



## Rural and Family Lands Protection Program (RFLPP) 2018 Selection Committee Project Priority List

Tier 1 Projects (54)
<b>Adams Alapaha Farm</b> Hamilton – 853 acres
<b>Adams Farm</b> Holmes & Walton – 1,700 acres
<b>Adams Ranch</b> Osceola – 24,027 acres
<b>Adams St. Lucie</b> St. Lucie – 12,363 acres
<b>Arbuckle Creek Ranch</b> Highlands – 1,249 acres
<b>Blackbeard's Ranch</b> Manatee – 4,530 acres
<b>Blue Cypress Lake Ranch</b> Indian River – 674 acres
<b>Buck Island Ranch</b> Highlands – 6,754 acres
<b>C&amp;G Cattle Company</b> Hardee – 557 acres
<b>Canaan Ranch</b> Gilchrist – 3,040 acres
<b>Cannon Family Farm</b> Marion – 440 acres
<b>Charlie Creek Cattle Company</b> Hardee – 3,440 acres
<b>Christmas Creek Ranch</b> Orange – 163 acres
<b>Clemons Oak Creek</b> Okeechobee – 2,292 acres
<b>Coastal Headwaters - Blackwater Tract</b> Santa Rosa – 2,106 acres
<b>Coastal Headwaters - Coldwater Creek</b> Santa Rosa – 9,998 acres
<b>Coastal Headwaters Longleaf Forest</b> Santa Rosa – 4,252 acres
<b>Cow Creek Ranch</b> Okeechobee & St. Lucie – 6,802 acres
<b>Double C Bar Ranch</b> Osceola – 4,128 acres
<b>Double C Ranch</b> Flagler – 3,440 acres
<b>Espedeco</b> Citrus – 806 acres
<b>Florida Commission Co Ranch</b> Highlands – 2,309 acres
<b>FX Bar Ranch</b> Polk – 1,246 acres
<b>Goolshy Ranch</b> Highlands – 4,476 acres
<b>Hall's Tiger Bay Ranch</b> DeSoto – 5,928 acres
<b>Heart Bar Ranch</b> Osceola – 4,974 acres
<b>Hendrie Ranch</b> Highlands – 7,250 acres

Tier 1 Projects (54) continued
<b>Howze Ranch</b> Manatee – 939 acres
<b>JB Ranch</b> Collier – 6,657 acres
<b>Keen Family Ranch</b> DeSoto – 1,109 acres
<b>Lykes Ranch, Ingram's Crossing</b> Glades – 10,466 acres
<b>Lyme Lafayette</b> Lafayette – 6,724 acres
<b>Micco Bluff Ranch</b> Okeechobee – 2,138 acres
<b>Osoyaw Ranch</b> Indian River & Okeechobee – 6,125 acres
<b>Pelaez &amp; Sons</b> Okeechobee – 863 acres
<b>Perry Smith Family</b> Highlands & Flagler – 3,980 acres
<b>Rafter T Ranch</b> Highlands – 5,178 acres
<b>Ravensworth</b> Highlands – 791 acres
<b>Ridgewood Ranch</b> Osceola – 3,200 acres
<b>Rocking Seven Ranch</b> Manatee – 1,156 acres
<b>Rocking Bar W Ranch</b> Hardee – 821 acres
<b>Rodman Plantation</b> Putnam – 5,630 acres
<b>Sandy Gully</b> Highlands – 3,218 acres
<b>Santa Fe Ranch</b> Alachua – 2,168 acres
<b>Sleepy Creek South Tract</b> Marion – 12,990 acres
<b>Southport Ranch</b> Osceola – 4,120 acres
<b>SY Hartt</b> Highlands – 8,951 acres
<b>Tippen Bay Ranch</b> DeSoto – 2,906 acres
<b>Todd Clemons Unit One</b> Okeechobee – 1,922 acres
<b>Triple S Ranch – Citrus</b> Citrus – 817 acres
<b>Triple S Ranch – Okeechobee</b> Okeechobee – 7,053 acres
<b>Welaka Ranch</b> Putnam – 8,807 acres
<b>Welanec Plantation</b> Osceola – 7,190 acres
<b>Wesley Smith Family Farm</b> St. Johns – 2,042 acres

Tier 2 Projects (53)
<b>Albritton's Hart Pasture</b> Highlands – 3,219 acres
<b>Bibby Farms</b> Polk – 257 acres
<b>Brant Ranch</b> Citrus – 894 acres
<b>Bucket Creek Preserve</b> Santa Rosa – 206 acres
<b>Carlton Upper Horse Creek Ranch</b> Hardee – 1,035 acres
<b>Corbin Farms</b> Alachua – 235 acres
<b>Deep Creek Reserve</b> Volusia – 285 acres
<b>Donaldson Tract</b> Alachua – 4,700 acres
<b>Florida Trail Trust</b> Putnam – 2,072 acres
<b>G-3 Ranch</b> Polk – 3,634 acres
<b>Hardt Winter</b> Levy – 675 acres
<b>Harrell Family Farms</b> Bradford – 551 acres
<b>Hogan-Tillman Family Heritage Farm</b> Alachua – 149 acres
<b>Joseph Miller</b> St. Lucie – 513 acres
<b>Junior Louis Ranch</b> St. Lucie – 422 acres
<b>Kanapaha Ranch</b> Alachua – 3,996 acres
<b>Kirkland Farm</b> Baker – 258 acres
<b>KPB Cattle Company</b> Osceola – 882 acres
<b>K-Rocker</b> Polk – 572 acres
<b>Kuder Ranch</b> Polk – 527 acres
<b>Lewis Friend Farms Ranch</b> Indian River – 1,088 acres
<b>Lightsey Cove</b> Highlands – 520 acres
<b>Limestone Creek Ranch</b> Hardee – 2,082 acres
<b>Long Ways Nature Ranch Trust</b> Dixie – 1,279 acres
<b>Los Ninos Farm</b> Putnam – 1,932 acres
<b>Lyme Gilchrist Forest</b> Gilchrist – 14,412 acres
<b>Lyme Gilman</b> Taylor & Madison – 16,536 acres

Tier 2 Projects (53) continued
<b>Natural Bridge Creek</b> Walton – 2,102 acres
<b>Ogden Property</b> Columbia – 381 acres
<b>Pallardy Ranch</b> Manatee – 559 acres
<b>Palmetto Prairie</b> DeSoto – 376 acres
<b>Phillips Ranch</b> Flagler – 3,000 acres
<b>Powers Property</b> Lake – 224 acres
<b>Promise Fields</b> Lake – 256 acres
<b>Rainey Pasture</b> Marion – 5,175 acres
<b>Randy Byrd Farms</b> St. Johns – 324 acres
<b>Rawls Ranch</b> DeSoto – 380 acres
<b>Ruff Diamond</b> Okeechobee – 1,693 acres
<b>Russakis Ranch III</b> Okeechobee & St. Lucie – 2,076 acres
<b>Ryals Citrus and Cattle</b> Charlotte – 2,845 acres
<b>Sampala Lake Ranch</b> Madison – 2,256 acres
<b>Saturiwa</b> St. Johns – 94 acres
<b>Singleton Family Farm</b> St. Johns/Flagler/Putnam – 717 acres
<b>South Prong</b> Baker – 2,410 acres
<b>Summers Pasture</b> Columbia – 7,185 acres
<b>The Darroh Property</b> Highlands – 1,285 acres
<b>The Flatwoods</b> Levy – 2,558 acres
<b>The River Property</b> Highlands – 3,063 acres
<b>Tilton Family Farm</b> Putnam & Flagler – 2,403 acres
<b>Tyree Trust</b> Hamilton – 421 acres
<b>Uncle Matts Organic Farm</b> Lake – 170 acres
<b>Watson Farm</b> Gilchrist – 561 acres
<b>Wetland Preserve</b> Putnam – 3,705 acres

Tier 3 Projects (37)
<b>AVT Ranch</b> Polk – 713 acres
<b>Bar Rocking C Ranch</b> Highlands – 1,130 acres
<b>Borders</b> Polk – 61 acres
<b>Crooked Creek Ranch</b> Hardee – 82 acres
<b>Curren Dairy</b> Okeechobee – 249 acres
<b>Cypress Creek Grove</b> Glades – 460 acres
<b>Dry Creek Plantation</b> Jackson – 450 acres
<b>Faunita Hardee Trust</b> Levy – 942 acres
<b>Four Star Timber</b> Volusia – 97 acres
<b>Geraci King Ranch</b> DeSoto – 2,280 acres
<b>Grover Rivers Farm</b> Jackson – 40 acres
<b>Grubb Ranch</b> Hardee – 555 acres
<b>Hadden Tree Farm</b> Putnam – 238 acres
<b>Hidden T Ranch</b> Manatee – 226 acres
<b>Hiers Farm</b> Marion – 955 acres
<b>Holifield Family Farms</b> Dixie – 160 acres
<b>IT-E-IT Ranch</b> Okeechobee – 111 acres
<b>JA Cattle</b> Santa Rosa – 36 acres
<b>John Campbell Family Lands</b> Okaloosa – 1,596 acres

Tier 3 Projects (37) continued
<b>Jordan Ranch</b> Columbia – 243 acres
<b>Kickin Tires Ranch</b> Polk – 621 acres
<b>Lowder's Gulf Hammock</b> Levy – 706 acres
<b>Meeting House Groves</b> Putnam – 825 acres
<b>Misty Farms</b> Gilchrist – 392 acres
<b>Pender Farms</b> Jackson – 1,600 acres
<b>RM Farm</b> Hendry – 2,883 acres
<b>Robert E. Teague, Jr.</b> St. Lucie – 300 acres
<b>Robinson Ranch</b> Polk – 170 acres
<b>Shingle Spring</b> Suwannee – 318 acres
<b>Silver Spur Tree Farm</b> Madison – 1,030 acres
<b>Stokes Farm</b> Columbia – 1,745 acres
<b>Syffrett Ranch</b> Glades & Highlands – 3,058 acres
<b>Tree-O Groves</b> Polk – 160 acres
<b>Waccassassa Plantation</b> Levy – 1,565 acres
<b>Williams Ranch</b> Highlands – 245 acres
<b>Witherspoon Timberland Tracts</b> Jackson – 120 acres
<b>Zinn Farm</b> Alachua – 41 acres

**Total Acres – 373,311 acres**  
**Tier I – 237,758 acres**  
**Tier II – 109,150 acres**  
**Tier III – 26,403 acres**



**Florida Department of Agriculture  
and Consumer Services,  
Florida Forest Service**



**Syfrett Ranch  
Highlands County and Glades County, Florida**

**2017 Project Evaluation Update  
(Project Submitted for 2015 Cycle)  
Prepared by Florida Forest Service**



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

# Rural and Family Lands Protection Program

## Project Summary

**Project Name:** Syfrett Ranch

**Owner:** Syfrett Holding Company, Inc.

**Counties:** Highlands and Glades

**Total Project Area:** 3,058 acres / Upland: 2,958 acres  
Wetland: 100 acres

### Land Uses:

**Improved Pasture:** 2,758

**Native Pasture:**

**Row Crops:**

**Sod:**

**Hay / Silage:**

**Citrus:**

**Planted Timber:**

**Natural Forest (Upland):** 200

**Natural Forest (Wetland):**

**Marsh / Wet Prairie:** 100

**Other:**

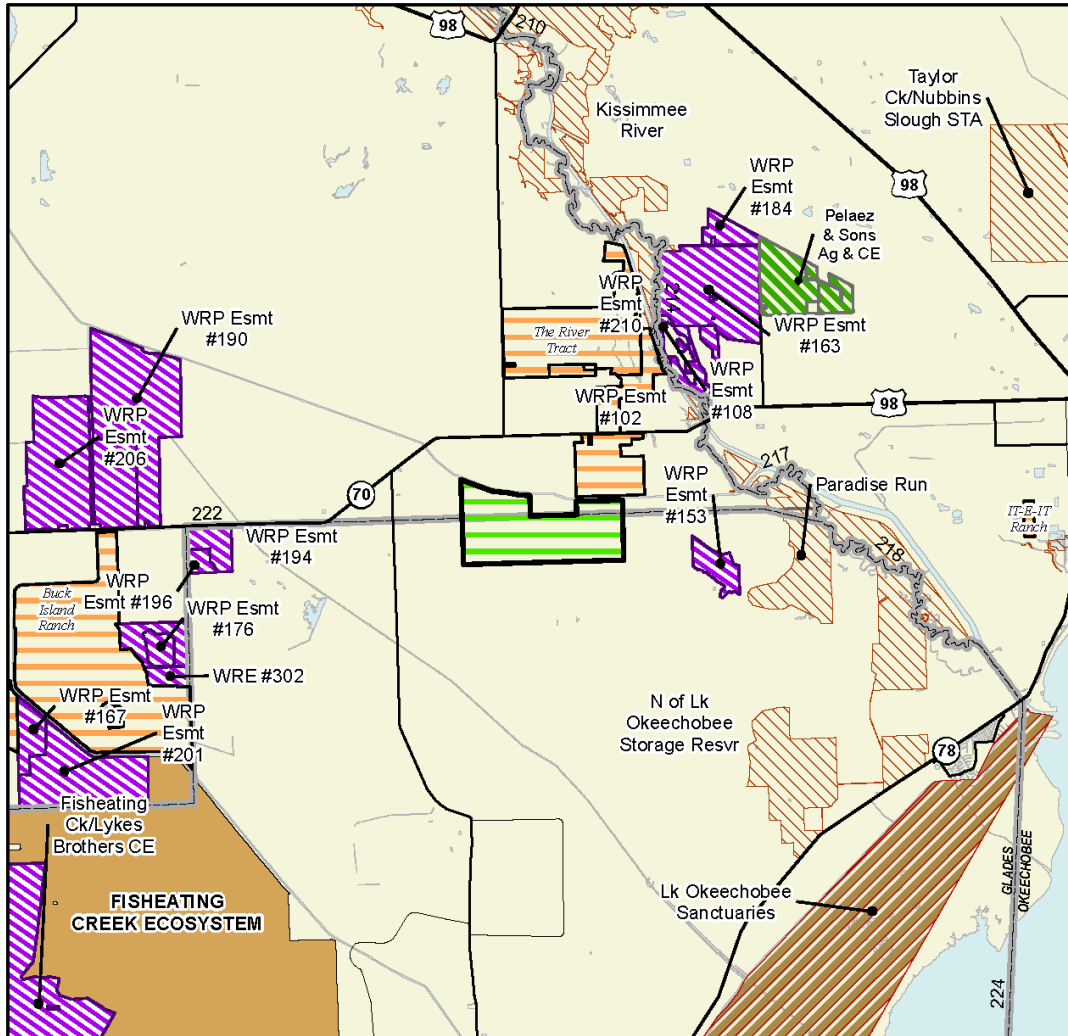
### Agricultural Uses:

- Cow/Calf

### Property Description:

This is a cow/calf operation on improved limpo grasses which include Hemarthria and Star grass. The ranch also has a complete drainage and irrigation system for flood stabilization. Multiple assistance programs are in place. The property contains improved and semi-improved pasture as well as hammocks and natural areas.

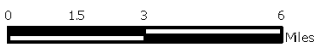
Maps Provided by FNAI (2017)



**SYFRETT RANCH**

**GLADES & HIGHLANDS**

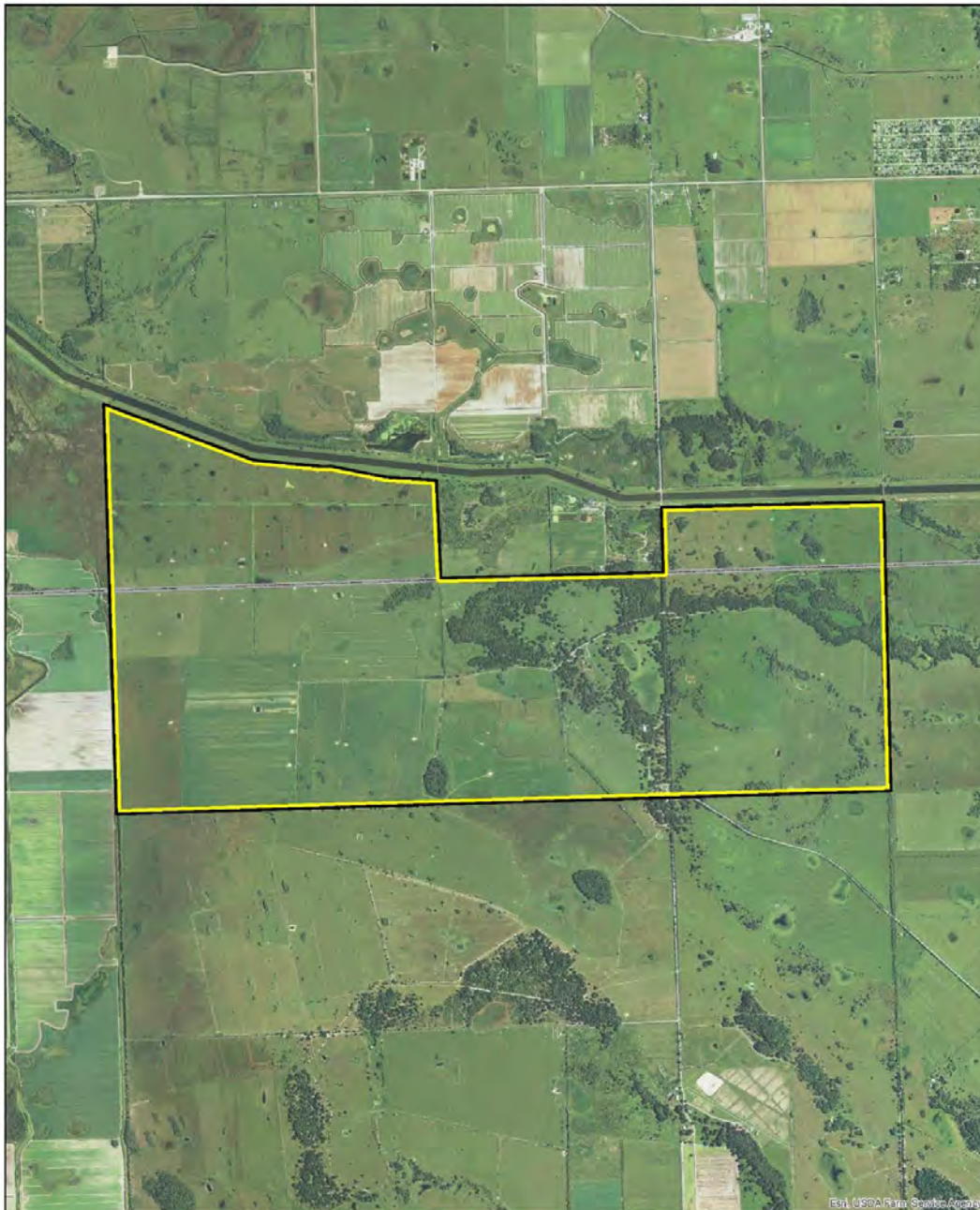
-  Rural and Family Lands Proposal Boundary
-  Other RFL Proposal Boundary
-  RFL Funded Easements
-  State Owned Lands (Fee Simple)
-  Other Conservation Lands (Fee Simple)
-  State Owned Lands (Less-Than-Fee)
-  Other Conservation Lands (Less-Than-Fee)
-  Florida Forever BOT Projects



OCTOBER 2017

# Syfrett Ranch

RURAL AND FAMILY LANDS PROTECTION PROGRAM PROPOSAL BOUNDARY AS OF OCTOBER 2017

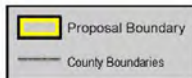
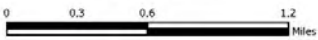


ESRI, USDA/RSIS, Swanton Agency



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FLORIDA  
Natural Areas  
INVENTORY



Background: 2015 NAIP Glades & Highlands County  
National Agricultural Imagery Program  
Resolution=1 m



Map Produced by:  
N. Patisco  
October 2017

NOTE: Map should not be interpreted without accompanying documents.



**Syfrett Ranch**



## Public Purposes as Determined by the DACS Technical Team

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

	<u>Score</u> (None, Low, Moderate, High)
• Protects the integrity and function of working landscapes	High
• Ensures opportunities for viable agricultural activities on working lands threatened by conversion to other uses	Low

### Does the Property Meet Any Public Purposes:

	<u>Score</u> (None, Low, Moderate, High)
• Perpetuates open space on working lands that contain significant natural areas:	Moderate
• Protects, restores or enhances water bodies, aquifer recharge areas including upland and springsheds, wetlands, or watersheds:	Moderate
• Promotes a more complete pattern of protection, including buffers to natural areas, ecological greenways, functioning ecosystems and military installations:	Moderate
• Promotes the restoration, enhancement or management of species habitat:	Moderate

## Agricultural or Silvicultural Legacy

The Syfretts purchased the land from George Baya 18 years ago. Prior to this, the ranch was part of the Williams 101 Ranch. The Syfretts hope to maintain the land as an agricultural operation and to maintain the open space in order to help improve water quality of Lake Okeechobee.

	<u>Score</u> (None, Low, Moderate, High)
<b>DACS Staff Assessment (site visit) – Agricultural Legacy:</b>	
• Benefits related to agric/forestry legacy, historical structures, etc.	Moderate

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

### Silviculture Operations

N/A

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

### Cow / Calf - Livestock Operations

Herd is composed of Brangus Cross averaging approximately 900 – 1200 lbs. Average body condition score of cattle observed was 6. Cattle are on a 120 day breeding period from Jan. – April. Cattle are on the animal ID program. Cows are vaccinated once a year and calves are vaccinated twice a year. Cattle have free choice mineral year round and molasses in the winter and calves are creep fed.

Pasture grass species include 300 acres of Bahia grass, with the rest in Hermarthria and star grass Forage is adequate for stocking rate. Syfrett Ranch rotates between 18 to 20 pastures on an as-needed basis based on forage height. Pastures are fertilized once per year and fertilization amounts are based on soil and/or tissue test results. Pastures are limed on an as needed basis to control pH. There is an on-going pasture weed control program. Pastures are not burned. Property contains wells, water troughs and cattle watering ponds.

Field fencing, pens and gates are in good condition. Other ranch buildings such as commodity barns and other structures are in good condition.

	<u>Score</u>
	(None, Low, Moderate, High)
<b>DACS Staff Assessment (site visit) - Cow / Calf Operations</b>	
• Beef quality assurance guidelines implemented (Yes/No)	Yes
• Quality of cow-calf / livestock operations	High
• Suitability for long-term ranch / cow-calf /or other livestock use	High

### Farming Operations / Other Agricultural Uses

Approximately 300 acres of hay are cut annually if needed and are utilized on site.

### Participation in Government Partnerships / Cost Shares

Syfrett Ranch has participated in the FDACS Cost Share Program and NRCS EQIP Program. Through these programs Syfrett Ranch has installed cross fencing, alternative water systems, surface water control structures and has performed pasture weed management. Syfrett Ranch also participated in the FRESP Program and has received the Florida Farm Bureaus CARES Award for responsible environmental stewardship.



**Overall DACS Agricultural Production / Marketing Observations**

Syfrett Ranch is a high quality cow/calf operation. Syfrett Ranch has participated in the FDACS BMP Cost Share Program and the NRCS EQIP (Environmental Quality Incentive Program). Through these programs Syfrett Ranch has installed BMPs including cross-fencing for pasture rotation, alternative water sources, and structures for surface water control. All of these BMPs help to improve water quality in the area.

Syfrett Ranch was also one of the first ranches to participate in FRESP (Florida Ranchlands Environmental Services Project). The six-year FRESP pilot project was a stakeholder partnership that included ranchers, environmental groups, state and federal agencies, and research scientists. The pilot project's goal was to design a "payment for environmental services" (PES) program in which willing ranch-owner "sellers" could enter into contracts with state-agency "buyers" to provide water retention and nutrient load reduction services above and beyond regulatory requirements critical to improving the health of Lake Okeechobee and the estuaries as well as contributing to greater Everglades' restoration. Syfrett Ranch continues to utilize the improvements made through the FRESP program to retain water on the property.

Syfrett Ranch has a closed herd and sends their heifers to Decatur at under 20 months.

	<b><u>Score</u></b>
	<small>(None, Low, Moderate, High)</small>
<b>DACS Staff Assessment (site visit) –Overall Agric. Production:</b>	
• Participation in the DACS Agricultural BMP Program (Yes/No)	Yes
• Quality of agricultural production	High
• Suitability of project for long-term agricultural use	High

**Property Maintenance & Other Activities**

**Prescribed Fire Regime**

The landowner advised that a few lightning strikes have occurred on the property over the last five years and each burned approximately 1/10 acre each. There is no prescribed burning conducted on the property.

**Presence of Non-Native Invasive Species**

The property has non-native plant species including soda apple, smut grass, Brazilian pepper, cogon grass and thistle. The owner has a continuous control program to spray and spot treat pasture weeds and exotics.

**Recreational Use / Hunting**

The recreational activities on the ranch are for family and friends only. These activities include horseback riding and hunting.

**Agricultural/Forestry Government Program Participation:**

<b><u>DACS BMP Notice of Intent (Program Title)</u></b>	<b><u>NOI Date</u></b>	<b><u>Acres</u></b>
38011, 38013 Cow / Calf		

## Natural Features – Habitat and Wildlife Resources

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

The Syfrett Ranch proposal includes 3058 acres (per proposal; 3075 acres per GIS) in southeastern Highlands and northeastern Glades counties. It is a contiguous piece of property about 1.7 miles east of the junction of SR 70 and CR 721. The property is situated about 3 miles west of the Kissimmee River at a point about 7 miles north of where it joins Lake Okeechobee.

The property is almost entirely in improved pasture and is managed for a cow/calf operation. There is < 100 acres of mesic hammock (palm/oak canopy) in the central portion. Wetlands on the property consist of small scattered depression marshes throughout the pasture area. The property is ditched for flood control and irrigation.

No rare species are documented on the property. The property has potential to support Florida burrowing owl and crested caracara.

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

- Overall benefit as related to natural resource benefit

### **Score**

(None, Low, Moderate, High)

None

## FNAI Assessment (2017)

### Syfrett Ranch: Conservation Resources Assessment 20170928

ACRES = 3,075

MEASURES	Acres <sup>a</sup>	% of project
<b>B1: Strategic Habitat Conservation Areas</b>		
Priority 1	0	0%
Priority 2	0	0%
Priority 3	259	8%
Priority 4	0	0%
Priority 5	202	7%
<b>Total Acres</b>	<b>461</b>	<b>15%</b>
<b>B2: FNAI Habitat Conservation Priorities</b>		
Priority 1	0	0%
Priority 2	0	0%
Priority 3	0	0%
Priority 4	93	3%
Priority 5	2,899	94%
Priority 6	22	1%
<b>Total Acres</b>	<b>3,015</b>	<b>98%</b>
<b>B3: Ecological Greenways</b>		
Priority 1	1,876	61%
Priority 2	0	0%
Priority 3	0	0%
Priority 4	0	0%
Priority 5	1,199	39%
Priority 6	0	0%
<b>Total Acres</b>	<b>3,075</b>	<b>100%</b>
<b>B4: Under-represented Natural Communities</b>		
Upland Glade (G1)	0	0%
Pine Rockland (G1)	0	0%
Scrub and Scrubby Flatwoods (G2)	0	0%
Rockland Hammock (G2)	0	0%
Dry Prairie (G2)	0	0%
Seepage Slope (G2)	0	0%
Sandhill (G3)	0	0%
Sandhill Upland Lake (G3)	0	0%
Upland Pine (G3)	0	0%
Mesic/Wet Flatwoods (G4)	0	0%
Upland Hardwood Forest (G5)	0	0%
<b>Total Acres</b>	<b>0</b>	<b>0%</b>
<b>C4: Natural Floodplain Function</b>		
Priority 1	0	0%
Priority 2	0	0%
Priority 3	0	0%
Priority 4	41	1%
Priority 5	1,415	46%
Priority 6	1,404	46%
<b>Total Acres</b>	<b>2,860</b>	<b>93%</b>

<sup>a</sup>Number of acres of each resource in the project and percentage of project represented by each resource are listed except where noted.

MEASURES (continued)	Acres <sup>a</sup>	% of project
<b>C5: Surface Water Protection</b>		
Priority 1	0	0%
Priority 2	0	0%
Priority 3	21	1%
Priority 4	16	1%
Priority 5	989	32%
Priority 6	1	<1%
Priority 7	2,038	66%
<b>Total Acres</b>	<b>3,066</b>	<b>100%</b>
<b>C7: Fragile Coastal Resources</b>		
Fragile Coastal Uplands	0	0%
Imperiled Coastal Lakes	0	0%
Coastal Wetlands	0	0%
<b>Total Acres</b>	<b>0</b>	<b>0%</b>
<b>C8: Functional Wetlands</b>		
Priority 1	0	0%
Priority 2	0	0%
Priority 3	0	0%
Priority 4	38	1%
Priority 5	65	2%
Priority 6	13	<1%
<b>Total Acres</b>	<b>116</b>	<b>4%</b>
<b>D3: Aquifer Recharge</b>		
Priority 1	0	0%
Priority 2	0	0%
Priority 3	268	9%
Priority 4	605	20%
Priority 5	1,813	59%
Priority 6	390	13%
<b>Total Acres</b>	<b>3,075</b>	<b>100%</b>
<b>G1: Sustainable Forestry</b>		
Priority 1	0	0%
Priority 2	0	0%
Priority 3	0	0%
Priority 4	0	0%
Priority 5 - Potential Pinelands	833	27%
<b>Total Acres</b>	<b>833</b>	<b>27%</b>
<b>G3: Forestland for Recharge</b>		
	0	0%

## Natural Features (continued)

### DACS Technical Team Site Visit Observations:

The ranch is a mosaic of several natural communities though dominated by improved and semi-improved pasture. There are many hardwood and large cabbage tree hammocks though out the property. There is some old growth scattered south Florida pine within some of the hammocks. These hammocks are managed very well for hunting the natural game species on the property.

The ranch habitat supports white-tailed deer, bobwhite quail, dove, wild turkey, ducks, hogs and a variety of wading birds. The property also supports a many mammals and raptors common to the area.

Some endangered species that have been seen by the owner include Sherman's fox squirrel, bald eagles, crested caracara and the Florida panther.

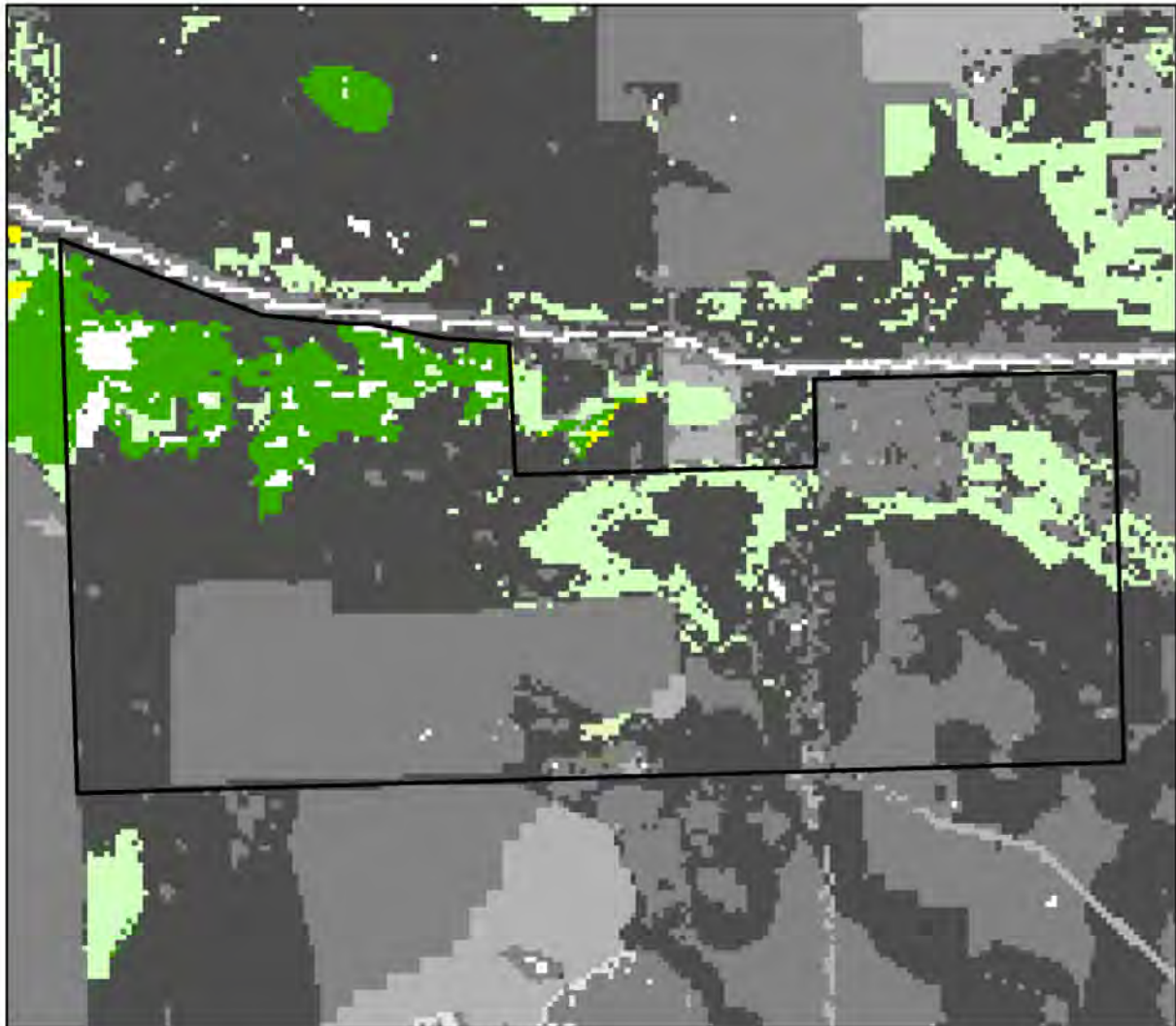
	<u>Score</u>
	(None, Low, Moderate, High)
<b>DACS Staff Assessment (site visit) – Natural Features</b>	
Overall significance / condition of natural areas / wildlife / species habitat	High

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

The FWC uses the Integrated Wildlife Habitat Ranking System (IWHRS 2009) Geographic Information System (GIS) model to interpret wildlife habitat value on a scale from 0 to 10; a rank of 10 being of greatest value. This GIS model ranks landscape level wildlife habitat of importance to terrestrial vertebrates including listed species, focal species, or species that are otherwise rare or imperiled. Application of this model assists in the identification and conservation of important wildlife habitats.

The project has an IWHRS 2009 mean score of 3.8

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



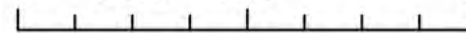
**Rural and Family Lands  
Protection Program**

Wildlife Resource  
Evaluation 2009

Syfrett Ranch

Mean IWHR Value = 3.8

0 0.375 0.75 1.5 Miles



**Florida Fish and Wildlife Conservation Commission  
Integrated Habitat Ranking System 2009**



## Hydrological Resources and Conditions

### South Florida Water Management District Observations (SFWMD):

The proposed easement area is mostly within Flood Zone A. Significant agricultural ditching has occurred. However, it does not appear that significant amounts of spoil have been placed that would restrict the movement of water into some areas of the flood plain.

The proposed easement area is within the C-41A Drainage Basin in Highlands and Glades Counties, and contributes to the Lake Okeechobee Watershed. Drainage is generally south to north (to the C-41A Canal) and is managed via a series of pasture ditches/swales utilized for flood protection and irrigation.

The application mentions that 13% of the proposed easement (402 acres) is considered wetlands. The hydrology of the wetlands appears to have been altered by ditching for pasture flood management. However, various EQIP-funded projects and remnants of a previous Florida Ranchlands Environmental Services Pilot (FRESP) project have largely restored much of that hydrology. There do not appear to be any other surface waters within the easement area.

The property is within the -.75" to -.25" recharge range for the Kissimmee River Basin (1995).

	<u>Score</u>
<b>SFWMD Assessment – Hydrological Resources:</b>	(None, Low, Moderate, High)
• Overall hydrological resource benefit	Moderate

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

Syfrett Ranch contains improved pasture with scattered uplands and freshwater emergent wetlands throughout the property. The ranch has employed Agricultural Best Management Practices (BMPs) including alternative water sources, cross-fencing for pasture rotation and surface water control structures (SWCs). The SWCs have allowed the ranch to rehydrate the wetlands found on site. The wetlands are all in good condition and contain native plant species and little exotic vegetation.

### Basin Management Action Plan

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

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

## **Connectivity / Buffering Benefit**

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

There are no Florida Forever Projects in the area. Any benefits would be minimal.

The property is not adjacent to any publicly managed lands. Benefits would be minimal.

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

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

N/A

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

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

The eastern end of the north boundary of the property is adjacent to the Perry Smith Highlands Rural and Family Lands proposal across the C-41A canal. The property is about 2 miles west of Wetlands Reserve Program Easement #153 and 4 miles west of Paradise Run property (Southwest Florida Water Management District) along the former channel of the Kissimmee River. Five miles to the north is the Rural and Family Lands-funded Pelaez & Sons Agricultural and Conservation Easement. The River Tract and Perry Smith Highlands are RFLPP properties, located to the north of Syfrett Ranch.

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

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

• Is the Project adjacent to Existing Project(s): (Yes/No)	No
• Is the Project adjacent to 2017 Potential Project(s): (Yes/No) Perry Smith Family Ranch and Timberlands	Yes

## **Land Planning and Growth Management**

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

#### **Land Use Designation**

The existing land use on the subject property is agriculture (cow/calf operation). The existing land use on the surrounding area is: (North) grazing; (South) pastureland; (East) cropland and pastureland; and (West) cropland and grazing.

#### **Threats of Conversion**

The subject property has a low to moderate potential of conversion to non-agricultural use because it is not in close proximity to existing urban type land uses, the future land use designation has a maximum residential density of one dwelling unit per twenty acres, and Glades County has a relatively low rate of population growth. The subject property is surrounded by Agriculture future land use designations in Highlands County and Glades County, and these designations pose only a low threat of conversion of the subject property to non-agricultural use.

#### **Development Trends**

The property is located in southeastern Highlands County and northeastern Glades County, and the development trends in the area surrounding the subject property are predominantly rural in character (agriculture) and this would encourage continued agriculture on the property.

	<b><u>Score</u></b>
	<small>(None, Low, Moderate, High)</small>
<b>DEO Assessment - Land Planning and Growth Management:</b>	
• Overall level of threat of conversion	Low
<b>Is Project Within a Land Stewardship Area: (Y/N)</b>	No



# RFLPP Technical Committee Evaluation Summary

**Project:** Syfrett Ranch  
**County:** Highlands & Glades  
**Acres:** 3,058

*Total Composite Score: 83 of 153*

**1. Meets RFLPP Goals and Public Purposes:**

Team Members:

- Florida Department of Agriculture (SITE VISIT)
- South Florida Water Management District
- Florida Fish and Wildlife Conservation Commission
- Florida Department of Environmental Protection
- Florida Department of Economic Opportunity
- Florida Natural Areas Inventory

*Composite Score: 21 of 33*

None	Low	Moderate	High

**2. Overall Threat Level for Conversion to Non-Ag or Potential for Development:**

Team Member: Florida Department of Economic Opportunity

*Composite Score: 3 of 9*

None	Low	Moderate	High

**3. Benefit of Project for Connectivity/Buffering**

**Adjacent Public Lands/Easement:**

Team Members:

**-Connectivity Benefit:**

- Adjacent Public Land Manager
- Florida Department of Environmental Protection

**-Buffering Benefit:**

- Adjacent Public Lands Manager
- Florida Department of Environmental Protection

**-Benefit / Contiguous with Existing RFLPP:**

- Florida Department of Agriculture (SITE VISIT)

**-Landscape Connectivity and Contribution (FNAD):**

- Florida Natural Areas Inventory

*Composite Score: 1 of 21*

None	Low	Moderate	High
<b>No</b>		<b>Yes</b>	
None	Low	Moderate	High

**4. Benefit of Project Related to Agricultural Legacy of Property and Structures:**

Team Member: Florida Department of Agriculture (SITE VISIT)

*Composite Score: 6 of 9*

None	Low	Moderate	High

**5. Benefit of Project Related to Protecting**

**Water Resources:**

Team Member: South Florida Water Management District

*Composite Score: 6 of 9*

None	Low	Moderate	High

**6. Benefit of Project Related to Protecting Natural**

**Habitat and Wildlife Resources:**

Team Members: Florida Fish and Wildlife Conservation Commission  
 Florida Natural Areas Inventory  
 Florida Department of Agriculture (SITE VISIT)

*Composite Score: 4 of 9*

None	Low	Moderate	High

## RFLPP Technical Committee Evaluation Summary

### 7. Forestry Operations:

Team Members:

- Degree of Suitability of Land for Long-term Forestry:  
Florida Department of Agriculture (SITE VISIT)
- Degree of Quality of Forestry Operations:  
Florida Department of Agriculture (SITE VISIT)
- Compliance with Forestry BMPs:  
Florida Department of Agriculture (SITE VISIT)

*Composite Score: 0 of 21*

None	Low	Moderate	High
No		Yes	

### 8. Ranching/Livestock/Grazing Operations:

Team Members:

- Degree of Suitability of Land for Long-term Ranching:  
Florida Department of Agriculture (SITE VISIT)
- Degree of Quality of Cow-Calf/Livestock Operations:  
Florida Department of Agriculture (SITE VISIT)
- Compliance with Beef Quality Assurance Guidelines:  
Florida Department of Agriculture (SITE VISIT)

*Composite Score: 21 of 21*

None	Low	Moderate	High
No		Yes	

### 9. Crops/Ag Uses & Production/NRCS & DACS

**Participation/BMPs/Marketing:**

Team Members:

- Degree of Suitability of Land for Long-term Ag Use:  
Florida Department of Agriculture (SITE VISIT)
- Degree of Quality of Overall Agricultural Operations:  
Florida Department of Agriculture (SITE VISIT)
- Participation in DACS Agricultural BMP Program:  
Florida Department of Agriculture (SITE VISIT)

*Composite Score: 21 of 21*

None	Low	Moderate	High
No		In Process	Yes



# Rural and Family Lands Program

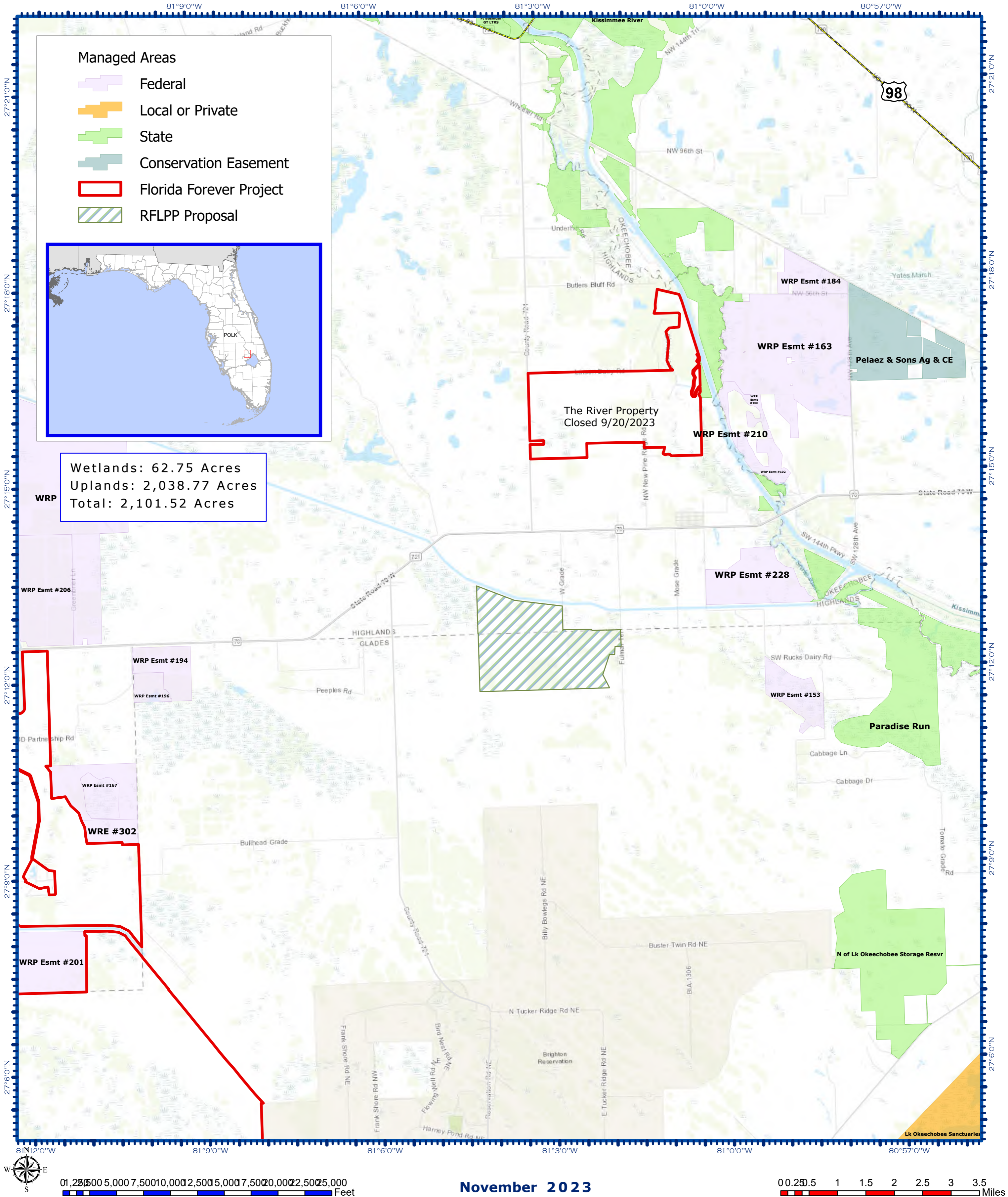
## Syfrett Ranch

Landowner: Syfrett Ranch, Inc.

Glades and Highland Counties, Florida

**DISCLAIMER:**  
This map was created by the Florida Forest Service (FFS) Geographic Information System (GIS) staff using data from multiple sources. Maps created by FFS are designed for division use and for use by related public agencies; these products are not legal descriptions or documents.  
The Florida Forest Service reserves the right to correct, update, modify, or replace, GIS products without notification. The Florida Forest Service makes no warranty, either written or implied as to the accuracy or completeness of the information in this map.

Managed Area boundaries courtesy of the Florida Natural Areas Inventory



0 1,250 2,500 5,000 7,500 10,000 12,500 15,000 17,500 20,000 22,500 25,000 Feet

November 2023

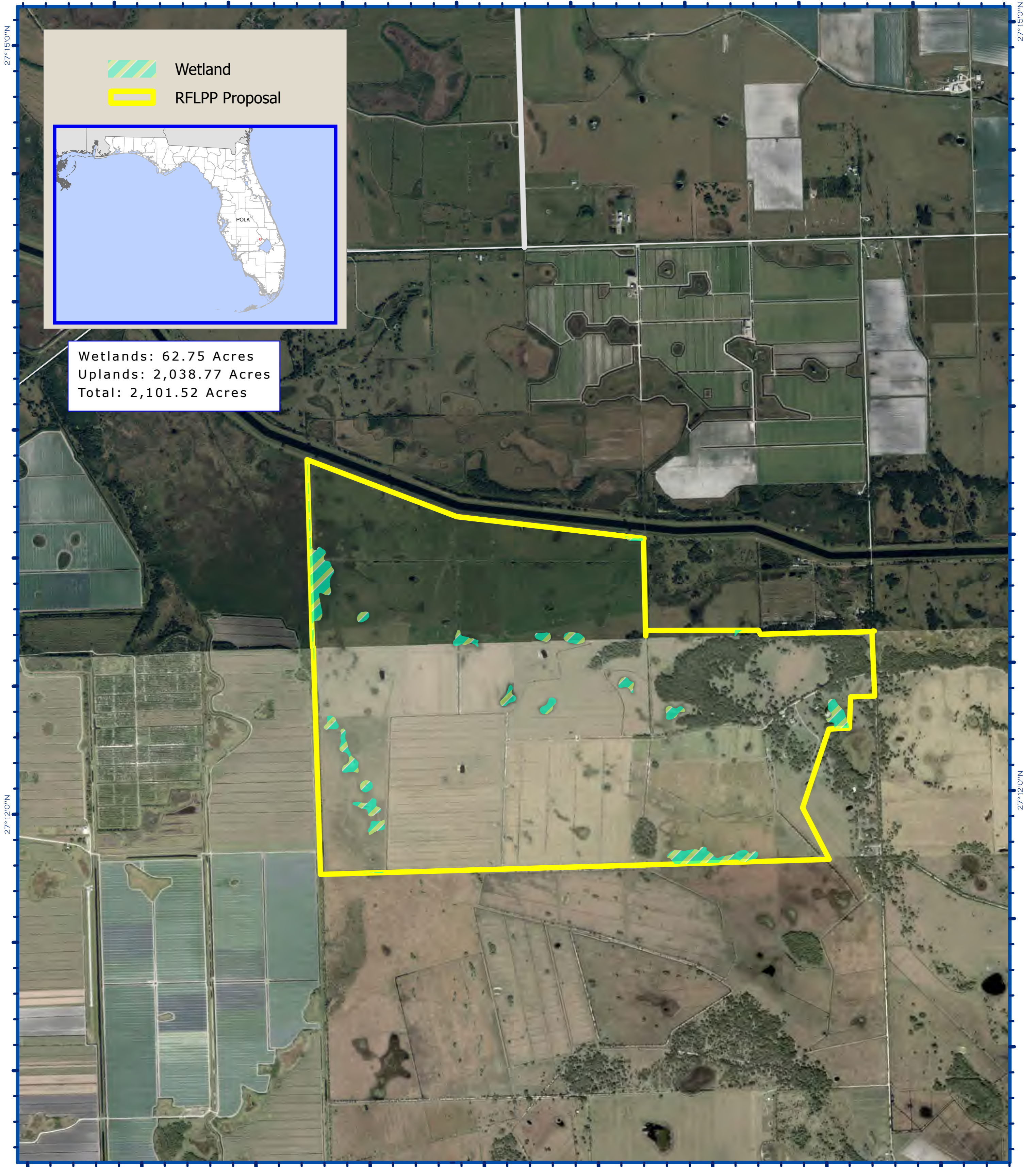
0 0.5 1 1.5 2 2.5 3 3.5 Miles




# Rural and Family Lands Program Syfrett Ranch

Landowner: Syfrett Ranch, Inc.  
Glades and Highland Counties, Florida

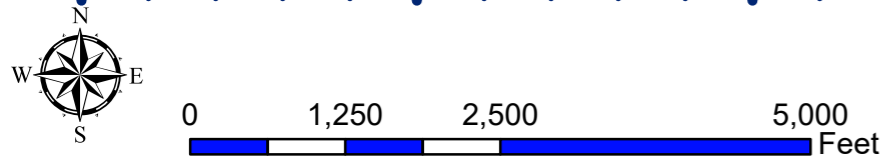
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Managed Area boundaries courtesy of the Florida Natural Areas Inventory



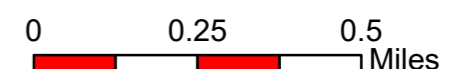
 Wetland  
 RFLPP Proposal



Wetlands: 62.75 Acres  
Uplands: 2,038.77 Acres  
Total: 2,101.52 Acres



November 2023



Project: Syfrett Ranch  
Glades and Highlands Counties

## OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between SYFRETT RANCH, INC., a Florida corporation, whose address is P. O. Box 1287, Okeechobee, Florida 34973 as ("Seller") and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services ("FDACS"), Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843, as "Buyer". Buyer's agent in all matters shall be the Rural and Family Lands Protection Program.

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

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

3.A. **PURCHASE PRICE.** The purchase price for the Easement is EIGHT MILLION ONE HUNDRED NINETY-FIVE AND 00/100 DOLLARS (\$8,195,000) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Easement as determined in accordance with Sections 570.71-715, Florida Statutes, and Rule 5I-7.009, Florida Administrative Code, ("FDACS Approved Value"). The determination of the FDACS Approved Value and the Final Adjusted Purchase Price can only be made after the completion and FDACS's approval of the survey required in paragraph 6.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.

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

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash, and debris (hereafter, "trash and debris") from the Property to the satisfaction of FDACS prior to the exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 3% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

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

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

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

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

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

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

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

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



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

25. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of FDACS, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of FDACS, and shall be subject to the final approval of FDACS. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties. Any reduction in the square footage area of the Property resulting from changes in the legal description of Exhibit "A" or more accurate survey of the Property shall result in pro rata reduction of the purchase price for the Property, which reduction shall not constitute an adjustment to purchase price as contemplated in Paragraph 3.B above.

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

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

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

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

For Seller:  
Syfrett Ranch, Inc.  
P. O. Box 1287  
Okeechobee, Florida 34973  
Attn: Melissa A. Syfrett, Director

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

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

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

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

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **NOVEMBER 28, 2023**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE FDACS APPROVED VALUE OF THE EASEMENT, AND (2) FDACS APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY THE FINAL PURCHASE PRICE UNDER THIS AGREEMENT IS SUBJECT TO AN APPROPRIATION BY THE LEGISLATURE AND APPROVAL BY THE BOARD OF TRUSTEES. THE FINAL PURCHASE PRICE MAY NOT EXCEED THE MAXIMUM OFFER AUTHORIZED BY LAW.

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

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

SELLER

SYFRETT RANCH, INC.,  
a Florida corporation

Madonna L. Bryant  
Witness as to Seller

Madonna L. Bryant  
Printed Name of Witness

David F. Lewis  
Witness as to Seller

David F. Lewis  
Printed Name of Witness

Melissa A. Syfrett  
Melissa A. Syfrett, as Director

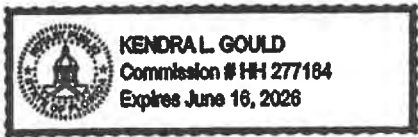
11/27/2023  
Date signed by Seller

STATE OF FLORIDA  
COUNTY OF Okechobee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Melissa A. Syfrett, as Director of Syfrett Ranch, Inc., a Florida corporation, by means of [] physical presence or [ ] online notarization, who is [] personally known to me or [ ] who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and who acknowledged before me that he/she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of November, 2023.

(NOTARY PUBLIC SEAL)



Kendra L. Gould  
Notary Public

Kendra L. Gould  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: HH 277184

My Commission Expires: June 16, 2026

BUYER

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

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

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

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

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

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

STATE OF FLORIDA  
LEON COUNTY

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2023.

(NOTARY PUBLIC SEAL)

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

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

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

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

## **Schedule of Exhibits and Addenda**

Exhibit A – Legal Description

Exhibit B - Deed of Easement

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

Exhibit B to Deed of Easement – Significant Natural Areas Map

Exhibit C to Deed of Easement – Easement Monitoring Form

Addendum 1 – Beneficial Interest and Disclosure Affidavit

Addendum 2 – Corporate Addendum

## EXHIBIT A

The Land referred to herein below is situated in the County of HIGHLANDS AND GLADES, State of Florida, and is described as follows:

### Parcel A

Being a parcel of land lying in Sections 4, 5 and 6, Township 38 South, Range 33 East, Glades County, Florida, and in Sections 31, 32 and 33, Township 37 South, Range 33 East, Highlands County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of said Section 6; thence bear N 00°37'27" W, along the West line of said Section 6, for a distance of 5383.92 feet to the Northwest corner of said Section 6, Township 38 South, Range 33 East, Glades County, Florida, and being also the Southwest corner of said Section 31, Township 37 South, Range 33 East, Highlands County, Florida; thence bear N 00°19'12" W, along the West line of said Section 31, for a distance of 4433.95 feet to the intersection with the South right-of-way line of Canal C-41-A; thence bear S 67°50'26" E, along said South right-of-way line, for a distance of 3800.47 feet to a point; thence bear S 82°12'03" E, continuing along said South right-of-way line, for a distance of 1811.09 feet to the intersection with the East line of said Section 31, being also the West line of said Section 32; thence continue S 82°12'03" E, along said South right-of-way line, for a distance of 2692.65 feet to the intersection with the one-half (1/2) Section line of said Section 32; thence bear S 00°23'19" E, along said one-half (1/2) Section line, for a distance of 2249.20 feet to a point; thence bear N 89°52'53" E for a distance of 2668.95 feet to a point; thence bear S 00°26'33" E for a distance of 100.00 feet to the Southeast corner of said Section 32, and being also the Southwest corner of said Section 33, and being also the Northeast corner of said Section 5, and being also the Northwest corner of said Section 4; thence bear N 89°50'18" E, along the North line of said Section 4 and being also the South line of Section 33, for a distance of 1333.15 feet to a point; thence bear N 00°26'25" W for a distance of 416.94 feet to a point; thence bear S 81°05'28" E for a distance of 955.49 feet to a point; thence bear S 88°48'36" E for a distance of 391.01 feet to a point; thence bear S 00°31'25" E for a distance of 254.50 feet to the South one-quarter (1/4) corner of said Section 33, being also the North one-quarter (1/4) corner of said Section 4; thence continue S 00°31'25" E, along the one-half (1/2) Section line of said Section 4, for a distance of 3970.36 feet to a point; thence bear S 89°42'56" W for a distance of 501.44 feet to the Northwest corner of an out-parcel as shown on a survey prepared by DeHays Design, Drawing No. 74D, Sheet 5 of 5, Dated April, 1997; thence bear S 00°16'23" E, along the West boundary line of said out-parcel, for a distance of 1399.68 feet to the intersection with the South line of said Section 4, and being also the Southwest corner of a parcel of land as described in O.R. Book 70, Page 584 of the Public Records of Glades County, Florida; thence bear S 89°42'56" W, along said South line of Section 4, for a distance of 2156.18 feet to the Southwest corner of said Section 4, and being also the Southeast corner of said Section 5; thence bear S 89°39'30" W, along the South line of said Section 5, for a distance of 2660.53 feet to the South one-quarter (1/4) corner of said Section 5; thence bear S 89°40'14" W, continuing along said South line of Section 5, for a distance of 2655.81 feet to the Southwest corner of said Section 5, and being also the Southeast corner of said Section 6; thence bear S 89°44'04" W, along the South line of said Section 8, for a distance of 5319.74 feet to the POINT OF BEGINNING.

TOGETHER WITH a non-exclusive 40.00 feet ingress and egress easement, lying in Sections 28 and 33, Township 37 South, Range 33 East, Highlands County, Florida, and Section 4, Township 38 South, Range 33 East, Glades County, Florida, and bring 20.00 feet on each side of and parallel to the following described centerline:

BEGIN at the intersection of the South right-of-way line of State Road 70, (a/k/a State 8) with the one-half (1/2) Section line of said Section 28, said point lying within existing easements as described in O.R. Book 1179, Page 183, O.R. Book 152, Page 109, O.R. Book 206, Page 354, O.R. Book 207, Page 253 and O.R. Book 1294, Page 1358 as recorded in the Public Records of Highlands County, Florida; thence bear S 00°20'00" E, along the said one-half (1/2) Section line of Section 28, for a distance of 3894.35 feet to the South one-quarter (1/4) corner of said Section 28, being also the North one-quarter (1/4) corner of said Section 33; thence bear S 00°26'04" E, along the one-half (1/2) Section line of said Section 33, for a distance of 3272.42 feet to the

intersection with the North right-of-way line of Canal C-41A, and being the POINT-OF-TERMINUS of said centerline of 40.00 feet ingress and egress easement lying North of said Canal C-41A right of way; thence bear S 00°10'49" E, across said right-of-way of Canal C-41A, for a distance of 539.48 feet to the POINT-OF-BEGINNING of said 40.00 feet ingress and egress easement lying South of said Canal C-41 A right-of-way; thence bear S 00°31 '25" E for a distance of 1539.15 feet to the South one-quarter (1/4) corner of said Section 33, Township 37 South, Range 33 East, Highlands County, Florida, and being also the North one quarter (1/4) corner of said Section 4, Township 38 South, Range 33 East, Glades County, Florida, said point lying also within existing easements as described in O.R. Book 56, Page 146, O.R. Book 56, Page 148, O.R. Book 119, Page 139 and O.R. Book 153, Page 1018, as recorded In the Public Records of Glades County, Florida; thence bear S 00°31 '25" E, along the one-half (1/2) Section line of said Section 4, for a distance of 3970.36 feet to the POINT-OF-TERMINUS of said centerline of 40.00 feet ingress and egress easement.

Parcel A-1-A

Commence at the Southeast corner of said Section 32; thence bear N 00°26'33" W, along the East line of said Section 31, for a distance or 617.00 feet to the point-of-beginning; thence continue N 00°26'33" W along said Section line, for a distance of 1582.85 feet to the intersection with the South right-of-way line of canal C-41A; thence bear N 01°08'27" W, along said South right-of-way line for a distance of 56.42 feet to a point; thence bear S 89°30'27" W, continuing along said South right-of-way line, for a distance of 1908.95 feet to a point; thence bear N 82°12'03" W, continuing along said South right-of-way line, for a distance of 765.06 feet to the intersection with the ½ Section line of said Section 32; thence bear S 00°23'19" E, along said ½ Section line, for a distance of 1732.28 feet to a point; thence bear N 89°52'53" E for a distance of 2668.45 feet to the POINT OF BEGINNING.

TOGETHER WITH the EASEMENT BENEFITTING PARCEL: A-1-A described in O.R. Book 1374, Page 1245, Public Records of Highlands County, more particularly described as follows:

Begin at the intersection of the South right-of-way line of State Road 70, (a/k/a State Road 8) with the one-half (1/2) section line of said Section 28, said point lying within existing easements as described in O.R. Book 1179, Page 183, O.R. Book 152, Page 109, O.R. Book 206, Page 354, O.R. Book 207, Page 253, and O.R. Book 1294, Page 1358, as recorded in the Public Records of Highlands County, Florida , thence bear S 00°20'00" E along the said one-half (1/2) section line of Section 28, for a distance of 3894.35 feet to the South one-quarter (1/4) corner of said Section 28, being also the North one-quarter (1/4) corner of said Section 33, thence bear S 00°26'04" E, along the one-half (1/2) Section line of said Section 33, for a distance of 3272.42 feet to the intersection with the North right-of-way line of Canal C-41A, and being the Point-of-Terminus of said centerline of 40.00 feet ingress and egress easement lying North of said Canal C-41A right-of-way; thence bear S 00°10'49" E, across said right-of-way of Canal C-41A, for a distance of 539.48 feet to the Point-of-Beginning of said 40.00 feet ingress and egress easement lying South of said Canal C-41A right-of-way; thence bear S 00°31'2 " E for a distance of 1539.15 feet to the south one-quarter (1/4) corner of said Section 33, Township 37 South, Range 33 East, Highlands County, Florida and being also the North one-quarter ( 1/4) corner of said Section 4, Township 38 South, Range 33 East, Glades County, Florida, said point lying also within existing easements as described in O.R. Book 56, Page 146, O.R. Book 56, Page 148, O.R. Book 119, Page 139, and O.R. Book 153, Page 1018, as recorded in the Public records of Glades County, Florida; thence bear S 00°31'25" E, along the one-half (1/2) Section line of said Section 4, for a distance of 960.81 feet to the intersection with the centerline of Camp Block Road; thence along said centerline of Camp Block Road, continuing along said centerline of 40.00 feet ingress and egress easement, for the following described bearings and distances; bear S 75°49' 18" W for a distance of 1001.55 feet to a point; thence bear S 64°08'23" W for a distance of 900.41 feet to a point; thence bear S 60°38'33" W for a distance of 403.54 to a point; thence bear S 52°35'03" W for a distance of 395.17 feet to a point; thence bear S 40°33' 16" W for a distance of 318.21 feet to the intersection with the West line of said Section 4, and being also the East line of said Section 5; thence bear N 78°43'07" W for a distance of 802.35 feet to a point ; thence bear S 81°01 '08" W for a distance of 781.48 feet to a point; thence bear S 79°20'48" w for a distance of 846.12 feet to a point; thence bear S t17°24'36" W for a distance of 273.87 feet to the intersection with the centerline of 100.00 feet drainage and maintenance road easement; thence bear N 00°39' 14" W, along said centerline of easement, for a

distance of 2396.90 feet to the North one-quarter (1/4) corner of said Section 5, being also the South one-quarter (1/4) corner of said Section 32; thence bear N 00°23' 19" W, along the one-half (1/2) Section line of said Section 32, for a distance of 2349.20 feet to the intersection with the South right-of-way line of Canal C- 41A, and the Point-of-Terminus of said centerline of 40.00 feet ingress and egress easement.

#### Parcel A-1-B

Being a parcel of land lying in Section 32, Township 37 South, Range 33 East, Highlands County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 32; thence bear N 00°26'33" W, along the East line of said Section 32, for a distance of 100.00 feet to the POINT-OF-BEGINNING; thence continue N 00°26'33" W along said Section line, for a distance of 517 feet to a point; thence bear S 89°52'53" W, 2668.45 feet to a point; thence bear S 00°23'19" E 517 feet, thence bear N 89°52'53" E 2668.95 feet to the POINT OF BEGINNING.

TOGETHER WITH the EASEMENT BENEFITTING PARCEL: A-1-B described in O.R. Book 1374, Page 1245, Public Records of Highlands County, more particularly described as follows:

Being a non-exclusive 40.00-foot ingress and egress easement, lying in Sections 28 and 33, Township 37 South, Range 33 East, Highlands County Florida, and Section 4, Township 38 South, Range 33 East, Glades County, Florida, and being 20.00 feet on each side of and parallel to the following described centerline:

Begin at the intersection of the South right-of-way line of State Road 70, (a/k/a State Road 8) with the one-half (1/2) section line of said Section 28, said point lying within existing easements as described in O.R. Book 1179, Page 183, O.R. Book 152, Page 109, O.R. Book 206, Page 354, O.R. Book 207, Page 253, and O.R. Book 1294, Page 1358, as recorded in the Public Records of Highlands County, Florida, thence bear S 00°20'00" E. along the said one-half (1/2) section line of Section 28, for a distance of 3894.35 feet to the South one-quarter (1/4) corner of said Section 28, being also the North one-quarter (1/4) corner of said Section 33, thence bear S 00°26'04" E, along the one-half (1/2) Section line of said Section 33, for a distance of 3272.42 feet to the intersection with the North right-of-way line of Canal C- 41A, and being the Point of-Terminus of said centerline of 40.00 feet ingress and egress easement lying North of said canal C-41A right-of-way; thence bear S 00°10'49" E, across said right-of-way of canal C- 41A, for a distance of 539.48 feet to the Point-of-Beginning of said 40.00 feet ingress and egress easement lying South of said canal C-41A right-of-way; thence bear S 00°31 '25"E for a distance of 1539.15 feet to the south one-quarter (1/4) corner of said Section 33, Township 37 South, Range 33 East, Highlands County, Florida and being also the North one-quarter (1/4) corner of said Section 4, Township 38 South, Range 33 East, Glades County, Florida, said point lying also within existing easements as described in O.R. Book 56, Page 146, O.R. Book 56, Page 148, O.R. Book 119, Page 139, and O.R. Book 153, Page 1018, as recorded in the Public records of Glades County, Florida; thence bear S 00°31'25" E, along the one-half (1/2) Section line of said Section 4, for a distance of 960.81 feet to the intersection with the centerline of Camp Block Road; thence along said centerline of Camp Block Road, continuing along said centerline of 40.00 feet ingress and egress easement, for the following described bearings and distances; bear S 75°49'18" W for a distance of 1001.55 feet to a point; thence bear S 64°08'23" W for a distance of 900.41 feet to a point; thence bear S 60°38'33" W for a distance of 403.54 to a point; thence bear S 52°35'03" W for a distance of 395.17 feet to a point; thence bear S 40°33'16" W for a distance of 318.21 feet to the intersection with the West line of said Section 4, and being also the East line of said Section 5; thence bear N 78°43'07" W for a distance of 802.35 feet to a point; thence bear S 81°01'08" W for a distance of 781.48 feet to a point; thence bear S 79°20'48" W for a distance of 846.12 feet to a point; thence bear S 87°24'36" W for a distance of 273.87 feet to the intersection with the centerline of 100.00 feet drainage and maintenance road easement; thence bear N 00°39'14" W, along said centerline of easement, for a distance of 2396.90 feet to the North one-quarter (1/4) corner of said Section 5, being also the South one-quarter (1/4) corner of said Section 32; thence bear N 00°23'19" W, along the one-half (1/2) Section line of said Section 32, for a distance of 2349.20 feet to the intersection with the South right-of-way line of Canal C-41A, and the Point-of Terminus of said centerline of 40.00 feet ingress and egress easement.



## EXHIBIT "B"

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

Project Name: Syfrett Ranch  
County: Glades and Highlands

### DEED OF RURAL LANDS PROTECTION EASEMENT

**THIS DEED OF RURAL LANDS PROTECTION EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 202\_, by SYFRETT RANCH, INC., a Florida corporation, whose address is Post Office Box 1287, Okeechobee, Florida 34973, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("Grantee").

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

### NOTICES

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

**Grantor's Address:** Post Office Box 1287, Okeechobee, Florida 34973

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

### RECITALS

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

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

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

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

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

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

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

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

H. Conservation Purpose. The definition of "conservation purpose" contained in 26 U.S.C. 1760(h)(4), includes the preservation of open space, including farmland and forest land, where such preservation is pursuant to a clearly delineated state conservation policy and will yield a significant public benefit. The Rural and Family Lands Protection Program, is a state conservation policy, delineated in Chapter 570, Florida Statutes established to promotion and improvement of wildlife habitat, protection and enhance water bodies, aquifer recharge areas, wetlands, and watersheds, perpetuate open space on lands with significant natural areas, and protect agricultural lands threatened by conversion to other uses. Grantor and the Grantee have the common purpose of conserving open space by conveyance to the Grantee of this easement and expect this easement will yield a significant public benefit consistent with the enumerated purposes of the Rural and Family Lands Protection Program.

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

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

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

### **ARTICLE I. RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE V. PROHIBITED USES**

The Property shall be maintained to preserve the Easement Purposes. Without limiting the generality of the foregoing, Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are prohibited on the Property:

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

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

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

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

D. Concentrated animal feeding operation as defined by the United States Environmental Protection Agency.

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

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



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

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

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

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

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

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

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

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

O. Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property.

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

Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, the following specified rights ("Reserved Rights"), which are deemed to be consistent with the Easement Purposes. The exercise of the Reserved Rights is subject to the prohibitions in Article V and must be in full accordance with

all applicable BMPs and local, state and federal law, as amended from time to time, as well as in accordance with the Easement Purposes.

A. Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title in the Property, subject to this Easement. Further, Grantor retains and reserves all rights of, in, and to the Property not conveyed to Grantee under Article IV or prohibited by Article V.

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

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

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

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

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

G. The right to continue to use, maintain, repair, and reconstruct, but not enlarge all existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, culverts and such other facilities on the Property as depicted in the BDR. Expanding existing cow pens as necessary to conduct normal cattle operations on the Property shall be allowed, except when located in an SNA.

H. The right to sell, devise or otherwise transfer ownership of fee title to the Property to a third party. No easements, rights-of-way, restrictions, or less than fee

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

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

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

K. The right to construct, after giving notice to Grantee, buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Such buildings shall not be used as residences.

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

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

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

O. The right to conduct ecological restoration, enhancement, species relocation and preservation activities and monitoring activities that may result in the preservation and/or generation of conservation credits or other form of payment for ecosystem services rendered, including but not limited to stream mitigation credits, wetland mitigation credits, endangered and listed species mitigation credits, and/or carbon sequestration credits, and the exclusive right to sell those conservation credits or other form of ecosystem services rendered and retain all consideration from such sales, provided such activities do not have significant adverse impacts on endangered and listed species habitat and are not contrary to the terms of this Easement.

## ARTICLE VII. GRANTEE'S REMEDIES

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

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

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

of otherwise available legal remedies. Grantee's remedies described in this Easement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

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

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

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

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

## ARTICLE VIII. PUBLIC ACCESS

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

B. **Scientific, Environmental, Conservation, Educational Organizations.** Notwithstanding the foregoing, Grantor, in its sole discretion, may grant to scientific, environmental, conservation and educational organizations the right to enter upon the Property or adjoining property of Grantor to conduct scientific or educational

investigations or studies consistent with the Easement Purposes, on such terms as Grantor, in its sole discretion, may determine.

## ARTICLE IX. MISCELLANEOUS

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

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

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

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article IX, Paragraphs C and E, the

parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant of Easement attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant (Grantee's percentage interest is referred to herein as Grantee's "Proportionate Share"). For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

M. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grantee to effect the Easement Purposes and the policy and purpose of Section 570.71, Florida Statutes. If any provision in this instrument is found to be ambiguous, an

interpretation consistent with the Easement Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

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

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

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

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

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

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

*[signature pages follow]*

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

**GRANTOR:**  
SYFRETT RANCH, INC., a Florida corporation

Witnesses:

\_\_\_\_\_  
Signature of first witness

\_\_\_\_\_  
Melissa A. Syfrett, as Director

\_\_\_\_\_  
Printed name of first witness

\_\_\_\_\_  
Signature of second witness

\_\_\_\_\_  
Printed name of second witness

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Melissa A. Syfrett, as Director and on behalf of Syfrett Ranch, Inc., a Florida corporation, by means of [ ] physical presence or [ ] online notarization, who is [ ] personally known to me or [ ] who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and she acknowledged before me that she executed the same for the purposes therein expressed.

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

NOTARY PUBLIC

\_\_\_\_\_  
Signed

My Commission Expires:

\_\_\_\_\_  
Printed

**GRANTEE:**

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

By: FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES

Witnesses:

\_\_\_\_\_  
Signature of first witness

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

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

\_\_\_\_\_  
Printed name of first witness

\_\_\_\_\_  
Signature of second witness

\_\_\_\_\_  
Printed name of second witness

STATE OF FLORIDA  
COUNTY OF LEON

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

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

NOTARY PUBLIC

\_\_\_\_\_  
Signed

My Commission Expires:

\_\_\_\_\_  
Printed

## SCHEDULE OF EXHIBITS

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

## EXHIBIT A

The Land referred to herein below is situated in the County of HIGHLANDS AND GLADES, State of Florida, and is described as follows:

### Parcel A

Being a parcel of land lying in Sections 4, 5 and 6, Township 38 South, Range 33 East, Glades County, Florida, and in Sections 31, 32 and 33, Township 37 South, Range 33 East, Highlands County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of said Section 6; thence bear N 00°37'27" W, along the West line of said Section 6, for a distance of 5383.92 feet to the Northwest corner of said Section 6, Township 38 South, Range 33 East, Glades County, Florida, and being also the Southwest corner of said Section 31, Township 37 South, Range 33 East, Highlands County, Florida; thence bear N 00°19'12" W, along the West line of said Section 31, for a distance of 4433.95 feet to the intersection with the South right-of-way line of Canal C-41-A; thence bear S 67°50'26" E, along said South right-of-way line, for a distance of 3800.47 feet to a point; thence bear S 82°12'03" E, continuing along said South right-of-way line, for a distance of 1811.09 feet to the intersection with the East line of said Section 31, being also the West line of said Section 32; thence continue S 82°12'03" E, along said South right-of-way line, for a distance of 2692.65 feet to the intersection with the one-half (1/2) Section line of said Section 32; thence bear S 00°23'19" E, along said one-half (1/2) Section line, for a distance of 2249.20 feet to a point; thence bear N 89°52'53" E for a distance of 2668.95 feet to a point; thence bear S 00°26'33" E for a distance of 100.00 feet to the Southeast corner of said Section 32, and being also the Southwest corner of said Section 33, and being also the Northeast corner of said Section 5, and being also the Northwest corner of said Section 4; thence bear N 89°50'18" E, along the North line of said Section 4 and being also the South line of Section 33, for a distance of 1333.15 feet to a point; thence bear N 00°26'25" W for a distance of 416.94 feet to a point; thence bear S 81°05'28" E for a distance of 955.49 feet to a point; thence bear S 88°48'36" E for a distance of 391.01 feet to a point; thence bear S 00°31'25" E for a distance of 254.50 feet to the South one-quarter (1/4) corner of said Section 33, being also the North one-quarter (1/4) corner of said Section 4; thence continue S 00°31'25" E, along the one-half (1/2) Section line of said Section 4, for a distance of 3970.36 feet to a point; thence bear S 89°42'56" W for a distance of 501.44 feet to the Northwest corner of an out-parcel as shown on a survey prepared by DeHays Design, Drawing No. 74D, Sheet 5 of 5, Dated April, 1997; thence bear S 00°16'23" E, along the West boundary line of said out-parcel, for a distance of 1399.68 feet to the intersection with the South line of said Section 4, and being also the Southwest corner of a parcel of land as described in O.R. Book 70, Page 584 of the Public Records of Glades County, Florida; thence bear S 89°42'56" W, along said South line of Section 4, for a distance of 2156.18 feet to the Southwest corner of said Section 4, and being also the Southeast corner of said Section 5; thence bear S 89°39'30" W, along the South line of said Section 5, for a distance of 2660.53 feet to the South one-quarter (1/4) corner of said Section 5; thence bear S 89°40'14" W, continuing along said South line of Section 5, for a distance of 2655.81 feet to the Southwest corner of said Section 5, and being also the Southeast corner of said Section 6; thence bear S 89°44'04" W, along the South line of said Section 8, for a distance of 5319.74 feet to the POINT OF BEGINNING.

TOGETHER WITH a non-exclusive 40.00 feet ingress and egress easement, lying in Sections 28 and 33, Township 37 South, Range 33 East, Highlands County, Florida, and Section 4, Township 38 South, Range 33 East, Glades County, Florida, and bring 20.00 feet on each side of and parallel to the following described centerline:

BEGIN at the intersection of the South right-of-way line of State Road 70, (a/k/a State 8) with the one-half (1/2) Section line of said Section 28, said point lying within existing easements as described in O.R. Book 1179, Page 183, O.R. Book 152, Page 109, O.R. Book 206, Page 354, O.R. Book 207, Page 253 and O.R. Book 1294, Page 1358 as recorded in the Public Records of Highlands County, Florida; thence bear S 00°20'00" E, along the said one-half (1/2) Section line of Section 28, for a distance of 3894.35 feet to the South one-quarter (1/4) corner of said Section 28, being also the North one-quarter (1/4) corner of said Section 33; thence bear S 00°26'04" E, along the one-half (1/2) Section line of said Section 33, for a distance of 3272.42 feet to the

intersection with the North right-of-way line of Canal C-41A, and being the POINT-OF-TERMINUS of said centerline of 40.00 feet ingress and egress easement lying North of said Canal C-41A right of way; thence bear S 00°10'49" E, across said right-of-way of Canal C-41A, for a distance of 539.48 feet to the POINT-OF-BEGINNING of said 40.00 feet ingress and egress easement lying South of said Canal C-41 A right-of-way; thence bear S 00°31 '25" E for a distance of 1539.15 feet to the South one-quarter (1/4) corner of said Section 33, Township 37 South, Range 33 East, Highlands County, Florida, and being also the North one quarter (1/4) corner of said Section 4, Township 38 South, Range 33 East, Glades County, Florida, said point lying also within existing easements as described in O.R. Book 56, Page 146, O.R. Book 56, Page 148, O.R. Book 119, Page 139 and O.R. Book 153, Page 1018, as recorded In the Public Records of Glades County, Florida; thence bear S 00°31 '25" E, along the one-half (1/2) Section line of said Section 4, for a distance of 3970.36 feet to the POINT-OF-TERMINUS of said centerline of 40.00 feet ingress and egress easement.

Parcel A-1-A

Commence at the Southeast corner of said Section 32; thence bear N 00°26'33" W, along the East line of said Section 31, for a distance or 617.00 feet to the point-of-beginning; thence continue N 00°26'33" W along said Section line, for a distance of 1582.85 feet to the intersection with the South right-of-way line of canal C-41A; thence bear N 01°08'27" W, along said South right-of-way line for a distance of 56.42 feet to a point; thence bear S 89°30'27" W, continuing along said South right-of-way line, for a distance of 1908.95 feet to a point; thence bear N 82°12'03" W, continuing along said South right-of-way line, for a distance of 765.06 feet to the intersection with the ½ Section line of said Section 32; thence bear S 00°23'19" E, along said ½ Section line, for a distance of 1732.28 feet to a point; thence bear N 89°52'53" E for a distance of 2668.45 feet to the POINT OF BEGINNING.

TOGETHER WITH the EASEMENT BENEFITTING PARCEL: A-1-A described in O.R. Book 1374, Page 1245, Public Records of Highlands County, more particularly described as follows:

Begin at the intersection of the South right-of-way line of State Road 70, (a/k/a State Road 8) with the one-half (1/2) section line of said Section 28, said point lying within existing easements as described in O.R. Book 1179, Page 183, O.R. Book 152, Page 109, O.R. Book 206, Page 354, O.R. Book 207, Page 253, and O.R. Book 1294, Page 1358, as recorded in the Public Records of Highlands County, Florida , thence bear S 00°20'00" E along the said one-half (1/2) section line of Section 28, for a distance of 3894.35 feet to the South one-quarter (1/4) corner of said Section 28, being also the North one-quarter (1/4) corner of said Section 33, thence bear S 00°26'04" E, along the one-half (1/2) Section line of said Section 33, for a distance of 3272.42 feet to the intersection with the North right-of-way line of Canal C-41A, and being the Point-of-Terminus of said centerline of 40.00 feet ingress and egress easement lying North of said Canal C-41A right-of-way; thence bear S 00°10'49" E, across said right-of-way of Canal C-41A, for a distance of 539.48 feet to the Point-of-Beginning of said 40.00 feet ingress and egress easement lying South of said Canal C-41A right-of-way; thence bear S 00°31'2 " E for a distance of 1539.15 feet to the south one-quarter (1/4) corner of said Section 33, Township 37 South, Range 33 East, Highlands County, Florida and being also the North one-quarter ( 1/4) corner of said Section 4, Township 38 South, Range 33 East, Glades County, Florida, said point lying also within existing easements as described in O.R. Book 56, Page 146, O.R. Book 56, Page 148, O.R. Book 119, Page 139, and O.R. Book 153, Page 1018, as recorded in the Public records of Glades County, Florida; thence bear S 00°31'25" E, along the one-half (1/2) Section line of said Section 4, for a distance of 960.81 feet to the intersection with the centerline of Camp Block Road; thence along said centerline of Camp Block Road, continuing along said centerline of 40.00 feet ingress and egress easement, for the following described bearings and distances; bear S 75°49' 18" W for a distance of 1001.55 feet to a point; thence bear S 64°08'23" W for a distance of 900.41 feet to a point; thence bear S 60°38'33" W for a distance of 403.54 to a point; thence bear S 52°35'03" W for a distance of 395.17 feet to a point; thence bear S 40°33' 16" W for a distance of 318.21 feet to the intersection with the West line of said Section 4, and being also the East line of said Section 5; thence bear N 78°43'07" W for a distance of 802.35 feet to a point ; thence bear S 81°01 '08" W for a distance of 781.48 feet to a point; thence bear S 79°20'48" w for a distance of 846.12 feet to a point; thence bear S t17°24'36" W for a distance of 273.87 feet to the intersection with the centerline of 100.00 feet drainage and maintenance road easement; thence bear N 00°39' 14" W, along said centerline of easement, for a

distance of 2396.90 feet to the North one-quarter (1/4) corner of said Section 5, being also the South one-quarter (1/4) corner of said Section 32; thence bear N 00°23' 19" W, along the one-half (1/2) Section line of said Section 32, for a distance of 2349.20 feet to the intersection with the South right-of-way line of Canal C- 41A, and the Point-of-Terminus of said centerline of 40.00 feet ingress and egress easement.

Parcel A-1-B

Being a parcel of land lying in Section 32, Township 37 South, Range 33 East, Highlands County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 32; thence bear N 00°26'33" W, along the East line of said Section 32, for a distance of 100.00 feet to the POINT-OF-BEGINNING; thence continue N 00°26'33" W along said Section line, for a distance of 517 feet to a point; thence bear S 89°52'53" W, 2668.45 feet to a point; thence bear S 00°23'19" E 517 feet, thence bear N 89°52'53" E 2668.95 feet to the POINT OF BEGINNING.

TOGETHER WITH the EASEMENT BENEFITTING PARCEL: A-1-B described in O.R. Book 1374, Page 1245, Public Records of Highlands County, more particularly described as follows:

Being a non-exclusive 40.00-foot ingress and egress easement, lying in Sections 28 and 33, Township 37 South, Range 33 East, Highlands County Florida, and Section 4, Township 38 South, Range 33 East, Glades County, Florida, and being 20.00 feet on each side of and parallel to the following described centerline:




Begin at the intersection of the South right-of-way line of State Road 70, (a/k/a State Road 8) with the one-half (1/2) section line of said Section 28, said point lying within existing easements as described in O.R. Book 1179, Page 183, O.R. Book 152, Page 109, O.R. Book 206, Page 354, O.R. Book 207, Page 253, and O.R. Book 1294, Page 1358, as recorded in the Public Records of Highlands County, Florida, thence bear S 00°20'00" E. along the said one-half (1/2) section line of Section 28, for a distance of 3894.35 feet to the South one-quarter (1/4) corner of said Section 28, being also the North one-quarter (1/4) corner of said Section 33, thence bear S 00°26'04" E, along the one-half (1/2) Section line of said Section 33, for a distance of 3272.42 feet to the intersection with the North right-of-way line of Canal C- 41A, and being the Point of-Terminus of said centerline of 40.00 feet ingress and egress easement lying North of said canal C-41A right-of-way; thence bear S 00°10'49" E, across said right-of-way of canal C- 41A, for a distance of 539.48 feet to the Point-of-Beginning of said 40.00 feet ingress and egress easement lying South of said canal C-41A right-of-way; thence bear S 00°31 '25"E for a distance of 1539.15 feet to the south one-quarter (1/4) corner of said Section 33, Township 37 South, Range 33 East, Highlands County, Florida and being also the North one-quarter (1/4) corner of said Section 4, Township 38 South, Range 33 East, Glades County, Florida, said point lying also within existing easements as described in O.R. Book 56, Page 146, O.R. Book 56, Page 148, O.R. Book 119, Page 139, and O.R. Book 153, Page 1018, as recorded in the Public records of Glades County, Florida; thence bear S 00°31'25" E, along the one-half (1/2) Section line of said Section 4, for a distance of 960.81 feet to the intersection with the centerline of Camp Block Road; thence along said centerline of Camp Block Road, continuing along said centerline of 40.00 feet ingress and egress easement, for the following described bearings and distances; bear S 75°49'18" W for a distance of 1001.55 feet to a point; thence bear S 64°08'23" W for a distance of 900.41 feet to a point; thence bear S 60°38'33" W for a distance of 403.54 to a point; thence bear S 52°35'03" W for a distance of 395.17 feet to a point; thence bear S 40°33'16" W for a distance of 318.21 feet to the intersection with the West line of said Section 4, and being also the East line of said Section 5; thence bear N 78°43'07" W for a distance of 802.35 feet to a point; thence bear S 81°01'08" W for a distance of 781.48 feet to a point; thence bear S 79°20'48" W for a distance of 846.12 feet to a point; thence bear S 87°24'36" W for a distance of 273.87 feet to the intersection with the centerline of 100.00 feet drainage and maintenance road easement; thence bear N 00°39'14" W, along said centerline of easement, for a distance of 2396.90 feet to the North one-quarter (1/4) corner of said Section 5, being also the South one-quarter (1/4) corner of said Section 32; thence bear N 00°23'19" W, along the one-half (1/2) Section line of said Section 32, for a distance of 2349.20 feet to the intersection with the South right-of-way line of Canal C-41A, and the Point-of Terminus of said centerline of 40.00 feet ingress and egress easement.



EXHIBIT "B"



**Significant Natural Areas (SNAs)**  
**Syfrett Ranch**  
**Highlands & Glades Counties**

-  Upland (102.4 ac)
-  Wetland (18.0 ac)
-  Boundary (2,101.4 ac)



Date: June 20, 2023  
Land Cover Source: CLC v.3.6  
Soil Source: NRCS SSURGO  
Imagery Source: USDA National Agricultural Imagery Program (2021)

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



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

**WILTON SIMPSON  
 COMMISSIONER**

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

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

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

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

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

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

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

PURPOSE OF MONITORING SITE INSPECTION:

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

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

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

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

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

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

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

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

**LANDOWNER REMARKS**

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

**MONITOR REMARKS**

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

**REPORT PREPARATION**

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

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

Purpose of Monitoring Report Review:

To assure the site inspection complies with all monitoring requirements.

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

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

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

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

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

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

**REPORT ACCEPTANCE**

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

	PRINT NAME	SIGNATURE	DATE
REVIEWER			
FFS DIRECTOR			

**ADDENDUM**  
(CORPORATE/FLORIDA)

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

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

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

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

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

SELLER  
SYFRETT RANCH, INC.,  
a Florida corporation

BY: Melissa Syfrett  
Melissa A. Syfrett, as Director

11/27/2023  
Date Signed by Seller

BUYER

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

BY FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES

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

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



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

Before me, the undersigned authority, personally appeared Melissa A. Syfrett, ("affiant"), this 27<sup>th</sup> day of November 2023, who, first being duly sworn, deposes and says:

- 1) That affiant is the Director of Syfrett Ranch, Inc., a Florida corporation, as "Seller", whose address is P. O. Box 1287, Okeechobee, Florida 34973, 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>
Syfrett Holding Company which is owned by:	PO Box 1287 Okeechobee FL 34973	100%
Charles B Syfrett Revocable Trust (dtd) 2009		17.18%
Charles B. Syfrett II dtd Dynasty Trust		30.7%
Melissa Syfrett 3.12%	Melissa Montes De Oca (Syfrett) dtd Dynasty Trust	33.39%
Linda Syfrett Revocable Trust		15.61%

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

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Dean Saunders	1723 Bartow Rd Lake Wales FL 33801	Commission	6%

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.

AFFIANT

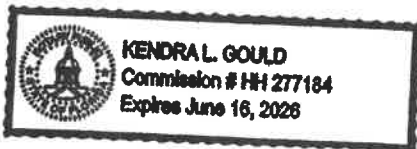
Melissa A. Syfrett  
Melissa A. Syfrett

STATE OF Florida  
COUNTY OF Okaloosa

SWORN TO (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 27 day of November, 2023, by Melissa A. Syfrett. 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)



Kendra L. Gould  
Notary Public  
Kendra L. Gould  
(Printed, Typed or Stamped Name of  
Notary Public)  
Commission No.: HH277184  
My Commission Expires: 6.16.2026

November 2, 2023

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

Re: Addendum to original Review Report on the Syfrett Ranch Conservation Easement located in Glades and Highlands Counties performed by Richards Appraisal Service, Inc. on September 7, 2023.

Ms. Phillips:

At your request and in accordance with Purchase Order S-4200-K2781 I have reviewed both appraiser's revisions as a result of changes to the Conservation Easement document. The resultant conclusions from both appraisers is that the original valuation conclusions are unchanged. I concur with their opinions.

This addendum to my original Review Report shall become a part of and only reviewed together with the original Review Report and as such is subject to the same assumptions and limiting conditions.

Respectfully,



---

Thomas G. Richards, MAI

Richards Appraisal Service, Inc.  
598 Eau Gallie Boulevard  
Melbourne, FL 32935

**APPRAISAL REVIEW**  
**SYFRETT RANCH, INC.**  
**CONSERVATION EASEMENT**  
**GLADES AND HIGHLANDS COUNTIES, FLORIDA**  
**P.O. NO: S-4200-K2871**

**Prepared by**  
**Thomas G. Richards, MAI**  
**Richards Appraisal Service, Inc.**  
**Appraisal Review Memorandum**

To: Amy Phillips  
Land Program Coordinator  
Florida Forest Service  
Florida Department of Agriculture and Consumer Services

Client of Review: Rural and Family Lands Protection Program  
Florida Department of Agriculture and Consumer Services

Intended User of Review: Florida Department of Agricultural and Consumer  
Services, Florida Forest Service (FDACS/FFS).

Intended Use of Review Compliance with USPAP & SASBOT

From: Thomas G. Richards, MAI  
Richards Appraisal Service, Inc.

Date: September 7, 2023

Project Information:

Richards Appraisal File Number	<u>1367</u>
Parcel Name	<u>Syfrett Ranch, Inc. CE</u>
Location	<u>Glades and Highlands Counties</u>
Effective Date of Appraisals	<u>July 13, 2023</u>

**Summary of Review**

Pursuant to your request, I have reviewed two individual appraisal reports on the Syfrett Ranch, Inc. Conservation Easement located in Glades and Highlands, Florida. One appraisal report was prepared by Mr. Phillip M. Holded, MAI of S.F. Holden, Inc. The other report was prepared by Mr. Tod Marr, MAI, CCIM of Tod Marr and Associates, LLC. I have determined after review of the reports and some minor changes to each appraisal that they are acceptable as submitted.

The Holden report is dated September 7, 2023. The Marr report is dated September 8, 2023. Both appraisals have a valuation date of July 13, 2023. The value indications for the proposed conservation easement reflected by each appraiser were:

<b>(1) Phillip M. Holden, MAI</b>	<b>\$7,565,000</b>
<b>(2) Tod Marr, MAI, CCIM</b>	<b>\$8,195,000</b>

In the reviewer's opinion the appraisal reports were completed substantially in conformance with USPAP, were reasonably well documented, and reflected reasonable value indications for the subject property. Both firms submitting appraisals consider their report to be appraisal reports according to USPAP. Both appraisals are considered sufficient to satisfy the requirements of Standard 2 of USPAP as it is applied to this type of report. The appraisals are also in substantial conformance with the Supplemental

Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016.

The intended users of this appraisal assignment is the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program (FDACS/RFLPP). The intended use is for FDACS/RFLPP and any other specific organization or entity that may be involved in the specific transaction or for consideration in determining the effect on value of the proposed conservation easement on the subject property.

Both Mr. Holden and Mr. Marr utilized the Sales Comparison technique to estimate the value of the subject property which is essentially vacant ranch land utilizing the “before and after” technique which is deemed by the reviewer to be the most appropriate method. The appraisers utilized meaningful data, appropriate adjustment procedures and therefore, the resultant conclusions are well supported.

**It is important to note that the Hypothetical Condition is made by the appraisers in assuming that the proposed conservation easement is in place on the date of the appraisal. Hypothetical Condition is defined as that which is contrary to what exists but is assumed for appraisal purposes. Uniform Standards dictate that these type assumptions are prominently disclosed.** This Hypothetical Condition is prominently disclosed and treated appropriately by both appraisers and is necessary for a credible assignment result. One common **Extraordinary Assumption** was made by the appraisers regarding relying upon the “Draft Copy” of the easement which is not yet executed by the parties. The appraiser’s each stress the importance of the final agreement being exactly like the draft. This is also a common and reasonable procedure for this property type.

The appraisers and the reviewer are in agreement that the highest and best use for the subject parcel is for continued agriculture and recreational use for the foreseeable future. More details regarding the highest and best use is included in a later section of this review report.

The valuation problem consists of estimating the impact on value of a proposed “Conservation Easement” which will encumber the subject property. The significance of the conservation easement is that it is proposed 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.

In order to value the subject property, the appraisers have applied the traditional appraisal methods and have arrived at a supportable opinion of the impact on Market Value of the proposed conservation easement.

## **Statement of Ownership and Property History**

The subject is currently titled as:

Syfrett Ranch, Inc.  
3079 NW 8<sup>th</sup> Street  
PO Box 1287  
Okeechobee, Florida 34973

There have been no transactions occurring on the subject property since 1999. The subject property does not appear to be listed for sale nor are there any reported pending contracts.

## **Property Description**

This appraisal assignment encompasses 2,101.52 acres known as the Syfrett Ranch located on the west side of Fulmar Terrace and the south side of Canal C41A, approximately 1.7 miles south of State Road 70 in eastern Highlands County and northern Glades County, Florida. The ranch has a physical address of 1176 Fulmar Terrace, Okeechobee, Florida 34974. Access to Syfrett Ranch is by virtue of its frontage along the west side of Fulmar Terrace (aka 196<sup>th</sup>) which is a graded publicly maintained road. The subject is approximately 12 miles west of the town of Okeechobee.

The appraisal problem encompasses estimating the impact on value of a proposed conservation easement on the subject property. According to mapping provided by the client, the subject contains approximately 2,038.77 acres of uplands (97%) and approximately 62.75 acres of wetlands (3%). Otherwise, the ranch contains a mosaic of improved pasture areas, oak hammock and native lands.

The surrounding area is typically comprised of larger cattle ranches and/or recreational tracts and large government land holdings. Residential development is rural and very limited in the immediate area and typically only in support of larger agricultural holdings.

The subject parcel has a reasonably level topography as is common in this area of Glades and Highlands Counties, Florida with elevations ranging from about 28 to 30 feet above sea level.

The title insurance policy was silent on any outstanding OGM rights. Therefore, the appraisers and the reviewer believe that these rights are intact on this parcel.

The subject property is found on FEMA Flood Map 12043C0050C with an effective date of September 26, 2014 and 12055C0585C & 12055C0580C both dated November 18, 2015. According to these maps all of the subject property is located within Flood Zone A which is an area determined to be within an area subject to inundation by the 1% annual chance flood with no base flood elevations determined.

The subject ranch is improved with typical ranching improvements such as fencing, cross-fencing, gates, ditches, culverts, ranch roads, and water holes. Building improvements are limited to a 2,400 square foot pole barn constructed in 1998, a 2,400 square foot hay barn constructed in 1998 and a 1,500 square foot horse barn also constructed in 1998.

While electrical and telephone services are readily available to the area a municipal source for potable water or sewage disposal is not. Wells and septic systems are typical in the region.

The northern portion of the subject has an AU; Agriculture, zoning classification by Highlands County. Furthermore, the subject has an AG; Agriculture Future Land Use in Highlands County. This classification is generally associated with rural areas of the county and are typically committed to open space and agricultural activities. The permitted residential density is one dwelling unit per five acres of land area in Highlands County. The southern portion of the subject in Glades County has an Open Use Agricultural zoning with an Agricultural/Open future land use allowing residential density at one dwelling unit per 20 acres.

### **Highest and Best Use**

Highest and best use is defined as the reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

#### **Before**

Mr. Holden concluded that the Highest and Best Use for the subject would be for continued agriculture and recreation, with future potential for large tract rural residential/recreational development.

Mr. Marr concluded that the Highest and Best Use for the subject would be for continued recreational, agriculture, ranching with potential for long term future residential use.

#### **After**

Mr. Holden concluded that the Highest and Best Use for the subject, as encumbered, would be essentially limited to agricultural and recreational uses subject to the conservation easement limitations.

Mr. Marr concluded that the Highest and Best Use for the subject would be limited to continued agricultural and recreational subject to the terms of the conservation easement.



Both appraisers recognize the limited development potential of the property in the before scenario. The two most significantly impacting criteria of the proposed conservation easement are the loss of development rights and/or the rights to subdivide the property.

Overall, the highest and best use conclusions of both appraisers are reasonably similar. Each has made a convincing argument and has provided adequate market evidence to support these conclusions. Each of the appraisers have adequately addressed the issue of highest and best use for the subject property and more importantly the reviewer is convinced that the sales data utilized is that of a basically similar highest and best use.

### **Reviewer Comments**

The reviewer found the reports to be very comprehensive and informative as to the relative components of a typical appraisal report. The physical characteristics and site descriptions were also found to be typical as were the details and documentation of the comparable sales expected in an appraisal for this property type. The reports have also conformed to the reporting standards expected by FDEP/FDACS and are substantially in conformance with the Uniform Standards of Appraisal Practice (USPAP).

In the valuation of the Subject property the appraisers have applied the sales comparison approach to value which is deemed to be the traditional and most appropriate method to value a vacant agricultural parcel. Considering that the subject of the appraisal is to estimate the impact on value of the proposed conservation easement it was necessary to apply the before and after methodology.

In the before scenario the appraisers contrasted the subject property to a set of unencumbered comparable sales within the subject market area. In estimating the value for the subject, the appraisers analyzed sales of agricultural properties offering similar locational attributes and highest and best use characteristics. Mr. Holden analyzed four comparable sales in his effort and Mr. Marr analyzed four comparable sales to contrast to the subject. The appraisers had two commonly utilized sales in this effort.

In the after scenario the appraisers contrasted the subject property to a set of comparable sales encumbered with conservation easements. Due to the limited number of sales meeting these criteria the sale search had to be expanded for this property type. In estimating the value for the subject as encumbered the appraiser's analyzed sales of agricultural properties offering similar locational attributes and highest and best use characteristics similarly encumbered by conservation easements. Mr. Holden analyzed three comparable sales in his effort and Mr. Marr analyzed three comparable sales to contrast to the subject. The appraisers had three commonly utilized sales in this effort.

The appraisers demonstrated a very thorough analysis of the comparable data and adapted a very straightforward and reasonable valuation process. Both Mr. Holden and Mr. Marr utilized a qualitative adjustment process to contrast the sale properties to the subject. This method is widely accepted, well supported and reasonable.

## Analysis of Appraisers' Sales

### Holden Appraisal

The following sales were utilized by Mr. Holden in the valuation of the subject before the proposed conservation easement.

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Glades/Highlands	Okeechobee	Glades	Okeechobee	Okeechobee
Sale Date	N/A	10/22	10/22	1/22	6/22
Price/Ac	N/A	\$7,068	\$7,124	\$6,188	\$6,008
Size/Ac	2,101.62	802.07	625.12	1,186.79	1,698.38
Upland%	97%	77%	93%*	88%	85%
Overall Rating	N/A	Superior	Similar	Similar	Inferior

\*Slight variation in upland percentage of 3% is due to slightly different information during confirmation of the sale and this subtle difference does not impact value.

Mr. Holden analyzed the four tabulated sales above for the purpose of estimating the value of the subject before placing the conservation easement on the property. The sales are located in Okeechobee and Glades Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from January 2022 to October 2022. The comparables selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. Holden are considered to be good indicators of value for the subject. These sales reflect a range from \$6,008 to \$7,124 per acre.

Mr. Holden has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as condition of sale, financing, motivation, market conditions, location, access/exposure, size, upland percentage, and improvements. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. Holden recognizes a more refined range of from \$6,198 per acre reflected by similar rated sale 3 to \$7,058/\$7,124 per acre reflected by superior sale 1 and similar sale 2. Mr. Holden concludes at \$6,600 per acre. This equates to a final indication of \$6,6000 per acre times 2,101.52 acres; or \$13,870,032 which is rounded to \$13,870,000.

The following sales were utilized by Mr. Holden in the valuation of the subject after the proposed conservation easement.

Sale No.	Subject	Sale 1	Sale 2	Sale 3
County	Glades/Highlands	Manatee	Hendry	Highlands
Sale Date	N/A	12/21	6/22	1/23
Price/Ac	N/A	\$3,405	\$2,622	\$2,712
Size/Ac	2,101.52	1,248.33	1,022.00	1,069.20
Upland %	97%	73%*	71%	75%
Overall Rating	N/A	Superior	Very Inferior	Inferior

\*Slight variation in upland percentage of 1% is due to slightly different information during confirmation of the sale and this subtle difference does not impact value.

Mr. Holden analyzed the three tabulated sales above for the purpose of estimating the value of the subject after placing the conservation easement on the property. The comparables are located in Manatee, Hendry and Highlands Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from December 2021 to January 2023. The sales selected are all agricultural properties with similar highest and best use characteristics and encumbered by perpetual conservation easements. The comparable sales selected and analyzed by Mr. Holden are considered to be good indicators of value for the subject. These sales reflect a range from \$2,622 to \$3,405 per acre.

Mr. Holden has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as condition of sale, financing, motivation, market conditions, location, size/shape, access/exposure, upland percentage, topography and site improvements, building improvements and impact of conservation easement. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. Holden recognizes a more refined range of from \$2,712 as indicated by inferior rated sale 3 to \$3,405 per acre as indicated by superior rated sale 1. Mr. Holden concludes at a value of \$3,000 per gross acre times 2,101.52 acres; or \$6,304,560 which is rounded to \$6,305,000.

Mr. Holden’s value estimate for the conservation easement is the difference between the value of the property before, minus the value of the property as encumbered. This summary follows:

Total Value Before	\$13,870,000
Total Value After	<u>\$ 6,305,000</u>
Value of Easement	\$ 7,565,000

## Marr Appraisal

The following sales were utilized by Mr. Marr in the valuation of the subject before the proposed conservation easement.

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Glades/Highlands	Glades	Okeechobee	Osceola	Okeechobee
Sale Date	N/A	10/22	6/22	5/22	5/21
Price/Ac	N/A	\$7,124	\$6,008	\$6,900	\$6,495
Size/Ac	2,101.52	625.12	1,698.38	2,287.71	2,204.23
Upland %	97%	90%*	85%	78%	90%
Overall Rating	N/A	Superior	Inferior	Superior	Inferior

\*Slight variation in upland percentage of 3% is due to slightly different information during confirmation of the sale and this subtle difference does not impact value.

Mr. Marr analyzed the four tabulated sales above for the purpose of estimating the value of the subject before placing the conservation easement on the property. The comparables are located in Glades, Okeechobee and Osceola Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from May 2021 to October 2022. The comparables selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. Marr are considered to be good indicators of value for the subject. These sales reflect a range from \$6,008 to \$7,124 per acre.

Mr. Marr has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as financing, conditions of sale, market conditions, location, access/road frontage, percentage uplands, topography, size/shape, zoning/land use and improvements. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. Marr brackets the subject between the indications from inferior rated Sale 4 at \$6,495 per acre and superior rated Sale 3 at \$6,900 per acre. As such, a conclusion is reached at \$6,800 per acre. This equates to a final indication of 2,101.52 acres times \$6,800 per acre; or \$14,290,336 which is rounded to \$14,290,000.

The following sales were utilized by Mr. Marr in the valuation of the subject after the proposed conservation easement.

Sale No.	Subject	Sale 1	Sale 2	Sale 3
County	Glades/Highlands	Highlands	Hendry	Manatee
Sale Date	N/A	1/23	6/22	12/21
Price/Ac	N/A	\$2,712	\$2,622	\$3,405
Size/Ac	2,101.52	1,069.20	1,022.00	1,248.33
Upland %	97%	75%	71%	72%*
Overall Rating	N/A	Similar	Inferior	Superior

\*Slight variation in upland percentage of 1% is due to slightly different information during confirmation of the sale and this subtle difference does not impact value.

Mr. Marr analyzed the three tabulated sales above for the purpose of estimating the value of the subject after placing the conservation easement on the property. The sales are located in Highlands, Hendry and Manatee Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from December 2021 to January 2023. The comparables selected are all agricultural properties with similar highest and best use characteristics and all sales are actually encumbered by perpetual conservation easements. The comparable sales selected and analyzed by Mr. Marr are considered to be good indicators of value for the subject. These sales reflect a range from \$2,622 to \$3,405 per acre.

Mr. Marr has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as financing, conditions of sale, market conditions, location, percentage uplands, topography, access/road frontage, size/shape, improvements and impact of easement restrictions. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. Marr reflects on a more refined range of value of from \$2,712 per acre as indicated by similar rated sale 1 to \$3,405 per acre as indicated by superior rated sale 3. He concludes at a final value of \$2,900 per acre. This equates to a final indication of 2,101.52 acres times \$2,900 per acre; or \$6,094,408 which is rounded to \$6,095,000.

Mr. Marr's value estimate for the conservation easement is the difference between the value of the property before, minus the value of the property as encumbered. This summary follows:

Total Value Before	\$14,290,000
Total Value After	<u>\$ 6,095,000</u>
Value of Easement	\$ 8,195,000

## **Conclusions**

Overall, the reviewer found both reports to be well supported and reasonable leading the reader to similar conclusions. The reports reflected a reasonable range of conclusions to value offering a variance of 8.33%. The appraisers both arrived at similar conclusions regarding the highest and best use of the subject. As such, both reports are considered acceptable and approvable as amended.

The **purpose of the appraisals** was to estimate the market value of the subject property before and after acquisition of the proposed conservation easement to be placed on the subject property to estimate its impact on value. The intended use of the appraisals was to serve as a basis for potential acquisition of a conservation easement by the Department of Agriculture and Consumer Services, Florida Forest Service (DACS/FFS).

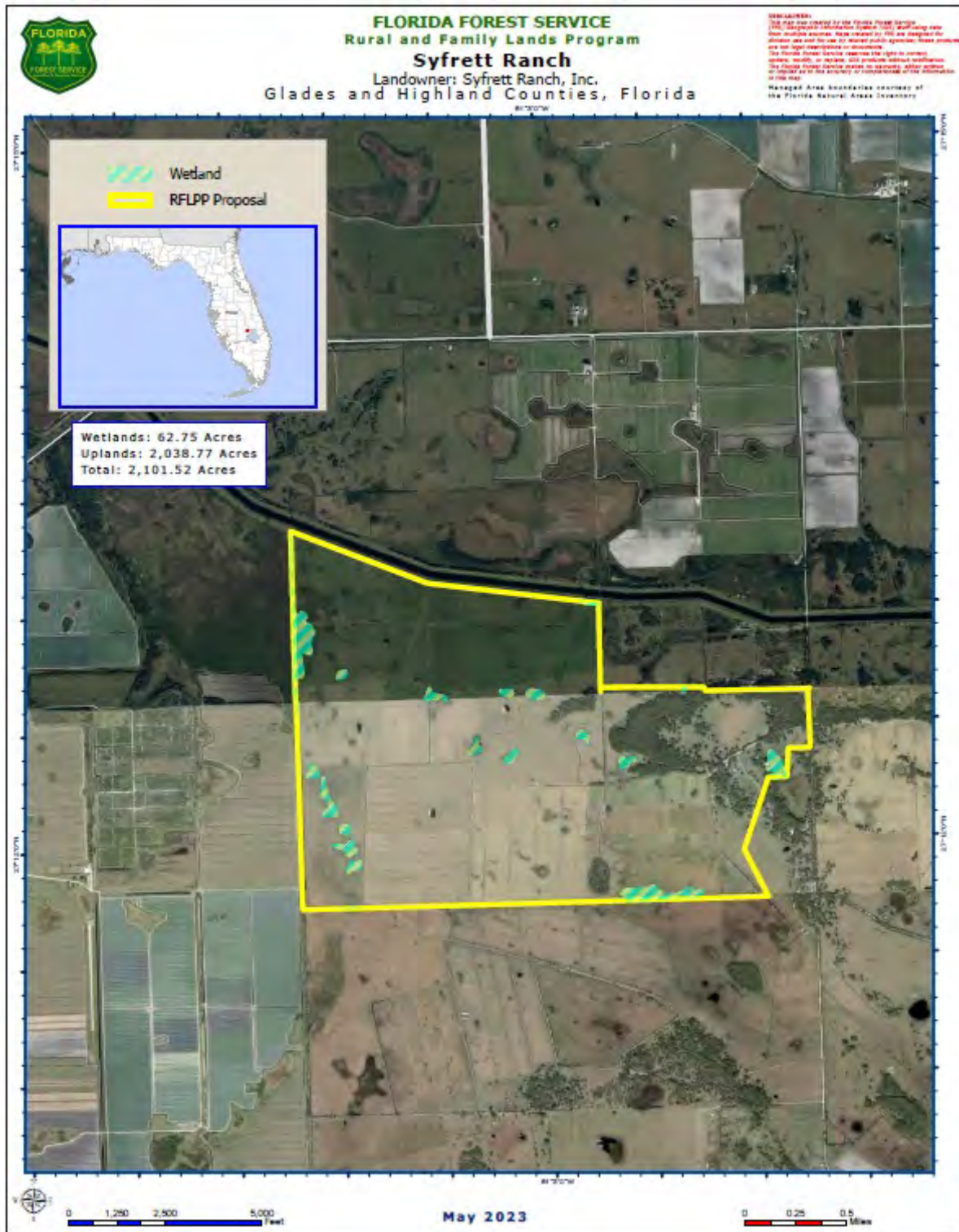
The reviewer has completed a **field review** of the above referenced appraisals. The Purpose of the Review is to form an opinion as to the completeness and appropriateness of the methodology and techniques utilized to form an opinion as to the value of the subject property.

The **Scope of the Review** involved a field review of each of the appraisal reports prepared on the subject property. The reviewer inspected the subject of these appraisals and is familiar with all of the data contained within the reports. The reviewer has not researched the marketplace to confirm reported data or to reveal data which may have been more appropriate to include in the appraisal report. As part of the review assignment the reviewer has asked the appraisers to address issues deemed relevant to the assignment. I have also analyzed the reports for conformity with and adherence to the *Uniform Standards of Professional Appraisal Practice* (USPAP) as promulgated by the Appraisal Foundation and that of the Appraisal Institute as well as the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016.

## **Acceptance of Appraisals**

The appraisal reports referenced herein are considered acceptable and approvable by the signed reviewer subject to the attached certification.

# Aerial Map



## Documentation of Competence



# Certificate of Completion

Thomas G. Richards, MAI

*has successfully completed the*

*Valuation of Conservation Easements Certificate Program*

*on January 18, 2008.*

Terry R. Dunkin, MAI, SRA, 2007 President,  
Appraisal Institute

Ray L. Brownfield, AFM, ARA, President,  
ASFMR

John D. Willey, FASA, President, ASA

THE CERTIFICATE OF COMPLETION DOES NOT PROVIDE CERTIFICATION OF ANY KIND,  
NOR DOES IT ATTEST TO THE COMPETENCY OF THE PARTICIPANTS.



This program was developed with the approval of the Land Trust Alliance.



**Certification**

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

1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this review and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of this review report.
5. My analyses, opinion, and conclusions are developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
6. My analyses, opinion, and conclusions are developed and this review report was prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and with the Supplemental Standards for the Board of Trustees Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2016.
7. The appraisals reviewed are in substantial compliance with USPAP and SASBOT as well as Rule 18-1.006, Florida Administrative Code (FAC).
8. I did personally inspect the subject property.
9. No one provided significant professional assistance to the person signing this review report.
10. As of the date of this report, Thomas G. Richards, MAI has completed the requirements of the continuing education program for members of the Appraisal Institute.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. I have not appraised or performed any other services for any other party in regard to this property.



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Thomas G. Richards, MAI  
St. Cert. Gen. Appraiser RZ 574

September 7, 2023  
Date