

SITE

Fisheating Creek
Ecosystem Florida
Forever BOT Project

Linden Pens
Marsh

Chaparral Slough
Conservation Easement

Cypress Creek
Grove TNC
Conservation
Easement

78

W State Road 78

731

Lone Ranger
Ranch TNC
Conservation
Easements

Wetlands
Reserve Program
Easement #177

Caloosahatchee River

Caloosahatchee
Ecoscape Florida
Forever BOT Project

Weekley Seven
Thousand Oaks
Conservation Easement

Goodno
Ranch West

Caloosahatchee River
Basin Water Quality
Treatment and
Testing Facility

Goodno
Ranch East

State Road 80

GLADES
HENDRY

80

Black Boar Ranch
TNC Conservation
Easement

29

Helm's Rd

Caloosahatchee
Ecoscape Florida
Forever BOT Project

Panther Passage
Conservation Bank FWC
Conservation Easement

Grassy
Marsh

LaBelle Ranch,
Inc. Conservation
Easement

Florida Panther
Conservation Bank II
Conservation Easement

Verandah
West Conservation
Easement

Lennar
Conservation
Easement

Spirit of the
Wild Wildlife
Management Area

Twelvemile Slough
Florida Forever
BOT Project

Okaloacoochee
Slough
State Forest

Okaloacoochee Slough
Wildlife Management Area

Devil's Garden
Florida Forever
BOT Project

Wetlands
Reserve Program
Easement #221

Subject Parcel

State Managed Conservation Lands

Under Contract/Delegation

Federal Managed Conservation Lands

Florida Forever Project Boundaries

Private Managed Conservation Lands

0 5,000 10,000 20,000



Feet

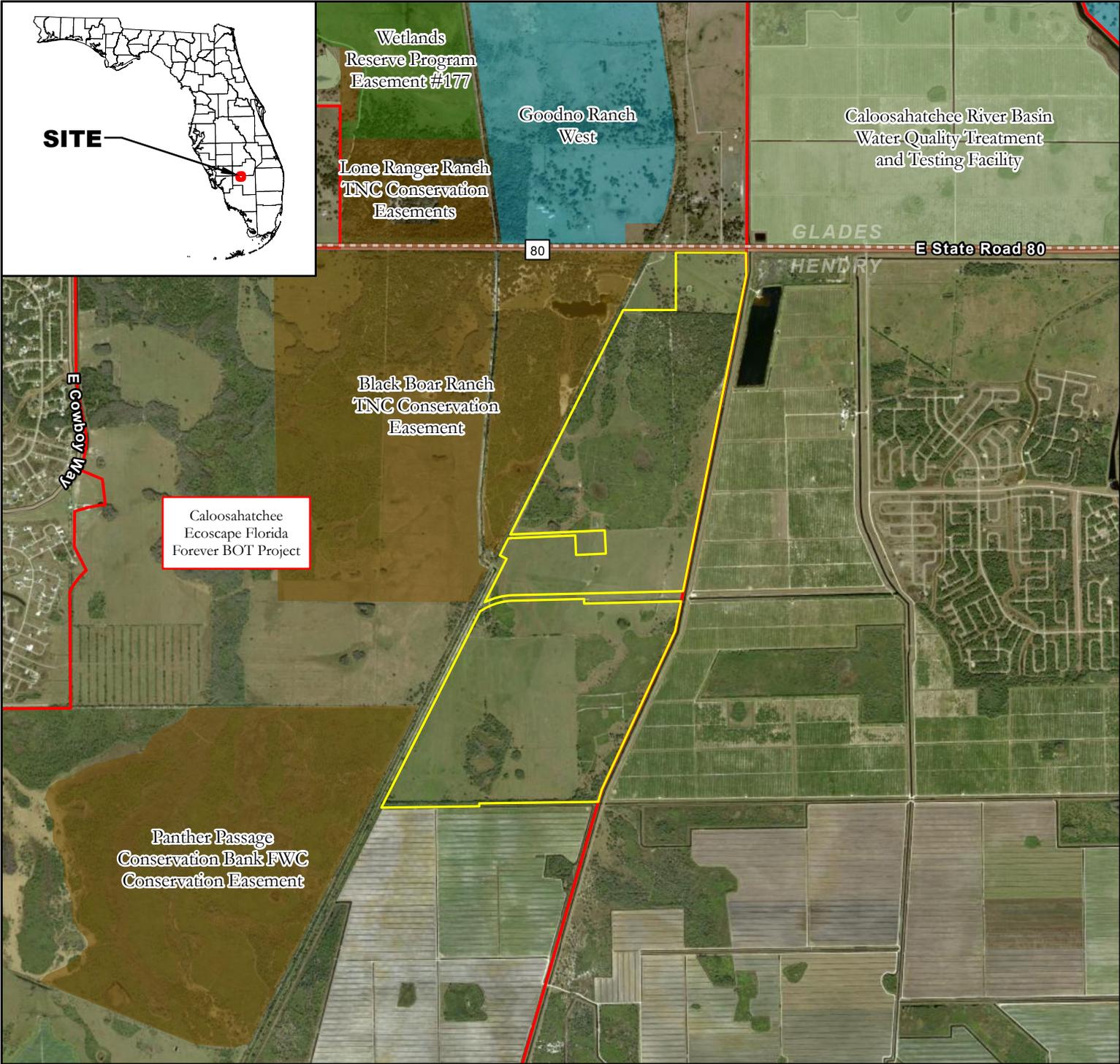


Caloosahatchee Ecoscape

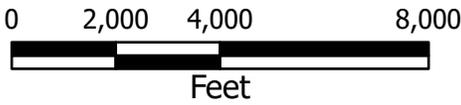
Owner: Ferguson-House Farms, Inc.

Hendry County, Florida





- Subject Parcel
- Under Contract/Delegation
- Florida Forever Project Boundaries
- State Managed Conservation Lands
- Federal Managed Conservation Lands
- Private Managed Conservation Lands



Caloosahatchee Ecoscape
 Owner: Ferguson-House Farms, Inc.

Hendry County, Florida



Project: Caloosahatchee Ecoscape
Parcel #: 1-30-43-02-A00-0004.0000, 1-30-43-03-A00-0003.0000,
1-30-43-10-A00-0003.0000, 1-30-43-11-A00-0004.0000,
1-30-43-14-A00-0006.0000, 1-30-43-14-A00-0007.0000,
1-30-43-15-A00-0007.0000, 1-30-43-16-A00-0005.0000,
1-30-43-21-A00-0006.0000, 1-30-43-22-A00-0006.0000

(Form Revised 11/10)

Approved for Agenda
Purposes Only
By: 
DEP Attorney
Date: 11/7/2023

OPTION AGREEMENT FOR SALE AND PURCHASE

WHEREAS, FERGUSON-HOUSE FARMS, INC., a Florida corporation, is/are the owner(s) in fee simple absolute of certain lands in Hendry County, Florida more particularly described below; and

WHEREAS, the owner(s) intend(s) that the conservation values of the referenced property be preserved and maintained by the continuation of land use patterns existing at the time of this grant that do not significantly impair or interfere with the property's conservation values; and

WHEREAS, the owner(s) further intend(s), as owner(s) of the property described in this Option Agreement, to convey to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida the right to preserve and protect the conservation values of the referenced property in perpetuity; and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is authorized to acquire conservation easements for the purpose of protecting natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological or cultural significance; and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida desires to honor the intentions of the owners to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation, the generations to come and the people of the State of Florida, pursuant to section 704.06, Florida Statutes;

NOW, THEREFORE:

THIS AGREEMENT is made this _____ day of _____, 2023, between FERGUSON-HOUSE FARMS, INC., a Florida corporation, whose address is P.O. Box 014739, Miami, Florida 33101, as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Buyer". Buyer's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive option to purchase a perpetual conservation easement (the "Easement") in the real property located in Hendry County, Florida, described in Exhibit "A", (the "Property"), in accordance with the provisions of this Agreement. This Option 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 DSL 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 Option Agreement by DSL, DSL 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 approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 120 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by 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 60-day 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 TWO HUNDRED FORTY-THREE THOUSAND AND NO/100 DOLLARS (\$5,243,000.00) ("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. 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 Section 253.025, Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 5.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Easement, the Initial Purchase Price will be reduced to the DSL Approved Value of the Easement (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 97% of the Initial Purchase Price because of the adjustment provided for in this paragraph 3.B., 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 DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL 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 DSL's 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.A. 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 DSL 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 4.B.).

4.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, either party, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should neither party elect 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 DSL's 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 2% 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 placed 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 8 of this Agreement, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, if neither party elects to terminate this Agreement as provided above, Seller shall, for a period of three years after the closing described in paragraph 13 herein, 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. Seller shall defend, at Seller's sole cost and expense for a period of three years after the closing described in paragraph 13 herein, 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 are alleged to be a contributing legal cause. Seller shall save Buyer harmless, for a period of three years after the closing described in paragraph 13 herein, 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.

Any limitation herein on Seller's contractual obligation to indemnify Buyer as specified in this paragraph 4.B. 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.

5. SURVEY. Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by 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 unless waived by Buyer.

6. 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 DSL, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense.

7. 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, provided, however, Seller shall not be required to bring any lawsuits necessary to correct defects in title. 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 mutually agreed upon by the parties, (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 17 of this Agreement shall apply.

8. 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, and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

8.1 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 the 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 Option 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 Option 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 Option 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 Option Agreement or the Easement be subordinated in any other respect.

9. 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, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the easement described in paragraph 8 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 DSL forms provided by DSL.

9.1 BASELINE DOCUMENTATION. Buyer shall prepare baseline documentation adequately documenting the condition of the Property at the date of closing. Seller shall have an opportunity to review and comment on the baseline documentation. 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 therefor absorbed in the same manner the cost of the baseline documentation is absorbed.

10. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required for closing under this Agreement. If DSL 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 DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Buyer elects to terminate the Agreement.

11. 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 8. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Easement.

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are a lien against the Property. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of Seller.

13. 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 with the consent of the Seller.

14. 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 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 warrants that any billboards on the property shall be removed prior to closing.

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 DSL 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 2% 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.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.
16. 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.
17. 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.
18. 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 9. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.
19. RECORDING. Buyer may record this Agreement, or notice of it, in the appropriate county or counties.
20. 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.
21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.
22. 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.
23. 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.
24. 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 DSL, 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 DSL, and shall be subject to the final approval of DSL. 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.
- Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.
25. 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.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto and approved by or on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

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, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

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 Property 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 and indemnities of Seller set forth in this Agreement shall survive the closing and the delivery and recording of the easement described in paragraph 8. of this Agreement.

32. LIKE KIND EXCHANGE. Notwithstanding anything in this Agreement to the contrary, it is understood between the parties that it is Seller's intent to exchange some portion or all of the proceeds from the sale of the Property to Buyer for other properties of like kind in a manner which will cause such transaction to qualify as a like kind exchange under the provisions of Section 1031 of the Internal Revenue Code of 1986 as amended, and that Seller would not enter into this Agreement but for the contemplated like kind exchange. If the Seller is unable to close on the like kind replacement properties at the time of the purchase hereunder, then the Buyer agrees to cooperate with Seller in structuring the purchase of the Property as a like kind exchange, whether simultaneous or deferred. The Buyer's cooperation shall be limited to paying a portion or all of the proceeds into an escrow account until the Seller can identify and contract for like kind replacement properties. Seller acknowledges that Buyer's sole obligation under this paragraph shall be to cooperate with Seller at no additional cost, expense, obligation or liability to Buyer in accommodating Seller's intent to effect a like kind exchange. Seller further acknowledges that Buyer has made no representations or warranties concerning the tax consequences or effect of the exchange contemplated hereunder. Seller agrees to indemnify and hold Buyer harmless from any loss, cost, damage or expense not otherwise contemplated in this Agreement, incurred by Buyer by reason of Buyer's cooperation with Seller in coordinating the like kind exchange contemplated hereunder.

IF THIS INSTRUMENT IS NOT EXECUTED BY THE SELLER, **ON OR BEFORE NOVEMBER 3, 2023**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. BUYER'S EXECUTION OF THIS INSTRUMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER REVENUE BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

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.

[SIGNATURE PAGE TO FOLLOW]

SELLER

FERGUSON-HOUSE FARMS, INC., a Florida corporation

[Signature]
Dwayne A. House, as President

11-2-2023
Date signed by Seller

[Signature]
Witness as to Seller

Kerrin Beach
Printed Name of Witness

4536 SPRINGVIEW Circle
Witness Address

Laedle FL 33935
Witness Address

[Signature]
Witness as to Seller

Priscilla Perez
Printed Name of Witness

3002 Hart CT
Witness Address

LaBelle, FL 33935
Witness Address

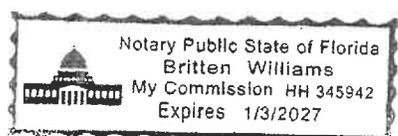
STATE OF FLORIDA)

COUNTY OF Hendry

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of November, 2023 by Dwayne A. House, as President on behalf of Ferguson-House Farms, Inc. 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)



[Signature]
Notary Public

Britten Williams
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: HH 345942

My Commission Expires: 1/3/27

BUYER

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

BY DIVISION OF STATE LANDS OF THE STATE
OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Witness as to Buyer

Printed Name of Witness

3800 Commonwealth Blvd., MS 115

Witness Address

Tallahassee, Florida 32399-3000

Witness Address

Witness as to Buyer

Printed Name of Witness

3800 Commonwealth Blvd., MS 115

Witness Address

Tallahassee, Florida 32399-3000

Witness Address

BY: _____

NAME: Callie DeHaven

AS ITS: Director, Division of State Lands

Date signed by Buyer

Approved as to Form and Legality

By: _____

Date: _____

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023 by Callie DeHaven, Director, Division of State Lands, the State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A parcel of land lying within Sections 2, 3, 10, 11, 14, 15 and 16, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

From the northeast corner of said Section 10, run North 89° 29' 29" West, along the north line of said Section 10, a distance of 989.69 feet to the Point of Beginning; thence North 26° 40' 59" East, 1108.23 feet; thence South 89° 49' 54" East, 216.20 feet; thence North 00° 12' 06" East, 10.00 feet; thence South 89° 47' 54" East, 2246.90 feet; thence South 00° 55' 48" East, 599.12 feet; thence South 11° 17' 55" West, 8617.61 feet; thence South 88° 37' 59" West, 2571.59 feet; thence South 01° 22' 01" East, 120.00 feet; thence North 88° 37' 59" East, 2401.21 feet; thence North 88° 32' 46" East, 143.47 feet; thence South 11° 17' 55" West, 803.08 feet; thence South 24° 47' 56" West, 2001.83 feet; thence South 88° 37' 59" West, 4356.17 feet; thence South 88° 38' 41" West, 1168.19 feet; thence North 26° 40' 59" East, 4310.65 feet; thence North 63° 19' 01" West, 200.00 feet; thence North 26° 41' 01" East, 7804.44 feet, to the Point of Beginning.

AND:

A parcel of land lying within Sections 21 and 22, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

Beginning at the northwest corner of said Section 22; thence North 88° 38' 09" East, along the north line of said Section 22, a distance of 4356.17 feet; thence South 24° 47' 56" West, along the westerly right of way line of the C-2 Canal (a 200 foot wide right of way), 2595.27 feet; thence South 16° 07' 51" West, 331.30 feet; thence South 89° 15' 32" West, 3125.22 feet; thence South 01° 05' 01" East, 75.00 feet; thence South 89° 15' 32" West, 2571.46 feet; thence North 26° 40' 59" East, along the easterly right of way of the C-1 Canal (a 200 foot wide right of way), 3012.14 feet; thence North 88° 38' 09" East, along the north line of said Section 21, a distance of 1168.16 feet, to the Point of Beginning.

LESS AND EXCEPT those portions thereof described in the Special Warranty Description to Barron Water Control District recorded in Official Records Book 606, page 1344 of the public records of Hendry County, Florida.

ALSO, LESS AND EXCEPT:

A parcel of land lying in a portion of Sections 2, 3, 10 and 11 Township 43 South, Range 30 East, Hendry County, Florida and being more particularly described as follows:

Commence at the Southeast corner of said Section 3, Thence, along the South line of said Section 3, N.89°26'23"W, for a distance of 990.67 feet to the intersection with the Easterly line of a 130 foot wide Abandoned Railroad Right-of-Way line, the Easterly line of a 130 foot wide Non-Exclusive Drainage Easement as recorded in Official Records Book 508, Page 1514 of the Public Records of Hendry County, Florida and to the POINT OF BEGINNING, Thence, along the said Easterly line, N.26°40'27"E,

Caloosahatchee Ecoscape (Ferguson House Farms)
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EXHIBIT "A"
Continued

a distance of 1107.37 feet to the intersection with the South Right-of-Way line of State Road No. 80, by Warranty Deed from the Board of County Commissioners of Hendry County, Florida, as recorded in Official Records Book 533, Page 1358 of the said Public Records, and as shown on the Right-of-Way Map by the Florida Department of Transportation, Section 07010-0000, Dated 01/20/2010, Thence, along the said South Right-of-Way line of State Road No. 80 for the next three (3) descriptive calls, (1) S89°48'03"E., for a distance of 217.56 feet, Thence, (2) N.00°35'45"W., for a distance of 10.39 feet, Thence, (3) S89°48'03"E., for a distance of 408.45 feet, Thence, leaving the said South Right-of-Way line of State Road No. 80, South, for a distance of 1520.51 feet, Thence, West, for a distance of 1385.65 feet to the intersection with the said Easterly line of the 130 foot wide abandoned Railroad Right-of-Way and the Easterly line of the said Non-Exclusive Drainage Easement, Thence, along the said Easterly line, N.26°40'27"E., a distance of 585.05 feet to the POINT OF BEGINNING.

ALSO, LESS AND EXCEPT:

A parcel of land lying in Section 15, Township 43 South, Range 30 East, Hendry County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 15, Thence, along the North line of said Section 15, S.89°12'43"W., a distance of 1823.40 feet, Thence, along a line that is perpendicular to the North line of said Section 15, S00°47'17"E., a distance of 862.33 feet to the POINT OF BEGINNING, Thence, S.02°32'30"E., for a distance of 612.00 feet, Thence, S87°27'30"W., a distance of 782.94 feet, Thence, N.02°32'30"W., a distance of 512.00 feet, Thence, S.87°27'30"W., a distance of 1757.88 feet to the intersection with the Easterly line of a 130 foot abandoned Railroad Right-of-Way line and the Easterly line of a 130 foot wide Non-Exclusive Drainage Easement, as recorded in Official Records Book 533, Page 1358, of the Public Records of Hendry County, Florida, Thence, along the said Easterly line, N.26°41'11"E., a distance of 114.59 feet, Thence, leaving the said Easterly line, N87°27'30"E., a distance of 2484.87 feet to the POINT OF BEGINNING.

ALSO, LESS AND EXCEPT:

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EXHIBIT "A"
Continued

A PARCEL OF LAND LYING IN SECTION 14, TOWNSHIP 43 SOUTH, RANGE 30 EAST, HENDRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 30 EAST, THENCE N.89°39'22"E., ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 16, A DISTANCE OF 2,698.43 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 16; THENCE N.88°38'35"E., ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 16, A DISTANCE OF 245.41 FEET TO A TANGENT CURVE TO THE LEFT, SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 61°57'40" AND A RADIUS OF 1,690.00 FEET, AND HAVING A CHORD LENGTH OF 1,739.85 FEET AND A CHORD BEARING OF N.57°39'45"E., A DISTANCE OF 1,827.61 FEET TO THE EAST LINE OF A VACATED RAILROAD RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 547, PAGE 573, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, SAID LINE ALSO BEING THE WEST LINE OF CANAL NO. 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 606 PAGE 1344 OF SAID PUBLIC RECORDS; THENCE N.26°40'54"E., ALONG THE EAST LINE SAID VACATED RIGHT-OF-WAY, A DISTANCE A 1,077.57 FEET TO A TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 61°56'56" AND A RADIUS OF 1,610.00 FEET, AND HAVING A CHORD LENGTH OF 1,657.19 FEET AND A CHORD BEARING OF N.57°39'22"E., A DISTANCE OF 1,740.75 FEET; THENCE N.88°37'50"E., ALONG THE NORTH LINE OF CANAL 3-W (AND THE WESTERLY EXTENSION THEREOF), AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 606, PAGE 1344, A DISTANCE OF 4,271.09 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N.01°11'39"W., ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 145.00 FEET; THENCE N.88°37'50"E., ALONG A LINE 145.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID CANAL 3-W, A DISTANCE OF 192.75 FEET TO THE WEST LINE OF CANAL NO. 2, AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 606, PAGE 1344; THENCE S.11°17'59"W., ALONG THE WEST LINE OF SAID CANAL NO. 2, A DISTANCE OF 148.62 FEET TO THE NORTH LINE OF SAID CANAL 3-W; THENCE S.88°37'50"W., ALONG THE NORTH LINE OF SAID CANAL 3-W, A DISTANCE OF 160.60 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 43 SOUTH, RANGE 30 EAST, HENDRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 30 EAST, THENCE N.89.39'22"E., ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 16, A DISTANCE OF 2,698.43 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 16; THENCE N.88°38'35"E., ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 16, A DISTANCE OF 245.41 FEET TO A TANGENT CURVE TO THE LEFT, SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 61°57'40" AND A RADIUS OF 1,690.00 FEET, AND HAVING A CHORD LENGTH OF 1,739.85 FEET AND A CHORD BEARING OF N.57°39'45"E., A DISTANCE OF 1,827.61 FEET TO THE EAST LINE OF A VACATED RAILROAD RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 547, PAGE 573, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, SAID LINE ALSO BEING THE WEST LINE OF CANAL NO. 1 AS DESCRIBED IN OFFICIAL RECORDS BOOK 606 PAGE 1344 OF SAID PUBLIC RECORDS; THENCE N.26°40'54"E., ALONG THE EAST LINE SAID VACATED RIGHT-OF-WAY, A DISTANCE A 1,077.57 FEET TO A TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 28°51'47" AND A RADIUS OF 1,610.00 FEET, AND HAVING A CHORD LENGTH OF 802.50 FEET AND A CHORD BEARING OF N.41°06'48"E., A DISTANCE OF 811.04 FEET TO A POINT ON THE EAST LINE OF SAID CANAL NO. 1, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N.26°40'54"E., ALONG THE EAST LINE OF SAID CANAL NO. 1, A DISTANCE OF 267.78 FEET TO A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 25°24'24" AND A RADIUS OF 1,755.00 FEET, AND HAVING A CHORD LENGTH OF 771.86 FEET AND A CHORD BEARING OF N.75°55'38"E., A DISTANCE OF 778.22 FEET; THENCE N.88°37'50"E., ALONG A LINE 145.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF CANAL 3-W (AND THE WESTERLY EXTENSION THEREOF), AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 606, PAGE 1344, A DISTANCE OF 4,271.53 FEET TO THE EAST LINE OF SECTION 15; THENCE S.01°11'39"E., ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 145.00 FEET TO THE NORTH LINE OF SAID CANAL 3-W; THENCE S.88°37'50"W., ALONG THE NORTH LINE OF SAID CANAL 3-W (AND THE WESTERLY EXTENSION THEREOF), A DISTANCE OF 4,271.09 FEET TO A TANGENT CURVE TO THE LEFT, SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 33°05'09" AND A RADIUS OF 1,610.00 FEET, AND HAVING A CHORD LENGTH OF 916.84 FEET AND A CHORD BEARING OF S.72°05'16"W., A DISTANCE OF 929.71 FEET TO THE POINT OF BEGINNING.

NOTE: This legal description is for contract purposes, there may be revisions based on a boundary survey and title insurance commitment of the property.

BSM APPROVED

Caloosahatchee Ecoscape (Ferguson House Farms)
Ferguson House Farms, Inc.
Hendry County
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By: J.A. Date: 09/26/2023

Exhibit "B"

Project Name: Caloosahatchee Ecoscape/Ferguson-House Farms
This instrument prepared by and returned to:
Tanja Hall
Division of State Lands
3900 Commonwealth Blvd.
Mail Station 115
Tallahassee, FL 32399-3000

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this ___ day of _____, 2023, by FERGUSON-HOUSE FARMS, INC., a Florida corporation, whose address is P.O. Box 014739, Miami, Florida 33101 ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection ("DEP"), Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, ("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.

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in Hendry County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by reference (hereinafter, the "Property").

B. Grantor and the Grantee mutually recognize the special character of the Property and have the common purpose of conserving certain values and character of the Property by conveyance to the Grantee of a perpetual conservation easement on, under, over, and across the Property, to conserve the character of the Property, continue certain land use patterns that do not significantly impair the character of the Property, and prohibit certain further development activity on the Property.

C. The specific conservation values of the Property are documented in the "Baseline Inventory Report for the Ferguson-House Farms Conservation Easement Tract in Hendry County, Florida", dated XXXX ("Baseline Documentation"), which 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 grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation is maintained in the offices DEP and is incorporated by this reference. A copy of the Baseline Documentation is available from the DEP on request.

D. Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition.

E. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

F. 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.

To achieve these purposes, and in consideration of \$10.00 and other good and valuable consideration, including but not limited to the 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 §704.06, 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 a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement 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, and licensees.

ARTICLE II. PURPOSE OF EASEMENT

It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wooded condition to provide a relatively natural habitat for fish, wildlife, plants or similar ecosystems, and to preserve portions of the Property as productive farmland and forest land that sustains for the long term both the economic and conservation values of the Property and its environs, through management guided by the following principles:

- Protection of scenic and other distinctive rural character of the landscape;
- Maintenance of soil productivity and control of soil erosion;
- Maintenance and enhancement of wildlife and game habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance or creation of a healthy balance of uneven aged timber classes;
- Maintenance or improvement of the overall quality of the timber resource;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of surface water quality, the Floridan Aquifer, wetlands, and riparian areas;
- 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 existing upland/wetland natural communities;
- Restoration of disturbed upland/wetland natural communities.

The above purposes are hereinafter sometimes referred to as "the Conservation Purposes". Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the Conservation Purposes of this Easement.

ARTICLE III. RIGHTS GRANTED TO THE GRANTEE

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

A. The right to enforce protection of the conservation values of the Property;

B. All future residential, commercial, industrial and incidental development rights 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 at reasonable times in order to monitor compliance with and

otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

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

E. The right of ingress and egress to the Property.

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

G. A right to notice of intent to sell. The terms of this right are such that if Grantor intends to sell the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantee notice of such intent, and 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, 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 120 days from said notice to Grantee, Grantor may sell the Property free of the right granted herein. If the Property, or such portion thereof or interest therein as is applicable, has not sold within 18 months after Grantee's notice to Grantor that Grantee does not intend to negotiate acquisition of the property or within 18 months after failure to reach agreement to terms of an acquisition. Any intent to sell the Property thereafter shall require renewed notice to Grantee. This right of notice shall not be triggered by sales or transfers between Grantor and lineal descendants of Grantor; members, shareholders, or partners 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.

H. The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a legally recognizable claim for attorney fees) arising out of any negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property.

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 to the Grantor to the best of Grantor's knowledge.

J. The right to have the Property maintained as reflected on the Baseline Documentation, as 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. If Grantor fails to cut and remove timber damaged by natural disaster, fire, infestation or the like, then the right, but not the duty, of Grantee, in its sole discretion to cut and remove said timber. 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 IV. PROHIBITED USES

The Property shall be maintained to preserve the Conservation Purposes of this Easement. 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:

A. No soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property. This prohibition shall not be construed to include reasonable amounts of waste generated as a result of allowed activities.

B. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of allowed activities.

C. Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation 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, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property, unless approved by DEP or the water management district ("WMD") for the purposes of environmental benefits through altered hydrology and/or improved water quality. Provided, however, Grantor may continue to operate, maintain, or replace existing groundwater wells and water control structures incident to allowed uses on the Property, subject to legally required permits and regulations. Notwithstanding this restriction, Grantor shall be allowed to install two new wells for agriculture purposes allowed under Article V. In addition, Grantor shall be allowed to maintain and deepen existing watering holes as depicted in the Baseline Documentation.

D. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Property having historical or archaeological significance. Grantor shall notify the Florida Department of Historical Resources or its successor ("FDHR") if historical, archaeological or cultural sites are discovered on the Property, and any sited deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist at the time of entering into this easement. Grantor will follow the Best Management Practices of the Division of Historic Resources, as amended from time to time.

E. The removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation except as otherwise specifically provided in this Easement. Except for domestic pasture grasses needed to support allowed grazing activity and approved by the Institute for Food and Agricultural Sciences, no other invasive or non-native plants may be planted on the Property. The Grantor shall, to the extent practical, control and prevent the spread of invasive 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 invasive plant removal plan for the eradication of invasive or non-native 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.

F. Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity including but not limited to swine, sheep, goats and small ruminants, dairy and poultry operations and confined animal feed lot operations.

G. 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 normal operations of the Property or during emergency situations or as may otherwise be specifically provided for hereinafter. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes.

H. The construction or creation of new roads or jeep trails, except in agricultural areas depicted in the Baseline Documentation.

I. There shall be no operation of motorized vehicles except on established trails and roads unless necessary: (i) to protect or enhance the Conservation Purposes of this Easement, (ii) for emergency purposes, (iii) for livestock ranching purposes, and (iv) to retrieve game that has been hunted legally.

J. Areas currently improved for agricultural activities as established by the Baseline Documentation may continue to be used for those activities. Areas that are currently in improved pasture as depicted in the Baseline

Documentation shall not be converted to more intense agricultural use. Lands that are depicted in the Baseline Documentation as being natural areas shall remain natural areas.

K. If the Property is in a spring recharge area, fertilizer use for agriculture activities shall be in accordance with agricultural best management practices recommended therefor by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits.

L. Actions or activities that may reasonably be expected to adversely affect threatened or endangered species.

M. Any subdivision of the land except as may otherwise be provided in this Easement.

N. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Property, except that Grantee may erect and maintain signs designating the Property as land under the protection of Grantee.

O. There shall be no commercial water wells on the Property.

P. There shall be no mitigation bank established pursuant to sections 373.4135 et seq. Florida Statutes, on the Property.

ARTICLE V. GRANTOR'S RESERVED RIGHTS

Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, the following specified rights, which are deemed to be consistent with the Conservation Purposes of the Easement. The exercise of the Reserved Rights shall be in full accordance with all applicable local, state and federal law, as amended from time to time, as well as in accordance with the Conservation Purposes of this Easement.

A. The right to observe, maintain, photograph, introduce and stock fish or wildlife, native to the state of Florida, on the Property; to use the Property for non-commercial hiking, camping, and horseback riding, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated above. Grantor reserves, and shall continue to own, the hunting and fishing rights on, or related to, the Property, including the right to construct, locate, and maintain temporary structures typically used for hunting that result in no surface alteration, so long as said structures do not cause impacts adverse to the conservation values of the Property, and Grantor may lease and sell privileges of such rights.

B. The right to conduct controlled or prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

C. The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.

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

E. The right to continue to use, maintain, repair, and reconstruct, but not to relocate or enlarge, all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches and such other facilities on the Property as depicted in the Baseline Documentation. If any of the now existing facilities on the Property requires reconstruction or replacement due to depreciation, obsolescence, destruction or severe damage, the replacement structures may be increased in size no larger than one hundred twenty-five (125%) percent of the size of the original structure it replaces as such size is documented in the Baseline Documentation and shall be situated at the same site.

F. The right to exclusive use of the improvements depicted in the Baseline Documentation and as otherwise allowed in this Easement.

G. The right to continue existing agricultural practices as depicted in the Baseline Documentation. Grantor may use commonly accepted fertilizers, pesticides and herbicides, so long as Grantor uses agricultural best management practices as may be adopted from time to time by the Florida Department of Agriculture and Consumer Services or its successor.

H. The right to host on the Property relocated endangered or threatened species or species of special concern that are native to the State of Florida.

I. The right to maintain or restore the existing natural upland (wetland/both) communities on the Property, as depicted in the Baseline Documentation; or the right to restore the disturbed upland (wetland/both) to its native condition by engaging in activities that may include, but are not limited to, removal of invasive non-native plant and animal species, implementation of prescribed fire, and the reintroduction of native plant and animal species in consultation with qualified public or private land management agencies.

J. The right to maintain Grantor's commercial cattle operation. The cattle operation shall be conducted in accordance with best management practices for cow/calf operations published by the Florida Department of Agriculture and Consumer Services, as amended from time to time. Grantor reserves the right to introduce other grazing livestock species, after written notice to Grantee specifying the species and area to be grazed and approval by Grantee, provided said grazing operations are conducted in accordance with the best management practices of the Florida Department of Agriculture and Consumer Services.

K. Grantor reserves the right in the silvicultural or agricultural areas as depicted in the Baseline Documentation, to construct such additional agricultural structures as may be required for its agricultural operations, such as stables, equipment barns, and tool sheds, so long as such structures do not significantly impair the conservation values of the Property and do not exceed 10,000 cumulative square feet.

L. The right to utilize brush management practices such as mowing, roller-chopping or aeration to maintain or enhance any natural area provided such activity is conducted in a manner consistent with any best management practices or practice guidelines published by any agency for such management activity. Any brush management seeking to convert habitat to more intensive agricultural use is prohibited.

M. The right to maintain and construct perimeter fencing of the property to protect the property from trespassing and Grantor may add new fencing, cross fencing and pens in the agricultural areas as depicted in the Baseline Documentation for the management of the Grantor's grazing operation, so long as such fencing does not significantly impair the conservation values of the Property.

N. The right to participate in programs or projects that benefit from, enhance and/or manage the environmental attributes or permissible agricultural uses of the Property and which may also be of economic benefit to the Grantor, so long as participation in such programs is consistent or complimentary with the Conservation Purposes.

O. The right to maintain existing food plots for game as indicated in the Baseline Documentation and the right to create new food plots for game only with the approval of the Office of Environmental Services of the Division of State Lands.

P. The right to engage in silviculture in those areas depicted on the Baseline Documentation as silvicultural or agricultural areas in accordance with the best management practices of the Florida Forest Service of the Florida Department of Agriculture and Consumer Services or its successor. There shall be no harvesting in wetlands. Notwithstanding the terms of this paragraph, Grantor shall continue to have the right to prune and thin trees according to accepted forestry practices and to remove trees that are damaged, diseased, or dangerous.

Q. The right to cultivate and harvest hay from the existing pasture or hay area as depicted on the Baseline Documentation in accordance with best management practices published by the Florida Department of Agriculture and Consumer Services, as amended from time to time.

R. The right to construct one (1) new residential structure on the Property, along with access driveways, and appropriate-sized outbuildings such as barns, as more particularly described hereinafter. The residential structure shall be limited to 5,000 square feet, including overhangs, porches and other such non-heated and cooled areas, and have no more than two related outbuildings limited to 2,000 square feet each. The new residential and outbuilding impacts, exclusive of a new pervious access driveway, shall be limited to 2.5 contiguous acres each. All of which shall be located at least 150 feet from any wetland area as identified in the Baseline Documentation.

S. The right to divide the Property for sale or other disposition by Grantor into a total of two (2) parcels, so long as the subdivisions meet the following criteria:

1. The parcels shall be no less than 400 acres each.
2. In advance of recording a deed relating to any subdivision authorized herein, Grantor shall provide legal descriptions and surveys for each parcel at the time of the subdivision.
3. For any subdivided parcels, the allocation of reserved rights for agricultural uses and residential development shall be addressed in a restrictive covenant that shall run with the land and authorize the State to enforce the terms.
4. The provisions of this paragraph shall not be construed as releasing the subdivided lots from the terms of this Easement. The terms of this Easement shall remain in full force and effect over the allowed subdivided lots as well as the remaining area of the Property.

ARTICLE VI. GRANTEE'S REMEDIES

A. **Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement 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 resulting from any use or activity inconsistent with the Conservation Purposes of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (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 enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, 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 conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph 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 paragraph, 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 paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. **Grantee's Discretion.** 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.

C. **Waiver of Certain Defenses.** Grantor hereby waives any defense of estoppel, adverse possession or prescription.

D. **Acts Beyond Grantor's Control.** 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, without limitation, 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.

E. **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, 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, including, without limitation, reasonable attorney fees, 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, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraph VIII.A. and VIII.B.; and (3) the existence or administration of this Easement.

ARTICLE VII. NO 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.

ARTICLE VIII. 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 three (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 circumstances arise in the future such as render the Conservation Purposes of this Easement impossible 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, 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 paragraph VIII.D. Grantee shall use all such proceeds in a manner consistent with the Conservation Purposes of this grant 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 of 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 paragraph VIII.C., 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

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. 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, Grantee shall be entitled to compensation in accordance with applicable law.

F. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to allowed entities under §193.501, Florida Statutes, and §704.06, Florida Statutes, whose purposes include the conservation of land or water areas or the preservation of sites or properties. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out. Additionally, Grantee acknowledges that release or conveyance of certain rights under this Easement is subject to §193.501, Florida Statutes, and Grantee shall comply with the provision of §193.501, Florida Statutes, to the extent it is applicable to this Easement.

G. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor 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.

H. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other.

I. **Recordation.** Grantee shall record this instrument and any amendments in timely fashion in the official records of Hendry County, Florida, 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 nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

K. **Amendments.** The terms and provisions 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. The Grantor acknowledges that amendments that release or convey certain rights under this Easement may be subject to §193.501, Florida Statutes, and any such amendments shall comply with the provisions of §193.501, Florida Statutes, to the extent it is applicable to such amendment.

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 grant to effect the Conservation Purposes of this Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement 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. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

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

Q. **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.

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

S. **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.

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

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

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

GRANTOR

FERGUSON-HOUSE FARMS, INC., a Florida corporation

Witness as to Grantor

Dwayne A. House, President

Printed Name of Witness

Date signed by Grantor

Witness as to Grantor

Phone No. _____
8 a.m. – 5 p.m.

Printed Name of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization; this ___ day of _____, 20___ by Dwayne A. House, as President for and on behalf of Ferguson-House Farms, Inc., a Florida corporation. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

GRANTEE

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

BY DIVISION OF STATE LANDS OF THE STATE
OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Witness as to Grantee

BY: _____
NAME: Callie DeHaven
AS ITS: Director, Division of State Lands

Printed Name of Witness

Witness as to Grantee

Date signed by Grantee

Printed Name of Witness

Approved as to Form and Legality

By: _____

Date: _____

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization; this _____ day of _____, 20___ by Callie DeHaven, Director, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(CORPORATION/PARTNERSHIP)

Before me, the undersigned authority, personally appeared Dwayne A. House ("affiant"), this 2nd day of November, 2023 who, first being duly sworn, deposes and says:

1) That affiant is the President of Ferguson-House Farms, Inc., as "Seller", whose address is P.O. Box 014739, Miami, Florida 33101, 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>
Golden Hawk, Inc.	3790 N.W. 11th St. Miami, FL 33126	100% of Ferguson-House Farms, Inc.
Dwayne A. House, as Trustee of the Dwayne A. House Revocable Trust dated 11/20/2007	P.O. Box 014739 Miami, FL 33101	100% of Golden Hawk, Inc.
Dwayne A. House	P.O. Box 014739 Miami, FL 33101	100% of Dwayne A. House, as Trustee of the Dwayne A. House Revocable Trust dated 11/20/2007

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, costs, 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>
Keith Fountain Law, PLLC	P.O. Box 845 DeLand, FL 32721	Attorney's fees	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>
Non-Applicable			

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.

[Handwritten Signature]
AFFIANT

Dwayne A. House, as President

STATE OF FLORIDA)

COUNTY OF Hendry

SWORN TO AND SUBSCRIBED before me this 2nd day of November, 2023, by Dwayne A. House, as President on behalf of Ferguson-House Farms, Inc. 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)



[Handwritten Signature]

Notary Public
Britten Williams

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: HH 345942

My Commission Expires: 1/3/27

ADDENDUM
(CORPORATE/FLORIDA)

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

1. Corporate resolution that authorizes the sale of the Property to Purchaser 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 Purchaser entering into this Agreement and to consummate the transaction contemplated herein, Seller covenants, represents and warrants to Purchaser as follows:

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

At the closing, Seller shall deliver to Purchaser 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.

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

SELLER
FERGUSON-HOUSE FARMS, INC.

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

BY DIVISION OF STATE LANDS OF THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

BY: 
NAME: Dwayne A House
AS ITS: President

BY: _____
NAME: _____
AS ITS: _____

(CORPORATE SEAL)

11/02/2023
Date signed by Seller

Date signed by Buyer



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

MEMORANDUM

TO: Tanya Hall, Program Consultant, BRES, DSL
FROM: Frances Alford, Senior Appraiser,, Bureau of Appraisal
APPROVED BY: Jay Scott, Chief, Bureau of Appraisal
SUBJECT: Appraisal Approval Memorandum
DATE: November 11, 2023

Project: Caloosahatchee Ecoscape - Ferguson House Farms
BA File No.: 23-8567
County: Hendry

Fee Appraisers: (1) Riley K. Jones, MAI, SRA Date of Value: 07/28/2023
(2) Joseph S. String, MAI Date of Value: 07/28/2023

Review Appraiser: Philip S. Holden, MAI Date of Review: 10/4/2023

Owner	Land Size (Acres)	Appraised Values		Maximum Value	Divergence
		(1)	(2)		
Ferguson-House Farms Inc.	1,425.5	\$5,350,000	\$5,000,000	\$5,350,000	7%

COMMENTS ON DIVERGENCE:

The divergence in value falls within the acceptable range as indicated in 18-1.006, Florida Administrative Code.

SUMMARY OF COMMENTS:

An administrative review of the appraisals and the attached appraisal review memorandum performed for the above referenced property has been conducted.

The contract review appraiser conducted a “technical review” which is a detailed review of the appraisals of the above referenced property. In the technical review, the review appraiser provides a certification indicating that the appraisal reports and the appraisal review were performed in accordance with the Uniform Standards of Professional Appraisal Practice as well as with the current edition of the Supplemental Appraisal Standards for the Board of Trustees.

The review appraiser’s memorandum and comments as to the content and appropriateness of the methods, techniques and data are accepted. The review appraiser states that the appraisal reports comply with the required standards and are approved as reviewed.

Frances Alford

Staff Appraiser

Jay Scott

Chief Appraiser

A TECHNICAL REVIEW MEMORANDUM OF APPRAISALS

**PROJECT: CALOOSAHATCHEE ECOSCAPE FF
OWNER: FERGUSON-HOUSE FARMS, INC.
B/A FILE NUMBER: 23-8567**

**PROPERTY LOCATED AT
THE SOUTH SIDE OF EAST STATE ROAD 80
APPROXIMATELY 6.2 MILES EAST OF LABELLE
HENDRY COUNTY, FL**

APPRAISALS PREPARED BY:

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



**FLORIDA REAL ESTATE ADVISORS, INC.
5802 HOFFNER AVENUE, SUITE 701
ORLANDO, FL 32822**

**PREPARED FOR:
BUREAU OF APPRAISAL, DIVISION OF STATE LANDS
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
3900 COMMONWEALTH BOULEVARD, MS 110
TALLAHASSEE, FL 32399-3000**

**AS OF
JULY 28, 2023**

REVIEWER

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

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

JOB NO. 3476



REAL ESTATE APPRAISERS AND CONSULTANTS

Licensed Real Estate Broker

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

October 6, 2023

Ms. Frances Alford, Senior Appraiser
Bureau of Appraisal, Division of State Lands
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 110
Tallahassee, FL 32399-3000

Re: Technical Review Memorandum
Project: Caloosahatchee Ecoscape FF
Owner: Ferguson-House Farms, Inc.
B/A File No.: 23-8567

Dear Ms. Alford:

As per the task assignment, I have reviewed the appraisal reports on the captioned property with an effective date of July 28, 2023, prepared by:

- Joseph S. String, MAI, State-Certified General Real Estate Appraiser RZ96 of String Appraisal Services, Inc., (String) and
- Riley K. Jones, MAI, SRA, State-Certified General Real Estate Appraiser RZ3529 of Florida Real Estate Advisors, Inc. (Jones)

The effective date of the reviewer's opinions and conclusions is October 6, 2023.

The appraisers were requested to provide the Florida Department of Environmental Protection with an estimate of the impact on market value from encumbering the 1,425.5-acre subject with a proposed conservation easement. The appraisers both appropriately valued the subject property using the before and after approach with the difference indicating the estimated the impact on market value of the conservation easement. The effective date of value for both reports was July 28, 2023 as both appraisers and inspected the property at the same time. The values estimated are subject to easements and encumbrances identified in the American Government Services Corporation Title Insurance Policy 32333, with an effective date of April 12, 2023, and proposed Conservation Easement (CE) documents provided. The ownership is held under the name Dwayne A. House Revocable Trust.

Ms. Frances Alford, Senior Appraiser
Bureau of Appraisal, Division of State Lands
Page Two
October 6, 2023

The client is the FDEP, Division of State Lands, Bureau of Appraisal (BA). The intended users for this Technical Review Memorandum, as well as the appraisal reports on which it is based, include:

- FDEP, Division of State Lands, Bureau of Appraisal (BA),
- The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF),

The intended use of the appraisals is to assist the State with decisions relating to the potential purchase of a conservation easement.

Scope of Work

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

This technical review was prepared in conformance with:

- The *Uniform Standards for Professional Appraisal Practice (The Appraisal Foundation, 2020-2021, effective through December 31, 2023)*, (USPAP),
- The Supplemental Appraisal Standards for the Board of Trustees (SASBOT, 2016) for the State of Florida, as well as Rule 18-1.006, Florida Administrative Code (FAC),
- *Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.*

I personally inspected the subject property along with the appraisers, owner Dwayne A. House and owner agent Keith Fountain on July 28, 2023, to become familiar with the subject and this particular area of Hendry County. This review was limited to the information, data and analysis contained in the reports as no additional research was conducted by me, nor have I substituted my judgement for that of the appraisers. The ownership appraised and the market were thoroughly analyzed and described in the reports as presented so additional research was not necessary.

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

Ms. Frances Alford, Senior Appraiser
Bureau of Appraisal, Division of State Lands
Page Three
October 6, 2023

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

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

I have reviewed the reports, discussed the relevant appraisal issues about the property and the interests being appraised with the appraisers and the client, and requested amendments for clarification and providing additional support where necessary. Standards 3 and 4 of the Uniform Standards of Professional Appraisal Practice (USPAP) 2020-2021 Edition, extended through 2023, the requirements of the FDEP, SASBOT (2016), and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute have been applied in the development and communication of this Technical Review Memorandum.

Conclusion

The appraisers developed independent, supportable indications of before value (fee simple interest subject to the title issues as best they could be understood) and after value (remainder interest). The difference between these market value indications is the impact the proposed conservation easement interest has on market value for the Ferguson-House Farms, Inc. property as follows. The slight divergence between the market value conclusions is considered insignificant.

Note the per acre prices shown below differ slightly from the reconciled per acre values developed by each appraiser as they are based on the rounded market value and impact conclusions divided by the subject's 1,425.5 acres.

Ms. Frances Alford, Senior Appraiser
 Bureau of Appraisal, Division of State Lands
 Page Four
 October 6, 2023

	STRING	
<i>Effective Date of Value:</i>	<i>July 28, 2023</i>	
Before Value (Fee Simple Interest)	\$10,000,000	\$7,015 per acre
Less After Value (Remainder Interest)	<u>\$5,000,000</u>	\$3,508 per acre
Conservation Easement Interest Impact	\$5,000,000	\$3,508 per acre

	JONES	
<i>Effective Date of Value:</i>	<i>July 28, 2023</i>	
Before Value (Fee Simple Interest)	\$10,350,000	\$7,250 per acre
Less After Value (Remainder Interest)	<u>\$5,000,000</u>	\$3,508 per acre
Conservation Easement Interest Impact	\$5,350,000	\$3,753 per acre

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

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

Thank you for the opportunity to serve Florida's Department of Environmental Protection.

Respectfully,
 S. F. HOLDEN, INC.

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

/sh

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ADDENDA

Qualifications

TECHNICAL REVIEW MEMORANDUM

FDEP Project Identification	Caloosahatchee Ecoscape FF Ferguson-House Farms, Inc. B/A File No. 23-8567
Parcel Identification No.	Hendry County PCNs 1-30-43-02-A00-0004.0000, 1-30-43-03-A00-0003.0000, 1-30-43-10-A00-0003.0000, 1-30-43-11-A00-0004.0000, 1-30-43-14-A00-0006.0000, 1-30-43-14-A00-0007.0000, 1-30-43-15-A00-0007.0000, 1-30-43-16-A00-0005.0000, 1-30-43-21-A00-0006.0000, 1-30-43-22-A00-0006.0000
Legal Description	Abridged: Sections 2, 3, 10, 11, 14, 15, 16, 21 & 22, Township 43 South, Range 30 East, Hendry County, Florida
Owner	Ferguson-House Farms, Inc. P. O. Box 14739 Miami, FL 33101
Appraisal Firms	Joseph S. String, MAI State-Certified General Real Estate Appraiser RZ96 String Appraisal Services, Inc. 6039 Cypress Gardens Boulevard, Suite 420 Winter Haven, FL 33884 Riley K. Jones, MAI, SRA State-Certified General Real Estate Appraiser RZ3529 Florida Real Estate Advisors, Inc. 5802 Hoffner Avenue, Suite 701 Orlando, FL 32822
Property Location	The subject ranch is located on the south side of East State Road 80, approximately 6.2 miles east of the town of LaBelle, within the Port LaBelle Community Development Area, in a rural-suburban area of north central Hendry County, Florida. The subject property lies on the south side of the Hendry-Glades County line.
Dates	Holden Effective date of reviewer's opinions and conclusion October 6, 2023

TECHNICAL REVIEW MEMORANDUM

	String	Date of Inspection / Value Date of Report	July 28, 2023 October 6, 2023									
Dates	Jones	Date of Inspection / Value Date of Report	July 28, 2023 October 9, 2023									
Interest Appraised	<p>Before Analysis: Fee simple interest subject to those exceptions identified in American Government Services Corporation Title Policy 32333 dated April 12, 2023. Please note that the appraisers found the title policy provided was unusually convoluted and difficult with over 300 pages of documents it is beyond the scope and expertise of appraisers to make determinations as to the possible impact on highest and best use/market value. Opinions of title should be made by legal counsel and title experts.</p> <p>After Analysis: Fee simple interest subject to those exceptions identified in American Government Services Corporation Title Policy 32333 dated April 12, 2023, and subject to the terms and conditions of the proposed "Deed of Conservation Easement".</p>											
Ownership History	<p>There have been no sales of the subject property in the past 20 years. The subject is not known to be listed for sale and there are no pending contracts.</p>											
Size / Shape	<p>The property that was the subject of the two reports contains 1,425.5 acres, with a land breakdown as follows:</p> <table border="0" data-bbox="584 1407 1445 1533"> <tr> <td data-bbox="584 1407 974 1449">Uplands</td> <td data-bbox="1039 1407 1153 1449">96.7%</td> <td data-bbox="1218 1407 1445 1449">1,377.8 acres</td> </tr> <tr> <td data-bbox="584 1449 974 1491">Wetlands</td> <td data-bbox="1039 1449 1153 1491"><u>3.3%</u></td> <td data-bbox="1218 1449 1445 1491"><u>47.7 acres</u></td> </tr> <tr> <td data-bbox="584 1491 974 1533">Total</td> <td data-bbox="1039 1491 1153 1533">100.0%</td> <td data-bbox="1218 1491 1445 1533">1,425.5 acres</td> </tr> </table> <p>The property is irregular in shape with a retained out-parcel that was not part of the 1,425.5-acre subject that lies within the southern portion of the property containing 11 acres, plus another retained parcel that fronts the south side of SR 80 off the northwest corner of the subject.</p>			Uplands	96.7%	1,377.8 acres	Wetlands	<u>3.3%</u>	<u>47.7 acres</u>	Total	100.0%	1,425.5 acres
Uplands	96.7%	1,377.8 acres										
Wetlands	<u>3.3%</u>	<u>47.7 acres</u>										
Total	100.0%	1,425.5 acres										
Access	<p>The subject property has approximately 1,825 lineal feet of frontage on the south side of the eastbound lanes of East State Road 80, a major 4-lane arterial highway with median cuts and deceleration lanes.</p>											

TECHNICAL REVIEW MEMORANDUM

2022 Assessed Value	Just Value Taxable Value 2022 Taxes	\$11,488,108 (\$7,689/acre) \$207,196 (\$139/acre) \$36,579.60 (\$24.48/acre)
2022 Assessed Value	Note that the assessment is based on 1,494.11 acres as reported by the Hendry County Property Appraiser.	
Zoning	"A-2" (General Agriculture) Zoning Classification, which allows agriculture, silviculture, recreation, and low-density residential subdivision at a density of one dwelling unit per five acres.	
Future Land Use	Predominately an "Agriculture" Future Land Use Classification but with three small areas of "Agriculture Conservation" that allows agriculture, silviculture, recreation, and low-density residential subdivision with the density of the "Agriculture" future land use at one dwelling unit per five acres and the density of the "Agriculture Conservation" future land use at one dwelling unit per 20 acres.	
Utilities	Public utilities include electric, telephone, and water services. Development relies upon individual septic systems. Hendry County is responsible for police, fire, and emergency medical services.	
Topography	<p>The C-2 Canal lies along the entire eastern border and the C-1 Canal lies along the south 1.3 miles of the western border of the subject. A 130' wide abandoned railroad right-of-way lies along the north 1.4 miles of the northwestern border. There is also a 120' wide outparcel strip of land containing 7.05 acres that juts in from the east boundary near the center of the ranch. North of, and adjacent to, this outparcel is an 80' wide public right-of-way easement that connects the west to the east borders called Helms Road, which is not developed or useable that a George F. Young survey shows as "To Be Vacated".</p> <p>The subject land slopes slowly downward from south to north. The highest elevations are on the south side at 23' above sea level. The elevation steadily declines eventually to its lowest elevation of 17' above sea level near the north boundary.</p>	

TECHNICAL REVIEW MEMORANDUM

	<p>The dominant upland land cover is improved pasture, unimproved pasture some of which had been farmed in the past, woodland pasture, and mixed rangeland. The dominant wetland cover, from the most significant to the least significant, is wetland forested mixed, wet prairie, cypress, freshwater market / graminoid prairie marsh and cypress – domes heads.</p>																		
Soils	<p>The NRCS Soil Maps indicate a total of 20 different soils found on the subject. The following are the major soils on the property as follows:</p> <table><thead><tr><th><i>Map Unit</i></th><th><i>Soil Description</i></th></tr></thead><tbody><tr><td>07-Immokalee sand</td><td>23%</td></tr><tr><td>08-Malabar sand</td><td>18%</td></tr><tr><td>29-Oldsmar sand, limestone substratum</td><td>11%</td></tr><tr><td>22-Valkaria sand</td><td>8%</td></tr><tr><td>01-Cypress Lake sand</td><td>8%</td></tr><tr><td>15-Myakka sand</td><td>7%</td></tr><tr><td>26-Holopaw sand, limestone substratum</td><td>5%</td></tr><tr><td>02-Pineda sand, limestone substratum</td><td>4%</td></tr></tbody></table> <p>These are typical soils for the area.</p>	<i>Map Unit</i>	<i>Soil Description</i>	07-Immokalee sand	23%	08-Malabar sand	18%	29-Oldsmar sand, limestone substratum	11%	22-Valkaria sand	8%	01-Cypress Lake sand	8%	15-Myakka sand	7%	26-Holopaw sand, limestone substratum	5%	02-Pineda sand, limestone substratum	4%
<i>Map Unit</i>	<i>Soil Description</i>																		
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02-Pineda sand, limestone substratum	4%																		
Flood Zone Information	<p>The subject lies in the following zones, according to FEMA Flood Maps: 12043C0490E, 12043C0493E, dated March 22, 2022 12051C0205D, 12051C0210D, dated July 6, 2015</p> <p>Flood Zone A: Areas within the 100-year flood plain Flood Zone X: Areas outside the 100-year floodplain Flood Zone AH: Areas with a 1% annual chance of shallow flooding.</p>																		
Oil, Gas, Mineral Rights	<p>The title policy identified an October 12, 2013 oil, gas, and mineral lease to Kerogen Florida Energy Company, LP. The client informed the appraiser that this OGM lease will be terminated upon closing and to exclude any impact that it would have on value from the assignment.</p>																		

TECHNICAL REVIEW MEMORANDUM

Brief Summary of the Easements, Encroachments

A review of the American Government Services Corporation Policy 3233 dated April 12, 2023 indicated numerous items that were researched by each appraiser. Item 10 is summarized below:

Item #10 – Drainage Easement Agreement by and between W. B. Barron and Lois H. Barron, husband and wife, Mrs. Ella H. Hendry, unmarried, Joe A. Hillard and Marlia W. Hillard, husband and wife, and Alico Land Development Company, a Florida Corporation, dated March 9, 1962 and recorded March 9, 1962 in Official Records Book 56, Page 396; Modification recorded March 1, 1973 in Official Records Book 154, Page 96, Amendment recorded August 23, 1972 in Official Records Book 154, Page 116; Agreement and Grants of Easements and Releases of Easements and Rights recorded September 5, 1996 in Official Records Book 541, Page 1636; Second Modification recorded November 25, 1996 in Official Records Book 544, Page 1861; Agreement and Grants of Easements and Releases of Easements and Rights of Way recorded July 6, 1998 in Official Records Book 570, Page 1496; Third Modification recorded March 23, 1999 in Official Records Book 582, Page 1380, all of the Public Records of Hendry County, Florida.

String reported that there are in excess of 300 pages of documents to decipher that relates to Baron Water Control District Port Labelle Planned Unit Development, and Port Labelle Community Development District. These recorded documents far exceed the competency level of a real estate appraiser to determine impact from these documents on the use of the subject property. This item was related to 10, 11, 12, 13, 14, 15, 16, 17 and 18 in the title commitment.

Both appraisers made the conclusion that the higher-than-normal estate taxes caused by being within the water control district should result of better water control.

TECHNICAL REVIEW MEMORANDUM

Item 19: Oil, Gas and Mineral Lease by and between Ferguson-House Farms, Inc., Lessor, and Kerogen Florida Energy Company, LP, Lessor (Lessee?), dated October 12, 2013 and recorded April 10, 2015 in Official Records Book 890, Page 597; Notice of Exercise of Oil and Gas Lease Option and Effective Date of Oil and Gas Lease recorded April 10, 2015 in Official Records Book 890, Page 603, both of the Public Records of Hendry County, Florida.

The client advised the appraiser that this OGM lease would be terminated at closing and, therefore, has no impact on the subject property.

Item 20: Temporary Easement Agreement between Ferguson-House Farms, Inc. and Black Boar Ranch, LLC dated September 1, 2020 and recorded September 3, 2020 in Official Records book 982, Page 1548 of the Public Records of Hendry County, Florida. This represents and access easement for a 3.36-acre haul route across the owner's land to remove piled spoil material. This temporary Haul route had a 3-year time limit beginning September 1, 2020. It terminates in less than one month and has no impact on market value.

This temporary Haul Route had a three-year time limit beginning September 1, 2020. It terminates in less than one month and has no impact on market value.

Improvements

Typical ranch improvements including fences, cross-fences, gates, internal ranch roads and trails, ditches, culverts, water holes, cattle pens with a cattle lane, five holding pens, and a 2,556 SF metal roof over the cattle handling area.

Fixtures

There were no personal property items, fixtures, chattel, or equipment involved in this appraisal assignment.

Highest and Best Use String

BEFORE: The highest and best use of the subject property is for continued agriculture and recreation and for an estate home site with long term potential for rural residential subdivision 20 to 30 years hence. The fences, cross-fences, gates, internal ranch roads and trails, waterholes, and cattle pens are consistent and supportive of the subject's current highest and best use.

TECHNICAL REVIEW MEMORANDUM

		AFTER: The highest and best use in the “After” scenario for the subject property is for passive recreation, silviculture, cattle grazing and hay production, farming on existing farm fields, with the right to subdivide into two (2) not less than 400-acre sub-parcels and the right to construct one (1) residential dwelling not to exceed 5,000 gross square feet with two (2) outbuildings not to exceed 2,000 square feet each on a 2.5-acre envelope.						
	Jones	Before implementation of the “Deed of Conservation Easement” – agriculture, Cattle Ranch, farming, Rural Estate and recreation use with limited potential for future residential development.						
HBU	Jones	After implementation of the “Deed of Conservation Easement” – agriculture, and recreation use with limited potential for future residential development subject to restriction imposed by the conservation easement.						
Present Use		Agriculture (cattle grazing) and passive recreation						
Special Instructions		The client provided written instructions allowing the appraisers to use a “Hypothetical Condition” in the After Analysis by assuming the proposed conservation easement has been implemented, when in fact it has not.						
STRING	Values	<table border="0"> <tr> <td>Before Value</td> <td>\$10,000,000</td> </tr> <tr> <td>Less After Value</td> <td><u>\$5,000,000</u></td> </tr> <tr> <td>Impact of the Conservation Easement</td> <td>\$5,000,000</td> </tr> </table>	Before Value	\$10,000,000	Less After Value	<u>\$5,000,000</u>	Impact of the Conservation Easement	\$5,000,000
Before Value	\$10,000,000							
Less After Value	<u>\$5,000,000</u>							
Impact of the Conservation Easement	\$5,000,000							
	Unit Values	<table border="0"> <tr> <td>Unencumbered Value</td> <td>\$7,015 per acre</td> </tr> <tr> <td>Encumbered Value</td> <td>\$3,508 per acre</td> </tr> <tr> <td>Easement Value</td> <td>\$3,508 per acre</td> </tr> </table>	Unencumbered Value	\$7,015 per acre	Encumbered Value	\$3,508 per acre	Easement Value	\$3,508 per acre
Unencumbered Value	\$7,015 per acre							
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Easement Value	\$3,508 per acre							
	Sales Data	<table border="0"> <tr> <td>Range of Unadjusted Land Sales</td> <td></td> </tr> <tr> <td>Before Sales</td> <td>\$6,495 to \$7,557/Acre</td> </tr> <tr> <td>After Sales</td> <td>\$2,622 to \$4,134/Acre</td> </tr> </table>	Range of Unadjusted Land Sales		Before Sales	\$6,495 to \$7,557/Acre	After Sales	\$2,622 to \$4,134/Acre
Range of Unadjusted Land Sales								
Before Sales	\$6,495 to \$7,557/Acre							
After Sales	\$2,622 to \$4,134/Acre							

TECHNICAL REVIEW MEMORANDUM

Extraordinary Assumptions

1. The appraiser assumes as an Extraordinary Assumption that there has been no additional recorded easements, encumbrances, restrictions or reservations or unrecorded leases affecting the subject property between the April 12, 2023 Title Policy and the July 28, 2023 effective date of the appraisal report.
2. Many of the exceptions in this title insurance policy pertain to the Barron Water Control District, the Port LaBelle Community Development District, and the Port LaBelle Planned Unit Development that encompasses 30,000± acres and involves the subject property. These documents are extensive, as is the history for the creation of the Barron Water Control District, and are much too complex for an appraiser to determine how these documents affect the value of the subject property. The interpretation of how these documents impact the subject property are best left to a professional title attorney. For appraisal purposes, I am assuming that the documents pertaining to Barron Water Control District, Port Labelle Community Development District, and the Port LaBelle Planned Unit Development have no impact on the value of the subject property.
3. The appraiser assumes as an Extraordinary Assumption that the terms and conditions in the “Deed of Conservation Easement” are indeed the same exact terms and conditions that will be implemented if negotiations prove successful.
4. The title policy reported a 5-year oil, gas, and mineral lease with an effective date of October 12, 2013, but with extensions that were based upon different levels of performance by the lessee. It is impossible for me to determine the impact on value not knowing what levels of performance, if any, have been completed by the lessee during the 5-year oil, gas, and mineral lease. I cannot be sure if the OGM Lease is still binding or has ended. Per the client, this oil, gas, and mineral lease will be terminated at closing. The appraiser assumes as an “Extraordinary Assumption” that the oil, gas, and mineral lease will be terminated at closing.

The use of these extraordinary assumptions might have affected the assignment results.

TECHNICAL REVIEW MEMORANDUM

STRING

Hypothetical Condition

1. As of the date of appraisal, the owner of the subject property holds fee simple interest in the property, subject to those exceptions identified in the American Government Services Corporation Policy 32333. The appraisal of a property to be encumbered by a perpetual conservation easement requires the appraiser to employ a “Before” analysis and an “After” analysis, necessitating the appraiser to assume in the “After” analysis that the perpetual conservation easement has been implemented – when in fact it has not.

The use of the hypothetical condition has affected the assignment results.

JONES

Values

Before Value	\$10,350,000
Less After Value	<u>\$5,000,000</u>
Impact of the Conservation Easement	\$5,350,000

Unit Values

Unencumbered Value	\$7,250 per acre
Encumbered Value	\$3,508 per acre
Easement Value	\$3,753 per acre

Sales Data

Range of Unadjusted Land Sales	
Before Sales	\$6,900 to \$9,672/Acre
After Sales	\$2,622 to \$4,134/Acre

Extraordinary Assumptions

I was provided a deed of conservation easement by the client. The deed is not signed nor is it dated. This appraisal is based upon the extraordinary assumption that the deed of conservation easement provided by the client is fully executed and the terms and conditions noted in the deed will transpire exactly as written. If the deed of conservation easement is altered in any way the after value and impact of the conservation easement could be subject to change.

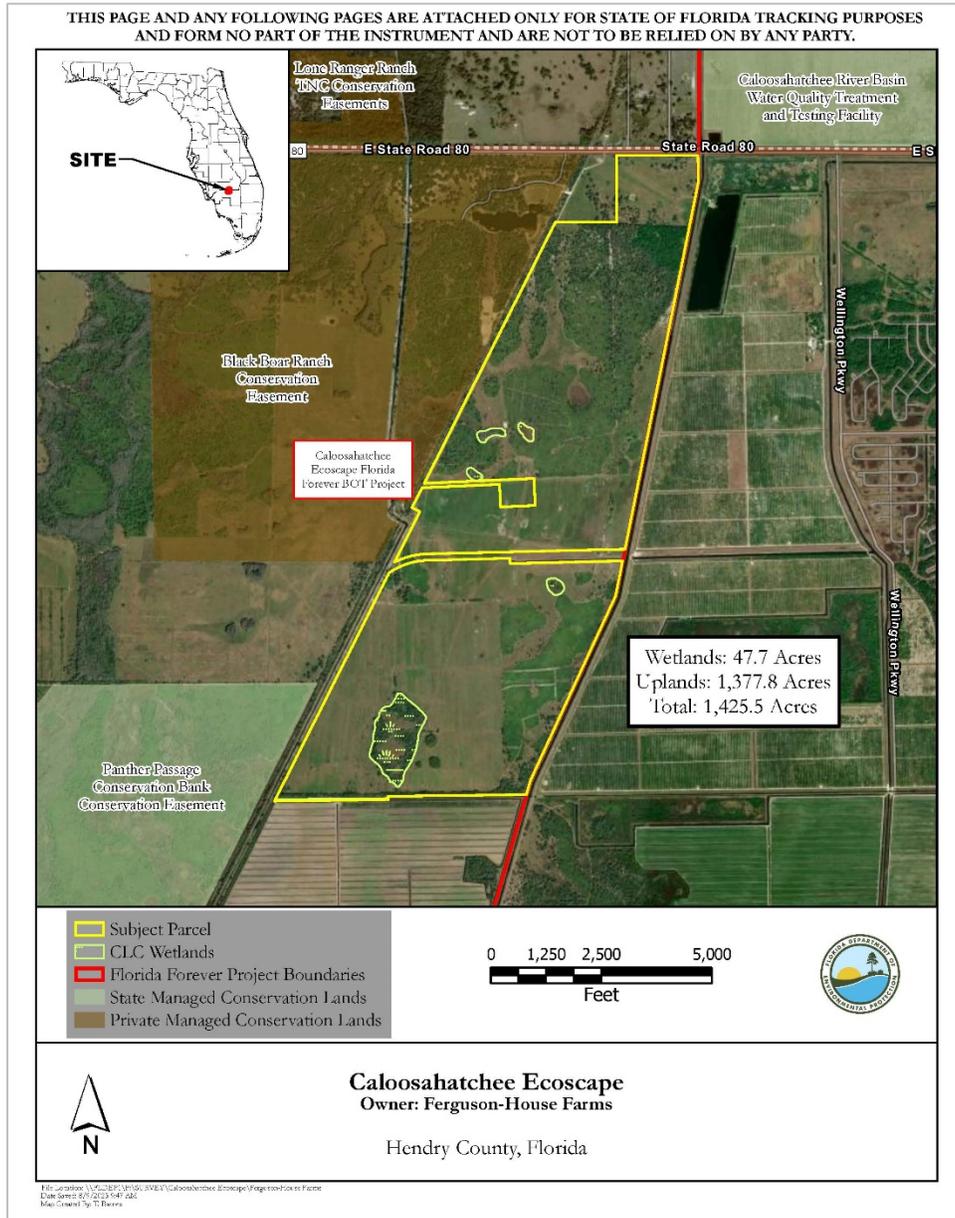
Due to the convoluted nature of title exception #10, I apply an extraordinary assumption that the higher tax burden will be offset by the subject’s good drainage and irrigation potential and that there is no impact on market value. See detailed description in the title exception section of this appraisal report.

TECHNICAL REVIEW MEMORANDUM

	<p>Title exception #19 references an oil, gas and mineral rights lease between Ferguson-House Farms, Inc. and Kerogen Florida Energy Company, LP. According to the client, this lease will be terminated prior to closing; therefore, it is an extraordinary assumption of this report that the OGM lease is terminated and there is no impact on value.</p> <p>The use of these extraordinary assumptions might impact the assignment results.</p>
Hypothetical Condition	<p>My analysis includes a before and after valuation of the subject property which is to be encumbered by a perpetual conservation easement. The easement is proposed; therefore, it is contrary to existence. My after value is based upon the hypothetical condition that the subject is encumbered by the conservation easement provided by the client. The use of this hypothetical condition might impact the assignment results.</p> <p>Reviewers note: The Extraordinary Assumptions and Hypothetical Condition used were reasonable, appropriate and necessary given the assignment.</p>
Reviewer	<p>Philip M. Holden, MAI State-Certified General Real Estate Appraiser RZ 1666</p> <p>S. F. Holden, Inc. 8259 North Military Trail, Suite 10 Palm Beach Gardens, FL 33410</p>

TECHNICAL REVIEW MEMORANDUM

Subject Parcel



SCOPE OF APPRAISAL

The client is: FDEP, Division of State Lands, Bureau of Appraisal (BA)
3800 Commonwealth Boulevard, MS 110
Tallahassee, FL 32399

The intended users for this Technical Review Memorandum, as well as the appraisal reports on which it is based, include:

- FDEP, Division of State Lands, Bureau of Appraisal,
- The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF),

The intended use of the appraisals was to assist the State of Florida with decisions relating to the potential acquisition of a proposed conservation easement. The purpose of the appraisal assignment was to estimate market value of the subject property before the “Deed of Conservation Easement” is implemented and the market value of the subject property after the “Deed of Conservation Easement” is implemented, the difference being attributable to the impact that the “Deed of Conservation Easement” has on market value.

The values were predicated on extraordinary assumptions and one hypothetical condition as prominently presented in the reports and copied herein. Individuals at the field inspection on July 28, 2023, included:

Keith Fountain, Esquire

Owner Representative
Keith Fountain Law
P. O. Box 845
DeLand, FL 32721

Joseph S. String, MAI

Appraiser
String Appraisal Services, Inc.
6039 Cypress Gardens Boulevard, Suite 420
Winter Haven, FL 33884

Riley K. Jones, MAI

Appraiser
Florida Real Estate Advisors, Inc.
5802 Hoffner Avenue, Suite 701
Orlando, FL 32822

Philip M. Holden, MAI

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

SCOPE OF APPRAISAL

During an initial meeting on July 28, 2023 the appraisers and review appraiser gained insight into what was to be appraised, gathering information relating to the general location and access of the subject property, water control and details about the present and historical uses as well as ownership and history. Following this meeting, the attendees proceeded to conduct a field inspection of the property.

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

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

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

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

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

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

SCOPE OF APPRAISAL

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

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

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

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

HENDRY COUNTY DATA

Please see the reports for a more detailed Hendry County description. The subject property is located in the unincorporated area of northern Hendry County along the county line. Hendry County is in the southwest portion of the State of Florida. It is bordered on the north by Glades County, the east by Palm Beach County, on the south by Collier County, and on the west by Lee and Collier Counties.

Hendry County continues to remain heavily dependent upon agriculture, with limited economic benefit derived from tourism during the winter months. Although Hendry County needs to diversify its economy, a lot of the soils found throughout the county are not supportive of development and much of the land is controlled by large agricultural corporations like United States Sugar, Hillard Brothers, Alico, Southern Gardens, and A. Duda & Sons. The major growth areas will continue to be along the east and west coasts of Florida, with the inland areas like Hendry County lagging well behind and continuing to be heavily dependent upon agriculture. In summary, very little change is expected of Hendry County in the near future.

NEIGHBORHOOD DESCRIPTION

A neighborhood is a group of complementary land uses that are affected by similar political, social, economic, and environmental influences. A neighborhood analysis is particularly important in the valuation of real property, since it identifies the geographical area that is subjected to the same influences that the subject is subjected to. This is extremely important to an appraiser, as it defines the area from which the appraiser should seek comparable sales. In urban areas, neighborhood tends to be small in size since there are abrupt changes in political, social, economic, and environmental influences. In rural areas, neighborhoods tend to be quite large in size since political, social, economic, and environmental influences are generally alike for great distances.

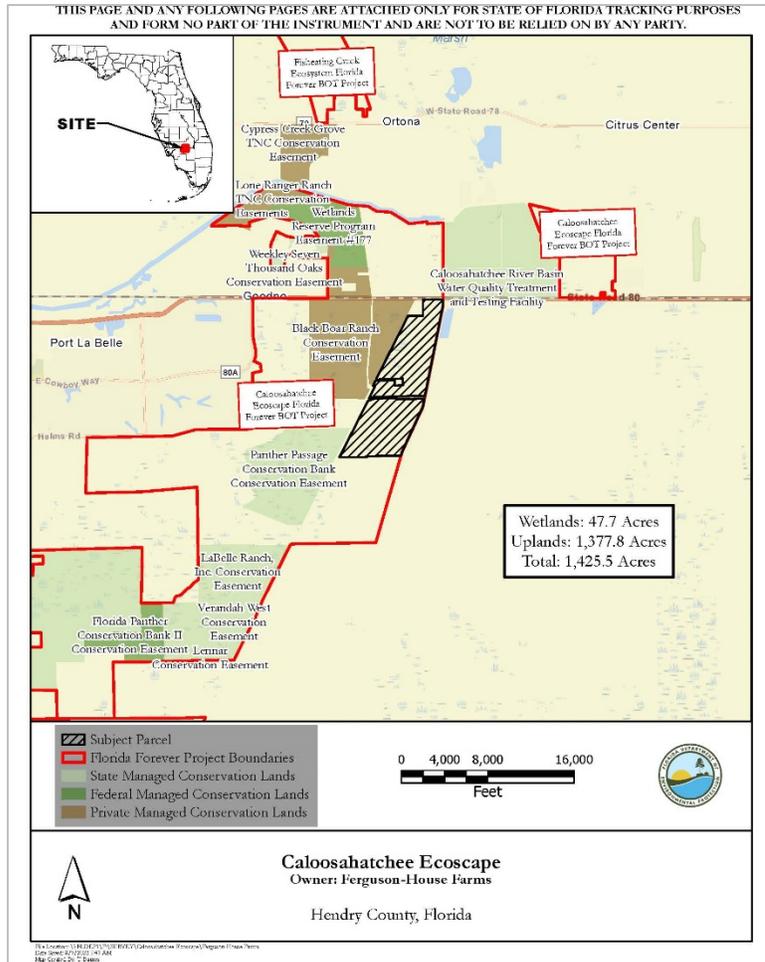
The subject property is located in North Central Hendry County, 6.2 miles east of LaBelle and a short distance east of Port LaBelle on the south side of East State Road 80, where the dominant uses are for agriculture that includes row crop farms, fish farms, citrus groves, sod farms, cattle grazing, sand and limerock mines, etc. The population of LaBelle, while steadily rising has not shown any significant growth within the past several decades. Couple that with the fact that Port LaBelle, which was begun in the 1970s and still has hundreds, if not thousands, of small vacant lots available for houses suggests the need of additional land is far out into the future. One would anticipate some continued home construction on the small urban-suburban lots and small rural acreage home sites, as well as limited new commercial development to support any additional housing. Values should continue to escalate but much slower than experienced prior to the Fed's increasing the mortgage interest rates in early 2022.

PROPERTY LOCATION

The subject 1,425.5 acres is a portion of the 1,494.11-acre Ferguson-House Farms, Inc. ownership. The proposed conservation easement will cover the 1,425.5 acres of the ownership. The property is currently used for agriculture (cattle) and recreation. It is located on the south side of East State Road 80, approximately 6.2 miles east of the town of LaBelle, within the Port LaBelle Community Development Area, in a rural-suburban area of north central Hendry County, Florida. The subject properties lies on the south side of the Hendry/Glades County line and accessed by direct frontage along the south side of State Road 80.

The United States Post Office has not assigned a physical address to the property. The property is described under ten county parcel control numbers within Hendry County as follows:

- 1-30-43-02-A00-0004.0000, 1-30-43-03-A00-0003.0000,
- 1-30-43-10-A00-0003.0000, 1-30-43-11-A00-0004.0000,
- 1-30-43-14-A00-0006.0000, 1-30-43-14-A00-0007.0000,
- 1-30-43-15-A00-0007.0000, 1-30-43-16-A00-0005.0000,
- 1-30-43-21-A00-0006.0000, 1-30-43-22-A00-0006.0000



ANALYSIS AND VALUE CONCLUSIONS

Highest and Best Use - Before

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

String	BEFORE: The highest and best use of the subject property is for continued agriculture and recreation and for an estate home site with long term potential for rural residential subdivision 20 to 30 years hence. The fences, cross-fences, gates, internal ranch roads and trails, waterholes, and cattle pens are consistent and supportive of the subject's current highest and best use.
Jones	BEFORE: Agriculture, rural estate and recreation with a limited potential for future residential development.

Highest and Best Use - After

String	AFTER: The highest and best use in the "After" scenario for the subject property is for passive recreation, silviculture, cattle grazing and hay production, farming on existing farm fields, with the right to subdivide into two (2) not less than 400-acre sub-parcels and the right to construct one (1) residential dwelling not to exceed 5,000 gross square feet with two (2) outbuildings not to exceed 2,000 square feet each on a 2.5-acre envelope.
Jones	AFTER: Rural recreational / agricultural use property subject to the deed of conservation easement.

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

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

ANALYSIS AND VALUE CONCLUSIONS

Bundle of Rights	Before Easement	After Easement	Impact on Value
Conveyance	Owner has right to sell, mortgage, or lease the property	Owner has right to sell, mortgage, or lease but must notify Grantee 20 days prior to transfer	No Impact - other than notifying the Grantee of a pending sale, the conveyance is the same in the before and after scenarios
Subdivision	Zoning allows a maximum of 285 5-acre homesites	Two subdivisions, not less than 400 acres	Major impact - loss of the future right to subdivide into a maximum of 285 5-acre homesites
Residential Entitlements	There are no residential dwellings	One (1) future residential dwelling not to exceed 5,000 gross SF with two (2) not to exceed 2,000 gross SF outbuildings each	Major Impact - 1525.5-acre tracts generally have been one and three residential dwellings; with a second home generally needed for a ranch manager, parents, or sibling
Development Rights	No limitations governing residential, commercial, or industrial buildings	No commercial buildings, industrial buildings, or residential dwellings	No Impact - this is not an area for commercial or industrial development and the impact of residential dwellings was already addressed above as a major impact
Agriculture	Right to clear all native uplands for agricultural use and to convert from one agricultural use to another	Right to continued cattle operations, with right to cultivate and harvest hay, plus the right to use the former farm fields for livestock, sod or row crop farming	Major impact - although there can be continued cattle grazing and hay production over the entire ranch, there can also be sod and row crop farming on former farm fields. Not only does this easement reduce the area than can be farmed, it prohibits the clearing of approximately 500 acres of natural land for any agricultural expansion
Silviculture	Full right of silviculture operations in uplands and/or wetlands	Right of silviculture in the silvicultural and agricultural areas	No impact - While there may be limited harvestable pine timber, the cattle, hay, sod, and row crops are more typical and financially more feasible, plus timber mills are distant
Mining	Unrestricted	No exploration and no mining allowed	No impact -there was no mention of oil, as, or underlying minerals during the inspection nor was a geological study provided attesting to the quantity or quality of any underlying reserves. While the title policy identified a 2013 OGM lease, the client advised the appraiser that the OGM lease is to be waved
Commercial Water Wells	Permitted	Prohibited	No Impact - there is no evidence that this property is a candidate for a commercial water well
Mitigation Bank	Permitted	Prohibited	No Impact - there is no evidence that this property is a candidate for a mitigation bank
Host Threatened & Endangered Species	Permitted	Prohibited	Same as Before Easement - No Impact
Passive Recreation, hunting & fishing	Permitted	Permitted	Same as Before Easement - No Impact
Quiet Enjoyment	Exclusive to property owner	Government has right to access with notice	Minor Impact - another layer of government intrusion

ANALYSIS AND VALUE CONCLUSIONS

Appraisal Approach - Before

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

For the before analysis, the appraisers researched Hendry and surrounding counties for fee simple ranch land sales data and consulted with local real estate brokers. The data chosen was as similar as possible in regards to size, location and highest and best use compared to the subject, representing their opinion of the best transactions to be adjusted for dissimilarities and compared to the subject using the qualitative method.

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

In my review I analyzed the data and adjustments presented by the individual appraisers. The data used by both appraisers is summarized and compared as follows indicating the overlap on the choice of one sale. Their developed conclusions are shown on a price per acre basis.

ANALYSIS AND VALUE CONCLUSIONS

Appraisal Approach – Before

ANALYSIS OF SALES DATA BEFORE APPROACH FERGUSON-HOUSE FARMS								
String Sale #	Jones Sale #	Instrument ORBook/Page	Street/County	Date	Size (Acres)	Price per Acre	String Qualitative Analysis	Jones Qualitative Analysis
	2	2023 41063780	42291 SR 70 E Manatee County	6/13/2023	516.94	\$9,672		Far Superior
	3	12239 / 2178-2180	NS of Lake Hatchineha Polk County	5/4/2022	1,297.61	\$9,584		Far Superior
2		2021 41170807	40755 SR 70 East Manatee County	12/21/2021	1,009.74	\$7,557	Similar	
	SUBJECT			7/28/2023	1,425.50	\$7,250		
1		2022 22003401 2022 22003495	196th Terrace Glades County	10/21/2022	625.12	\$7,124	Similar	
	1	2022 013943 2023 002053	18424 Hwy 98 Okeechobee County	10/19/2022 2/14/2023	187.14	\$7,058		Slightly Inferior
	SUBJECT			7/28/2023	1,425.50	\$7,000		
3	4	6228 / 1555	4211 N. Kenansville Rd. Osceola County	5/26/2022	2,287.71	\$6,900	Similar	Inferior
4		2021 006603	13197 NE 224th Street Okeechobee County	5/21/2021	2,204.23	\$6,495	Inferior	

I find the data and analyses reasonable and credible as presented in the reports for establishing the before market value of the subject.

Appraisal Approach – After

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

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

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

ANALYSIS AND VALUE CONCLUSIONS

Appraisal Approach – After

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

ANALYSIS OF ENCUMBERED SALES DATA AFTER APPROACH FERGUSON-HOUSE FARMS									
String Sale #	Jones Sale #	Instrument ORBook/Page	County	Easement	Date	Size (Acres)	Price per Acre	String Qualitative Analysis	Jones Qualitative Analysis
4	1	6005 / 1510 6005 / 1515	Lake	GSLA-LPA	8/1/2022	1,282.00	\$4,134	Significantly Superior	Far Superior
3		2021 109625 2021 109627	Lake	SWFWMD	7/30/2021	825.27	\$3,599	Slightly Superior	
	SUBJECT				7/28/2023	1,425.50	\$3,500		
SUBJECT					7/28/2023	1,425.50	\$3,500		
2	2	2021 41161641	Manatee	SWFWMD - RFLPP	12/3/2021	1,248.33	\$3,405	Slightly Inferior	Inferior
1	3	1027 / 1467	Hendry	NRCS - WRP	6/13/2022	1,022.00	\$2,622	Significantly Inferior	Far Inferior

The appraisers refined the adjusted price range by reasoning that value applicable to the 1,425.5 acres of encumbered land is best supported in the middle of the range at \$3,500 per acre. The appraisers’ final conclusion for the after/encumbered value was appropriately reconciled within the data set.

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

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

ANALYSIS AND VALUE CONCLUSIONS

Overall Summary and Recapitulation

The appraiser’s concluded/final value estimates were supported within the price ranges of the sales data and coupled with the qualitative adjustments adequately refined the data to support point value conclusions within each of the data sets and methods. The final conclusions using the “Before” and “After” method are summarized as follows with the difference indicating the impact of the conservation easement on market value. Note that the per acre prices shown below differ slightly from the reconciled per acre values developed by each appraiser as they are based on the rounded market value and impact conclusions divided by the subject’s 1,425.5 acres.

	STRING	
<i>Effective Date of Value:</i>	<i>July 28, 2023</i>	
Before Value (Fee Simple Interest)	\$10,000,000	\$7,015 per acre
Less After Value (Remainder Interest)	<u>\$5,000,000</u>	\$3,508 per acre
Conservation Easement Interest Impact	\$5,000,000	\$3,508 per acre

	JONES	
<i>Effective Date of Value:</i>	<i>July 28, 2023</i>	
Before Value (Fee Simple Interest)	\$10,350,000	\$7,250 per acre
Less After Value (Remainder Interest)	<u>\$5,000,000</u>	\$3,508 per acre
Conservation Easement Interest Impact	\$5,350,000	\$3,753 per acre

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

After reviewing the appraisal reports, I find the appraisers:

- Investigated the market and surrounding areas in which the subject competes.
- Had an understanding of the subject (real estate and real property rights) in both the before and after appraisals.
- Developed reliable estimates of highest and best use.
- Applied and relied on the appropriate appraisal methods, which in this case is the sales comparison approach.
- Properly utilized the available sales for use in the valuation process.
- Analyzed the data and developed market value estimates based on the sales comparison approaches. The conclusions developed from the data by the appraisers was found to be reasonable and supportive of the estimates of market value developed in both the before and after approaches.

ANALYSIS AND VALUE CONCLUSIONS

Overall Summary and Recapitulation

- Developed reports that complies with:
 - The *Uniform Standards for Professional Appraisal Practice (The Appraisal Foundation, 2020-2021, effective through December 31, 2023)*, (USPAP),
 - The Supplemental Appraisal Standards for the Board of Trustees (SASBOT, 2016) for the State of Florida, as well as Rule 18-1.006, Florida Administrative Code (FAC),
 - *Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.*

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

CERTIFICATION

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

- The statements of fact contained in this review report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- The reported analyses, opinions, and conclusions were developed and this review was prepared in conformity with Standards 3 and 4 of the 2020-2022 Uniform Standards of Professional Appraisal Practice (USPAP).
- I have made a personal inspection of the subject of the work under review on July 28, 2023.
- No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.
- The use of the report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

CERTIFICATION

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The appraisal review was made and the appraisal reports reviewed are in substantial compliance and prepared in conformity with:
 - The *Uniform Standards for Professional Appraisal Practice (The Appraisal Foundation, 2020-2021, effective through December 31, 2023), (USPAP)*,
 - The Supplemental Appraisal Standards for the Board of Trustees (SASBOT, 2016) for the State of Florida, as well as Rule 18-1.006, Florida Administrative Code (FAC),
 - *Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.*
- That we have not revealed the results of such appraisal to anyone other than our client and will not do so until authorized by same, or until required by due process-of-law, or until released from this obligation by having publicly testified as to such results.
- As of the date of this report, Philip M. Holden, MAI, has completed the State of Florida continuing education program.
- As of the date of this report, Philip M. Holden, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.



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

LIMITING CONDITIONS

1. This Technical Review Memorandum is intended solely for the following users:
 - FDEP, Division of State Lands, Bureau of Appraisal,
 - The Board of Trustees of the Internal Improvement Trust Fund (TIITF),

And is prepared in conformance with:

- The *Uniform Standards for Professional Appraisal Practice* (The Appraisal Foundation, 2020-2021, effective through December 31, 2023), (USPAP),
 - The Supplemental Appraisal Standards for the Board of Trustees (SASBOT, 2016) for the State of Florida, as well as Rule 18-1.006, Florida Administrative Code (FAC),
 - *Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute*.
2. This Technical Review Memorandum constitutes a limited assignment and should not be construed as an appraisal. The assignment did not include the reviewer to form an opinion of value about the subject of the work reviewed.
 3. The analyses, opinions, and conclusions in this Technical Review Memorandum are based solely on the data, analyses, and conclusions contained in the appraisal reports under review. It is assumed that the data is representative of existing market data. No attempt, unless otherwise stated, has been made to obtain additional market data for this review.
 4. All analyses and conclusions expressed by the reviewer are limited by the scope of the review process as defined herein.

ADDENDA



REAL ESTATE APPRAISERS AND CONSULTANTS

Licensed Real Estate Broker

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

ABRIDGED QUALIFICATIONS

PHILIP M. HOLDEN, MAI

State-Certified General Real Estate Appraiser RZ1666

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

Appraisal Courses and Seminars

Valuation of Less Than Fee - May 1995, 1996
Riparian Rights - May 1994
Easement Valuation - May 1994
Cattle Grazing Seminar - May 1993
Permanent Plantings - October 1997
Appraising Rural Properties - May 1997
Realtors Land Institute Citrus Course - May 1999
University of Florida, Citrus Seminar - April 1999
Highest/Best Use/ Valuation Techniques - May 2000
Attacking and Defending Appraisals - June 2000
SFWMD Federal Land Acquisitions - May 2001
SJRWMD Land Acquisitions - December 2001 SFWMD Oil & Gas Mineral Valuation - 5/2002
SFWMD Everglades Restoration - 5/2002
Appraising the Appraisal - 2003
Automation in Appraisal Reporting - 2003
SFWMD Appraisal Seminar - 2003 through 2008

Valuation of Conservation Easements - 1/2008, 9/2009
2014 Tax Overview
Appraising Complex Residential Properties - 10/2016
How to Recognize and Avoid Mortgage Fraud - 10/2016
Uniform Standards for Fed. Land Acquisitions - 2/2018
Valuing Rural America - 5/2019

Real Estate Appraiser

Currently licensed through November 30, 2024

Appraisal Institute

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

American Institute of Real Estate Appraisers

Course 1-A - August 1976
Course VIII - June 1977
Course 1-B - March 1978 and 1986
Course II - March 1979
Standards of Professional Practice - June 1992

Real Estate Broker

Currently licensed through September 30, 2024

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