meet the Gulf Coast Ecosystem Restoration Council funding requirements, it was discovered that FDOT lacked authority to lease the property because it does not hold fee simple ownership. The property is sovereignty submerged land and filled former submerged lands owned by the Board of Trustees. The FDOT-Manatee County lease remains in effect for administrative purposes until a lease is approved by the Board of Trustees.

Item 1, cont.

On November 15, 2024, a one-year Temporary Use Agreement (TUA) was issued for the existing structures and preempted areas. In accordance with the TUA, the Applicant submitted a new Environmental Resource Permit application on March 5, 2025, and the TUA was extended on November 7, 2025, to November 7, 2026.

Project Detail
The proposed project includes (1) repair and replacement of 580.4 linear feet of seawall, extending no more than 18-inches waterward of the existing seawall; (2) removal of the existing docking structure and the construction of a new 1,436 square foot docking structure; (3) replacement and expansion the existing boat ramp that will extend approximately 13 feet waterward; (4) installation of two fish cleaning stations; (5) improvements to road and parking infrastructure; and (6) the dredging of 17.19 cubic yards of material to expand the boat ramp.

The proposed project will take place within the Anna Maria Sound, a Class II waterbody, and will include a 10-year sovereignty submerged and formerly submerged land lease containing 244,274 square feet for a 1,436 square foot docking structure, with six temporary wet slips; boat ramp; and county park.

The proposed lease area also encompasses a public parking lot that serves the adjacent public boat ramp. The lot includes approximately 95,683 square feet of pervious surface and 85,642 square feet of impervious surface. Proposed improvements involve paving the entrances and access road, as well as installing crushed shell rock over the remaining portions of the lot. These enhancements will not impact the size of the parking area or the balance between pervious and impervious areas.

Dredging
The Applicant is proposing to dredge 17.19 cubic yards of sovereign material to expand the boat ramp from 2,933 square feet to 3,519 square feet. This will also recontour and grade the submerged bottom. The spoil material will be contained in sediment storage dumpsters and disposed of at a Class I landfill.

Resources
A benthic survey was conducted on June 16, 2025, and no submerged aquatic vegetation was identified within the proposed project area. Seagrass beds were observed to the northwest and northeast of the project area, encompassing 7,841 square feet. Avoidance and minimization have been demonstrated by excluding the seagrass beds from the proposed project area and utilizing floating turbidity curtains to prevent secondary impacts.

The proposed repair and replacement of the seawall will result in 64 square feet of direct impacts to mangroves. However, since the replacement seawall will not extend beyond 18 inches waterward from the previous seawall location, the activity is considered minimally adverse, thus no mitigation is required.

Noticing
The sovereignty submerged and formerly submerged lands lease request was noticed to 128 property owners, within a 500-foot radius of the project and other interested parties, pursuant to Rule 18-

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Item 1, cont.

21.004(1)(m), F.A.C. By the end of the comment period on July 17, 2025, one comment letter was received.

The letter raised concerns about potential tree and foliage removal within the upland buffer, as well as noise, privacy, health, and safety impacts. However, while the property owner raised these concerns, they also expressed that they have no objection to the project as proposed, noting that it does not include any westward expansion.

(Attachment 1)

RECOMMEND: APPROVAL, SUBJECT TO THE SPECIAL LEASE CONDITIONS

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Item 2A University of South Florida Lease Modification/ Determination/ Delegation

REQUEST: Consideration of (1) a determination that, pursuant to Rule 18-2.018(3)(a)1, F.A.C., extending the term for Board of Trustees Lease No. 2725 to the University of South Florida is in the public interest; (2) a request to extend Board of Trustees Lease No. 2725 to January 22, 2172; and (3) delegation of authority to the Secretary of the Department of Environmental Protection, or designee, to approve subleases under University leases and to approve University lease extensions.

VOTING REQUIREMENT FOR APPROVAL: Three votes

APPLICANT: University of South Florida
Lease No. 2725

COUNTY: Hillsborough

LOCATION: Sections 4, 8, and 9, Township 28 South, Range 19 East

STAFF REMARKS:
Background
The Board of Trustees acquired the subject property in 1971 from the State Board of Education. The University of South Florida (USF) currently leases property for its main University campus under Board of Trustees' Lease No. 2725 (lease). The 99-year lease term began on January 22, 1974, and is currently set to expire on January 22, 2073. Per paragraph eight of the lease, USF has the right to enter into any sublease after written notice and right of rejection by the Board of Trustees, so long as the sublease effectively carries out and furthers the mission of USF.

Project Detail
USF is proposing a public-private partnership (P3) to design, build, finance, own, and operate multiple assets, along with associated infrastructure and parking. The first phase of the proposed Fletcher District Project (Project) will transform approximately 27 acres of undeveloped land, formerly the site

Item 2A, cont.

of USF's golf course, into a mixed-use development where all members of the USF community, including students, employees, alumni, and local partners, can live, work, learn, and play.

The Project will include multiple asset types, such as undergraduate student housing; multi-family housing for faculty and staff, graduate students, the USF community, and the public; a hotel and conference center; retail and restaurant space to support active living within the district; a university-developed academic research building; as well as green and recreational spaces and the corresponding infrastructure.

Following the achievement of performance milestones for the Project, USF anticipates a second phase of development at a future date to be determined. This subsequent phase will include additional assets and facilities that complement the Project and align with USF's strategic priorities.

To implement and support the Project, 99-year subleases will be required for the hotel and retail components, covering the amortization period and lifespan of the improvements.

The USF Board of Trustees approved the proposed Project on September 9, 2025. The Florida Board of Governors of the State University System subsequently approved the Project on November 6, 2025, contingent upon the Board of Trustees' approval of the extension of USF's lease and related long-term subleases.

Public Interest
Pursuant to Rule 18-2.018(3)(a)1, F.A.C., an extended term lease is required to be in the public interest. As the proposed use of the property will expand academic research opportunities, support student and faculty housing, and further USF's mission, the Department recommends that the Board of Trustees determine that the lease extension and approval of long-term subleases are in the public interest.

Delegated Authority
Currently, nine other State Universities utilize long-term leases from the Board of Trustees, and similar P3 development agreements are expected to be pursued in the future. To streamline processes and increase efficiency, the requested delegated authority to the Secretary of the Department of Environmental Protection, or designee, would be as follows:

Extend University leases and approve future subleases in lieu of the right of rejection.

Comprehensive Plan
A local government comprehensive plan has been adopted for this area pursuant to section 163.3167, F.S. The Department has determined that the proposed action is not subject to the local planning process.

(Attachment 2A)

RECOMMEND: APPROVAL

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Item 2B **BOT/ Alachua County Release of Covenants, Conditions, and Restrictions/ Acceptance of Covenants, Conditions, and Restrictions**

REQUEST: Consideration of (1) a release of existing covenants, conditions, and restrictions from a 102.09-acre parcel known as the Waldo Road Parcel; (2) acceptance of new covenants, conditions, and restrictions regarding the future conveyance of the Waldo Road Parcel; and (3) acceptance of new covenants, conditions, and restrictions in favor of the Board of Trustees restricting use of a 36.73-acre parcel known as the Agriculture and Equestrian Center Parcel.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Alachua

APPLICANT: Alachua County

LOCATION: Section 13, Township 09 South, Range 20 East (Waldo Road Parcel)
Section 35, Township 09 South, Range 17 East (Agriculture and Equestrian Center)

CONSIDERATION: Parcel for parcel with a net positive benefit of $346,000 to the Board of Trustees

PARCEL	ACRES	APPRAISED BY Albright/Marshall (09/16/24)	APPROVED VALUE	CLOSING DATE
Waldo Road Parcel	102.09	$1,996,000	$1,996,000	150 days after BOT approval
Agriculture and Equestrian Center Parcel	36.73	$2,342,000	$2,342,000	

STAFF REMARKS: Alachua County (County) is requesting to release existing restrictions from the 102.09-acre Waldo Road Parcel and transferring those same restrictions onto the smaller but more valuable 36.73-acre Agriculture and Equestrian Center Parcel. The Agriculture and Equestrian Center Parcel has an appraised value that is $346,000 more than the Waldo Road Parcel. Additionally, a new restriction benefitting the Board of Trustees will be placed on the Waldo Road Parcel stating that the parcel will not be conveyed out of County ownership unless first offered to the Board of Trustees at no cost. The proposed restriction will also provide that a donation of all or part of the Waldo Road Parcel is at the sole discretion of the Board of Trustees.

Background
On June 20, 1972, the Board of Trustees conveyed a 102.09-acre parcel to the County under Board of Trustees' Deed No. 25315 (deed). The deed contained restrictions requiring the parcel to be used for a county agricultural center and county fairground and prohibited commercial use that was inconsistent with those purposes. A reverter in favor of the Board of Trustees was in place if these conditions were not met.

On May 1, 2007, the Board of Trustees approved a request from the County to release the original 102.09-acre parcel, described in the deed, from the restrictions and reverter and place similar

Item 2B, cont.

restrictions on the Waldo Road Parcel. On May 14, 2007, the County recorded a Declaration of Covenants, Conditions, and Restrictions on the Waldo Road Parcel, for the benefit of the Board of Trustees. The 2007 Declaration of Covenants, Conditions, and Restrictions expanded uses from a county agricultural center and county fairgrounds to allow, under certain circumstances, community-based or government-oriented uses, which could include emergency/disaster shelters, community meetings, trade shows, school-based education, youth activities, business and economic development, and cultural events. It also stipulated that if the County violated any of the restrictions, the County, at the sole option of Board of Trustees, shall convey all of its right, title, and interest in and to the parcel to the Board of Trustees for no consideration. This 2007 approval allowed the County to relocate its fairgrounds to the Waldo Road Parcel and redevelop the original 102.09-acre parcel for business and commercial use.

Project Details
The County has invested $18 million in acquiring and developing the 36.73-acre Agriculture and Equestrian Center Parcel, which it plans to use as the new location for its fairgrounds. This site features a state-of-the-art agricultural center and a full-service event venue designed to accommodate equestrian and agricultural activities, festivals, trade shows, animal exhibitions, banquets, and other community events, such as the Alachua County Youth Fair and Livestock Show, horse and goat shows, and the University of Florida Institute of Food and Agricultural Sciences Master Gardener Plant Sale.

The Agriculture and Equestrian Center Parcel complies with the restrictions outlined in the 2007 Declaration of Covenants, Conditions, and Restrictions. Accordingly, the County is requesting the release of the Waldo Road Parcel from these restrictions to permit its redevelopment for other purposes. In exchange, the County proposes to apply the same restrictions, including the clause requiring conveyance of the parcel to the Board of Trustees in the event of violation, to the Agriculture and Equestrian Center Parcel.

As further consideration for releasing the existing restrictions, the County will record a restrictive covenant in favor of the Board of Trustees on the Waldo Road Parcel. This covenant will require that, before any future convenance of all or any part of the parcel, the property must first be offered to the Board of Trustees as a donation, at no cost to the Board of Trustees.

Based on the following, Department staff recommends releasing the 2007 Declaration of Covenants, Conditions, and Restrictions and accepting new restrictions to be applied to both the Waldo Road Parcel and the Agriculture and Equestrian Center Parcel.

- Releasing the restrictions from the Waldo Road Parcel will serve as a catalyst for regional economic growth, directly advancing the County's economic development strategy focused on creating local jobs;
- The County has invested $18 million in acquiring and developing a more strategically located site for the fairgrounds, which now features a state-of-the-art agricultural center and a full-service event venue equipped to host equestrian and agricultural activities, festivals, trade shows, animal exhibitions, banquets, and other community events; and

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Item 2B, cont.

- Applying a Declaration of Covenants, Conditions, and Restrictions to both the Agriculture and Equestrian Center Parcel and the Waldo Road Parcel will ensure the long-term protection of the State's interest in promoting agricultural and educational facilities at a fully operating location.

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

(Attachment 2B)

RECOMMEND: APPROVAL

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Item 3 Evergreen TimberCo FL LLC Option Agreement/ Conservation Easement/ Coastal Headwaters Longleaf Forest Florida Forever Project

REQUEST: Consideration of an option agreement to acquire a conservation easement over approximately 7,437 acres within the Coastal Headwaters Longleaf Forest Florida Forever project from Evergreen TimberCo FL LLC.

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

COUNTY: Escambia

LOCATION: Sections 22, 23, 25 through 27, and 34 through 36, Township 04 North, Range 32 West, Sections 01, 02, and 12, Township 03 North, Range 32 West, Sections 02, 05 through 09, and 16 through 21, Township 03 North, Range 31 West

CONSIDERATION: $12,025,000

		APPRAISED BY			SELLER'S	TRUSTEES'	
		Carlton	Griffith	APPROVED	PURCHASE	PURCHASE	OPTION
PARCEL	ACRES	(08/13/2025)	(08/13/2025)	VALUE	PRICE	PRICE	DATE
Evergreen TimberCo FL LLC	7,437	$12,270,350	$11,154,000	$12,270,350	$18,128,200*	$12,025,000** (98%)	180 days after BOT Approval

* RMS Timberlands LLC purchased 2.8 million acres, including the subject property, on November 3, 2006. On December 15, 2020, the subject property was conveyed to Evergreen TimberCo FL LLC due to an internal entity restructuring.
**$1,617 per acre.

STAFF REMARKS: The subject property is located within the Coastal Headwaters Longleaf Forest Florida Forever project, ranked number three in the Less-Than-Fee project category, approved by the

Item 3, cont.

Board of Trustees on March 5, 2025. The project contains 100,383 acres, of which 18,299 acres have been acquired or are under agreement to be acquired.

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

Property Description
The 7,437-acre subject property is located in western Escambia County, approximately 21 miles northwest of Pensacola and 1.6 miles west of the Escambia River. The property is situated in a hydrologically unique position at the confluence of the Perdido River Watershed and the Escambia River Watershed and is bisected by the sovereign waters of Pine Barren Creek and Blue Water Creek, both of which flow directly into the Escambia River.

This project represents the third phase of a planned strategy, with Phase I having closed in June 2025 and Phase II currently under contract. All three phases are conservation easement acquisitions.

Protecting the subject property will protect valuable water resources by restricting development on the property. Such protection ensures the property continues to play a vital role in cleaning and filtering surface waters, recharging the surficial aquifer, and serves as a critical buffer to the Escambia River and its floodplain forests that function as an essential wildlife corridor for numerous imperiled species, including the swallow-tailed kite, gopher tortoise, reticulated flatwoods salamander, and red-cockaded woodpecker. The project lies within a wildlife corridor of the Florida Ecological Greenways Network, as well as the Northwest Florida Sentinel Landscape.

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

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless provided for in this easement;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- The removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation, including but not limited to cypress trees, except as

Item 3, cont.

otherwise specifically provided in this easement;
- There shall be no planting of nuisance exotic or non-native plants;
- Commercial or industrial activities will be prohibited, except as may be incidental to the exercise of grantor's reserved rights, as specifically provided for in Article V;
- New construction or placing of temporary or permanent structures or buildings on the property will be prohibited except as may be necessary by Grantor for maintenance or normal operation of the subject property or emergency situations;
- Construction of new roads or jeep trails will be prohibited, unless reserved for agricultural use as depicted in the Baseline Documentation Report (BDR);
- No operation of motorized vehicles except on established trails and roads unless necessary to protect or enhance the conservation values of the easement; for emergency purposes; for agriculture and silviculture purposes, and to retrieve game hunted legally;
- Current agricultural uses shall not be converted to more intense agricultural uses, and natural areas shall remain natural areas;
- Spring recharge areas must use best management practices for fertilizer use, as established by the Florida Department of Agriculture and Consumer Services, and agricultural activities within 100 feet of sinkholes, springs, and other karst features are prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species is prohibited;
- Subdivision of the property is prohibited, except as provided in the easement;
- Signs, billboards, or outdoor advertising are prohibited except signs designating the property as conservation lands protected by the State of Florida;
- No commercial water wells; and
- There shall be no mitigation banks established on the property.

Owner's Rights Retained
The proposed conservation easement will allow the owner to retain certain rights. The summary of owner's rights includes, but is not limited to, the following:
- The right to observe, maintain, photograph, introduce and stock native fish or wildlife; to use the property for non-commercial passive research-based recreation not inconsistent with the purpose of the easement. Grantor shall continue to own hunting and fishing rights;
- The right to conduct controlled and prescribed burns with proper authorization;
- The right to mortgage the property;
- The right to contest taxes;
- The right to continue to use, maintain, repair, and reconstruct, but not relocate or enlarge, all existing buildings as depicted on the BDR;
- The right to continue existing agricultural and silvicultural practices as depicted in the BDR and the use of commonly accepted fertilizers, pesticides, and herbicides using agricultural best management practices;
- The right to host relocated endangered, threatened, or species of special concern that are native to Florida;
- The right to maintain or restore the existing habitat communities per the BDR;
- The right to use the property for applied research, including restoration research, specific to

Item 3, cont.

the integration of a sustainable working forest and ecosystem;

- The right to divide the property into six parcels allowed in the easement, each parcel shall be no less than 1,000 acres;
- The right to construct six new residential structures on the property, each limited to 5,000 square feet along with two related outbuildings limited to 2,000 square feet each. The new residential and outbuilding impacts shall each be limited to 2.5 contiguous acres and shall be located at least 150 feet from any wetlands area as identified in the BDR;
- The right to maintain existing food plots for game as depicted in the BDR. Areas retained for food plots shall not exceed 1 percent of the property as depicted in the BDR;
- The right to retain loading decks created during silvicultural operations for use as food plots;
- The right to maintain existing hunting camps as depicted in the BDR, and to construct or permit the construction of new camps in accordance with this easement. The hunting camp areas shall be maintained in a safe and sanitary manner and may only have non-permanent structures installed and maintained to provide primitive campsites for temporary overnight use;
- The right in the silvicultural or agricultural areas as depicted in the BDR to construct additional silvicultural or agricultural structures such as equipment barns, sheds, and logging decks, so long as such structures do not significantly impair the conservation values of the property and
- do not exceed 10,000 cumulative square feet;
- The right to engage in silviculture in those areas depicted in the BDR as silvicultural, agricultural, or as planted pine; and
- The right to participate in programs or projects that benefit from, enhance, and/or manage environmental attributes or permissible forestry or agricultural uses of the subject property and which may also be of economic benefit to the Grantor.

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

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

Monitoring Agency
The subject property will be monitored by the Department's Office of Environmental Services, who currently monitors 203 conservation easements protecting 373,996 acres.

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

(Attachment 3)

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Item 3, cont.

RECOMMEND: APPROVAL

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Item 4 **Barron Collier Partnership, LLLP Option Agreements/ Conservation Easements/ Caloosahatchee Big Cypress Corridor/ Delegation**

REQUEST: Consideration of delegation of authority to the Secretary of the Department of Environmental Protection, or designee, to amend, approve, and execute option agreements for conservation easements between the Board of Trustees and Barron Collier Partnership, LLLP for up to approximately 10,996 acres within the Caloosahatchee Big Cypress Corridor subject to appraisal and not to exceed the approved value.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTIES: Collier and Hendry

LOCATION: Sections 01, 12 through 14, 19, 23, and 24, Township 49 South, Range 28 East, Sections 04 through 09 and 16 through 18, Township 49 South, Range 29 East, Section 36, Township 46 South, Range 30 East, Sections 31 and 32, Township 47 South, Range 31 East, Sections 04, 05, 08 through 12, and 15, Township 47 South, Range 31 East, Sections 01, 05, and 06, Township 47 South, Range 31 East

STAFF REMARKS: The subject property is located within the Caloosahatchee Big Cypress Corridor, which was established by Section 174, Chapter 2025-198, Laws of Florida. This authorizes the Department to acquire land within this corridor that also lies within the Florida Wildlife Corridor. As defined in the Laws of Florida, the corridor contains approximately 75,000 acres, of which 53,221 acres have been acquired or are under agreement to be acquired.

Property Description
The subject property consists of four tracts totaling 10,996 acres within the Caloosahatchee Big Cypress Corridor located in Collier and Hendry counties. The property helps to build connectivity between the Florida Panther National Wildlife Refuge and Big Cypress National Preserve to Dinner Island Wildlife Management Area. The Catherine Island property to the south encompasses 5,024 acres, while the three northern parcels comprising the Okaloacoochee Slough property total 5,972 acres. Both properties lie partially within the Big Cypress Area of Critical State Concern.

Protection of these critical habitats and agricultural lands provides foraging areas and dispersal routes for a wide range of imperiled species; most notably the Florida panther, and also a wide range of native birds including roseate spoonbills, Florida sandhill cranes, wood storks, limpkins, snail kites, and crested caracara. Conservation of these lands also protects the integrity and functionality of agricultural activities threatened by development. In addition, the property is within a Primary Zone of habitat for the federally endangered Florida panther and lies within a wildlife corridor of the Florida Ecological Greenways Network.

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Item 4, cont.

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

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

Managing Agency
The subject property will be monitored by the Department's Office of Environmental Services, who currently monitors 203 conservation easements protecting 373,996 acres.

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

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

> *Amend, approve, and execute option agreements for conservation easements between the Board of Trustees of the Internal Improvement Trust Fund and Barron Collier Partnership, LLLP, subject to appraisal and not to exceed approved value.*

(Attachment 4)

RECOMMEND: APPROVAL

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Item 5A Aquaculture Lease Modification in Manatee County

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

VOTING REQUIREMENT FOR APPROVAL: Three votes

LOCATION: Manatee River, Manatee County, Florida

APPLICANT: Oyster River Ecology, Inc.

Item 5A, cont.

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

STAFF REMARKS: The Applicant is requesting consideration by the Board of Trustees to allow use of the full water column for a management agreement lease parcel in Manatee County, pursuant to section 253.68(1), F.S. The leased parcel was approved for shellfish aquaculture restoration on the bottom by the Board of Trustees on December 19, 2023.
The proposed management agreement modification and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs, or other sensitive habitats. The aquaculture management agreement modification is for use of the water column. All other existing management agreement conditions will remain unchanged. The Applicant is a current holder of an Aquaculture Certificate of Registration and in compliance with all Department of Agriculture and Consumer Services' (FDACS) Aquaculture Best Management Practices. The proposed management agreement will be subject to the terms and conditions applied to other aquaculture management agreements issued throughout the state.

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

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

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

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

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Item 5A, cont.

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

(Attachment 5A)

RECOMMEND: APPROVAL

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Item 5B Aquaculture Leases in St. Johns County

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

VOTING REQUIREMENT FOR APPROVAL: Three votes

LOCATION: Tolomato and Guana Rivers, St. Johns County, Florida.

APPLICANTS: Alexander Dilibero
David Wandel
New World Oyster, LLC

CONSIDERATION: An annual fee of $43.46 for the one-acre parcel, $86.92 for the two-acre parcel, and $173.84 for the four-acre water column parcel, representing a base annual rental fee of $33.46 per acre, or fraction thereof; and an annual surcharge of $10.00 per acre, or fraction thereof, pursuant to Rule 18-21.022, F.A.C. The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

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

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

The proposed leases are located in the Guana River Marsh Aquatic Preserve and the Guana Tolomato Matanzas National Estuarine Research Reserve. FDACS has reviewed the applications for completeness and determined that the proposed leases and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs, or other sensitive habitats.

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Item 5B, cont.

Agency Review
FDACS has conducted resource assessments and determined that the proposed leases and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs, or other sensitive habitats. The proposed leases are located in Guana River Marsh Aquatic Preserve and the Guana Tolomato Matanzas National Estuarine Research Reserve. FDACS has coordinated review and comments of the proposed leases with the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Florida Department of State's Division of Historical Resources, and the St. Johns County Board of County Commissioners, pursuant to Rule 18-21.021, F.A.C.

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

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

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

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

(Attachment 5B)

RECOMMEND: APPROVAL

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Item 6A **Siboney Ranch, LLC Option Agreement/ Siboney Ranch/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 1,059.75 acres within the Siboney Ranch project of the Florida Department of Agriculture and Consumer Services' (FDACS) Rural and Family Lands Protection Program (RFLPP) from Siboney Ranch, LLC, a Florida limited liability company; and (2) designation of FDACS/ RFLPP as the monitoring agency.

Item 6A, cont.

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

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

COUNTY: Okeechobee

LOCATION: Portions of Sections 29 and 30, Township 34 South, Range 36 East

CONSIDERATION: $9,850,000 ($1,000,000 or 10 percent of the acquisition cost will be provided through the U.S. Air Force (USAF) Readiness and Environmental Protection Integration (REPI) program for the Avon Park Air Force Range (APAFR), Sentinel Landscape Program, with third party enforcement rights over the easement. If approved, this will reduce the Board of Trustees' acquisition cost to 90 percent or $8,850,000.

		APPRAISED BY			SELLER'S	TRUSTEES'	
		String	Jones	APPROVED	PURCHASE	PURCHASE	OPTION
PARCEL	ACRES	(09/24/2025)	(09/24/2025)	VALUE	PRICE	PRICE	DATE
Siboney Ranch, LLC	1,059.75	$9,850,000	$9,200,000	$9,850,000*	$3,486,000**	$9,850,000** (100%)	120 days after BOT Approval

*Fee value was determined to be $18,000,000 and $16,850,000.
**Property was purchased September 8, 2003.
*** The total purchase price for the rural lands protection easement is $9,295 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2024 approved list. If approved, this project will bring the RFLPP total acreage to approximately 224,000 acres and will complete the project acquisition.

Project Description
This property is a 1,162-acre cow/calf operation. The proposed easement is over 1,059.75 acres. The remainder was cut out by the owner as it is where the ranch improvements are located. Most of the western two-thirds of this rectangular site are converted to improved pasture, while the eastern third remains naturally forested. The property is located northeast of Okeechobee, Florida and about 2.5 miles southeast of Fort Drum, Florida. The project site is enrolled in the FDACS Best Management Practices (BMP) program. It is entirely located within the Florida Wildlife Corridor.

Property Description
The property has been family-owned since 2003. The property is mainly used as a cow/calf operation. Located on the west side of the subject property is Pine Creek Sporting Club, a 2,400-acre development, which is a private, members only sporting community of high-end luxury cabins and ranchettes focused on outdoor experiences that consist of hunting, shooting sports, equestrian, and nature. Located on the east side of the subject property is Quail Creek Sporting Ranch, a 4,000-acre ranch referenced as a "premier outdoor shooting destination" offering public and private outdoor sporting activities.

Item 6A, cont.

Partnership Agreement
RFLPP is partnering with the USAF, REPI program through APAFR. If approved the USAF will provide 10 percent or $1,000,000 of the final purchase price. The USAF will have third party enforcement rights over the easement.

Prohibited Uses

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

Item 6A, cont.

- No operations of any type shall be permitted that produce smoke, glare, or other visual hazards, or that encourage large concentrations of birds that may be dangerous for aircraft operating from the Installation, except as expressly allowed in Article VI, Paragraph D (REPI).
- No structure or tree may exceed 80 feet above ground level. Grantee shall have the rights, but not the duty to cut and remove any tree which exceeds such height. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such tree shall inure to the benefit of Grantee (REPI).
- No lighting shall be permitted that may be dangerous, distracting, or misleading to aircraft operating from the Installation. This type of lighting includes, but is not limited to, strobe lights, non-emergency vehicle rotating beacons, or light sources above 16,000 lumens. Light sources above 16,000 lumens must be angled 15 degrees below the horizon (REPI).

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated an SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs. Grantor may pave the main access road, no wider than 20 feet, as depicted in the Easement;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;

Item 6A, cont.

- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, and horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights, and Grantor may lease and sell such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to build three residential building envelopes, up to 25,000 square feet of impervious surface for each. Each building envelope will not exceed three contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope. Any such development may not be constructed within an SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not reduce the agriculture production are by more than 10 percent of the total agricultural production area listed on the BDR.

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

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

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Item 6A, cont.

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

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

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

(Attachment 6A)

RECOMMEND: APPROVAL

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Item 6B Housetop 12, Limited Partnership Option Agreement/ Tilton Family Farm/ FDACS/ Rural and Family Lands Protection Program

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 2,060.52 acres within the Tilton Family Farm project of the Florida Department of Agriculture and Consumer Services' (FDACS) Rural and Family Lands Protection Program (RFLPP) from Housetop 12 Limited Partnership, a Florida limited partnership; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Putnam

LOCATION: Portions of Section 36, Township 10 South, Range 27 East; Portions of Sections 01, 02, 11 and 12, Township 11 South, Range 27 East; all in Putnam County

Item 6B, cont.

CONSIDERATION: $5,564,000

PARCEL	ACRES	APPRAISED BY Carlton (10/01/2025)	Marr (10/01/2025)	APPROVED VALUE	SELLER'S PURCHASE PRICE	TRUSTEES' PURCHASE PRICE	OPTION DATE
Housetop 12 Limited Partnership	2,060.52	$5,564,000	$5,150,000	$5,564,000*	$**	$5,564,000*** (100%)	120 days after BOT Approval

*Fee value was determined to be $10,097,000 and $9,865,000.
**Property was acquired March 29, 1973.
*** The total purchase price for the rural lands protection easement is $2,700 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2024 approved list. If approved, this project will bring the RFLPP total acreage to approximately 224,000 acres and will complete the project acquisition.

Project Description
This project is a 2,406-acre farm. The proposed easement is over 2,060.52 acres. The farm is a cow/calf operation with some timber stands and a small row crop area of pumpkins and cold crops. The Tilton Family Farm is located on the east side of State Road 100, north of Crescent Lake and east of Dunns Creek Conservation Area and Dunns Creek State Park. The project site is enrolled in the FDACS Best Management Practices (BMP) program. It is entirely located within the Florida Wildlife Corridor.

Property Description
The property has been family-owned since 1973. The property is used as a cow/calf operation, and has planted pine and natural timber stands, along with 70 acres of row crops. The cow/calf operation breeds a Brahman/English cross with an Angus bull. Tilton Family Farm harvests and sells honey and fresh produce from their farm to the public and provides fresh produce to food desert areas.

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

Item 6B, cont.

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

Owner's Reserved Rights

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

Item 6B, cont.

- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, and horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights, and Grantor may lease and sell such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to build three residential building envelopes, up to 10,000 square feet of impervious surface for each. Each building envelope will not exceed five contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope. Any such development may not be constructed within an SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary

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Item 6B, cont.

to the terms of this Easement. Any such ecosystem services shall not reduce the agriculture production are by more than 10 percent of the total agricultural production area listed on the BDR.

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

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

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

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

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

(Attachment 6B)

RECOMMEND: APPROVAL

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