AGENDA
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
November 17, 2026
Attachments to the items below can be viewed at the following link:
floridadep.gov/cab/cab/content/agendas

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Item 1 **Marine Industries Association of the Treasure Coast, Inc./ Recommended Consolidated Intent/ Stuart Boat Show**

REQUEST: Consideration of an application for a 10-year Class IV Special Events sovereignty submerged land lease containing 197,954 square feet, more or less, for a temporary docking facility associated with the Stuart Boat Show.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Martin

APPLICANT: Marine Industries Association of the Treasure Coast, Inc.
c/o Dan Romence, President
P.O. Box 1639
Stuart, FL 34995
Lease No. 430372346
Application No. 43-0168946-007-EI

LOCATION: 110 NW Dixie Highway, Stuart, FL
St. Lucie River
Aquatic Preserve: No
Waterbody Name and Classification: St. Lucie River, Class III, Unclassified for Shellfish Harvesting
Designated Manatee County: Yes, with an approved Manatee Protection Plan
Manatee Aggregation Area: No
Manatee Protection Speed Zone: Slow speed zone all year

CONSIDERATION: $14,854.89 representing (1) $3,675.44 as the initial prorated annual lease fee computed at the base rate of $0.2259 per square foot for the total of 197,954 square feet plus (2) $11,179.45 as the initial 25 percent surcharge payment on the new 197,954 square feet of preemption. Sales tax and county discretionary sales surtax will be assessed pursuant to sections 212.031 and 212.054, F.S., if applicable.

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

The project is required to demonstrate that it is “not contrary to the public interest,” pursuant to Rule 18-21.004(1)(a), F.A.C. The Applicant has provided reasonable assurance that the proposal will maintain essentially natural conditions; will not significantly impact fish and wildlife and other natural

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

Background
On November 21, 2023, and January 12, 2024, Department staff conducted compliance inspections of Board of Trustees Lease No. 431430678, held by Ferretti Group of America, LLC, the owner of the adjacent marina and uplands. The inspections identified unauthorized structures and activities associated with the Applicant's Stuart Boat Show extending beyond Ferretti Group of America, LLC's authorized lease area. On March 19, 2024, the Department issued a warning letter to Ferretti Group of America, LLC, documenting the violations.

On January 10, 2025, the Department executed a Consent Order requiring Ferretti Group of America, LLC, to either apply for proprietary authorization for the special event or modify its existing lease area. The Consent Order also authorized Ferretti Group of America, LLC, to temporarily use the entire area for the Applicant's January 2025 boat show. Subsequently, on August 1, 2025, the Department issued a Temporary Use Agreement authorizing use of the entire area from January 5 through January 25, 2026.

On May 21, 2025, the Applicant submitted an Environmental Resource Permit application for an Individual permit and requested authorization to use sovereign submerged lands for boat show activities under a Class IV Special Events sovereignty submerged lands lease. All vessels will operate in sufficient water depths, and no dredging is proposed. An inspection found no submerged resources within the project boundaries; therefore, the proposed project is not expected to adversely impact significant submerged or aquatic resources.

The proposed boat show area currently overlaps the existing marina lease. Department compliance staff are coordinating with Ferretti Group of America, LLC, to modify its lease to exclude the portion of the lease area that does not currently contain docking structures and is proposed for inclusion in the Applicant's Class IV Special Events sovereignty submerged lands lease for the Stuart Boat Show.

On January 26, 2026, Ferretti Group of America, LLC, provided the Applicant with a letter of authorization allowing the Applicant to operate the boat show within its riparian area.

Project Description
The proposed project is situated within the St. Lucie River, which is designated as a Class III waterbody. The Applicant proposes to construct temporary docks and all associated structures necessary to accommodate the boat show, with a total preemption period of 30 days for the installation, event, and removal of the structures.

Item 1, cont.

The proposed lease will authorize the construction of approximately 27,844 square feet of temporary floating docks and 110 wood pilings, each 1 square foot in width, to accommodate 160 vessel display slips. The temporary facilities will extend to and abut the existing permanent marina to the south. The adjacent landowner has acknowledged and does not object to this configuration, including the creation of Slip No. 157 at the waterward edge of the existing fixed dock at the Allied Marina.

The boat show will operate for three days, after which the temporary facilities will be dismantled and removed. The total period of preemption, including installation of the structures, operation of the boat show, and removal of the structures, will not exceed 30 days. Boat brokers and exhibitors will lease mooring space from the Applicant. Pursuant to Rule 18-21.011(1)(d), F.A.C., the Applicant is required to report the gross rental income collected from the special event to the Department as part of the annual certification required under the lease. The Applicant has satisfied the financial assurance requirements of Rule 18-21.0082(2)(b), F.A.C., and has provided the Department with a Letter of Assurance.

The proposed temporary docks will serve as a centralized sales center for the public display of vessels by various brokers. The boat show will be served by upland restroom facilities that will be available 24 hours a day and maintained and operated in accordance with applicable requirements of the appropriate county and state health agencies. Vessel sewage pumpout facilities are prohibited at the boat show. The Applicant shall notify all slip occupants in writing of the availability of, and requirement to use, the sanitary facilities provided on the uplands. Discharge from marine toilets of vessels moored at the boat show is prohibited under the permit.

Resources
Seagrasses are not currently located within the proposed site. However, to ensure that the proposed boat show does not adversely affect seagrass resources, the permit requires pre- and post-show seagrass surveys, as well as an annual summer seagrass survey conducted between June and September. Because the boat show occurs during the normally dormant period for seagrasses, the summer survey is required to monitor potential impacts during the seagrasses' growing season.

If the surveys indicate that operation of the boat show or installation of pilings is causing significant impacts to seagrasses, the boat show's layout, operations, or construction procedures shall be modified as necessary to eliminate or minimize those impacts. In addition, a mitigation plan shall be submitted to address impacts resulting from the prior show. If significant impacts to seagrasses cannot be sufficiently reduced or eliminated, the Environmental Resource Permit and Special Events Lease may not be renewed or extended.

The Department shall have sole authority to determine whether significant impacts to seagrasses have occurred. The Department and the Applicant shall work together to determine whether modifications to the show's layout, operations, and/or construction procedures are necessary to allow the current configuration to continue.

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Item 1, cont.

Noticing
The Class IV Special Events sovereignty submerged land lease was noticed to 42 property owners within a 500-foot radius of the proposed project, and other interested parties, on September 22, 2026, pursuant to section 253.155, F.S. The Department did not receive any objections by the end of the comment period on October 14, 2026.

(Attachment 1)

RECOMMEND: **APPROVAL SUBJECT TO THE SPECIAL LEASE CONDITION(S), AND PAYMENT OF $14,854.89**

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Item 2A **Pace Lake Ranch LLC Option Agreement/ Conservation Easement/ Monitoring Agency Designation/ Management Policy Statement Confirmation/ Star Lake Connector Florida Forever Project**

REQUEST: Consideration of (1) an option agreement to acquire a conservation easement over approximately 4,763 acres within the Star Lake Connector Florida Forever project from Pace Lake Ranch LLC; (2) designation of the Florida Department of Environmental Protection, Office of Environmental Services as the monitoring agency; and (3) confirmation of the management policy statement.

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

COUNTY: Putnam

LOCATION: Sections 17 through 20, and Sections 29 through 32, Township 1 South, Range 23 East

CONSIDERATION: $10,974,500

		APPRAISED BY			SELLER'S	TRUSTEES'	
		Williams	Mancuso	APPROVED	PURCHASE	PURCHASE	OPTION
PARCEL	ACRES	(06/08/2026)	(06/08/2026)	VALUE	PRICE	PRICE	DATE
Pace Lake Ranch LLC	4,763	$11,675,000	$10,475,000	$11,675,000	$20,298,600*	$10,974,500** (94%)	180 days after Board of Trustees approval

*Property was purchased in June 2025.
**$2,304.12 per acre.

STAFF REMARKS: The subject parcel is located within the Star Lake Connector Florida Forever project, ranked number 28 in the Florida Forever Critical Natural Lands project category, approved by the Board of Trustees on February 24, 2026. Acquisition of the subject parcel will complete the project.

Item 2A, cont.

Project Description
The Star Lake Connector Florida Forever project closes a significant gap between conservation lands extending from southern Alachua County eastward to the Ocala National Forest. The project also protects actively restored habitats that could support a variety of imperiled wildlife species including gopher tortoise, wood stork, sandhill crane, Eastern indigo snake, and Southeastern fox squirrel.

Property Description
The subject project is located 2.5 miles southeast of Hawthorne and will connect two large conservation areas. To the west are Lochloosa Slough Preserve and Fox Pen Preserve, both owned by Alachua County. To the east are the Twin Creek Ranch Gopher Tortoise Longterm Recipient Site as well as the Morrison and BJ Bar Ranch conservation easements, both managed by the St. Johns River Water Management District. The subject property also surrounds approximately 900 acres that include Star Lake, Riley Lake, and associated properties outside the project boundary.

Acquisition of the subject property will protect surface waters, floodplain resources, and wildlife habitat associated with Orange Creek, an important tributary of the Ocklawaha River, an Outstanding Florida Water. The property includes approximately 12,545 feet of frontage along Orange Creek and extensive wetlands that provide water retention and storage functions supporting the Orange Creek basin and the broader Ocklawaha River watershed.

Significant portions of the property consist of improved pasture and pine plantation, offering opportunities for habitat restoration, including mesic and wet flatwoods along transitional edges of baygall communities. Predominant wetland communities include baygall, bottomland forest, and floodplain swamp.

The property supports rare fish species, including the bluenose shiner and southern tessellated darter, which is found only within the Ocklawaha River watershed. The property lies within a wildlife corridor of the Florida Ecological Greenway Network as well as the Ocala to Osceola wildlife corridor.

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

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless needed for maintenance as provided in the easement. Notwithstanding this restriction, allowance is given for two new wells for agriculture purposes and maintenance of two existing watering holes;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- There shall be no planting of nuisance exotic or non-native plants;

Item 2A, cont.

- Commercial and industrial activities will be prohibited including, but not limited to swine, dairy, and poultry operations;
- New construction, or placing of temporary, or permanent structures, or buildings on the property will be prohibited except as may be necessary for maintenance, normal operation, or emergency situations, or as specifically provided for under reserved rights;
- Construction of new roads or jeep trails will be prohibited except in areas as depicted in the Baseline Documentation Report (BDR);
- No operation of motorized vehicles except on established trails and roads unless necessary to protect or enhance the conservation values of the property; for emergency purposes; for silvicultural or agricultural purposes; and to access, hunt or to retrieve game hunted legally;
- Areas currently in improved pasture shall not be converted to more intense agricultural use, and natural areas shall remain natural areas;
- Spring recharge areas must use best management practices (BMPs) for fertilizer use, as established by Florida Department of Agriculture and Consumer Services, and agriculture activities within 100 feet of sinkholes, springs, and other karst features are prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species are prohibited;
- Signs, billboards, or outdoor advertising are prohibited except signs designating the property as conservation lands protected by the State of Florida or reasonable directional or postal signs;
- No commercial water wells on the property;
- No commercial timber harvesting; and
- There shall be no mitigation banks established on the property.

Owner's Rights Retained

The proposed conservation easement will allow the owner to retain certain rights. The summary of owner's rights includes, but is not limited to, the following:

- The right to observe, maintain, photograph, introduce and stock fish or wildlife, to use the Property for hiking, camping, and horseback riding, not inconsistent with the purpose of the easement. Grantor shall continue to own the hunting and fishing rights;
- The right to conduct controlled or prescribed burns with proper authorization;
- The right to mortgage the Property;
- The right to contest taxes;
- The right to continue to use, maintain, repair, and reconstruct, but not to relocate or enlarge, all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches and such other facilities on the Property as depicted in the BDR;
- The right to continue existing agricultural practices as depicted in the BDR and the use of commonly accepted fertilizers, pesticides, and herbicides using BMPs;
- The right to host relocated endangered or threatened species or special concern of native Florida;
- The right to maintain or restore the existing natural upland (wetland/both) communities, as depicted in the BDR;
- The right to maintain Grantor's commercial cattle operation conducted in accordance with BMPs;

Item 2A, cont.

- The right to cultivate and harvest hay and Bahia sod from the existing improved pasture or hay areas, as depicted in the BDR; provided, however, at least 75 percent of the improved pasture or hay area shall remain unharvested in any one calendar year;
- The right to engage in silviculture in those areas depicted in the BDR as agriculture areas or as planted pine plantation, or in furtherance of objectives to enhance and or manage the environmental attributes of the property for the purposes of ecosystem restoration or habitat management for imperiled species. Silviculture activities shall be in accordance with Silviculture BMPs and Florida Forestry Wildlife Management BMPs for State Imperiled Species adopted by the Florida Forest Service of the Florida Department of Agriculture and Consumer Services or its successor;
- The right to participate in programs or projects that benefit from, enhance and/or manage the environmental attributes or permissible agricultural uses of the Property and which may also be of economic benefit to the Grantor, so long as participation in such programs is consistent or complementary with the conservation purposes; and
- The right to divide the Property for sale or other disposition by Grantor, to any of its membership, into a total of two parcels which shall be no less than 500 acres each.

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

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

Monitoring Agency
The subject property will be monitored by the Department's Office of Environmental Services who currently monitors 223 conservation easements protecting 488,256 acres.

Management Policy Statement
Section 259.032(7)(d), F.S., requires that the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the proposed project as provided by section 259.035, F.S., consistent with the purposes for which the lands are acquired. The Department recommends the Board of Trustees confirm the management policy statement as follows:

> As a proposed conservation easement or other less-than-fee interest, the subject property will be managed by the private landowner with restrictions under the agreement. The purchase of the development rights, protection of surface water quality, prohibition of any further conversion of existing natural areas to agriculture uses, and limited access will likely be the primary focus of the conservation easement.

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Item 2A, cont.

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

(Attachment 2A)

RECOMMEND: APPROVAL

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Item 2B **DRH Investments SD, LLC, EJH Investments SD, LLC, and ERH Investments SD, LLC Option Agreement/ Strategic Managed Area Lands List Florida Forever Project/ Determination**

REQUEST: Consideration of (1) an option agreement to acquire approximately 30 acres within the Strategic Managed Area Lands List Florida Forever project from DRH Investments SD, LLC, EJH Investments SD, LLC, and ERH Investments SD, LLC., including a determination that the acquisition and payment of the applicable documentary stamp tax on behalf of the seller serves a public purpose and (2) a determination that a portion of the property includes non-conservation lands.

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

COUNTY: Pinellas

LOCATION: Sections 29 and 32, Township 28 South, Range 15 East

CONSIDERATION: $20,500,000

		APPRAISED BY			SELLER'S	TRUSTEES'	
		Jones	Marr	APPROVED	PURCHASE	PURCHASE	OPTION
PARCEL	ACRES	(07/29/2026)	(07/29/2026)	VALUE	PRICE	PRICE	DATE
DRH Investments SD, LLC; EJH Investments SD, LLC; ERH Investments SD, LLC	30	$20,500,000	$19,760,000	$20,500,000	$N/A*	$20,500,000** (100%)	120 days after Board of Trustees approval

*Property was assembled over multiple decades.
**$674,342 per acre.

STAFF REMARKS: The subject parcel is located within the Strategic Managed Area Lands List Florida Forever project, ranked number six in the Florida Forever Critical Natural Lands project category, approved by the Board of Trustees on February 24, 2026. The project contains 10,122 acres, of which 841 acres have been acquired or are under agreement to be acquired.

Item 2B, cont.

Project Description
The Strategic Managed Area Lands List Florida Forever project, sponsored by Department's Division of Recreation and Parks, Office of Greenways and Trails, Office of Resilience and Coastal Protection, Florida Department of Agriculture and Consumer Services' Florida Forest Service, and the Florida Fish and Wildlife Conservation Commission, consists of a collection of single-owner parcels located throughout the state that would augment or enhance the management of existing state-managed conservation lands. The parcels included in the project have been identified within the optimum management boundaries established in the approved management plans of state parks, state trail corridors, state forests, and wildlife management/environmental areas.

Property Description
The subject property is located in Pinellas County on the northern end of Clearwater Beach Island and encompasses approximately 0.6 miles of shoreline opposite Caladesi Island. The property is located within the optimum boundary of Caladesi Island State Park and directly connects with the 357,600-acre Pinellas County Aquatic Preserve, strengthening a network of nearly 18 miles of protected barrier islands that includes Caladesi Island State Park, Honeymoon Island State Park, and Anclote Key Preserve State Park. Additional county-managed conservation lands are located within 5 miles to the east, further strengthening the regional conservation network.

The subject property contains multiple coastal natural communities, including beach dune, coastal strand, coastal grassland, and mangrove swamp. These habitats are increasingly threatened by development, and protecting the property would help buffer Caladesi Island State Park while preserving one of Pinellas County's remaining natural shorelines. The beach and dune system provide important nesting habitat for marine turtles and shorebirds. Imperiled species documented on nearby islands include the federally endangered leatherback sea turtle and the federally threatened green and loggerhead sea turtles, as well as the state-threatened snowy plover, which has been observed on the property. Acquisition of the subject property would protect some of the region's last remaining undeveloped coastal habitats while expanding the area of protected conservation lands. If approved, this would be the first major coastal shoreline acquisition through the Florida Forever program in Pinellas County.

Based on preliminary reviews by the State Historic Preservation Officer, the parcel may contain historic resources commonly found within the area, including within the existing boundary of Caladesi Island State Park.

Additionally, acquisition of the subject property will serve a public purpose by increasing publicly accessible lands at Caladesi Island State Park, and incorporating the subject property into the park will expand opportunities for public recreation while providing park staff and emergency services with more efficient access to the island for management purposes.

A portion of the subject property contains an elevated 3,434-square-foot single-family residence constructed in 1987. This portion of the subject property is non-conservation lands that were acquired solely to facilitate the acquisition of the conservation lands contained within the subject property.

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Item 2B, cont.

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

Closing Information
A title insurance commitment, a survey, and an environmental site assessment will be provided by the buyer prior to closing. The seller has indicated that the sale of this property is contingent upon the Board of Trustees paying the applicable documentary stamp tax on its behalf.

Managing Agency
The subject parcel will be managed by the Department's Division of Recreation and Parks as an addition to Caladesi Island State Park.

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

(Attachment 2B)

RECOMMEND: APPROVAL

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Item 3A Osceola Prairie Project/ Osceola Prairie, LLC Option Agreement/ FDACS/ Rural and Family Lands Protection Program

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 19,312.06 acres within the Osceola Prairie project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from Osceola Prairie, LLC, a Florida limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Osceola

LOCATION: Portions of Sections 19, 30 through 32, Township 31 South, Range 32 East; Portions

Item 3A, cont.

of Sections 04 through 06, 08 through 10, 12 through 16, 21 through 28, and 33 through 36, Township 32 South, Range 32 East; and Portions of Sections 07 through 09, 16 through 21, and 28 through 33, Township 32 South, Range 33 East, Osceola County, Florida

CONSIDERATION: $77,750,000 ($15 million, or 19 percent, of the acquisition cost will be provided by the U.S. Department of Defense, Readiness and Environmental Protection Integration Program (REPI) with third-party enforcement rights to the easement. If approved, this will reduce the Board of Trustees acquisition cost to 81 percent or $62,750,000).

		APPRAISED BY					
		Holden	String	APPROVED	SELLER'S PURCHASE	TRUSTEES' PURCHASE	OPTION
PARCEL	ACRES	(08/27/26)	(08/27/26)	VALUE	PRICE	PRICE	DATE
Osceola Prairie	19,312.06	$77,750,000	$72,000,000	$77,750,000*	TBD**	$77,750,000*** (100%)	120 days after BOT approval

*Fee value was determined to be $155,500,000 and $150,000,000.
**Seller will purchase the property on the date of the easement closing. Seller has an existing purchase agreement with current landowner. Current landowner purchased approximately 39,800 acres, which includes this property, for $212,000,000 in 2023.
***The purchase price for the rural lands protection easement is $4,025 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2026 approved list. If approved, this project will bring the RFLPP total acreage to approximately 306,960 acres and will complete the project acquisition.

Project Description
Osceola Prairie is a 19,312-acre active cattle and farming operation located within the Kissimmee River Basin and Northern Everglades ecosystem. The property has seven center pivots, with four planted in field crops and three utilized for the cattle operation. The property consists of improved pasture, dry prairie, palmetto prairie, scrub, forested and non-forested wetlands, and the Kissimmee River floodplain. The property is adjacent to conservation lands, with Kissimmee Prairie Preserve State Park along its southern boundary, DeLuca Preserve along its eastern boundary, and the Kissimmee River Public Use Area along its western boundary. Avon Park Air Force Range (APAFR) is located less than 1 mile west-southwest of the property, placing the project within the APAFR's base buffer zone. The property is enrolled in the FDACS Best Management Practices (BMP) Program for cow-calf operations and vegetable and agronomic crops and is located in the Florida Wildlife Corridor.

Property Description
The property features improved pasture, dry prairie, palmetto prairie, scrub, forested and non-forested wetlands. These habitats support numerous species reported on the property, including the Florida grasshopper sparrow, Florida panther, gopher tortoise, crested caracara, Florida black bear, roseate spoonbill, and other species. The property is particularly important for the Florida grasshopper sparrow and is one of the private lands supporting the species that has not yet been placed under conservation. The property also provides significant water resource benefits. Its agricultural and undeveloped landscape allows rainfall to filter across broad areas and provides storage of seasonal floodwaters. With development pressure occurring along State Road 60, a rural lands easement would

Item 3A, cont.

maintain the property's agricultural use and protect its significant wildlife habitat, water resources, and connection to surrounding conservation lands.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the FDACS. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas;
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs;

Item 3A, cont.

- Operations that produce smoke, glare, other visual hazards, or attract large concentrations of birds that may endanger aircraft operating from the Installation are prohibited, except as expressly allowed in Article VI.D of the Easement;
- No structure or tree may exceed 80 feet above ground level. Grantee may remove trees exceeding this height at its expense and retain any proceeds from their sale; and
- Lighting that may be dangerous, distracting, or misleading to aircraft operating from the Installation is prohibited, including strobe lights, non-emergency rotating beacons, and light sources exceeding 16,000 lumens. Light sources above 16,000 lumens must be directed at least 15 degrees below the horizon.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated an SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;

Item 3A, cont.

- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by the Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location; and
- Grantor reserves the right to subdivide the Property into not more than 11 individual parcels of not less than approximately 1,655 acres each. There shall be no further subdivision of the Property which is the subject of this Easement;
- Grantor reserves the right to build 11 residential building envelopes, up to 25,000 square feet of impervious surface for each. Each building envelope will not exceed 5 contiguous acres and is limited to one single family residence and ancillary structures within the building envelope. Any such development may not be constructed within an SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement.

Encumbrances
There are three oil, gas and mineral reservations outstanding on a portion of the property and do not include rights of entry. The appraisers considered the outstanding oil, gas and mineral rights in their final value and determined these rights to have no impact on the value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

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

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Item 3A, cont.

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

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

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

(Attachment 3A)

RECOMMEND: APPROVAL

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Item 3B **Spanish Trails Land and Farming Project/ Spanish Trails Farming and Land Company, LLC Option Agreement/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 6,058.51 acres within the Spanish Trails Land and Farming project of the Florida Department of Agriculture and Consumer Services' (FDACS) Rural and Family Lands Protection Program (RFLPP) from Spanish Trails Farming and Land Company, LLC., a Florida limited liability; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTIES: Charlotte and DeSoto

LOCATION: Portions of Section 36, Township 39 South, Range 25 East; Portions of Sections 18, 19, 29 through 35, Township 39 South, Range 26 East, DeSoto County, Florida; Portions of Sections 01 and 12, Township 40 South, Range 25 East; and Portions of Sections 04, through 06, Township 40 South, Range 26 East, Charlotte County, Florida

Item 3B, cont.

CONSIDERATION: $33,300,000

PARCEL	ACRES	APPRAISED BY Jones (08/14/26)	Holden (08/14/26)	APPROVED VALUE	SELLER'S PURCHASE PRICE	TRUSTEES' PURCHASE PRICE	OPTION DATE
Spanish Trails Land and Farming	6,058.51	$30,300,000	$33,300,000	$33,300,000*	$22,984,303**	$33,300,000*** (100%)	120 days after BOT approval

*Fee value was determined to be $54,550,000 and $63,600,000.
** Property was assembled between 2020 and 2026 with a combined purchase price of $22,984,303.
*** The total purchase price for the rural lands protection easement is $5,496 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2026 approved list. If approved, this project will bring the RFLPP total acreage to approximately 306,960 acres and will complete the project acquisition.

Project Description
This is a 6,058.51-acre working cattle ranch located in Charlotte and DeSoto counties. The property is situated south of the Halls Tiger Bay Ranch Rural Lands Protection Easement, contributing to the protection of a larger agricultural and conservation landscape. The ranch is operated as a cow-calf operation and is primarily composed of improved pasture, with approximately 500 acres annually rotated into watermelon production and 300 acres managed for hay production. The property contains approximately 853 acres of wetlands and includes Prairie Creek, a natural feature that traverses portions of the ranch. The property is enrolled in the FDACS Best Management Practices (BMP) Program and is located in the Florida Wildlife Corridor.

Property Description
The property has been owned since 2020 and is mainly used as a cow/calf operation. Watermelons are periodically farmed as pastures are rotated. Agricultural infrastructure includes perimeter and interior fencing, cattle watering facilities, cattle pens, irrigation systems, reservoirs, and a permitted water control system that supports ongoing ranching operations.

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

Item 3B, cont.

regulations, as amended;

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

Owner's Reserved Rights

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

Item 3B, cont.

obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;

- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs.
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights, and Grantor may lease and sell such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to subdivide the Property into not more than six individual parcels of not less than approximately 1,000 acres each. There shall be no further subdivision of the Property which is the subject of this Easement;
- Grantor reserves the right to build six residential building envelopes, up to 7,000 square feet of impervious surface for each. Each building envelope will not exceed 5 contiguous acres and is limited to one single family residence and ancillary structures within the building envelope. Any such development may not be constructed within an SNA; and

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Item 3B, cont.

- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not reduce the agriculture production are by more than 10 percent of the total agricultural production area listed in the BDR.

Encumbrances
There are four oil, gas and mineral reservations on the property; all of which have been released or is barred by the Marketable Record Title Act. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

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

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

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

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

(Attachment 3B)

RECOMMEND: **APPROVAL**

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Item 3C **Wildlife Corridor Connector – Hill Grade Tract Project/ United States Sugar Corporation Option Agreement/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 10,208.87 acres within the Wildlife Corridor Connector – Hill Grade Tract project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from United States Sugar Corporation, a Delaware corporation; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

Item 3C, cont.

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

COUNTY: Hendry

LOCATION: Portions of Sections 01, 12, and 13, Township 45 South, Range 32 East, and Portions of Sections 03 through 11, 14 through 22, 27 through 30, 32, and 33, Township 45 South, Range 33 East, Hendry County, Florida

CONSIDERATION: $46,000,000

		APPRAISED BY					
PARCEL	ACRES	Marr (08/27/26)	Holden (08/27/26)	APPROVED VALUE	SELLER'S PURCHASE PRICE	TRUSTEES' PURCHASE PRICE	OPTION DATE
Wildlife Corridor Connector – Hill Grade Tract	10,208.87	$40,835,000	$46,000,000	$46,000,000*	$130,500,000**	$46,000,000*** (100%)	120 days after BOT approval

*Fee value was determined to be $86,775,000 and $97,000,000.
**The 2019 transaction consisted of 104 parcels, 33 of which were part of the Hill Grade Tract.
***The purchase price for the rural lands protection easement is $4,505 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2026 approved list. If approved, this project will bring the RFLPP total acreage to approximately 306,960 acres and will complete the project acquisition.

Project Description
The Hill Grade Tract is a 10,208.87-acre agricultural property approximately 10 miles south of the U.S. Highway 27/State Road 80 corridor near Clewiston. Situated between County Roads 833 and 835, the property lies within a predominantly agricultural region characterized by large-scale farming operations, cattle ranches, and substantial conservation lands, including the nearby Dinner Island Ranch Wildlife Management Area and Okaloacoochee Slough State Forest. The project represents a significant conservation opportunity within South Florida's agricultural landscape, helping to maintain a critical linkage between existing protected agricultural and natural lands. Preservation of this property will fill a key gap in the regional conservation network, creating a larger, more connected landscape capable of buffering anticipated growth pressures while protecting natural resources critical to the health of Everglades National Park and the survival of the federally endangered Florida panther. The project site is enrolled in the FDACS Best Management Practices (BMP) program and is located within the Florida Wildlife Corridor.

Property Description
The property consists of approximately 9,072 acres of uplands and 1,137 acres of wetlands. Agricultural production is the dominant land use, with over 5,000 acres devoted to vegetable and row crop cultivation. The tract is supported by an extensive network of canals, ditches, levees, and reservoirs that provide irrigation, drainage, and water management

Item 3C, cont.

infrastructure essential to large-scale agricultural operations. Although the property is an active row crop operation, it contains dozens of isolated wetlands, reservoirs, freshwater marshes, mesic hammocks, prairies, cabbage palms, oaks, and scattered slash pines that provide habitat for a diverse array of wildlife. Documented wildlife includes the Florida panther, Eastern Indigo Snake, Gopher Tortoise, Swallow-tailed Kite, Florida Black Bear, Wood Stork, Crested Caracara, Little Blue Heron, and White Ibis.

Prohibited Uses

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

Item 3C, cont.

- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated an SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs.
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;

Item 3C, cont.

- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights, and Grantor may lease and sell such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to subdivide the Property into not more than four individual parcels of not less than approximately 1,497 acres each. There shall be no further subdivision of the Property which is the subject of this Easement;
- Grantor reserves the right to build eight residential building envelopes, up to 25,000 square feet of impervious surface for each. Each building envelope will not exceed 5 contiguous acres and is limited to one single family residence and ancillary structures within the building envelope. Any such development may not be constructed within an SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not reduce the agriculture production are by more than 10 percent of the total agricultural production area listed in the BDR.

Encumbrances
There are three oil, gas and mineral reservations outstanding on a portion of the property. A desktop review of the property was completed and determined the likelihood of profitable mining in these areas to be low. The appraisers considered the outstanding oil, gas and mineral rights in their final value and determined these rights to have no impact on the value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

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

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

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

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Item 3C, cont.

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

(Attachment 3C)

RECOMMEND: APPROVAL

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Item 3D **VC Hollingsworth Horse Creek–Pine Level Ranch Project/ VCH Holdings, LLC/ VCH Holdings, LLC – ALE East/ VCH Holdings, LLC – ALE West/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) three option agreements to acquire a perpetual rural lands protection easement over approximately 7,057.05 acres within the VC Hollingsworth Horse Creek Pine Level Ranch project of the Florida Department of Agriculture and Consumer Services' (FDACS) Rural and Family Lands Protection Program (RFLPP) from VCH Holdings, LLC, a Florida limited liability company, and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTIES: DeSoto and Hardee

LOCATION: Portions of Sections 11 through 13, and 24, Township 36 South, Range 23 East, Hardee County; Portions of Sections 01, 02, 10 through 14, 23 through 27, and 34 through 36, Township 37 South, Range 23 East; Portions of Sections 06, 16 through 21, 28 and 29, Township 37 South, Range 24 East; and Portions of Sections 02 and 03, Township 38 South, Range 23 East, DeSoto County, Florida

CONSIDERATION: $33,815,000 ($9,707,500, or 29% of the acquisition cost, will be provided through the Agricultural Conservation Easement Program through the U.S. Department of Agriculture's Natural Resources Conservation Service. If approved, this will reduce the Board of Trustees acquisition cost to $24,107,500).

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Item 3D, cont.

PARCEL	ACRES	APPRAISED BY Marr (09/08/26)	Jones (09/08/26)	APPROVED VALUE	SELLER'S PURCHASE PRICE	TRUSTEES' PURCHASE PRICE	OPTION DATE
VCH Holdings, LLC	3,192.49	$14,045,000	$14,400,000	$14,400,000*	$**	$14,400,000***	120 days after BOT approval
VCH Holdings, LLC (ALE East)	1,537.86	$6,615,000	$6,350,000	$6,615,000*	$**	$6,615,000	120 days after BOT approval
VCH Holdings, LLC (ALE West)	2,326.70	$12,800,000	$12,100,000	$12,800,000*	$**	$12,800,000*** (100%)	120 days after BOT approval
TOTAL	**7,057.05**			**$33,815,000**		**$33,815,000**	

* Fee value for VCH Holdings was determined to be $ 27,135,000 and $25,550,000.
* Fee value for VCH Holdings ALE East was determined to be $13,535,000 and $13,400,000.
* Fee value for VCH Holdings ALE West was determined to be $23,270,000 and $22,800,000.
** Family owned since the 1800s.
*** The purchase price for the rural lands protection easements are $4,511, $4,301, and $5,501per acre accordingly.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2026 approved list. If approved, this project will bring the RFLPP total acreage to approximately 306,960 acres and with the acquisition of one other parcel under VCH Citrus ownership, this will complete the project acquisition.

Project Description
The VC Hollingsworth Horse Creek – Pine Level Ranch is an approximately 8,000-acre agricultural property located in DeSoto and Hardee counties, within the Horse Creek subbasin of the Peace River Watershed. The property consists primarily of ranch and pastureland interspersed with native upland forests and extensive wetland systems and is recognized as a priority area within the Florida Ecological Greenways Network. Protection of the property would help maintain agricultural lands and provide a conservation buffer from surrounding development pressures, including proposed phosphate mining, expanding solar development, and urban growth from Sarasota, Manatee, and Charlotte counties. If approved, the project would preserve a large agricultural landscape while protecting significant wildlife habitat, floodplain, and regional ecological connectivity. The project site is enrolled in the FDACS Best Management Practices (BMP) program and is located within the Florida Wildlife Corridor.

Property Description
The VC Hollingsworth Horse Creek – Pine Level Ranch contains a diverse mix of improved and unimproved pasture, upland forests, mesic flatwoods, and wetlands that provide significant wildlife habitat and water-resource benefits. The property includes more than 3,000 acres of natural floodplain associated with Horse Creek, Brady Branch, Buzzard Roost Branch, and the Peace River watershed, along with mixed wetland hardwoods, marshes, swamps, and wet prairie. The natural areas support groundwater recharge, floodwater storage, water-quality protection, and connectivity between upland and wetland habitats. Documented species include northern crested caracara, bald eagle, Florida burrowing owl, Florida sandhill crane, tricolored heron, and several other species. The habitat

Item 3D, cont.

supports the Florida panther, Eastern indigo snake, Florida black bear, and roseate spoonbill. Collectively, the property's wetlands, floodplains, forests, and agricultural lands provide important habitat, hydrologic function, and landscape connectivity within the Peace River watershed.

Partnership Agreement
RFLPP is partnering with the Agricultural Conservation Easement Program, Agricultural Land Easement (ALE) through the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) for the acquisition of VCH Holdings – ALE East and VCH Holdings – ALE West. If approved, NRCS will provide 50 percent, or $9,707,500, of the final purchase price of the two ALE properties. NRCS will have third party enforcement rights over the easement.

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

Item 3D, cont.

- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated an SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers, pesticides and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs.
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written

Item 3D, cont.

approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;

- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights, and Grantor may lease and sell such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to subdivide VCH Holdings property with 3,192.49 acres only, into not more than two individual parcels of not less than approximately 1,000 acres each. There shall be no further subdivision of the Property which is the subject of this Easement;
- Grantor reserves the right, on each easement, to build two residential building envelopes, up to 30,000 square feet of impervious surface for each of the three proposed projects. Each building envelope will not exceed 10 contiguous acres and is limited to one single family residence and ancillary structures within the building envelope. Any such development may not be constructed within an SNA, as to all three properties; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not reduce the agriculture production are by more than 10 percent of the total agricultural production area listed in the BDR.

Encumbrances
There are five oil, gas and mineral reservations outstanding on a portion of the property. One reservation has no rights of entry. Another is to the State of Florida from when State Road 70 was built. The other three exceptions are to private entities. A desktop review of the property was completed and determined the likelihood of phosphate mining in these three areas to be high and will either be extinguished or removed from the easement prior to closing. The appraisers considered the outstanding oil, gas and mineral rights in their final value and determined these rights to have no impact on the value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

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

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Item 3D, cont.

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

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

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

(Attachment 3D)

RECOMMEND: APPROVAL

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Item 3E Donaldson Tract Project/ Pithlachocco Plantation, LLC Option Agreement/ FDACS/ Rural and Family Lands Protection Program

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 4,668.49 acres within the Donaldson Tract project of the Florida Department of Agriculture and Consumer Services' (FDACS) Rural and Family Lands Protection Program (RFLPP) from Pithlachocco Plantation, LLC, a Florida limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Alachua

LOCATION: Portions of Sections 26 and 34 through 36, Township 08 South, Range 21 East; and Portions of Sections 01 through 04 and 09 through 11, Township 09 South, Range 21 East, in Alachua County, Florida

CONSIDERATION: $8,870,000

Item 3E, cont.

PARCEL	ACRES	APPRAISED BY Marr (08/24/26)	Mancuso (08/24/26)	APPROVED VALUE	SELLER'S PURCHASE PRICE	TRUSTEES' PURCHASE PRICE	OPTION DATE
Donaldson Tract	4,668.49	$8,405,000	$8,870,000	$8,870,000*	$16,398,900**	$8,870,000*** (100%)	120 days after BOT approval

*Fee value was determined to be $17,740,000 and $17,740,000.
**Property was purchased July 17, 2026, for $16,398,900.
***The total purchase price for the rural lands protection easement is $1,900 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2026 approved list. If approved, this project will bring the RFLPP total acreage to approximately 306,960 acres and will complete the project acquisition.

Project Description
Donaldson Tract consists of over 4,600 acres of managed timber since the 1950s. The project is surrounded by state and locally owned forest and conserved lands on the entire western and southern boundaries. The eastern boundary includes 7,500 feet of CSX Railroad frontage. The project site is enrolled in the FDACS Best Management Practices (BMP) program. It is located within the Florida Wildlife Corridor.

Property Description
Donaldson Tract is a silviculture operation of managed timber, mostly planted pines in varying age classes. Ground cover includes pine of various ages on most of the uplands and various hardwoods in the low areas. Elevations range from 70 to 150 feet with Hatchet Creek flowing through the southern portion of the property south into Newnans Lake. The property connects to the University of Florida's Austin Cary Forest, the St. Johns River Water Management District's Newnans Lake Conservation Area, and Alachua County's Bee Tree Creek Preserve and Balu Forest.

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

Item 3E, cont.

situations or as may otherwise be specifically provided for in the Easement;

- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by FDACS, as amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule Chapter5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

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

Item 3E, cont.

- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to subdivide the Property into not more than four individual parcels of not less than approximately 500 acres each. There shall be no further subdivision of the Property which is the subject of this Easement;
- Grantor reserves the right to build four residential building envelopes, up to 25,000 square feet of impervious surface for each. Each building envelope will not exceed 5 contiguous acres and is limited to one single family residence and ancillary structures within the building envelope. Any such development may not be constructed within an SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not eliminate the agriculture production area by more than 10 percent of the total agricultural production area listed in the BDR.

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Item 3E, cont.

Encumbrances
There are no known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement. All oil, gas and mineral reservations not barred have been removed from the easement area. FDACS staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

Mortgages and Liens
All mortgages and liens will be satisfied or subordinated at the time of closing.

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

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

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

(Attachment 3E)

RECOMMEND: APPROVAL

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Item 3F Loveridge Project/ Groover Bros. Farms of Florida, LLC Option Agreement/ FDACS/ Rural and Family Lands Protection Program

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 3,370.26 acres within the Loveridge project of the Florida Department of Agriculture and Consumer Services' (FDACS) Rural and Family Lands Protection Program (RFLPP) from Groover Bros. Farms of Florida, LLC, a Florida limited liability company; and (2) designation of FDACS/RFLPP as the monitoring agency.

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

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

COUNTY: Leon

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Item 3F, cont.

LOCATION: Portions of Sections 13, 14, 23, and 24, Township 03 North, Range 02 East; and Portions of Sections 16 through 18, Township 03 North, Range 03 East; and portions of lots 81 through 89 and 101 through 104, in Leon County, Florida

CONSIDERATION: $9,099,600

		APPRAISED BY					
		Griffith	Carlton	APPROVED	SELLER'S PURCHASE	TRUSTEES' PURCHASE	OPTION
PARCEL	ACRES	(08/24/26)	(08/24/26)	VALUE	PRICE	PRICE	DATE
Loveridge	3,370.26	$8,763,000	$9,099,600	$9,099,600*	$28,981,300**	9,099,600*** (100%)	120 days after BOT approval

*Fee value was determined to be $26,288,000 and $26,962,000.
**Property was purchased with additional parcels May of 2019 and October of 2021 totaling $28,981,300.
***The total purchase price for the rural lands protection easement is $2,700 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under the RFLPP from the 2026 approved list. If approved, this project will bring the RFLPP total acreage to approximately 306,960 acres. This is one of two phases under this project that will be completed this cycle and will complete two-thirds of the project acquisition.

Project Description
Loveridge consists of over 5,000 acres of managed timber since the early 1900s. The project is surrounded by privately owned conserved lands on the entire eastern and southern boundaries. The project site is enrolled in the FDACS Best Management Practices (BMP) program and is located within the Florida Wildlife Corridor.

Property Description
Loveridge is a silviculture operation of mostly planted pines in varying age classes. Loveridge is an intense wildlife managed plantation. The property is divided between the lower Ochlocknee River basin and the St. Marks River basin and is in a zone with some of the highest aquifer recharge rates in the region. The Floridan aquifer recharge rate for Loveridge as determined by U.S. Geological Survey, is 15 to 20 inches per year. The rolling slope topography of the property creates several natural basins for aquifer recharge and are identified as depression marshes and forested depression wetlands. Rather than lakes or rivers feeding into them, their hydrology is primarily influenced by rainfall and subsurface water flow.

Prohibited Uses
- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;

Item 3F, cont.

- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the U.S. Department of Agriculture's Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

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

Item 3F, cont.

conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;

- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to subdivide the Property into not more than two individual parcels of not less than approximately 1,200 acres each. There shall be no further subdivision of the Property

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Item 3F, cont.

which is the subject of this Easement;

- Grantor reserves the right to build two residential building envelopes, up to 20,000 square feet of impervious surface for each. Each building envelope will not exceed 10 contiguous acres and is limited to one single family residence and ancillary structures within the building envelope. Any such development may not be constructed within an SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not eliminate the agriculture production area by more than 10 percent of the total agricultural production area listed in the BDR.

Encumbrances
There are no known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement. All oil, gas and mineral reservations not barred have been removed from the easement area. FDACS staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

Mortgages and Liens
All mortgages and liens will be satisfied or subordinated at the time of closing.

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

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

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

(Attachment 3F)

RECOMMEND: APPROVAL

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