

## RFLPP 2025 Ranking List

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RFLPP-00068-2023	Tumlin Terwillegar	4
RFLPP-00205-2023	D&D Ranch	5
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RFLPP-00144-2023	Coldwater Tract	419
RFLPP-00403-2025	Walter Property	420

## RFLPP 2025 Ranking List

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



**Florida Department of Agriculture  
and Consumer Services  
2023 Project Evaluation Report**

**Tilton Family Farm  
Putnam County & Flagler County, Florida**

**(Project Submitted for 2016 Cycle)**



**Rural & Family Lands Protection Program**  
*“Protecting Florida’s Agricultural Lands into the Future”*

# RFLPP Application

RFLPP-00229-2023

10/18/2023 9:00:02 PM

## Property Information

Case Number	Property Name	Section	County
RFLPP-00229-2023	Tilton Family Farm	1	Putnam

## Address

Street Address of Property	City	State	Zip
511 East End Rd	San Mateo		32187

## Owner(s) Record of Property

Owner Name	Registered Agent
John and Shirley Tilton	None

Owner/Agent Address	Phone	Email
[REDACTED]	[REDACTED]	[REDACTED]

## Estimated Total Land Area

Total Area	Uplands	Wetlands	Timber	
	2403	1898	505	1776
Ranch	Other Agricultural	Natural Area		
	480	70	134	

## Additional Property Information

### Agricultural Activities

According to John J. Tilton, Jr. (J.J.), approximately 480 acres of the property are in improved pasture and grass roads (cattle also graze on the roadways), 70 acres are in cultivation, 560 acres are in planted pine, 1216 acres are natural stand timber and cut-over natural stands, and 134 acres are wetlands and natural areas.

The Tiltons have a 165-head cow-calf operation, and breed a Brahman/English cross, and sometimes breed an Angus bull. The pastures are mainly bahia, with some Bermuda. Parts of the pastures are fertilized about once per year, usually in the spring. The pine plantations are not fertilized.

Pumpkins and cold-crops are raised in the cultivation area. The Tiltons sell their honey and local produce directly to the public at their barn. They plan to grow and sell produce this fall from their own fields, and are considering doing mobile produce markets during the week, perhaps in food desert areas.

### Outparcels

None

### Encumbrances

### Best Management

Cattle

### BMP Agreement

Yes

### Species Habitat

## **RFLPP Application**

The Tilton Family Farm is just north of Crescent Lake and almost contiguous with the Dunns Creek Conservation Area/Dunns Creek State Park to the west. According to the Cooperative Land Cover Map (<http://fnai.org/gisdata.cfm>), the Tilton's 2400 acres is about 60% tree plantation, about 10% improved pasture, and about 20% natural communities including mixed scrub-shrub wetland, mixed wetland forested, mixed hardwood-coniferous, and mesic flatwoods. A small amount of scrub, cypress, hydric pine flatwoods, and marshes are present. The Tilton Family Farm forms an important buffer for the resources of Dunns Creek Conservation Area and Dunns Creek State Park. According to the FNAI data base, "Dunns Creek forms the eastern boundary of this park before it joins the St. Johns River to the south [north]. In addition to a vast floodplain swamp that borders the creek, 17 other natural communities occur on the site including excellent examples of baygall, bottomland forest, bog, blackwater stream, depression marsh, mesic flatwoods, prairie lake, sandhill, scrubby flatwoods, seepage wetlands, seepage stream, slope forest, upland mixed forest, wet flatwoods, and xeric hammock."

(<http://fnai.org/webmaps/ConLandsMap/>) Regarding the Dunns Creek Conservation Area, "The majority of the area is floodplain swamp and hydric hammock, which protects about five miles of shoreline on Dunns Creek. Pine flatwoods and upland mixed forests with small strand swamps and dome swamps are interspersed. The swamp and upland communities support a variety of animals, including numerous salamander species, toads, frogs, snakes, alligators, bobcats, raccoons, white-tailed deer and gray fox. Birds typically present include migratory and resident species such as yellow-crowned night herons, wood ducks, swallow-tailed kites, red-shouldered hawks, barred owls, woodpeckers and warblers." (<http://www.sjrwmd.com/recreationguide/dunns creek/>)

The Tilton property likely supports many of the same species found on Dunns Creeks Conservation Area and State Park. The Tiltons report typical wildlife species on the property, including rabbits, white-tailed deer, bobcats, opossum, skunks, hawks, buzzards, snakes and non-native species including armadillo, coyote, and hogs. The Tiltons also report Florida black bear on their land. About half of the Tilton Family Farm is in the primary range for the Ocala/St. Johns subpopulation of Florida black bear in the Central Bear Management Unit, one of seven in the state. Primary range is defined as areas where bear densities are higher and there is evidence of female reproduction (<http://myfwc.com/wildlifehabitats/managed/bear/bmu/central/>). This is the only Bear Management Unit in Florida with a subpopulation estimated at 1,000 or more bears. Bears require large areas, and the FWC bear management plan calls for increased connectivity between bear habitat areas to promote greater genetic exchange (Florida Fish and Wildlife Conservation Commission. 2012. Florida black bear management plan. Florida Fish and Wildlife Conservation Commission, Tallahassee, Florida, 215 p).

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

The Tilton Family Farm is just east of Dunns Creek Conservation Area and Dunns Creek State Park. Dunns Creek flows into the St. Johns River, about two and a half miles from the Tilton land. In addition to providing a buffer to these conservation lands and waters, about one-fifth of the Tilton property is recognized in the National Wetlands Inventory. According to the Inventory, the Tiltons have about 493 acres of freshwater forested/shrub wetland that are scattered throughout the property, and twelve acres of freshwater emergent wetland. It is an area of low recharge. The Tiltons report 1216 acres are natural stand timber and cut-over natural stands. These lands serve to protect water quality and natural floodplain.

Regarding the Dunns Creek Conservation Area, "The large floodplain areas along Dunns Creek provide water storage. The adjacent transitional and upland communities serve to buffer the aquatic systems from adverse impacts. The district bought this property in 1992 with Preservation 2000 funding to protect water resources and provide upland buffering of Dunns Creek, a tributary to the St. Johns River. The majority of the area is floodplain swamp and hydric hammock, which protects about five miles of shoreline on Dunns Creek."

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

## **RFLPP Application**

The St. Johns County border is only two miles away, and Flagler Estates a mere six miles from the Tiltons. Although a Wal-Mart warehouse facility planned for near the Tilton land faded with the onset of the Great Recession, development pressure is building once again. According to the U.S. Census Bureau, St. Johns County is the second-fastest growing county in Florida, and 15th fastest growing in the U.S. From July 2014 to July 2015, the county's population grew by 3.9%.

The City of Bunnell, about 20 miles southeast of the Tilton property, has annexed more than 87,000 acres over the last few years, making it the second largest city by land mass in Florida. Bunnell is "eager and ready to work with developers to address any developmental needs", according to the city's web site. ( <http://www.bunnellcity.us/city-manager.aspx>)

Flagler Estates is a 10,000-acre subdivision established circa 1970 in a rural setting. Average lot size is about 1-1/4 acre and the subdivision is in St. Johns and Flagler Counties. The 1,939 lots in Flagler County are undeveloped. Approximately 1,500 families reside on the 5,449 lots in St. Johns County. These lots are on wells and septic tanks.

### **Natural Resources**

West of Old Brick Road is the 3,000-acre Brick Road Mitigation Bank. This state and federally approved mitigation land is immediately west of the DRIs. In addition, a Tier 1 Rural and Family Lands project is just to the west of the mitigation bank. Less than a mile north of the Tilton Family Farm is an 835-acre Wetland Reserve easement. And the Rural and Family Lands Program has several easements to the north and northeast of the Wetland Reserve easement.

### **Interest Statement**

The main benefit his family hopes to realize from the granting of an easement is that it will help ensure that the land will stay in agriculture and in his family.

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

The Tilton family wishes to sell development rights through the easement and to retain all other rights. The Tiltons are particularly interested in retaining the right to engage in various types of agriculture and agritourism in order to retain their flexibility to respond to changing agricultural markets. The Tiltons do not intend to subdivide the property. They may wish to cut out some areas for homesteads.

# Rural and Family Lands Protection Program

## Project Summary

**Project Name:** Hastings Historic Farms – Tilton Family Farm

**Owners:** John J. Tilton and Shirley K. Tilton – Housetop 12 Limited Partnership

**Counties:** Putnam & Flagler

**Total Land Area:** 2,403 Acres

Agricultural Land Use	Acres	Agricultural Land Use	Acres		Acres	Natural Wetlands	Acres
1. Improved Pasture	480	5. Row Crops * currently fallow	30*	8. Natural Forest (Upland)	923	10. Natural Forest (wetland)	350
2. Native Pasture	0	6. Citrus	0	9. Planted Timber	560	11. Marsh, Wet Prairie, Open Water	60
3. Hay / Silage	0	7. Other (List)	0				
4. Sod	0			<b>Total Upland (1-9)</b>	<b>1,993</b>	<b>Total Wetland (10-11)</b>	<b>410</b>

**Agricultural Uses:**

- Cow/Calf
- Forestry
- Honey
- Hunting Lease

**Property/Ag Operation Description:**

On Tilton Family Farm, the property has been in the family for generations. A cow/calf, timber, and row crop operation, 20% of the property is improved pasture and grass roads and over 70% is in planted pine or natural stand timber and cut-over natural stands. Pumpkins, cold-crops, and honey are produced on the property. Multiple conservations lands are in close proximity to the property, including Dunns Creek State Park. Seventeen natural communities are found on the property and the owners report the presence of an extensive number of game and listed species.

## Public Purposes - as Determined by the DACS Site Visit Technical Team

### Does the Project Comply with RFLPP Goals and Objectives:

- Protects the integrity and function of working landscapes
- Ensures opportunities for viable agricultural activities on working lands threatened by conversion to other uses

**Score**  
(None, Low, Moderate, High)

Moderate  
Low

### Does the Property Meet Any Public Purposes:

- Perpetuates open space on working lands that contain significant natural areas: High
- Protects, restores or enhances water bodies, aquifer recharge areas including upland and springsheds, wetlands, or watersheds: Moderate
- Promotes a more complete pattern of protection, including buffers to natural areas, ecological greenways, functioning ecosystems and military installations: Moderate
- Promotes the restoration, enhancement or management of species habitat: Moderate

**Score**  
(None, Low, Moderate, High)

### **Agricultural / Forestry Legacy** (Land and/or Landowner)

While the Tiltons trace its roots in the region to ancestors moving to St. Augustine area in 1594 and are credited with being some of the first settlers in San Mateo, J J Tilton's grandfather, William (b. 1882) acquired the current property in 1942. They farmed cabbage, potatoes and corn, raised cattle and operated a large turpentine/naval store operation. The Tiltons also became active in the forestry business, planting some of the first pine plantations in the area. J J Tilton later became very active raising bees, off-site pollination services, and producing honey. Today, they also have a fertilizer spreading business and perform other custom agricultural work in the area. He and his wife, Ann, have raised ten (10) children who are all active in some manner in the current farm operation.

### **Historical Values** (Structures/Sites)

While the Division of Historical Resources does not list any FMSF sites on the farm presently, there is a portion of a 20-mile logging railroad connecting Espanola with Dunns Creek that crosses the property east to west. The tram was built by the Wilson Cypress Company (Palatka, FL) in 1915 and may be eligible for FMSF listing a linear historic resource group. There are also numerous artifacts onsite from the Tilton's long history in the turpentine industry.

### **DACS (site visit) – Agricultural/Forestry Legacy / Historical Values:**

- Benefits related to agricultural/forestry legacy, historical structures, etc.

**Score**  
(None, Low, Moderate, High)

High

## Description of Agricultural/Forestry Uses from DACS Technical Team Site Visit

### Forestry Operations

Pre-Merchantable planted pine consists of 362 + acres of slash. Merchantable planted pine consists of 198 + acres of slash. There are 382 acres of cutover, plantable stands to remain in timber production. There are 541 acres of natural timber managed for timber resources.

Majority of the 198-acre 2000 planting (900 stems/ac) of slash pine has been or will be 4<sup>th</sup>-row thinned by the end of this year. The 122-acre 2002 plantation (726 stems/ac) is under contract to be 4<sup>th</sup> row thinned this year. The remaining 236 acres of pre-merchantable slash pine (726 stems/ac) is growing well with no issues observed. Access appeared good to all stands. Site quality was moderately high. Stocking was generally ideal. Timber is being sold through Bill Player at Alford Timber.

There is a considerable amount of natural timber, largely slash pine but with an occasional longleaf pine. This natural timber was mostly younger in age with low to moderate stocking densities. Some areas had sufficient volumes for a pulpwood timber harvest. A sizeable acreage of flatwoods and wetland timber has been cutover in past years and lacks adequate regeneration. Overall the natural stands looked good but would benefit from more frequent prescribed burning and pine reforestation where stocking is less than desirable.

Forestry operations during the last 3 years include a 2013 thinning of 180 acres of planted slash pine using a 4<sup>th</sup> row harvest. Logging execution looked good. The landowner reports on earlier wetland harvests they used mats in ponds, left strips of seed trees, and did not skid logs across streams or basins. Past slash pine reforestation efforts looked good with great seedling survival. The landowner reported using roller-chopping, double bedding, and machine planting.

	<u>Score</u>
	(None, Low, Moderate, High)
<b>DACS Staff Assessment (site visit) – Silviculture/Forestry</b>	
• Silvicultural BMP's followed during forestry operations (Yes/No)	Yes
• Quality of forestry/ silvicultural operations	Moderate
• Suitability of the project's land for long-term forestry / silvicultural use	High

### Cow / Calf - Livestock Operations

Tilton Ranch produces and markets purebred Brahman breeding stock as well as crossbred beef cattle from their commercial cow/calf operation. The ranch uses crossbreeding with Angus, Brangus, Brahman, Hereford and Charolais. The current herd includes approximately 164 head of adult cattle. The ranch houses four horses for working cattle, two sheep, and three mini donkeys used for protection from coyotes.

The ranch uses a 120-day breeding season. Bulls are put with cows in April and removed in August. Calving season is January to April each year. The ranch uses multiple family brands (17) that are registered with the State and plastic individual identification tags. The calves are vaccinated each year. During the winter, the ranch uses 32% protein liquid feed, hay and range cubes. Cull potatoes are fed during potato harvest season.

There are 480 acres of improved pasture and 1,240 acres of native range. The stocking rates are adequate for the size of the operation. No rotational grazing is done. Cattle free range so pastures are not overgrazed. The improved pastures have been fertilized in the past but not on a regular schedule.

There is very little interior fencing but perimeter fencing and gates are all in good shape. Where they exist, the interior fences show evidence of deferred maintenance but are adequate. The cattle working pens on the property show evidence of deferred maintenance but are adequate. Most farm buildings and structures were located off of the RFLPP project property.

	<u>Score</u>
	(None, Low, Moderate, High)
<b>DACS Staff Assessment (site visit) - Cow / Calf Operations</b>	

- Beef quality assurance guidelines implemented (Yes/No) Yes
- Quality of cow-calf / livestock operations Moderate
- Suitability for long-term ranch / cow-calf /or other livestock use Moderate

**Farming Operations / Other Agricultural Uses**

There are approximately 30 acres of cropland that has been idle since 2012. The Tilton’s plan to grow winter vegetables (broccoli, cauliflower, greens, and squash) later in the year and market them at a roadside stand.

The Tilton’s have over 100 hives and produce gallberry, palmetto and citrus honey. Production this past year totaled approximately 6,300 pounds. The honey is sold to a local distributor and direct sales to locals, as well.

**Overall DACS Agricultural/Forestry Production / Marketing Observations**

The Tilton’s run a clean cattle operation and appear to be implementing BMPs for cattle operations. The Tilton’s explain their approach to being productive as staying on top of chores both on farm and in office, keeping a close eye on everything, and not being afraid to try something new.

The Tilton’s used to market their honey nationwide but costs and market conditions warrant better results by marketing locally. The cattle are sold at various markets and to a lesser degree to local buyers, as well.

**Score**

**DACS Assessment (site visit) Overall Ag/Forestry Production & Marketing: (None, Low, Moderate, High)**

- Participation DACS Agricultural/Silviculture BMP Program (Yes/In Process/No) Yes
- Given BMP compliance, etc. quality of agricultural/forestry production Moderate
- Given marketing and overall business approach, suitability of project for long-term agricultural/forestry use Moderate

**Property Management & Other Activities**

**Wildfire History / Prescribed Fire Regime:** The landowner reports a 110-acre wildfire in 1998 (which was subsequently replanted); a 7-acre wildfire in 2010; and a 2-acre wildfire in 2015. The Tilton’s have not burned any of the wood in the last few years due to dry weather and ground conditions. They have been however very diligent in maintaining disked firelines around all of their planted pines stands in preparation for burning and to reduce wildfire risk. Pastures aren’t routinely burned at this point. Any burning is usually accomplished in winter months.

**Presence of Non-Native Invasive Species:** Some tropical soda apple was observed and is being treated with success with a series of herbicide applications.

**Recreational Use / Hunting:** Only Family hunt the Putnam County portion of the project with a focus on deer, hogs and quail. In 2014, they began a farm market/agri-tourism business with a haunted barn in October, fall fun on the farm events in November, and a Christmas light hayride in December. The property also provides opportunities for weddings, family gatherings, parties, and tours/demonstrations for schoolchildren. The small Flagler County parcels are leased annually for hunting to the Roy Road Hunting Club. There is a small ¼ -acre pond, but for family/community recreation fishing use only.

**Agricultural/Forestry Government Program Participation:**

<u>DACS BMP Notice of Intent (Program Title)</u>	<u>NOI Date</u>	<u>Acres</u>
12951 Cow/Calf	11/04/2013	700

**Government Assistance/Grants (Last 3 years):** N/A

**Ranch/Farm/Forest Management Plans:** N/A

## Natural Resources – Habitat, Plants, and Wildlife

### Florida Natural Areas Inventory (FNAI) Observations (2017 Update):

The Tilton Family Farm proposal includes 2,403 acres (per application; 2,372.26 as determined in GIS) in eastern Putnam and northwestern Flagler counties. The largest of three disjunct tracts lies in Putnam County between SR-100 on the west and the St. Johns County line on the east. Two much smaller tracts in Flagler County lie 2.3 miles to the northeast and 3 miles to the southeast.

The application categorizes 1,898 acres as uplands, and 505 acres as wetlands (but this includes forested and perhaps timbered stands). Principal land cover on these sites probably was mesic/wet flatwoods with interspersed depressional wetlands (depression marsh, dome and basin swamp). Many of the latter are visible in aerial photographs of the large Putnam County tract. Much of the former flatwoods matrix has been timbered, with 560 acres replanted as pine plantation. Remote sensing suggests that 673 acres (28 % of site) may still possess sufficient natural characteristics to be classified as flatwoods, though ground-truthing may alter that conclusion. Approximately 480 acres are in improved pasture for cattle grazing. Several cleared areas (70 acres total) are in cultivation for row crops (pumpkins and cold-season crops). The application reports 1,216 acres as natural timber or cut-over natural stands. The northern Flagler County parcel is in pine plantation (except clear along an old railroad grade), while the southern parcel appears to have been clearcut (or seed-tree cut) but possibly not yet replanted.

The entire property is within the ‘abundant’ designation of the Florida black bear range as denoted by the Florida Fish and Wildlife Conservation Commission. The property has the potential to host additional rare species, but field work is needed to identify these and determine their extent of use of the site.

### **FNAI Assessment - Habitat and Wildlife Resources**

- Overall benefit as related to natural resource benefit

### **Score**

(None, Low, Moderate, High)

Moderate

## Natural Resources (continued)

### DACS Technical Team Site Visit Observations:

The property is composed of a pleasant mix of natural and pine plantation mesic flatwoods, dome/basin swamps, small marshes, improved pastures, crop fields, and a few live oak mesic hammocks. Most of the 560 acres of planted slash pine occurs in the southern half of the property surrounding several larger cypress domes, basin swamps and wet flatwood communities. Several of the swamps/wetlands have been cut over in recent years. The majority of the native flatwoods has been harvested in past years and currently is somewhat understocked with a young, fairly wide-spaced pulpwood-sized slash pine natural regeneration. There were several areas where the pines were more mature with heavier stocking. Some longleaf pine occurs on the drier flatwoods on the western side of the property. Groundcover appears reasonably intact but more frequent prescribed burns would help species diversity. There were some nice live oak mesic hammocks, such as those in the area near Lake May, although the native groundcover has had some minor impact from continued cattle grazing.

Actual observations on the property by the Tiltens include: Florida black bear, rabbits, white-tailed deer, bobcats, opossum, skunks, hawks, buzzards, snakes, armadillo, coyote, and hogs.

While the project application lists many species that are likely to occur on the property, now documented sightings actually on the property are recorded. However, during the DACS site visit both Sherman's fox squirrel and hooded pitcherplants were observed.

	<u>Score</u>
<b>DACS Staff Assessment (site visit) – Natural Resources/Features</b>	(None, Low, Moderate, High)
Overall significance / condition of natural areas / wildlife / species habitat	High

### Florida Fish and Wildlife Conservation Service (FWC)

The FWC uses the Integrated Wildlife Habitat Ranking System (IWHRs 2009) Geographic Information System (GIS) model to interpret wildlife habitat value on a scale from 0 to 10; a rank of 10 being of greatest value. This GIS model ranks landscape level wildlife habitat of importance to terrestrial vertebrates including listed species, focal species, or species that are otherwise rare or imperiled. Application of this model assists in the identification and conservation of important wildlife habitats. The Overall Score was adjusted based on the property: 1) being adjacent to public managed lands; 2) containing potential habitat for 10 or more species; 3) 50% being identified as Priority 1-3 in the FNAI Rare Species Potential Habitat Conservation Priorities layer.

The project has an IWHRs 2009 mean score of 5.04 / FWC Overall Score of 6.04

### FWC Staff Observations:

Recorded Listed Species Occurrences on Property (2000-2016)

- Florida black bear\*

	<u>Score</u>
<b>FWC Assessment - Habitat and Wildlife Resources:</b>	(None, Low, Moderate, High)
• Overall natural resource benefit	Moderate

## **Hydrological Resources – Wetlands, Waterbodies, Watersheds, Aquifer Recharge, Surface Water/Springs Protection**

### **Suwannee River Water Management District Observations (SRWMD):**

About 40% of the property is in the 100 year FEMA derived floodplain. Property is within a current FDEP impaired water body basin with a Nutrient TMDL, indicating current eutrophication issues within watershed. Property has about 505 acres wetland and owner's statement appears to indicate current use of wetlands for timber or agriculture. Owners only recognize 134 acres as wetlands. 100% of property is within a low recharge area (0 - 4 in/yr) as determined by SJRWMD groundwater mapping/modeling. Property is not within 10 miles of any known springs.

### **SRWMD Assessment – Hydrological Resources:**

- Overall hydrological resource benefit

### **Score**

(None, Low, Moderate, High)

High

### **DACS Technical Team Site Visit Observations – Hydrological Resources/Conditions:**

There are several wetlands and ponds on the project as well as creeks and Lake May. The property drains to the west and south through a series of canals to the creeks that flow south to empty into Dunns Creek and the St. Johns River. While there may be some impacts in vegetative communities immediately adjacent to these drainage ditches and ditched streams from reduced hydroperiods, there appear to be no significant wetland impacts from agricultural operations. It should be noted that the property lies with the Tri-County Agricultural Area (TCAA) where multiple government agencies are assisting farmers with conservation practices to improve agriculture and reduce any negative impacts of surface/ground water quality as it flow west to the St. Johns River. The Tilton's are active participants

Cattle are watered by a well at the pen area and one other location and also through scattered ponds and the canals.

### **Basin Management Action Plan**

Is the property located within a geographic region protected by a Basin Management Action Plan as adopted by DEP Executive Order? (yes / no) **Yes**

A **Basin Management Action Plan (BMAP)** is the "blueprint" for restoring impaired waters by reducing pollutant loadings to meet the allowable loadings established in a Total Maximum Daily Load (TMDL). A BMAP represents a comprehensive set of strategies - permit limits on wastewater facilities, urban and agricultural best management practices, conservation programs, financial assistance and revenue generating activities, etc. - designed to implement the pollutant reductions established by the TMDL. These broad-based plans are developed with local stakeholders - relying on local input and local commitment - and BMAPs are adopted by Secretarial Order to be enforceable.

## **Connectivity / Buffering Benefit**

### **Florida Department of Environmental Protection Observations (DEP):**

This project is not located within a Florida Forever Project, but it is directly adjacent to Matanzas to Ocala Conservation Corridor Florida Forever project. Inclusion of this property could aid to buffer the project from future development.

This project is not adjacent to any state managed areas, but other managed lands are in close proximity. Connectivity benefits would be present, but not significant. This project is not adjacent to any managed areas. No buffering benefits would be present.

	<b><u>Score</u></b>
	(None, Low, Moderate, High)
<b>DEP Assessment – Connectivity / Buffering Benefit:</b>	
• Connectivity / Linkages / Potential benefits	Low
• Buffering and the potential benefit	None

### **Adjacent Public Land Manager’s Observations:**

**St. Johns River Water Management District - Dunns Creek Conservation Area** – The Tilton Family Farm is located approximately 0.25 miles east of Dunns Creek Conservation Area and does not share a common boundary with it. It is also not adjacent to any other public natural area.

The Tilton Family Farm offers limited buffering to Dunns Creek Conservation Area.

	<b><u>Score</u></b>
	(None, Low, Moderate, High)
<b>Adjacent Public Land Manager Assessment:</b>	
• Connectivity/Linkages benefit	Low
• Buffering benefit	Low

### **Florida Natural Areas Inventory (FNAI) (2017 Update):**

All three tracts are within the eastern end of the large Matanzas to Ocala Conservation Corridor Florida Forever BOT project. Nearby conservation lands include Dunns Creek Conservation Area (St. Johns River Water Management District; 0.3 mile west but across SR-100), Wetland Reserve Easement #303 (USDA Natural Resources Conservation Service; 1 mile north), and Dunns Creek State Park. There are no existing Rural and Family Lands easements in the immediate area. Other RFLPP proposals within 5 miles include Singleton Family Farms, Sampala Lake Ranch, Southport Ranch, and Buddy Hiers Farm.

	<b><u>Score</u></b>
	(None, Low, Moderate, High)
• Landscape Connectivity and Contribution	Low

### **Benefits to the Rural and Family Lands Protection Program:**

• Is the Project adjacent to Existing Project(s): (Yes/No)	No
• Is the Project adjacent to 2017 Potential Project(s): (Yes/No)	No

## Land Planning and Growth Management

### Florida Department of Economic Opportunity Observations (DEO):

#### **Land Use Designation**

The application combines two separate properties located in Putnam County (approx. 2,350 acres) and in Flagler County (approximately 50 acres). The current land use designations on the property are Putnam County Agriculture II and Flagler County Agriculture and Timberlands. Both properties are currently used for cattle ranching, timber and silviculture, row cropping, honey farming, and agro-tourism. Over 130 acres are maintained in natural area. The property in Putnam County is located right on State Road 100/State Road 20 and north of Crescent Lake on the Putnam/Flagler county line. Surrounding properties are designated Agriculture II (1 dwelling unit/10 acres). Areas further south of the property (south of State Road 100/State Road 20) is designated Conservation (Dunns Creek Conservation Area) and north is a Wetlands Reserve Easement. The property located in Flagler County is far removed from lands designated for high intensity or density development. Surrounding areas are designated Conservation or Agriculture/Timberlands (1 dwelling unit/5 acres).

Future Land Use Map (FLUM) designation is Putnam County Agriculture II (1 dwelling unit/10 acres) and Flagler County Agriculture and Timberlands (1 dwelling unit/5 acres).

#### **Threats of Conversion**

Even though the property in Putnam County abuts State Road 100/State Road 20, the threat of conversion to non-agricultural use is low due to the surrounding environmentally sensitive lands. Similarly, there exist no threats of conversion to non-agriculture use for the property located in Flagler County.

#### **Development Trends**

There are no development trends in the surrounding area of each of the properties that might serve to adversely impact future agriculture on the properties.

#### **DEO Assessment - Land Planning and Growth Management:**

- Overall level of threat of conversion

#### **Score**

(None, Low, Moderate, High)

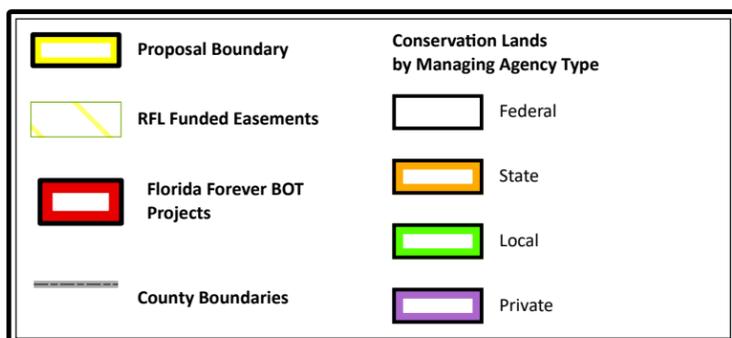
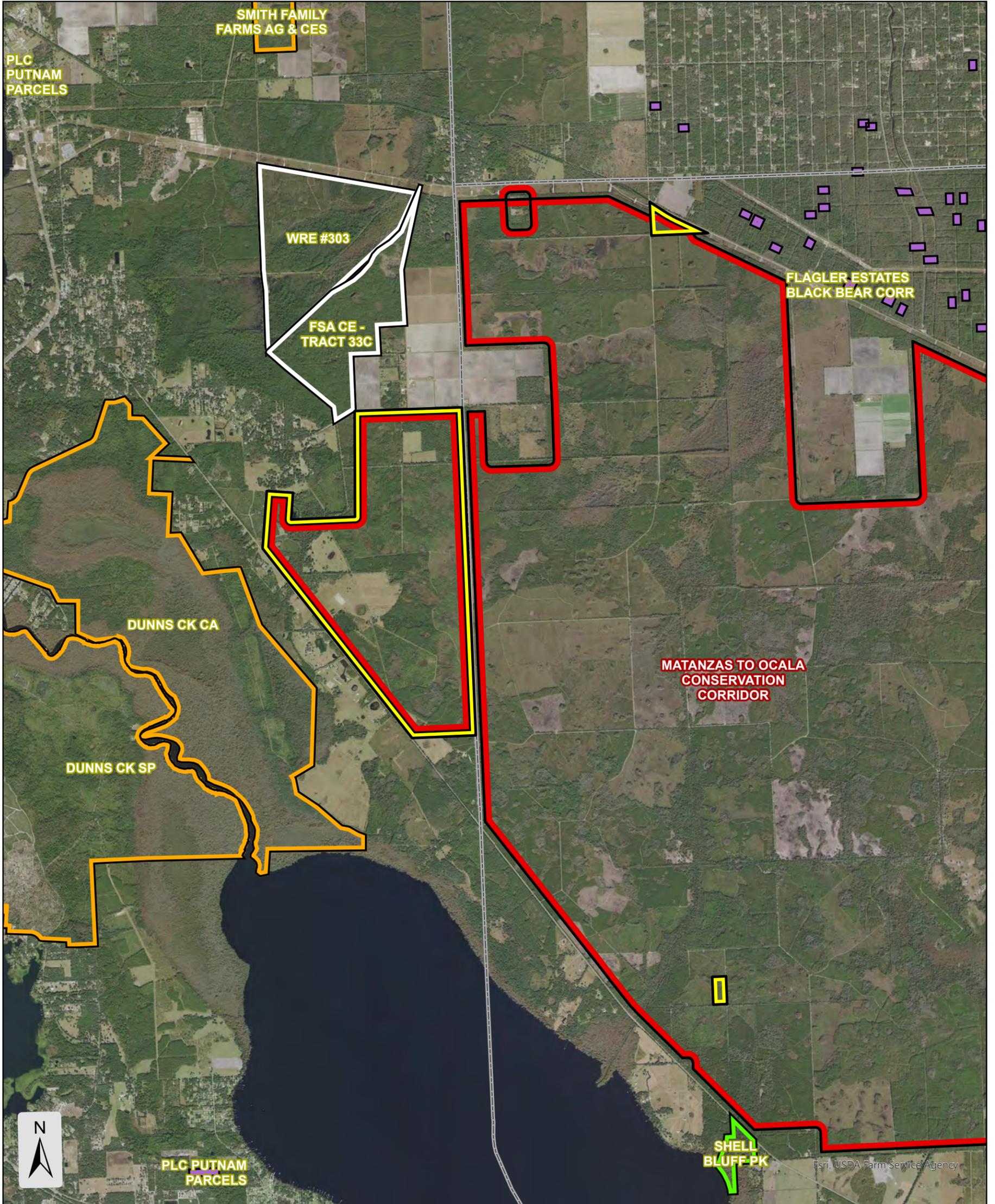
None

#### **Is Project Within a Land Stewardship Area: (Y/N)**

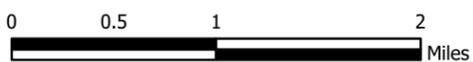
No

# Tilton Family Farm

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



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 **80\_2016**  
 Project Name **Tilton Family Farm**  
 Acres **2,372**

	Score	State Rank	Region Rank
<b>FINAL SCORE</b>	<b>0.521</b>	<b>133</b>	<b>51</b>
Size	0.682	47	15
Ag Landscape Priority	0.885	151	22
Ag Suitability	0.596	178	52
Distance to Protected Ag/Military	0.800	128	50
Percent Ag by Parcel or LandCover	1.000	38	7
Restorable/ Impaired Watersheds	1.000	1	1
Ag Conversion Threat Index	0.214	236	65
Disadvantaged Areas	1.000	1	1
Smoke-sheds	0.558	96	27
Development Projections	0.240	134	76
Future Land Use Map*	0.000		
Species Habitat Priorities	0.264	147	46
Listed Species*	0.000		
Priority Natural Communities	0.024	103	40
Surface Water Priorities	0.432	134	43
Wetlands	0.060	177	67
Floodplain	0.321	158	58
Spring-sheds	0.000	17	2
Recharge	0.105	249	83
Proximity to Conservation Lands	0.500	135	57
Ecological Greenways Priorities	0.792	85	37
Greenways Bottlenecks*	0.000		
FL Wildlife Corridor*	0.010		
Fire History	0.767	78	22
Landscape Integrity Index	0.824	122	33
Elevation	1.000	1	1
Cultural/Historical Sites*	0.000		

\*bonus measure with a max value of 0.01

Land Cover	Acres	Percent
Crops	4	0.2%
Pasture	1,182	49.8%
Planted Timber	740	31.2%
Citrus	0	0.0%
Livestock Operations	0	0.0%
Altered Open	54	2.3%
Altered Wetland	0	0.0%
Developed	15	0.6%
Invasives Predominant	0	0.0%
Natural Forested Upland	113	4.8%
Natural Forested Wetland	140	5.9%
Natural Nonforested Upland	8	0.3%
Natural Nonforested Wetland	116	4.9%
Water	0	0.0%

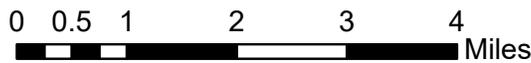
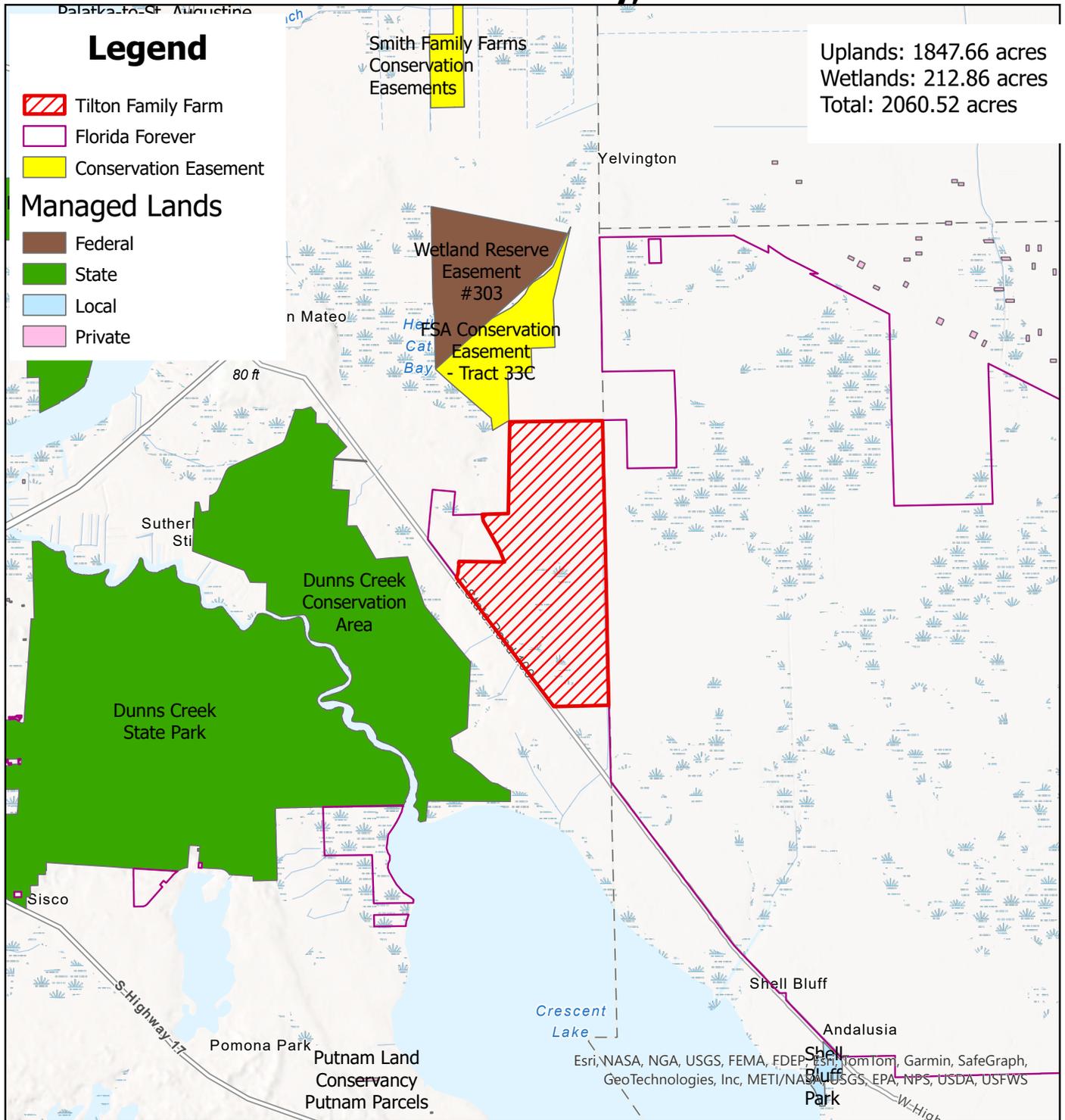


# Rural and Family Lands Protection Program

## Tilton Family Farm

### Housetop 12 Limited Partnership

### Putnam 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.

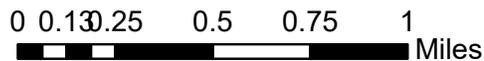
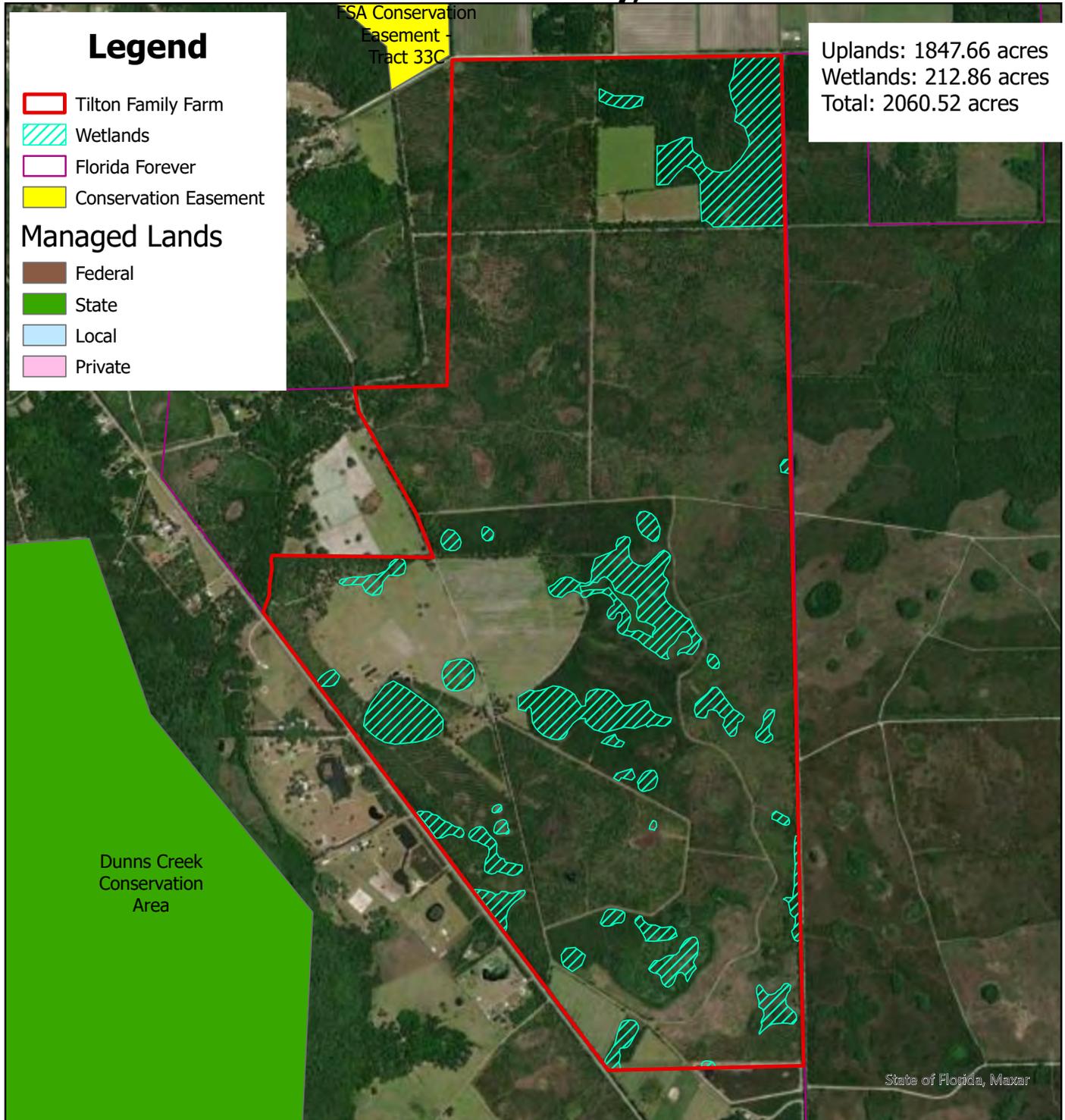


# Rural and Family Lands Protection Program

## Tilton Family Farm

### Housetop 12 Limited Partnership

#### Putnam County, Florida



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

Project: Tilton Family Farm  
Putnam County

## OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, between HOusetop 12 Limited Partnership, a Florida limited partnership, whose address is 511 East End Road, San Mateo, Florida 32187 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 Putnam 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 FIVE MILLION FIVE HUNDRED SIXTY FOUR THOUSAND AND 00/100 DOLLARS (\$5,564,000) ("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 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to FDACS of Seller's election to terminate this Agreement within 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 5% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. 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 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (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:  
Housetop 12 Limited Partnership  
Shirley K. Tilton  
511 East End Road,  
San Mateo, Florida 32187

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.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **DECEMBER 1, 2025**, 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  
HOUSETOP 12 LIMITED PARTNERSHIP, a  
Florida limited partnership

BY: HOUSETOP 12, LLC, a Florida  
limited liability company, General Partner

Melinda Wasdin  
Witness as to Seller

MELINDA WASDIN  
Printed Name of Witness

Ali Corn  
Witness as to Seller

Ali Gilbert  
Printed Name of Witness

Shirley K. Tilton  
Shirley K. Tilton, Managing Member

11-25-25  
Date signed by Seller

Phone No. [REDACTED]  
8 a.m. – 5 p.m.

STATE OF FLORIDA  
COUNTY OF PUTNAM

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 Shirley K. Tilton, Managing member on behalf of Housetop 12, LLC, a Florida limited liability company, as General Partner of Housetop 12 Limited Partnership, a Florida limited partnership, 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 25<sup>TH</sup> day of NOVEMBER 2025.

(NOTARY PUBLIC SEAL)

Melinda C. Wasdin  
Notary Public



MELINDA C. WASDIN  
Commission # HH 484227  
Expires February 17, 2028

(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: HH 484227

My Commission Expires: February 17, 2028

BUYER

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

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

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

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

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

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

STATE OF FLORIDA  
LEON COUNTY

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

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

(NOTARY PUBLIC SEAL)

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

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

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

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

## **Schedule of Exhibits and Addenda**

Exhibit A – Legal Description

Exhibit B - Deed of Easement

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

Exhibit B to Deed of Easement – Significant Natural Areas Map

Exhibit C to Deed of Easement – Easement Monitoring Form

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

Addendum 1 – Beneficial Interest and Disclosure Affidavit (Individual)

**EXHIBIT "A"**  
**REVISED TO ADD PARCEL**

Parcel 1:

All of Section 1, Township 11 South, Range 27 East, Putnam County, Florida.

Parcel 2:

All of Section Northeasterly of State Road No. 100, Section 11, Township 11 South, Range 27 East, Putnam County, Florida.

Parcel 3:

All of Section Northeasterly of State Road No. 100, Section 12, Township 11 South, Range 27 East, Putnam County, Florida.

Parcel 4:

All of Government Lots 1, 2, 3, 4, North ½ of Government Lot 6, North ½ of South ½ of Government Lot 6 and the Southeast ¼ of Section 36, Township 10 South, Range 27 East, Putnam County, Florida.

Parcel 5:

The West ½ of Northeast ¼ and South ½ of Southeast ¼ of Northeast ¼, Section 36, Township 10 South, Range 27 East, Putnam County, Florida.

Parcel 6:

All of Section Northeasterly of State Road No. 100, Portion of Section 2, Township 11 South, Range 27 East, Putnam County, Florida.

## EXHIBIT "B"

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

Project Name: Tilton Family Farms  
County: Putnam

### DEED OF RURAL LANDS PROTECTION EASEMENT

**THIS DEED OF RURAL LANDS PROTECTION EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 202\_, by **HOusetop 12 LIMITED PARTNERSHIP**, a Florida limited partnership, whose address is 511 East End Road, San Mateo, Florida 32187, ("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:** Housetop 12 Limited Partnership, Shirley K. Tilton, 511 East End Road, San Mateo, Florida 32187

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

### RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE I. RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

D. The right to conduct Inspections, annually or otherwise, to monitor Grantor’s compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit “C”. The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantor and Grantee; however, nothing in

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

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

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

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

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

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

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

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

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

## **ARTICLE V. PROHIBITED USES**

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

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

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

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

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

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

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

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

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

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

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

I. Any subdivision of the Property is prohibited.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

O. Intentionally deleted.

P. Grantor reserves three (3) building envelope(s), 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 \_\_\_ attached hereto (the "Building Envelope(s)"). The Building Envelope(s) will not exceed five (5) contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope(s). 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(s) prior to development.

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

## **ARTICLE VII. GRANTEE'S REMEDIES**

A. If Grantee determines that Grantor is in violation of the terms of this Easement, including any amendments, modifications, updates, or revisions thereto, or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property, to restore the portion of the Property so injured. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee or, under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured,

Grantee may bring an action at law or in equity in a court of competent jurisdiction to: (i) enforce the terms of this Easement, (ii) enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, (iii) recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any values or Easement Purposes protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and (iv) require the restoration of the Property to the condition that existed prior to any such violation or injury.

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

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

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

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

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

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

### ARTICLE VIII. PUBLIC ACCESS

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

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

### ARTICLE IX. MISCELLANEOUS

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

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

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

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article IX, Paragraphs C and E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant of Easement attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant (Grantee's percentage interest is referred to herein as Grantee's "Proportionate Share"). For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

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

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

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

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

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

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

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

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

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

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

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

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

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

I. **Recordation.** Grantee shall record this instrument and any amendments in timely fashion in the official records of the county(ies) in which the Property is located

and may re-record it at any time as may be required to preserve its rights in this Easement.

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

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

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

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

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

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

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

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

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

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

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

*[signature pages follow]*

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

**GRANTOR:**  
**HOUSETOP 12 Limited Partnership,**  
a Florida limited partnership

Witnesses:

**By: HOUSETOP 12, LLC,**  
a Florida limited liability  
Company, General Partner

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

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

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

\_\_\_\_\_  
Shirley K. Tilton, Managing Member

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 Shirley K. Tilton, on behalf and as managing member of Housetop 12, LLC, a limited liability company, as General Partner of Housetop 12 Limited Partnership, 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

Witnesses:

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

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

Address: 315 South Calhoun St., Ste 500  
Tallahassee, FL 32301-1843

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

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

Address: 315 South Calhoun St., Ste 500  
Tallahassee, FL 32301-1843

By: FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES

By: \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR, DIVISION OF  
ADMINISTRATION

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) [if applicable]

**EXHIBIT "A"**  
**REVISED TO ADD PARCEL**

Parcel 1:

All of Section 1, Township 11 South, Range 27 East, Putnam County, Florida.

Parcel 2:

All of Section Northeasterly of State Road No. 100, Section 11, Township 11 South, Range 27 East, Putnam County, Florida.

Parcel 3:

All of Section Northeasterly of State Road No. 100, Section 12, Township 11 South, Range 27 East, Putnam County, Florida.

Parcel 4:

All of Government Lots 1, 2, 3, 4, North ½ of Government Lot 6, North ½ of South ½ of Government Lot 6 and the Southeast ¼ of Section 36, Township 10 South, Range 27 East, Putnam County, Florida.

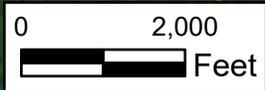
Parcel 5:

The West ½ of Northeast ¼ and South ½ of Southeast ¼ of Northeast ¼, Section 36, Township 10 South, Range 27 East, Putnam County, Florida.

Parcel 6:

All of Section Northeasterly of State Road No. 100, Portion of Section 2, Township 11 South, Range 27 East, Putnam County, Florida.

# EXHIBIT "B"



**Legend**

- SNA Wetlands (+/- 174.73 acres) - 8.48% of Site
- Subject Property Boundary (+/- 2,060 acres)

DRAWN BY	DATE
N.BOTS	9/2/2025
CHECKED BY	DATE
REVISIED BY	DATE
SCALE	AS NOTED

  
**Significant Natural Area (SNA) Map**  
 Florida Department of Agriculture and Consumer Services  
 Tilton Family Farm - Housetop 12 Limited Partnership  
 Putnam County, FL

CONTRACT NUMBER 112C10528	
APPROVED BY	DATE
D.HUGGINS	9/2/2025
APPROVED BY	DATE
FIGURE NO.	REV
	0

## EXHIBIT C



**WILTON SIMPSON  
COMMISSIONER**

Florida Department of Agriculture and Consumer Services

### RURAL AND FAMILY LANDS PROTECTION PROGRAM EASEMENT MONITORING FORM

Sections 570.70 and 570.71, F.S.; Rule 517.014, F.A.C

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

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

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

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

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

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

PURPOSE OF MONITORING SITE INSPECTION:

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

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

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

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

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

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

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

## LANDOWNER REMARKS

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

## MONITOR REMARKS

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

## REPORT REVIEW AND ACCEPTANCE

### Purpose of Monitoring Report Review:

To assure the site inspection complies with all monitoring requirements.

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

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

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

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

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

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

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

	PRINT NAME	SIGNATURE	DATE
PREPARER			
RFLPP DIRECTOR			

SITE MONITORING ACKNOWLEDGEMENT

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

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

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

**Landowner/Representative**

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

**Monitor**

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

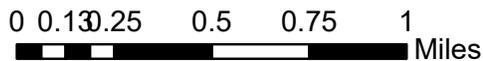
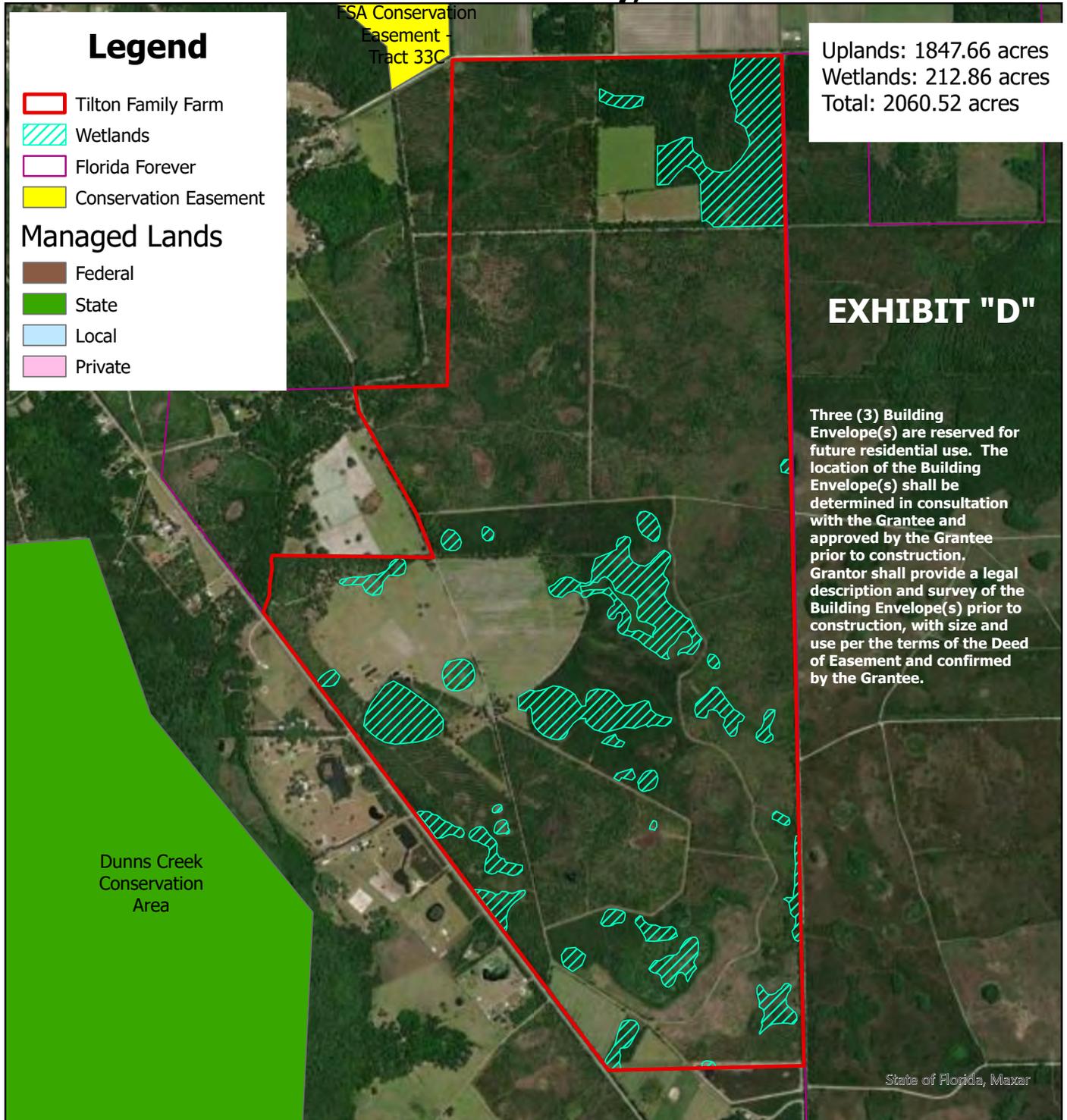


# Rural and Family Lands Protection Program

## Tilton Family Farm

### Housetop 12 Limited Partnership

#### Putnam 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.

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

Before me, the undersigned authority, personally appeared Shirley K. Tilton ("affiant"), this 25TH day of November, 2025, who, first being duly sworn, deposes and says:

1) That affiant is the Managing Member of Housetop 12, LLC, a Florida limited liability company as General Partner of Housetop 12 Limited Partnership, a Florida limited partnership, as "Seller", whose address is 511 East End Road, San Mateo, Florida 32187, 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>
Shirley Kemp Tilton	511 East End Road, San Mateo, FL 32187	98%

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>
Southern Realty	201 Owens Ave	Commission	8%
Of St Augustine	Crescent Bch, FL 32080		
Attorney		Legal fees for closing	TBD

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>
C. David Perkins/ Mr. and Mrs. Johnny Smith	April 2015	Loan	\$100,000

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

Shirley K. Tilton  
Shirley K. Tilton

STATE OF FLORIDA )  
COUNTY OF PUTNAM )

SWORN TO (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 25<sup>th</sup> day of NOVEMBER, , by Shirley K. Tilton. 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)

Melinda C. Wasdin  
Notary Public

(Printed, Typed or Stamped Name of Notary Public)  
Commission No.: HH 484227  
My Commission Expires: FEBRUARY 17, 2028



MELINDA C. WASDIN  
Commission # HH 484227  
Expires February 17, 2028

**ADDENDUM 1**  
(LIMITED LIABILITY COMPANY/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. Limited liability company resolution that authorizes the sale of the Property interest to Buyer in accordance with the provisions of this Agreement and a certificate of incumbency,
2. Certificate of good standing from the Secretary of State of the State of Florida, and
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 limited liability company authority of Seller.
2. Seller is a limited liability company 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 Organization or Operating Agreement 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

HOusetop 12 LIMITED PARTNERSHIP,  
a Florida limited partnership  
By: Husetop 12, LLC, a Florida limited  
Liability company, as General Partner

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

By: Shirley K. Tilton  
Shirley K. Tilton, Managing Member

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

(COMPANY SEAL).

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

11-25-25  
Date Signed by Seller

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

Phone No. \_\_\_\_\_  
8 a.m. – 5 p.m.

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

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**Review of (2) Appraisals of  
2,060.52 AC @ 617 East SR 100  
Tilton Family Farm  
San Mateo, Florida  
A&A File #2025.100.039.001**

**Certified to:**

Florida Department of Agriculture and Consumer Services  
c/o Amy Phillips, Land Acquisition Administrator  
Rural and Family Lands Protections Program  
Leon County Annex Building  
315 S. Calhoun St, Suite 500  
Tallahassee, Florida 33201

**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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A&A File #2025.100.039.001

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

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November 18, 2025

Florida Department of Agriculture and Consumer Services  
c/o Amy Phillips, Land Acquisition Administrator  
Rural and Family Lands Protections Program  
Leon County Annex Building  
315 S. Calhoun St, Suite 500  
Tallahassee, Florida 33201

**Re: Review of (2) Appraisals of 2,060.52 AC @ 617 East SR 100; Tilton Family Farm; San Mateo, Florida**

Dear Ms. Phillips:

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 October 1, 2025. 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:** Florida Department of Agriculture and Consumer Services and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

The reviewed appraisals both included an effective date of valuation of October 1, 2025. One of the reports was prepared by W. E. Carlton, III, MAI, SRA of Carlton Appraisal Company and the other

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

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was reported by Tod Marr, MAI of Tod Marr & Associates, LLC. The following summarizes the value of each report.

	<u>Before Value</u>	<u>After Value</u>	<u>Easement Value</u>
Carlton Appraisal	\$10,097,000	\$4,533,000	\$5,564,000
Marr Appraisal	\$9,685,000	\$4,535,000	\$5,150,000

After review of the report and some 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.**

## **Intended Use of Appraisal Review**

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

## **Intended User of Appraisal Review**

The intended users of this appraisal review are the Florida Department of Agriculture and Consumer Services and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The specific client of the assignment includes the Florida Department of Agriculture and Consumer Services c/o Amy Phillips.

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

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

## **Identification of Reviewed Appraisal Report**

One of the reviewed reports was prepared by W. E. Carlton III, MAI, SRA (State-Certified General Real Estate Appraiser RZ692) with a date of report of November 17, 2025. This report included a letter of transmittal, main body of 185 numbered pages and an addenda section.

The other reviewed report was prepared by Tod Marr, MAI (State-Certified General Real Estate Appraiser RZ1237) of Tod Marr & Associates, LLC with a date of report of November 18, 2025 and file number identified as #09254826. This report included a title page, letter of transmittal and main body of 98 numbered pages and addenda.

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

## **Subject of Reviewed Appraisal**

The reviewed reports both identify the subject property as 2,060.52 gross acres located along East SR 100 in the San Mateo area of Putnam County (identified as Tilton Family Farms). A legal description of the subject property was provided in both reviewed reports (the indicated source was the title commitment document provided by the client).

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

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

The indicated purpose of the Carlton appraisal is to “provide an opinion of value for the “Before Parcel” before the acquisition, and to provide an opinion of value for the “After Parcel” subject to a rural lands protection easement after the proposed acquisition.” Similarly, the Marr appraisal includes an indicated purpose to “provide an opinion of the market value of the subject and remainder, and the difference attributable to the perpetual conservation easement proposed to encumber the subject property.”

The appraisers appropriately referenced the definition of market value from the “Supplemental Standards, DEP March 2016.” The intended use of the Carlton appraisal is “to assist the State of Florida/DACS in making internal decisions regarding the proposed acquisition of a perpetual rural lands protection easement on the subject tract.” Similarly, the intended use of the Marr appraisal is to assist “with acquisition decisions regarding the potential conservation easement.”

The intended users of both reports were indicated to be the Florida Department of Agricultural and Consumer Services (also the client of both reports) 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:** Carlton (November 17, 2025); Marr (November 18, 2025)  
**Effective Valuation Date:** October 1, 2025 (both reports)  
**Inspection Date:** October 1, 2025; in addition to both referenced appraisers, Stephen Albright (review appraiser), Amy Phillips (Rural and Family Lands Protections Program), Jay Jay Tilton, Jay Tilton & Jarrod Tilton (owners) and Pat Hamilton & James Muller (owner representatives) were present

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

Both of the reviewed reports include one hypothetical condition. More specifically, both appraisals include a hypothetical condition that the proposed conservation easement has been implemented for the “after” valuation. Also, both appraisals include an extraordinary assumption that the same exact

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

terms and conditions of the proposed conservation easement will be implemented if negotiations for the acquisition are successful. 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**

Again, one of the reviewed appraisal reports was prepared and signed by W. E. Carlton III, MAI, SRA (State-Certified General Real Estate Appraiser RZ692; State of Florida) of Carlton Appraisal Company while the other reviewed report was prepared by Tod Marr, MAI (State-Certified General Real Estate Appraiser RZ1237) of Tod Marr & Associates, LLC. 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, Amy Phillips of the Florida Department of Agriculture and Consumer Services, 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 is November 10-11, 2025 for both reports. The and date of my review report is November 18, 2025.
- 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 thorough and adequate descriptions of both the subject's general area (Putnam County) and neighborhood. The subject's more immediate neighborhood includes the San Mateo area of southeast Putnam County, Florida which is just southwest of Palatka. The area is rural in nature with a predominance of agricultural, silviculture, conservation and rural residential uses. The primary thoroughfares in the area include SR 100 and US Hwy 17. Crescent Lake and the St. Johns River are both located in the area and provide recreational opportunities. Conservation areas include Dunns Creek State Park, Crescent Lake Conservation Area, Lake George Conservation Area and Rice Creek Conservation Area. Modest but steady population growth is anticipated for the area.

The subject property is within the reported ownership of Housetop 12 Limited Partnership. There have been no sales of the subject over the past five years and the subject property was not formally listed for sale as of the date of valuation. There were also reportedly no leases. The subject is identified as a portion of the following (6) parcels of record (from the Marr report):

#	Parcel #	Acres	2025		2024	
			Just Market Value	Taxable Value	Taxable Value	Real Estate Taxes
1	01-11-27-0000-0010-0000	640.00	\$ 1,851,250	\$ 129,300	\$ 130,970	\$ 2,128.71
2	02-11-27-0000-0010-0000*	357.14	\$ 906,300	\$ 92,210	\$ 93,350	\$ 1,517.27
3	11-11-27-0000-0010-0010	48.99	\$ 245,000	\$ 11,250	\$ 11,250	\$ 182.87
4	12-11-27-0000-0010-0000	571.03	\$ 1,603,000	\$ 126,360	\$ 126,360	\$ 2,053.79
5	36-10-27-0000-0010-0000	513.80	\$ 1,518,900	\$ 193,040	\$ 195,480	\$ 3,168.61
6	36-10-27-0000-0020-0000	93.80	\$ 247,800	\$ 34,310	\$ 35,190	\$ 571.96
		2,224.76	\$ 6,372,250	\$ 586,470	\$ 592,600	\$ 9,623.21
	2024 Millage Rate	16.2534				
	* a portion of this parcel					

The subject benefits from agricultural exemption.

The site includes 2,060.52 AC (gross size) and, based on information supplied by the client, includes approximately 10% of the site consists of wetlands and about 30-35% of the site includes elevations within the 100-year flood plain. The subject is irregular in shape and includes gently sloping terrain (range from about 25' to 30' above sea level). The uplands include a blend of planted pine, natural/volunteer pine, pasture and row crop land.

The subject includes a modest level of site improvement including fencing, gates, ditches, internal farm road, wells and cattle pens. Both appraisers cite no adverse exceptions from the referenced in the title commitment dated November 11, 2025 (#33641). In that regard, the various exceptions were specifically analyzed and determined to result in no atypically adverse impact upon the subject property (outstanding reservations for oil, gas and mineral rights reportedly lack right of entry and,

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

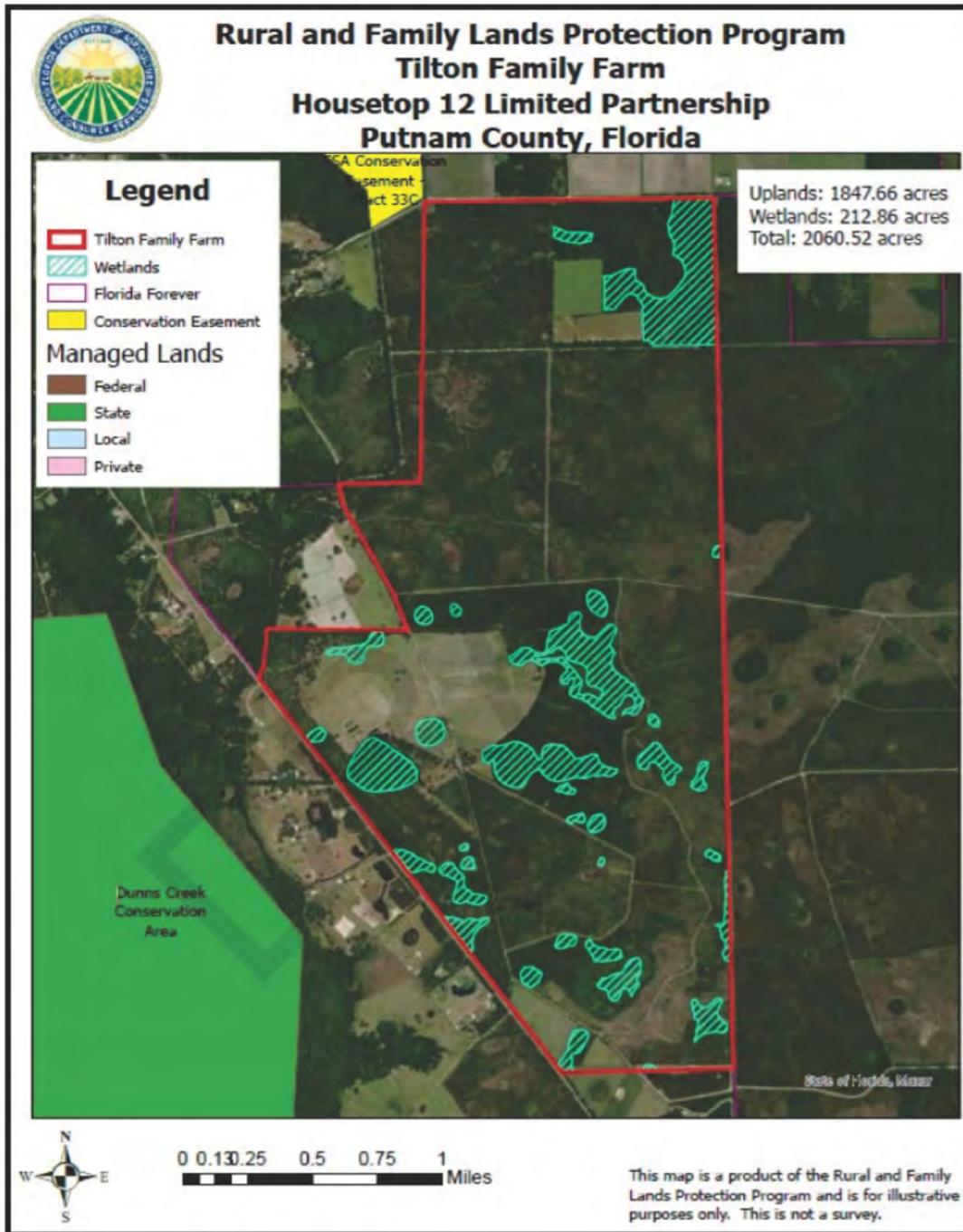
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as such, are not considered adverse).

The subject includes about 1.7 miles of frontage on SR 100 (two lane, paved public right of way) as well as about 1 mile of frontage on East End Road (two lane, graded public right of way but planned for paving in the near future). Electricity and telephone are available but central water and sewer are not available.

The subject includes a future land use designation of Agriculture and zoning designation of AG, Agriculture (maximum density of one dwelling unit per 10 AC).

The following map was provided by the client.



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

## **Appraiser's Valuation and Conclusions**

In the “before” valuation, both appraisers concluded a similar highest and best use for a blend of agriculture/silviculture, recreation and/or rural residential (at low density). In support of that conclusion, both appraisers indicate modest to slow growth, lack of central utilities and limited entitlements in terms of residential development. However, the physical and legally permissible attributes of the subject are highly conducive for agriculture, silviculture and recreational use. With respect to the “after” valuation, both appraisers concluded highest and best use limited to primarily agricultural, silviculture and recreational with extremely limited residential potential (only three potential homesites) due to the limitations of the proposed easement with no subdivision and no conversion in the Significant Natural Areas. To that end, both appraisers included a comparison grid/chart of rights before and after placement of the easement which eliminates these potential uses available before placement of the easement. In summary, the appraisers have adequately and convincingly addressed the issue of highest and best use for the subject property.

The valuation of the subject property includes reliance upon the Sales Comparison Approach which was explained as the only applicable approach to value for the subject property type in the subject market (nominally improved acreage). Not surprisingly, there was some overlap of data in the two appraisal reports. More specifically, three “before” sales were the same and one of the “after” sales was the same.

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

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

<b>Element of Comparison</b>	<b>Sale 1</b>	<b>Sale 2</b>	<b>Sale 3</b>	<b>Sale 4</b>
Location	Marion Co	Putnam Co	Putnam Co	Putnam Co
Sale Date	Mar of 2025	Dec of 2024	June of 2025	May of 2022
Size (Gross AC)	1,255.00	1,115.22	4,833.00	412.50
Percentage Uplands	70%	68%	77%	89%
Sale Price (\$/Gross AC)	\$4,969	\$5,035	\$4,200	\$5,333
Overall Rating	Similar	Similar	Inferior	Superior

Each of the sales are current and include similar entitlements and the conveyance of the fee simple interest. Three of the four sales are in Putnam County. 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 and 2 are similar while Sale 3 is inferior and Sale 4 is superior. The appraiser reconciles a final opinion of market value toward the central tendency of the overall range or \$4,900/AC or \$10,097,000, rounded.

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

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## **[Carlton “After” Comparable Sales]**

<b>Element of Comparison</b>	<b>Sale 5</b>	<b>Sale 6</b>	<b>Sale 7</b>	<b>Sale 8</b>
Location	Lake Co	Madison Co	Jefferson Co	Charlotte Co
Sale Date	July of 2023	Apr of 2025	Aug of 2023	Dec of 2024
Size (Gross AC)	666.67	341.54	254.17	3,745.00
Percentage Uplands	50%	50%	55%	68%
Sale Price (\$/Gross AC)	\$2,100	\$3,294	\$2,066	\$1,869
Overall Rating	Inferior	Superior	Inferior	Inferior

Each of the sales are current and include similar entitlements including encumbrance by conservation easement. The appraiser included a map, detailed data sheet, aerial photo and deed for each comparable property. The appraiser again utilized the qualitative adjustment process. As indicated above, Sales 5, 7 and 8 are inferior while Sale 6 is superior. From this range, the appraiser reconciles a final opinion of market value toward the lower-central tendency or \$2,200/AC which equates to \$4,533,000, rounded.

The Carlton valuations result in a residual to the easement interest value of \$5,564,000 or about \$2,700/AC.

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

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

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

<b>Element of Comparison</b>	<b>Sale 1</b>	<b>Sale 2</b>	<b>Sale 3</b>	<b>Sale 4</b>
Location	Putnam Co	Marion Co	Putnam Co	Putnam Co
Sale Date	June of 2025	Mar of 2025	Dec of 2024	Dec of 2024
Size (Gross AC)	4,833.00	1,254.87	1,115.22	666.32
Percentage Uplands	77%	73%	70%	90%
Sale Price (\$/Gross AC)	\$4,200	\$4,969	\$5,035	\$4,963
Overall Rating	Inferior	Superior	Superior	Superior

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 above chart, Sale 1 is considered inferior while the remaining sales are all superior overall. The appraiser reconciles a final opinion of market value toward the lower-central tendency or \$4,700/AC or \$9,685,000, rounded.

### **[Marr “After” Comparable Sales]**

<b>Element of Comparison</b>	<b>Sale 1</b>	<b>Sale 2</b>	<b>Sale 3</b>
Location	Charlotte Co	Polk Co	Jefferson Co
Sale Date	Dec of 2024	June of 2024	Dec of 2021
Size (Gross AC)	3,745.00	1,208.64	987.93
Percentage Uplands	67%	75%	53%
Sale Price (\$/Gross AC)	\$1,869	\$3,997	\$2,419
Overall Rating	Inferior	Much Superior	Superior

Each of the sales are current and include similar entitlements including encumbrance by conservation easement. The appraiser included a map, detailed data sheet, aerial photo and deed for each comparable property. Again, the appraiser utilized a qualitative adjustment process for comparison of the sales with the subject property. As described in the prior chart, Sale 1 is inferior while Sales 2 and 3 are superior to varying degrees. The appraiser reconciles a final opinion of market value toward the lower to lower-central tendency or \$2,200/AC which equates to a value of \$4,535,000, rounded.

The two Marr valuations result in a residual to the easement interest value of \$5,150,000 or about \$2,500/AC.

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

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The appraisers also provided opinions of reasonable marketing time and reasonable exposure time for the valuations. More specifically, the exposure time and marketing time in the Marr report (for both the before and after valuations) is 3 to 6 months. The exposure time and marketing time in the Carlton report (for both the before and after valuations) is 6 months. 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 8%.

**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. Only relatively minor revisions were required of the appraisers.

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 adjustment procedure was effectively employed in both reports and resulted in convincing conclusions of market value. While both reviewed reports included the same extraordinary assumption 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 (including Putnam County as well as a wide variety of conservation easements) for various private- and public-sector clients for more than 31 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.



---

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 (2008-2024)  
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