

RESOLUTION B-26-112
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2026

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2025-2026 budget is hereby amended in accordance with FS 129.06 as described in the description and specified in the budget adjustment batch file listed below:

District(s): 1
Department: NATURAL RESOURCES
Department: PROPERTY MANAGEMENT
Fund: ENVIRONMENTAL LANDS CAPITAL PROJECT
Fund: ENVIRONMENTAL LANDS
Description: Transfers \$500,000 from reserves in the Environmental Lands operating fund to the Environmental Lands Capital Project fund for the Mossy Island Ranch Rural Lands Protection Easement project for land acquisition costs. The Memorandum of Agreement between the Florida Department of Agriculture and Consumers Services, Rural and Family Lands Protection Program and Manatee County was fully executed by the Board of County Commissioners on January 27, 2026.

This budget amendment is being presented to the Board of County Commissioners along with execution of the Deed of Rural Lands Protection Easement.

This budget amendment adjusts the FY26-30 CIP.

Batch ID: MC081826A

Reference: BU26000612

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 22nd DAY OF September, 2026.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By *T. H.* Chairman

ATTEST: Angelina Colonnese
Clerk of Circuit Court

By *Robert T. H. Jr.*
Deputy Clerk



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

Project Name: Mossy Island Ranch
County: Manatee

DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this ____ day of _____ 2026, by DANIEL ROBERT MANNING AND LORI MANNING, husband and wife, whose address is 14715 Mossy Hammock Ln, Myakka City, FL, 34251, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("State Grantee") and MANATEE COUNTY, a political subdivision of state of Florida, whose mailing address is Post Office Box 1000, Bradenton Florida 34206 ("County Grantee"). State Grantee and County Grantee collectively shall be "Grantees."

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

NOTICES

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

Grantor's Address: Daniel and Lori Manning, 14715 Mossy Hammock Ln., Myakka City, FL, 34251

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

County Grantee's Address: Manatee County Government, Property Management Department, Post Office Box 1000, Bradenton, Florida 34206
Attention: Property Acquisition Division Manager and

Manatee County Government, County Attorney's Office, 1112 Manatee Avenue West,
Suite 969, Bradenton, Florida 34205
Attention: County Attorney

RECITALS

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

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

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

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

E. The existing agricultural uses and ecological values of the Property are documented in the Baseline Documentation Report ("BDR") for the Property signed by Grantor and State Grantee and dated August 14th, 2026. The BDR consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The BDR is maintained in the offices of

the FDACS and is incorporated in this Easement by this reference. A copy of the BDR is available from the FDACS upon request.

F. Significant Natural Area ("SNA"). There are certain agricultural lands with important species habitat or water resources occurring within the boundaries of the Property, more particularly identified as SNA(s) in the BDR. An SNA is defined as a particularly outstanding or sensitive area that the parties agree are desirous of protection due to the presence of the following: 1) high-quality terrestrial or aquatic habitats, which possess significant biodiversity, high-quality resources, intact community organization, or other ecologically significant qualities; 2) habitats for rare species of plants or animals; or 3) significant geological features or historic sites. Designation of an SNA accords an extra level of protection, ensuring that the natural or cultural features within the SNA will continue to be managed appropriately and, in a manner, ensuring the continued protection of the resources. While the designation of these areas as SNAs in the BDR is intended to set them aside for conservation, management activities in an SNA may include activities commensurate with the management of conservation lands to include such activities as prescribed burning, removal of invasive species and native species restoration, and maintenance of existing agricultural structures, primarily roads, fences, drainage improvements, and boundary signs. In addition, Grantor may continue livestock grazing in an SNA, as long as Grantor's management of such grazing activity protects the quality and integrity of the SNA. Other activities that may be undertaken in SNAs are scientific research, environmental education, and activities related to ecosystem services market programs, at Grantor's sole discretion. The SNAs are identified on the map in Exhibit "B" attached hereto.

G. State Grantee, under the terms of Section 570.71, Florida Statutes, and County Grantee, a political subdivision of the state, are authorized to jointly hold easements for the preservation and protection of agricultural lands threatened by conversion to other uses, as well as the promotion and improvement of wildlife habitat, protection and enhancement of water bodies, aquifer recharge areas, wetlands and watersheds, and perpetuation of open space on lands with SNAs.

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

benefit consistent with the enumerated purposes of the Rural and Family Lands Protection Program.

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

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

ARTICLE I. RECITALS

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

ARTICLE II. DURATION OF EASEMENT

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

ARTICLE III. PURPOSE OF EASEMENT

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

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Maintenance of soil productivity and control of soil erosion.
- Maintenance or improvement of the overall quality of the timber resource.

- Protection of the integrity and function of the working landscape, including any buffers to natural areas, ecological greenways and functioning ecosystems.
- Promotion of the restoration, enhancement, or management of species habitat.
- Protection, restoration, or enhancement of water bodies and aquifer recharge areas including uplands and springsheds, wetlands, or watersheds.
- Conservation and protection of unique and fragile natural areas and rare species habitats.
- Perpetuation of open space on working lands that contain SNAs.
- Allowance of appropriate uses of the Property for activities which will provide long term economic sustainability.

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

ARTICLE IV. RIGHTS GRANTED TO THE GRANTEES

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

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

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

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

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

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

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

ARTICLE V. RIGHTS TO INSPECT, MAINTAIN, AND ENFORCE GRANTED TO THE STATE GRANTEE

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

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

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

C. The right to conduct Inspections, annually or otherwise, to monitor Grantor's compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit "C". The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantor and State Grantee; however, nothing in this section prohibits the Grantor and the State Grantee from mutually agreeing to a reasonable opportunity to cure an identified deficiency in lieu of establishing a corrective action plan. Upon State Grantee's finding that Grantor is in compliance with the terms of this Easement, a copy of the completed monitoring form will be

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

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

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

F. The rights and benefits outlined in this Article are solely vested in the State Grantee, with the County Grantee deferring to the State Grantee.

ARTICLE VI. PROHIBITED USES

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

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including those defined by the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, the Federal Emergency Planning and Community Right-To-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and

(iii) the governmental water management district applicable to or having jurisdiction over the Property ("Water Management District"), now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (collectively referred to as "Contaminants") on the Property, now or at any time hereafter in effect. This prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the terms of this Easement, and that is disposed of in accordance with applicable local, state, and federal requirements, and Best Management Practices ("BMPs") adopted by FDACS or its successor agency, as amended from time to time.

B. Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, except those required for environmental restoration, federal, state or local regulatory programs, or BMPs, including but not limited to, mining, excavation of surface or subsurface materials, the exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances. There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, by an individual or entity acting under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control, unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, or pollution of existing surface or subsurface water flow or natural water sources, freshwater lakes, ponds and pond shores, marshes, creeks, or any other water bodies except as consistent with BMPs for the type of agricultural activities being conducted. Provided, however, Grantor may construct, operate, maintain, or replace groundwater wells, ditches, swales and other water conveyance structures, drainage structures or other water management improvements incident to allowed uses on the Property, conduct seismic or other non-invasive testing, drill for and extract oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, subject to legally required permits and regulations. As reasonably necessary, Grantor may combat erosion or flooding or conduct other allowed activities using material from existing excavation sites identified in the BDR.

C. Planting of nuisance, exotic or non-native plants as listed by the Exotic Pest Plant Council or the University of Florida's Institute of Food and Agricultural Sciences, or their successors, except for plants approved by State Grantee and needed to support agricultural activities allowed hereunder. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants solely to State Grantee the right, in State

Grantee's sole discretion and at State Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics, or non-native wild plants, on the Property. Under no circumstances shall this right conveyed to State Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the State Grantee.

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

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

F. Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under this Easement, and except for linear facilities described in section 704.06(11), Florida Statutes. Provided, however, State Grantee (i) may erect and maintain signs designating the Property as land under the protection of State Grantee, and (ii) Grantees shall be entitled to recover from Grantor, and Grantor's personal representatives, heirs, successors, and assigns reasonable compensation based on diminution in value of Grantee's interest for the construction and operation of any public or private linear facilities and related access and appurtenances, as described in section 704.06(11), Florida Statutes.

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

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

I. Any subdivision of the Property is prohibited.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

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

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

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

ARTICLE VII. GRANTOR'S RESERVED RIGHTS

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

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

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

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

protection of the SNAs.

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

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

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

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

H. The right to sell, devise or otherwise transfer ownership of fee title to the Property to a third party. No easements, rights-of-way, restrictions, or less than fee simple interests in the Property shall be granted or conveyed after the date of this instrument unless such encumbrances are approved, in advance and in writing, by the State Grantee and recorded in the public records of the county(ies) in which the Property is located. The State Grantee may give such approval if it determines, in its sole discretion, that such encumbrance would be consistent with the Easement Purposes.

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

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

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

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

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

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

O. Intentionally Deleted.

P. Intentionally Deleted.

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

Grantee legal descriptions and surveys for the proposed ecosystem services project prior to development.

ARTICLE VIII. STATE GRANTEE'S REMEDIES

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

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

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

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

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

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

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

H. With the exception of the indemnification provisions set forth in subsection G. above, the rights and remedies outlined in this Article are solely vested in the State Grantee, with the County Grantee deferring to the State Grantee.

ARTICLE IX. PUBLIC ACCESS

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

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

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

ARTICLE X. MISCELLANEOUS

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

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

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

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantees, which, for the purposes of Article X, Paragraphs C and E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant of Easement attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant (Grantee's percentage interest is referred to herein as Grantee's "Proportionate Share"). The allocation of the Proportionate Share between State Grantee and County Grantee will be based on the sum of each Grantees' financial contribution toward the acquisition of the Easement. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

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

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

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

1. **Right of Grantees to Negotiate in Advance of Sale.**

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

b. In addition, if Grantor receives an unsolicited, but acceptable, offer from a prospective buyer to purchase the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantees notice of Grantor's intent to accept the offer, including the names and addresses of any party to whom the Property is to be transferred, a description of the land to be transferred, and all relevant

terms of the offer received, such that Grantees receive the notice at least 45 days prior to execution of a contract for such sale (Grantor agrees that any such contract for sale shall be made expressly subject to Grantee's right to negotiate for the purchase of the Property provided in Paragraph 1.c. below).

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

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

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

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

4. Statement of Compliance. Grantor may request in writing at least 45 days prior to sale, mortgage, transfer or long term (five years or longer) lease of the Property, or any portion thereof, a written statement from Grantees stating that, to Grantee's actual knowledge, Grantor is in compliance with the terms of this Easement, or if Grantor is not in compliance with the terms of this Easement, stating what violations of this Easement exist according to Grantee's actual knowledge. Grantees agree in such cases to acknowledge, execute, and deliver to Grantor or to any mortgagee, transferee, purchaser, or lessee such a written statement concerning compliance within 45 days from receipt by Grantees of a

written request therefor. Nothing contained in this Easement shall relieve the Grantor from the responsibility to comply with applicable federal, state, and local laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

TO HAVE AND TO HOLD unto Grantees, their successors, and assigns forever.

[signature pages follow]

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

GRANTOR:

Witnesses:

Signature: _____

Daniel Robert Manning

Printed Name: _____

Address: _____

Lori Manning

Signature: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Daniel Robert Manning and Lori Manning, husband and wife, by means of ☐ physical presence or ☐ online notarization, who is ☐ personally known to me or ☐ who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires:

Signed

Printed

GRANTEE:

Witnesses:

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

Signature: _____

**By: FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES**

Printed Name: _____

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

By: _____

Signature: _____

**DIRECTOR, DIVISION OF
ADMINISTRATION**

Printed Name: _____

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

**STATE OF FLORIDA
COUNTY OF LEON**

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

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires:

Signed

Printed

**MANATEE COUNTY, a political subdivision
of the State of Florida**

Date: September 22, 2026

By: Robin Deth DC
Deputy Clerk

SCHEDULE OF EXHIBITS

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

Exhibit "A"

577 Mossy Island Ranch

A parcel of land lying in Section 8 and 17, Township 37 South, Range 21 East, Manatee County, Florida described as follows:

Commence at the West quarter corner of Section 5, Township 37 South, Range 21 East; Thence N 01°27'15" E along West line of said Section 5, 515.26 feet to center line of Clay Gully Road; thence N 89°32'00" E along center line of said road, 442.06 feet; thence S 48°11'45" E along center line of said road, 768.83 feet; thence N 89°04'15" E along center line of said road, 1597.40 feet; thence N 89°02'20" E along said road, 2225.34 feet to NE corner of Ranches At Mossy Hammock, a Subdivision recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 00°13'15" E along East line of said Subdivision, 6856.23 feet to a point in Section 8; thence S 89°26'40" W, 990.74 feet to Point of Beginning; thence S 00°13'25" E, 3801.55 feet to a point on the South line of the North 1/2 of Section 17; thence S 89°21'20" W along South line of said North 1/2, 3862.37 feet to SW corner of said North 1/2; thence N 00°20'45" W along West line of said Section 17, 2637.08 feet to NW corner of said Section 17; thence N 00°09'52" W along West line of said Section 8, 2722.80 feet; thence N 89°50'08" E, 1737.05 feet to a point on the West line of said Subdivision; thence S 07°31'39" W along said West line of said Subdivision, 137.47 feet to P.R.M.; thence S 61°01'10" E along South line of said Subdivision, 283.71 feet to P.R.M.; thence S 63°40'54" E along South line of said Subdivision 893.53 feet to P.R.M.; thence S 59°28'30" E along South line of said Subdivision 437.08 feet to P.R.M.; thence S 49°09'13" E, 960.09 feet to Point of Beginning.

LESS AND EXCEPT

Begin at the southeast corner of Lot 49 of the plat of Ranches at Mossy Hammock as recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 10°52'56" W a distance of 300.57 feet; thence N 76°06'22" W a distance of 505.00 feet; thence N 04°40'29" E a distance of 212.99 feet; thence N 13°21'44" E a distance of 250.93 feet to the south line of said plat of Ranches at Mossy Hammock; thence S 62°35'24" E along the south line of said plat a distance of 111.72 feet to a PRM; thence S 58°10'55" E along the south line of said plat a distance of 438.31 feet to the Point of Beginning.

LESS AND EXCEPT

Commence at the southeast corner of Lot 49 of the plat of Ranches at Mossy Hammock as recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 10°52'56" W a distance of 300.57 feet; thence S 32°36'55" E a distance of 452.36 feet to the Point of Beginning; thence S 01°26'20" E a distance of 646.74 feet; thence S 49°31'52" E a distance of 648.76 feet to the west boundary of parcel 4 as described in the deed recorded in Instrument #201941084337 of the public

records of Hardee County, Florida; thence S 00°54'22" W along said west boundary a distance of 38.91 feet; thence N 49°31'52" W a distance of 668.83 feet; thence S 82°50'53" W a distance of 557.29 feet; thence N 27°01'56" W a distance of 121.71 feet; thence N 49°19'23" W a distance of 224.30 feet; thence N 00°55'31" E a distance of 490.39 feet; thence S 89°45'58" E a distance of 770.11 feet to the Point of Beginning.

SUBJECT TO

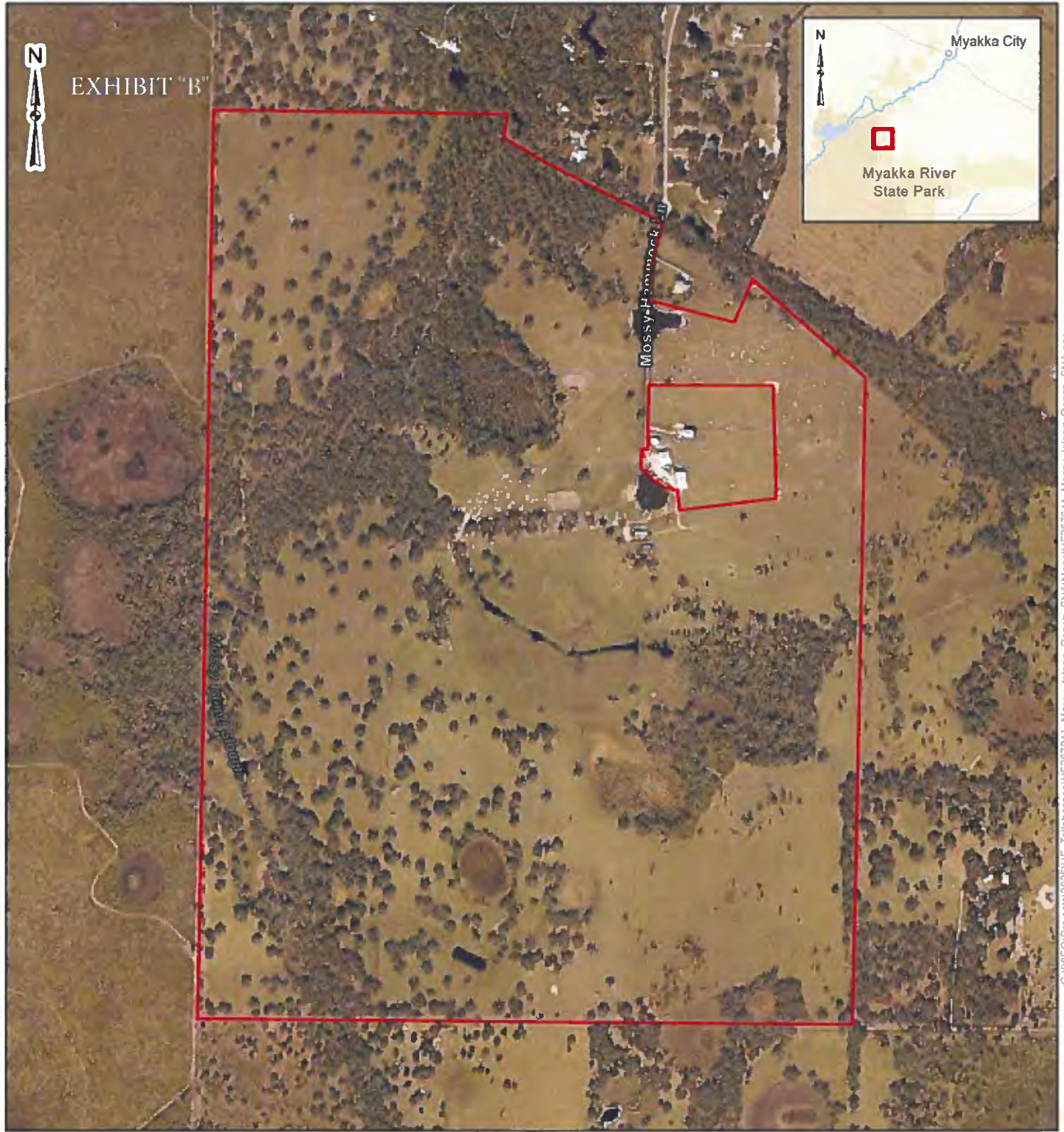
A 40.00 foot wide Ingress-Egress Easement lying 20.00 feet on each side of the following described centerline:

Commence at the southeast corner of Lot 49 of the plat of Ranches at Mossy Hammock as recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 10°52'56" W a distance of 300.57 feet; thence S 32°36'55" E a distance of 452.36 feet; thence N 89°45'58" W a distance of 750.11 feet to the Point of Beginning; thence N 00°27'07" W a distance of 499.98 feet; thence N 04°40'29" E a distance of 215.41 feet; thence N 13°21'44" E a distance of 257.45 feet to the Point of Terminus at the south line of the plat of Ranches at Mossy Hammock, said point lying on the south end of the right of way of Mossy Hammock Drive as shown on said Ranches at Mossy Hammock.

The side lines of said easement shall begin at the intersection with a bisector bearing N 89°45'58" W through the Point of Beginning and shall end at the south line of said plat of Ranches at Mossy Hammock.



EXHIBIT "B"



 Project Boundary (420.91 ac.±)



DATA SOURCES
Terracon - Significant Natural Area Identification, FDOT -
Tiled Aerials (2025) & Esri - Streets Map

***No Significant Natural Areas were identified within the project boundary.**

Project No.:	HF267041
Date:	Mar 2026
Drawn By:	JMA
Reviewed By:	FP



3559 Timberlane School Rd Tallahassee, FL 32312
PH. (850) 692-7185 terracon.com

Significant Natural Areas
Mossy Island Ranch Florida Department of Agriculture and Consumer Services Myakka City, Manatee County, Florida

Exhibit
1

EXHIBIT C



**WILTON SIMPSON
COMMISSIONER**

Florida Department of Agriculture and Consumer Services

RURAL AND FAMILY LANDS PROTECTION PROGRAM EASEMENT MONITORING FORM

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

CONSERVATION EASEMENT PROJECT: _____ ACRES: _____

FDACS CONTRACT #: _____ COUNTY: _____

LANDOWNER(S)/REPRESENTATIVE(S): _____

MONITOR: _____ MONITORING DATE: _____

MONITORING ASSISTANCE (IF ANY) /NAME: _____ AGENCY: _____

MONITORING ASSISTANCE (IF ANY) /NAME: _____ AGENCY: _____

PURPOSE OF MONITORING SITE INSPECTION:

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

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

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

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

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

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

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

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

LANDOWNER REMARKS

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

MONITOR REMARKS

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

REPORT REVIEW AND ACCEPTANCE

Purpose of Monitoring Report Review:

To assure the site inspection complies with all monitoring requirements.

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

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

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

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

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

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

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

	PRINT NAME	SIGNATURE	DATE
PREPARER			
RFLPP DIRECTOR			

SITE MONITORING ACKNOWLEDGEMENT

EASEMENT PROJECT: _____ ACRES: _____

FDACS CONTRACT #: _____ COUNTY: _____

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

Landowner/Representative

Name (print)

Signature

Monitor

Name (print)

Signature



September 22, 2026 - Regular Meeting

Subject

Adoption of Budget Amendment Resolution B-26-112; and Execution of Deed of Rural Lands Protection Easement for Mossy Island Ranch in Partnership with the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, Kara Koenig, Environmental Lands Program Section Manager - District 1

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Kara Koenig, Environmental Lands Program Section Manager, Extension 6052

Action Requested

- Adoption of Budget Resolution B-26-112, amending the annual budget for Manatee County, FL, for fiscal year 2026. This budget amendment adjusts the FY26-30 CIP; and
- Execution of the Deed of Rural Lands Protection Easement for Mossy Island Ranch

Enabling/Regulating Authority

Referendum 20-105 (Conservation and Parks Projects)

Resolution 21-182 (Appointment of ELMAC to Implement Conservation Referendum)

Manatee County Code of Ordinances Article IV Section 2-25-51 to 2-25-61 (Environmental Lands Ordinance)

Applicable Advisory Board

Environmental Lands Management and Acquisition Advisory Committee (ELMAC)

Background Discussion

• Mossy Island Ranch is a 438-acre property consisting of working agricultural lands, freshwater marshes, wet prairies, lake swamps, and forested wetlands located at 14715 Mossy Hammock Lane, Myakka City, Florida 34251. Mossy Island borders Myakka River State Park and Myakka Prairie Conservation Easements, and lies within the Florida Wildlife Corridor and Myakka River Watershed. Mossy Island Slough traverses the property and is bordered by mixed hardwoods and forested wetlands.

• On April 1, 2024, the Environmental Lands Management and Acquisition Committee (ELMAC) unanimously recommended protecting Mossy Island Ranch through partnership

See attached agenda update memo 9/17/26

with the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP).

- FDACS established RFLPP to preserve the integrity, economic viability, and ecological function of working agricultural landscapes while conserving habitat and natural areas consistent with sustainable agriculture. The easements purchased under RFLPP preserve open space and agricultural lands in alignment with federal and state conservation policies, ensuring continued agricultural use, protecting environmental resources, and prohibiting incompatible development.

- In September 2025, RFLPP released their 2025 priority acquisition ranking list for easement purchase from willing agricultural landowners, and Mossy Island Ranch ranked 48 out of 428 statewide applicants. Following this ranking and County coordination with RFLPP to partner for the purchase of a rural lands protection easement, RFLPP provided a Memorandum of Agreement (MOA) to the County for the Mossy Island Ranch joint purchase.

- The MOA for the joint purchase was executed by the Board of County Commissioners on January 27, 2026, which memorialized Manatee County's partnership as an easement co-holder and the County's partnership contribution to be capped at \$500,000, with RFLPP covering all due diligence costs and the remaining cost of the easement purchase.

- Following execution of the MOA on January 27, 2026, RFLPP moved forward with their due diligence process and coordinated the property's appraisals, including appraisal inspections which occurred on March 19, 2026.

- Upon completion of the appraisals, RFLPP presented an offer of \$4,000,000 (\$9,502/acre) for the easement acquisition of +/- 420 acres which was accepted by the property owner. This easement acquisition did not require approval by the Florida Cabinet since the acquisition value was less than \$5,000,000 (F.S. 253.025(4)(b)).

- Following execution of the Deed of Rural Lands Protection Easement, County staff will continue working with RFLPP to finalize all required documents necessary for October 2026 closing.

- RFLPP will be the final party to execute the easement and will be responsible for recording of the easement. Once accepted and recorded, the easement will be monitored and enforced by RFLPP, following monitoring protocol as identified in Exhibit C of the easement.

Attorney Review

Formal Written Review (Opinion memo must be attached) Monahan

Instructions to Board Records

- Please ensure the Chairman signs page 22 of the Deed of Rural Lands Protection Easement and the first page of Resolution B-26-112

- Please return the original executed Deed of Rural Lands Protection Easement to the attention of Kara Koenig - Property Management via interoffice delivery at 9000 Town Center Parkway, Lakewood Ranch, Florida 34202

- Please send a signed copy of the resolution and agenda coversheet to budget@mymanatee.org

- Please send a copy of the approved agenda item to:
Kara Koenig at kara.koenig@mymanatee.org
Kendall Carson at kendall.carson@mymanatee.org
Claudia Campos at claudia.campos@mymanatee.org

Cost and Funds Source Account Number and Name

\$500,000.00 – Account Number 831-0990002 (Unrestricted 831 Millage)

Amount and Frequency of Recurring Costs

Distributed 9/24/26, RT
Re-distributed 9/25/26 directing to
Clerk's Website of a large document,
9/25/26, RT



September 22, 2026 - Regular Meeting

Subject

Updates to Agenda - September 17, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 9/17/26) for the meeting of September 22, 2026:

AWARDS/PRESENTATIONS/PROCLAMATIONS

Proclamations

Item 1, POW/MIA Recognition Month Day

- This agenda item was updated to reflect that it will be presented.

Item 3, Ovarian Cancer Awareness Month

- This agenda item was updated to reflect that it will not be presented.

GENERIC PUBLIC COMMENTS

- This agenda item was updated with additional comments.

CONSENT AGENDA

Clerk of Circuit Court

Item 5, Approval of the Clerk's Consent Agenda dated September 22, 2026.

- This agenda item was updated with the revised Clerk's Consent Calendar and Minutes for September 1, 2026.

Community and Veterans Services

Item 7, Adoption of Resolution R-26-124, authorizing Submission and Acceptance of the FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Award for Manatee County Sheriff's Office Public Safety Needs, Dr. Renese M. Remy, Criminal Justice Policy Coordinator - Countywide

- This agenda item was updated to include the Certifications and Assurances by the Chief Executive of the Applicant Government.

Item 8, Adoption of Resolution R-26-125, amending the 2024–2027 Local Housing Assistance Plan to Add a Mobile/Manufactured Housing Strategy Required by Chapter 2026-173, Laws of Florida (SB 594), Deborah Ash, Housing and Community Development Coordinator

- This agenda item was updated with revised Resolution R-26-125, which deleted reference(s) to Exhibit E.

Item 10, Adoption of Resolution R-26-132 on behalf of the Housing Finance Authority of Manatee County (the "Authority"), approving the issuance within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended, of the Authority's Multifamily Housing Revenue Bonds (Lotus Vyne Project), in the principal amount of not to exceed \$71,775,045 (the "Bonds"), Angela Abbott, Housing Finance Authority Attorney

- This agenda item was updated with revised Cover Sheet in strikethrough / underline format and Resolution R-26-132.

Property Management

Item 29, Adoption of Budget Amendment Resolution B-26-112; and Execution of Deed of Rural Lands Protection Easement for Mossy Island Ranch in Partnership with the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, Kara Koenig, Environmental Lands Program Section Manager - District 1

- This agenda item was updated with revised Deed of Rural Lands Protection Easement for Mossy Island Ranch.

Item 30, Adoption of Budget Amendment Resolution B-26-113; and Execution of Deed of Rural Lands Protection Easement for Thundercloud Ranch in Partnership with the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, Kara Koenig, Environmental Lands Program Section Manager - District 1

- This agenda item was updated with revised Deed of Rural Lands Protection Easement for Thundercloud Ranch.

Public Safety

Item 35, Adoption of Resolution R-26-123, authorizing the Public Safety Department to Participate in the Intergovernmental Transfer Program with the State of Florida Agency for Health Care Administration, Sean Dwyer, Chief of Emergency Medical Services – Countywide

- This agenda item was updated with finalized Resolution R-26-123 with Exhibit A, Form of Agreement Public Emergency Medical Transportation Letter of Agreement and Cover Sheet in strikethrough/underline format.

Item 36, Adoption of Resolution R-26-128, Low Income Pool and Graduate Medical Education Program Funding - Thu Le, Health Information Services Manager – Countywide

- This agenda item was updated to revise the Cover Sheet in strikethrough / underline format; and add Resolution R-26-128, Low Income Pool Letter of Agreements for MCR Health and Centerstone, and Graduate Medical Education Letter of Agreement for Centerstone.

ADVERTISED PUBLIC HEARINGS - LEGISLATIVE

Presentations Scheduled

Item 45, Adoption of Ordinance 26-36, regulating Simulated Gambling Devices and Memorandum of Understanding (MOU), Tom Wooten, Code Enforcement Chief - Countywide

- This agenda item was updated to change the presenter from Tom Wooten, Code Enforcement Chief, to Stephanie Charles, Development Services Deputy Director.

Item 46, Adoption of Ordinance 26-42, Data Center Moratorium - PLN2609-0022 - Legislative - Jay Stearman, Planner I - Countywide

An Ordinance Manatee County, Florida establishing a temporary moratorium on the submission and acceptance of applications for building permits, site plans, development orders, development agreements, special permit uses, rezonings, and comprehensive plan amendments related to data centers, large-scale data centers and other large load customers within unincorporated Manatee County; providing for authority; legislative findings of fact; temporary moratorium imposed; duration of temporary moratorium; providing for severability; and an effective date.

- This agenda item was updated with the Affidavit of Publishing, Revised Ordinance 26-42 and public comments.

REGULAR

Property Management

Item 49, Execution of License Agreement with Sema Construction, Inc., Concerning a Portion of the County Property located in Cortez, Florida 34215, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was deferred to October 6, 2026.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

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

Project Name: Mossy Island Ranch
County: Manatee

DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this ____ day of _____ 2026, by DANIEL ROBERT MANNING AND LORI MANNING, husband and wife, whose address is 14715 Mossy Hammock Ln, Myakka City, FL, 34251, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("State Grantee") and MANATEE COUNTY, a political subdivision of state of Florida, whose mailing address is Post Office Box 1000, Bradenton Florida 34206 ("County Grantee"). State Grantee and County Grantee collectively shall be "Grantees."

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

NOTICES

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

Grantor's Address: Daniel and Lori Manning, 14715 Mossy Hammock Ln., Myakka City, FL, 34251

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

County Grantee's Address: Manatee County Government, Property Management Department, Post Office Box 1000, Bradenton, Florida 34206
Attention: Property Acquisition Division Manager and

**Manatee County Government, County Attorney's Office, 1112 Manatee Avenue West,
Suite 969, Bradenton, Florida 34205
Attention: County Attorney**

RECITALS

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

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

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

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

E. The existing agricultural uses and ecological values of the Property are documented in the Baseline Documentation Report ("BDR") for the Property signed by Grantor and State Grantee and dated August 14th, 2026. The BDR consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The BDR is maintained in the offices of

the FDACS and is incorporated in this Easement by this reference. A copy of the BDR is available from the FDACS upon request.

F. Significant Natural Area (“SNA”). There are certain agricultural lands with important species habitat or water resources occurring within the boundaries of the Property, more particularly identified as SNA(s) in the BDR. An SNA is defined as a particularly outstanding or sensitive area that the parties agree are desirous of protection due to the presence of the following: 1) high-quality terrestrial or aquatic habitats, which possess significant biodiversity, high-quality resources, intact community organization, or other ecologically significant qualities; 2) habitats for rare species of plants or animals; or 3) significant geological features or historic sites. Designation of an SNA accords an extra level of protection, ensuring that the natural or cultural features within the SNA will continue to be managed appropriately and, in a manner, ensuring the continued protection of the resources. While the designation of these areas as SNAs in the BDR is intended to set them aside for conservation, management activities in an SNA may include activities commensurate with the management of conservation lands to include such activities as prescribed burning, removal of invasive species and native species restoration, and maintenance of existing agricultural structures, primarily roads, fences, drainage improvements, and boundary signs. In addition, Grantor may continue livestock grazing in an SNA, as long as Grantor’s management of such grazing activity protects the quality and integrity of the SNA. Other activities that may be undertaken in SNAs are scientific research, environmental education, and activities related to ecosystem services market programs, at Grantor’s sole discretion. The SNAs are identified on the map in Exhibit “B” attached hereto.

G. State Grantee, under the terms of Section 570.71, Florida Statutes, and County Grantee, a political subdivision of the state, are authorized to jointly hold easements for the preservation and protection of agricultural lands threatened by conversion to other uses, as well as the promotion and improvement of wildlife habitat, protection and enhancement of water bodies, aquifer recharge areas, wetlands and watersheds, and perpetuation of open space on lands with SNAs.

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

benefit consistent with the enumerated purposes of the Rural and Family Lands Protection Program.

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

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

ARTICLE I. RECITALS

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

ARTICLE II. DURATION OF EASEMENT

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

ARTICLE III. PURPOSE OF EASEMENT

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

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Maintenance of soil productivity and control of soil erosion.
- Maintenance or improvement of the overall quality of the timber resource.

- Protection of the integrity and function of the working landscape, including any buffers to natural areas, ecological greenways and functioning ecosystems.
- Promotion of the restoration, enhancement, or management of species habitat.
- Protection, restoration, or enhancement of water bodies and aquifer recharge areas including uplands and springsheds, wetlands, or watersheds.
- Conservation and protection of unique and fragile natural areas and rare species habitats.
- Perpetuation of open space on working lands that contain SNAs.
- Allowance of appropriate uses of the Property for activities which will provide long term economic sustainability.

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

ARTICLE IV. RIGHTS GRANTED TO THE GRANTEES

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

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

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

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

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

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

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

ARTICLE V. RIGHTS TO INSPECT, MAINTAIN, AND ENFORCE GRANTED TO THE STATE GRANTEE

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

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

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

C. The right to conduct Inspections, annually or otherwise, to monitor Grantor's compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit "C". The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantor and State Grantee; however, nothing in this section prohibits the Grantor and the State Grantee from mutually agreeing to a reasonable opportunity to cure an identified deficiency in lieu of establishing a corrective action plan. Upon State Grantee's finding that Grantor is in compliance with the terms of this Easement, a copy of the completed monitoring form will be

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

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

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

F. The rights and benefits outlined in this Article are solely vested in the State Grantee, with the County Grantee deferring to the State Grantee.

ARTICLE VI. PROHIBITED USES

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

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including those defined by the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, the Federal Emergency Planning and Community Right-To-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and

(iii) the governmental water management district applicable to or having jurisdiction over the Property (“Water Management District”), now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (collectively referred to as “Contaminants”) on the Property, now or at any time hereafter in effect. This prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the terms of this Easement, and that is disposed of in accordance with applicable local, state, and federal requirements, and Best Management Practices (“BMPs”) adopted by FDACS or its successor agency, as amended from time to time.

B. Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, except those required for environmental restoration, federal, state or local regulatory programs, or BMPs, including but not limited to, mining, excavation of surface or subsurface materials, the exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller’s earth, phosphate, common clays, gravel, shell, sand and similar substances. There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation either directly or indirectly by Grantor or on Grantor’s behalf or with the joinder or consent of Grantor in any application for a permit so to do, by an individual or entity acting under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control, unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, or pollution of existing surface or subsurface water flow or natural water sources, freshwater lakes, ponds and pond shores, marshes, creeks, or any other water bodies except as consistent with BMPs for the type of agricultural activities being conducted. Provided, however, Grantor may construct, operate, maintain, or replace groundwater wells, ditches, swales and other water conveyance structures, drainage structures or other water management improvements incident to allowed uses on the Property, conduct seismic or other non-invasive testing, drill for and extract oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, subject to legally required permits and regulations. As reasonably necessary, Grantor may combat erosion or flooding or conduct other allowed activities using material from existing excavation sites identified in the BDR.

C. Planting of nuisance, exotic or non-native plants as listed by the Exotic Pest Plant Council or the University of Florida’s Institute of Food and Agricultural Sciences, or their successors, except for plants approved by State Grantee and needed to support agricultural activities allowed hereunder. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants solely to State Grantee the right, in State

Grantee's sole discretion and at State Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics, or non-native wild plants, on the Property. Under no circumstances shall this right conveyed to State Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the State Grantee.

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

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

F. Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under this Easement, and except for linear facilities described in section 704.06(11), Florida Statutes. Provided, however, State Grantee (i) may erect and maintain signs designating the Property as land under the protection of State Grantee, and (ii) Grantees shall be entitled to recover from Grantor, and Grantor's personal representatives, heirs, successors, and assigns reasonable compensation based on diminution in value of Grantee's interest for the construction and operation of any public or private linear facilities and related access and appurtenances, as described in section 704.06(11), Florida Statutes.

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

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

I. Any subdivision of the Property is prohibited.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

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

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

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

ARTICLE VII. GRANTOR'S RESERVED RIGHTS

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

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

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

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

protection of the SNAs.

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

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

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

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

H. The right to sell, devise or otherwise transfer ownership of fee title to the Property to a third party. No easements, rights-of-way, restrictions, or less than fee simple interests in the Property shall be granted or conveyed after the date of this instrument unless such encumbrances are approved, in advance and in writing, by the State Grantee and recorded in the public records of the county(ies) in which the Property is located. The State Grantee may give such approval if it determines, in its sole discretion, that such encumbrance would be consistent with the Easement Purposes.

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

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

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

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

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

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

O. Intentionally Deleted.

P. Intentionally Deleted.

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

Grantee legal descriptions and surveys for the proposed ecosystem services project prior to development.

ARTICLE VIII. STATE GRANTEE'S REMEDIES

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

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

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

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

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

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

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

H. With the exception of the indemnification provisions set forth in subsection G. above, the rights and remedies outlined in this Article are solely vested in the State Grantee, with the County Grantee deferring to the State Grantee.

ARTICLE IX. PUBLIC ACCESS

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

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

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

ARTICLE X. MISCELLANEOUS

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

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

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

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantees, which, for the purposes of Article X, Paragraphs C and E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant of Easement attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant (Grantee's percentage interest is referred to herein as Grantee's "Proportionate Share"). The allocation of the Proportionate Share between State Grantee and County Grantee will be based on the sum of each Grantees' financial contribution toward the acquisition of the Easement. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

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

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

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

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

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

b. In addition, if Grantor receives an unsolicited, but acceptable, offer from a prospective buyer to purchase the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantees notice of Grantor's intent to accept the offer, including the names and addresses of any party to whom the Property is to be transferred, a description of the land to be transferred, and all relevant

terms of the offer received, such that Grantees receive the notice at least 45 days prior to execution of a contract for such sale (Grantor agrees that any such contract for sale shall be made expressly subject to Grantee's right to negotiate for the purchase of the Property provided in Paragraph 1.c. below).

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

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

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

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

4. Statement of Compliance. Grantor may request in writing at least 45 days prior to sale, mortgage, transfer or long term (five years or longer) lease of the Property, or any portion thereof, a written statement from Grantees stating that, to Grantee's actual knowledge, Grantor is in compliance with the terms of this Easement, or if Grantor is not in compliance with the terms of this Easement, stating what violations of this Easement exist according to Grantee's actual knowledge. Grantees agree in such cases to acknowledge, execute, and deliver to Grantor or to any mortgagee, transferee, purchaser, or lessee such a written statement concerning compliance within 45 days from receipt by Grantees of a

written request therefor. Nothing contained in this Easement shall relieve the Grantor from the responsibility to comply with applicable federal, state, and local laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

TO HAVE AND TO HOLD unto Grantees, their successors, and assigns forever.

[signature pages follow]

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

GRANTOR:

Witnesses:

Signature: _____

Daniel Robert Manning

Printed Name: _____

Address: _____

Lori Manning

Signature: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Daniel Robert Manning and Lori Manning, husband and wife, by means of ☐ physical presence or ☐ online notarization, who is ☐ personally known to me or ☐ who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires:

Signed

Printed

GRANTEE:

Witnesses:

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

Signature: _____

Printed Name: _____

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

By: FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES

By: _____

DIRECTOR, DIVISION OF
ADMINISTRATION

Signature: _____

Printed Name: _____

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

STATE OF FLORIDA
COUNTY OF LEON

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

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires:

Signed

Printed

GRANTEE:

**MANATEE COUNTY, a political subdivision
of the State of Florida**

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: _____
Deputy Clerk

SCHEDULE OF EXHIBITS

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

Exhibit "A"

577 Mossy Island Ranch

A parcel of land lying in Section 8 and 17, Township 37 South, Range 21 East, Manatee County, Florida described as follows:

Commence at the West quarter corner of Section 5, Township 37 South, Range 21 East; Thence N 01°27'15" E along West line of said Section 5, 515.26 feet to center line of Clay Gully Road; thence N 89°32'00" E along center line of said road, 442.06 feet; thence S 48°11'45" E along center line of said road, 768.83 feet; thence N 89°04'15" E along center line of said road, 1597.40 feet; thence N 89°02'20" E along said road, 2225.34 feet to NE corner of Ranches At Mossy Hammock, a Subdivision recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 00°13'15" E along East line of said Subdivision, 6856.23 feet to a point in Section 8; thence S 89°26'40" W, 990.74 feet to Point of Beginning; thence S 00°13'25" E, 3801.55 feet to a point on the South line of the North 1/2 of Section 17; thence S 89°21'20" W along South line of said North 1/2, 3862.37 feet to SW corner of said North 1/2; thence N 00°20'45" W along West line of said Section 17, 2637.08 feet to NW corner of said Section 17; thence N 00°09'52" W along West line of said Section 8, 2722.80 feet; thence N 89°50'08" E, 1737.05 feet to a point on the West line of said Subdivision; thence S 07°31'39" W along said West line of said Subdivision, 137.47 feet to P.R.M.; thence S 61°01'10" E along South line of said Subdivision, 283.71 feet to P.R.M.; thence S 63°40'54" E along South line of said Subdivision 893.53 feet to P.R.M.; thence S 59°28'30" E along South line of said Subdivision 437.08 feet to P.R.M.; thence S 49°09'13" E, 960.09 feet to Point of Beginning.

LESS AND EXCEPT

Begin at the southeast corner of Lot 49 of the plat of Ranches at Mossy Hammock as recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 10°52'56" W a distance of 300.57 feet; thence N 76°06'22" W a distance of 505.00 feet; thence N 04°40'29" E a distance of 212.99 feet; thence N 13°21'44" E a distance of 250.93 feet to the south line of said plat of Ranches at Mossy Hammock; thence S 62°35'24" E along the south line of said plat a distance of 111.72 feet to a PRM; thence S 58°10'55" E along the south line of said plat a distance of 438.31 feet to the Point of Beginning.

LESS AND EXCEPT

Commence at the southeast corner of Lot 49 of the plat of Ranches at Mossy Hammock as recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 10°52'56" W a distance of 300.57 feet; thence S 32°36'55" E a distance of 452.36 feet to the Point of Beginning; thence S 01°26'20" E a distance of 646.74 feet; thence S 49°31'52" E a distance of 648.76 feet to the west boundary of parcel 4 as described in the deed recorded in Instrument #201941084337 of the public

records of Hardee County, Florida; thence S 00°54'22" W along said west boundary a distance of 38.91 feet; thence N 49°31'52" W a distance of 668.83 feet; thence S 82°50'53" W a distance of 557.29 feet; thence N 27°01'56" W a distance of 121.71 feet; thence N 49°19'23" W a distance of 224.30 feet; thence N 00°55'31" E a distance of 490.39 feet; thence S 89°45'58" E a distance of 770.11 feet to the Point of Beginning.

SUBJECT TO

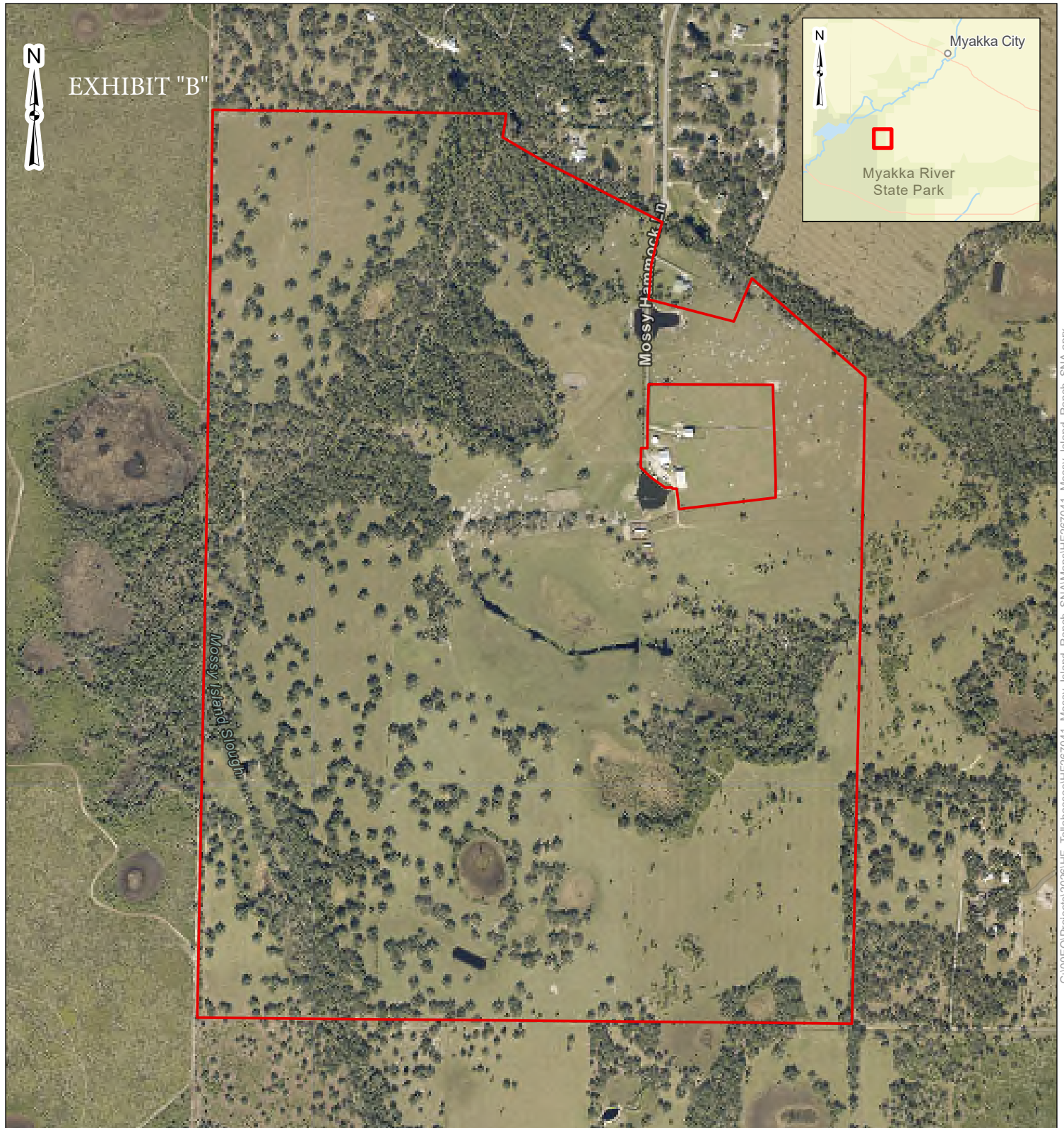
A 40.00 foot wide Ingress-Egress Easement lying 20.00 feet on each side of the following described centerline:

Commence at the southeast corner of Lot 49 of the plat of Ranches at Mossy Hammock as recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 10°52'56" W a distance of 300.57 feet; thence S 32°36'55" E a distance of 452.36 feet; thence N 89°45'58" W a distance of 750.11 feet to the Point of Beginning; thence N 00°27'07" W a distance of 499.98 feet; thence N 04°40'29" E a distance of 215.41 feet; thence N 13°21'44" E a distance of 257.45 feet to the Point of Terminus at the south line of the plat of Ranches at Mossy Hammock, said point lying on the south end of the right of way of Mossy Hammock Drive as shown on said Ranches at Mossy Hammock.

The side lines of said easement shall begin at the intersection with a bisector bearing N 89°45'58" W through the Point of Beginning and shall end at the south line of said plat of Ranches at Mossy Hammock.



EXHIBIT "B"



 Project Boundary (420.91 ac.±)



*No Significant Natural Areas were identified within the project boundary.

DATA SOURCES:
Terracon - Significant Natural Area identification; FDOT -
Tiled Aerials (2025) & Esri - Streets Map

Project No.:	HF267041
Date:	Mar 2026
Drawn By:	JMA
Reviewed By:	FP



3559 Timberlane School Rd Tallahassee, FL 32312
PH. (850) 692-7185 terracon.com

Significant Natural Areas

Mossy Island Ranch
Florida Department of Agriculture and
Consumer Services
Myakka City, Manatee County, Florida

Exhibit

1

EXHIBIT C



**WILTON SIMPSON
COMMISSIONER**

Florida Department of Agriculture and Consumer Services

RURAL AND FAMILY LANDS PROTECTION PROGRAM EASEMENT MONITORING FORM

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

CONSERVATION EASEMENT PROJECT: _____ ACRES: _____

FDACS CONTRACT #: _____ COUNTY: _____

LANDOWNER(S)/REPRESENTATIVE(S): _____

MONITOR: _____ MONITORING DATE: _____

MONITORING ASSISTANCE (IF ANY) /NAME: _____ AGENCY: _____

MONITORING ASSISTANCE (IF ANY) /NAME: _____ AGENCY: _____

PURPOSE OF MONITORING SITE INSPECTION:

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

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

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

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

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

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

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

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

LANDOWNER REMARKS

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

MONITOR REMARKS

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

REPORT REVIEW AND ACCEPTANCE

Purpose of Monitoring Report Review:

To assure the site inspection complies with all monitoring requirements.

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

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

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

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

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

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

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

	PRINT NAME	SIGNATURE	DATE
PREPARER			
RFLPP DIRECTOR			

SITE MONITORING ACKNOWLEDGEMENT

EASEMENT PROJECT: _____ ACRES: _____

FDACS CONTRACT #: _____ COUNTY: _____

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

Landowner/Representative

Name (print)

Signature

Monitor

Name (print)

Signature

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

Project Name: Mossy Island Ranch
County: Manatee

DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this ____ day of _____ 202_, by DANIEL ROBERT MANNING AND LORI MANNING, husband and wife, whose address is 14715 Mossy Hammock Ln, Myakka City, FL, 34251, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("State Grantee") and MANATEE COUNTY, a political subdivision of state of Florida, whose mailing address is Post Office Box 1000, Bradenton Florida 34206 ("County Grantee"). State Grantee and County Grantee collectively shall be "Grantees."

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

NOTICES

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

Grantor's Address: Daniel and Lori Manning, 14715 Mossy Hammock Ln., Myakka City, FL, 34251

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

County Grantee's Address: Manatee County Government, Property Management Department, Post Office Box 1000, Bradenton, Florida 34206
Attention: Property Acquisition Division Manager and

Manatee County Government, County Attorney's Office, 1112 Manatee Avenue West,
Suite 969, Bradenton, Florida 34205
Attention: County Attorney

RECITALS

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

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

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

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

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

the FDACS and is incorporated in this Easement by this reference. A copy of the BDR is available from the FDACS upon request.

F. Significant Natural Area (“SNA”). There are certain agricultural lands with important species habitat or water resources occurring within the boundaries of the Property, more particularly identified as SNA(s) in the BDR. An SNA is defined as a particularly outstanding or sensitive area that the parties agree are desirous of protection due to the presence of the following: 1) high-quality terrestrial or aquatic habitats, which possess significant biodiversity, high-quality resources, intact community organization, or other ecologically significant qualities; 2) habitats for rare species of plants or animals; or 3) significant geological features or historic sites. Designation of an SNA accords an extra level of protection, ensuring that the natural or cultural features within the SNA will continue to be managed appropriately and, in a manner, ensuring the continued protection of the resources. While the designation of these areas as SNAs in the BDR is intended to set them aside for conservation, management activities in an SNA may include activities commensurate with the management of conservation lands to include such activities as prescribed burning, removal of invasive species and native species restoration, and maintenance of existing agricultural structures, primarily roads, fences, drainage improvements, and boundary signs. In addition, Grantor may continue livestock grazing in an SNA, as long as Grantor’s management of such grazing activity protects the quality and integrity of the SNA. Other activities that may be undertaken in SNAs are scientific research, environmental education, and activities related to ecosystem services market programs, at Grantor’s sole discretion. The SNAs are identified on the map in Exhibit “B” attached hereto.

G. State Grantee, under the terms of Section 570.71, Florida Statutes, and County Grantee, a political subdivision of the state, are authorized to jointly hold easements for the preservation and protection of agricultural lands threatened by conversion to other uses, as well as the promotion and improvement of wildlife habitat, protection and enhancement of water bodies, aquifer recharge areas, wetlands and watersheds, and perpetuation of open space on lands with SNAs.

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

benefit consistent with the enumerated purposes of the Rural and Family Lands Protection Program.

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

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

ARTICLE I. RECITALS

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

ARTICLE II. DURATION OF EASEMENT

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

ARTICLE III. PURPOSE OF EASEMENT

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

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Maintenance of soil productivity and control of soil erosion.
- Maintenance or improvement of the overall quality of the timber resource.

- Protection of the integrity and function of the working landscape, including any buffers to natural areas, ecological greenways and functioning ecosystems.
- Promotion of the restoration, enhancement, or management of species habitat.
- Protection, restoration, or enhancement of water bodies and aquifer recharge areas including uplands and springsheds, wetlands, or watersheds.
- Conservation and protection of unique and fragile natural areas and rare species habitats.
- Perpetuation of open space on working lands that contain SNAs.
- Allowance of appropriate uses of the Property for activities which will provide long term economic sustainability.

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

ARTICLE IV. RIGHTS GRANTED TO THE GRANTEES

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

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

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

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

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

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

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

ARTICLE V. RIGHTS TO INSPECT, MAINTAIN, AND ENFORCE GRANTED TO THE STATE GRANTEE

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

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

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

C. The right to conduct Inspections, annually or otherwise, to monitor Grantor's compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit "C". The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantor and State Grantee; however, nothing in this section prohibits the Grantor and the State Grantee from mutually agreeing to a reasonable opportunity to cure an identified deficiency in lieu of establishing a corrective action plan. Upon State Grantee's finding that Grantor is in compliance with the terms of this Easement, a copy of the completed monitoring form will be

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

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

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

F. The rights and benefits outlined in this Article are solely vested in the State Grantee, with the County Grantee deferring to the State Grantee.

ARTICLE VI PROHIBITED USES

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

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including those defined by the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, the Federal Emergency Planning and Community Right-To-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and

(iii) the governmental water management district applicable to or having jurisdiction over the Property ("Water Management District"), now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (collectively referred to as "Contaminants") on the Property, now or at any time hereafter in effect. This prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the terms of this Easement, and that is disposed of in accordance with applicable local, state, and federal requirements, and Best Management Practices ("BMPs") adopted by FDACS or its successor agency, as amended from time to time.

B. Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, except those required for environmental restoration, federal, state or local regulatory programs, or BMPs, including but not limited to, mining, excavation of surface or subsurface materials, the exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances. There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, by an individual or entity acting under and by virtue of the authority of a grant or reservation or other form of ownership or interest in or control, unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, or pollution of existing surface or subsurface water flow or natural water sources, freshwater lakes, ponds and pond shores, marshes, creeks, or any other water bodies except as consistent with BMPs for the type of agricultural activities being conducted. Provided, however, Grantor may construct, operate, maintain, or replace groundwater wells, ditches, swales and other water conveyance structures, drainage structures or other water management improvements incident to allowed uses on the Property, conduct seismic or other non-invasive testing, drill for and extract oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, subject to legally required permits and regulations. As reasonably necessary, Grantor may combat erosion or flooding or conduct other allowed activities using material from existing excavation sites identified in the BDR.

C. Planting of nuisance, exotic or non-native plants as listed by the Exotic Pest Plant Council or the University of Florida's Institute of Food and Agricultural Sciences, or their successors, except for plants approved by State Grantee and needed to support agricultural activities allowed hereunder. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants solely to State Grantee the right, in State

Grantee's sole discretion and at State Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics, or non-native wild plants, on the Property. Under no circumstances shall this right conveyed to State Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the State Grantee.

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

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

F. Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under this Easement, and except for linear facilities described in section 704.06(11), Florida Statutes. Provided, however, State Grantee (i) may erect and maintain signs designating the Property as land under the protection of State Grantee, and (ii) Grantees shall be entitled to recover from Grantor, and Grantor's personal representatives, heirs, successors, and assigns reasonable compensation based on diminution in value of Grantee's interest for the construction and operation of any public or private linear facilities and related access and appurtenances, as described in section 704.06(11), Florida Statutes.

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

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

I. Any subdivision of the Property is prohibited.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

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

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

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

ARTICLE VII. GRANTOR'S RESERVED RIGHTS

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

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

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

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

protection of the SNAs.

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

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

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

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

H. The right to sell, devise or otherwise transfer ownership of fee title to the Property to a third party. No easements, rights-of-way, restrictions, or less than fee simple interests in the Property shall be granted or conveyed after the date of this instrument unless such encumbrances are approved, in advance and in writing, by the State Grantee and recorded in the public records of the county(ies) in which the Property is located. The State Grantee may give such approval if it determines, in its sole discretion, that such encumbrance would be consistent with the Easement Purposes.

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

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

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

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

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

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

O. Intentionally Deleted.

P. Intentionally Deleted.

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

Grantee legal descriptions and surveys for the proposed ecosystem services project prior to development.

ARTICLE VIII. STATE GRANTEE'S REMEDIES

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

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

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

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

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

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

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

H. With the exception of the indemnification provisions set forth in subsection G. above, the rights and remedies outlined in this Article are solely vested in the State Grantee, with the County Grantee deferring to the State Grantee.

ARTICLE IX. PUBLIC ACCESS

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

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

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

ARTICLE X. MISCELLANEOUS

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

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

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

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantees, which, for the purposes of Article X, Paragraphs C and E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant of Easement attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant (Grantee's percentage interest is referred to herein as Grantee's "Proportionate Share"). The allocation of the Proportionate Share between State Grantee and County Grantee will be based on the sum of each Grantees' financial contribution toward the acquisition of the Easement. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

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

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

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

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

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

b. In addition, if Grantor receives an unsolicited, but acceptable, offer from a prospective buyer to purchase the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantees notice of Grantor's intent to accept the offer, including the names and addresses of any party to whom the Property is to be transferred, a description of the land to be transferred, and all relevant

terms of the offer received, such that Grantees receive the notice at least 45 days prior to execution of a contract for such sale (Grantor agrees that any such contract for sale shall be made expressly subject to Grantee's right to negotiate for the purchase of the Property provided in Paragraph 1.c. below).

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

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

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

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

4. Statement of Compliance. Grantor may request in writing at least 45 days prior to sale, mortgage, transfer or long term (five years or longer) lease of the Property, or any portion thereof, a written statement from Grantees stating that, to Grantee's actual knowledge, Grantor is in compliance with the terms of this Easement, or if Grantor is not in compliance with the terms of this Easement, stating what violations of this Easement exist according to Grantee's actual knowledge. Grantees agree in such cases to acknowledge, execute, and deliver to Grantor or to any mortgagee, transferee, purchaser, or lessee such a written statement concerning compliance within 45 days from receipt by Grantees of a

written request therefor. Nothing contained in this Easement shall relieve the Grantor from the responsibility to comply with applicable federal, state, and local laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

TO HAVE AND TO HOLD unto Grantees, their successors, and assigns forever.

[signature pages follow]

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

GRANTOR:

Witnesses:

Signature: _____

Daniel Robert Manning

Printed Name: _____

Address: _____

Lori Manning

Signature: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Daniel Robert Manning and Lori Manning, husband and wife, by means of ☐ physical presence or ☐ online notarization, who is ☐ personally known to me or ☐ who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

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

NOTARY PUBLIC

Signed

My Commission Expires:

Printed

GRANTEE:

Witnesses:

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

Signature: _____

Printed Name: _____

Address: _____

By: FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES

By: _____

DIRECTOR, DIVISION OF
ADMINISTRATION

Signature: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF LEON

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

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

NOTARY PUBLIC

My Commission Expires:

Signed

Printed

GRANTEE:

**MANATEE COUNTY, a political subdivision
of the State of Florida**

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

DEED REVISED AND REPLACED

SCHEDULE OF EXHIBITS

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

DEED REVISED AND REPLACED

Exhibit "A"

A parcel of land lying in Section 8 and 17, Township 37 South, Range 21 East, Manatee County, Florida described as follows:

Commence at the West quarter corner of Section 5, Township 37 South, Range 21 East; Thence N 01°27'15" E along West line of said Section 5, 515.26 feet to center line of Clay Gully Road; thence N 89°32'00" E along center line of said road, 442.06 feet; thence S 48°11'45" E along center line of said road, 768.83 feet; thence N 89°04'15" E along center line of said road, 1597.40 feet; thence N 89°02'20" E along said road, 2225.34 feet to NE corner of Ranches At Mossy Hammock, a Subdivision recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 00°13'15" E along East line of said Subdivision, 6856.23 feet to a point in Section 8; thence S 89°26'40" W, 990.74 feet to Point of Beginning; thence S 00°13'25" E, 3801.55 feet to a point on the South line of the North 1/2 of Section 17; thence S 89°21'20" W along South line of said North 1/2, 3862.37 feet to SW corner of said North 1/2; thence N 00°20'45" W along West line of said Section 17, 2637.08 feet to NW corner of said Section 17; thence N 00°09'52" W along West line of said Section 8, 2722.80 feet; thence N 89°50'08" E, 1737.05 feet to a point on the West line of said Subdivision; thence S 07°31'39" W along said West line of said Subdivision, 137.47 feet to P.R.M.; thence S 61°01'10" E along South line of said Subdivision, 283.71 feet to P.R.M.; thence S 63°40'54" E along South line of said Subdivision 893.53 feet to P.R.M.; thence S 59°28'30" E along South line of said Subdivision 437.08 feet to P.R.M.; thence S 49°09'13" E, 960.09 feet to Point of Beginning.

LESS AND EXCEPT

Begin at the southeast corner of Lot 49 of the plat of Ranches at Mossy Hammock as recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 10°52'56" W a distance of 300.57 feet; thence N 76°06'22" W a distance of 505.00 feet; thence N 04°40'29" E a distance of 212.99 feet; thence N 13°21'44" E a distance of 250.93 feet to the south line of said plat of Ranches at Mossy Hammock; thence S 62°35'24" E along the south line of said plat a distance of 111.72 feet to a PRM; thence S 58°10'55" E along the south line of said plat a distance of 438.31 feet to the Point of Beginning.

LESS AND EXCEPT

Commence at the southeast corner of Lot 49 of the plat of Ranches at Mossy Hammock as recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 10°52'56" W a distance of 300.57 feet; thence S 32°36'55" E a distance of 452.36 feet to the Point of Beginning; thence S 01°26'20" E a distance of 646.74 feet; thence S 49°31'52" E a distance of 648.76 feet to the west boundary of parcel 4 as described in the deed recorded in Instrument #201941084337 of the public records of Hardee County, Florida; thence S 00°54'22" W along said west boundary a distance of 38.91 feet; thence N 49°31'52" W a distance of 668.83 feet; thence S

82°50'53" W a distance of 557.29 feet; thence N 27°01'56" W a distance of 121.71 feet; thence N 49°19'23" W a distance of 224.30 feet; thence N 00°55'31" E a distance of 490.39 feet; thence S 89°45'58" E a distance of 770.11 feet to the Point of Beginning.

SUBJECT TO

A 40.00 foot wide Ingress-Egress Easement lying 20.00 feet on each side of the following described centerline:

Commence at the southeast corner of Lot 49 of the plat of Ranches at Mossy Hammock as recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 10°52'56" W a distance of 300.57 feet; thence S 32°36'55"E a distance of 452.36 feet; thence N 89°45'58" W a distance of 750.11 feet to the Point of Beginning; thence N 00°27'07" W a distance of 499.98 feet; thence N 04°40'29" E a distance of 215.41 feet; thence N 13°21'44" E a distance of 257.45 feet to the Point of Terminus at the south line of the plat of Ranches at Mossy Hammock, said point lying on the south end of the right of way of Mossy Hammock Drive as shown on said Ranches at Mossy Hammock.

The side lines of said easement shall begin at the intersection with a bisector bearing N 89°45'58" W through the Point of Beginning and shall end at the south line of said plat of Ranches at Mossy Hammock.

DEED REVISED AND REPLACED



EXHIBIT "B"



 Project Boundary (420.91 ac.±)



*No Significant Natural Areas were identified within the project boundary.

DATA SOURCES:
Terracon - Significant Natural Area identification; FDOT -
Tiled Aerials (2025) & Esri - Streets Map

Project No.:	HF267041
Date:	Mar 2026
Drawn By:	JMA
Reviewed By:	FP



3559 Timberlane School Rd Tallahassee, FL 32312
PH. (850) 692-7185 terracon.com

Significant Natural Areas	Exhibit
Mossy Island Ranch Florida Department of Agriculture and Consumer Services Myakka City, Manatee County, Florida	1

EXHIBIT C



**WILTON SIMPSON
COMMISSIONER**

Florida Department of Agriculture and Consumer Services

RURAL AND FAMILY LANDS PROTECTION PROGRAM EASEMENT MONITORING FORM

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

CONSERVATION EASEMENT PROJECT: _____ ACRES: _____

FDACS CONTRACT #: _____ COUNTY: _____

LANDOWNER(S)/REPRESENTATIVE(S): _____

MONITOR: _____ MONITORING DATE: _____

MONITORING ASSISTANCE (IF ANY) /NAME: _____ AGENCY: _____

MONITORING ASSISTANCE (IF ANY) /NAME: _____ AGENCY: _____

PURPOSE OF MONITORING SITE INSPECTION:

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

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

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

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

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

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

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

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

LANDOWNER REMARKS

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

MONITOR REMARKS

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

REPORT REVIEW AND ACCEPTANCE

Purpose of Monitoring Report Review:

To assure the site inspection complies with all monitoring requirements.

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

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

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

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

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

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

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

	PRINT NAME	SIGNATURE	DATE
PREPARER			
RFLPP DIRECTOR			

SITE MONITORING ACKNOWLEDGEMENT

EASEMENT PROJECT: _____ ACRES: _____

FDACS CONTRACT #: _____ COUNTY: _____

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

Landowner/Representative

Name (print)

Signature

Monitor

Name (print)

Signature

DEED REVISED AND REPLACED

RESOLUTION B-26-112
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2026

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2025-2026 budget is hereby amended in accordance with FS 129.06 as described in the description and specified in the budget adjustment batch file listed below:

District(s): 1
Department: NATURAL RESOURCES
Department: PROPERTY MANAGEMENT
Fund: ENVIRONMENTAL LANDS CAPITAL PROJECT
Fund: ENVIRONMENTAL LANDS
Description: Transfers \$500,000 from reserves in the Environmental Lands operating fund to the Environmental Lands Capital Project fund for the Mossy Island Ranch Rural Lands Protection Easement project for land acquisition costs. The Memorandum of Agreement between the Florida Department of Agriculture and Consumers Services, Rural and Family Lands Protection Program and Manatee County was fully executed by the Board of County Commissioners on January 27, 2026.

This budget amendment is being presented to the Board of County Commissioners along with execution of the Deed of Rural Lands Protection Easement.

This budget amendment adjusts the FY26-30 CIP.

Batch ID: MC081826A

Reference: BU26000612

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS _____ DAY OF _____, 2026.

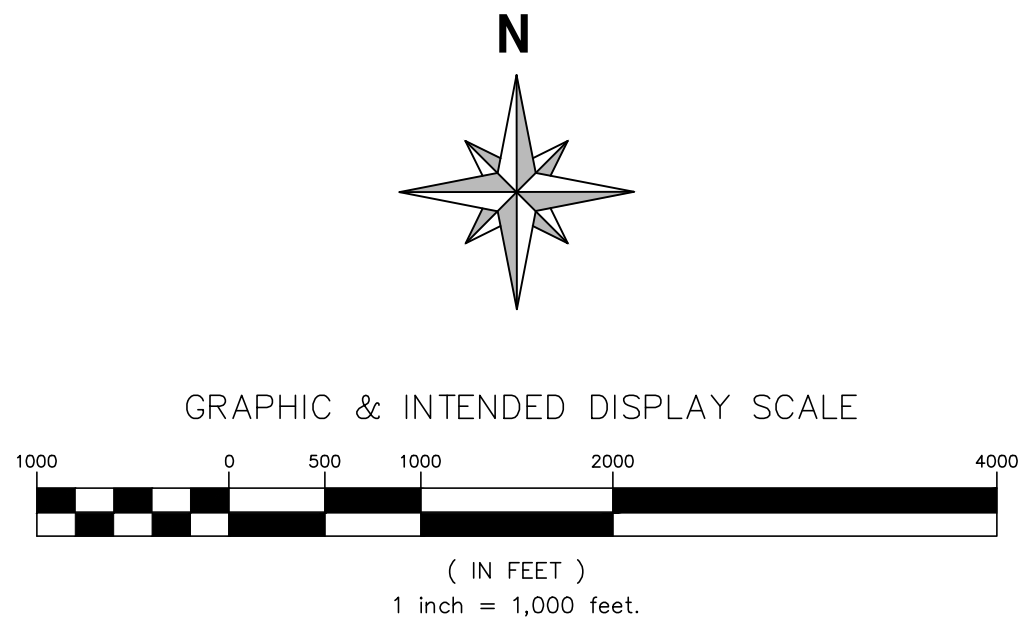
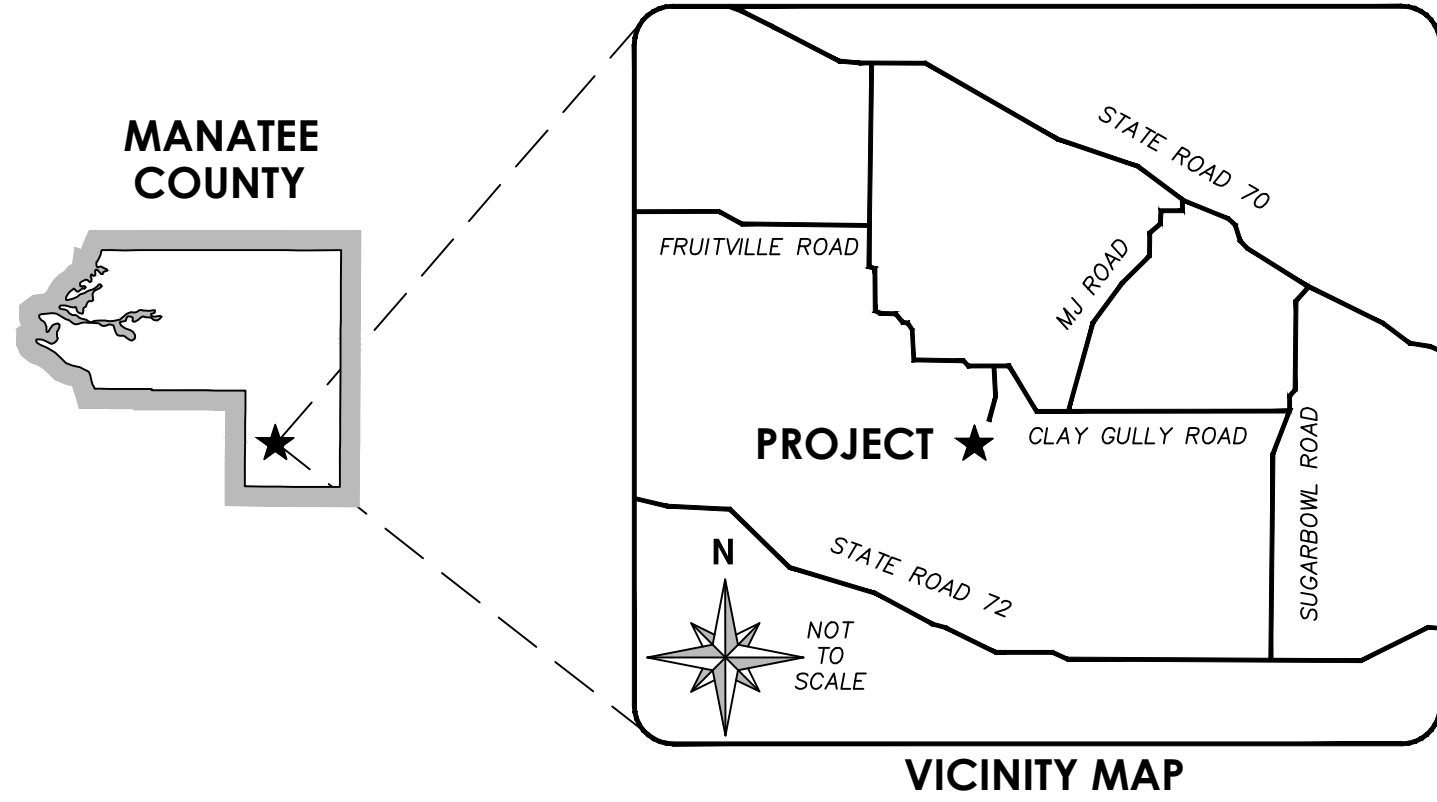
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST: Angelina Colonnese
Clerk of Circuit Court

By: _____
Deputy Clerk

BOUNDARY SURVEY
MOSSY ISLAND RANCH PROPERTY
LOCATED IN SECTIONS 8 & 17, TOWNSHIP 37 SOUTH,
RANGE 21 EAST, MANATEE COUNTY, FLORIDA



LEGAL DESCRIPTION:

A parcel of land lying in Section 8 and 17, Township 37 South, Range 21 East, Manatee County, Florida described as follows:

Commence at the West quarter corner of Section 5, Township 37 South, Range 21 East; Thence N 01°27'15" E along West line of said Section 5, 515.26 feet to center line of Clay Gully Road; thence N 89°32'00" E along center line of said road, 442.06 feet; thence S 48°11'45" E along center line of said road, 768.83 feet; thence N 89°04'15" E along center line of said road, 1597.40 feet; thence N 89°02'20" E along said road, 2225.34 feet to NE corner of Ranches At Mossy Hammock, a Subdivision recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 00°13'15" E along East line of said Subdivision, 6856.23 feet to a point in Section 8; thence S 89°26'40" W, 990.74 feet to Point of Beginning; thence S 00°13'25" E, 3801.55 feet to a point on the South line of the North 1/2 of Section 17; thence S 89°21'20" W along South line of said North 1/2, 3862.37 feet to SW corner of said North 1/2; thence N 00°20'45" W along West line of said Section 17, 2637.08 feet to NW corner of said Section 17; thence N 00°09'52" W along West line of said Section 8, 2722.80 feet; thence N 89°50'08" E, 1737.05 feet to a point on the West line of said Subdivision; thence S 07°31'39" W along said West line of said Subdivision, 137.47 feet to P.R.M.; thence S 61°01'10" E along South line of said Subdivision, 283.71 feet to P.R.M.; thence S 63°40'54" E along South line of said Subdivision 893.53 feet to P.R.M.; thence S 59°28'30" E along South line of said Subdivision 437.08 feet to P.R.M.; thence S 49°09'13" E, 960.09 feet to Point of Beginning.

LESS AND EXCEPT

Begin at the southeast corner of Lot 49 of the plat of Ranches at Mossy Hammock as recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 10°52'56" W a distance of 300.57 feet; thence N 76°06'22" W a distance of 505.00 feet; thence N 04°40'29" E a distance of 212.99 feet; thence N 13°21'44" E a distance of 250.93 feet to the south line of said plat of Ranches at Mossy Hammock; thence S 62°35'24" E along the south line of said plat a distance of 111.72 feet to a P.R.M.; thence S 58°10'55" E along the south line of said plat a distance of 438.31 feet to the Point of Beginning.

LESS AND EXCEPT

Commence at the southeast corner of Lot 49 of the plat of Ranches at Mossy Hammock as recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 10°52'56" W a distance of 300.57 feet; thence S 32°36'55" E a distance of 452.36 feet to the Point of Beginning; thence S 01°26'20" E a distance of 646.74 feet; thence S 49°31'52" E a distance of 648.76 feet to the west boundary of parcel 4 as described in the deed recorded in instrument #201941084337 of the public records of Hardee County, Florida; thence S 00°54'22" W along said west boundary a distance of 38.91 feet; thence N 49°31'52" W a distance of 668.83 feet; thence S 82°50'53" W a distance of 557.29 feet; thence N 27°01'56" W a distance of 121.71 feet; thence N 49°19'23" W a distance of 224.30 feet; thence N 00°55'31" E a distance of 490.39 feet; thence S 89°45'58" E a distance of 770.11 feet to the Point of Beginning.

SUBJECT TO

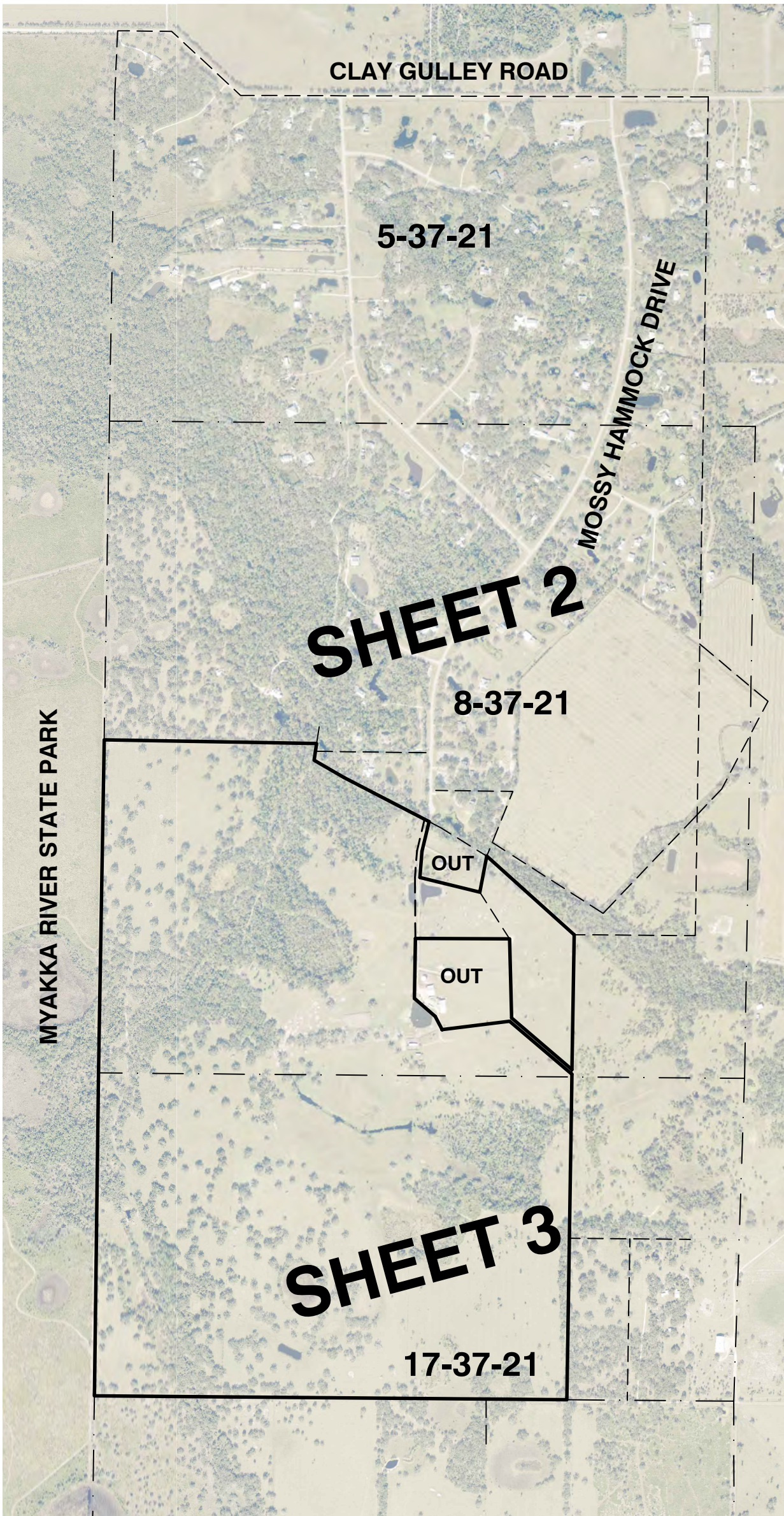
A 40.00 foot wide Ingress-Egress Easement lying 20.00 feet on each side of the following described centerline:

Commence at the southeast corner of Lot 49 of the plat of Ranches at Mossy Hammock as recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 10°52'56" W a distance of 300.57 feet; thence S 32°36'55" E a distance of 452.36 feet; thence N 89°45'58" W a distance of 750.11 feet to the Point of Beginning; thence N 00°27'07" W a distance of 499.98 feet; thence N 04°40'29" E a distance of 215.41 feet; thence N 13°21'44" E a distance of 257.45 feet to the Point of Terminus at the south line of the plat of Ranches at Mossy Hammock, said point lying on the south end of the right of way of Mossy Hammock Drive as shown on said Ranches at Mossy Hammock.

The side lines of said easement shall begin at the intersection with a bisector bearing N 89°45'58" W through the Point of Beginning and shall end at the south line of said plat of Ranches at Mossy Hammock.

KEY MAP LEGEND:

#-#-# SECTION-TOWNSHIP(S)-RANGE(E)
R/W RIGHT OF WAY



KEY MAP

PROPERTY AS SURVEYED CONTAINS 420.52 ACRES

SURVEYOR'S NOTES:

1.) North, the bearings and the coordinates shown hereon are referenced to the West Zone of the Florida State Plane Coordinate System (NAD 83, 2011 adjustment). The bearing of N 89°30'58" W along the south line of the North 1/2 of Section 17 as shown hereon is held as reference.

The distances shown hereon have been scaled to ground distances. These distances can be multiplied by an average scale factor of 0.999949796 to compute grid distances on the State Plane Grid if needed.

2.) The Old Republic National Title Insurance Company Title Commitment Number 1716163, having a Commitment Date of January 26, 2026 at 11:00 PM, has been reviewed and all encumbrances, except liens, identified in Schedule B, Section 2 of said commitment have been shown or noted on the survey as follows:

No specific documents of record were listed.

3.) A legal description was provided in the Title Commitment document referenced in Note 2. The description in the title document is used as the first paragraph of the legal description shown hereon. The Less and Except language was added by 30 South LLC in order to exclude parcels as directed by the client. The 40 foot Ingress-Egress Easement was also prepared and added per client direction. These portions of the legal description prepared by 30 South LLC are based on survey-established boundaries. The land within the legal description shown hereon is fully contained within the land described in the Title Commitment legal description.

4.) When deed and/or plat courses differ from survey-determined boundaries, the deed and plat courses are shown in parentheses ().

5.) FEMA Flood Zone boundaries were not delineated as a part of this survey.

6.) Underground utilities were not uncovered as a part of this survey. Indicators of underground utilities (valves, risers, vaults, paint, markers), if any, have been located as shown. No investigation was made as to how these located features are connected below the surface.

7.) Underground foundations, encroachments and/or improvements, if any, were not located as a part of this survey. All features shown on this map were located from visible evidence.

8.) The adjoining landowner information shown hereon is taken from the Hardee County Property Appraiser's records.

9.) The aerial imagery shown hereon is taken from the Florida Department of Transportation APLUS website and is based on photography taken in 2023. The image is shown for general reference only and may not reflect current site conditions.

10.) The surveyed property is a combination of agricultural land and wooded areas. There are interior fences, structures, trail roads, and drainage features within the property that were not located as a part of this survey. Fences and utilities within and adjacent to the property were located as shown and labeled. The wooded areas were not thoroughly searched for other improvements.

11.) The property as described and surveyed has no gaps, gores, or overlaps within the interior individual parcels nor with any adjacent right of ways or common boundaries with adjoiners.

12.) Access to the surveyed property is via the public platted right of way of Mossy Hammock Drive.

CERTIFICATION:

This survey is certified to:

Board of Trustees of the Internal Improvement Trust Fund
of the State of Florida

Florida Department of Agriculture & Consumer Services –
Rural & Family Lands Protection Program

Manatee County, a political subdivision of the State of Florida

Tallahassee Title Group, Inc.

Old Republic National Title Insurance Company

Daniel Robert Manning & Lori Manning



ERIC M. PRESNELL, P.S.M.
FLORIDA REGISTRATION No. 5568
30 SOUTH, LLC.
FLORIDA REGISTRATION No. LB 8474

8/04/26

SURVEY FIELD DATE

NOT VALID WITHOUT
THE SIGNATURE AND
THE ORIGINAL RAISED
SEAL OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.



30 SOUTH, LLC.
425 SOUTH FIRST AVENUE
BARTON, FLORIDA 33003
PHONE: (863)-800-3339
LICENSED BUSINESS No. LB 8474

FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
RURAL & FAMILY LANDS PROTECTION PROGRAM
315 SOUTH CAROLINA STREET, SUITE 500
TALLAHASSEE, FL 32301



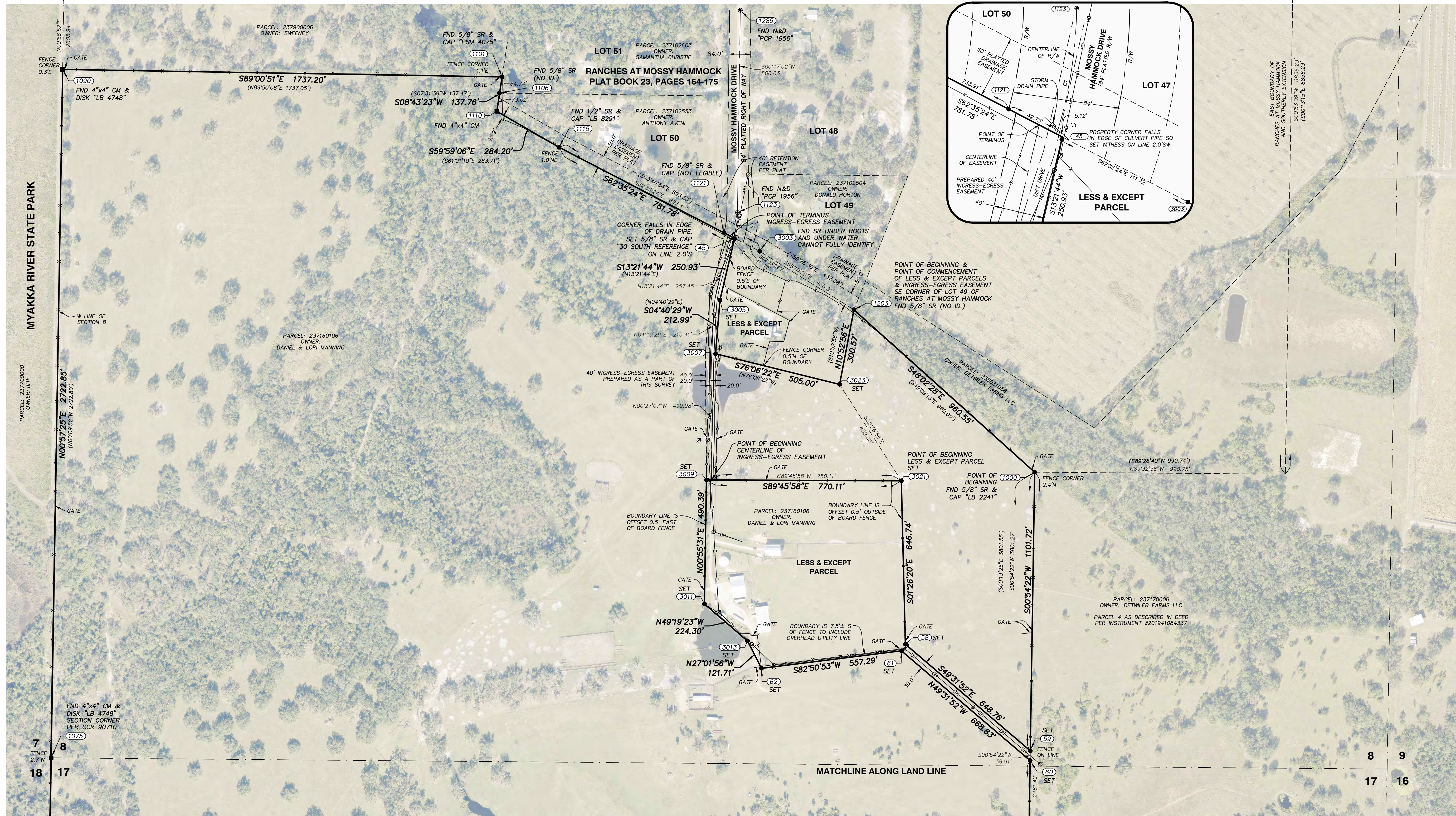
DATE	REVISION	DATE	REVISION

DATE	REVISION	DATE	REVISION

COUNTY: MANATEE	DWG. DATE: 8/28/26	IMAGERY DATE: 2024	DRAWN BY: EMP	CHECKED BY: EMP
SEC 8 & 17, TOWNSHIP 37 SOUTH, RANGE 21 EAST				
OFF. NO.:				
DWG. NAME: 577-Mossy Island				

PROJECT TITLE: BOUNDARY SURVEY RURAL AND FAMILY LANDS PROTECTION PROGRAM MOSSY ISLAND RANCH	SHEET NO. 1 OF 3 LD 996
---	-------------------------------------

PLOTTED Friday, August 28, 2026



SEE SHEET 3

SEE SHEET 3

COORDINATE TABLE:

POINT#	LATITUDE	LONGITUDE	NORTHING	EASTING
34	27°16'53.58498"	82°14'10.31572"	1071591.75	579448.05
45	27°16'21.21505"	82°13'41.28935"	1068318.22	582060.96
58	27°16'05.33107"	82°13'33.77754"	1066713.05	582735.86
59	27°16'01.17018"	82°13'28.29989"	1066292.00	583229.38
60	27°16'00.78494"	82°13'28.30588"	1066253.10	583228.77
61	27°16'05.07449"	82°13'33.95301"	1066687.17	582719.98
62	27°16'04.37748"	82°13'40.07926"	1066617.79	582167.05
1000	27°16'12.07903"	82°13'28.12864"	1067393.53	583246.81
1075	27°16'00.82186"	82°14'11.18572"	1066263.96	579359.48
1090	27°16'27.78224"	82°14'10.73894"	1068986.30	579404.94

POINT#	LATITUDE	LONGITUDE	NORTHING	EASTING
1101	27°16'27.51838"	82°13'51.48910"	1068956.41	581141.80
1106	27°16'26.88489"	82°13'51.59928"	1068892.46	581131.74
1110	27°16'26.16960"	82°13'51.71783"	1068820.25	581120.91
1115	27°16'24.76627"	82°13'48.98780"	1068678.09	581366.98
1121	27°16'21.43245"	82°13'41.76080"	1068340.25	582018.46
1123	27°16'22.22309"	82°13'41.16617"	1068419.99	582072.26
1203	27°16'18.42583"	82°13'36.05712"	1068035.71	582536.56
1285	27°16'30.14495"	82°13'41.06110"	1069219.91	580083.20
1289	27°17'19.49142"	82°13'16.11547"	1074198.80	584342.84
3000	27°17'20.07676"	82°14'09.88150"	1074266.78	579492.28

POINT#	LATITUDE	LONGITUDE	NORTHING	EASTING
3003	27°16'20.70753"	82°13'40.18925"	1068266.79	582160.13
3005	27°16'18.79636"	82°13'41.92709"	1068074.09	582002.97
3007	27°16'16.69392"	82°13'42.11518"	1067861.82	581985.61
3009	27°16'11.75045"	82°13'42.50471"	1067362.70	581949.55
3011	27°16'06.89473"	82°13'42.58244"	1066872.39	581941.64
3013	27°16'05.45007"	82°13'40.69452"	1066726.20	582111.73
3021	27°16'11.73312"	82°13'33.97047"	1067359.55	582119.62
3023	27°16'15.50191"	82°13'36.68011"	1067740.56	582475.81

Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing
C1	101.03	350.00	016°32'20"	N9°03'12"E

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

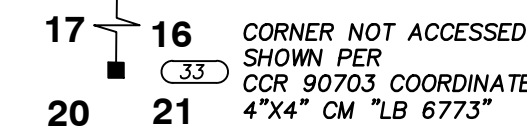


30 SOUTH, LLC
425 SOUTH FIRST AVENUE
BARTON, FLORIDA 32835
PHONE: (863)-800-3339
LICENSED BUSINESS NO. LB 8474

FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
RURAL & FAMILY LANDS PROTECTION PROGRAM
OFFICE OF RURAL & FAMILY LANDS PROTECTION
315 SOUTH CAROLINA STREET, SUITE 500
TALLAHASSEE, FL 32301

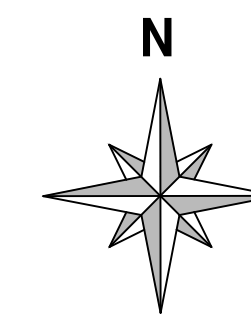
SHEET NO.	PROJECT TITLE:	COUNTY:	DWG. DATE:	DATE	REVISION	DATE	REVISION
2 OF 3	BOUNDARY SURVEY RURAL AND FAMILY LANDS PROTECTION PROGRAM MOSSY ISLAND RANCH	MANATEE	8/28/26				
LD 996		SEC 8 & 17, TOWNSHIP 37 SOUTH, RANGE 21 EAST	IMAGERY DATE: 2024				
		OFF. NO.:	DRAWN BY: EMP				
		DWG. NAME: 577-Mossy Island	CHECKED BY: EMP				

SEE SHEET 2



POINT#	LATITUDE	LONGITUDE	NORTHING	EASTING
33	27° 15' 08.22719"	82° 13' 13.45710"	1060943.53	584559.31
57	27° 15' 08.56681"	82° 14' 11.85928"	1060987.45	579288.81
1018	27° 15' 07.50898"	82° 13' 58.14255"	1064912.55	583207.56
1019	27° 15' 07.54401"	82° 13' 58.19255"	1064912.55	583207.56
1038	27° 15' 34.40756"	82° 13' 23.25044"	1063588.74	583681.59
1040	27° 15' 34.35024"	82° 13' 13.59836"	1063581.41	584591.21
1041	27° 15' 36.83578"	82° 13' 13.59836"	1063581.41	584591.21
1066	27° 15' 34.62963"	82° 14' 11.51519"	1063625.53	579324.76
1075	27° 16' 00.82186"	82° 14' 11.78572"	1062623.96	579359.48

FND	FOUND
SR	STEEL ROD
CM	CONCRETE MONUMENT
N&D	NAIL & DISK
IP	IRON PIPE
ID.	IDENTIFYING #
R/W	RIGHT OF WAY
O.R.B.	OFFICIAL RECORDS BOOK
CCR	CERTIFIED CORNER RECORD
C	GUY ANCHOR
Ø	UTILITY POLE
—	SIGN
—	OVERHEAD UTILITY LINE(S)
—X—	BARBED WIRE FENCE (UNLESS LABELED OTHERWISE)
SET ●	SET 5/8" SR & CAP "CORNER LB 8474"



(IN FEET)
1 inch = 200 feet

30 SOUTH
SURVEYING

30 SOUTH, LLC.
425 SOUTH FIRST AVENUE
BARTOW, FLORIDA 33830
PHONE: (863)-800-3539
LICENSED BUSINESS No. LB 8474

SHEET NO. 3 OF 3 LD 996	PROJECT TITLE: BOUNDARY SURVEY RURAL AND FAMILY LANDS PROTECTION PROGRAM MOSSY ISLAND RANCH	COUNTY: MANATEE	DWG. DATE: 8/28/26	REVISION	DATE
		SEC 8 & 17, TOWNSHIP 37 SOUTH, RANGE 21 EAST	IMAGERY DATE: 2024		
		OFF. NO.:	DRAWN BY: EIMP		
		DWG. NAME: 577-Mossy Island	CHECKED BY: EIMP		
		 FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES RURAL & FAMILY LANDS PROTECTION PROGRAM LEON COUNTY ANNEX BUILDING 315 SOUTH CAROLINA STREET, SUITE 500 TALLAHASSEE, FL 32301			

Baseline Documentation Report

Mossy Island Ranch

August 14, 2026 | Project Number: 1000026813 | Task Assignment No. 073

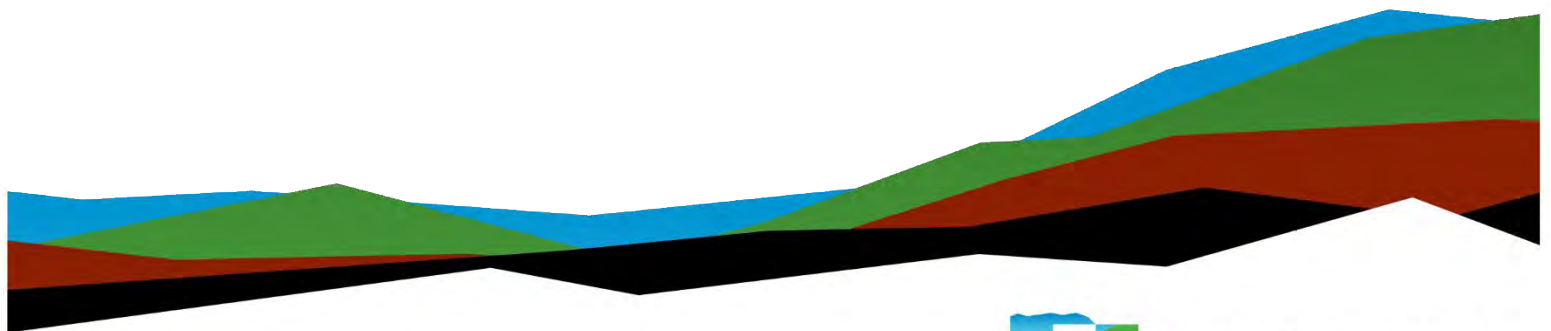
Site Location:

14715 Mossy Hammock Lane
Myakka City, Manatee County, Florida
Section 8, Township 37S, and Range 21E

Prepared for:

Florida Department of Agriculture and Consumer
Services / Rural and Family Lands Protection
Program

315 South Calhoun Street
Tallahassee, FL 32399



Prepared by:

Terracon Consultants, Inc.
Tallahassee, Florida



Nationwide
Terracon.com

- Facilities
- Environmental
- Geotechnical
- Materials

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CERTIFICATION

Terracon certifies this Baseline Documentation Report to the Florida Department of Agriculture and Consumer Services (FDACS), Rural and Family Lands Protection Program, and Mossy Island Ranch.

Terracon certifies the following:

- a. The site visit was completed on July 21, 2026, and the original report was completed on August 14, 2026;
- b. The Baseline Documentation Report (BDR) meets the requirements of FDACS;
- c. The Board of Trustees is entitled to rely on the information set forth in the BDR.

To the best of our professional knowledge and belief, Terracon meets the definition of Environmental Professional as defined in 312.10 of 40 CFR Part 312. Terracon has the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Subject Property. Terracon has developed and performed all-appropriate inquiries in conformance with standards and practices set forth in 40 CFR Part 312 and the requirements of FDACS and Florida Department of Environmental Protection.

Frank Powell

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1.0 Introduction

The Florida Department of Agriculture and Consumer Services (FDACS) – Rural and Family Lands Protection Program, tasked Terracon Consultants, Inc. (Terracon) with the performance of a Baseline Documentation Report (BDR) for the Mossy Island Ranch project (Subject Property) in Manatee County, Florida. The BDR is intended to provide a record of the Property's condition at the time of its sale or donation of the conservation easement for the benefit of both parties. This BDR was generated based on the requirements specified in the *Scope of Services – Combination Environmental Site Assessment/Baseline Documentation Reports* document. Those requirements include at a minimum:

1. A description of the Property, including a general location map, specific location, size, legal description and owner information. (ESA, BDR)
2. A map delineating the natural community and altered landcover types present on the site with the estimated acreage of each community/landcover type included. Natural communities/altered landcovers will be identified on the map using the classifications presented in the Florida Natural Areas Inventory (FNAI) Guide to the Natural Communities of Florida (2010) or both Florida Land Use, Cover, & Forms Classification System (FLUCFCS) and the FNAI Guide to the Natural Communities of Florida (2010). Descriptions of natural community types in the report will include an assessment of quality (structure and composition, hydrological function, etc.) and the identification of dominant species by stratum (overstory, mid-story and understory/groundcover). Unique features, such as artesian wells, caves, rookeries, listed species' den or nest sites, etc. should be identified on the map. Non-native invasive plant species (per the Florida Exotic Pest Plant Council's [FLEPPC] 2019 List of Invasive Plant Species, Category I or II) occurrence and extent will also be identified on the map by species and accompanied by a qualitative description of infestations included in the report text. Any areas specifically referenced in the BDR or accompanying Environmental Site Assessment (ESA) report should also be identified on the map.
3. A map and/or aerial photograph marked with the locations of any man-made improvements such as residences, agricultural buildings/structures, storage tanks, signs, dikes/dams, canals/ditches, roads, bridges, etc., and the locations of any historical or archaeological sites known or suspected. (BDR)
4. All shapefiles and/or GPX files created for maps produced and submitted as an Appendix on a compact disc. (ESA, BDR)
5. Color photographs of all man-made improvements such as residences, agricultural buildings/structures, storage tanks, signs, dikes/dams, canals/ditches, roads, bridges, etc. (ESA, BDR)
6. Indexed photographs representative of each natural community and altered landcover type, and, if practicable, any listed species identified on site. Include photographs and descriptions of all agricultural uses and intensity of use, such as grazing intensity or crop type. (BDR)

7. A table summarizing the FNAI-listed wildlife and plant species (common and scientific name) found during the assessment, along with their designated state and federal status. (BDR)
8. A discussion of the type and location of listed plant and animal species found, including a discussion of the probability of on-site occurrences not observed. (BDR)
9. Recommendations, if any, regarding appropriate management practices suggested to be employed on the Property consistent with the purposes and conditions of the easement. These recommendations should be included as an Appendix and clearly marked as non-binding unless specifically required by the terms of the easement.
10. Any requests for deviation from the above requirements must be approved in advance, in writing, by FDACS. (ESA, BDR)

This BDR was performed in July 2026 to meet time deadlines for the consideration of the easement. Some species (plant or animal) may have been dormant, atypical, absent or otherwise seasonally influenced due to the time of the site visit. The environmental descriptions and assessments described in this document were based on observations and technical information available on the date of the on-site evaluation. This report is for general documentation purposes only. This report does not represent a survey or a surveyor's report and is not intended to meet the Minimum Technical Standards for Surveys.

2.0 Subject Property Location and Owner

2.1 Project Significance

Mossy Island Ranch is a cow/calf operation with recreational hunting located in Manatee County. The intent of the conservation easement agreement is to assure that the Subject Property will be retained in its natural condition. Furthermore, the Easement will continue to provide a relatively natural habitat for a variety of ecosystems, permeable surface for groundwater recharge and watershed protection, as well as preservation of the Subject Property as productive agricultural land that sustains both the economic and environmental conservation values of the Subject Property and the State of Florida.

2.2 Subject Property Location

The Subject Property is comprised of one (1) land parcel, identified by the Manatee County Property Appraiser as Parcel ID 237160106, totaling approximately 421-acres located at 14715 Mossy Hammock Ln, Manatee County, Florida. The Subject Property is owned by Daniel and Lori Manning. The property consists of pastureland, exterior and interior fencing, access roads, drainage ditch, gates, cattle feeders, cattle ponds, a cattle pen, low water crossings, a storage area, and a horse arena.

The cut-out area on the Subject Property consists of two residential structures and maintenance barns.

2.3 Subject Property Owner Information

Based on a review of information obtained from the Manatee County Property Appraiser records, the current site owner of the parcel is Daniel and Lori Manning (2003-present). In addition, previous owners identified include Robert McDaniel (1931-1991), and William and Daniel Manning (1991-2003).

3.0 Methodology

3.1 Desktop Assessment

Terracon initially reviews readily available published resources to preliminarily identify natural resource features on the project site or in the immediate vicinity. The USGS Topographic Survey map for the site, area physiography and aquifer classification via the *Water Resources of Manatee County, Florida (1983)* report, Natural Resource Conservation Service (NRCS) Soil Survey for Manatee County, National Wetland Inventory (NWI), and historical aerial imagery and topographic maps are also reviewed.

3.2 Site Reconnaissance

A site reconnaissance is then conducted onsite to observe and confirm habitat types, identify indications of potential wildlife utilization, record observations of listed and invasive plants species, and document improvements made to the site. The site is either traversed on foot or by utilizing an off-road vehicle. During the site assessment, wetland and upland habitats onsite are identified and confirmed. The boundaries, interior, and various habitats identified on the Subject Property are examined for wildlife utilization, particularly by rare and protected species. Site observations are collected utilizing a digital tablet embedded with ESRI ARCGIS Field Maps software connected to an external Garmin GPS antenna. Photographs of the observations are collected utilizing a digital device embedded with Solocator Pro software. GPS coordinates, date/time stamp, and direction of the photographs are recorded on each photo utilizing these platforms. A photographic index map is provided in Appendix A, and a photographic index log is provided in Appendix D.

3.3 Land Use & Habitat Assessment

Natural communities and altered landcovers onsite are demarcated and classified using both the Florida Cooperative Land Cover (CLC) designations and the FNAI *Guide to the Natural Communities in Florida (2010)*.¹ The CLC is a partnership between the Florida Fish and Wildlife Conservation Commission (FWC) and Florida Natural Areas Inventory (FNAI) to develop ecologically-based statewide land cover from existing sources and expert review of aerial photography, and FNAI has an established classification for each of Florida's eighty-one unique ecological communities. Both are useful in facilitating effective land management decisions. The primary land use and natural communities on the Property are described further in Section 6.0 and outlined in Appendix A, Exhibit 2 of this report.

¹Florida Department of Transportation, Survey and Mapping Office Geographic Mapping Section. January 1999, Third Ed. Florida Land Use, Cover and Forms Classification System. Tallahassee, FL.

During the site assessment, all man-made improvement (such as fencing, buildings, etc.) onsite are identified and documented. These existing improvements are further described in Section 6.3 of the report and outlined in Appendix A, Exhibit 6. Photographic documentation of the improvements is included in Appendix D.

In a prior inspection, outstanding or sensitive areas that the owners were desirous of protecting were identified. These areas are designated Significant Natural Areas (SNA) and are selected based on 1) high-quality terrestrial or aquatic habitats, which possess significant biodiversity, high-quality resources, intact community organization, or other ecologically significant qualities; 2) habitats for rare species of plants or animals; or 3) significant geological features or historic sites. The SNAs specific to the site are described further in Section 6.4 and outlined in Appendix E.

An interview is conducted with the landowners and representatives. The interview questions seek to obtain information primarily about historic land use, the presence and types of improvements, wildlife occurrences, observations of listed species and/or invasive species, and current land management practices utilized at the Subject Property. Details of any interviews conducted are further outlined in Section 6.5.

3.4 Flora & Fauna Assessment

The site is preliminarily investigated for the presence of state and federally protected animal and plant species and their habitat.² Literature and agency file searches are conducted to identify the potential occurrence of state and federally protected animal species on the site. A review of Geographical Information System databases³ containing listed species observations and a map review is performed prior to the field assessment. The United States Fish and Wildlife Service (USFWS) Information, Planning, and Conservation (IPAC) and FNAI search engines are also utilized to determine potential occurrences.

USFWS-IPAC identifies potential occurrences and habitat for federally listed threatened and endangered species, proposed listed and candidate species, and designated critical habitat. The FNAI search engine identifies potential occurrences of both federally and state listed species. The results of the USFWS-IPAC and FNAI search results are provided in Appendix F of this report. The search results are supplemented by data from the Florida Fish and Wildlife Conservation Commission (FWC). Additional FWC databases researched for this assessment include Map Direct, the Wading Bird Rookeries-1999 database, Florida's Water Bird Colony Locator map, Eagle Nest Locator map, the Florida Breeding Bird Atlas, and GIS data layers of species occurrences. These results are further outlined in Section 7.0 and the database search results are included in Appendix F.

²Species-specific survey methods were not used as this is a preliminary site inspection.

³The data was obtained from the Florida Fish and Wildlife Conservation Commission and the Florida Natural Areas Inventory.

4.0 Desktop Assessment

4.1 Topography and Hydrology

A review of the United States Geological Survey (USGS) topographical maps for this parcel (Myakka City, FL, Old Myakka, FL, Lower Myakka, FL Murdock NW, FL Quadrangles, 2024), and elevation data from Google Earth indicate the parcel is situated between 21 and 72 feet above mean sea level (amsl). Surface water drainage is anticipated to be consistent with the topographic gradient of the site, which generally flows south-southwest towards Mossy Island Slough. According to the USGS Topographic Map Key, the site appears to be combination of pastureland, flatwood uplands, and forested areas with wetlands. The topographic maps are included as Exhibit 1, Appendix A.

4.2 Area Physiography

According to *Water Resources of Manatee County, Florida (1983)*, Manatee County lies within the Gulf Coastal Lowlands, the Desoto Plain, and the Polk Upland physiographic units. Topography in these areas is controlled by Pleistocene aged marine terraces when the mean sea level was above modern-day levels. Altitudes in the region range from sea level around the coast to 170 feet above sea level in northeast Manatee County. Underlying sediments primarily consist of sand, muck, alluvium, and limestone.

Manatee, Little Manatee, and Myakka Rivers and their tributaries are significant physiographic features and the main drainage basins in Manatee County. The Manatee River, present primarily in the Gulf Coastal Lowlands, is 53 miles long and about 130 feet above mean sea level at its channel, flowing westward towards the Gulf of Mexico. It and Braden River, its principal tributary, drain about 345 square miles in Manatee County, as well as minor drainage in Desoto and southwest Hillsborough Counties.

Historically, major land uses in Manatee County have consisted of rangeland, urban land, agricultural including cropland and pasture, and to a lesser extent, orchards and groves. Residential development made up half of the urban and built-up land use as of 1975. Between 1975 and 2000, the greatest projected change in acreage was strip mines, quarries, and pits associated with phosphate mining activities.

4.3 Soil Survey

A custom soil report was obtained from the Natural Resources Conservation Service (NRCS, 2026). Five (5) soil map units were identified on the Subject Property. The soil types and estimated acreage for each soil type identified at the Subject Property are listed in the table below. A full description of the soils identified at the Subject Property and a map showing the soil types underlying the Subject Property are included in Appendix D. A NRCS Soil Survey Map for the site is also included in Appendix A, Exhibit 5.

Map Unit Symbol	Manatee County, Florida	Estimated Acreage
	Map Unit Name	
7	Canova, Anclote, and Okeelanta soils	2.5
20	EauGallie-EauGallie wet, fine sand, 0 to 2 percent slopes	283.7
23	Felda-Palmetto complex	3.1
26	Floridana-Immokalee-Okeelanta association	111.8
38	Pamletto sand	19.7

Note: Estimated acreages are approximate and based on shapefiles provided by FDACS; they do not represent surveyed values.

Additionally, Terracon reviewed the *Gopher Tortoise Burrowing Suitability* layer on the NRCS Web Soil Survey. According to this resource, EauGallie-EauGallie wet, fine sand, 0 to 2 percent slopes (20) is rated “less suited” for burrowing fauna burrowing fauna such as the gopher tortoise (*Gopherus polyphemus*) and/or the Florida burrowing owl (*Athene cunicularia*). The remaining soils are rated as “unsuitable” for burrowing fauna or are “not rated.” The Gopher Tortoise Suitability Map for the site is included as part of Appendix D.

4.4 National Wetlands Inventory

The NWI map of the site was reviewed to identify potential wetlands and surface waters. The map for the site was published by USFWS and depicts probable wetland areas and surface waters based on stereoscopic analysis of high-altitude aerial photographs, topographic maps, and soil survey information. The NWI map for the site depicts freshwater forested/shrub wetlands mapped across the Subject Property, as well as eleven (11) freshwater emergent wetland pockets primarily mapped within the southern, centra, and northwestern portions of the Subject Property. The NWI map for the site is included in Appendix A, Exhibit 3.

4.5 Aquifer Classification

There are three principal aquifers present in Manatee County: the surficial aquifer, the minor artesian aquifer, and the Floridan aquifer. The surficial aquifer system within the county is confined by layers of hardpan, clay, or limestone, which limits vertical movement. This system consists of sand, gravel, shell, and limestone deposits and ranges in thickness from about 10 to 90 feet in the eastern portion and 1 to 20 feet in the western portion of the county. Water from the surficial aquifer system is generally of potable quality with the exception of areas in proximity to the coast due to saltwater intrusion; however, it is almost entirely untapped as a water source. The minor artesian aquifer occurs within the upper confining bed and consists of discontinuous permeable beds of sand, gravel, shells, and limestone. The top of the minor artesian system is between 0 and 300 feet below sea level. Groundwater flow occurs westward for both the surficial aquifer and minor artesian aquifer systems. Water supply from this system is largely used for rural domestic and small public supplies. The Floridan aquifer system is the principal source of ground water in Manatee County. It is composed of a sequence of limestone and dolomite that has a maximum thickness of around 1,700 feet in the southern portion of the county.

Water from the Floridan aquifer system is usually more mineralized than the other aquifer systems, as mineral contents increase with depth. The Floridan aquifer system is used extensively for agricultural irrigation.

4.6 Historical Aerial Imagery & Topographic Maps

Readily available historical USGS topographic maps and selected historical aerial photographs (at approximately 10 to 15-year intervals) were reviewed to evaluate land development and obtain information concerning the history of development on and near the site. Terracon reviewed historical aerial photographs from the years 1940, 1951, 1957, 1969, 1978, 1985, 1994, 1999, 2005, 2006, 2007, 2010, 2013, 2015, 2017, 2019, 2021, 2023, and 2025 showing the Subject Property and adjoining properties. Additionally, Terracon reviewed historical topographic maps from the years 1956, 1972, 2012, 2015, 2018, 2021, and 2024. Findings from the reviewed historical topographic maps and aerial photographs are summarized below.

Prior to and including 1940 through 1985, the Subject Property is comprised of grassed land, forested wetlands, and marshes. Mossy Island Slough runs through the western portion of the property and is connected to the wetland system in the central portion of the site. Some trail roads appear around 1969. In 1994, a residence and an agricultural structure were built in the cutout area of the Subject Property. Additionally, two cattle ponds were constructed in the northeastern portion of the property and access roads increased across the site. An additional cattle pond, a structure, and a cattle pen were constructed on the site between 1999 and 2007 in the southern and central portions. The southern portion of the site appears to have been utilized for sod farming in 2007. From 2010 to 2025, the Subject property is comprised of pastureland, forested wetlands, cattle ponds, agricultural structures, and some access roads. Mossy Island Slough is present in the western portion of the property.

Prior to and including 1940, north of the Subject Property is comprised of mostly undeveloped grassed land, depression marshes, and Myakka River State Park, followed by some access roads. Mossy Island Slough and associated forested wetlands are present north of the site. In 1951, a cattle pond was constructed north of the Subject Property and the swatch of land to the northwest was assumably utilized as pastureland. From 1957 to 1969, northeast of the Subject Property was mostly utilized for pastureland but a large swath was converted into agriculture in 1978. From 1985 to 1999, residential development increased significantly north of the site and agriculture remained northeast of the site. From 1999 to 2025, north of the Subject Property is comprised of residential land, agricultural land, pastureland, and Myakka River State Park followed by access roads and cattle ponds.

Prior to and including 1940, east of the Subject Property is comprised of undeveloped grassed, depression marsh features, and an access road. Forested wetlands associated with Mossy Island Slough are also present to the east. By 1957, access roads significantly increased east of the site and an adjacent parcel is now utilized for agriculture. From 1969 to 1985, east of the Subject Property is comprised of pastureland and forested wetlands, followed by access roads. By 1994, multiple agricultural structures and cattle ponds have been constructed east of the site. From 1999 to 2025, east of the Subject Property is comprised of pastureland and forested wetlands, followed by access roads, several structures, and cattle ponds.

Prior to and including 1940 through 1994, south of the Subject Property is comprised of undeveloped mostly grassed land with marsh features and forested wetlands and Myakka River State Park followed by some access roads. Mossy Island Slough is present southwest of the site and is associated with the wetland system southwest of the site. From 1999 to 2025, south of the Subject Property is comprised of pastureland, Mossy Island Slough and associated forested wetlands, and Myakka River State Park, followed by some access roads, marsh features, and cattle ponds.

From 1940 through 2025, west of the Subject Property is comprised entirely of grassed and forested land with marsh features. It was formally dedicated as Myakka River State Park in 1941 and has remained relatively unchanged.

Historical aerial photographs and topographic maps are provided in Appendix C.

5.0 Site Reconnaissance

The site was reviewed by Frank Powell on July 21, 2026. The site was investigated to identify current habitat types onsite, indications of potential wildlife utilization, observations of listed and invasive wildlife and plant species, and man-made improvements on the site. The site was also investigated to determine if habitat for listed threatened or endangered species was present based on FNAI designation. The following section outlines Terracon's observations during the site reconnaissance.

6.0 Land Use & Habitat Assessment

6.1 Primary Land Use

The major land use at the Subject Property consists of a cow/calf operation (pasturelands).

When practiced poorly, inappropriate grazing techniques can degrade ecosystem functions, in turn altering water availability, light energy, and nutrient supplies and causing further ecosystem degradation. Wetlands can be highly sensitive and easily damaged by cattle entering these communities to both graze and drink. However, livestock can potentially complement an ecosystem when they are stocked at the proper rate and on a rotational grazing system. In a rotational grazing system, livestock are rotated from pasture to pasture as the grass is grazed to a certain height. This prevents overgrazing and the livestock do not compete with deer and other animals when the grass is gone. Reducing the height of the grass allows sunlight to reach the ground and encourages the growth of forbs (weeds), which is the preferred food of deer and other animals. This cycle continues as the livestock is rotated through the pastures. At the time of the visit, areas of pastureland and upland forested areas were observed onsite. Palmetto prairies, wet prairies, freshwater marshes, as well as forested wetlands, and ponds were also observed, as well as some man-made improvements.

At the time of the visit, multiple cattle were observed onsite. The primary cover in the improved pasturelands and hay fields is various pasture grasses, with scattered oaks, pines, and palms present throughout. A significant portion of the Subject Property was mixed hardwood coniferous community,

composed of mainly pine, oaks, and saw palmettos. The site was also comprised of pockets of forested wetlands and marshes, with scattered herbaceous wetlands and Mossy Island Slough also present.

6.2 Existing Site Conditions / Natural Communities and Land Covers

Land use types for the Subject Property were identified utilizing the CLC and paired with the comparable FNAI classification. A total of ten (10) land use types/vegetative communities were identified for the site. Below is a table outlining the identified land uses onsite:

CLC Code	CLC Name	FNAI Classification	Acreage*
1330	Dry Prairie	Dry Prairie	1.29
1400	Mixed Hardwood-Coniferous	Upland Hardwood Forest	43.36
2120	Marshes	Freshwater Marshes	25.72
21211	Depression Marsh	Freshwater Marshes	0.99
2233	Mixed Wetland Hardwoods	Baygall	20.86
3220	Artificial Impoundment/Reservoir	Impoundment	0.77
4220	Ditch/Artificial Intermittent Stream	Ruderal	4.05
18212	Residential, Low Density	Ruderal	2.45
183313	Improved Pasture	Improved Pasture	308.28
183314	Unimproved/Woodland Pasture	Unimproved Pasture	13.14

*From CLC Map (Appendix A, Exhibit 2)

Generally, the majority of the site is improved pasture with some natural areas present. The following are brief descriptions of the on-site land use types/vegetative communities identified for the Subject Property:

Altered Land Cover Types

- Artificial Impoundment/Reservoir (Mapped CLC Code – 3220) ±0.77-acres: One artificial cattle pond is present in the northeastern portion of the Subject Property near the cut-out area
- Ditch/Artificial Intermittent Stream (Mapped CLC Code – 4220) ±4.05-acres: A drainage feature is present in the southwestern corner of the Subject Property near Mossy Island Slough.
- Residential, Low Density (Mapped CLC Code – 18212) ±2.45-acres: A single residential building and maintenance barn exist within the northeastern portion of the site.

- Improved Pasture (Mapped CLC Code – 183313) ±308.28-acres: This habitat type is the largest type onsite and is mapped across the Subject Property. This land use type is comprised of improved pasture that is being utilized for livestock grazing and hay production.
- Unimproved / Woodland Pasture (Mapped CLC Code – 183314) ±13.14-acres: This land use type is mapped within a swath in the eastern portion of the site. This land use type is characterized by mainly forested areas that are also being actively used as pastures for livestock grazing. Common vegetation associated with this land use type includes Floralta Hemarthria within the open pasture areas, and live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*) and cabbage palm (*Sabal palmetto*) within the forested areas.

Natural Communities

- Dry Prairie (Mapped CLC Code – 1330) ±1.29-acres: This habitat type is mapped in a small area along the western boundary of the site. Species within this habitat type generally consist of saw palmetto, fetterbush (*Lyonia lucida*), staggerbush (*Lyonia fruticosa*), tar flower (*Bejaria racemosa*), gallberry (*Ilex glabra*), and wiregrass.
- Mixed Hardwood-Coniferous (Mapped CLC Code – 1400) ±43.36-acres: This habitat type is the largest natural type on the Subject Property and is mapped in one large swath in the north-central portion of the site. This habitat type is characterized by mixed forest communities in which neither hardwoods nor conifers achieve a 66% dominance of the crown canopy composition. Common vegetation associated with this habitat type include American beech (*Fagus grandifolia*), southern magnolia (*Magnolia grandiflora*), southern hackberry (*Celtis occidentalis*), swamp chesnut oak (*Q. michauxii*), white oak (*Q. alba*), horse sugar (*Symplocos tinctoria*), flowering dogwood (*Cornus florida*), and mixed hardwoods.
- Marshes (Mapped CLC Code – 2120) ±25.72-acres: Ten pockets of this habitat type are mapped throughout most of the site, primarily within the southern, central, and northwestern portions of the Subject Property. Common vegetation associated with this habitat type consists of multiple wetland species, such as arrowhead (*Sagittaria spp.*), camphorweed (*Pluchea spp.*), Virginia saltmarsh marshmallow (*Kosteletzkyia virginica*), cordgrass (*Spartina bakeri*), arrowroot (*Maranta arundinacea*), maidencane (*Panicum hemitomon*), and cattails (*Typha spp.*).
- Depression Marsh (Mapped CLC Code – 21211) ±0.99-acres: One pocket of this habitat type is mapped along the western boundary of the site, and common species associated with this habitat type include maidencane, sawgrass (*Cladium jamaicense*), pickerelweed (*Pontederia cordata*), St. John's Wort (*Hypericum perforatum*), and cordgrass (*Spartina spp.*).
- Mixed Wetland Hardwoods (Mapped CLC Code – 2233) ±20.86-acres: This habitat type is mapped in seven pockets within the western, southeastern, and north-central portions of the Subject Property, usually adjacent to the marshes habitat type. This habitat type is characterized by a canopy dominated by a large variety of hydric-tolerant hardwood species that appear mixed throughout. Such species may include laurel oak, red maple (*Acer rubrum*), swamp bay, black gum (*Nyssa sylvatica*), sweet gum (*Liquidambar styraciflua*), and water oak (*Quercus nigra*).

6.3 Existing Improvements

Improvements to the Subject Property include exterior and interior fencing, access roads, overhead powerline, drainage ditch, gates, cattle feeders, cattle ponds, a cattle pen, low water crossings, a storage area, and a horse arena, as outlined below:

- Interior And Exterior Fencing
- Access Roads
- Overhead Powerline
- Drainage Ditch (1)
- Gates (24)
- Cattle Feeders (1)
- Cattle Ponds (5)
- Cattle Pen (1)
- Low Water Crossings (1)
- Storage Area (1)
- Horse Arena (1)

In addition, the cut-out area within the Subject Property includes two residential structures and maintenance barns.

A map outlining existing improvements is included in Appendix A, Exhibit 6, and photographic documentation is included in Appendix D.

6.4 Significant Natural Area Selection

In a prior inspection, outstanding or sensitive areas that the owners were desirous of protecting were identified. These areas are designated Significant Natural Areas (SNA) and are selected based on 1) high-quality terrestrial or aquatic habitats, which possess significant biodiversity, high-quality resources, intact community organization, or other ecologically significant qualities; 2) habitats for rare species of plants or animals; or 3) significant geological features or historic sites.

No SNAs were identified on site. An SNA map for the Subject Property is included in Appendix E.

6.5 Landowner/Land Manager Interview

Terracon interviewed Mr. Bobby Manning, the landowner, during the site reconnaissance. Interview questions covered a range of topics, including information regarding land ownership, improvements and practices, occurrences of rare, threatened, or endangered species, areas of rare natural habitats, and any known environmental concerns on the property.

Terracon interviewed Mr. Bobby Manning, the landowner, on July 20th during the site reconnaissance. Mr. Manning purchased the Subject Property since 1999. The Subject Property has historically been and will continue to be maintained the Subject Property for cow/calf operations. The property currently has

around 200 head of cattle including Brangus, Braford, Brahman, Angus, and Charolais breeds. Mr. Manning stated he is unaware of the presence of invasives on the site. Mr. Manning indicated seeing several listed and non-listed wildlife species on the Property, which are further outlined in Section 7.0 of the report. Mr. Walter was unaware of any environmental issues related to the site.

7.0 Flora & Fauna Assessment

A cursory assessment of faunal species was conducted on the site. This assessment methodology included both direct observation and indirect evidence (signs), such as tracks, burrows, tree markings, and birdcalls to indicate the presence of species observed. The assessment focused on species that are listed in the IPaC and FNAI reports for the subject site, as well as any migratory birds that have the potential to occur in Manatee County. All general wildlife observations were recorded as well. It should be noted that this is not intended to be a complete list of fauna present on the Subject Property.

7.1 Listed and Non-Listed Fauna

7.1.1 Listed Wildlife

Species discussed in this section are listed as endangered, threatened, or species of special concern by either the Endangered Species Act (Federal) or by the Florida Fish and Wildlife Conservation Commission (FWC).

Below is an outline of the listed wildlife that Terracon observed while onsite, or that have been observed onsite by the Property owner in the past (indicated by *):

- American Alligator (*Alligator mississippiensis*): This species is listed as federally threatened due to similarity of appearance to the American crocodile. The species inhabits freshwater lakes, slow moving rivers, and brackish waters. Potential habitat for this species is located onsite within the ponds. Furthermore, alligators were observed on the site during the site assessment.
- Crested Caracara (*Caracara plancus*): This species is typically found within dry and wet prairie, improved pasture, semi-improved pasture, and lightly wooded areas where they nest in scattered cabbage palms or other trees. According to USFWS species conservation guidelines for the caracara, there is a strong correlation of caracara home ranges to improved pasture. Large portions of the site contain improved pasture and herbaceous wetlands, and the site is located within the USFWS caracara consultation area. Therefore, the site contains suitable habitat for the crested caracara. Furthermore, caracaras were observed onsite during the site assessment.
- Florida Burrowing Owl* (*Athene cunicularia floridana*): This state-threatened species inhabits high, sparsely vegetated areas with sandy substrate. These areas typically include dry prairie, sandhill, pastures, ruderal areas, roadsides, ballfields, parks, etc. The site contains potentially

suitable habitat for this species within the grazed and maintained pastureland areas onsite. this species has been historically observed on the site.

- Florida Panther* (*Puma concolor coryi*): This species requires large contiguous blocks of land of mostly forested areas and scattered wetland areas but will tolerate improved areas within a mosaic of natural communities. The site contains large expanses of forested areas, pasture, forested and herbaceous wetlands, and upland forested areas, and is surrounded by similar habitat; therefore, suitable habitat for this species was identified onsite. Furthermore, panthers have been historically observed onsite by the Property owner.
- Florida Sandhill Crane (*Grus canadensis pratensis*): This species is listed as threatened by the state of Florida. Typical foraging habitat for this species consists of prairies, pasturelands, and freshwater marshes, while typical nesting habitat consists of shallow freshwater ponds and marshes. Potential foraging habitat was identified onsite within the open pastures, herbaceous wetlands and shallow edges of the ponds. Furthermore, sandhill cranes were observed during the site assessment.
- Gopher Tortoise* (*Gopherus polyphemus*): The gopher tortoise is listed as a state-threatened species. Typical habitat for this species includes dry upland habitats which include disturbed sites and improved pastures. Potential habitat for this species was found on site within the open pasture areas; furthermore, gopher tortoises have been historically observed on the site.
- Little Blue Heron* (*Egretta caerulea*): This species is listed as threatened by the state of Florida, and inhabits fresh, salt, and brackish water environments in Florida including swamps, estuaries, ponds, lakes, and rivers. Potential habitat for this species is located onsite within the pond and marsh areas; furthermore, this species has been historically observed.
- Tricolored Heron* (*Egretta tricolor*): This state-threatened wading bird species typically nests in large multi-species colonies. They rely on wetlands and small islands for breeding and foraging purposes, require an absence of ground predators, and a variety of woody vegetation to support nest structures. Based on the review of the site, potential foraging habitat was identified onsite for these species within the wetland and cattle pond areas; however, this species was not observed onsite during the site assessment.
- White Ibis (*Eudocimus albus*): This wading bird species typically nests in mixed-species colonies and may be found nesting alongside state-threatened wading birds. This species relies on wetlands and small islands for breeding and foraging purposes, requires an absence of ground predators, and a variety of woody vegetation to support nest structures. This species was removed from Florida's Endangered and Threatened Species list in 2017; however, it is still protected under the Migratory Bird Treaty Act (MBTA) and Rule 68A-4.001 FAC., and is identified as a Species of Special Concern by the state of Florida. Furthermore, ibis were observed on the site during the site assessment.

The following species were not identified while conducting the assessment onsite; however, this list provides a catalog of listed wildlife species that appear on the species reports for the site, and a

description of their potential to utilize the site due to the specific community types located on the site:

- **Eastern Indigo Snake (*Drymarchon couperi*):** The Eastern indigo snake is listed as federally threatened. This species requires habitat which ranges from scrub and sandhill community to emergent and forested wetlands. During colder months, this species is closely associated with gopher tortoise burrows, which they use or underground refugia. Due to the presence of large tracts of open land within the forested wetlands onsite, potential habitat exists onsite for this species; however, this species was not observed onsite during the site assessment.
- **Eastern Black Rail (*Laterallus jamaicensis ssp. Jamaicensis*):** The eastern black rail is listed as federally threatened due to habitat degradation and fragmentation from conversion of marshes and wetlands to agricultural lands or urban areas. Typical habitat for this species includes wetlands with herbaceous, persistent emergent wetland plant cover. Potential habitat for this species was observed onsite within the shrub bog, marshes, and dome swamp areas; however, this species was not observed onsite during the site assessment.
- **Everglade Snail Kite (*Rostrhamus sociabilis plumbeus*):** The Everglade snail kite is both state and federally listed as an endangered species. Typical foraging habitat for this species includes freshwater marshes and shallow vegetated edges of lakes where apple snails can be found. The site contains cattle ponds and large ditches that may provide potential foraging habitat for this species, although no apple snails were observed while onsite. This species was not observed onsite during the site assessment.
- **Florida Scrub-Jay (*Aphelocoma coerulescens*):** This state/federally listed species inhabits fire-dominated, low-growing, oak scrub habitat found on well-drained sandy soils. They may persist in areas with sparser oaks or scrub areas that are overgrown, but at much lower densities and with reduced survivorship. Suitable habitat for this species was observed onsite within the scrub habitat. Furthermore, Florida scrub jays were observed on the site during the site reconnaissance.
- **Short-tailed Snake (*Lampropeltis extenuata*):** This state-threatened and proposed federally threatened species is found burrowed in sandy soils, particularly longleaf pine and xeric (habitat that needs little water) oak sandhills, but they may also be found in scrub and xeric hammock habitats. Potentially suitable habitat for this species was found onsite within the dry pastureland and lightly forested areas.
- **Whooping Crane (*Grus americana*):** This species is listed as federally endangered and inhabits shallow marshes, open grasslands, and croplands during their migration periods. Potential habitat for this species was identified onsite within the ruderal, marsh, and field crop areas of the Subject Property; however, this species was not observed onsite during the site assessment.

7.1.2 Non-Listed Wildlife

During the site reconnaissance, the following non-listed wildlife were observed on the Property:

White-Tail Deer (*Odocoileus virginianus*), Wild Turkey (*Meleagris gallopavo*), Great Egret (*Ardea alba*), Great Blue Heron (*Ardea herodias*), Red-Tailed Hawk (*Buteo jamaicensis umbrinus*), Raccoon (*Procyon lotor*), Bald Eagle (*Haliaeetus leucocephalus*), and Southeastern Fox Squirrel (*Sciurus niger niger*).

The Subject Property owner has also identified seeing the following non-listed wildlife on the property historically, although these species were not observed during the site assessment: Virginia Opossum (*Didelphis virginiana*), Nine-Banded Armadillo (*Dasypus novemcinctus*), Bobcat (*Lynx rufus*) Coyote (*Canis latrans*), Red-shouldered Hawk (*Buteo lineatus*), Wild Boar (*Sus scrofa*), Florida Black Bear (*Ursus americanus floridanus*), Western Cattle Egret (*Bubulcus ibis*), Ring-Necked Snake (*Diadophis punctatus*), and Eastern Diamondback Rattlesnake (*Crotalus adamanteus*).

7.1.3 Full List of Wildlife Identified on the Subject Property

Below is the full list of all wildlife and wildlife signs that were observed while onsite during the assessment, or by the Property owner in the past:

- American Alligator (*Alligator mississippiensis*)
- Crested Caracara (*Caracara plancus*)
- Florida Sandhill Crane (*Grus canadensis pratensis*)
- White Ibis (*Eudocimus albus*)
- Florida Burrowing Owl (*Athene cunicularia floridana*)*
- Florida Panther (*Puma concolor coryi*)*
- Gopher Tortoise (*Gopherus polyphemus*)*
- Little Blue Heron (*Egretta caerulea*)*
- Tricolored Heron (*Egretta tricolor*)*
- White-Tail Deer (*Odocoileus virginianus*)
- Wild Turkey (*Meleagris gallopavo*)
- Great Egret (*Ardea alba*)
- Great Blue Heron (*Ardea herodias*)
- Red-tailed Hawk (*Buteo jamaicensis umbrinus*)*
- Raccoon (*Procyon lotor*)
- Bald Eagle (*Haliaeetus leucocephalus*)
- Southeastern Fox Squirrel (*Sciurus niger niger*)
- Virginia Opossum (*Didelphis virginiana*)*
- Nine-banded Armadillo (*Dasypus novemcinctus*)*
- Bobcat (*Lynx rufus*)*
- Coyote (*Canis latrans*)*
- Red-shouldered Hawk (*Buteo lineatus*)*
- Wild Boar (*Sus scrofa*)*
- Florida Black Bear (*Ursus americanus*)*
- Western Cattle Egret (*Bubulcus ibis*)*
- Ring-Necked Snake (*Diadophis punctatus*)*

- Eastern Diamondback Rattlesnake (*Crotalus adamanteus*)*

*Observed onsite by the Property owner

7.2 Non-Native & Invasive Flora

The pastureland areas were sufficiently maintained and managed for their intended use to support cow/calf operations. Occasional occurrences of exotic/invasive species were identified across the site including Caesarweed (*Urena lobata*). A brief description of the observed invasive species is provided below:

Caesarweed (*Urena lobata*): Caesarweed is a large annual erect shrub that grows up to 10 feet high. The plant is single stalked, with free-branching stems that comprise a bushy appearance. The leaves are simple, alternate, and 4 to 8 cm long, with shallow palmate lobes, and pubescent. The flowers are small, pink and hibiscus-like. Fruits are covered in hooked bristles and break into five segments at maturity, easily attaching to animals and clothing. Caesarweed was introduced to the Caribbean region by European voyagers in the eighteenth century (likely as a fiber crop and for its medicinal properties), and is not widespread in peninsular Florida. It readily invades disturbed areas, pastures, perennial crop plantations, forests, hardwood hammocks, infrequently burned areas, and even coastal habitats. Cattle aid the spread of this species by carrying the seeds and disturbing the soil. Having an aggressive habit, Caesarweed grows rapidly and can reach 2 to 7 feet by the end of the first year. It can form dense thickets, outcompeting native plants and altering ecological community diversity and function.

A map outlining the location of the observed and surveyed invasive/exotic species onsite is included in Appendix A, Exhibit 7.

7.3 Florida Natural Areas Inventory (FNAI)

The FNAI provided Terracon with an ecological data report of the Subject Property on July 17, 2026. The data report was created utilizing the database maintained by the FNAI, which is the single most comprehensive source of information available on the locations of rare species and other significant ecological resources.

The report indicates that the Subject Property contains FNAI rare species habitat. The report also indicates that the Subject Property ranges from Priority 1-5 with respect to biodiversity resources; ranges from Priority 3 with respect to landscape resources; and ranges from Priority 2-4 with respect to surface water resources.

The Element Occurrences data included in the report documents occurrences of rare species and/or natural habitats that have been observed either on or near the Property. According to this data, there were seven (7) Element occurrence data points identified on or near the Subject Property including: American Alligator (*Alligator mississippiensis*), Eastern Indigo Snake (*Drymarchon couperi*), Gopher Tortoise (*Gopherus polyphemus*), Bald Eagle (*Haliaeetus leucocephalus*), Hairy Woodpecker (*Leuconotopicus villosus*), Osprey (*Pandion haliaetus*), and dry prairie habitat. Species identified as being likely to occur on or in the vicinity of the Subject Property include Crested Caracara (*Caracara*

plancus), Florida Sandhill Crane (*Antigone canadensis pratensis*), Wood Stork (*Mycteria americana*), and Florida Long-tailed Weasel (*Neogale frenata peninsulae*). Numerous other species were identified as having the Potential to occur on or in the vicinity of the Subject Property. Mesic flatwoods and scrub habitat were also identified as being likely to occur on or in the vicinity of the Subject Property. A copy of the FNAI's ecological data report is included in Appendix F.

Terracon utilized a combination of FNAI's Report, USFWS IPaC Report, the Florida's Endangered and Threatened Species list published by FWC, and the Subject Property's landowner input to create a detailed table showing the listed species identified onsite and the potential listed species for the Subject Property. This table also outlines the probability of occurrence as indicated on the FNAI report for the Subject Property. This table is included in Appendix G.

7.4 Migratory Bird Databases

7.4.1 Bald Eagles

Bald Eagles are protected under the Bald and Golden Eagle Protection Act (BGEPA) and the Migratory Bird Treaty Act (MBTA). Terracon accessed the bald eagle nest locator dataset provided through FDEP's Map Direct database, as well as the eagle nest location map made available through the National Audubon Society's Eagle Watch Program website. According to the National Audubon Society's Eagle Watch Program website, there is one active and one inactive documented bald eagle nest within two miles of the Property. The results of this search are included in Appendix F.

7.4.2 Florida Breeding Bird Atlas

The Breeding Bird Atlas attempted to record the breeding distributions of all bird species in the state during 2011 through 2017. The Breeding Bird Atlas project was a collaborative effort of the Audubon of Florida, the Florida Ornithological Society, and the FWC. According to the Breeding Bird Atlas database, 112 bird species were documented as confirmed breeding in Manatee County. The Atlas was also reviewed for listed bird species that are outlined in Table 1 of this report and the following bird species were identified as having confirmed breeding in Manatee County: Audubon's Crested Caracara, Black Skimmer, Florida Sandhill Crane, Florida Scrub-Jay, Least Tern, Reddish Egret, Snowy Plover, Southeastern American Kestrel, and Wood Stork. A list detailing the bird species is included in Appendix F.

7.4.3 Water Bird Locator Database

The FWC conducted a statewide aerial survey from January 1999 to June 1999 to locate water bird (herons, egrets, ibises, spoonbills, storks, anhingas, cormorants, and pelicans) breeding colonies and estimate colony size and species composition. Fixed-wing aircraft were used to fly statewide east-west survey transects at 5-km intervals. A review of the Water Bird Locator database for this study indicated two active water bird breeding colonies in the area of the Subject Property.

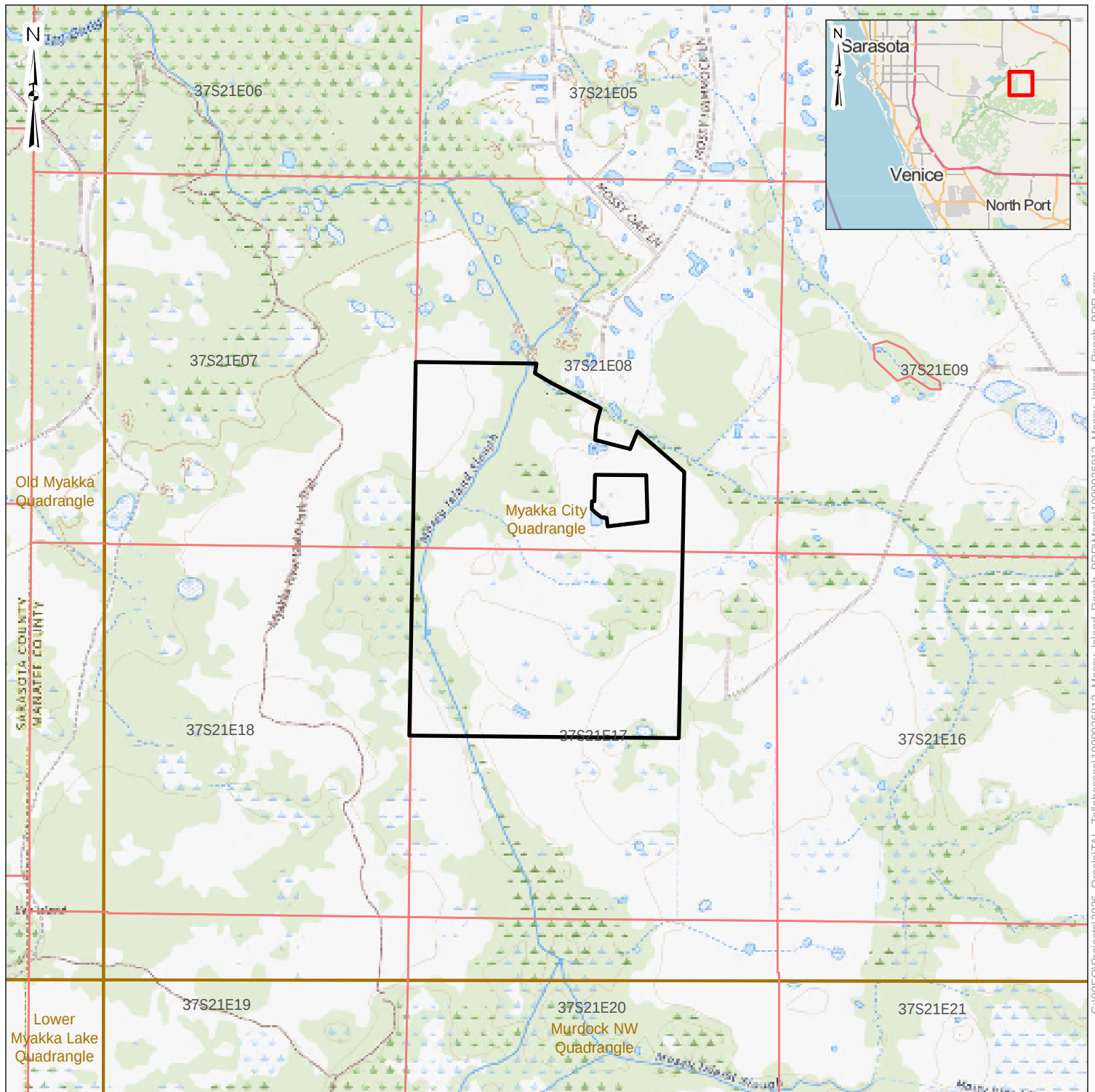


Best Management Practices (BMPs) for cattle operations play a vital role in safeguarding the environment. By adopting these practices, operators can effectively minimize potential negative impacts on natural resources. Proper manure management, erosion control measures, and responsible use of fertilizers and pesticides contribute to maintaining water quality and protecting sensitive ecosystems. Moreover, these practices promote sustainable land use and help preserve biodiversity, ensuring a healthier environment for both wildlife and local communities.

By adopting these BMPs, operators can effectively mitigate the potential impacts of their agricultural operations on water resources, promoting sustainable agricultural practices and ensuring the long-term health and viability of Florida's ecosystems. Terracon encourages continued adherence to these BMPs, recognizing the essential role that landowners play in safeguarding Florida's water resources for future generations.

Appendix A

Exhibits



- Project Boundary
- USGS 24K Quadrangle Grid
- Public Land Survey System



DATA SOURCES:
 USGS Topographic Survey - Myakka City Quadrangle;
 ESRI - USGS Topographic Basemap & OpenStreet Map

Project No.:	1000026813
Date:	Aug 2026
Drawn By:	JMA
Reviewed By:	FP

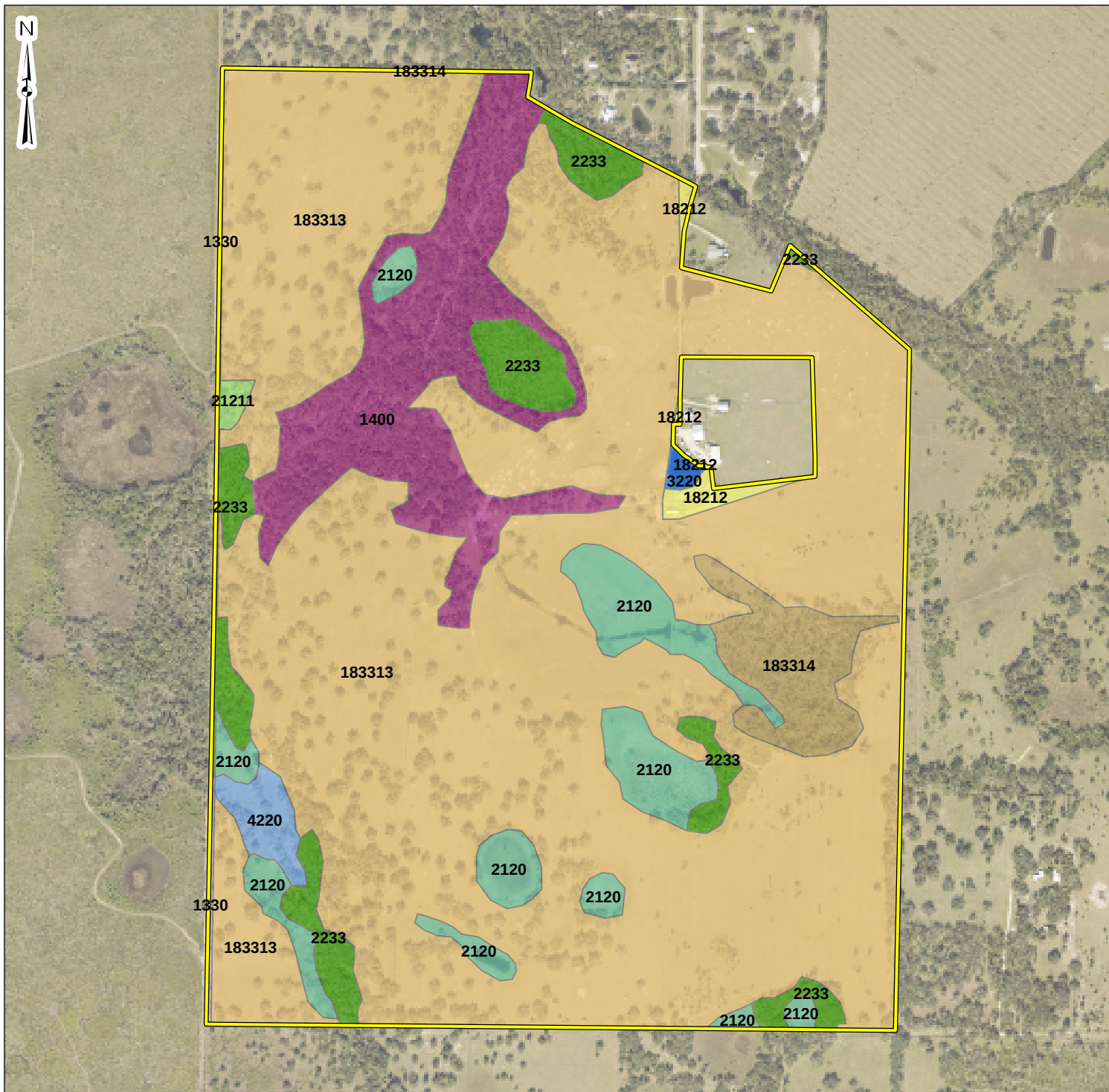


3559 Timberlane School Rd Tallahassee, FL 32312
 PH. (850) 692-7185 terracon.com

Project Location
Mossy Island Ranch Florida Department of Agriculture and Consumer Services Manatee County, Florida

Exhibit
1

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Project Boundary (420.91 ac.±)

Cooperative Land Cover (CLC)

1330, Dry Prairie (1.29 ac.±)

1400, Mixed Hardwood-Coniferous (43.36 ac.±)

2120, Marshes (25.72 ac.±)

21211, Depression Marsh (0.99 ac.±)

2233, Mixed Wetland Hardwoods (20.86 ac.±)

3220, Artificial Impoundment/Reservoir (0.77 ac.±)

4220, Ditch/Artificial Intermittent Stream (4.05 ac.±)

18212, Residential, Low Density (2.45 ac.±)

183313, Improved Pasture (308.28 ac.±)

183314, Unimproved/Woodland Pasture (13.14 ac.±)

Feet
0 400 800 1,600

DATA SOURCES:

FL FWC - Cooperative Land Cover (ver. 4.0, Oct. 2025);
ESRI - World Imagery Basemap (Jan. 2025)

Project No.:
1000026813

Date:
Aug 2026

Drawn By:
JMA

Reviewed By:
FP



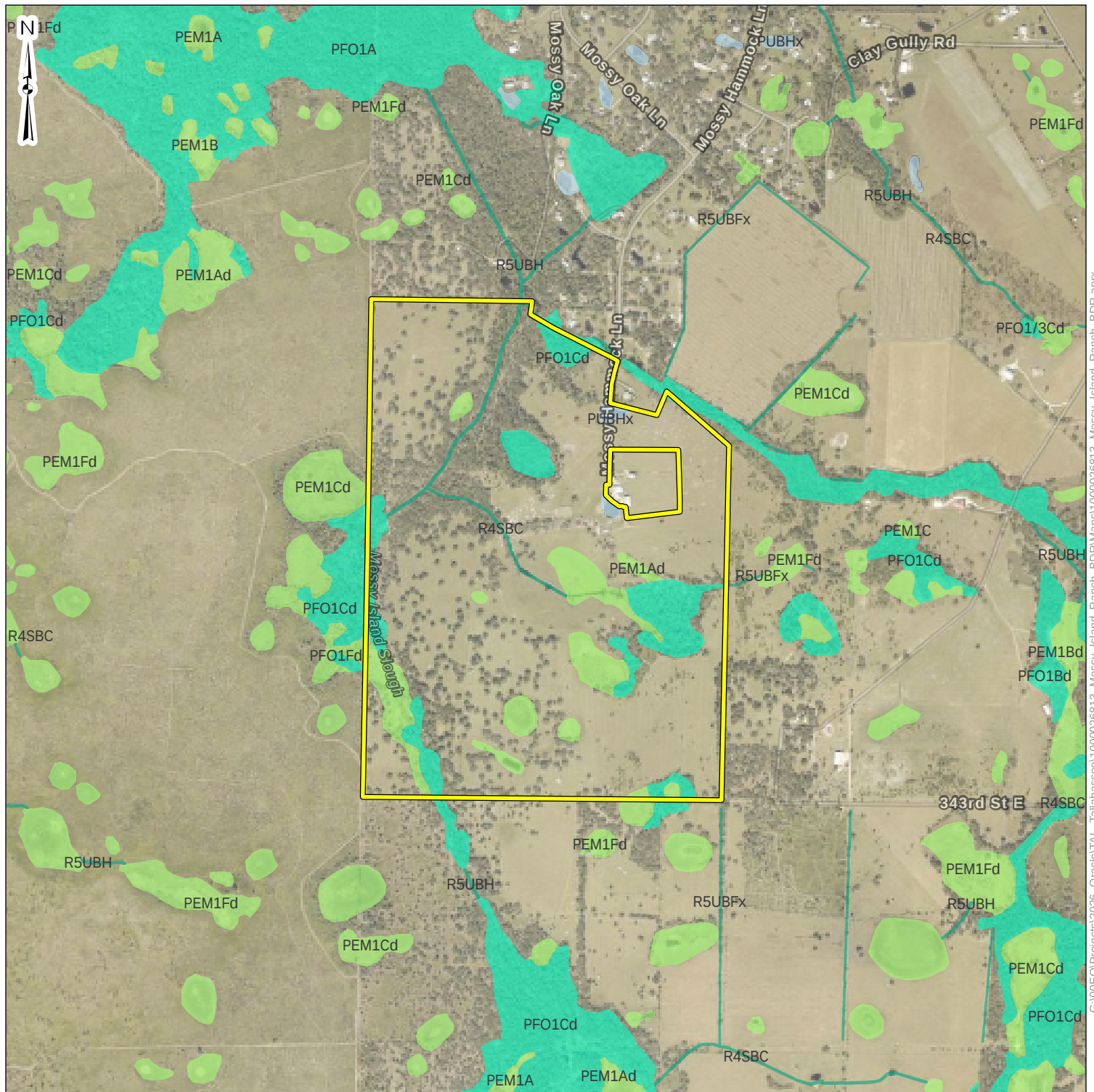
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Existing Land Use

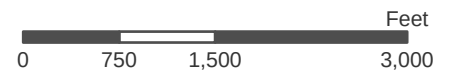
Mossy Island Ranch
Florida Department of Agriculture
and Consumer Services
Manatee County, Florida

Exhibit

2



- Project Boundary**
- National Wetlands Inventory**
- Freshwater Emergent Wetland
 - Freshwater Forested/Shrub Wetland
 - Freshwater Pond
 - Riverine



DATA SOURCES:
USFWS - National Wetlands Inventory (NWI); ESRI - World Imagery Basemap (Jan. 2025)

Project No.:	1000026813
Date:	Aug 2026
Drawn By:	JMA
Reviewed By:	FP

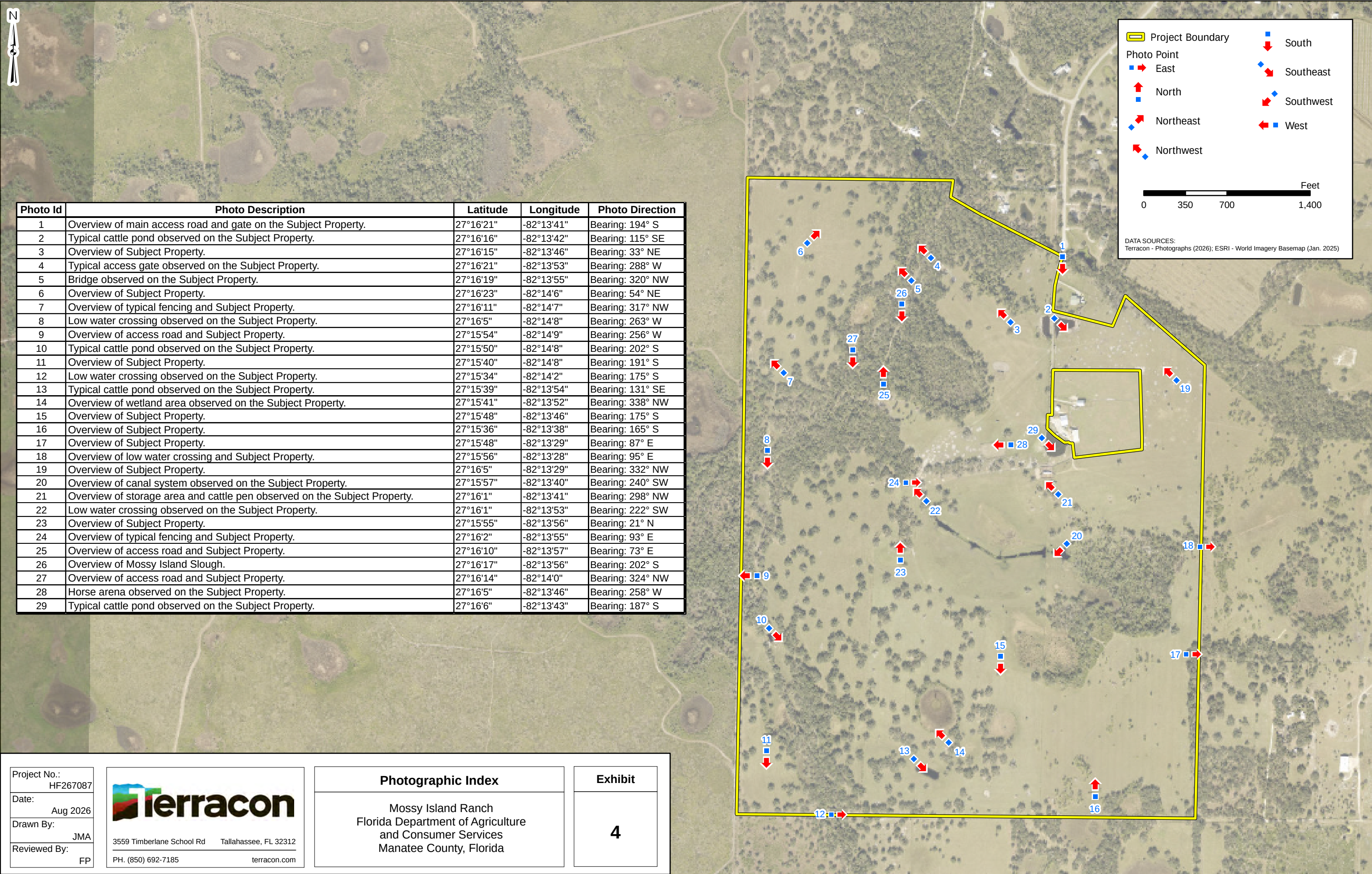
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National Wetlands Inventory
Mossy Island Ranch Florida Department of Agriculture and Consumer Services Manatee County, Florida

Exhibit
3

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Project No.:
HF267087

Date:
Aug 2026

Drawn By:
JMA

Reviewed By:
FP



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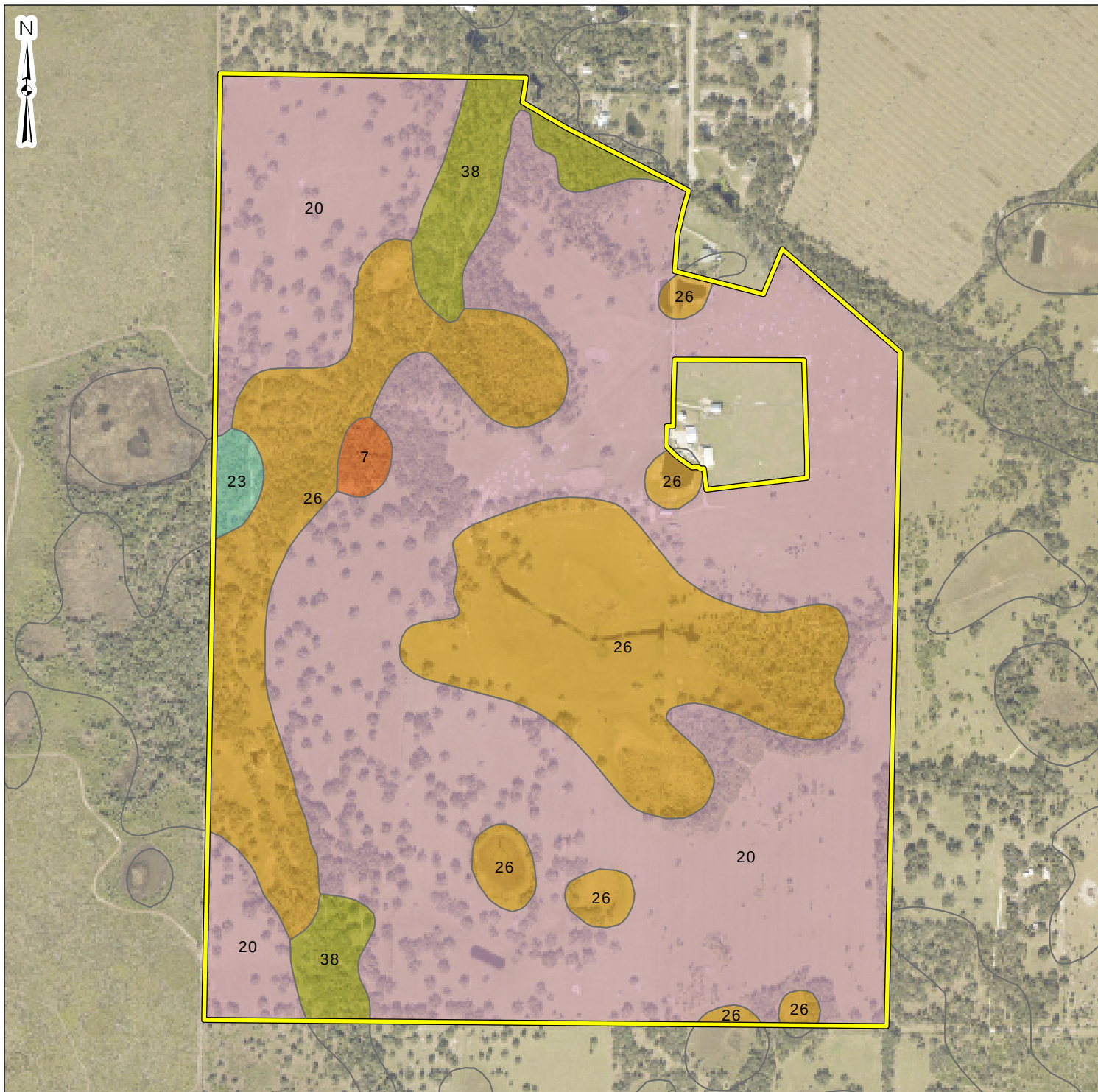
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Photographic Index

Mossy Island Ranch
Florida Department of Agriculture
and Consumer Services
Manatee County, Florida

Exhibit

4



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Project Boundary

NRCS Soils

- 7, Canova, Anclote, And Okeelanta Soils
- 20, Eugallie Fine Sand
- 23, Felda-Palmetto Complex
- 26, Floridana-Immokalee-Okeelanta Association
- 38, Palmetto Sand

0 400 800 1,600 Feet

DATA SOURCES:
USDA - NRCS SSURGO Soils Survey of Manatee
County, FL; ESRI - World Imagery Basemap (Jan.
2025)

Project No.:
1000026813

Date:
Aug 2026

Drawn By:
JMA

Reviewed By:
FP



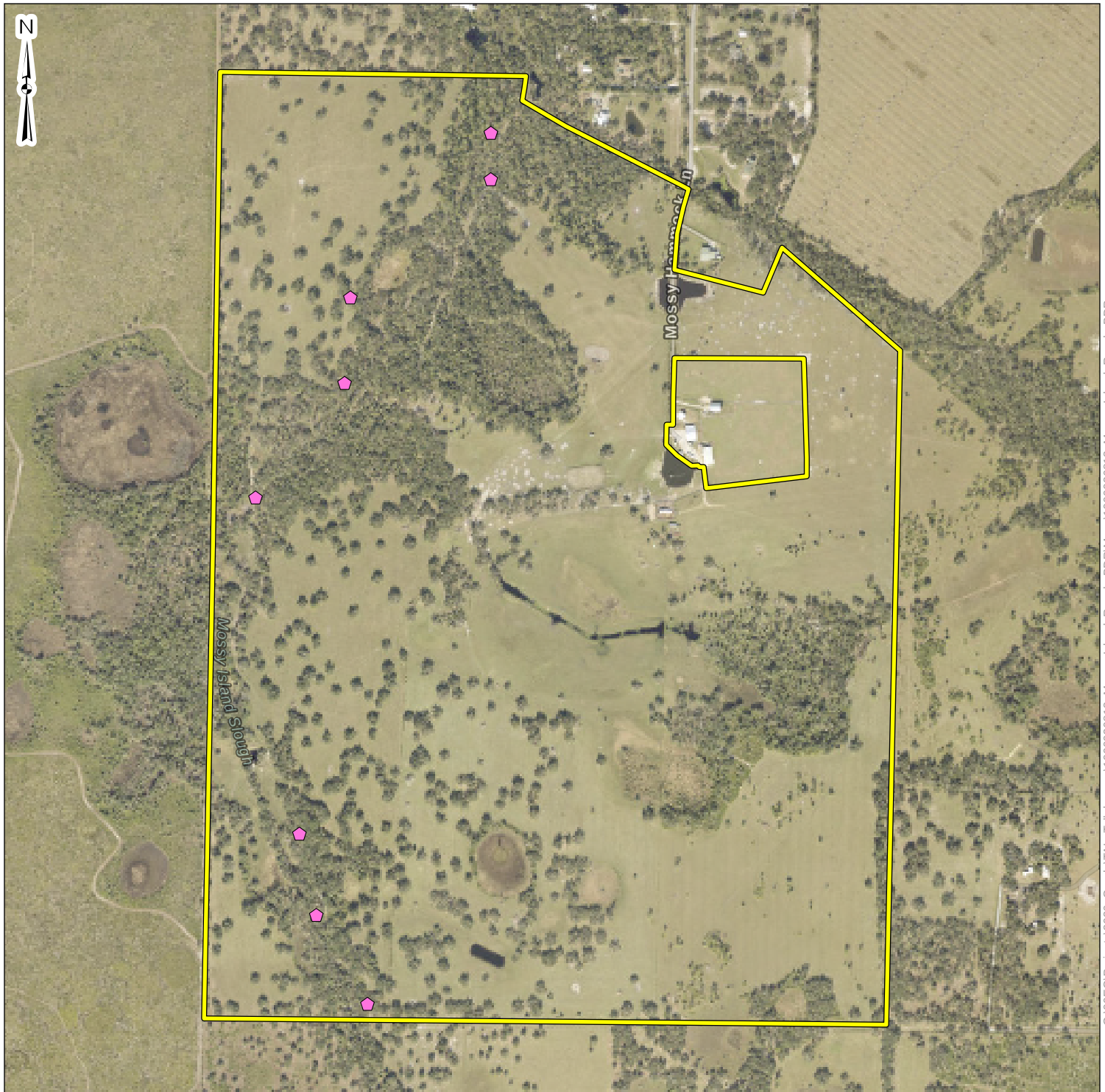
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NRCS Soils

Mossy Island Ranch
Florida Department of Agriculture
and Consumer Services
Manatee County, Florida

Exhibit

5

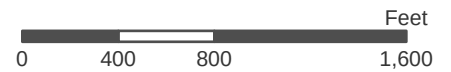


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Project Boundary

Invasive Species

Caesarweed (8)



DATA SOURCES:
Terracon - Invasive Species identification (07/2026);
ESRI - World Imagery Basemap (Jan. 2025)

Project No.:	1000026813
Date:	Aug 2026
Drawn By:	JMA
Reviewed By:	FP



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Invasive/Exotic Species
Mossy Island Ranch Florida Department of Agriculture and Consumer Services Manatee County, Florida

Exhibit
7

Appendix B

Soil Survey Report



United States
Department of
Agriculture

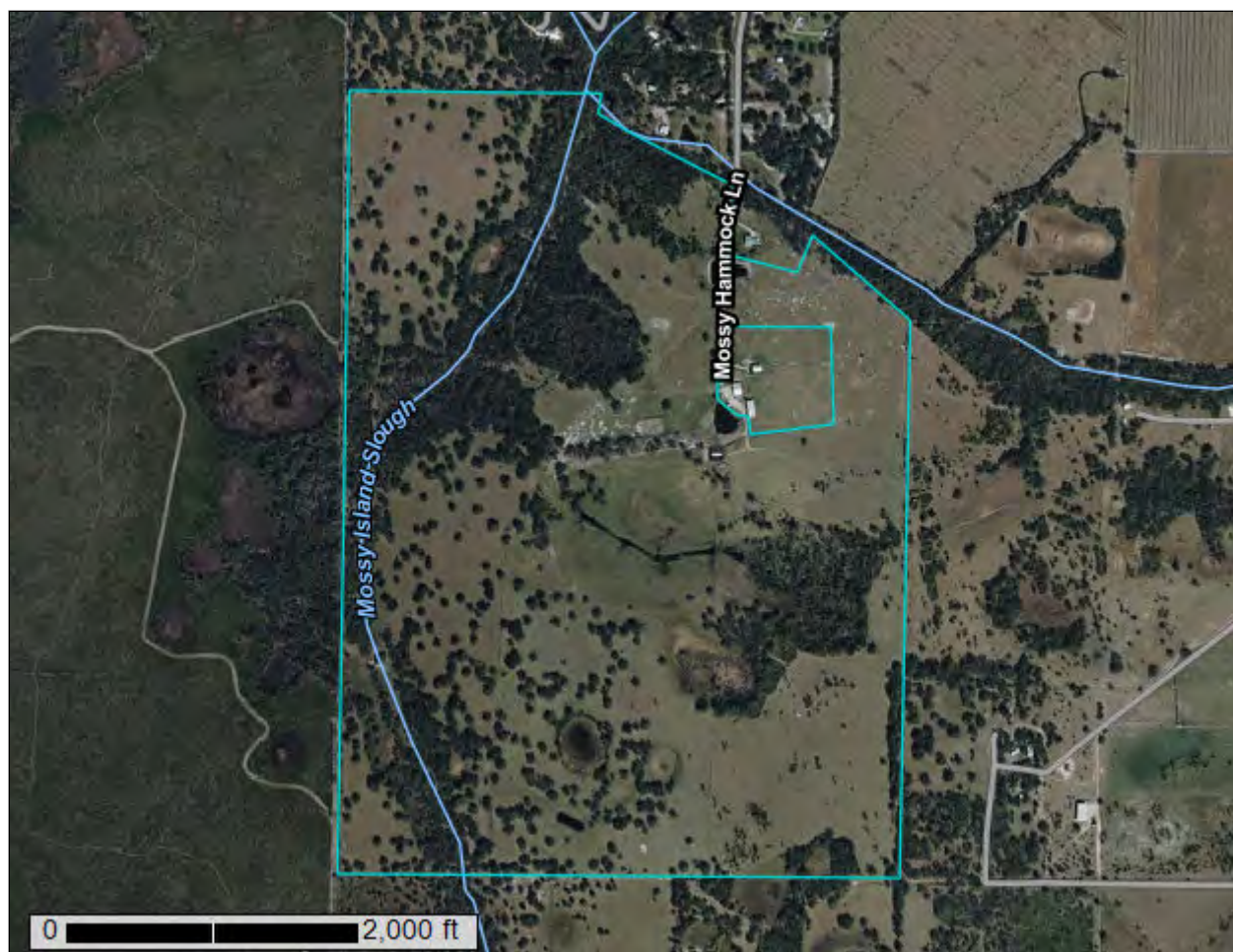
NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Manatee County, Florida**

Mossy Island Ranch



July 13, 2026

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Manatee County, Florida
Survey Area Data: Version 22, Aug 28, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 25, 2025—Feb 23, 2025

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7	Canova, Anclote, and Okeelanta soils	2.5	0.6%
20	EauGallie-EauGallie wet, fine sand, 0 to 2 percent slopes	283.7	67.4%
23	Felda-Palmetto complex	3.1	0.7%
26	Floridana-Immokalee-Okeelanta association	111.8	26.6%
35	Ona fine sand, orstein substratum	0.0	0.0%
38	Palmetto sand	19.7	4.7%
Totals for Area of Interest		421.0	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it

was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Manatee County, Florida

7—Canova, Ancloste, and Okeelanta soils

Map Unit Setting

National map unit symbol: 1hg9b
Landscape: Coastal plains
Elevation: 0 to 130 feet
Mean annual precipitation: 48 to 56 inches
Mean annual air temperature: 68 to 75 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Canova and similar soils: 40 percent
Ancloste and similar soils: 25 percent
Okeelanta and similar soils: 20 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Canova

Setting

Landscape: Coastal plains
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Loamy marine deposits

Typical profile

Oa - 0 to 8 inches: muck
A - 8 to 24 inches: fine sand
B/C - 24 to 68 inches: sandy clay loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 6.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: A/D

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Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps

Forage suitability group: Organic soils in depressions and on flood plains (G155XB645FL)

Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL)

Hydric soil rating: Yes

Description of Anclothe

Setting

Landscape: Coastal plains

Landform: Depressions on marine terraces, Drainageways on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Concave, linear

Across-slope shape: Concave

Parent material: Sandy marine deposits

Typical profile

A - 0 to 16 inches: fine sand

Cg2 - 16 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Very poorly drained

Runoff class: Negligible

Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)

Depth to water table: About 0 to 6 inches

Frequency of flooding: None

Frequency of ponding: Frequent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0

Available water supply, 0 to 60 inches: Low (about 5.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: A/D

Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps

Forage suitability group: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)

Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)

Hydric soil rating: Yes

Description of Okeelanta

Setting

Landscape: Coastal plains

Landform: Depressions on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Concave

Across-slope shape: Concave

Parent material: Herbaceous organic material over sandy marine deposits

Custom Soil Resource Report

Typical profile

Oa - 0 to 20 inches: muck
C - 20 to 54 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 5 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 7.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: A/D
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Forage suitability group: Organic soils in depressions and on flood plains (G155XB645FL)
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL)
Hydric soil rating: Yes

Minor Components

Chobee

Percent of map unit: 5 percent
Landscape: Coastal plains
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL)
Hydric soil rating: Yes

Floridana

Percent of map unit: 5 percent
Landscape: Coastal plains
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps

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Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL),
Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Manatee

Percent of map unit: 5 percent
Landscape: Coastal plains
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL),
Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL)
Hydric soil rating: Yes

20—EauGallie-EauGallie wet, fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2y9gx
Landscape: Coastal plains
Elevation: 10 to 150 feet
Mean annual precipitation: 45 to 61 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 335 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Eaugallie and similar soils: 70 percent
Eaugallie, wet, and similar soils: 15 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of EauGallie

Setting

Landscape: Coastal plains
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: fine sand
E - 6 to 23 inches: fine sand

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Bh - 23 to 47 inches: fine sand
Bw - 47 to 55 inches: fine sand
Btg - 55 to 80 inches: sandy clay loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 6.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

Description of *Eugallie*, Wet

Setting

Landscape: Coastal plains
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: fine sand
E - 5 to 17 inches: fine sand
Bh - 17 to 26 inches: fine sand
Bw - 26 to 48 inches: fine sand
E'g - 48 to 72 inches: fine sand
Btg - 72 to 80 inches: fine sandy loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None

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Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0

Available water supply, 0 to 60 inches: Low (about 5.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: B/D

Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: Yes

Minor Components

Wabasso

Percent of map unit: 6 percent

Landscape: Coastal plains

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Tread, talf

Down-slope shape: Linear, convex

Across-slope shape: Linear

Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: No

Pinellas

Percent of map unit: 3 percent

Landscape: Coastal plains

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Tread, talf

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks

Other vegetative classification: Cabbage Palm Flatwoods (R155XY005FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)

Hydric soil rating: No

Delray

Percent of map unit: 3 percent

Landscape: Coastal plains

Landform: Flats on marine terraces, Drainageways on marine terraces

Landform position (three-dimensional): Tread, dip

Down-slope shape: Linear, convex, concave

Across-slope shape: Concave, linear

Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: Yes

Myakka

Percent of map unit: 2 percent

Landscape: Coastal plains

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Landform: Drainageways on flatwoods on marine terraces

Landform position (three-dimensional): Tread, talf, dip

Down-slope shape: Linear

Across-slope shape: Linear, concave

Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: No

Riviera

Percent of map unit: 1 percent

Landscape: Coastal plains

Landform: Flats on marine terraces, Drainageways on marine terraces

Landform position (three-dimensional): Tread, talf, dip

Down-slope shape: Linear

Across-slope shape: Concave, linear

Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps

Other vegetative classification: Slough (R155XY011FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)

Hydric soil rating: Yes

23—Felda-Palmetto complex

Map Unit Setting

National map unit symbol: 1hg83

Landscape: Coastal plains

Elevation: 10 to 130 feet

Mean annual precipitation: 48 to 56 inches

Mean annual air temperature: 68 to 75 degrees F

Frost-free period: 350 to 365 days

Farmland classification: Not prime farmland

Map Unit Composition

Felda and similar soils: 40 percent

Palmetto, hydric, and similar soils: 20 percent

Palmetto, non-hydric, and similar soils: 15 percent

Minor components: 25 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Felda

Setting

Landscape: Coastal plains

Landform: Drainageways on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Linear

Across-slope shape: Concave

Parent material: Sandy and loamy marine deposits

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Typical profile

A - 0 to 3 inches: fine sand
E - 3 to 24 inches: fine sand
Btg - 24 to 62 inches: sandy loam
BCg - 62 to 80 inches: fine sandy loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: Wetland Hardwood Hammock (R155XY012FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Description of Palmetto, Hydric

Setting

Landscape: Coastal plains
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 8 inches: sand
E - 8 to 25 inches: sand
Bh - 25 to 45 inches: sand
Btg - 45 to 64 inches: sandy clay loam
BCg - 64 to 68 inches: loamy sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Negligible

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Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)

Depth to water table: About 0 to 12 inches

Frequency of flooding: None

Frequency of ponding: None

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0

Available water supply, 0 to 60 inches: Low (about 5.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: A/D

Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Other vegetative classification: Wetland Hardwood Hammock (R155XY012FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: Yes

Description of Palmetto, Non-hydric

Setting

Landscape: Coastal plains

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 8 inches: sand

E - 8 to 25 inches: sand

Bh - 25 to 45 inches: sand

Btg - 45 to 64 inches: sandy clay loam

BCg - 64 to 68 inches: loamy sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Poorly drained

Runoff class: Negligible

Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)

Depth to water table: About 6 to 18 inches

Frequency of flooding: None

Frequency of ponding: None

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0

Available water supply, 0 to 60 inches: Low (about 5.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: A/D

Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

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Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Other vegetative classification: Wetland Hardwood Hammock (R155XY012FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: No

Minor Components

Delray

Percent of map unit: 9 percent

Landscape: Coastal plains

Landform: Depressions on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Concave

Across-slope shape: Concave

Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps

Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)

Hydric soil rating: Yes

Myakka, non-hydric

Percent of map unit: 8 percent

Landscape: Coastal plains

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: No

Floridana

Percent of map unit: 8 percent

Landscape: Coastal plains

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps

Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)

Hydric soil rating: Yes

26—Floridana-Immokalee-Okeelanta association

Map Unit Setting

National map unit symbol: 1hg86
Landscape: Coastal plains
Elevation: 0 to 150 feet
Mean annual precipitation: 48 to 56 inches
Mean annual air temperature: 68 to 75 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Floridana, depressional, and similar soils: 35 percent
Immokalee and similar soils: 30 percent
Okeelanta and similar soils: 20 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Floridana, Depressional

Setting

Landscape: Coastal plains
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 19 inches: fine sand
E - 19 to 36 inches: fine sand
Btg - 36 to 63 inches: sandy clay loam
Cg - 63 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: C/D
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Hydric soil rating: Yes

Description of Immokalee

Setting

Landscape: Coastal plains
Landform: Depressions on marine terraces
Landform position (three-dimensional): Interfluvial, talus
Down-slope shape: Linear, concave
Across-slope shape: Linear, concave
Parent material: Sandy marine deposits

Typical profile

A - 0 to 10 inches: fine sand
E - 10 to 34 inches: fine sand
Bh - 34 to 43 inches: fine sand
C - 43 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: B/D
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Description of Okeelanta

Setting

Landscape: Coastal plains
Landform: Depressions on marine terraces
Landform position (three-dimensional): Interfluve, talf
Down-slope shape: Concave, linear
Across-slope shape: Concave, linear
Parent material: Herbaceous organic material over sandy marine deposits

Typical profile

Oa - 0 to 20 inches: muck
C - 20 to 54 inches: sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 7.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: A/D
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Forage suitability group: Organic soils in depressions and on flood plains (G155XB645FL)
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Organic soils in depressions and on flood plains (G155XB645FL)
Hydric soil rating: Yes

Minor Components

Anclote

Percent of map unit: 3 percent
Landscape: Coastal plains
Landform: Depressions on marine terraces, Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave, linear
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)
Hydric soil rating: Yes

Chobee

Percent of map unit: 3 percent
Landscape: Coastal plains
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL)
Hydric soil rating: Yes

Delray

Percent of map unit: 3 percent
Landscape: Coastal plains
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)
Hydric soil rating: Yes

Myakka, non-hydric

Percent of map unit: 2 percent
Landscape: Coastal plains
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

Pomona, non-hydric

Percent of map unit: 2 percent
Landscape: Coastal plains
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

Manatee

Percent of map unit: 2 percent
Landscape: Coastal plains
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip

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Down-slope shape: Concave

Across-slope shape: Concave

Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps

Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL),
Loamy and clayey soils on stream terraces, flood plains, or in depressions
(G155XB345FL)

Hydric soil rating: Yes

35—Ona fine sand, orstein substratum

Map Unit Setting

National map unit symbol: 1hg8j

Landscape: Coastal plains

Elevation: 20 to 150 feet

Mean annual precipitation: 48 to 56 inches

Mean annual air temperature: 68 to 75 degrees F

Frost-free period: 350 to 365 days

Farmland classification: Not prime farmland

Map Unit Composition

Ona, non-hydric, and similar soils: 70 percent

Ona, hydric, and similar soils: 15 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Ona, Non-hydric

Setting

Landscape: Coastal plains

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Parent material: Sandy marine deposits

Typical profile

A - 0 to 5 inches: fine sand

Bh - 5 to 16 inches: fine sand

E - 16 to 52 inches: fine sand

B'h1 - 52 to 68 inches: fine sand

B'h2 - 68 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Poorly drained

Runoff class: Medium

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Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 6.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: B/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

Description of Ona, Hydric

Setting

Landscape: Coastal plains
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 5 inches: fine sand
Bh - 5 to 16 inches: fine sand
E - 16 to 52 inches: fine sand
B'h1 - 52 to 68 inches: fine sand
B'h2 - 68 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 6.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: B/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Custom Soil Resource Report

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: Yes

Minor Components

St. Johns, non-hydric

Percent of map unit: 4 percent

Landscape: Coastal plains

Landform: Seeps on marine terraces

Landform position (three-dimensional): Base slope

Down-slope shape: Concave

Across-slope shape: Linear

Ecological site: R155XY110FL - Wet Sandy Cutthroat Seeps and Flatwoods

Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: No

Myakka, non-hydric

Percent of map unit: 4 percent

Landscape: Coastal plains

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: No

Wauchula, non-hydric

Percent of map unit: 4 percent

Landscape: Coastal plains

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks

Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)

Hydric soil rating: No

Waveland, non-hydric

Percent of map unit: 3 percent

Landscape: Coastal plains

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: No

38—Palmetto sand

Map Unit Setting

National map unit symbol: 1hg8m

Landscape: Coastal plains

Elevation: 0 to 130 feet

Mean annual precipitation: 48 to 56 inches

Mean annual air temperature: 68 to 75 degrees F

Frost-free period: 350 to 365 days

Farmland classification: Not prime farmland

Map Unit Composition

Palmetto and similar soils: 90 percent

Minor components: 10 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Palmetto

Setting

Landscape: Coastal plains

Landform: Drainageways on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Linear

Across-slope shape: Concave

Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 8 inches: sand

E - 8 to 25 inches: sand

Bh - 25 to 45 inches: sand

Btg - 45 to 64 inches: sandy clay loam

BCg - 64 to 68 inches: loamy sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Poorly drained

Runoff class: Negligible

Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)

Depth to water table: About 0 inches

Frequency of flooding: None

Frequency of ponding: None

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0

Available water supply, 0 to 60 inches: Low (about 5.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified

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Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: A/D

Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: Yes

Minor Components

Delray

Percent of map unit: 10 percent

Landscape: Coastal plains

Landform: Drainageways on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Linear

Across-slope shape: Concave

Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps

Other vegetative classification: Slough (R155XY011FL), Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)

Hydric soil rating: Yes

Soil Information for All Uses

Suitabilities and Limitations for Use

The Suitabilities and Limitations for Use section includes various soil interpretations displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each interpretation.

Wildlife Management

Wildlife Management interpretations are tools for evaluating the suitability of the soil for various components of wildlife habitat, and as habitat of different types or species of wildlife. Example interpretations include crawfish aquaculture, burrowing animals and reptiles, grasses and legumes for food and cover, and freshwater wetland plants.

WLF - Gopher Tortoise Burrowing Suitability

This soil interpretation is intended to provide ratings based on the dominant soil characteristics that influence the suitability of the soil for excavation, maintenance, and preservation of burrows by gopher tortoises (*Gopherus polyphemus*). The information allows the user to identify areas of potentially suitable habitat area prior to the application of conservation practices. The ratings are for the soils in their natural condition and do not consider present land use, existing vegetation, water sources, and the presence or absence of wildlife in the area. The presence or absence of a species is determined at the local level and by many factors including soil characteristics.

The gopher tortoise (*Gopherus polyphemus*) is a burrowing reptile that inhabits open pine forests throughout the southeastern United States. Historically, typical gopher tortoise habitat consisted of open, frequently burned longleaf pine or longleaf pine/scrub oak uplands and flatwoods on moderately well drained to xeric soils. The burrows of a gopher tortoise are the habitat and center of normal feeding, breeding, and sheltering activity. Gopher tortoises excavate and use more than one burrow for shelter beneath the ground surface. Burrows, which may extend for more than 30 feet, provide shelter from canid predators, winter cold and summer heat.

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The soil criteria that are taken into account in this soil interpretation are those that have been determined to have the most effect on burrow excavation, maintenance, and preservation. These include the soil texture, percent coarse fragments, depth to a restrictive layer or layer with greater than or equal to 35% clay, ponding or flooding frequency, slope, and depth to seasonal high water table.

Each soil criteria is assigned a numerical rating between 0 and 1. In this rating, 1 represents more suitable soil characteristics, and 0 represents less suitable soil characteristics. Each criterion is calculated separately and the lowest rating is reported as the overall soil suitability rating, representing the most limiting factor in the soil's suitability for gopher tortoise burrows.

Rating classes have been defined as follows:

Highly suited (numerical rating 0.95-1): These soils have no restrictions for use and are favorable for burrowing by gopher tortoise. Colonization and population densities may be above average if other habitat factors are not limiting.

Moderately suited (numerical rating 0.5-0.95): These soils are suitable and somewhat favorable for burrowing by gopher tortoise. Some restrictive features may limit the use of the site to a minor extent. Colonization and population densities may be average to above for the area if the other habitat requirements are met.

Less suited (numerical rating 0.05-0.5): These soils have characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. Colonization and population densities may be below average or restricted in the area due to the limiting factors even though all of the other species habitat requirements are met.

Unsuitable (numerical rating 0-0.05): These soils have characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. Areas of included soils with better drainage may provide suitable soil properties in some locations.

Not Rated: Miscellaneous areas are given a not rated status.

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen, which is displayed on the report. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the Selected Soil Interpretations report with this interpretation included from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Citations:

Custom Soil Resource Report

U.S. Fish and Wildlife Service and Natural Resources Conservation Service. 2012.
Gopher Tortoise (*Gopherus polyphemus*) Soil Classifications for the Federally Listed
Range using the National Soil Information System Database, Version 1.

Custom Soil Resource Report

Map—WLF - Gopher Tortoise Burrowing Suitability



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 Unsuitable
 Less suited
 Moderately suited
 Highly suited
 Not rated or not available

Soil Rating Lines

 Unsuitable
 Less suited
 Moderately suited
 Highly suited
 Not rated or not available

Soil Rating Points

 Unsuitable
 Less suited
 Moderately suited
 Highly suited
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways

 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Manatee County, Florida
 Survey Area Data: Version 22, Aug 28, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 25, 2025—Feb 23, 2025

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Custom Soil Resource Report

Tables—WLF - Gopher Tortoise Burrowing Suitability

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
7	Canova, Anclole, and Okeelanta soils	Unsuitable	Canova (40%)	Ponding (0.00)	2.5	0.6%
				Water table (0.00)		
				Texture (0.31)		
			Anclole (25%)	Ponding (0.00)		
				Water table (0.00)		
			Okeelanta (20%)	Ponding (0.00)		
				Water table (0.00)		
				Texture (0.50)		
			Chobee (5%)	Ponding (0.00)		
				Water table (0.00)		
				Texture (0.59)		
			Floridana (5%)	Water table (0.00)		
			Manatee (5%)	Ponding (0.00)		
				Water table (0.00)		
20	EauGallie-EauGallie wet, fine sand, 0 to 2 percent slopes	Less suited	EauGallie (70%)	Water table (0.20)	283.7	67.4%
			Wabasso (6%)	Water table (0.20)		
			Pinellas (3%)	Water table (0.20)		
			Myakka (2%)	Water table (0.20)		
23	Felda-Palmetto complex	Unsuitable	Felda (40%)	Water table (0.00)	3.1	0.7%
			Palmetto, hydric (20%)	Water table (0.00)		
			Delray (9%)	Ponding (0.00)		
				Water table (0.00)		
			Floridana (8%)	Water table (0.00)		
26	Floridana-Immokalee-Okeelanta association	Unsuitable	Floridana, depressional (35%)	Ponding (0.00)	111.8	26.6%
				Water table (0.00)		
				Texture (0.96)		

Custom Soil Resource Report

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
			Immokalee (30%)	Ponding (0.00)		
				Water table (0.00)		
			Okeelanta (20%)	Ponding (0.00)		
				Water table (0.00)		
				Texture (0.50)		
			Delray (3%)	Ponding (0.00)		
				Water table (0.00)		
			Anclothe (3%)	Ponding (0.00)		
				Water table (0.00)		
			Chobee (3%)	Ponding (0.00)		
				Water table (0.00)		
				Texture (0.59)		
			Manatee (2%)	Ponding (0.00)		
				Water table (0.00)		
35	Ona fine sand, orstein substratum	Less suited	Ona, non-hydric (70%)	Water table (0.22)	0.0	0.0%
			St. Johns, non-hydric (4%)	Water table (0.22)		
			Myakka, non-hydric (4%)	Water table (0.22)		
			Waveland, non-hydric (3%)	Soil depth (0.09)		
				Water table (0.22)		
			38	Palmetto sand		
Delray (10%)	Water table (0.00)					
Totals for Area of Interest					421.0	100.0%

Rating	Acres in AOI	Percent of AOI
Less suited	283.8	67.4%
Unsuitable	137.2	32.6%
Totals for Area of Interest	421.0	100.0%

Rating Options—WLF - Gopher Tortoise Burrowing Suitability

Aggregation Method: Dominant Condition

Custom Soil Resource Report

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

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- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelpdb1043084>

Custom Soil Resource Report

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Appendix C

Historical Aerial Imagery & Topographic Maps



HISTORICAL AERIALS

Project Property: Mossy Island Ranch
Mossy Island Ranch
Myakka City Florida

Project No: 1000026813

Requested By: Terracon

Order No: 26071603044

Date Completed: July 21, 2026

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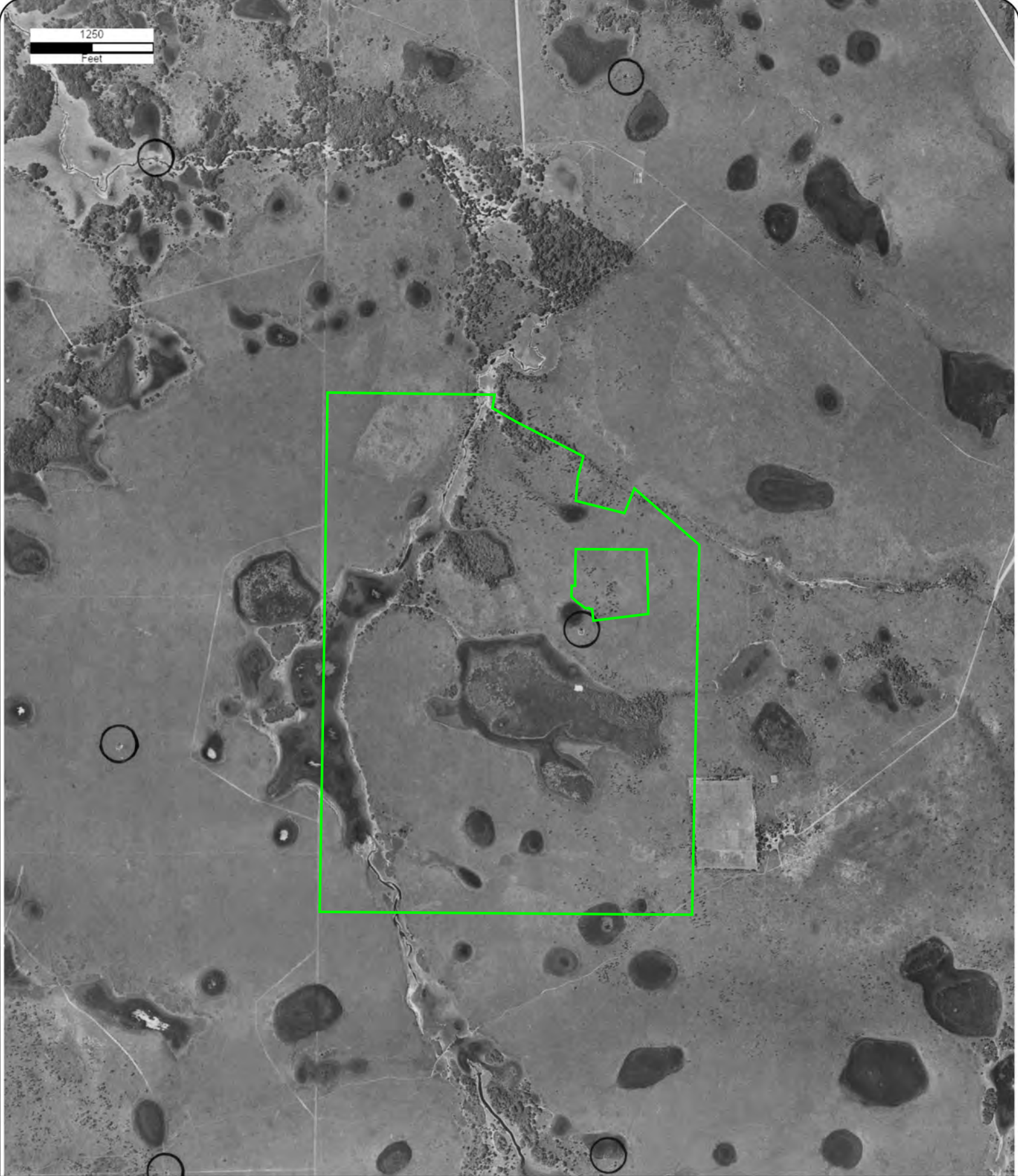
1.866.517.5204 | info@erisinfo.com | erisinfo.com

Date	Source	Scale	Comments
1940	Agricultural Stabilization & Conserv. Service	1" = 1250'	
1951	United States Geological Survey	1" = 1250'	
1957	Agricultural Stabilization & Conserv. Service	1" = 1250'	
1969	Agricultural Stabilization & Conserv. Service	1" = 1250'	
1978	Florida Department of Transportation	1" = 1250'	
1985	United States Geological Survey	1" = 1250'	
1994	United States Geological Survey	1" = 1250'	
1999	United States Geological Survey	1" = 1250'	
2005	United States Department of Agriculture	1" = 1250'	
2006	United States Department of Agriculture	1" = 1250'	
2007	United States Department of Agriculture	1" = 1250'	
2010	United States Department of Agriculture	1" = 1250'	
2013	United States Department of Agriculture	1" = 1250'	
2015	United States Department of Agriculture	1" = 1250'	
2017	United States Department of Agriculture	1" = 1250'	
2019	United States Department of Agriculture	1" = 1250'	
2021	United States Department of Agriculture	1" = 1250'	
2023	United States Department of Agriculture	1" = 1250'	
2025	United States Department of Agriculture	1" = 1250'	

Environmental Risk Information Services

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1.866.517.5204 | info@erisinfo.com | erisinfo.com



Year: 1940
Source: ASCS
Scale: 1" = 1250'
Comment:

Address: Mossy Island Ranch, Myakka City, Florida
Approx Center: -82.2304854,27.26697513

Order No: 26071603044



1250
Feet



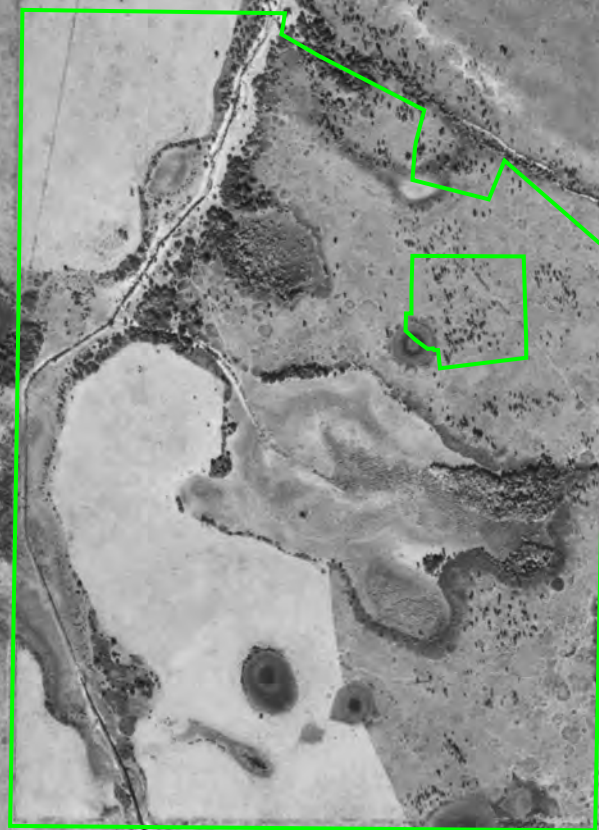
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Comment:

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Approx Center: -82.2304854,27.26697513

Order No: 26071603044



1250
Feet



Year: 1957
Source: ASCS
Scale: 1" = 1250'
Comment:

Address: Mossy Island Ranch, Myakka City, Florida
Approx Center: -82.2304854,27.26697513

Order No: 26071603044



1250
Feet



Year: 1969
Source: ASCS
Scale: 1" = 1250'
Comment:

Address: Mossy Island Ranch, Myakka City, Florida
Approx Center: -82.2304854,27.26697513

Order No: 26071603044



1250
Feet



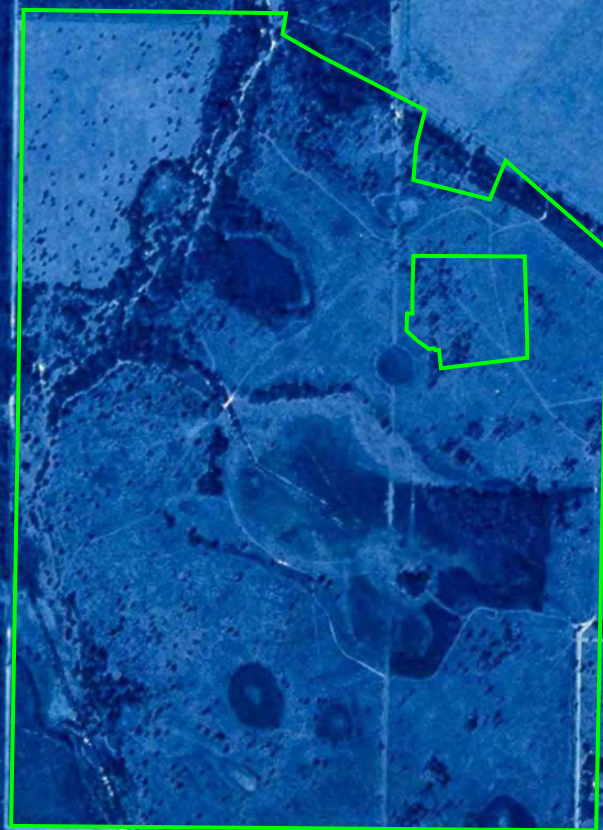
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Source: FDOT
Scale: 1" = 1250'
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Approx Center: -82.2304854,27.26697513

Order No: 26071603044



1250
Feet



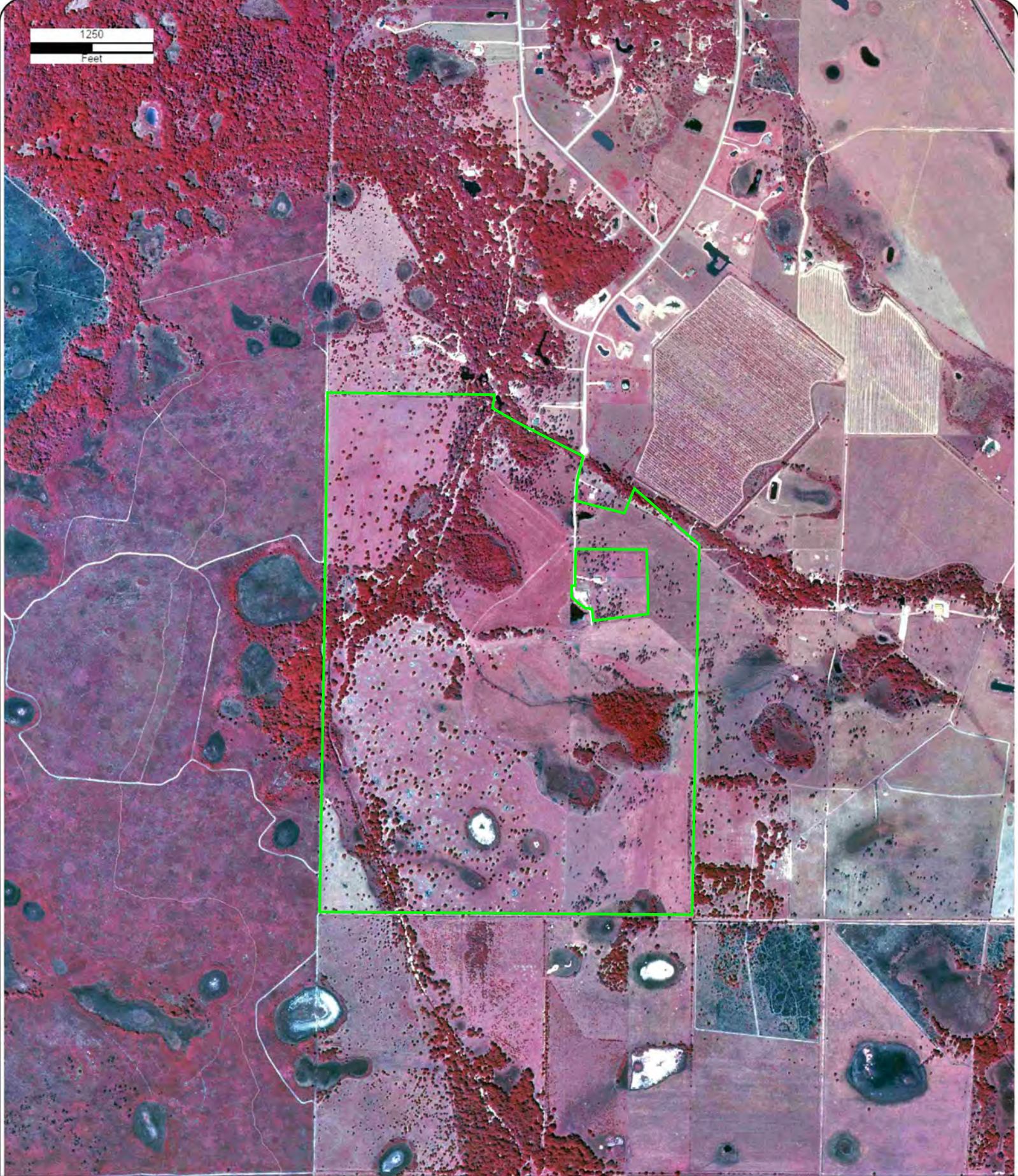
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Approx Center: -82.2304854,27.26697513

Order No: 26071603044



1250
Feet



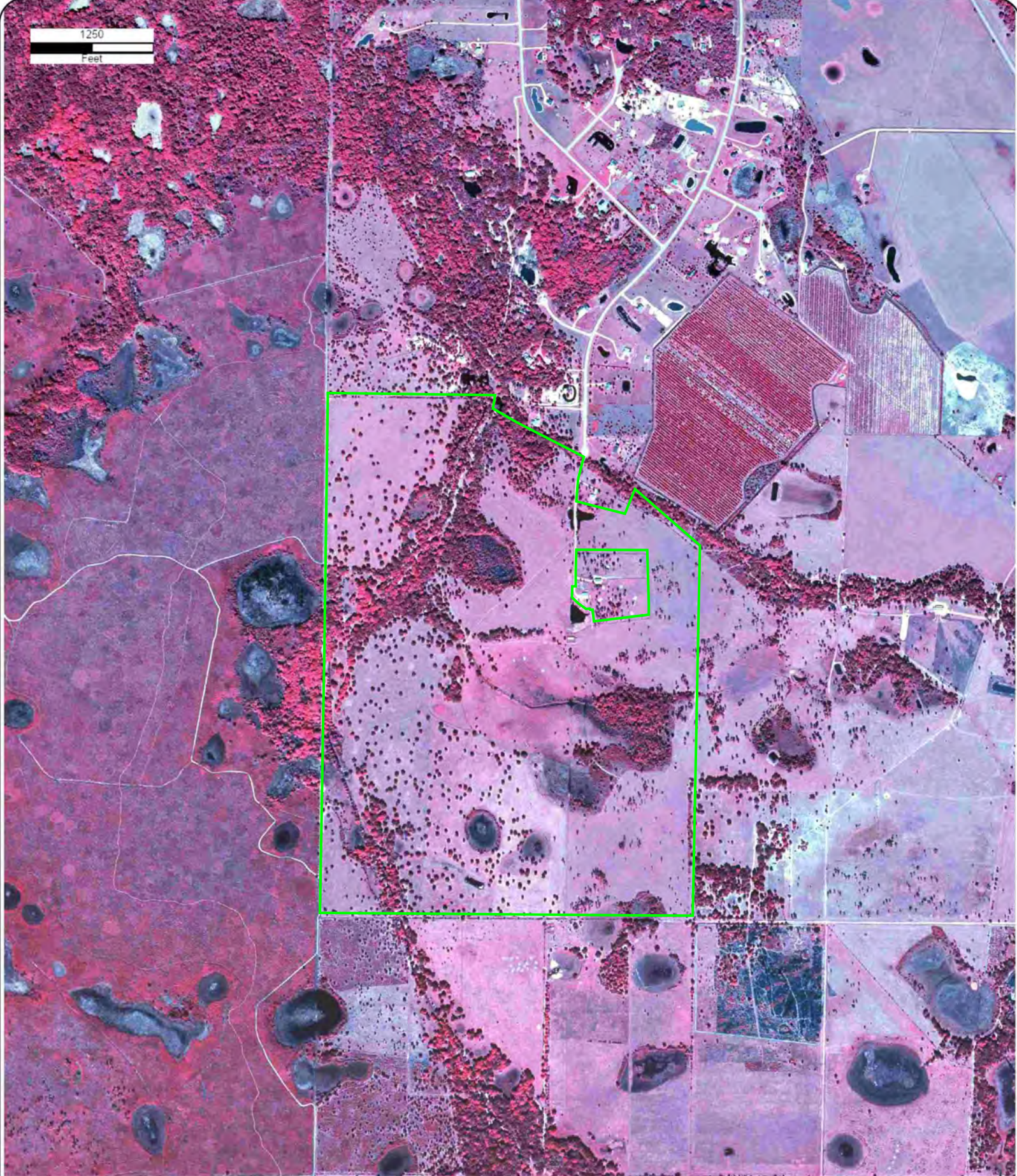
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Source: USGS
Scale: 1" = 1250'
Comment:

Address: Mossy Island Ranch, Myakka City, Florida
Approx Center: -82.2304854,27.26697513

Order No: 26071603044



1250
Feet



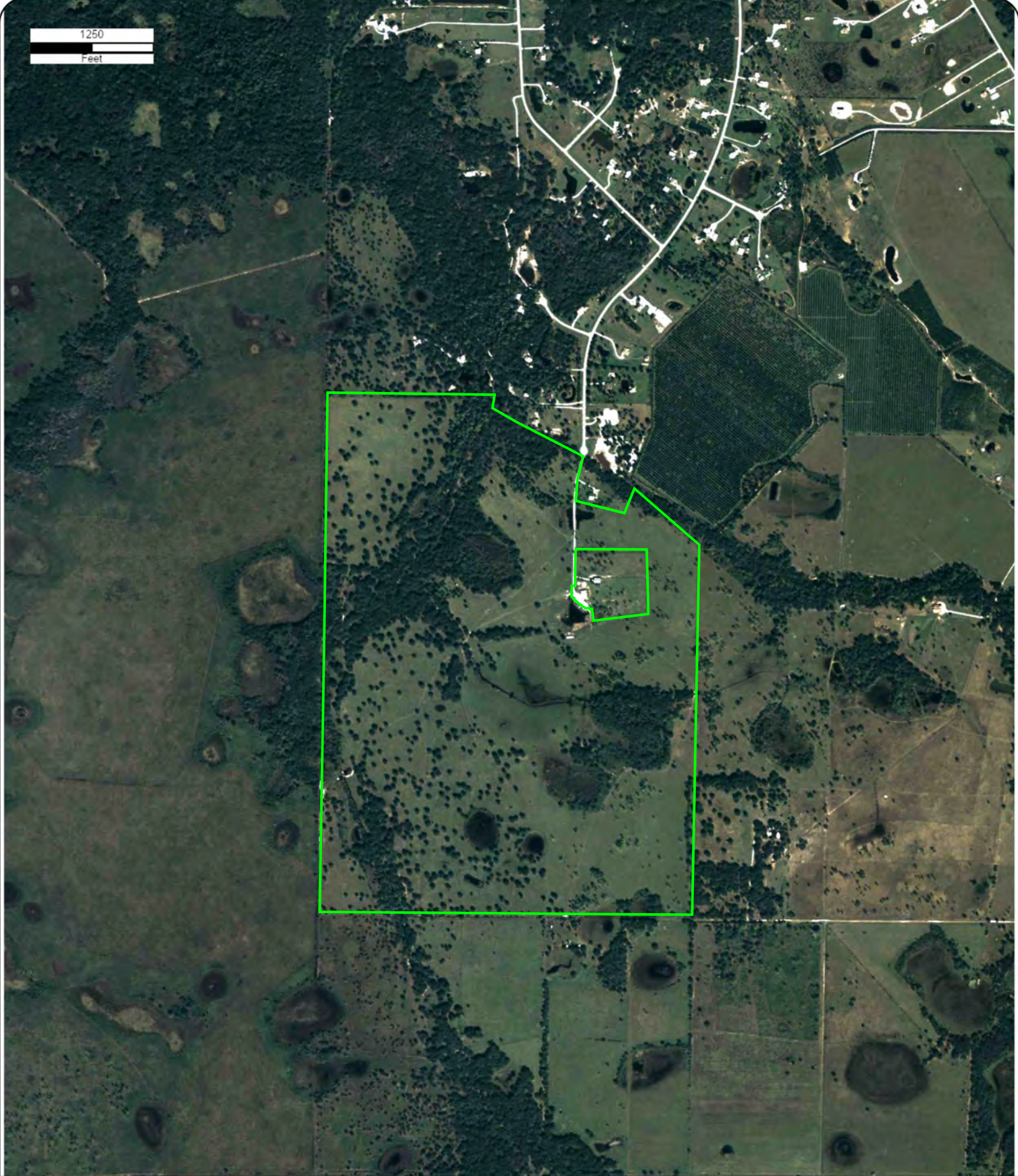
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Source: USGS
Scale: 1" = 1250'
Comment:

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Approx Center: -82.2304854,27.26697513

Order No: 26071603044



1250
Feet



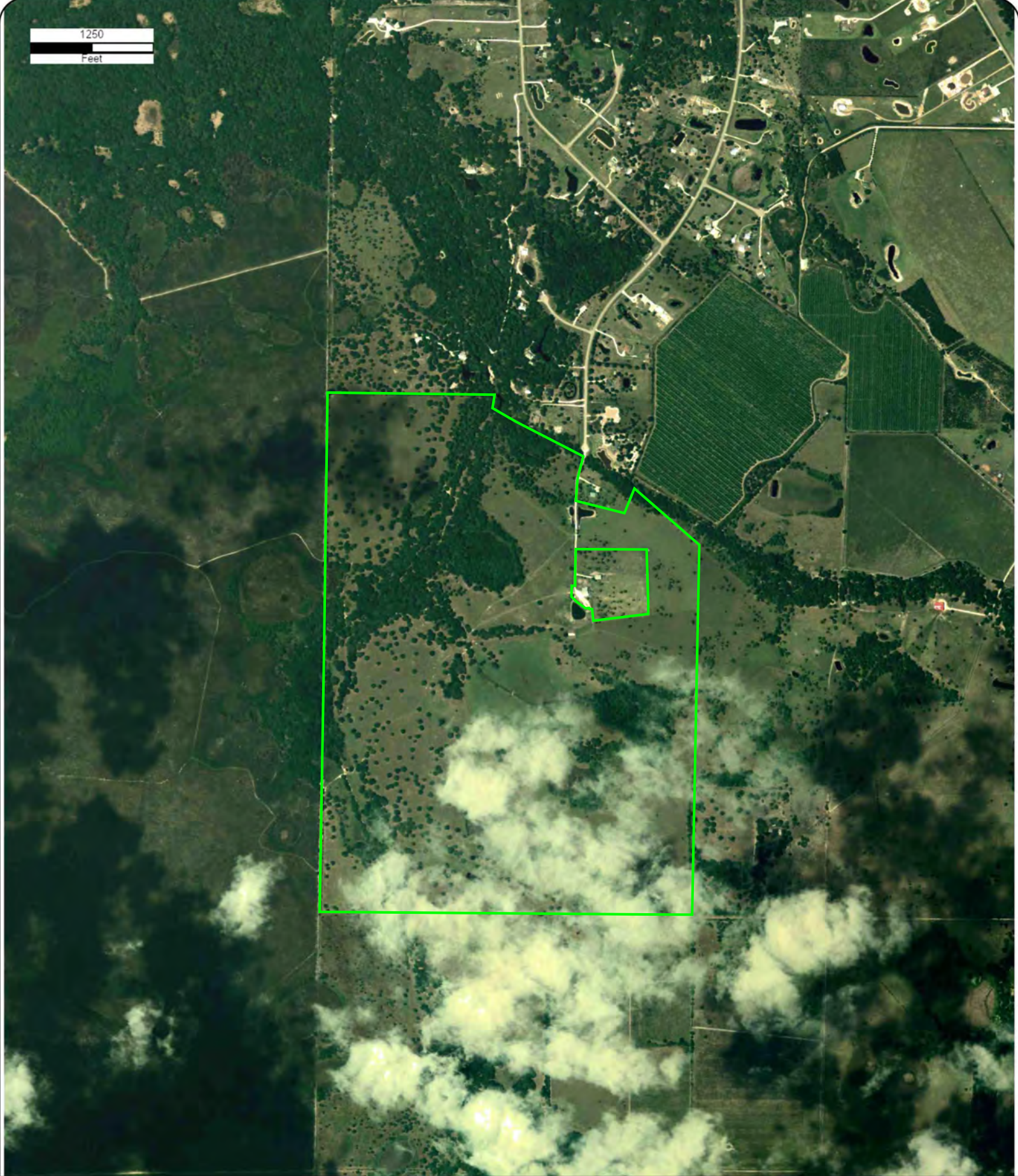
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Feet



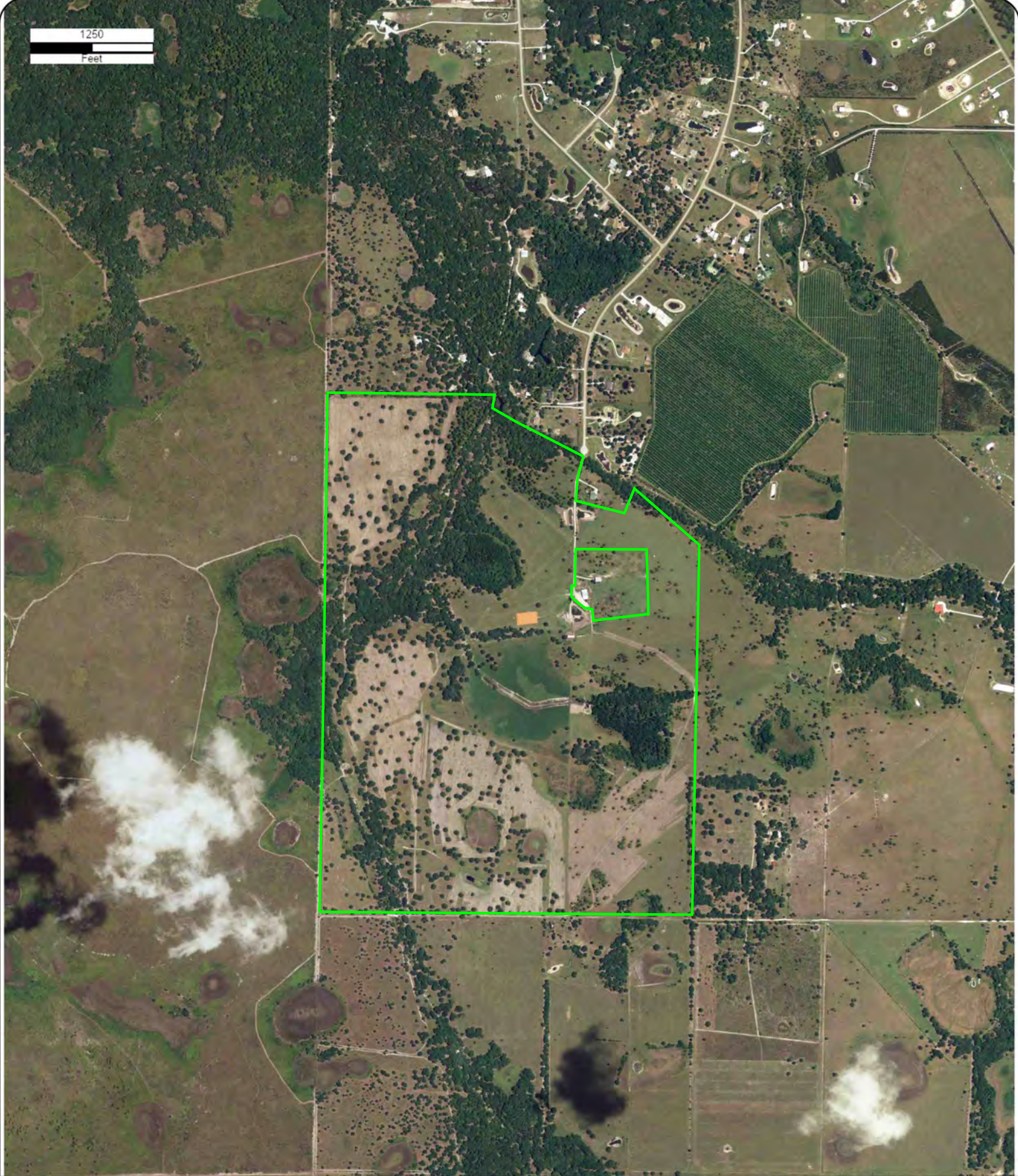
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1250
Feet



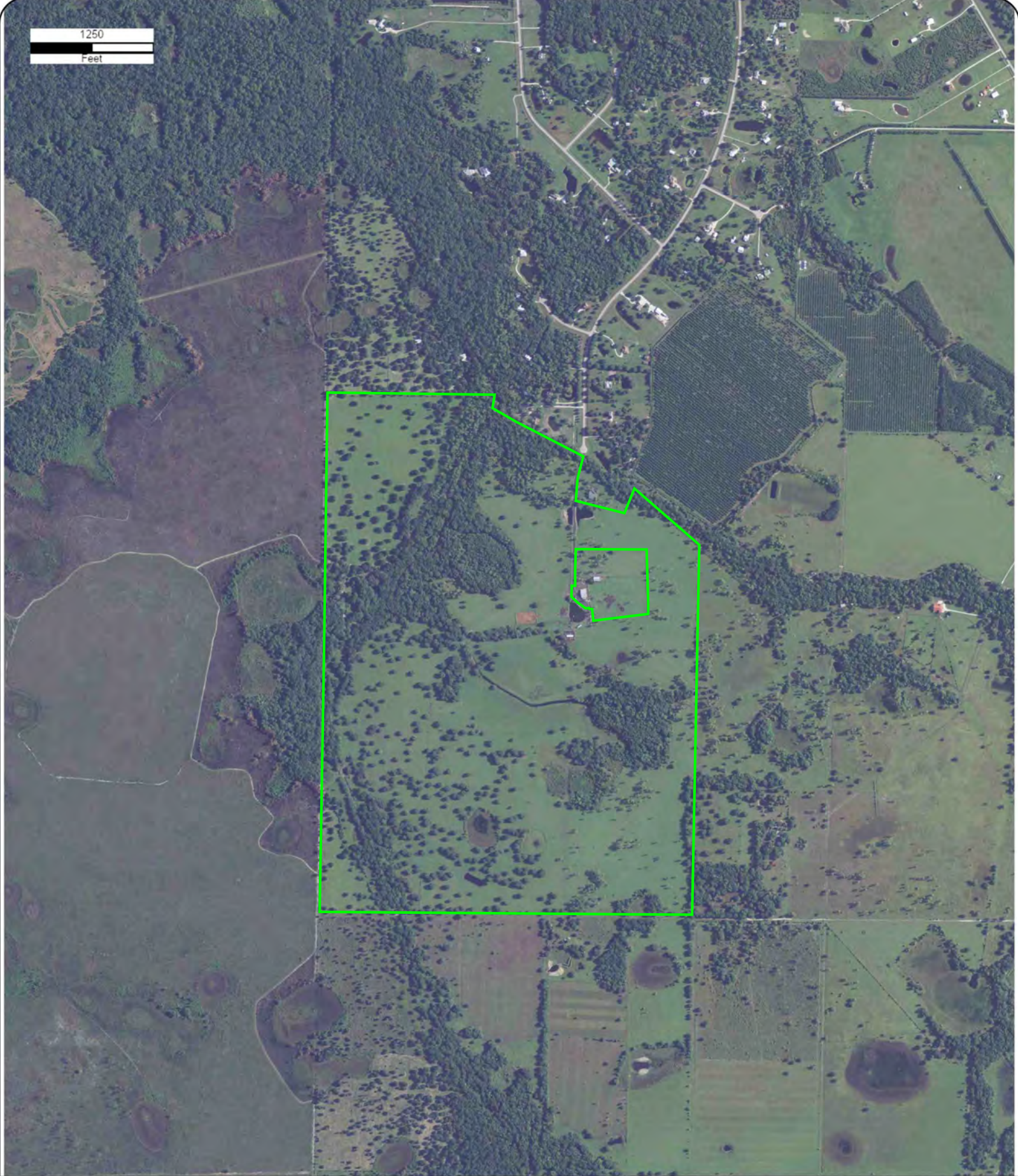
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Comment:

Address: Mossy Island Ranch, Myakka City, Florida
Approx Center: -82.2304854,27.26697513

Order No: 26071603044



1250
Feet



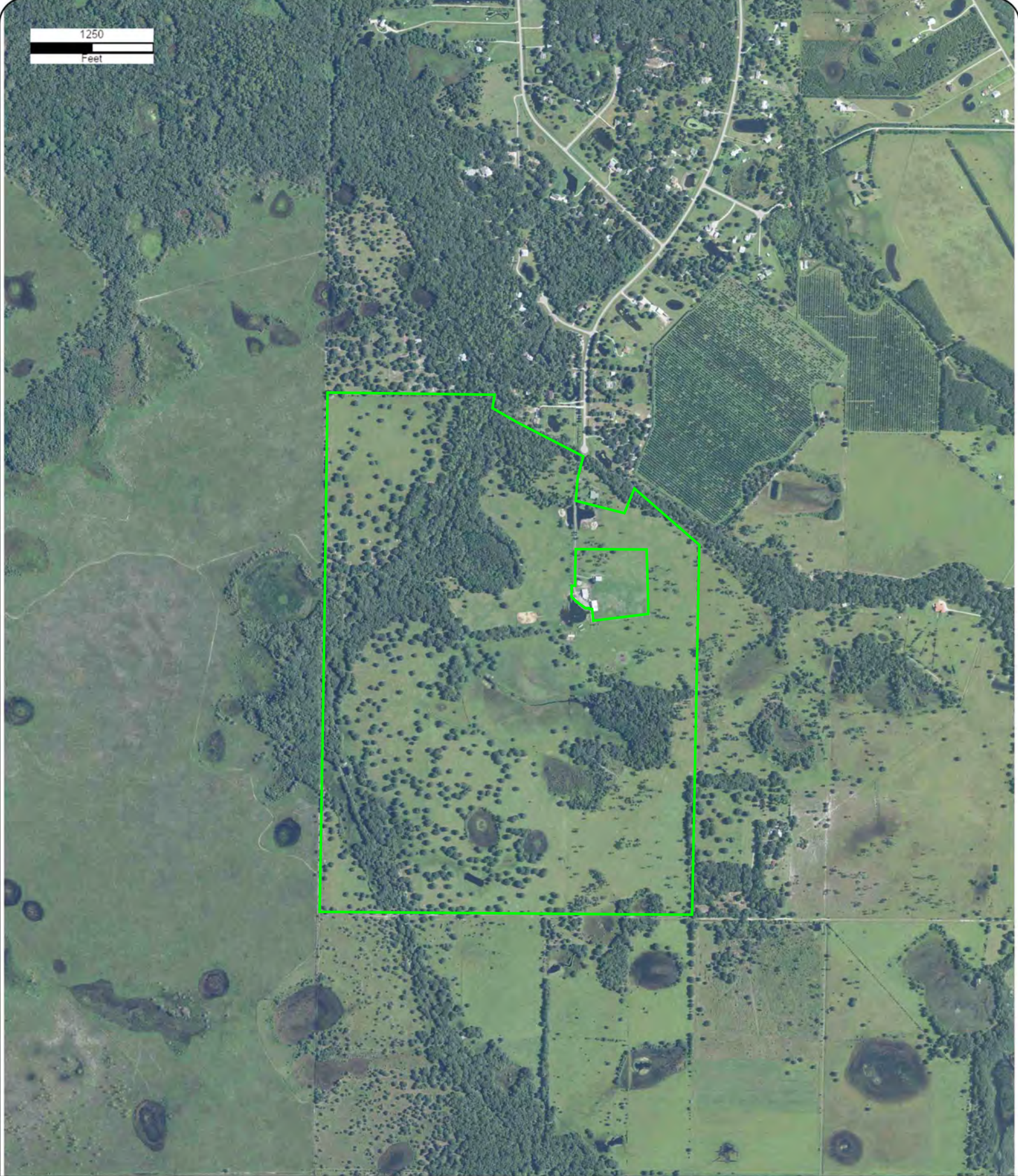
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Scale: 1" = 1250'
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Approx Center: -82.2304854,27.26697513

Order No: 26071603044



1250
Feet



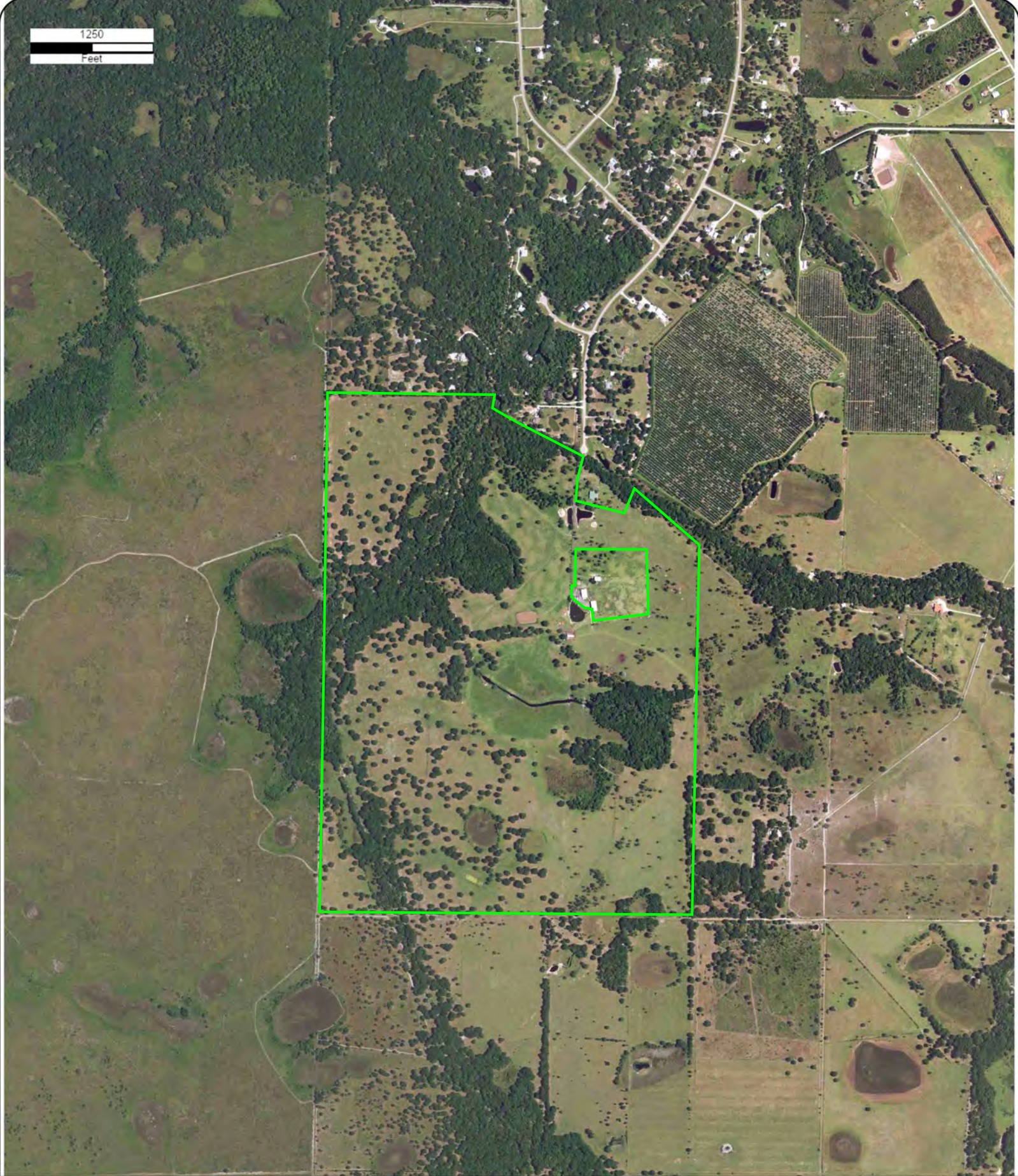
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Order No: 26071603044



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Feet

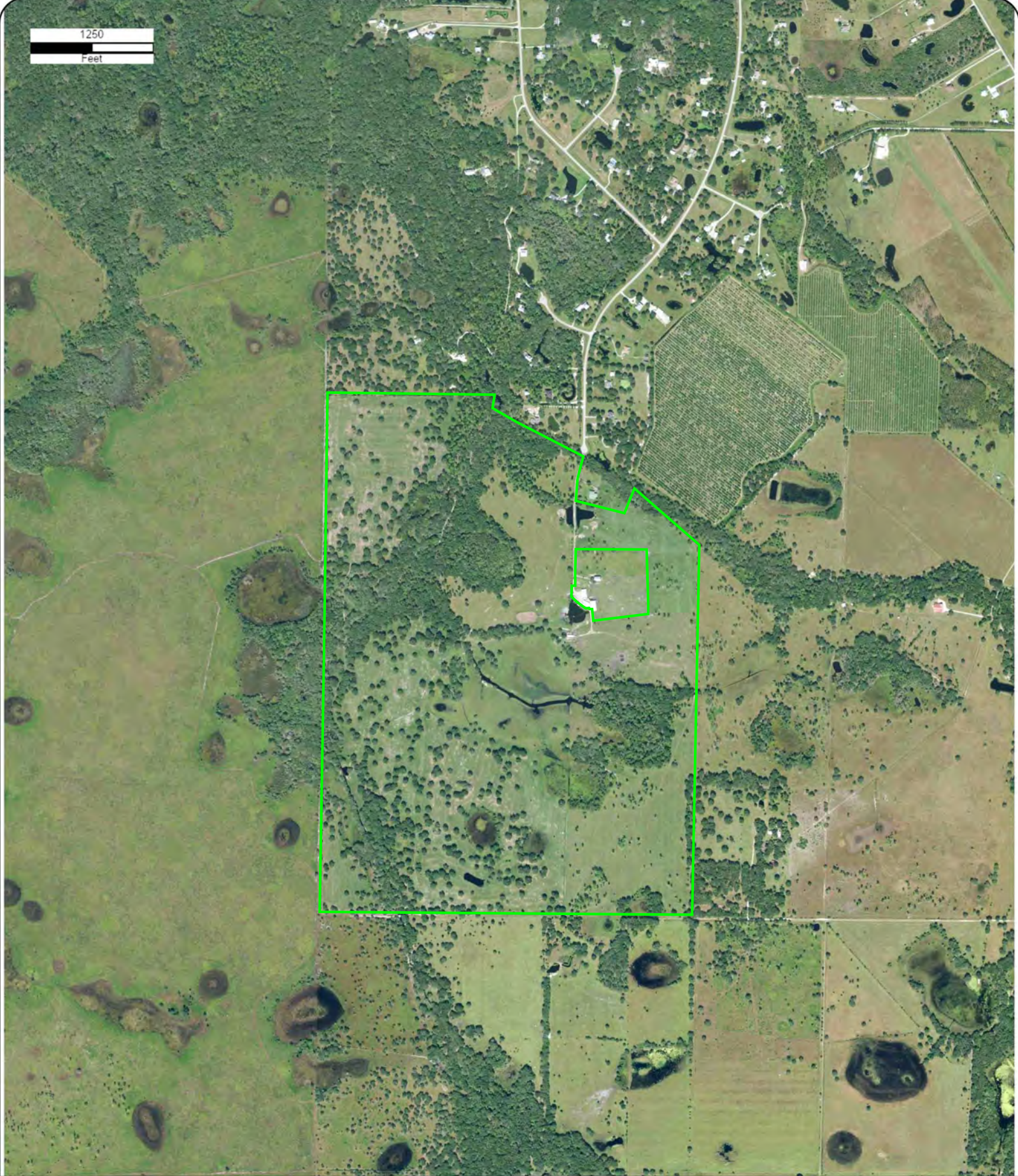


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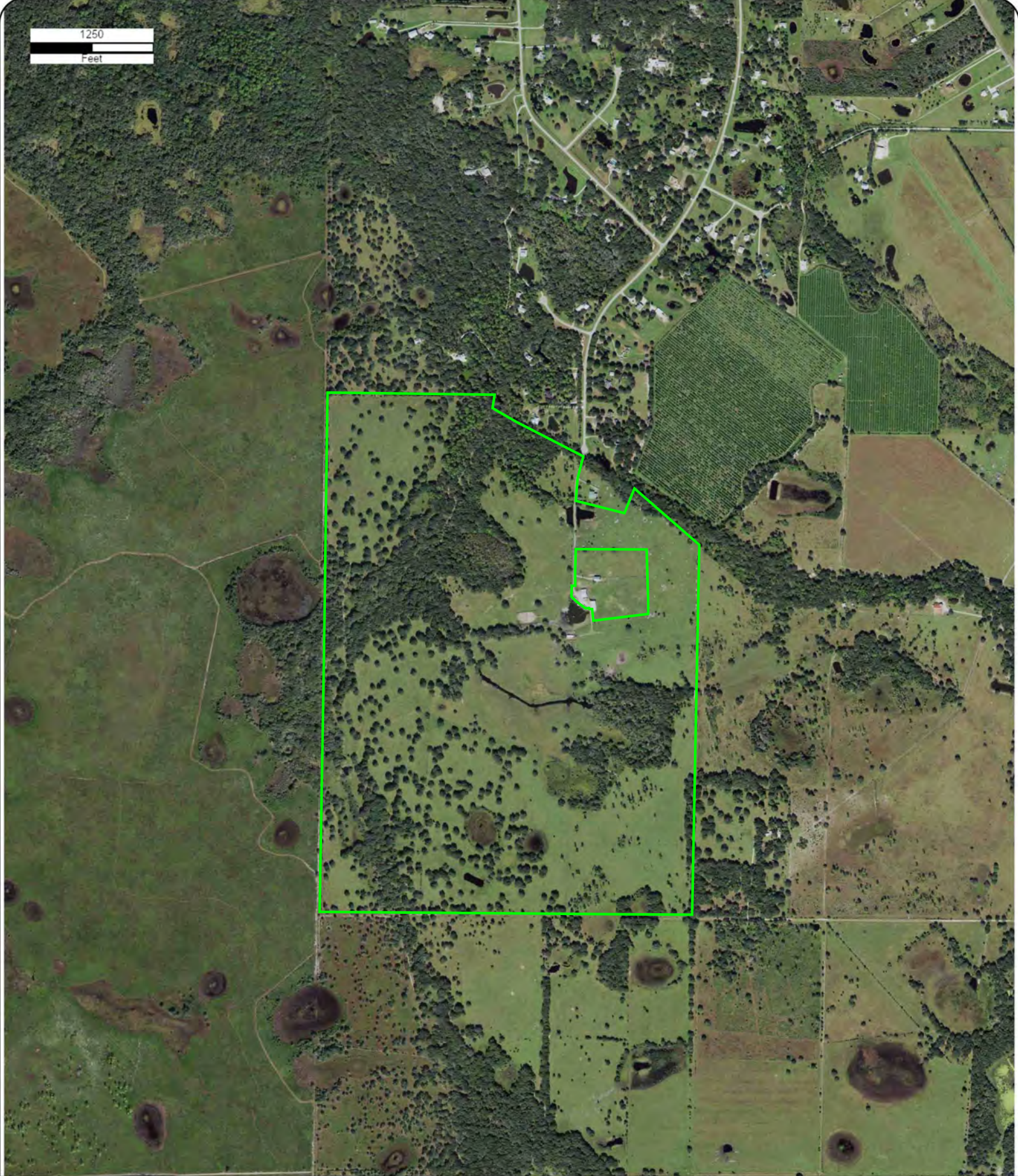
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Approx Center: -82.2304854,27.26697513

Order No: 26071603044





1250
Feet



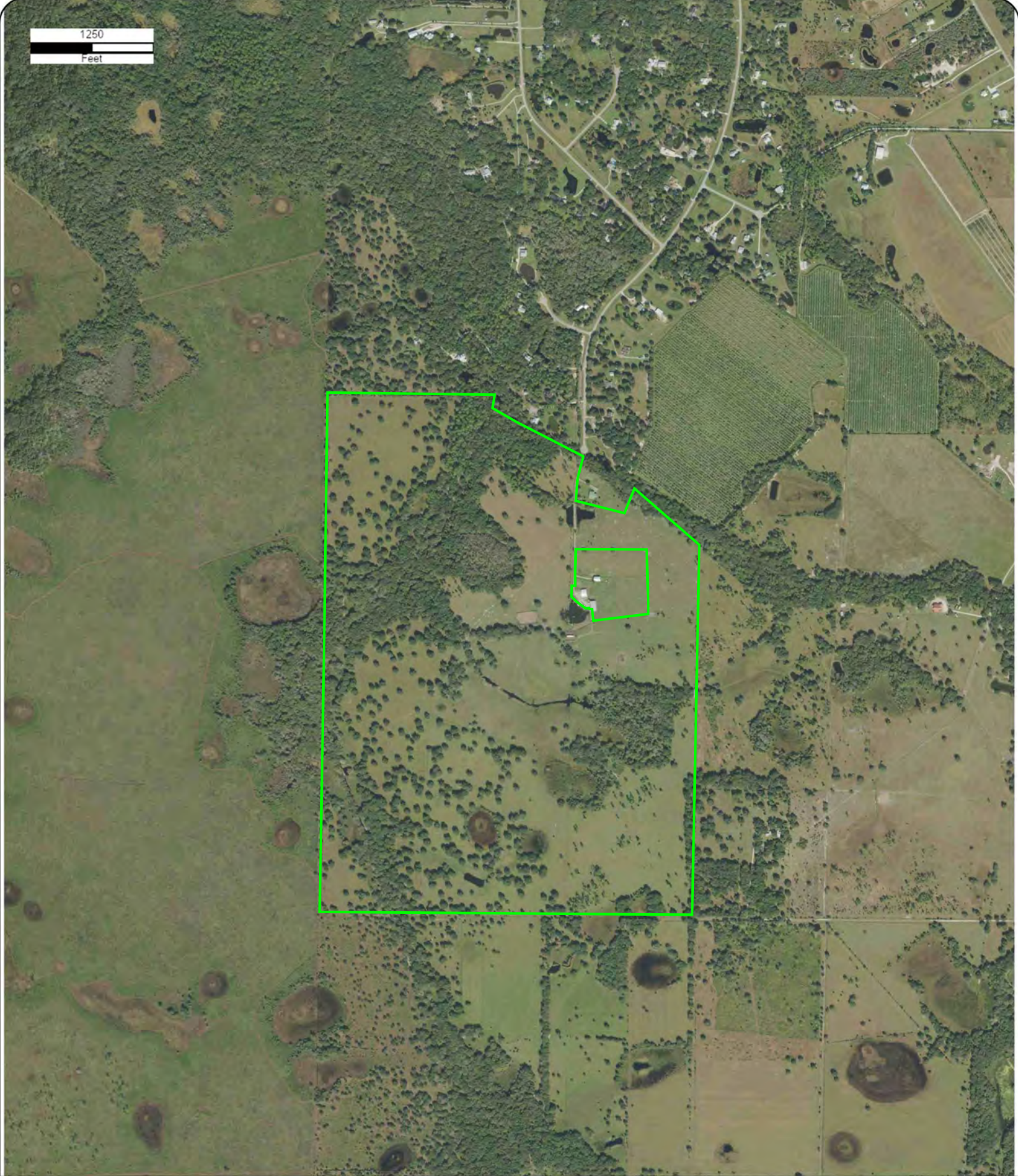
Year: 2019
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Order No: 26071603044



1250
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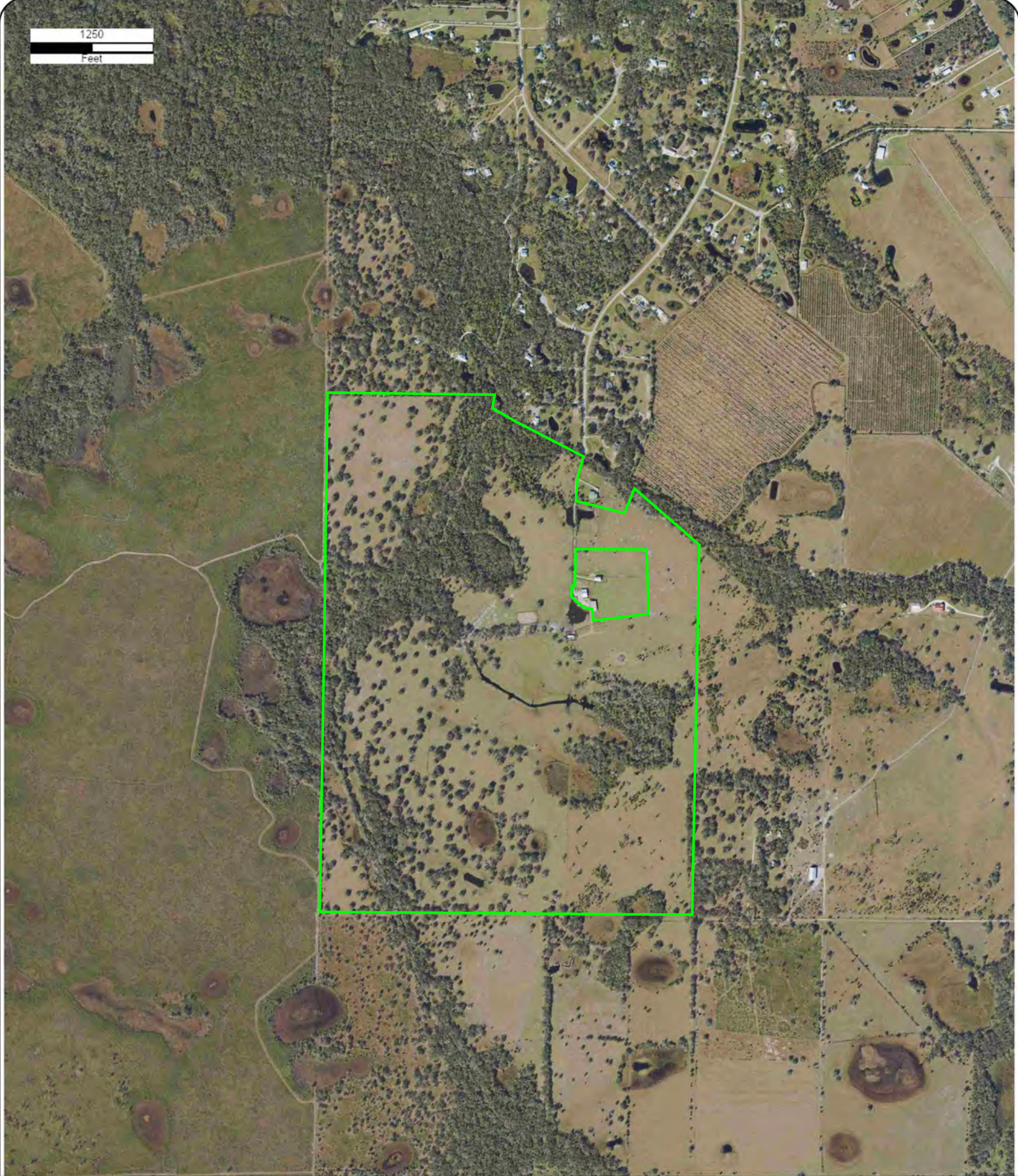
Year: 2021
Source: USDA
Scale: 1" = 1250'
Comment:

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Approx Center: -82.2304854,27.26697513

Order No: 26071603044



1250
Feet



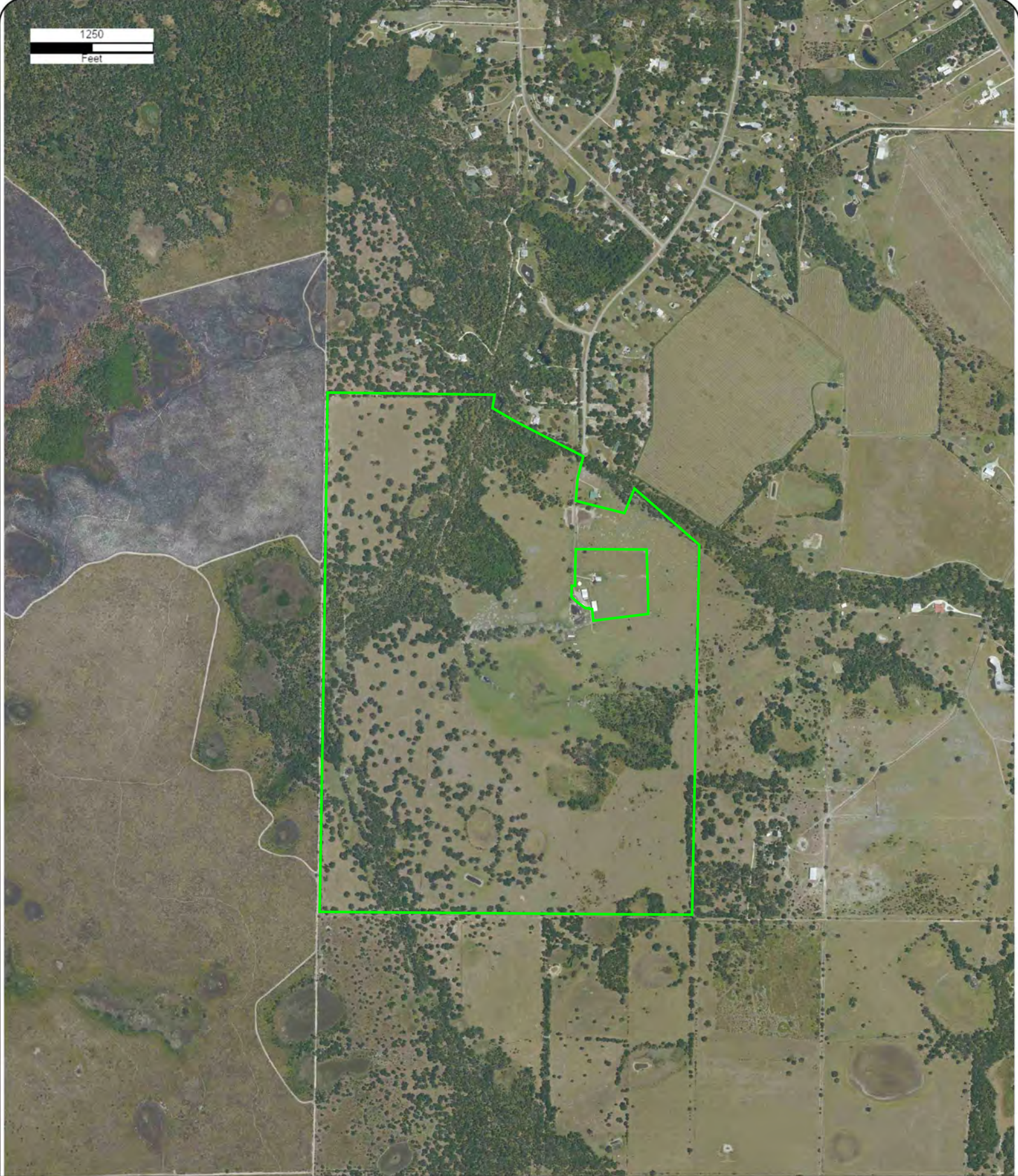
Year: 2023
Source: USDA
Scale: 1" = 1250'
Comment:

Address: Mossy Island Ranch, Myakka City, Florida
Approx Center: -82.2304854,27.26697513

Order No: 26071603044



1250
Feet



Year: 2025
Source: USDA
Scale: 1" = 1250'
Comment:

Address: Mossy Island Ranch, Myakka City, Florida
Approx Center: -82.2304854,27.26697513

Order No: 26071603044





TOPOGRAPHIC MAPS

Project Property:	Mossy Island Ranch
	Mossy Island Ranch
	Myakka City FL None
Project No:	1000026813
Requested By:	Terracon
Order No:	26071603044
Date Completed:	July 17, 2026

Environmental Risk Information Services

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We have searched USGS collections of current topographic maps and historical topographic maps for the project property. Below is a list of maps found for the project property and adjacent area. Maps are from 7.5 and 15 minute topographic map series, if available.

Year	Map Series
1956	7.5
1972	7.5
2012	7.5
2015	7.5
2018	7.5
2021	7.5
2024	7.5

Topographic Map Symbolology for the maps may be available in the following documents:

Pre-1947

[Page 223 of 1918 Topographic Instructions](#)

[Page 130 of 1928 Topographic Instructions](#)

1947-2009

[Topographic Map Symbols](#)

2009-present

[US Topo Map Symbols](#)

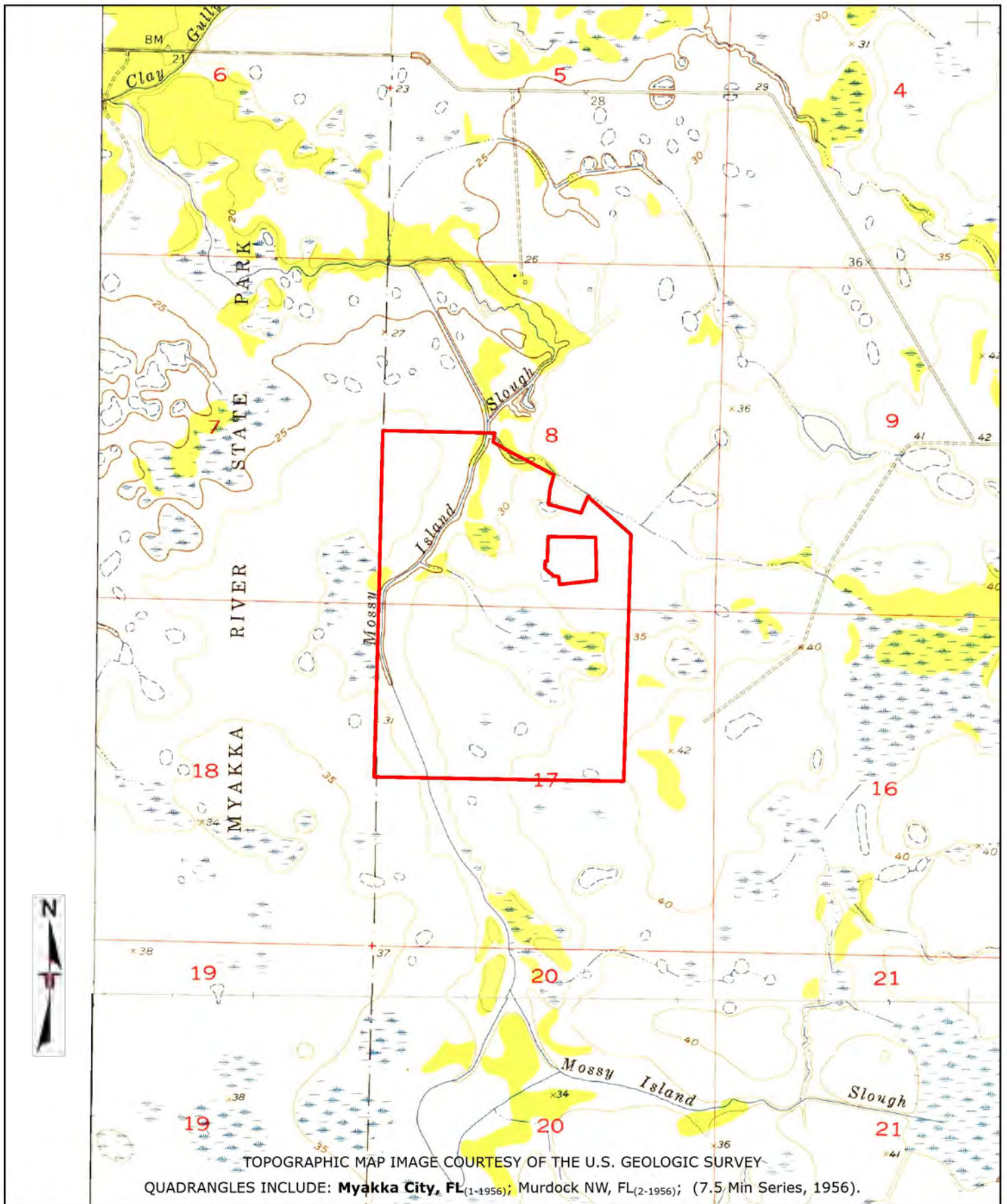
Topographic Maps included in this report are produced by the USGS and are to be used for research purposes including a phase I report. Maps are not to be resold as commercial property.

No warranty of Accuracy or Liability for ERIS: The information contained in this report has been produced by ERIS Information Inc.(in the US) and ERIS Information Limited Partnership (in Canada), both doing business as 'ERIS', using Topographic Maps produced by the USGS. This maps contained herein does not purport to be and does not constitute a guarantee of the accuracy of the information contained herein. Although ERIS has endeavored to present you with information that is accurate, ERIS disclaims, any and all liability for any errors, omissions, or inaccuracies in such information and data, whether attributable to inadvertence, negligence or otherwise, and for any consequences arising therefrom. Liability on the part of ERIS is limited to the monetary value paid for this report.

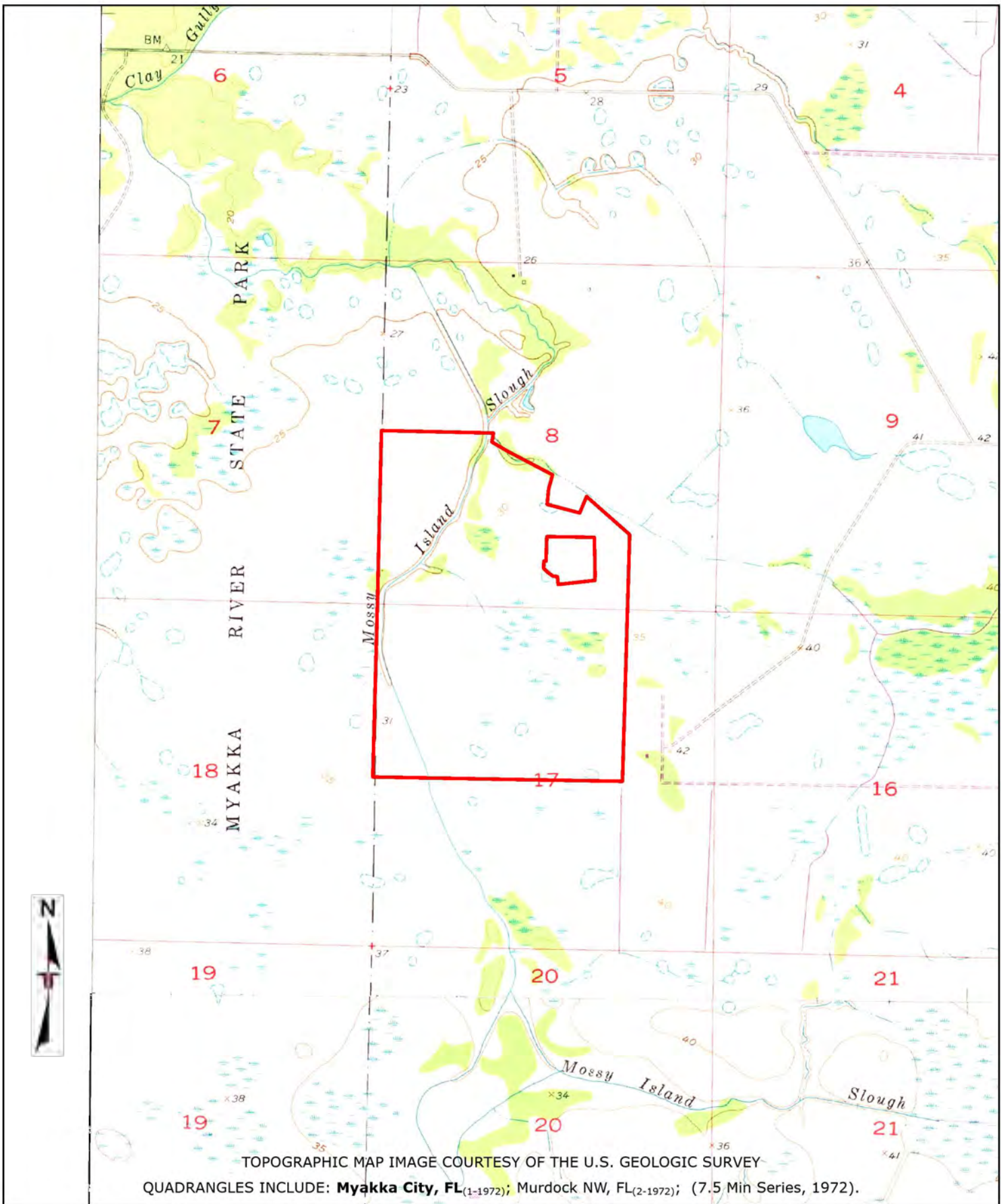
Environmental Risk Information Services

A division of Glacier Media Inc.

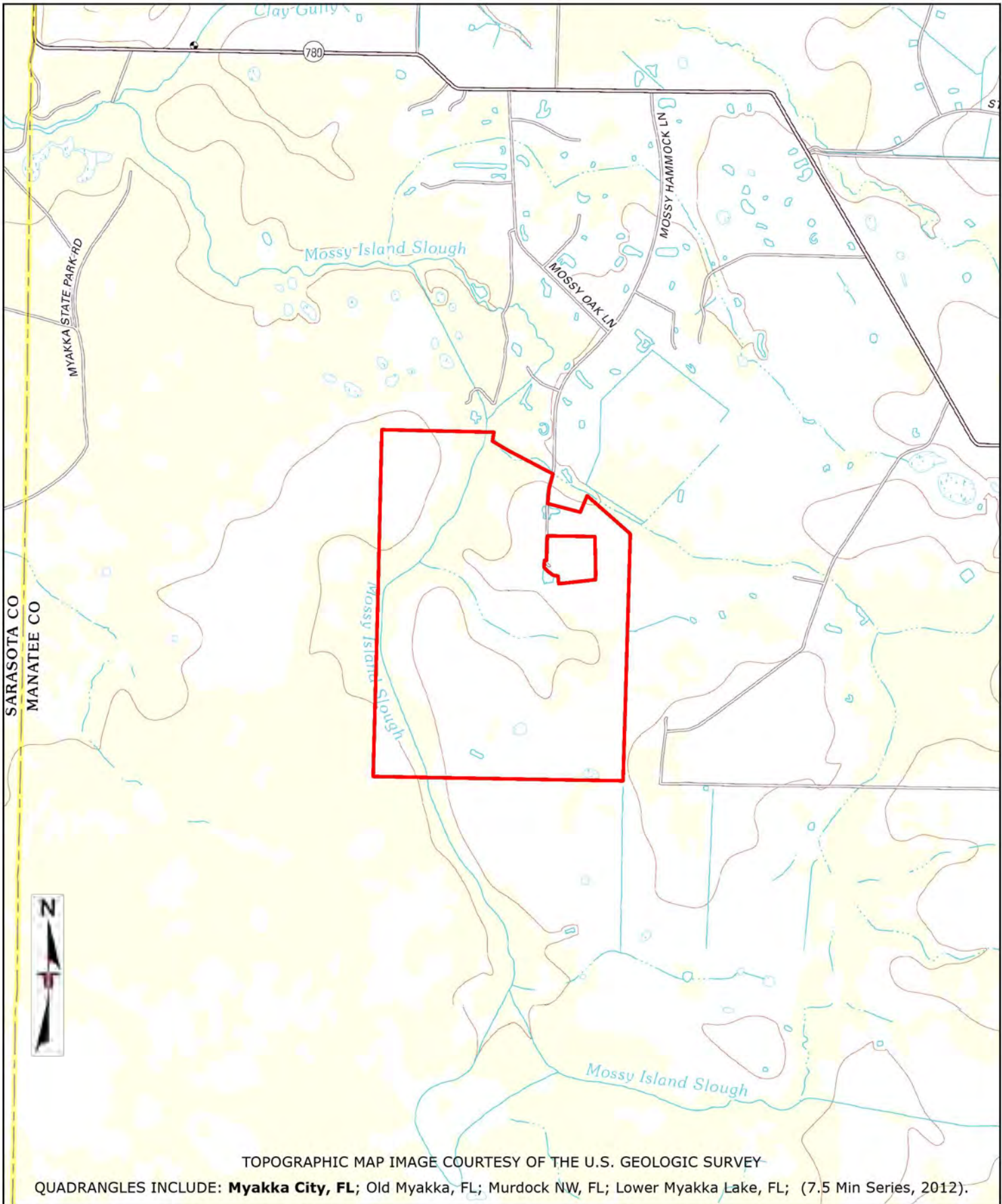
1.866.517.5204 | info@erisinfo.com | erisinfo.com



Project Manager:	Project No: 1000026813	 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (1956)	Appendix
Drawn By:	Scale: 1" = 2000'		Mossy Island Ranch Mossy Island Ranch Myakka City, Florida	C
Checked By:	File Name: 26071603044			
Approved By:	Date: 2026-07-17			



Project Manager:	Project No: 1000026813	 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (1972)	Appendix
Drawn By:	Scale: 1" = 2000'		Mossy Island Ranch Mossy Island Ranch Myakka City, Florida	C
Checked By:	File Name: 26071603044			
Approved By:	Date: 2026-07-17			



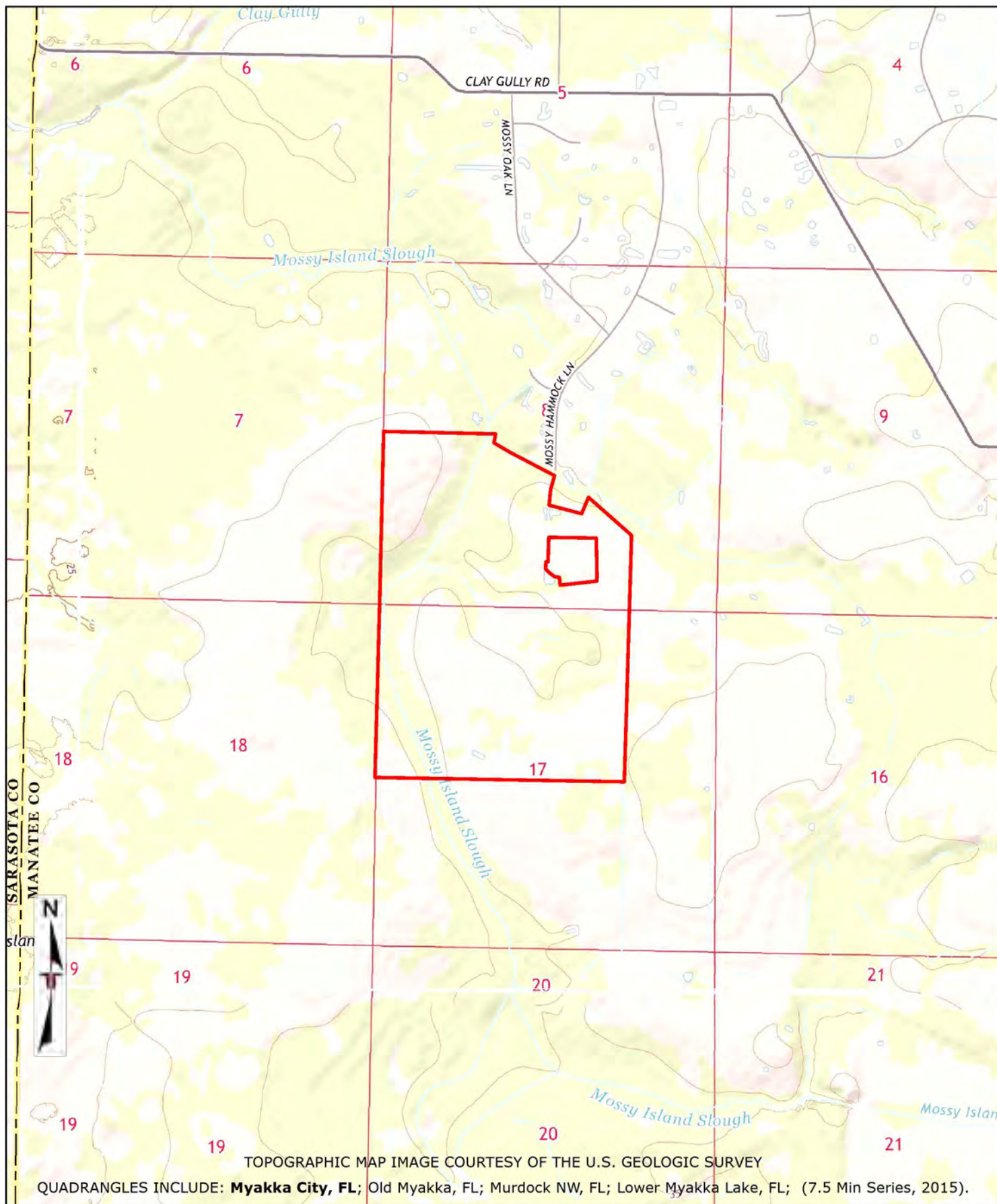
Project Manager:	Project No: 1000026813
Drawn By:	Scale: 1" = 2000'
Checked By:	File Name: 26071603044
Approved By:	Date: 2026-07-17



3559 Timberlane School Rd
Tallahassee, Florida 32312

TOPOGRAPHIC MAP (2012)
Mossy Island Ranch Mossy Island Ranch Myakka City, Florida

Appendix
C



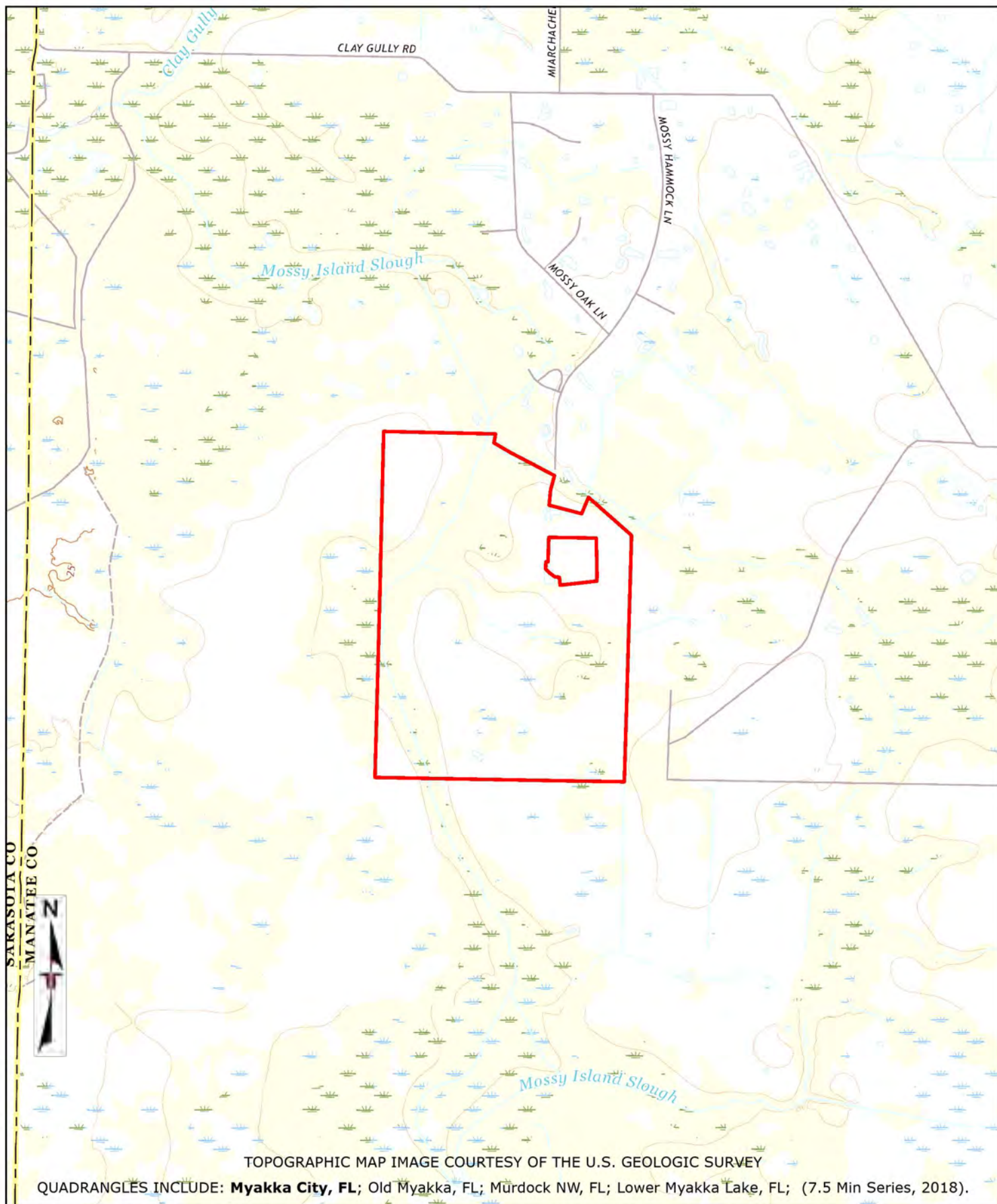
Project Manager:	Project No: 1000026813
Drawn By:	Scale: 1" = 2000'
Checked By:	File Name: 26071603044
Approved By:	Date: 2026-07-17

tterracon

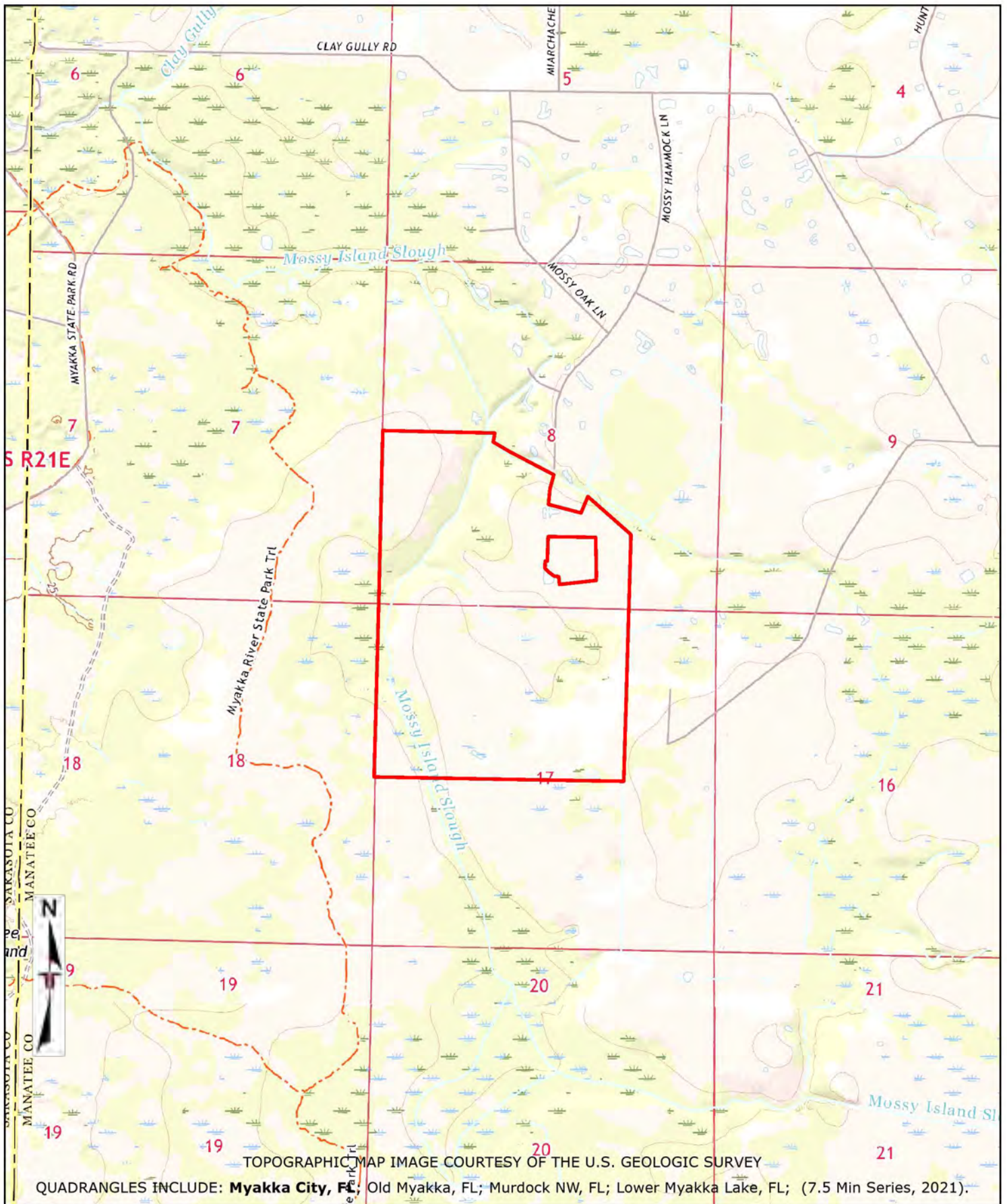
3559 Timberlane School Rd
Tallahassee, Florida 32312

TOPOGRAPHIC MAP (2015)
Mossy Island Ranch Mossy Island Ranch Myakka City, Florida

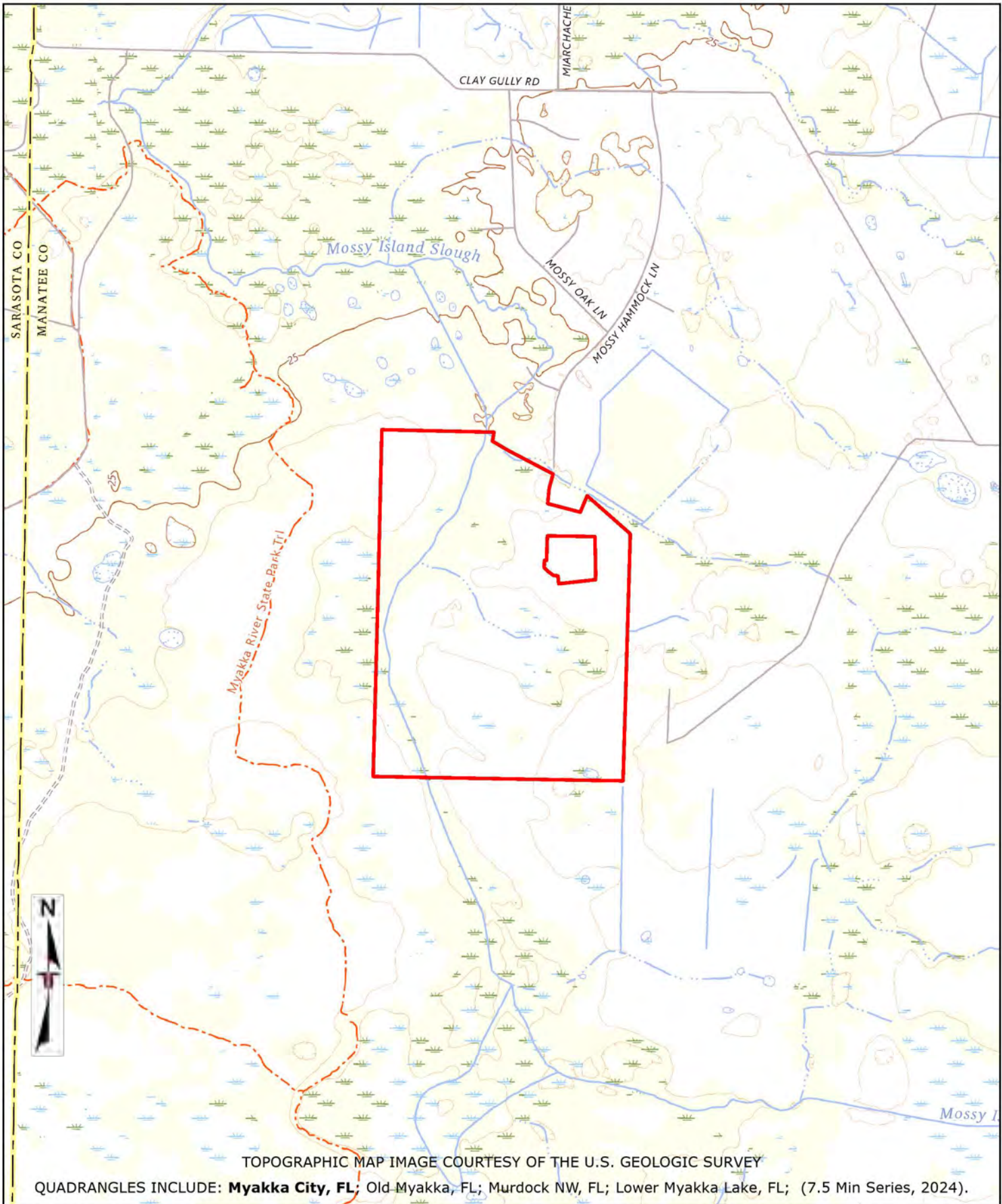
Appendix
C



Project Manager:	Project No: 1000026813	 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (2018)	Appendix
Drawn By:	Scale: 1" = 2000'		Mossy Island Ranch Mossy Island Ranch Myakka City, Florida	C
Checked By:	File Name: 26071603044			
Approved By:	Date: 2026-07-17			



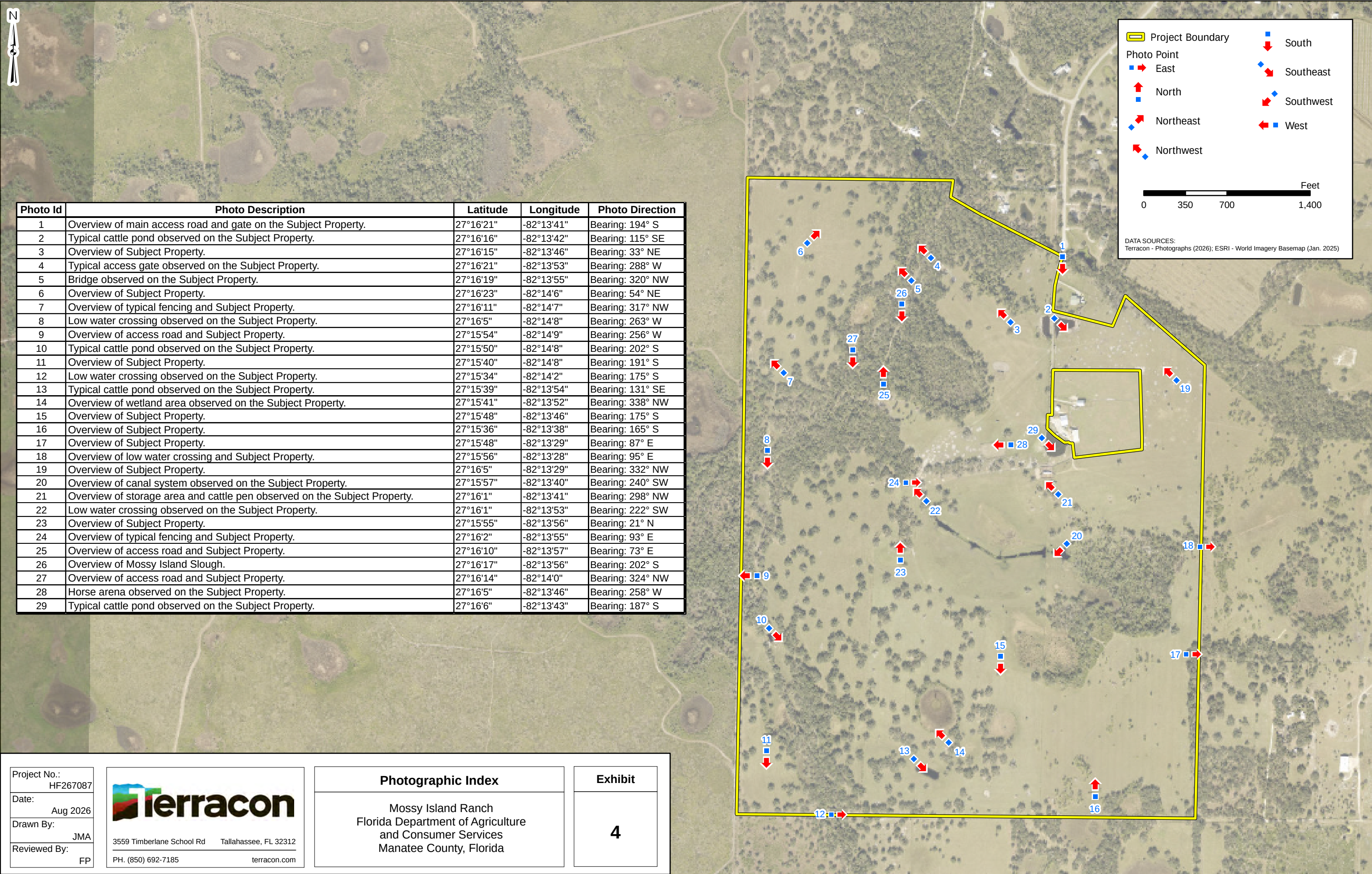
Project Manager:	Project No: 1000026813	 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (2021)	Appendix
Drawn By:	Scale: 1" = 2000'		Mossy Island Ranch Mossy Island Ranch Myakka City, Florida	C
Checked By:	File Name: 26071603044			
Approved By:	Date: 2026-07-17			



Project Manager:	Project No: 1000026813	 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (2024)	Appendix
Drawn By:	Scale: 1" = 2000'		Mossy Island Ranch Mossy Island Ranch Myakka City, Florida	C
Checked By:	File Name: 26071603044			
Approved By:	Date: 2026-07-17			

Appendix D

Photodocumentation



Project No.:
HF267087

Date:
Aug 2026

Drawn By:
JMA

Reviewed By:
FP



3559 Timberlane School Rd Tallahassee, FL 32312

PH. (850) 692-7185 terracon.com

Photographic Index

Mossy Island Ranch
Florida Department of Agriculture
and Consumer Services
Manatee County, Florida

Exhibit

4



Photo 1: Overview of main access road and gate on the Subject Property.



Photo 2: Typical cattle pond observed on the Subject Property.



Photo 3: Overview of Subject Property.



Photo 4: Typical access gate observed on the Subject Property.



Photo 5: Bridge observed on the Subject Property.



Photo 6: Overview of Subject Property.



Photo 7: Overview of typical fencing and Subject Property.



Photo 8: Low water crossing observed on the Subject Property.



Photo 9: Overview of access road and Subject Property.



Photo 10: Typical cattle pond observed on the Subject Property.



Photo 11: Overview of Subject Property.



Photo 12: Low water crossing observed on the Subject Property.



Photo 13: Typical cattle pond observed on the Subject Property.



Photo 14: Overview of wetland area observed on the Subject Property.



Photo 15: Overview of Subject Property.



Photo 16: Overview of Subject Property.



Photo 17: Overview of Subject Property.



Photo 18: Overview of low water crossing and Subject Property.

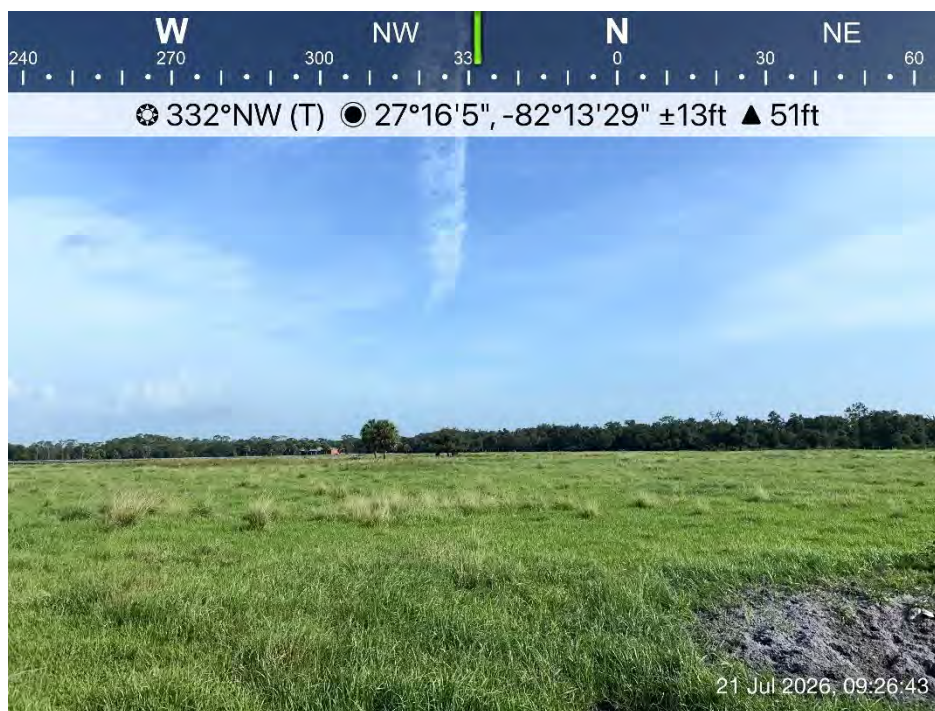


Photo 19: Overview of Subject Property.



Photo 20: Overview of canal system observed on the Subject Property.



Photo 21: Overview of storage area and cattle pen observed on the Subject Property.



Photo 22: Low water crossing observed on the Subject Property.



Photo 23: Overview of Subject Property.



Photo 24: Overview of typical fencing and Subject Property.



Photo 25: Overview of access road and Subject Property.



Photo 26: Overview of Mossy Island Slough.



Photo 27: Overview of access road and Subject Property.



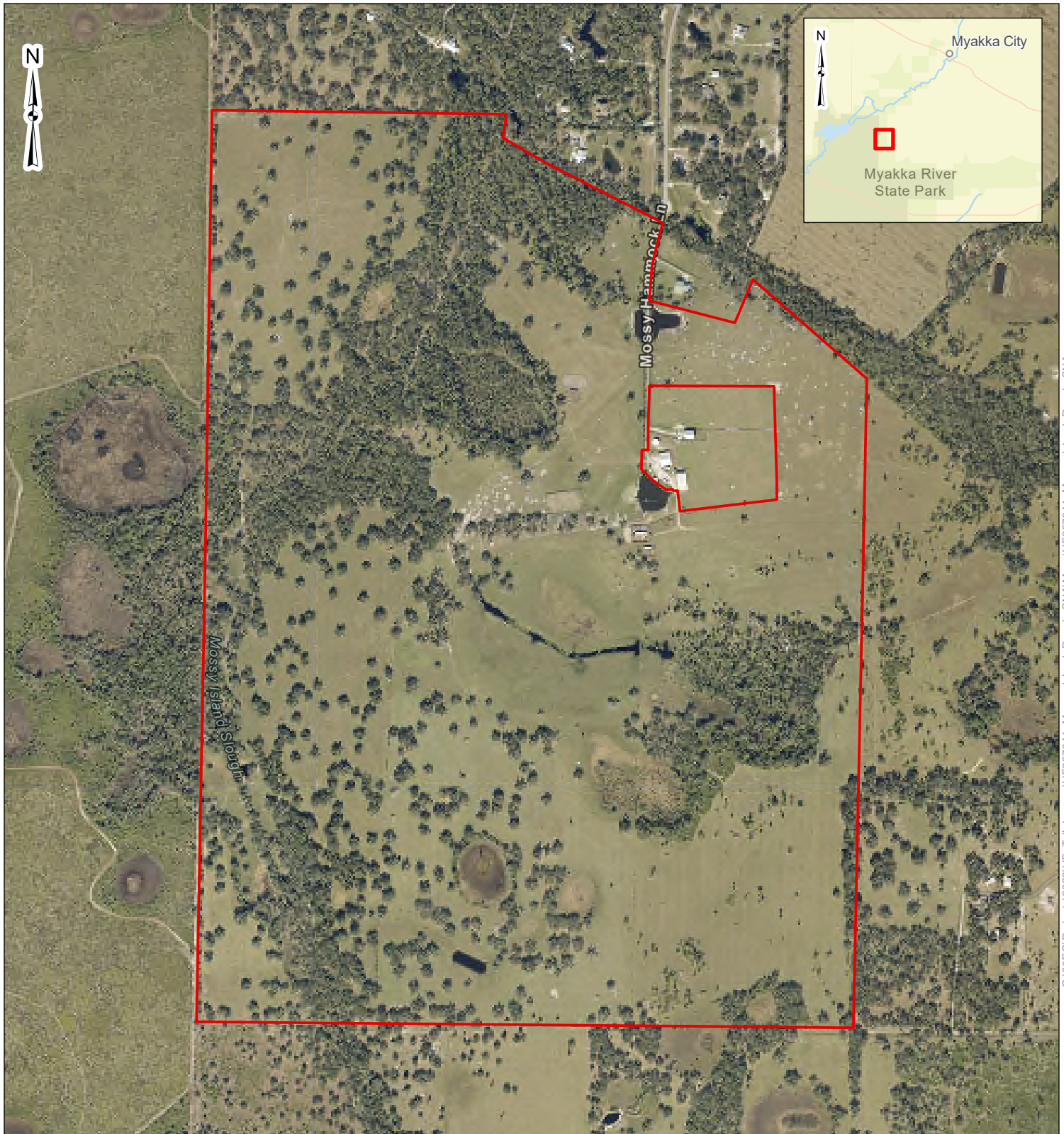
Photo 28: Horse arena observed on the Subject Property.



Photo 29: Typical cattle pond observed on the Subject Property.

Appendix E

Significant Natural Areas (SNA) Map



 Project Boundary (420.91 ac.±)



***No Significant Natural Areas were identified within the project boundary.**

DATA SOURCES:
Terracon - Significant Natural Area identification; FDOT -
Tiled Aerials (2025) & Esri - Streets Map

Project No.:	HF267041
Date:	Mar 2026
Drawn By:	JMA
Reviewed By:	FP

3559 Timberlane School Rd Tallahassee, FL 32312

PH. (850) 692-7185 terracon.com

Significant Natural Areas	Exhibit
Mossy Island Ranch Florida Department of Agriculture and Consumer Services Myakka City, Manatee County, Florida	1

Appendix F

Listed Species Reports & Other Wildlife Reports



1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
fax 850-681-9364
www.fnai.org

July 17, 2026

Lindsay James
Terracon
3559 Timberlane School Rd.
Tallahassee, FL 32312

Dear Ms. James,

Thank you for requesting information from the Florida Natural Areas Inventory (FNAI). At your request we have produced the following report for your project area.

The purpose of this Standard Data Report is to provide objective scientific information on natural resources located in the vicinity of a site of interest, in order to inform those involved in project planning and evaluation. This Report makes no determination of the suitability of a proposed project for this location, or the potential impacts of the project on natural resources in the area.

Project: Mossy Island Ranch

Date Received: 7/13/2026

Location: Manatee County

Element Occurrences

A search of our maps and database indicates that we currently have several element occurrences mapped in the vicinity of the study area (see enclosed map and element occurrence table). Please be advised that a lack of element occurrences in the FNAI database is not a sufficient indication of the absence of rare or endangered species on a site.

The element occurrences data layer includes occurrences of rare species and natural communities. The map legend indicates that some element occurrences occur in the general vicinity of the label point. This may be due to lack of precision of the source data, or an element that occurs over an extended area (such as a wide ranging species or large natural community). For animals and plants, element occurrences generally refer to more than a casual sighting; they usually indicate a viable population of the species. Note that some element occurrences represent historically documented observations which may no longer be extant. Extirpated element occurrences will be marked with an 'X' following the occurrence label on the enclosed map.

Likely and Potential Rare Species

In addition to documented occurrences, other rare species and natural communities may be identified on or near the site based on habitat models and species range models (see enclosed Biodiversity Matrix Report). These species should be taken into consideration in field surveys, land management, and impact avoidance and mitigation.

FNAI habitat models indicate areas, which based on land cover type, offer suitable habitat for one or more rare species that is known to occur in the vicinity. Habitat models have been developed for approximately 300 of the rarest species tracked by the Inventory, including all federally listed species.



Florida Resources
and Environmental
Analysis Center

Institute of Science
and Public Affairs

The Florida State University

Tracking Florida's Biodiversity

FNAI species range models indicate areas that are within the known or predicted range of a species, based on climate variables, soils, vegetation, and/or slope. Species range models have been developed for approximately 340 species, including all federally listed species.

The FNAI Biodiversity Matrix Geodatabase compiles Documented, Likely, and Potential species and natural communities for each square mile Matrix Unit statewide.

CLIP

The enclosed map shows natural resource conservation priorities based on the Critical Lands and Waters Identification Project. CLIP is based on many of the same natural resource data developed for the Florida Forever Conservation Needs Assessment, but provides an overall picture of conservation priorities across different resource categories, including biodiversity, landscapes, surface waters, and aggregated CLIP priorities (that combine the individual resource categories). CLIP is also based primarily on remote sensed data and is not intended to be the definitive authority on natural resources on a site.

For more information on CLIP, visit <https://www.fnai.org/services/clip>.

Managed Areas

Portions of the site appear to be located adjacent to Myakka River State Park, managed by the FL Dept. of Environmental Protection, Div. of Recreation and Parks and adjacent to Myakka Prairie Conservation Easements, managed by Southwest Florida Water Management District.

Land Acquisition Projects

This site appears to be located within the Myakka Ranchlands Florida Forever BOT Project, which is part of the State of Florida's Conservation and Recreation Lands land acquisition program. For more information on this Florida Forever Project, contact the Florida Department of Environmental Protection, Division of State Lands or visit <https://floridadep.gov/lands/environmental-services/content/florida-forever>.

Florida Forever Board of Trustees (BOT) projects are proposed and acquired through the Florida Department of Environmental Protection, Division of State Lands. The state has no specific land management authority over these lands until they are purchased.

The Inventory always recommends that professionals familiar with Florida's flora and fauna conduct a site-specific survey to determine the current presence or absence of rare, threatened, or endangered species.

Please visit www.fnai.org/species-communities/tracking-main for county or statewide element occurrence distributions and links to more element information.

The database maintained by the Florida Natural Areas Inventory is the single most comprehensive source of information available on the locations of rare species and other significant ecological resources. However, the data are not always based on comprehensive or site-specific field surveys. Therefore this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. Inventory data are designed for the purposes of conservation planning and scientific research, and are not intended for use as the primary criteria for regulatory decisions.

Information provided by this database may not be published without prior written notification to the Florida Natural Areas Inventory, and the Inventory must be credited as an information source in these publications. **The maps contain sensitive environmental information, please do not distribute or publish without prior consent from FNAI.** FNAI data may not be resold for profit.

Thank you for your use of FNAI services. An invoice will be mailed separately. If I can be of further assistance, please contact me at (850) 224-8207 or at kbrinegar@fnai.fsu.edu.

Sincerely,

Kerri Brinegar

Kerri Brinegar
GIS / Data Services

Encl



Florida Natural Areas Inventory

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
(850) 224-8207
www.fnai.org

Element Occurrences

- Animals
- Plants
- Communities
- Other
- Data Sensitive



Point Indicates General
Vicinity of Element

Conservation Lands

- Federal
- State
- Local
- Private
- State Aquatic Preserves



Land Acquisition Projects

- Florida Forever
Board of Trustees Projects

- FNAI Rare Species
Habitat
- FNAI Biodiversity Matrix
Square Mile Units

- County Boundary
- Roads
- Water

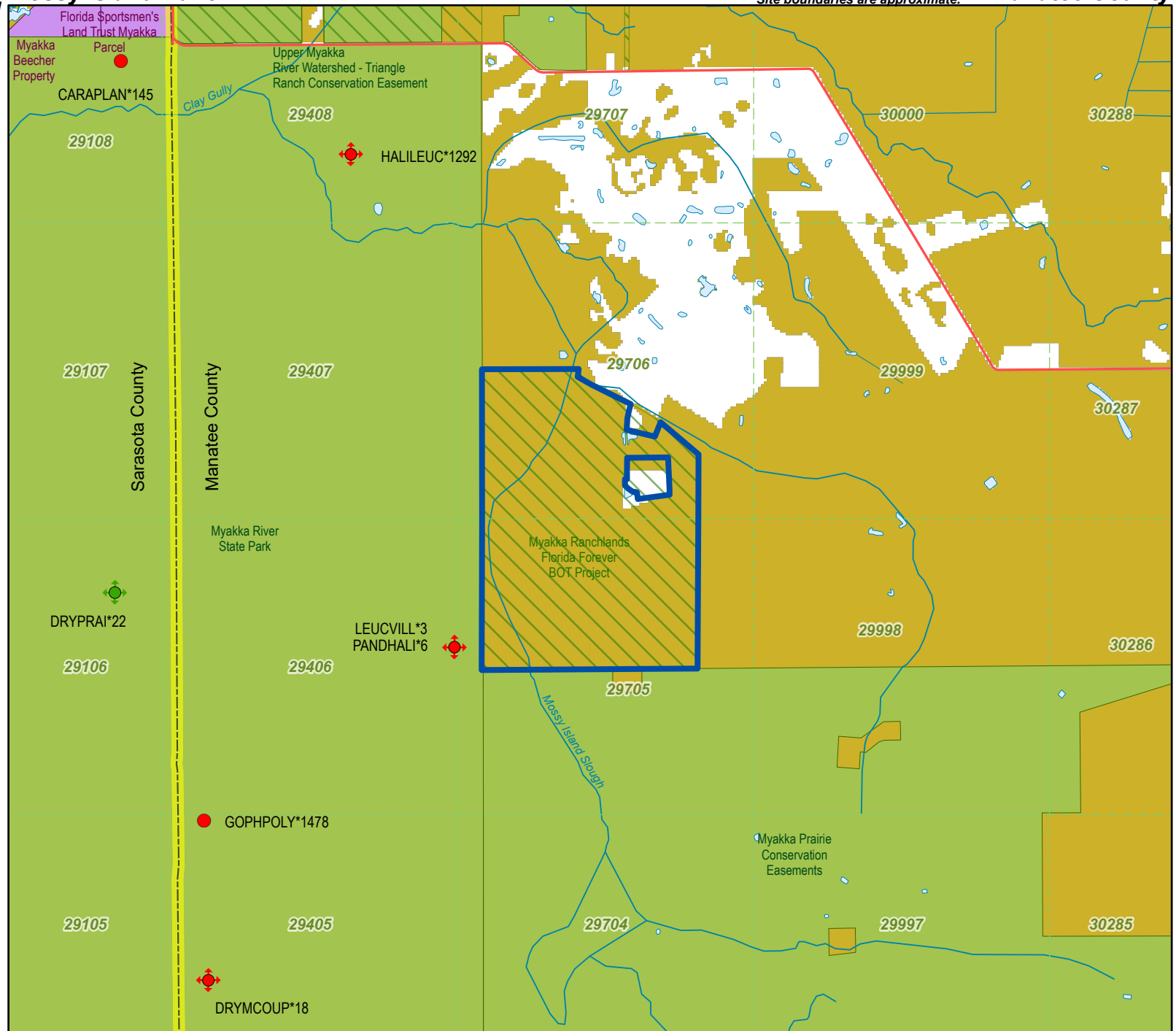
NOTE

This map contains environmentally
sensitive information. Please do not
distribute or publish without prior
consent from FNAI. Map should not
be interpreted without accompanying
documents.

Mossy Island Ranch

Site boundaries are approximate.

Manatee County



0 0.5 1 2
Miles

Map produced by KAB
7/17/2026



1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
(850) 224-8207
www.fnai.org

Florida
Natural Areas
Inventory

CLIP v4.0 Resource Priorities

Biodiversity Resource Category

- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

Landscape Resource Category

- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

Surface Water Resource Category

- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

Aggregated CLIP Priorities

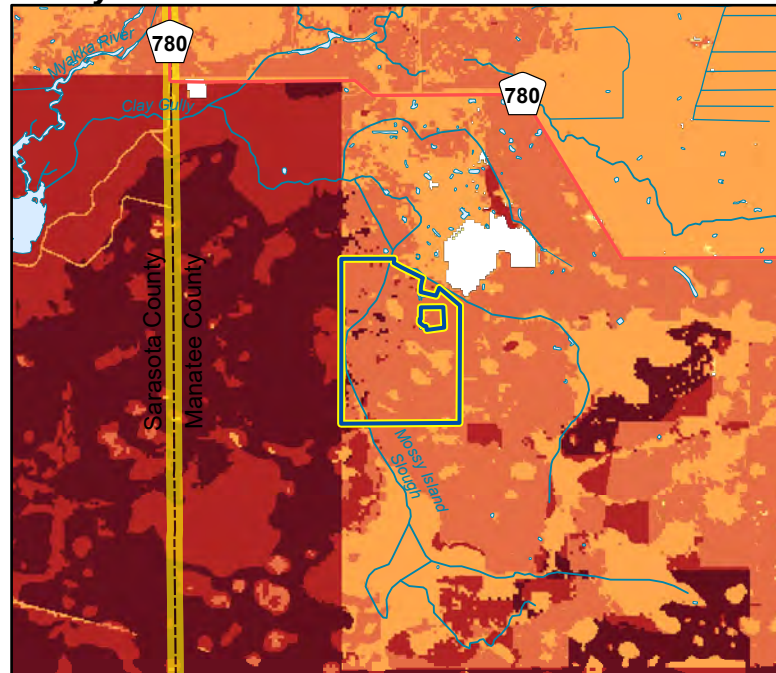
- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

Site Boundary

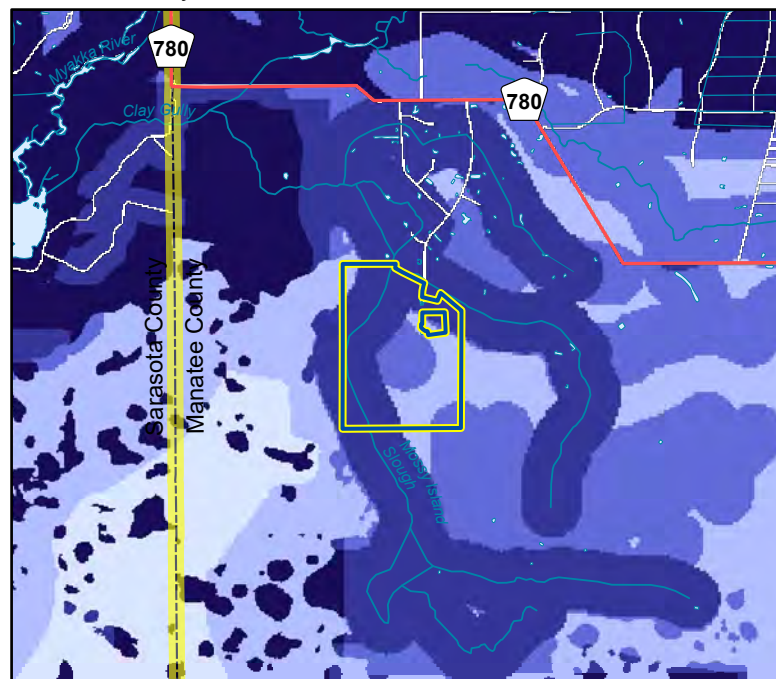
Map should not be interpreted without
accompanying documents.

Critical Lands and Waters Identification Project (CLIP) is a cooperative effort between the FSU Florida Natural Areas Inventory, UF Center for Landscape Conservation Planning, and FL Fish & Wildlife Conservation Commission, with additional funding from FL Dept of Environmental Protection and US Fish & Wildlife Service.

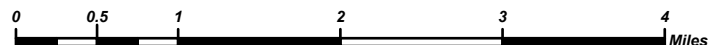
Mossy Island Ranch



CLIP Biodiversity Resource Priorities

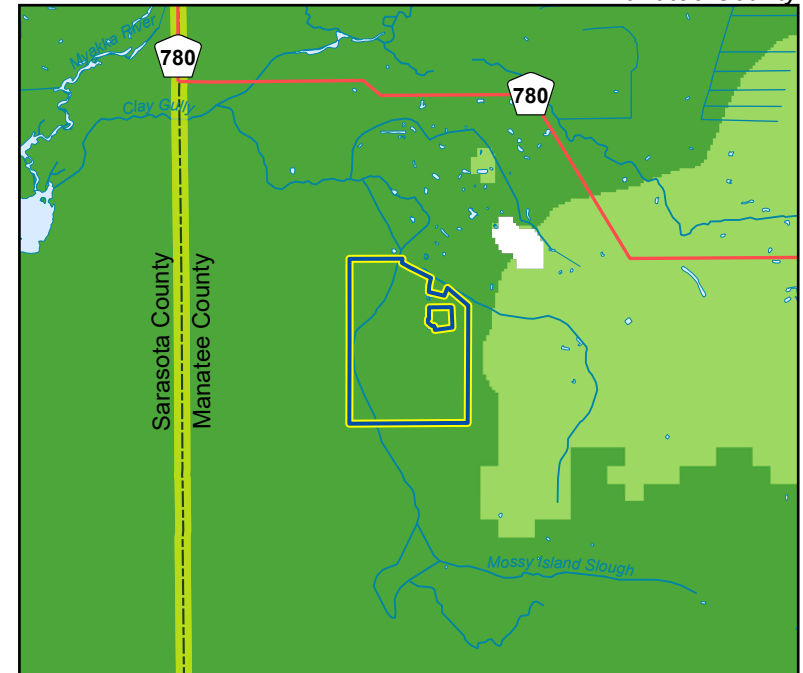


CLIP Surface Water Resource Priorities

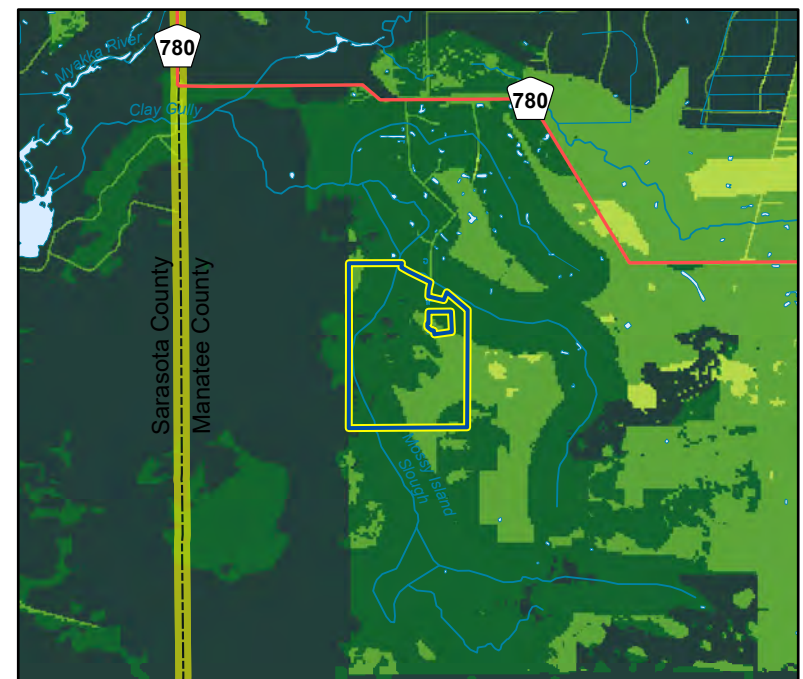


Site boundaries are approximate.

Manatee County



CLIP Landscape Resource Priorities



CLIP Aggregated Resource Priorities

Map produced by KAB
7/17/2026



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Florida
Natural Areas
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FNAI ELEMENT OCCURRENCE REPORT on or near Mossy Island Ranch



Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
ALLIMISS*7	<i>Alligator mississippiensis</i>	American Alligator	G5	S4	SAT	FT(S/A)	1992	1992: ca 600 acres of habitat for alligators (U96DEN01FLUS). 1984: in aquatic habitat throughout park (PNDALV01FLUS).	1992: observed on site (U96DEN01FLUS). 1984: abundant (PNDALV01FLUS).
DRY PRAI*22	Dry prairie		G2	S2	N	N	1999-04-11	OPEN GRASSY PRAIRIE WITH SCATTERED PATCHES OF LOW SHRUBS. THIS AREA WAS LAST ROLLER CHOPPED IN MAY/JUNE 1991 AND LAST BURNED ON 14 APRIL 1998.	1999-04-11: PERMANENT TRANSECT 4B. OPEN TREELESS EXPANSE OF GRASSES AND LOW SHRUBS INCLUDING: LYONIA LUCIDA, SERENOA REPENS, ILEX GLABRA, ANDROPOGON CAPILLIPES, XYRIS BREVIFOLIA, XYRIS FLABELLIFORMIS, DICANTHELIUM SP., ELEOCHARIS SP., VACCINIUM MYRSINITIES AND V. DARROWII, RHYNCHOSPORA PLUMOSA, HYPERICUM REDUCTUM, QUERCUS MINIMA, ASIMINA RETICULATA AND ARISTIDA STRICTA (BEYRICHIANA).
DRYMCUP*18	<i>Drymarchon couperi</i>	Eastern Indigo Snake	G2G3	S2?	T	FT	1984	No general description given	1984 AND EARLIER: FOUND REGULARLY BY PARK STAFF (P84ALV01FLUS). INDIGOS OBSERVED BY: JAMES LAYNE (MOLER INTERVIEW OF J. LAYNE CA. 1981), MAC SHELLEY (DNR, 4 INDIVIDUALS, MOLER INTERVIEW OF M. SHEALEY, 1982-05-17).
GOPHPOLY*1478	<i>Gopherus polyphemus</i>	Gopher Tortoise	G3	S3	N	ST	2009-02-18	Mesic flatwoods	2009: 2 active burrows. 2007: 1 inactive burrow.
HALILEUC*1292	<i>Haliaeetus leucocephalus</i>	Bald Eagle	G5	S3	N	N	2003	2005-07-12: Source does not provide a description.	Nest status: Active, 2003, 2002, 2001, 2000, 1999;(U03FWC01FLUS)
LEUCVILL*3	<i>Leuconotopicus villosus</i>	Hairy Woodpecker	G5	S3	N	N	1984	1984: in hammocks (U83DRP04FLUS).	1984: listed as nesting (U83DRP04FLUS).
PANDHALI*6	<i>Pandion haliaetus</i>	Osprey	G5	S3S4	N	N	1984	VARIOUS, UNSPECIFIED LOCATIONS.	AT LEAST TWO PAIRS NESTING IN PARK (U83DRP04); MANY NESTS (P84ALV01).



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Florida Natural Areas Inventory

Biodiversity Matrix Report



Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing
Matrix Unit ID: 29705					
Likely					
<i>Antigone canadensis pratensis</i>	Florida Sandhill Crane	G5T2	S2	N	ST
<i>Caracara plancus</i>	Crested Caracara	G5	S2	T	FT
Dry prairie		G2	S2	N	N
<i>Drymarchon couperi</i>	Eastern Indigo Snake	G3	S2?	T	FT
Mesic flatwoods		G4	S4	N	N
<i>Mycteria americana</i>	Wood Stork	G4	S2	T, PDL	FT
<i>Neogale frenata peninsulae</i>	Florida Long-tailed Weasel	G5T3?	S3?	N	N
Potential					
<i>Andropogon arctatus</i>	pinewoods bluestem	G3	S3	N	T
<i>Athene cunicularia floridana</i>	Florida Burrowing Owl	G4T3	S3	N	ST
<i>Calopogon multiflorus</i>	many-flowered grass-pink	G2G3	S2S3	N	T
<i>Centrosema arenicola</i>	sand butterfly pea	G2Q	S2	N	E
<i>Corynorhinus rafinesquii</i>	Rafinesque's Big-eared Bat	G3G4	S1	N	N
<i>Dryobates villosus</i>	Hairy Woodpecker	G5	S3	N	N
<i>Eumops floridanus</i>	Florida bonneted bat	G1	S1	E	FE
<i>Gopherus polyphemus</i>	Gopher Tortoise	G3	S3	N	ST
<i>Lithobates capito</i>	Gopher Frog	G2G3	S3	UR	N
<i>Litsea aestivalis</i>	pondspice	G3	S2	N	E
Marsh lake		G4	S4	N	N
<i>Matelea floridana</i>	Florida spiny-pod	G2	S2	N	E
<i>Nemastylis floridana</i>	celestial lily	G3	S3	N	E
<i>Nolina atopocarpa</i>	Florida beargrass	G3	S3	N	T
<i>Pandion haliaetus</i>	Osprey	G5	S3S4	N	N
<i>Podomys floridanus</i>	Florida Mouse	G3	S3	N	N
<i>Rhynchospora megaplumosa</i>	large-plumed beaksedge	G2	S2	N	E
<i>Sciurus niger niger</i>	Southeastern Fox Squirrel	G5T5	S3	N	N
<i>Ursus americanus floridanus</i>	Florida Black Bear	G5T4	S4	N	N
<i>Zephyranthes simpsonii</i>	redmargin zephyrlily	G2G3	S2S3	N	T
Matrix Unit ID: 29706					
Likely					
<i>Antigone canadensis pratensis</i>	Florida Sandhill Crane	G5T2	S2	N	ST
<i>Caracara plancus</i>	Crested Caracara	G5	S2	T	FT
Dry prairie		G2	S2	N	N
<i>Drymarchon couperi</i>	Eastern Indigo Snake	G3	S2?	T	FT
Mesic flatwoods		G4	S4	N	N
<i>Mycteria americana</i>	Wood Stork	G4	S2	T, PDL	FT
<i>Neogale frenata peninsulae</i>	Florida Long-tailed Weasel	G5T3?	S3?	N	N
Potential					
<i>Andropogon arctatus</i>	pinewoods bluestem	G3	S3	N	T
<i>Athene cunicularia floridana</i>	Florida Burrowing Owl	G4T3	S3	N	ST
<i>Calopogon multiflorus</i>	many-flowered grass-pink	G2G3	S2S3	N	T
<i>Centrosema arenicola</i>	sand butterfly pea	G2Q	S2	N	E
<i>Corynorhinus rafinesquii</i>	Rafinesque's Big-eared Bat	G3G4	S1	N	N

Definitions: Documented - Rare species and natural communities documented on or near this site.

Documented-Historic - Rare species and natural communities documented, but not observed/reported within the last twenty years.

Likely - Rare species and natural communities likely to occur on this site based on suitable habitat and/or known occurrences in the vicinity.

Potential - This site lies within the known or predicted range of the species listed.



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Florida
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Biodiversity Matrix Report



Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing
<i>Dryobates villosus</i>	Hairy Woodpecker	G5	S3	N	N
<i>Eumops floridanus</i>	Florida bonneted bat	G1	S1	E	FE
<i>Gopherus polyphemus</i>	Gopher Tortoise	G3	S3	N	ST
<i>Lithobates capito</i>	Gopher Frog	G2G3	S3	UR	N
<i>Litsea aestivalis</i>	pondspice	G3	S2	N	E
<i>Lythrum flagellare</i>	lowland loosestrife	G3	S3	N	E
Marsh lake		G4	S4	N	N
<i>Matelea floridana</i>	Florida spiny-pod	G2	S2	N	E
<i>Nemastylis floridana</i>	celestial lily	G3	S3	N	E
<i>Nolina atopocarpa</i>	Florida beargrass	G3	S3	N	T
<i>Pandion haliaetus</i>	Osprey	G5	S3S4	N	N
<i>Rhynchospora megaplumosa</i>	large-plumed beaksedge	G2	S2	N	E
<i>Sciurus niger niger</i>	Southeastern Fox Squirrel	G5T5	S3	N	N
<i>Ursus americanus floridanus</i>	Florida Black Bear	G5T4	S4	N	N
<i>Zephyranthes simpsonii</i>	redmargin zephyrlily	G2G3	S2S3	N	T

Definitions: Documented - Rare species and natural communities documented on or near this site.

Documented-Historic - Rare species and natural communities documented, but not observed/reported within the last twenty years.

Likely - Rare species and natural communities likely to occur on this site based on suitable habitat and/or known occurrences in the vicinity.

Potential - This site lies within the known or predicted range of the species listed.

Elements and Element Occurrences

An element is any exemplary or rare component of the natural environment, such as a species, natural community, bird rookery, spring, sinkhole, cave, or other ecological feature.

An element occurrence (EO) is an area of land and/or water in which a species or natural community is, or was, present. An EO should have practical conservation value for the Element as evidenced by potential continued (or historical) presence and/or regular recurrence at a given location.

Element Ranking and Legal Status

Using a ranking system developed by NatureServe and the Natural Heritage Program Network, the Florida Natural Areas Inventory assigns two ranks for each element. The global rank is based on an element's worldwide status; the state rank is based on the status of the element in Florida. Element ranks are based on many factors, the most important ones being estimated number of Element Occurrences (EOs), estimated abundance (number of individuals for species; area for natural communities), geographic range, estimated number of adequately protected EOs, relative threat of destruction, and ecological fragility.

FNAI GLOBAL ELEMENT RANK

- G1 = Critically imperiled globally because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.
- G2 = Imperiled globally because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.
- G3 = Either very rare and local throughout its range (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.
- G4 = Apparently secure globally (may be rare in parts of range).
- G5 = Demonstrably secure globally.
- GH = Of historical occurrence throughout its range, may be rediscovered (e.g., ivory-billed woodpecker).
- GX = Believed to be extinct throughout range.
- GXC = Extirpated from the wild but still known from captivity or cultivation.
- G#? = Tentative rank (e.g., G2?).
- G#G# = Range of rank; insufficient data to assign specific global rank (e.g., G2G3).
- G#T# = Rank of a taxonomic subgroup such as a subspecies or variety; the G portion of the rank refers to the entire species and the T portion refers to the specific subgroup; numbers have same definition as above (e.g., G3T1).
- G#Q = Rank of questionable species - ranked as species but questionable whether it is species or subspecies; numbers have same definition as above (e.g., G2Q).
- G#T#Q = Same as above, but validity as subspecies or variety is questioned.
- GU = Unrankable; due to a lack of information no rank or range can be assigned (e.g., GUT2).
- GNA = Ranking is not applicable because the element is not a suitable target for conservation (e.g. a hybrid species).
- GNR = Element not yet ranked (temporary).
- GNRTNR = Neither the element nor the taxonomic subgroup has yet been ranked.

FNAI STATE ELEMENT RANK

- S1 = Critically imperiled in Florida because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.
- S2 = Imperiled in Florida because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.
- S3 = Either very rare and local in Florida (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.
- S4 = Apparently secure in Florida (may be rare in parts of range).
- S5 = Demonstrably secure in Florida.
- SH = Of historical occurrence in Florida, possibly extirpated, but may be rediscovered (e.g., ivory-billed woodpecker).
- SX = Believed to be extirpated throughout Florida.
- SU = Unrankable; due to a lack of information no rank or range can be assigned.
- SNA = State ranking is not applicable because the element is not a suitable target for conservation (e.g. a hybrid species).
- SNR = Element not yet ranked (temporary).

FEDERAL LEGAL STATUS

Legal status information provided by FNAI for information only. For official definitions and lists of protected species, consult the relevant federal agency.

Definitions derived from U.S. Endangered Species Act of 1973, Sec. 3. Note that the federal status given by FNAI refers only to Florida populations and that federal status may differ elsewhere.

C = Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.

E = Endangered: species in danger of extinction throughout all or a significant portion of its range.

E, T = Species currently listed endangered in a portion of its range but only listed as threatened in other areas

E, PDL = Species currently listed endangered but has been proposed for delisting.

E, PT = Species currently listed endangered but has been proposed for listing as threatened.

E, XN = Species currently listed endangered but tracked population is a non-essential experimental population.

T = Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.

PE = Species proposed for listing as endangered.

PS = - An infraspecific taxon or population has federal status but the entire species does not - status is in only a portion of the species range.

PT = Species proposed for listing as threatened.

SAT = Treated as threatened due to similarity of appearance to a species which is federally listed such that enforcement personnel have difficulty in attempting to differentiate between the listed and unlisted species.

SC = Not currently listed, but considered a "species of concern" to USFWS.

DL = Delisted.

UR = Under review.

STATE LEGAL STATUS

Provided by FNAI for information only. For official definitions and lists of protected species, consult the relevant state agency.

Animals: Definitions derived from "Florida's Endangered Species and Species of Special Concern, Official Lists" published by Florida Fish and Wildlife Conservation Commission, 1 August 1997, and subsequent updates.

C = Candidate for listing at the Federal level by the U. S. Fish and Wildlife Service

FE = Listed as Endangered Species at the Federal level by the U. S. Fish and Wildlife Service

FT = Listed as Threatened Species at the Federal level by the U. S. Fish and Wildlife Service

FXN = Federal listed as an experimental population in Florida

FT(S/A) = Federal Threatened due to similarity of appearance

ST = State population listed as Threatened by the FFWCC. Defined as a species, subspecies, or isolated population which is acutely vulnerable to environmental alteration, declining in number at a rapid rate, or whose range or habitat is decreasing in area at a rapid rate and as a consequence is destined or very likely to become an endangered species within the foreseeable future.

SSC = Listed as Species of Special Concern by the FFWCC. Defined as a population which warrants special protection, recognition, or consideration because it has an inherent significant vulnerability to habitat modification, environmental alteration, human disturbance, or substantial human exploitation which, in the foreseeable future, may result in its becoming a threatened species. (SSC* for *Pandion haliaetus* (Osprey) indicates that this status applies in Monroe county only.)

N = Not currently listed, nor currently being considered for listing.

Plants: Definitions derived from Sections 581.011, 581.185 and 581.185(2), Florida Statutes, and the Preservation of Native Flora of Florida Act, 5B-40.001. FNAI does not track all state-regulated plant species; for a complete list of state-regulated plant species, call Florida Division of Plant Industry, 352-372-3505 or see: <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=5B-40>.

E = Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue; includes all species determined to be endangered or threatened pursuant to the U.S. Endangered Species Act.

T = Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.

CE = Commercially exploited: species native to the state which are subject to being removed in significant numbers from native habitats in the state and sold or transported for sale.

N = Not currently listed, nor currently being considered for listing.

Element Occurrence Ranking

FNAI ranks of quality of the element occurrence in terms of its viability (EORANK). Viability is estimated using a combination of factors that contribute to continued survival of the element at the location. Among these are the size of the EO, general condition of the EO at the site, and the conditions of the landscape surrounding the EO (e.g. an immediate threat to an EO by local development pressure could lower an EO rank).

A = Excellent estimated viability
A? = Possibly excellent estimated viability
AB = Excellent or good estimated viability
AC = Excellent, good, or fair estimated viability
B = Good estimated viability
B? = Possibly good estimated viability
BC = Good or fair estimated viability
BD = Good, fair, or poor estimated viability
C = Fair estimated viability
C? = Possibly fair estimated viability
CD = Fair or poor estimated viability
D = Poor estimated viability
D? = Possibly poor estimated viability
E = Verified extant (viability not assessed)
F = Failed to find
H = Historical
NR = Not ranked, a placeholder when an EO is not (yet) ranked.
U = Unrankable
X = Extirpated

*For additional detail on the above ranks see: <http://www.natureserve.org/explorer/eorankguide.htm>

FNAI also uses the following EO ranks:

H? = Possibly historical
F? = Possibly failed to find
X? = Possibly extirpated

The following offers further explanation of the H and X ranks as they are used by FNAI:

The rank of H is used when there is a lack of recent field information verifying the continued existence of an EO, such as (a) when an EO is based only on historical collections data; or (b) when an EO was ranked A, B, C, D, or E at one time and is later, without field survey work, considered to be possibly extirpated due to general habitat loss or degradation of the environment in the area. This definition of the H rank is dependent on an interpretation of what constitutes "recent" field information. Generally, if there is no known survey of an EO within the last 20 to 40 years, it should be assigned an H rank. While these time frames represent suggested maximum limits, the actual time period for historical EOs may vary according to the biology of the element and the specific landscape context of each occurrence (including anthropogenic alteration of the environment). Thus, an H rank may be assigned to an EO before the maximum time frames have lapsed. Occurrences that have not been surveyed for periods exceeding these time frames should not be ranked A, B, C, or D. The higher maximum limit for plants and communities (i.e., ranging from 20 to 40 years) is based upon the assumption that occurrences of these elements generally have the potential to persist at a given location for longer periods of time. This greater potential is a reflection of plant biology and community dynamics. However, landscape factors must also be considered. Thus, areas with more anthropogenic impacts on the environment (e.g., development) will be at the lower end of the range, and less-impacted areas will be at the higher end.

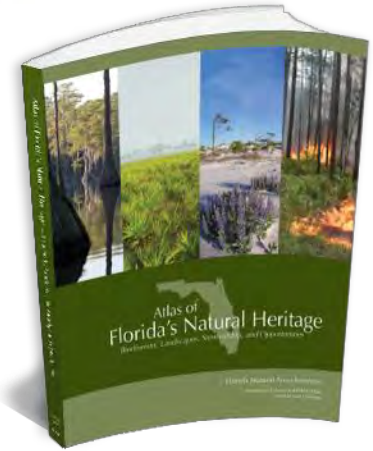
The rank of X is assigned to EOs for which there is documented destruction of habitat or environment, or persuasive evidence of eradication based on adequate survey (i.e., thorough or repeated survey efforts by one or more experienced observers at times and under conditions appropriate for the Element at that location).



Atlas of Florida's Natural Heritage

Biodiversity, Landscapes, Stewardship, and Opportunities

The Florida Natural Areas Inventory is pleased to announce the publication of the ***Atlas of Florida's Natural Heritage: Biodiversity, Landscapes, Stewardship, and Opportunities***. This high-quality, full-color *Atlas* is sure to become a standard reference for anyone involved in the conservation, management, study, or enjoyment of Florida's rich natural resources. We hope the *Atlas* will inspire, educate, and raise awareness of and interest in biodiversity and conservation issues.



Learn more about the Atlas, view sample pages and order your copy today at:
<https://www.fnai.org/publications/atlas-natural-heritage>

Check out our various web maps and
GIS data options here:

<https://geodata.fnai.org/>

and





United States Department of the Interior



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Vero Beach, FL 32960-3559
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In Reply Refer To:

07/16/2026 17:40:46 UTC

Project Code: 2026-0117276

Project Name: Mossy Island Ranch

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat.

Please include your Project Code, listed at the top of this letter, in all subsequent correspondence regarding this project. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf>

Florida bonneted bat: If the Florida bonneted bat or Florida bonneted bat Critical Habitat is on your Official Species List, please make sure you are using the [2024 Florida Bonneted Bat Guidelines and Key](#) and submitting acoustic survey data to [NABat](#) if acoustic surveys are conducted.

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see <https://www.fws.gov/program/migratory-bird-permits/what-we-do>.

It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see <https://www.fws.gov/library/collections/threats-birds>.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/partner/council-conservation-migratory-birds>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Florida Ecological Services Field Office

777 37th St

Suite D-101

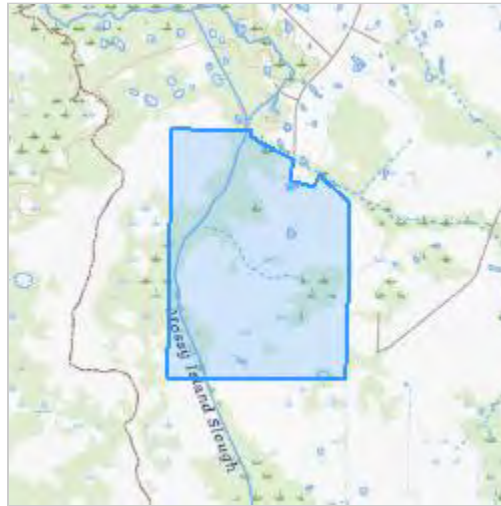
Vero Beach, FL 32960-3559

(352) 448-9151

PROJECT SUMMARY

Project Code: 2026-0117276
Project Name: Mossy Island Ranch
Project Type: Conservation Agreement
Project Description: Rural and Family Lands Program
Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@27.26697455,-82.23044785858339,14z>



Counties: Manatee County, Florida

ENDANGERED SPECIES ACT SPECIES

There is a total of 10 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Florida panther <i>Puma</i> (= <i>Felis</i>) <i>concolor coryi</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1763 General project design guidelines: https://ipac.ecosphere.fws.gov/project/B2KVQFFM6JHSHNEDQPDUS5BOS4/documents/generated/7123.pdf	Endangered
Tricolored bat <i>Perimyotis subflavus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

BIRDS

NAME	STATUS
Crested caracara (Audubon's) [FL DPS] <i>Caracara plancus audubonii</i> Population: FL DPS No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/8250	Threatened
Eastern Black rail <i>Laterallus jamaicensis jamaicensis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10477	Threatened
Everglade snail kite <i>Rostrhamus sociabilis plumbeus</i> There is final critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/7713	Endangered
Whooping crane <i>Grus americana</i> Population: Eastern Migratory NEP - U.S.A. (AL, AR, FL, GA, IL, IN, IA, KY, LA, MI, MN, MS, MO, NC, OH, SC, TN, VA, WI, WV) No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/758	Experimental Population, Non- Essential

REPTILES

NAME	STATUS
Eastern indigo snake <i>Drymarchon couperi</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/646	Threatened

INSECTS

NAME	STATUS
Monarch butterfly <i>Danaus plexippus</i> There is proposed critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

FLOWERING PLANTS

NAME	STATUS
Pygmy fringe-tree <i>Chionanthus pygmaeus</i> Population: No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1084	Endangered

LICHENS

NAME	STATUS
Florida perforate cladonia <i>Cladonia perforata</i> Population: No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/7516	Endangered

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act ² and the Migratory Bird Treaty Act (MBTA) ¹. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

-
1. The [Bald and Golden Eagle Protection Act](#) of 1940.
 2. The [Migratory Birds Treaty Act](#) of 1918.
 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are Bald Eagles and/or Golden Eagles in your [project](#) area.

Measures for Proactively Minimizing Eagle Impacts

For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the [National Bald Eagle Management Guidelines](#). You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#).

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

If disturbance or take of eagles cannot be avoided, an [incidental take permit](#) may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the [Do I Need A Permit Tool](#). For assistance making this determination for golden eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

Ensure Your Eagle List is Accurate and Complete

If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the [Supplemental Information on Migratory Birds and Eagles](#), to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read ["Supplemental Information on Migratory Birds and Eagles"](#), specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

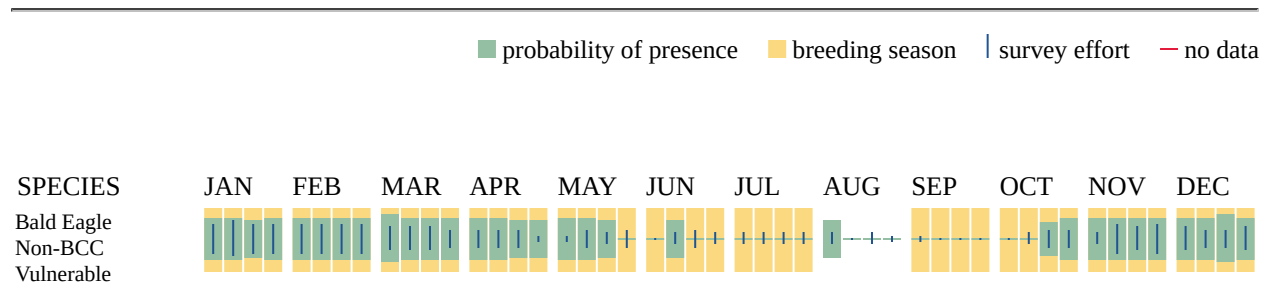
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

MIGRATORY BIRDS

The Migratory Bird Treaty Act (MBTA) ¹ prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

-
1. The [Migratory Birds Treaty Act](#) of 1918.
 2. The [Bald and Golden Eagle Protection Act](#) of 1940.
 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
American Kestrel <i>Falco sparverius paulus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9587	Breeds Apr 1 to Aug 31
American Oystercatcher <i>Haematopus palliatus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8935	Breeds Apr 15 to Aug 31
Bachman's Sparrow <i>Peucaea aestivalis</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6177	Breeds May 1 to Sep 30
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31
Black Skimmer <i>Rynchops niger</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/5234	Breeds May 20 to Sep 15
Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Florida Burrowing Owl <i>Athene cunicularia floridana</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/11977	Breeds Mar 15 to Aug 31
Great Blue Heron <i>Ardea herodias occidentalis</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/10590	Breeds Jan 1 to Dec 31
Gull-billed Tern <i>Gelochelidon nilotica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9501	Breeds May 1 to Jul 31

NAME	BREEDING SEASON
King Rail <i>Rallus elegans</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8936	Breeds May 1 to Sep 5
Least Tern <i>Sternula antillarum antillarum</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/11919	Breeds Apr 25 to Sep 5
Lesser Yellowlegs <i>Tringa flavipes</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Magnificent Frigatebird <i>Fregata magnificens</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9588	Breeds Oct 1 to Apr 30
Painted Bunting <i>Passerina ciris</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9511	Breeds Apr 25 to Aug 15
Pectoral Sandpiper <i>Calidris melanotos</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9561	Breeds elsewhere
Prairie Warbler <i>Setophaga discolor</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9513	Breeds May 1 to Jul 31
Red-headed Woodpecker <i>Melanerpes erythrocephalus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10
Reddish Egret <i>Egretta rufescens</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/7617	Breeds Mar 1 to Sep 15
Ruddy Turnstone <i>Arenaria interpres morinella</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/10633	Breeds elsewhere

NAME	BREEDING SEASON
Semipalmated Sandpiper <i>Calidris pusilla</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9603	Breeds elsewhere
Short-billed Dowitcher <i>Limnodromus griseus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Swallow-tailed Kite <i>Elanoides forficatus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8938	Breeds Mar 10 to Jun 30
Whimbrel <i>Numenius phaeopus hudsonicus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/11991	Breeds elsewhere
Willet <i>Tringa semipalmata</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10669	Breeds Apr 20 to Aug 5
Worthington's Marsh Wren <i>Cistothorus palustris griseus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9560	Breeds Apr 10 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

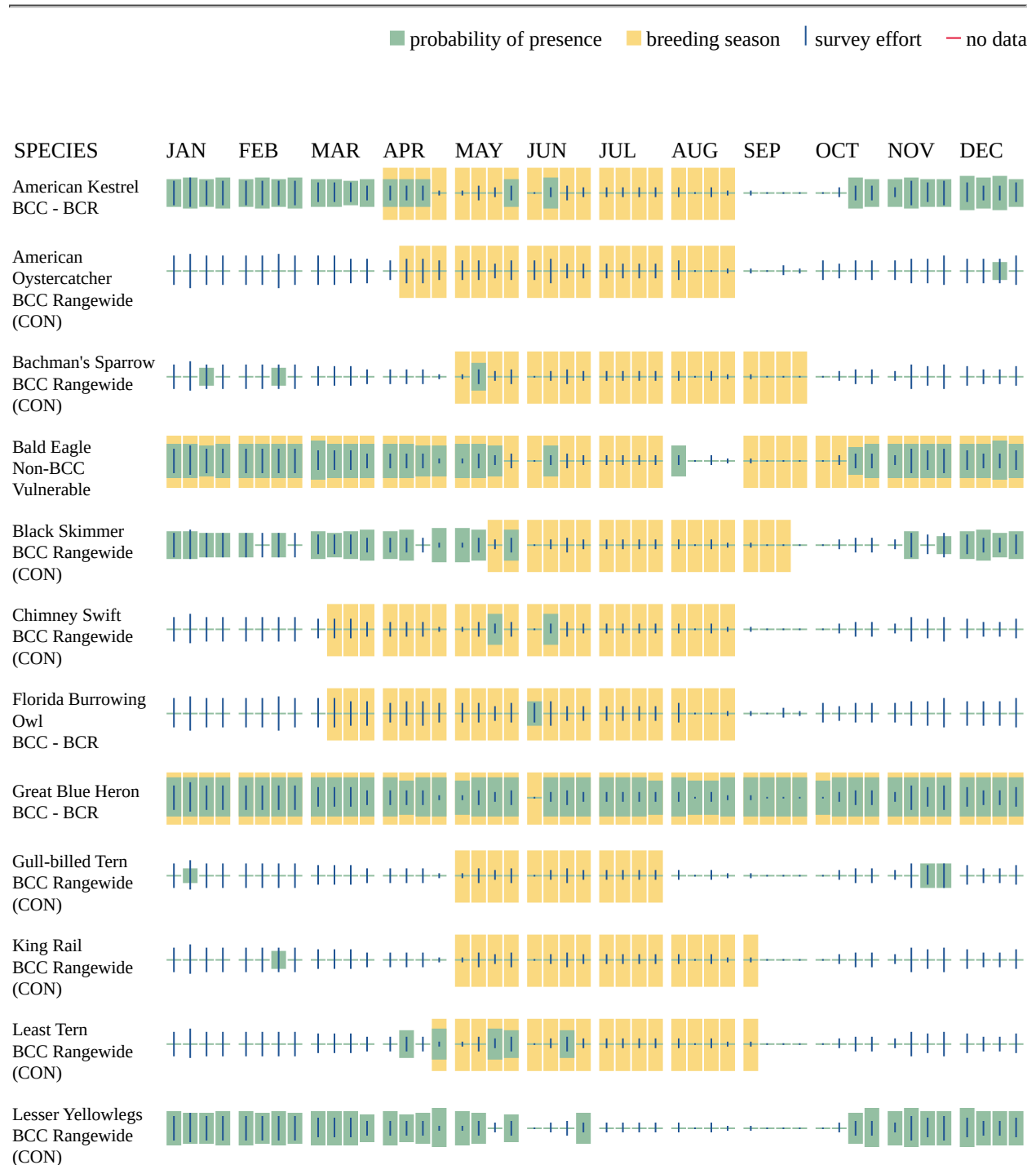
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

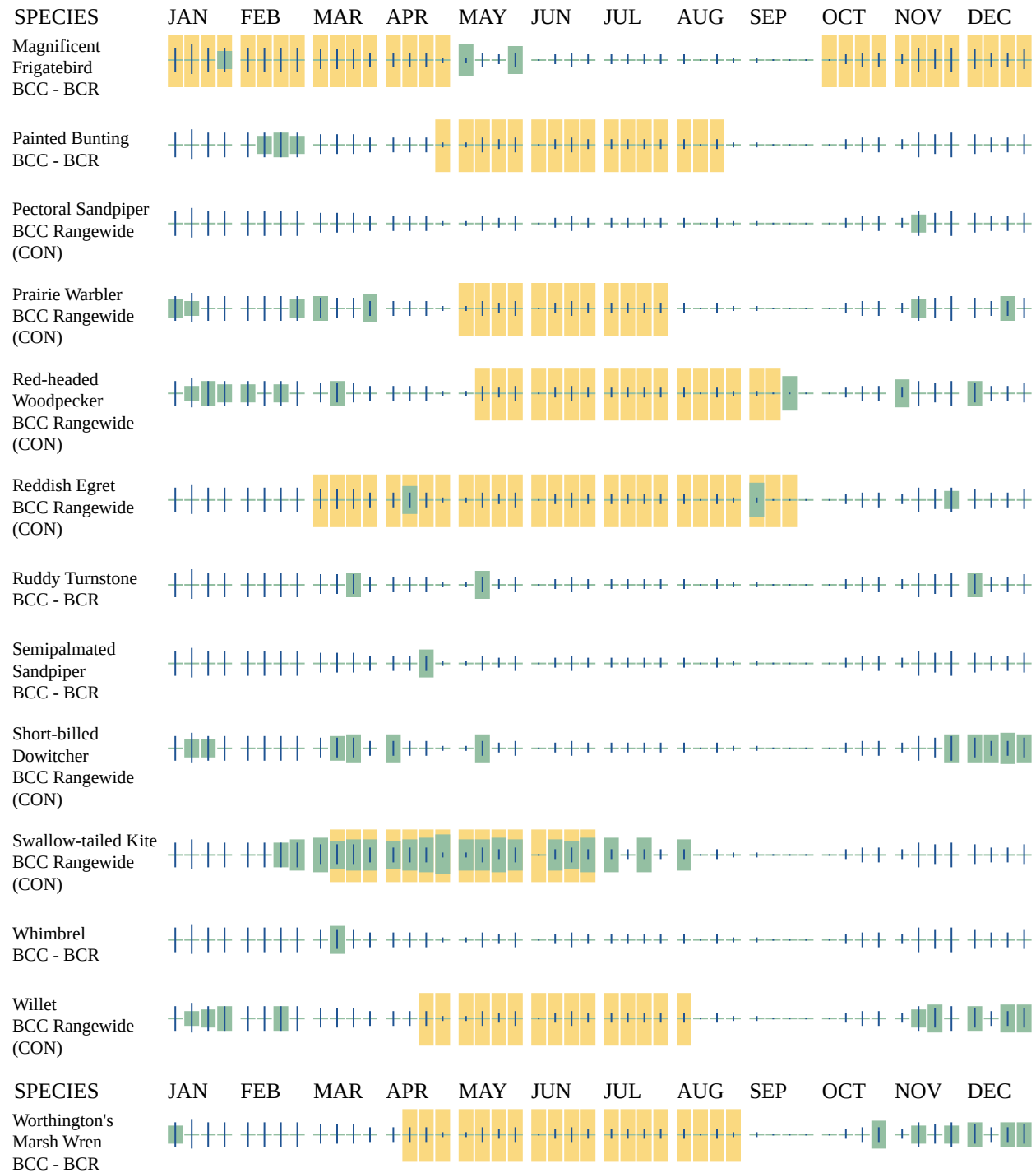
Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.





Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>

- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

WETLANDS

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

FRESHWATER EMERGENT WETLAND

- PEM1Cd
- PEM1Fd
- PEM1Ad

RIVERINE

- R5UBFx
- R4SBC
- R5UBH

FRESHWATER FORESTED/SHRUB WETLAND

- PFO1Fd
- PFO1Cd

FRESHWATER POND

- PUBHx

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Lindsay James
Address: 3559 Timberlane School Rd
City: Tallahassee
State: FL
Zip: 32312
Email: lindsay.james@terracon.com
Phone: 8506927185



Map navigation controls: Zoom in (+), Zoom out (-), Search (magnifying glass), Home (house), and Refresh (circular arrow).

Find address or place



Legend

WaterBirds

Water Bird Colonies

1990s status

- Active
- Inactive
- Not checked

Water Bird Colony Species - 90s

status

- Active
- Inactive
- Not checked

Water Bird Colony Species - 80s

status

- Active
- Inactive
- Unknown

Water Bird Colony Species - 70s

status

- Active
- Unknown

Appendix G

Probability of Occurrence of Listed Flora and Fauna Species Table

Table 1. Probability of Occurrence of Federal or State Listed Flora and Fauna Species

	Common Name	Scientific Name	Federal Status (USFWS)	State Status (FWC)	Observed on Subject Property	FNAI Report		
						Documented on/near Subject Property	Likely on Subject Property	Potentially on Subject Property
Birds	Audubon's Crested Caracara	<i>Polyborus plancus audubonii</i>	Threatened	Threatened	X	X	X	
	Bachman's Sparrow	<i>Peucaea aestivalis</i>	-	-				X
	Eastern Black Rail	<i>Laterallus jamaicensis ssp. jamaicensis</i>	Threatened	-				X
	Everglade Snail Kite	<i>Rostrhamus sociabilis plumbeus</i>	Endangered	-				X
	Florida Burrowing Owl	<i>Athene cunicularia floridana</i>	-	Threatened	X*			X
	Florida Sandhill Crane	<i>Antigone canadensis pratensis</i>	-	Threatened	X		X	
	Florida-scrub Jay	<i>Aphelocoma coerulescens</i>	Threatened	Threatened		X	X	
	Little Blue Heron	<i>Egretta caerulea</i>	-	Threatened	X*			
	Roseate Spoonbill	<i>Platalea ajaja</i>	-	Threatened				
	Tricolored Heron	<i>Egretta tricolor</i>	-	Threatened	X*			
	White Ibis	<i>Eudocimus albus</i>	-	Threatened	X			
	Whooping Crane	<i>Grus americana</i>	-	Endangered				X
	Wood Stork	<i>Mycteria americana</i>	Threatened	Threatened			X	
Mammals	Florida Black Bear	<i>Ursus americanus floridanus</i>	-	-	X*			X
	Florida Long-tailed Weasel	<i>Mustela frenata peninsulae</i>	-	-			X	
	Florida Mouse	<i>Peromyscus floridanus</i>	-	-				X
	Florida Panther	<i>Puma concolor coryi</i>	Endangered	Endangered	X*		X	
	Rafinesque's Big-eared Bat	<i>Corynorhinus rafinesquii</i>	-	-				X
	Southeastern Fox Squirrel	<i>Sciurus niger niger</i>	-	-				X

X* - Observed by Owner/Representative on the Subject Property

Table 1. Probability of Occurrence of Federal or State Listed Flora and Fauna Species

	Common Name	Scientific Name	Federal Status (USFWS)	State Status (FWC)	Observed on Subject Property	FNAI Report		
						Documented on/near Subject Property	Likely on Subject Property	Potentially on Subject Property
Reptiles	American Alligator	<i>Alligator mississippiensis</i>	Similarity of Appearance	-	X			
	Eastern Indigo Snake	<i>Drymarchon couperi</i>	Threatened	Threatened			X	
	Florida Scrub Lizard	<i>Sceloporus woodi</i>	Under Review	-				X
	Gopher Tortoise	<i>Gopherus polyphemus</i>	-	Threatened	X*	X		
	Short-tailed Snake	<i>Lampropeltis extenuata</i>	Threatened	Proposed Threatened				X
	Southern Hognose Snake	<i>Heterodon simus</i>	-	-				X

Amphibians	Gopher Frog	<i>Lithobates capito</i>	Under Review	-				X
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Insects	Monarch Butterfly	<i>Danaus plexippus</i>	Candidate	-				X
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	Common Name	Scientific Name	Federal Status (USFWS)	State Status (FWC)	Observed on Subject Property	FNAI Report		
						Documented on/near Subject Property	Likely on Subject Property	Potentially on Subject Property
Plants	Celestial Lily	<i>Nemastylis floridana</i>	-	Endangered				X
	Cutthroatgrass	<i>Coleataenia abscissa</i>	-	Endangered				X
	Florida Bonamia	<i>Bonamia grandiflora</i>	Threatened	Endangered				X
	Florida Goldenaster	<i>Chrysopsis floridana</i>	Endangered	Endangered				X

X* - Observed by Owner/Representative on the Subject Property

Table 1. Probability of Occurrence of Federal or State Listed Flora and Fauna Species

	Large-plumed beaksage	<i>Rhynchospora megaplumosa</i>	-	-		X	X	
	Lowland Loosestrife	<i>Lythrum flagellare</i>	-	Endangered				X
	Manasota Pawpaw	<i>Asimina manasota</i>						
	Many-flowered Grass-Pink	<i>Calopogon multiflorus</i>	-	Threatened				X
	Nodding Pinweed	<i>Lechea cernua</i>	-	Threatened		X		X
	Perforate Reindeer Lichen	<i>Cladonia perforata</i>	Endangered	Endangered		X		
	Pygmy Fringe-tree	<i>Chionanthus pygmaeus</i>	Endangered	Endangered				X

	Common Name	Scientific Name	Federal Status (USFWS)	State Status (FWC)	Observed on Subject Property	FNAI Report		
						Documented on/near Subject Property	Likely on Subject Property	Potentially on Subject Property
Plants	Sand Butterfly Pea	<i>Centrosema arenicola</i>	-	Endangered		X		X
	Scrub Bluestem	<i>Schizachyrium niveum</i>	-	Endangered				X

X* - Observed by Owner/Representative on the Subject Property

Appendix H

Resumes

Frank Powell, PMP, REM, REPA, CPM

Environmental Regional Service Line Manager

PROFESSIONAL EXPERIENCE

Frank is an Environmental Regional Service Manager for the Florida Division. Frank provides project oversight and direction on multiple environmental sectors that include Everglades Restoration, Natural/Cultural Resource Management, conservation land acquisition, land management, and water quality improvements throughout the State of Florida.

Frank has over 27 years' experience in Florida's private and public environmental sector. His primary focus is on restoration and conservation projects such as Everglades, Deepwater Horizon Response for DOI, Hurricane Michael Recovery, and Coastal Resiliency. Frank has served as the Northwest Florida Water Management's - Director of Asset Management responsible for the land management, Hurricane Michael Recovery and Restoration efforts throughout the impacted conservation areas.

Frank has over ten years' experience with Everglades Restoration serving as the Florida Department of Environmental Protection's - Assistant Deputy Secretary for Ecosystem Restoration. His responsibility consisted of the oversight of four divisions that included the Division of Environmental Assessment and Restoration, Division of Water Resource Assistance, Office of Resilience and Coastal Protection, and the Office of Water Policy and Ecosystem Restoration.

PROJECT EXPERIENCE

FDACS Rural and Family Lands Program – Statewide, FL

Contract Manager to provide natural resource environmental services to Florida Department of Agriculture and Consumer Services to support the Florida Family and Rural Lands Protection Program and the Florida Wildlife Corridor. Have provided services to 60 locations statewide that are part of the Florida Wildlife Corridor totaling over 70,000 acres.

FDEP - Florida Forever Conservation – Statewide, Florida

Frank serves as the contract manager for the FDEP-Division of State Lands, Office of Environmental Services to provide environmental site assessments, baseline documentation reports, and monitoring for conservation easements throughout Florida to support the Florida Forever Program and Florida Wildlife Corridor. Have provided services to 20 locations statewide that are part of the Florida Wildlife Corridor totaling over 30,000 acres.

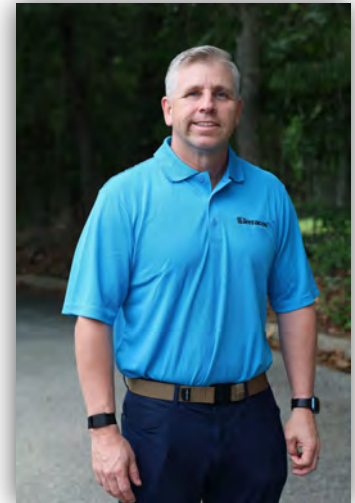
FFWCC Public Access Service Office – Statewide, Florida Frank serves as the contract manager for the FFWCC Public Access Service Office to provide environmental site assessments, environmental permitting, cultural assessments, and geotechnical assessments on conservation and recreation areas throughout Florida to support the Wildlife Management Areas and Wildlife Environmental Areas managed by FFWCC.

Florida Housing Finance Corporation – Statewide, Florida

Contract Manager to provide NEPA and environmental permitting services to Florida Housing Finance Corporation to the agency with the development of housing throughout the state. Have provided NEPA services to over 10 communities throughout Florida to support grant funding for community rebuild.

Hurricane Michael Recovery and Restoration – Northwest Florida *

Frank served as the Director that conducted oversight of the recovery efforts in the Apalachicola WMA, Chipola River WMA, Econfina Creek WMA, and Choctawhatchee River WMA. This project consisted of timber recovery from Hurricane Michael and longleaf pine restoration efforts over thousands of impacted acres.



EDUCATION

Master of Science,
Public Administration,
University of West Florida,
Pensacola, FL

Bachelor of Science,
Environmental Studies,
University of West Florida,
Pensacola, FL

REGISTRATIONS/ CERTIFICATIONS

Project Management Professional,
No. 1599175
Registered Environmental Manager,
No. 929275512,
Registered Environmental Assessor,
No. 6018,
Certified Public Manager

PROFESSIONAL TRAINING

OSHA 40-hour Health & Safety
Public manager Leadership, Florida
State University
Natural Resource Leadership
Institute, University of Florida

AFFILIATIONS

Project Management Institute
American Water Resource
Association
National Registry of Environmental
Professionals
Florida Association of Environmental
Professionals
Florida Floodplain Managers
Florida Wildlife Society

* Work prior to Terracon

Frank Powell, PMP, REM, REPA, CPM (continued)

Central Region WMA Land Management Plan – Northwest Florida *

Frank served as the Director for the completion of the land management plan for the Central Region Water Management Areas in Northwest Florida. This 10-Year Management plan was completed on over 100,000 acres of conservation area for long-term land management and restoration of the natural resources.

C-111/South Dade/Biscayne Bay Coastal Wetlands Restoration *

Frank served as the program manager that provided permitting oversight and technical direction for the State of Florida, Army Corps of Engineers, South Florida Water Management District, and Everglades National Park on the three separate projects to deliver clean freshwater to Everglades National Park and Biscayne Bay while protecting the agricultural and residential communities in the region.

Tamiami Trail Road 2.6 Mile Bridge – Miami-Dade County, Florida *

Frank served as the program manager that provided permitting oversight and technical direction for the State of Florida, Army Corps of Engineers, and Everglades National Park on the Tamiami Trail 2.6 Bridge Project. This project consisted of working in sensitive wetlands and over a Florida Outstanding Water to increase freshwater restoration flows into Everglades National Park.

U.S. Department of the Interior, Gulf Coast Recovery Operations *

Frank served as the program manager for the Department of Interior's Gulf Coast Recovery Operations Division responsible for the day-to-day operation, and program implementation of the Florida, Alabama, and Mississippi Response Divisions. This program was for the implementation of the recovery and remediation phase of the Deepwater Horizon MC-252 Oil Spill. He also served as a senior principal advisor in the management of natural and cultural resources within the Department of Interior boundaries.

Everglades Technical Oversight - Florida *

Frank served as the State of Florida's Everglades Technical Oversight member for eight years. This position provided technical oversight on the Everglades Restoration efforts and conducted water quality improvements/project updates for the protection of Loxahatchee River National Wildlife Refuge and Everglades National Park.

FFWCC – Objective Based Vegetation Monitoring *

Frank served as the contract manager for the Florida Fish and Wildlife Conservation Commission's Objective Based Vegetation Monitoring Project for Five Years. Frank supervised multiple teams of biologists and GIS professionals to collect management level vegetation data and supported the FFWCC land managers to utilize best management practices for land management decisions throughout the Northwest, Central, and South Florida Regions.

PRESENTATIONS/ PUBLISHED ARTICLES

"Environmental Planning – Rural and Family Lands Program" presented to Florida Association of Environmental Professionals, April 2026.

"Approval for the Central Region Land Management Plan and Land Management Reviews" presented to Northwest Florida Water Management District, October 2021.

"Hurricane Michael Recovery and Restoration Update" presented to Northwest Florida Water Management District, September 2021.

"Protecting Florida Together – Grant Funding Opportunities for Water Quality Improvements" presented at Public Land Acquisition and Management Conference, October 2018.

Lindsay James

Field Scientist

PROFESSIONAL EXPERIENCE

Lindsay serves as a Field Scientist at the Tallahassee, Florida office in the environmental department. Lindsay obtained her bachelor's degree in environmental science and policy from Florida State University, graduating in May 2025. Her areas of expertise include conducting environmental site assessments, performing historical property research, site reconnaissance, technical report writing, and wildlife surveys.

PROJECT EXPERIENCE

Phase I Environmental Site Assessments – Multiple Sites throughout North Florida, South Georgia, Alabama, and Mississippi

Lindsay has experience assisting Phase I Environmental Site Assessments (ESA) in accordance with ASTM E1527-21 and ASTM 2247 throughout Florida, Georgia, Alabama, and Mississippi since joining Terracon in August of 2025. Several of these have been conducted in support of the EPA Brownfields Assessment Grants.

FDEP - Florida Forever Conservation – Statewide, FL

Served as Field Scientist conducting site reconnaissance, desktop review, and report preparations for the Phase I ESA and BDR reports on properties for the FDEP Division of State Lands in accordance with ASTM E2247. These assessments support the Florida Forever Program and the Florida Wildlife Corridor.

FDACS Rural and Family Lands Program – Statewide, FL

Conducted site reconnaissance, desktop review, and report preparations for the Phase I ESA and BDR reports for the Florida Department of Agriculture and Consumer Services (FDACS) in accordance with ASTM E2247. These properties are part of the Florida Wildlife Corridor, and the assessments support the Florida Family and Rural Lands Protection Program.

Verizon Wireless Telecommunications Towers, Migratory Bird Survey- Multiple Counties Across North Florida

Lindsay has conducted several Migratory Bird Surveys of potential nests on telecommunications towers in North Florida. These surveys are conducted to ensure Verizon's compliance with the Migratory Bird Species Act (MBTA), identifying the presence of bird activity before any work is attempted on the tower. Surveys have identified red-tailed hawks and Ospreys occupying the nests, both are protected species under the MBTA.

City of Tallahassee NPDES Permit No. 4 – MS4, Surface Water Monitoring - Leon County, Florida
Field Scientist conducting bi-monthly ambient surface water sampling since October of 2025, in support of the City of Tallahassee's NPDES Permit No. 4-MS4. Field parameters, flow measurements, and surface water samples are collected, when flowing and feasible, at nine designated sampling locations throughout the Lake Lafayette, Lake Munson, and Lake Jackson drainage basins.



EDUCATION

Bachelor of Science,
Environmental Science and
Policy,
Florida State University,
Tallahassee, FL, 2025

PROFESSIONAL TRAINING

FWC Authorized Gopher
Tortoise Agent
Permit Number: GTA-26-00085
OSHA 40-hour HAZWOPER

WORK HISTORY

Terracon Consultants, Inc.,
Field Scientist,
August 2025-Present

YEARS OF EXPERIENCE

With Terracon: 1
Total in Industry: 1

OFFICE LOCATION

Tallahassee, FL



Lindsay James (continued)

Level I CSER Report – Orchard Pond Greenway Trail– Leon County, Florida

Conducted field investigation and report preparations for a Level I Contamination Screening Evaluation Report to evaluate potential contamination that could adversely affect proposed construction of a multi-modal trail. The assessment did not identify impacted soil or groundwater.

Level I CSER Report – SR30 Gulf Breeze Trail PD&E – Santa Rosa County, FL

Conducted field investigation and report preparations for a Level I Contamination Screening Evaluation Report to evaluate potential contamination that could adversely affect proposed construction of a multi-modal trail associated with the extension of the SUN Trail Network. The assessment identified Medium Risk sites with potential impacted soil and groundwater and provided recommendations for future construction practices within the identified areas of concern.

Blackbottom Creek - FDEP Florida Forever Conservation – Baker and Bradford Counties, FL

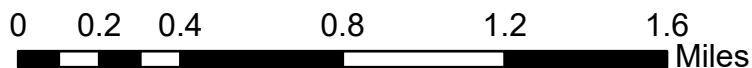
Served as Field Scientist conducting site reconnaissance, desktop review, and report preparations for the Phase I ESA and BDR reports for the Blackbottom Creek property in accordance with ASTM E2247. The Blackbottom Creek property consists of 14, 741 acres of silvicultural land, located in Baker and Bradford Counties within the Camp Blanding to Raiford Greenway corridor. The project supported the evaluation and acquisition of land for conservation through FDEP's Division of State Lands Florida Forever Program and supports the Florida Wildlife Corridor.



Rural and Family Lands Protection Program

2025 Application Cycle

Mossy Island Ranch



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

Managed Lands

- Federal
- State
- Local
- Private



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER WILTON SIMPSON

VIA EMAIL: JT Thompson
jt@saundersrealestate.com

June 3, 2026

Mr. Manning
14715 Mossy Hammock Ln.
Myakka City, FL 34251

RE: Mossy Island Ranch RFLPP Project, (approximately. 420.95-acres)
Manatee County, Florida

Dear Mr. Manning and JT:

In exchange for the agreed upon Rural and Family Lands Protection Program, Rural Lands Protection Easement for Mossy Island Ranch, (Daniel and Lori Manning) in Manatee County, we are prepared to make you an offer of \$4,000,000 (\$9,502/acre). Should you accept this offer, our agency will provide the closing survey, baseline documentation report, title insurance policy, and environmental site assessment. **This offer is valid until close of business June 12, 2026.**

Please get in touch with us as soon as your client(s) has had an opportunity to review this offer. Once we agree on purchase price and purchase option terms, we will prepare a contract for execution and present the project for approval.

Please contact me if you have questions at (850) 681-5859 or at bret.hader@fdacs.gov.

Sincerely,

Bret Hader

Bret Hader
Land Acquisition Coordinator
Rural and Family Lands Protection Program

APPRAISAL REVIEW
MOSSY ISLAND RANCH
CONSERVATION EASEMENT
MANATEE COUNTY, FLORIDA
P.O. NO: S-4200-N2677

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

To: Bret Hader
Land Acquisition Coordinator
Rural and Family Lands Protection Program
Florida Department of Agriculture and Consumer Services

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

Intended User of Review: Florida Department of Agricultural and Consumer
Services, Rural and Family Lands Protection Program
(FDACS/RFLPP).

Intended Use of Review: Compliance with USPAP & SASBOT

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

Date: June 2, 2026

Project Information:

Richards Appraisal File Number	<u>1485</u>
Parcel Name	<u>Mossy Island Ranch Conservation Easement</u>
Project Name	<u>FDACS-RFLPP-Mossy Island Ranch</u>
Location	<u>Manatee County, Florida</u>
Effective Date of Appraisal	<u>March 19, 2026</u>

Summary of Review

Pursuant to your request, I have reviewed the appraisal report on the Mossy Island Ranch Conservation Easement located in Manatee County, Florida. The appraisal report was prepared by Mr. Riley K. Jones, MAI, SRA of Florida Real Estate Advisors, Inc. I have determined after review of the report and some minor changes to the appraisal that it is acceptable as submitted.

Mr. Jones report is dated June 2, 2026. The appraisal has a valuation date of March 19, 2026. The value indication for the proposed conservation easement reflected by the appraiser was:

(1) Riley Jones, MAI, SRA

\$4,000,000

In the reviewer's opinion the appraisal report was completed substantially in conformance with USPAP, was well documented, and reflected a reasonable value indication for the subject property. The firm submitting the appraisal considers their report to be an appraisal report according to USPAP. The appraisal is considered sufficient to satisfy the requirements of Standard 2 of USPAP as it is applied to this type of report. The appraisal is also in substantial conformance with the Supplemental

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

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

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

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

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

The valuation problem consists of estimating the impact on value of a proposed “Conservation Easement” which will encumber the subject property. The significance of the conservation easement is that it is proposed to assure that the property will be retained forever in its natural, scenic, wooded condition to provide a relatively natural habitat for fish, wildlife, plants or similar ecosystems and to preserve portions of the property as productive farmland and forest land that sustains for the long term both the economic and conservation values of the property and its environs, through management.

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

Statement of Ownership and Property History

The subject is currently titled as:

Daniel Robert Manning and Lori Manning
PO Box 243
Oneco, FL 34264

The subject has been under the current ownership for more than five years. The subject is not currently listed for sale and is not under contract to be purchased.

Property Description

This appraisal assignment encompasses a vacant parcel containing a total of 420.95 acres. The physical address to the subject is 14715 Mossy Hammock Lane, Myakka City, Florida 34251 which is in Manatee County. The subject has direct road access at the south terminus of Mossy Hammock Lane.

The appraisal problem encompasses estimating the impact on value of a proposed conservation easement on 420.95 acres. According to mapping provided by the client, the subject contains approximately 368.53 acres of uplands (88%) and approximately 52.42 acres of wetlands (12%). The subject is surrounded by similar agricultural properties, as well as rural residential properties with some scattered newly developing residential subdivisions.

The title insurance policy is silent on oil, gas and/or mineral rights leading the appraiser and the reviewer to conclude that these rights are intact on the subject. The title insurance policy revealed no adverse easements or encroachments.

The subject property is found on Manatee County FEMA Flood number: 12081C0465E Dated, March 17, 2014. Some of the site is located within Flood Zone X which is an area determined to be outside the 0.2% annual chance floodplain. The remaining areas of the site are designated as Flood Zone A which is considered to be an area within the 100-year flood plain.

The subject property is improved with fencing, cross fencing, gates, and a cow pen.

While electrical service is readily available to the area, a municipal source for potable water or sewage disposal is not. Wells and septic systems are present on the subject property and are typical in the region.

The subject has a land use designation of “AG-R”; Agricultural/Rural and a zoning designation of Agricultural by Manatee County. The land use and zoning density permitted by Manatee County is one dwelling unit per five acres of land area.

Highest and Best Use

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

Before

Mr. Jones concluded that the Highest and Best Use for the subject would be for agriculture and rural recreation with potential for future rural residential development.

After

Mr. Jones concluded that the Highest and Best Use for the subject would be agriculture and recreation subject to restrictions imposed by the “Deed of Rural Lands Protection Easement”.

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

Overall, the highest and best use conclusion of the appraiser is reasonable. He has made a convincing argument and has provided adequate market evidence to support these conclusions. The appraiser has adequately addressed the issue of highest and best use for the subject property and more importantly the reviewer is convinced that the sales data utilized is that of a basically similar highest and best use.

Reviewer Comments

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

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

In the before scenario the appraiser contrasted the subject property to a set of unencumbered comparable sales within the subject market area. In estimating the value for the subject, the appraiser analyzed sales of agricultural properties offering similar locational attributes and highest and best use characteristics. Mr. Jones analyzed three comparable sales to contrast to the subject.

In the after scenario the appraiser contrasted the subject property to a set of comparable sales encumbered with conservation easements. Due to the limited number of sales meeting these criteria the sale search had to be expanded for this property type. In estimating the value for the subject as encumbered the appraiser analyzed sales of agricultural properties offering similar locational attributes and highest and best use characteristics similarly encumbered by conservation easements. Mr. Jones analyzed four comparable sales to contrast to the subject.

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

Analysis of Appraiser's Sales

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3
County	Manatee	Manatee	Manatee	Polk
Sale Date	N/A	Nov 2023	Sep 2025	May 2026
Price/Ac	N/A	\$12,500	\$14,903	\$17,201
Size/Ac	420.95	1,198.00	335.50	142.43
Upland %	88%	92%	84%	82%
Overall Rating	N/A	Inferior	Similar	Superior

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

The sales analyzed for the subject parcel have sale dates ranging from November 2023 to May 2026. The comparables selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. Jones are considered good indicators of value for the subject. These sales reflect a range from \$12,500 to \$17,201 per acre.

Mr. Jones has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as interest conveyed, financing, conditions of sale, market conditions, location, size, wetland percentage, utilities and site improvements/character. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. Jones brackets the subject between the indications from similar rated Sale 2 at \$14,903 per acre and superior rated Sale 3 at \$17,201 per acre with significant support from the average of all sales at \$14,868 per acre. As such, a conclusion is reached at \$15,000 per acre. This equates to a final indication of 420.95 acres times \$15,000 per acre; or \$6,314,250 which is rounded to \$6,300,000.

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Manatee	Okeechobee	Manatee	Polk	Okeechobee
Sale Date	N/A	Sept 2025	Jan 2026	May 2023	Oct 2025
Price/Ac	N/A	\$5,013	\$7,440	\$5,451	\$5,451
Size/Ac	420.95	758.05	497.31	827.11	1,471.24
Upland %	88%	75%	91%	75%	89%
Overall Rating	N/A	Inferior	Superior	Similar	Similar

Mr. Jones analyzed the four tabulated sales above for the purpose of estimating the value of the subject after placing the conservation easement on the property. The sales are located in Okeechobee, Polk and Manatee Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from May 2023 to January 2026. The comparables selected are all agricultural properties with similar highest and best use characteristics and all sales are actually encumbered by perpetual conservation easements. The comparable sales selected and analyzed by Mr. Jones are good indicators of value for the subject. These sales reflect a range from \$5,013 to \$7,440 per acre.

Mr. Jones has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as interest conveyed, financing, conditions of sale, market conditions, location/access, size, wetland percentage, utilities, easement/encumbrances and site improvements/character. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. Jones places most weight in similar rated sales 3 and 4 with both having a unit price of \$5,451 per acre. He concludes at a final value of \$5,500 per acre. This equates to a final indication of 420.95 acres times \$5,500 per acre; or \$2,315,225 which is rounded to \$2,300,000.

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

Total Value Before	\$ 6,300,000
Total Value After	<u>\$ 2,300,000</u>
Value of Easement	\$ 4,000,000

Conclusions

Overall, the reviewer found the report to be well supported and reasonable leading the reader to similar conclusions. The appraiser arrived at a reasonable conclusion regarding the highest and best use of the subject. As such, the report is considered acceptable and approvable as amended.

The **purpose of the appraisal** was to estimate the market value of the subject property before and after acquisition of the proposed conservation easement to be placed on the subject property to estimate its impact on value. The intended use of the appraisal was to serve as a basis for potential acquisition of a conservation easement by the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program (FDACS/RFLPP).

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

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

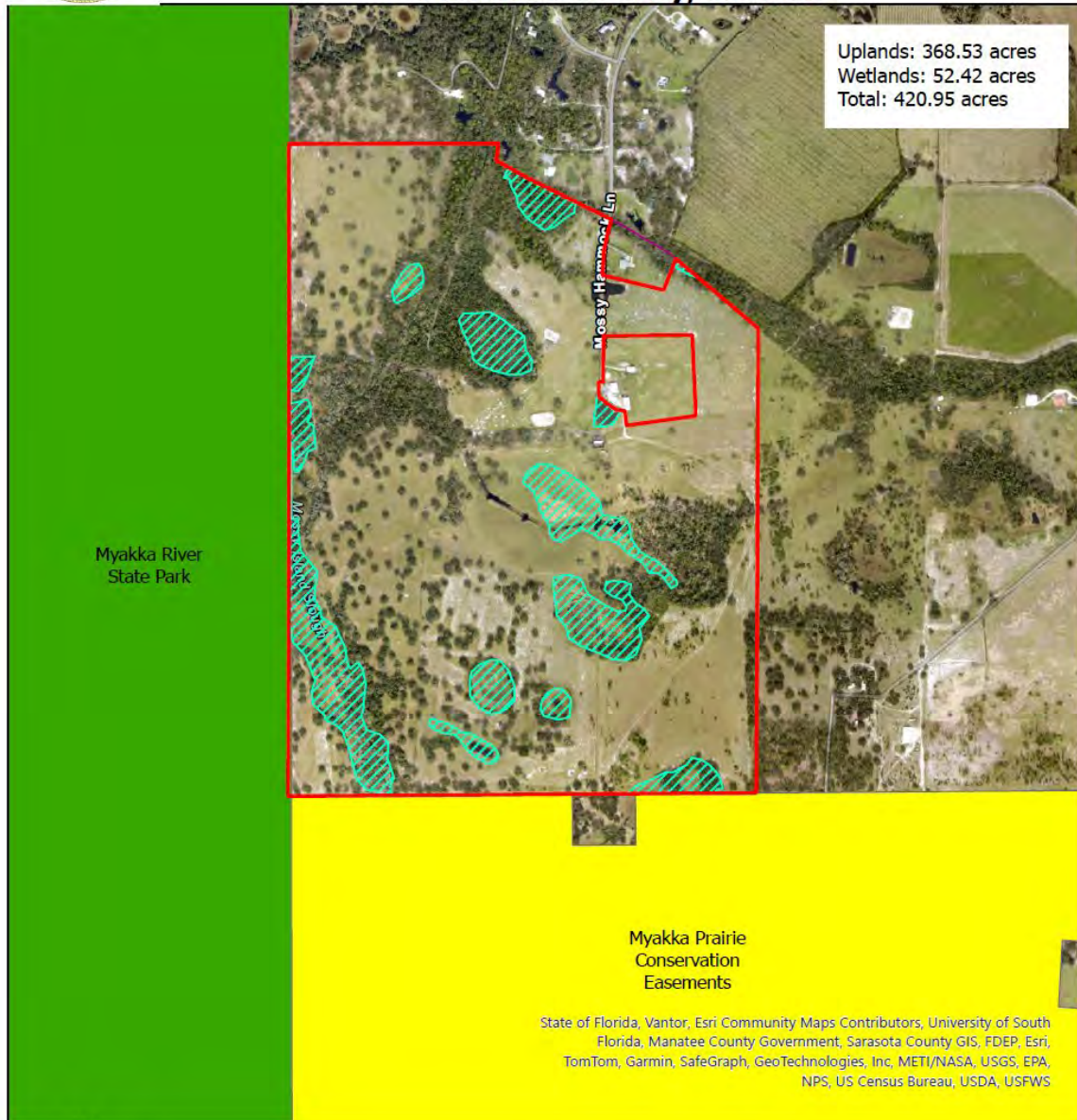
Acceptance of Appraisals

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

Aerial Map



**Rural and Family Lands Protection Program
Mossy Island Ranch
Daniel and Lori Manning
Manatee County, Florida**



0 330 660 1,320 1,980 2,640 Feet

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

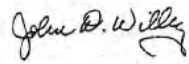
Documentation of Competence

 Appraisal Institute Professionals Providing Real Estate Solutions	Property Economics Professionals  ASPMRA	 American Society of Appraisers The International Society of Professional Valuers
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Certificate of Completion

Thomas G. Richards, MAI
has successfully completed the

Valuation of Conservation Easements Certificate Program
on January 18, 2008 .

 _____ Terry R. Dunkin, MAI, SRA, 2007 President, Appraisal Institute	 _____ Ray L. Brownfield, AFM, ARA, President, ASPMRA	 _____ John D. Willey, FASA, President, ASA
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THE CERTIFICATE OF COMPLETION DOES NOT PROVIDE CERTIFICATION OF ANY KIND, NOR DOES IT ATTEST TO THE COMPETENCY OF THE PARTICIPANTS.	 Land Trust Alliance Together, conserving the places you love This program was developed with the approval of the Land Trust Alliance.
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Certification

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

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



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

June 2, 2026
Date

Mossy Island Ranch – 420.95

Manatee County, Florida

**APPRAISAL REPORT OF
MOSSY ISLAND RANCH
RURAL & FAMILY LANDS PROTECTION PROGRAM**



Address:

14715 Mossy Hammock Lane
Myakka City, Manatee County, Florida 34251

Prepared For

Bret Hader – Land Acquisition Coordinator
Florida Department of Agriculture and Consumer Services
Rural and Family Lands Protection Program
315 South Calhoun Street, Suite 500
Tallahassee, Florida 32301

Inspection Date | Effective Date

March 19, 2026

Date of Report

June 2, 2026

Prepared by

Riley K. Jones, MAI, SRA
St. Cert. Gen. REA RZ 3529

**FLORIDA REAL ESTATE ADVISORS, INC.
140 Imperial Street
Merritt Island, Florida 32952**



Florida Real Estate Advisors, Inc.

Appraisers and Consultants

140 Imperial Street
Merritt Island, Florida 32952

FREA

Florida Real Estate Advisors, Inc.

June 2, 2026

Bret Hader – Land Acquisition Coordinator
Florida Department of Agriculture and Consumer Services
Rural and Family Lands Protection Program
315 South Calhoun Street, Suite 500
Tallahassee, Florida 32301

Re: *Project Name: Rural and family lands protection program – Mossy Island Ranch - Conservation Easement, located in Manatee County, at 14715 Mossy Hammock Lane, Myakka City, Florida 34251.*

Dear Bret,

As requested, and in accordance with the Florida Department of Agriculture and Consumer Services Assignment, I have prepared and appraisal report for your review. The subject of this appraisal is a 420.95-acre property located in Manatee County, Florida. A proposed deed of conservation easement will encumber the subject property. According to the appraisal map provided by the client, the subject will have approximately 52.42 acres of probable jurisdictional wetlands which equates to about 12% of the subject property. The owner will retain two (2) fee simple cutouts totaling about 12.92-acres. The subject consists of an irregular shaped tract that is legally accessed from its direct road frontage at the southern terminus of Mossy Hammock Lane. Improvements consist of fencing, cross fencing, gates and a cow pen. The subject is primarily utilized for rural recreation and cattle grazing. The subject is located south and east of several newly developing subdivisions and is located in a rural but transitioning market area.

The purpose of this appraisal assignment is to provide an opinion of value of the subject property before the “Deed of Rural Lands Protection Easement” has been implemented and an opinion of value of the subject property after the “Deed of Rural Lands Protection Easement” has been implemented, the difference being attributed to the impact that the “Deed of Rural Lands Protection Easement” has on the market value of the subject property as of the date of the field inspection, March 19, 2026, subject to those exceptions identified in the Old Republic National Title Insurance Policy # 1716163, with an effective date of January 28, 2026.

The client for this assignment is the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program (FDACS / RFLPP). The intended users are the client, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF), and Manatee County. The intended users will rely upon the analysis, opinions, and conclusions to make internal decisions regarding the potential acquisition of the conservation easement, subject to those exceptions identified in the title insurance policy.

This appraisal report is prepared under the Appraisal Report reporting option of Standards Rule 2-2A which has been prepared in compliance and within the guidelines of the Appraisal Foundation's 2024 Uniform Standards for Professional Appraisal Practice (USPAP) & the Supplemental Standards for the Board of Trustees, dated 3/2/2016 (SASBOT).



**Mossy Island Ranch – 420.95 Acres
Manatee County, Florida**

3

The Market Value reported herein is subject to the "Assumptions and Limiting Conditions" found in the addendum of this report and the "Hypothetical Conditions" and "Extraordinary Assumptions", found within this attached appraisal report.

As a result of my investigation into those matters which affect market value, and by virtue of my experience and training, it is my opinion that the market value of the subject before conveyance of the "Deed of Rural Lands Protection Easement" is \$6,300,000, and the market value of the subject after conveyance of the "Deed of Rural Lands Protection Easement" is \$2,300,000. The impact that the "Deed of Rural Lands Protection Easement" will have on the market value of the subject is \$4,000,000. The effective date of this appraisal and date of my inspection is March 19, 2026. The values reported herein are subject to those exceptions identified in the Old Republic National Title Insurance Policy # 1716163, with an effective date of January 28, 2026.

Valuation Breakdown

Before Value – (Fee Simple Interest)	\$6,300,000
After Value – (Remainder Interest)	\$2,300,000
Impact of Conservation Easement	\$4,000,000

Hypothetical Condition

My analysis includes a before and after valuation of the subject property which is to be encumbered by a perpetual conservation easement. The easement is proposed; therefore, it is contrary to existence. My after value is based upon the hypothetical condition that the subject is encumbered by the conservation easement provided by the client. The use of this hypothetical condition might impact the assignment results.

Extraordinary Assumption

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

A description of the property appraised, together with the supporting data, analysis and conclusions upon which the values are based is contained within the body of the attached report. Included in the report are pertinent exhibits such as photographs and maps to help the reader visualize the subject property. For your convenience, a summary of important facts and conclusions follows this letter.

Respectfully submitted by,



Riley K. Jones, MAI, SRA
Florida Real Estate Advisors, Inc
State-Certified General Appraiser RZ3529
Riley@florida-re.com
321-438-3231

FREA File #: 26-8592

**FLORIDA REAL ESTATE ADVISORS, INC.
140 Imperial Street
Merritt Island, Florida 32952**

INTRODUCTION

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CONFIDENTIAL EXECUTIVE SUMMARY

Project ID: Mossy Island Ranch

Tax Identification:

No Parcels	Mossy Island Ranch
1	237160106

Address / County: 14715 Mossy Hammock Lane
Myakka City, Florida 34251
Manatee County, Florida

Ownership Name: Daniel Robert Manning and Lori Manning
PO Box 243
Oneco, FL 34264

Appraiser: Riley K. Jones, MAI, SRA
Florida Real Estate Advisors, Inc
140 Imperial Street
Merritt Island, Florida 32952

Date of Value: March 19, 2026

Date of Report: June 2, 2026

Interest Appraised: **Before Value** - Fee Simple Interest – subject to those exceptions identified in Old Republic National Title Insurance Policy # 1716163, with an effective date of January 28, 2026.

After Value - Fee Simple Interest subject to those exceptions reported in Old Republic National Title Insurance Policy # 1716163, with an effective date of January 28, 2026, and subject to the terms and conditions of the proposed “Deed of Rural Lands Protection Easement”.

Parcel Size: Sizes Per Client Appraisal Map
Uplands 368.53 Acres (88%)
Wetlands 52.42 Acres (12%)
Gross 420.95 Acres (100%)

Significant Natural Areas: None

Ownership History / Prior Sale The subject has been under the same ownership in excess of five years.

Listing:	To the best of my knowledge, the subject is not listed for sale or under contract to be purchased.
Access:	The subject has direct road access at the south terminus (Cul-de-sac) of Mossy Hammock Lane.
Frontage:	The subject has about 85 linear feet of road frontage at the south terminus of Mossy Hammock Lane.
Zoning:	Agriculture – 1 Unit per 5 Acres.
Future Land Use:	AG-R – Agricultural / Rural. Permits residential density of 1 / DU per 5 / Acres. Permits farming, agricultural support, and rural residential uses.
Assessment & Taxes:	2025 Assessed Value is \$187,279. The total taxes were \$2,582.27 in 2025. As of the date of this appraisal, the real estate taxes for 2025 are current. All prior years taxes have been paid in full.
Utilities:	Electric, septic & private well. Public water and sewer are located approximately 7 miles west of the subject near the intersection of State Road 62 & Keen Road.
Flood Zone Information:	The subject proposed conservation easement is within Flood Zones X & A; FEMA flood map number: 12081C0465E – Dated, March 17, 2014.
OGM Rights:	The Oil, Gas and Mineral rights appear to be intact. The title policy is silent on Oil, Gas and Mineral rights.
Easements:	No adverse easements were noted or reported to the appraiser. See title exception section of this report.
Encumbrances:	<u>Before Value</u> - No encumbrances were noted. <u>After Value</u> – 420.95 acres will be encumbered by the proposed “Deed of Rural Lands Protection Easement”. The impact of the “Deed of Rural Lands Protection Easement” is identified within the body of the appraisal report.
Improvements:	Fencing, Cross Fencing, Gates and Cow Pen.
Highest and Best Use:	<u>Before H&BU</u> - Agriculture and rural recreation with potential for future rural residential development.

After H&BU – Agriculture and rural recreation subject to restrictions imposed by the “Deed of Rural Lands Protection Easement”. No subdivisions or residential entitlements are permitted by the Deed of Rural Lands Protection Easement.

Present Use: Agriculture / Rural Recreation (Cattle Grazing / Rural Recreational).

VALUE INDICATIONS

Data Range:	<u>Before Value</u> - \$12,500 - \$17,201 / Acre
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	<u>After Value</u> - \$5,013 - \$7,440 / Acre
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Before Value – (Fee Simple):	\$6,300,000 (\$15,000 / Acre)
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After Value – (Remainder):	\$2,300,000 (\$5,500 / Acre)
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Impact from CE	\$4,000,000 (\$9,502 / Acre)
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Effective Date(s)	March 19, 2026
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Date of Report	June 2, 2026
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Property Rights	Before - Fee Simple Estate – Subject to title exceptions After – Fee Simple Estate (Remainder Rights) – Subject to title exceptions and Deed of Conservation Easement.
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Marketing & Exposure Time	12 months or less
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Hypothetical Condition

My analysis includes a before and after valuation of the subject property which is to be encumbered by a perpetual conservation easement. The easement is proposed; therefore, it is contrary to existence. My after value is based upon the hypothetical condition that the subject is encumbered by the conservation easement provided by the client. The use of this hypothetical condition might impact the assignment results.

Extraordinary Assumption

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

CERTIFICATION

I certify to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have not completed any prior services for the subject property in any capacity in the past three years.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses opinions, and conclusions were developed, and this report has been prepared in conformity with the 2024 Uniform Standards for Professional Appraisal Practice (USPAP) and the Supplemental Standards for the Board of Trustees, dated 3/2/2016 (SASBOT), all of which includes peer review.
- Riley K. Jones, MAI, SRA, made a personal inspection of the property that is the subject of this report and all comparables (if physically possible) used in developing the opinion of value. The date of inspection was March 19, 2026. In attendance was Thomas Richards, MAI - Reviewer, Bret Hader – FDACS representative; Kara Koenig & Kendall Carson – Manatee County representatives & Robert “Bob” Manning – Property Owner. The inspection involved touring the internal road system, boundary lines in and around the property and improvements.
- Roberto R. Martinez, State-Registered Trainee Real Estate Appraiser RI24228, with Florida Real Estate Advisors, Inc., provided 46 hours of professional assistance to the person signing this report. This assistance included data gathering, sales research and analysis, and report development under my direction and supervision.
- I, Riley K. Jones, MAI, SRA, the supervisory appraiser of the registered trainee who contributed to the development or communication of this appraisal, hereby accept full and complete responsibility for any work performed by the registered appraiser trainee named in this report as if it were my own work.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- As of the date of this report, Riley K. Jones, MAI, SRA has completed the requirements of the continuing education program for designated members of the Appraisal Institute.
- The reported analyses, opinions, or conclusions were developed, and this report has been prepared in conformity with the requirements of the State of Florida for state-certified appraisers (Florida Statutes Chapter 475, Part II). The use of this report is subject to the requirements of the State of Florida related to review by the Florida Appraisal Board and the Appraisal Institute for designated members.
- It is my opinion that the market value of the subject property before conveyance of the “Deed of Rural Lands Protection Easement” is \$6,300,000, and the market value of the subject property after conveyance of the “Deed of Rural Lands Protection Easement” is \$2,300,000. The impact that the “Deed of Rural Lands Protection Easement” will have on market value of the subject is \$4,000,000. The effective date of this appraisal and date of my inspection is March 19, 2026. The values reported herein are subject to those exceptions identified in the Old Republic National Title Insurance Policy # 1716163, with an effective date of January 28, 2026.

The appraiser-client relationship is with the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program (FDACS / RFLPP). The intended users are the client, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF), and Manatee County, Florida. The intended users will rely upon the analysis, opinions, and conclusions to make internal decisions regarding the potential acquisition of the conservation easement, subject to those exceptions identified in the title insurance policy.



Riley K. Jones, MAI, SRA
State Certified General Appraiser RZ 3529

LIMITING CONDITIONS AND UNDERLYING ASSUMPTIONS

1. Unless otherwise stated, the value in the appraisal represents the opinion of the Market Value of the subject as of March 19, 2026. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.
2. This appraisal report covers only the property described and any values or rates utilized are not to be construed as applicable to any other property, however similar the properties might be.
3. The reported values herein are subject to those exceptions identified in the Old Republic National Title Insurance Policy # 1716163, with an effective date of January 28, 2026. A copy has been included in the addenda of this appraisal report. The After value is subject to the terms and conditions noted in the “Deed of Rural Lands Protection Easement” which is also included in the addendum.
4. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report have been submitted by the applicant for this appraisal or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.
5. Possession of any copy of this report does not carry with it the right of publication, nor may it be used for any purpose by any but the applicant without the previous consent of the appraisers or the applicant, and in any event, only in its entirety.
6. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraisers or the firm with which he is connected or any reference to the Appraisal Institute, or to the MAI & SRA designation.
7. The appraiser herein, by reason of this report, is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.
8. The contract for the appraisal of said property is fulfilled by the signer hereto upon the delivery of this report.
9. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and zoning laws unless non-compliance is stated, defined and considered in the appraisal report.
10. It is assumed that there are no hidden or no apparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions or the engineering, which might be required to discover these factors.
11. The total land areas, boundary dimensions, configurations and wetland determinations were based upon information provided by the client, in this case, the Florida Department of Agriculture and Consumer services, Rural and Family Lands Protection Program (FDACS / RFLPP). A formal survey of the property was not made available to the appraiser. This appraisal is based upon the assumption that the client’s information is correct. If a future survey should show otherwise, I reserve the right to reconsider my final value estimate.

EXTRAORDINARY ASSUMPTIONS¹

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.

This report is developed based upon the following extraordinary assumptions:

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

¹ Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022).

HYPOTHETICAL CONDITIONS²

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. A hypothetical condition may be used in an assignment only if:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- Use of the hypothetical condition results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.

My analysis includes a before and after valuation of the subject property which is to be encumbered by a perpetual conservation easement. The easement is proposed; therefore, it is contrary to existence. My after value is based upon the hypothetical condition that the subject is encumbered by the conservation easement provided by the client. The use of this hypothetical condition might impact the assignment results.

² Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022).

QUALIFICATIONS - RILEY K. JONES, MAI, SRA

PROFESSIONAL DESIGNATIONS / LICENSING

- MAI Member of the Appraisal Institute
- SRA Member of the Appraisal Institute
- State-Certified General Appraiser, License No. RZ 3529
- FHA / HUD Approved, Certification No. FL RZ 3529
- VA Approved, VA No. 5005211
- Past President of the East Florida Chapter of the Appraisal Institute - 2024

APPRAISAL EDUCATION

- Uniform Appraisal Standards for Federal Land Acquisitions, Yellow Book – May 2024; Florida Law – January 2024; 7 – Hour USPAP Update – March 2024
- Business Practice & Ethics – October 2022; FEMA 50% Rule Appraisal - October 2022; Capital Reserve Studies - September 2022
- 2022 – 2023 7 Hour USPAP Update Course - February 2022; Central Florida Real Estate Forum, Appraisal Institute - March 2022; 3 Hour Florida Law - March 2022
- Case Studies in Appraising Green Commercial Buildings, November 2020
- Florida Law, 7-Hour National USPAP Update, Business Practices & Ethics, February 2020
- Central Florida Real Estate Forum, Appraisal Institute, October 2018
- Supervisor / Trainee Course, Appraisal Institute, July 2018
- Appraising for the Department of Interior – Office Valuation Services (OVS) and Federal Agencies – Uniform Appraisal Standards for Federal Land Acquisition (“Yellow Book”), April 2018
- Florida Law, 7-Hour National USPAP Update, Business Practices & Ethics, February 2018
- Advanced Land Valuation: Sound Solution to Perplexing Problems, January 2018
- Advanced Market Analysis & Highest and Best Use; Advanced Income Capitalization; Advanced Concepts & Cash Studies, etc. January 2013 – March 2014.
- Argus DCF; Lease by Lease Analysis; Regression Analysis; 7 Hour National USPAP Update & Florida Core Law Update, 2012; 2012 Valuation Forum
- Uniform Appraisal Dataset; General Appraisal Report Writing & Cash Studies; General Site Valuation and the Cost Approach; General Sales Comparison Approach; Appraisal Review Seminar; General Market Analysis & Highest and Best Use, 2011
- Real Estate Finance, Statistics, and Valuation Modeling; General Appraiser Income Approach Part 1 & 2, 2010
- Appraising Distressed Commercial Real Estate, 2009
- Residential Sales Comparison & Income Approach, 2007

REAL ESTATE APPRAISAL EXPERIENCE

- 2009 – Current; Family Owned / 50% Partner, Florida Real Estate Advisors, Inc.

EDUCATIONAL BACKGROUND

- Associate of Science Degree (Aerospace Tech) – Brevard Community College, Brevard, Florida, Graduated May 2007
- Bachelors of Science Degree (Finance) – Auburn University, Auburn, Alabama, Graduated May 2009

TYPES OF APPRAISALS COMPLETED

- Single Family Residential (Typical & Luxury), Duplex, Triplex, Residential & Commercial Review, Vacant Land (Subdivision, Raw, Mixed Use, Etc.), Retail, Office, Multi-family, Industrial, Recreational, (Agricultural - Conservation easements, Rural Recreational Land, High Fence Hunting Preserves, Cattle Ranches, Row Crop Farms, Surface Right Valuations, Etc.), Mixed-Use, Special Purpose: (FEMA 50% Rule Appraisals, Aircraft Hangars, Boat Houses, Marinas, Charter School, Churches, Mini Golf Facilities, RV Parks, Funeral Homes, Green LEED Certified Buildings, Parking Lots, Etc.)

QUALIFICATIONS OF ROBERTO R. MARTINEZ

BUSINESS ADDRESS

Florida Real Estate Advisors, Inc.
140 Imperial Street
Merritt Island, Florida 32952

Office: (321) 438-3231
Cell: (407) 797-6965
Email: roberto@florida-re.com

EDUCATION

Bachelor of Science Degree in Business Administration, Real Estate Major, University of Central Florida.
Associates of Arts, Business Track, Indian River State College (IRSC).
Associates of Applied Science in Agriculture Production Technology, IRSC.
Aquaculture Certificate, IRSC/Harbor Branch Oceanographic Institution.

RELEVANT COURSES

- Fundamentals of Real Estate
- Real Estate Law
- Business Law and Ethics
- Environmental Issues in Real Estate
- Real Estate Investment Analysis
- Real Estate Development (NAIOP Challenge Course)
- Business Finance
- Residential Real Estate Finance
- Personal Finance and Investments
- Real Estate Appraisal and Valuation
- Basic Appraisal Principals
- Basic Appraisal Procedures
- Residential Report Writing
- Uniform Standards for the Professional Appraisal Practice Course (USPAP)
- Uniform Appraisal Standards for Federal Land Acquisitions “Yellow Book”
- Florida Appraisal Rules and Laws, and Roles and Rules of Supervisor and Trainee Appraisers
- USPAP Update Course - Current
- Florida Law Update - Current
- General Appraiser Site Valuation and Cost Approach
- General Appraiser Sales Comparison Approach
- General Appraiser Income Approach
- Foreclosures and Short Sales
- 2-4 Family and Multi-Family Appraisal
- Appraisal of Assisted Living Facilities
- Appraisal of Self-Storage Facilities
- The Dirty Dozen: The 12 things that should be in every report
- Residential and Commercial Valuation of Solar
- Appraisal of Restaurant Properties
- Market Disturbances – Appraisal in Atypical Markets

ROBERTO R. MARTINEZ PROFESSIONAL DESIGNATIONS AND EXPERIENCE

- State-Registered Trainee Appraiser – State of Florida – License Number: RI 24228.
- Sales Associate – State of Florida – License Number: SL3384124.
- CRE & Residential Real Estate Staff Appraiser – FREA, Inc, Orlando, FL 2018 to the Present.
- Senior CRE Analyst / Appraiser – First Light Appraisal, Cape Canaveral FL 2014 to 2017.
- Real Estate Staff Appraiser - Irwin Stokes & Robertson, Orlando FL 2012 to 2014.
- Real Estate Appraiser/Analyst – Clayton Roper & Marshall, Orlando FL 2010 – 2011.

Over the last 15 years, I have worked on appraisals of vacant land with various types of zoning, agriculture land, conservation easements, land locked parcels, proposed construction, eminent domain, residential subdivisions, schools, fraternal buildings, apartments, multi-tenant neighborhood shopping centers, multi-story office buildings, banks, gas stations, convenience stores, restaurants, personal-storage facilities, commercial condominiums, industrial office/warehouses, FEMA 50/50 Rule appraisals, residential appraisals and solar valuations for individuals, financial institutions, corporations, attorneys, developers, the State of Florida and municipalities.

EXHIBITS

APPRAISAL MAP



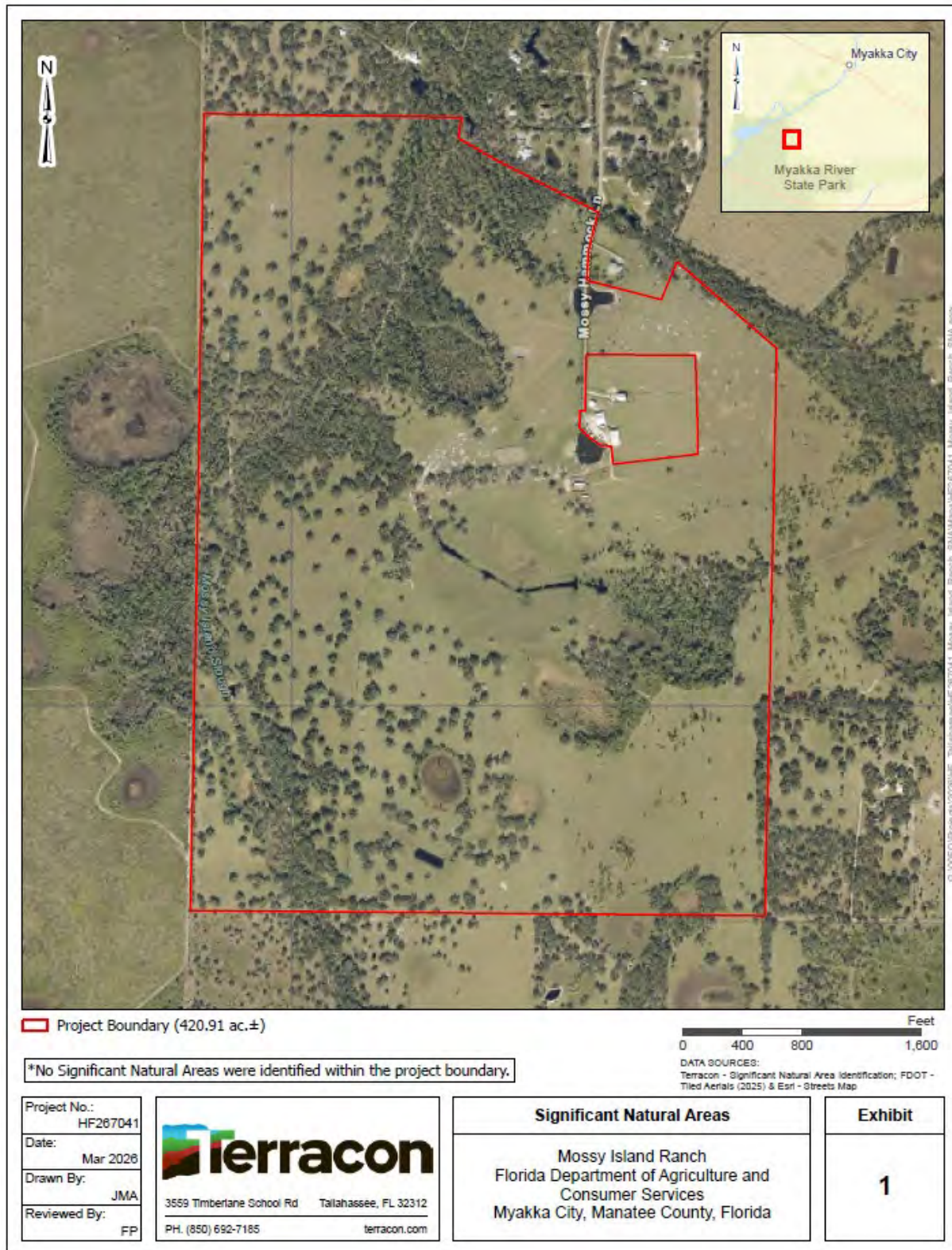
**Rural and Family Lands Protection Program
Mossy Island Ranch
Daniel and Lori Manning
Manatee County, Florida**



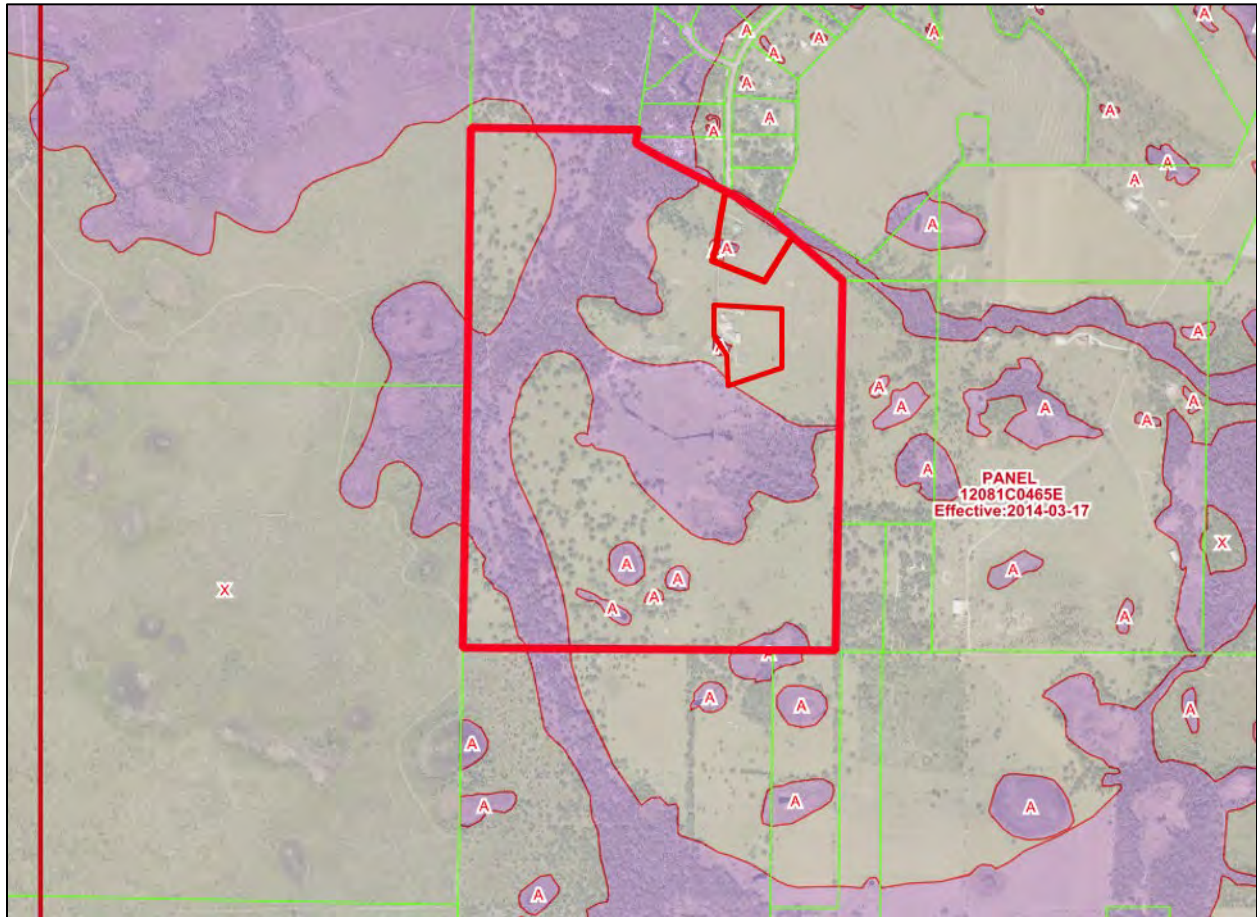
0 330 660 1,320 1,980 2,640
Feet

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

SNA MAP

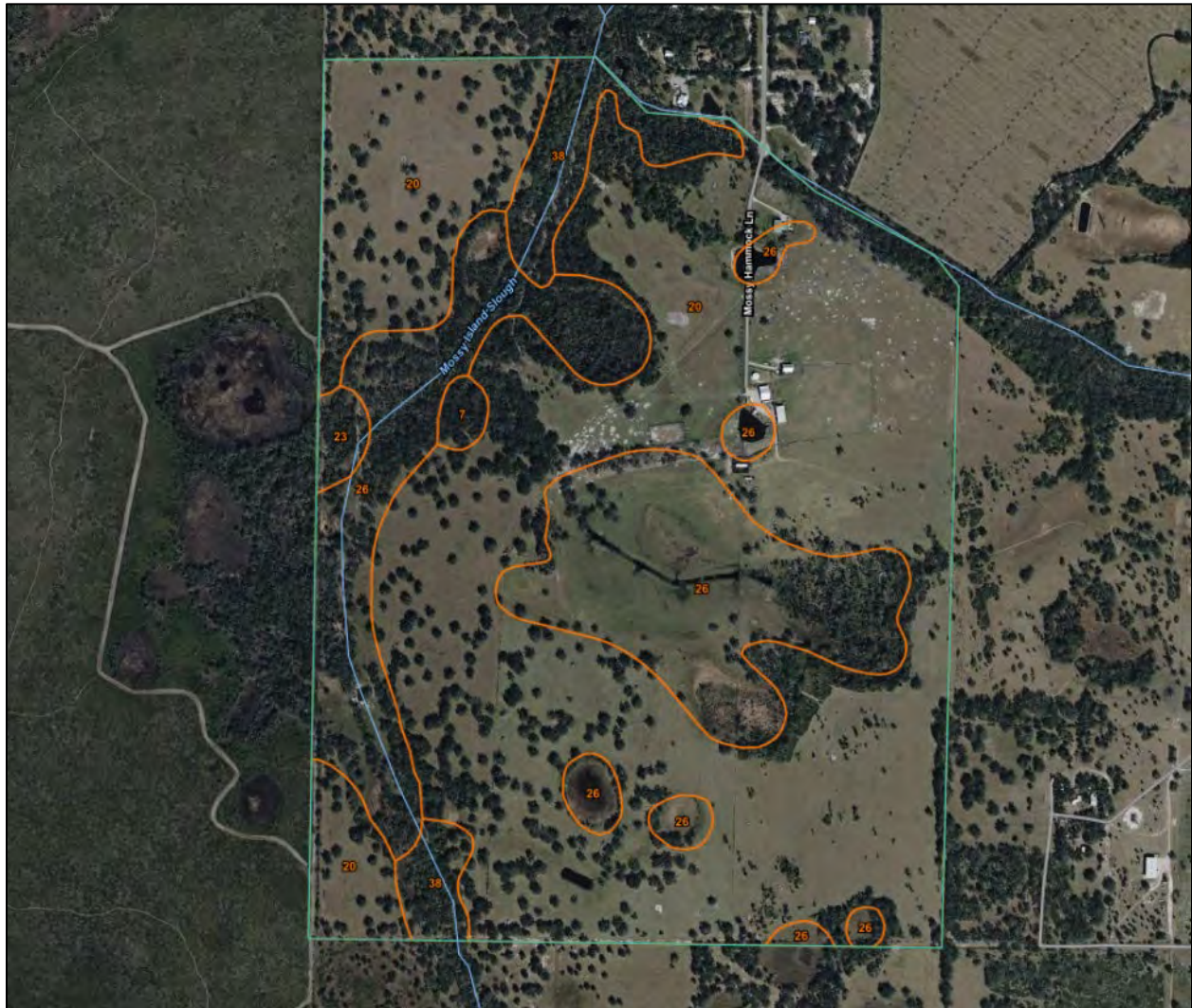


FLOOD MAP



The subject proposed conservation easement (In Red) is within Flood Zones X & A; FEMA flood map number: 12081C0465E – Dated, March 17, 2014. The map above was produced by the appraiser, and the boundary lines are a visual representation of the property, they are not exact.

SUBJECT SOIL MAP



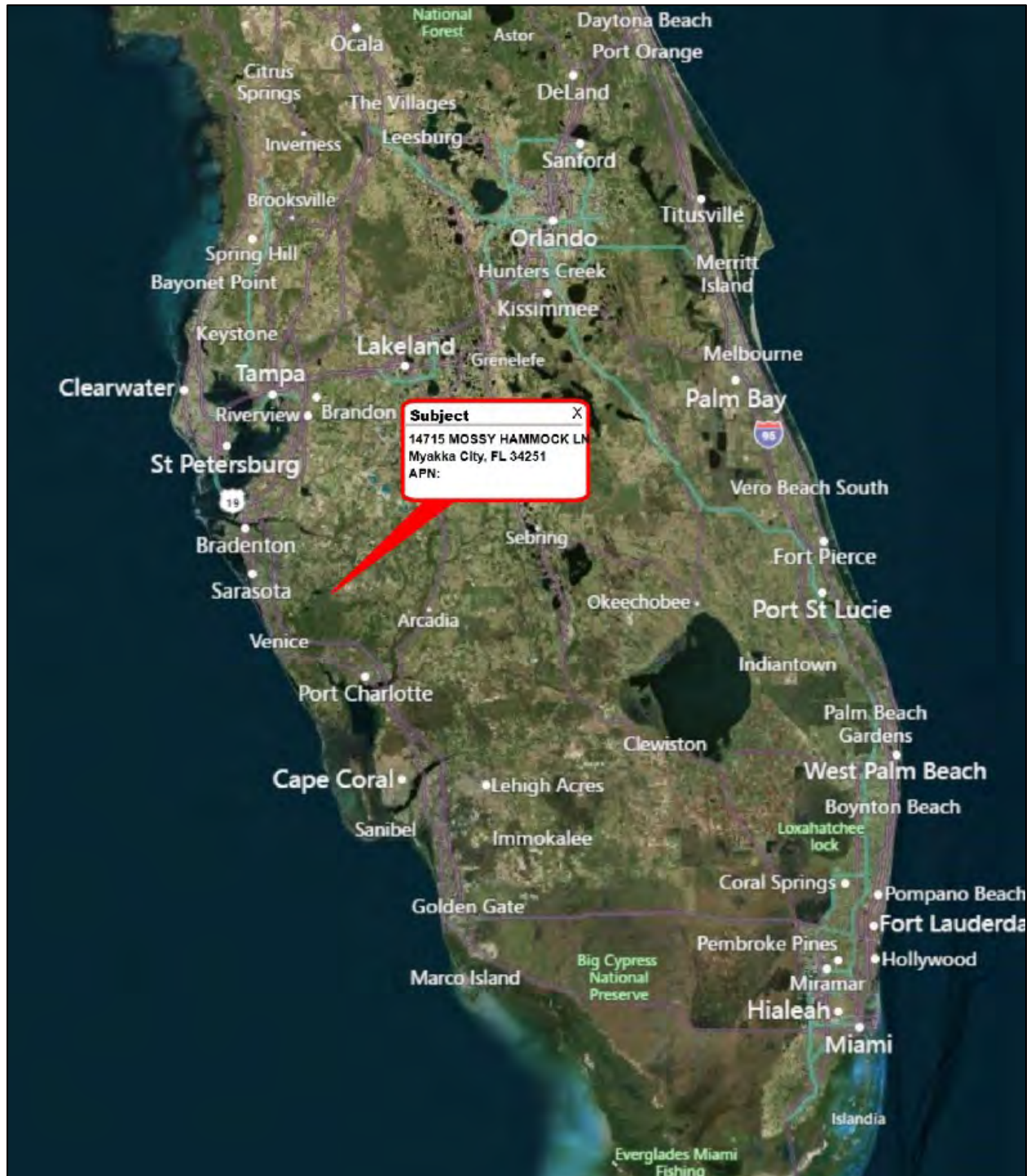
It should be noted that the boundary lines illustrated above are the appraiser's visual representation of the subject property. These lines are not exactly as portrayed by the appraisal map provided by the client.

SOIL IDENTIFICATION

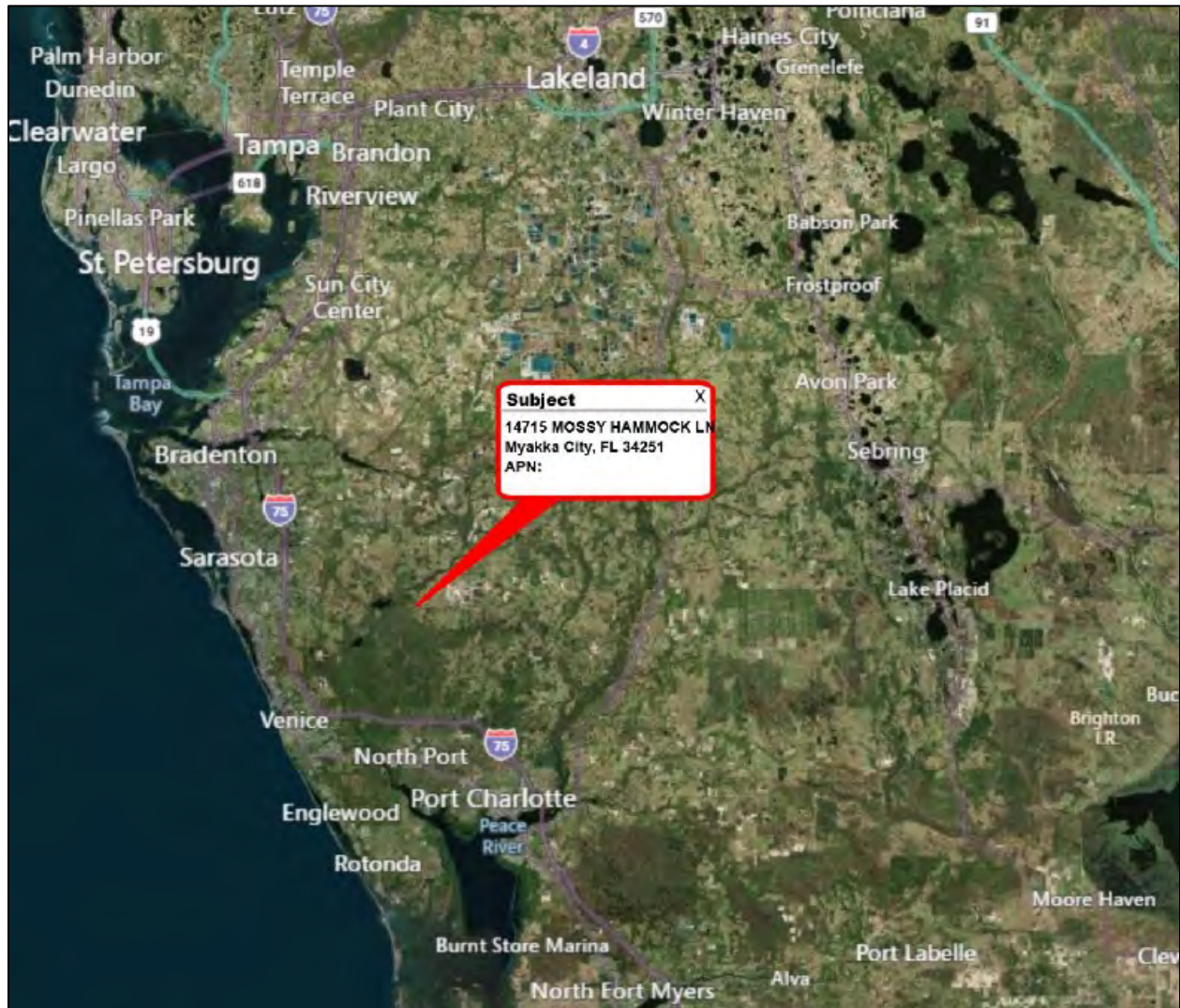
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7	Canova, Anclote, and Okeelanta soils	2.5	0.6%
20	EauGallie-EauGallie wet, fine sand, 0 to 2 percent slopes	306.9	68.4%
23	Felda-Palmetto complex	3.7	0.8%
26	Floridana-Immokalee-Okeelanta association	115.1	25.6%
38	Palmetto sand	20.8	4.6%
Totals for Area of Interest		449.0	100.0%

An upland/wetland determination was provided by the client with a breakdown as to the number of acres of uplands and wetlands. Based upon the client's map, the subject has 368.53 - acres of probable uplands (88%) and 52.42 - acres of potential jurisdictional wetlands (12%). The above soils are relatively consistent with the appraisal map provided by the client. The soil composition is typical for rural / agricultural properties in this market area and is suitable for its current and intended use.

LOCATION MAP - STATE OF FLORIDA



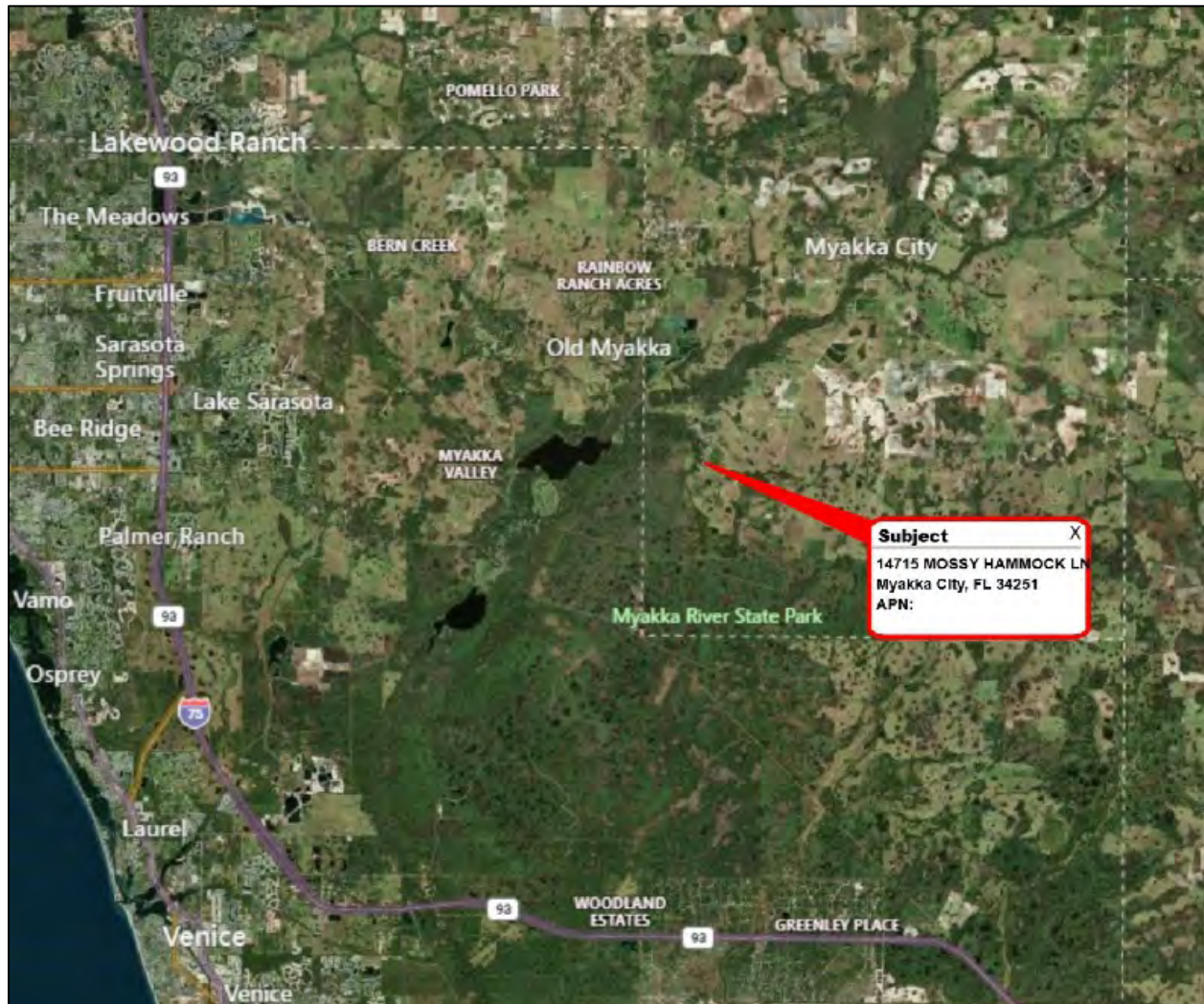
AREA MAP



*Mossy Island Ranch – 420.95 Acres
Manatee County, Florida*

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LOCATION MAP



**FLORIDA REAL ESTATE ADVISORS, INC.
140 Imperial Street
Merritt Island, Florida 32952**

SUBJECT PHOTOS – All Subject photos were taken by Riley K. Jones on March 19, 2026, around 10:00 AM.



Mossy Hammock Lane Looking North – Subject Behind Photographer



Subject Property Entrance

**FLORIDA REAL ESTATE ADVISORS, INC.
140 Imperial Street
Merritt Island, Florida 32952**



Cowpens



Pasture View



East Boundary looking southerly



Near South Boundary



South Boundary



Interior woods view



Typical Interior View



Typical Interior View / Small Creek



Typical Pasture View



Typical Interior View



Wetlands / Creek on property



Typical Interior View



Typical Pasture View



Typical Pasture View / Prior Sod Field

SCOPE OF WORK

According to the Uniform Standards of Professional Appraisal Practice (USPAP) & Supplemental Standards for the Board of Trustees, dated 3/2/2016 (SASBOT), it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser has considered and completed the following:

SCOPE OF WORK

Report Type:	This appraisal report is prepared under the Appraisal Report reporting option of Standards Rule 2-2A which has been prepared in compliance with and within the guidelines of the Appraisal Foundation's 2024 Uniform Standards for Professional Appraisal Practice (USPAP) & the Supplemental Standards for the Board of Trustees, dated 3/2/2016 (SASBOT).
Inspection:	The subject was inspected on March 19, 2026, by: Riley K. Jones, MAI, SRA – Appraiser, Thomas Richards, MAI - Reviewer, Bret Hader – FDACS representative; Kara Koenig & Kendall Carson – Manatee County representatives & Robert “Bob” Manning – Property Owner.
Market Area and Analysis of Market Conditions:	An analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.
Prior Services:	No prior services rendered.
Value Analysis:	The sales comparison approach was the only approach used to develop the values of the subject property in the before and after scenarios. This was accomplished by applying three sales in the before scenario which reflect fee simple – non encumbered properties and four sales in the after which reflect properties encumbered with conservation easements. The after sales are reasonably similar to the subject with respect to the proposed conservation easement and they bracket the subject's proposed restrictions. I then reconciled the before and after values rounding to the nearest \$50,000.

Once the reconciled values were determined, I analyzed the impact that the proposed “Deed of Rural Lands Protection Easement” will have on the market value of

the subject property. This is done by subtracting the Before – After = Impact from the Conservation Easement.

I estimated the market value of the subject property's "as is" fee simple interest in the before scenario subject to those exceptions identified in the Old Republic National Title Insurance Policy # 1716163, with an effective date of January 28, 2026. The after value is also subject to the exceptions identified in the title policy as well as the proposed "Deed of Rural Lands Protection Easement".

All of the comparables have similar characteristics to the subject property and are excellent substitutes for an informed buyer in this market. All of the sales have the same / similar highest and best use as rural agricultural properties that have future rural residential development potential and / or are encumbered agricultural properties.

Each sale, including the subject in the before & after, has a highest and best use to continue as an agricultural property specifically related to agricultural practices and rural recreation and for potential future rural residential development. The sales bracket the subject character with respect to location, size, access, improvements, etc. The sales comparison approach is most meaningful when valuing a property like the subject where most of the value runs with the land. The suggested value indication from each sale was analyzed and then a reconciled market value was estimated for the before and after analysis.

Departure:

The cost and income approach to value are not relevant or applicable in the valuation of ranch or agricultural properties similar to the subject. The omission of the cost and income approach is not considered to impact our value analysis.

The client – The client for this assignment is the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program (FDACS / RFLPP).

Intended Users - The intended users are the client, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF), and Manatee County, Florida.

The intended use of the report –The intended users will rely upon the analysis, opinions, and conclusions to make internal decisions regarding the potential acquisition of the conservation easement, subject to those exceptions identified in the title insurance policy.

The purpose of this appraisal - The purpose of this appraisal assignment is to provide an opinion of the value of the subject before the “Deed of Rural Lands Protection Easement” has been implemented and an opinion of the value of the subject after the “Deed of Rural Lands Protection Easement” has been implemented, the difference being attributed to the impact that the “Deed of Rural Lands Protection Easement” has on the market value of the subject property as of the date of the field inspection, March 19, 2026, subject to those exceptions identified in the Old Republic National Title Insurance Policy # 1716163, with an effective date of January 28, 2026.

Date of Report: June 2, 2026

Date of Value / Effective Date: March 19, 2026 – Date of inspection

The type and definition of value – According to the *Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, dated March 2016*, market value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeable and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under the following conditions:

- o Buyer and seller are typically motivated;
- o Both parties are well informed or well advised, and each acting in what they consider their own best interests;
- o A reasonable time is allowed for exposure in the open market;
- o A payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- o The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Perpetual Conservation Easement: The “After Value” of the subject is to be appraised subject to the terms and conditions of the “Deed of Rural Lands Protection Easement”, A conservation easement is defined as:

“An interest of real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement.”

Source: The Dictionary of Real Estate Appraisal – Appraisal Institute, 7th Edition - 2022.

A conservation easement is an encumbrance, essentially transferring the right of use from the landowner to a governmental agency or to a qualified land protection organization for the purposes of conservation. It typically restricts future development and/or other activities mutually agreed to by the landowner and the agency. In some instances, it places certain responsibilities and tasks on the underlying fee owner. A conservation easement is a “less than fee” simple estate that conveys use, but not title, that generally runs with the land into perpetuity.

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made by Daniel Robert Manning and Lori Manning, husband and wife, whose address is 14715 Mossy Hammock Ln, Myakka City, FL 34251, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 (“State Grantee”) and MANATEE COUNTY, a political subdivision of state of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 (“County Grantee”). State Grantee and County Grantee collectively shall be “Grantees.”

Ultimately, the Florida Department of Agriculture and Consumer Services (FDACS / RFLPP) and Manatee County, Florida, hopes to acquire a conservation easement over the subject’s 420.95 acres.

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

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

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Maintenance of soil productivity and control of soil erosion.
- Maintenance or improvement of the overall quality of the timber resource.

- Protection of the integrity and function of the working landscape, including any buffers to natural areas, ecological greenways and functioning ecosystems.
- Promotion of the restoration, enhancement, or management of species habitat.
- Protection, restoration, or enhancement of water bodies and aquifer recharge areas including uplands and springsheds, wetlands, or watersheds.
- Conservation and protection of unique and fragile natural areas and rare species habitats.
- Perpetuation of open space on working lands that contain SNAs.
- Allowance of appropriate uses of the Property for activities which will provide long term economic sustainability.

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

The most important factors that impact the fee simple (Before) market value of the subject property are the prohibited and reserved rights noted in the deed of conservation easement.

ARTICLE VI. PROHIBITED USES

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

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

B. Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, except those required for environmental

restoration, federal, state or local regulatory programs, or BMPs, including but not limited to, mining, excavation of surface or subsurface materials, the exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances. There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, by an individual or entity acting under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control, unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, or pollution of existing surface or subsurface water flow or natural water sources, freshwater lakes, ponds and pond shores, marshes, creeks, or any other water bodies except as consistent with BMPs for the type of agricultural activities being conducted. Provided, however, Grantor may construct, operate, maintain, or replace groundwater wells, ditches, swales and other water conveyance structures, drainage structures or other water management improvements incident to allowed uses on the Property, conduct seismic or other non-invasive testing, drill for and extract oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, subject to legally required permits and regulations. As reasonably necessary, Grantor may combat erosion or flooding or conduct other allowed activities using material from existing excavation sites identified in the BDR.

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

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

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

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

operation of any public or private linear facilities and related access and appurtenances, as described in section 704.06(11), Florida Statutes.

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

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

I. Any subdivision of the Property is prohibited.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

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

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

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

ARTICLE VII. GRANTOR’S RESERVED RIGHTS

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

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

B. Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) The right to convert any property not designated an SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) The right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) The right to use current technologies on the Property, including fertilizers,

pesticides and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations.

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

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

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

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

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

H. The right to sell, devise or otherwise transfer ownership of fee title to the Property to a third party. No easements, rights-of-way, restrictions, or less than fee simple interests in the Property shall be granted or conveyed after the date of this instrument unless such encumbrances are approved, in advance and in writing, by the State Grantee and recorded in the public records of the county(ies) in which the Property is located. The State Grantee may give such approval if it determines, in its sole discretion, that such encumbrance would be consistent with the Easement Purposes.

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

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

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

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

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

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

O. Intentionally Deleted.

P. Intentionally Deleted.

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

Property Rights Appraised | Title Exceptions

Fee Simple Estate

The Fee Simple Estate is considered the fullest type of private ownership possible subject to all public limitations such as Escheat, Police Power, Taxation, and Eminent Domain.

The Dictionary of Real Estate Appraisal, by the Appraisal Institute, defines Fee Simple Estate as follows:

“Absolute ownership unencumbered by any other interest or estate subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

The Before and After Values were appraised subject to exceptions in title. It should be noted that I was provided a title insurance policy by Old Republic National Title Insurance Policy # 1716163, with an effective date of January 28, 2026. The title search was analyzed in detail and is noted to include 8 title exceptions, some of which could have an impact on market value; therefore, I have analyzed each of the pertinent exceptions and their potential impact to the subject before and after which are analyzed below and on the following pages. I have concluded that all title exceptions, in this instance, are boiler plate exceptions that have no impact on the subject property.

The title’s proposed insured is the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida**. The search states that the policy will not insure against the loss or damage resulting from the terms and provisions of any lease or easement identified in schedule A and will include the following exceptions unless cleared to the satisfaction of the company.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2.
 - a. General or special taxes and assessments required to be paid in the year **2026** and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Coverage is excepted as to riparian and littoral rights; the possible right of the public to use beach area and/or waterways; and any Land insured herein that was formerly or is currently submerged, including any filled lands, artificially exposed lands, and lands accreted to such lands, for the rights of the United States Government and the State of Florida. If the Navigational Servitude Endorsement is attached to this policy and made a part hereof, the coverage afforded thereby shall not extend to any portion of the Land subject to a claim of ownership by the State of Florida by right of sovereignty. Commitment exception #3 is hereby deleted in its entirety.
6. Rights of the lessees under unrecorded leases.

7. Interests of Daniel Robert Manning and Lori Manning as fee simple title holder.
8. Terms and conditions contained in the Conservation Easement from Daniel Robert Manning and Lori Manning to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, recorded on -----, in Instrument Number -----, Public Records of Manatee County, Florida.

The title exceptions noted above are boiler plate exceptions that have no impact on the market value of the subject property.

There are no navigable waterways on the subject that would make it subject to riparian or littoral rights. Further, the subject's boundary is fenced and posted so no negative impact on value is noted.

In addition, the property owner indicated that there were no leases on the subject property. No negative impact on value noted.

The total land areas, boundary dimensions, configurations and wetland determinations were based upon information provided by the client, in this case, the Florida Department of Agriculture and Consumer services, Rural and Family Lands Protection Program (FDACS / RFLPP). A formal survey of the property was not made available to the appraiser. This appraisal is based upon the assumption that the client's information is correct. If a future survey should show otherwise, I reserve the right to reconsider my final value estimate.

Marketing Period - Exposure Time

"Marketing Period" is defined as follows:

"The most probable amount of time necessary to expose a property, in its entirety, to the open market in order to achieve a sale. Implicit in this definition are the following characteristics:

- o The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar type properties.
- o The property will be offered at a price reflecting the most probable mark-up over the market value used by sellers of similar type properties.
- o A sale will be consummated under the terms and conditions of the definition of market value."

Marketing times were indicated from some of the comparable sales as follows:

BEFORE SALES

Sale 1	Off Market
Sale 2	33 Days
Sale 3	28 Days

In the before scenario, I have estimated that the marketing time for the subject is about 12 months. I have also considered several other sales from my database that sold when adequately exposed. Other sales considered sold when marketed for sale from 6 – 18 months. This supplemental market information supports the marketing time for the subject of about 12 months.

AFTER SALES

Sale 1	Off Market
Sale 2	51 Days
Sale 3	Long Time
Sale 4	Off Market

In the after scenario with the property being encumbered by a conservation easement, I have estimated marketing time at about 12 months. It should be noted that I have multiple remainder sales retained in my file that suggest actual time on market ranging from 6 – 18 months. This data is further used to support my 12-month marketing time conclusion for the after scenario.

Exposure Time

Exposure time is defined by the Appraisal Institutes Dictionary of Real Estate Appraisal, Edition 7, 2022 as follows:

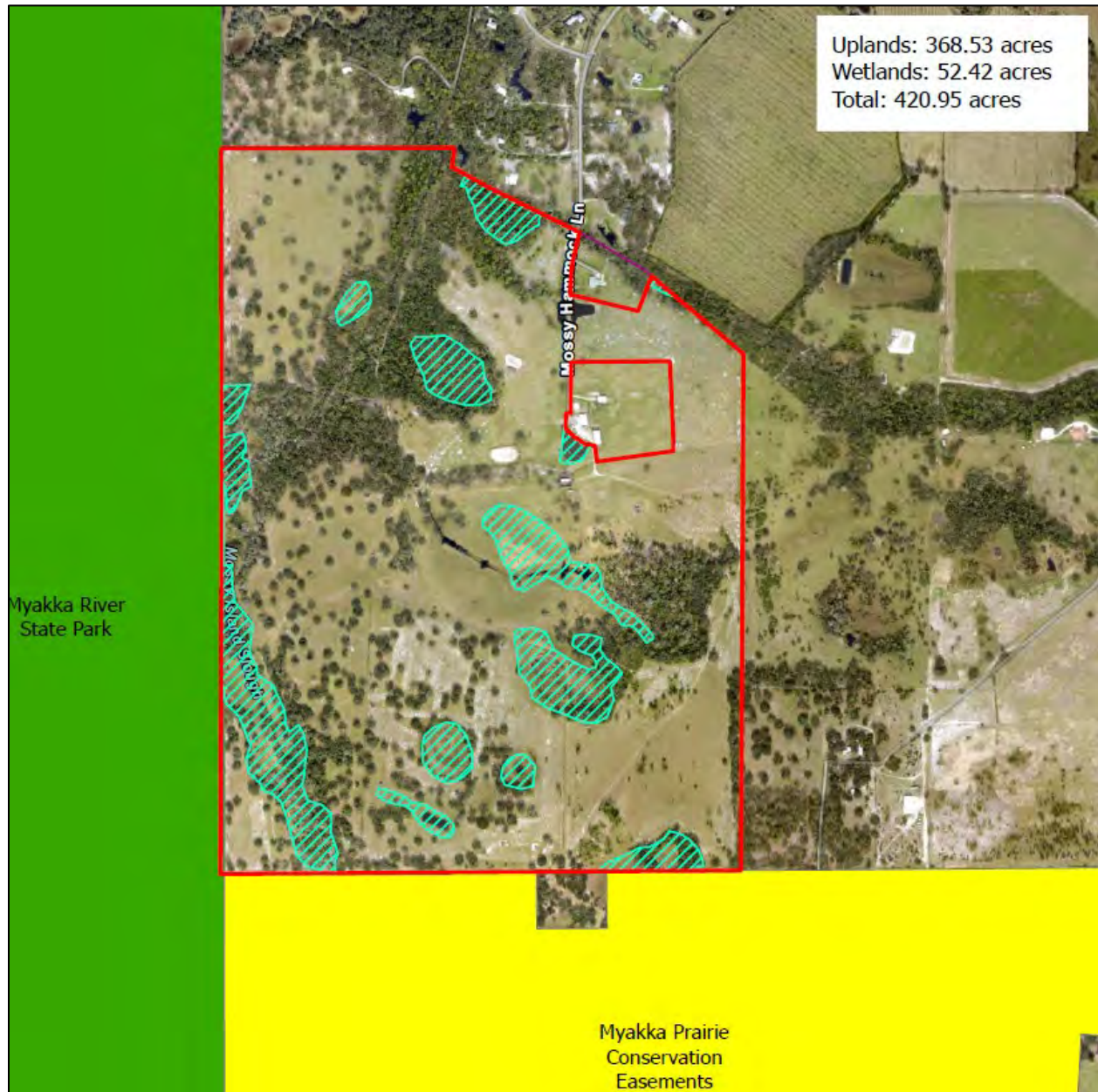
The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

The exposure time has been estimated in the before & after scenarios at around 12 months.

PRESENTATION OF DATA

PROPERTY IDENTIFICATION

The subject of this appraisal assignment is a 420.95-acre property known as Mossy Island Ranch. The subject has good access from its road frontage along Mossy Hammock Lane. Per the appraisal map provided by the client, the subject has about 12% wetlands. The property is improved with fencing, cross-fencing, gates and a cow pen.



LEGAL DESCRIPTION

Exhibit A

Commitment Number:

1716163

Issuing Office File Number:

FDACS-Manning

A Parcel of land lying in Section 8 and 17, Township 37 South, Range 21 East, Manatee County, Florida described as follows: Commence at the West quarter corner of Section 5, Township 37 South, Range 21 East; Thence N 01°27'15" E along West line of said Section 5, 515.26 feet to center line of Clay Gully Road; thence N 89°32'00" E along center line of said road, 442.06 feet; thence S 48°11'45" E along center line of said road, 768.83 feet; thence N 89°04'15" E along center line of said road, 1597.40 feet; thence N 89°02'20" E along said road, 2225.34 feet to NE corner of Ranches At Mossy Hammock, a Subdivision recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 00°13'15" E along East line of said Subdivision, 6856.23 feet to a point in Section 8; thence S 89°26'40" W, 990.74 feet to Point of Beginning; thence S 00°13'25" E, 3801.55 feet to a point on the South line of the North 1/2 of Section 17; thence S 89°21'20" W along South line of said North 1/2, 3862.37 feet to SW corner of said North 1/2; thence N 00°20'45" W along West line of said Section 17, 2637.08 feet to NW corner of said section 17; thence N 00°09'52" W along West line of said Section 8, 2722.80 feet; thence N 89°50'08" E, 1737.05 feet to a point on the West line of said Subdivision; thence S 07°31'39" W along said West line of said Subdivision, 137.47 feet to P.R.M.; thence S 61°01'10" E along South line of said Subdivision, 283.71 feet to P.R.M.; thence S 63°40'54" E along South line of said Subdivision 893.53 feet to P.R.M.; thence S 59°28'30" E along South line of said Subdivision 437.08 feet to P.R.M.; thence S 49°09'13" E, 960.09 feet to Point of Beginning.

Less and except 12.92 acres within two (2) parcels located near the northeasterly boundary of the subject property, close to the entrance on Mossy Hammock Lane. Illustrated in blue below:



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LOCATION / NEIGHBORHOOD DESCRIPTION

The market area may be further defined as the geographic or locational delineation for a specific category of real estate, i.e., the area in which alternate similar properties effectively compete with the subject property in the minds of probable, potential purchasers and users. The market analysis describes area boundaries, supply and demand factors, and financial feasibility.

The subject property is located at the southern terminus of Mossy Hammock Lane in southeastern Manatee County, Florida. The immediate location is 11 miles southwest of Myakka City, Florida, 23 miles east of Sarasota, Florida, 29 miles west of Arcadia, Florida, 1 mile east of the Sarasota / Manatee County line, 11.5 miles southwest of the Hardee / Manatee County line and 10 miles west of the Desoto / Manatee County line. The Hillsborough County line is about 26 north of the subject property with Tampa being about 50 miles to the north. Orlando, Florida, is about 75 miles northeast from the subject.

The neighborhood characteristics consist mostly of general agricultural properties (farmland, cattle ranches, rural recreational properties) and rural residences. Some newly developing residential subdivisions were noted about 3 – 4 miles north of the subject property; namely Terranova and Soleta, respectively. The Terranova Equestrian residential and golf community is about 3 miles north of the subject and is a rural ranchette subdivision consisting of +/- 120 lots between 5 to 20 acres for high end custom homes. The Soleta golf and residential community is about 4 miles further north of the subject and consists of 93 lots between 0.50 – 1 acres for high end custom homes. Public water and sewer are not located in the vicinity of the subject. Public water and sewer are noted to be approximately 7 miles west of the subject property near the larger new developments.

Manatee County Demographics – Census Tract – 0020.10

Matched Address:14715 Mossy Hammock Ln, Myakka City, Florida, 34251
MSA:35840-NORTH PORT-BRADENTON-SARASOTA, FL
State:12-FLORIDA
County:081-MANATEE COUNTY
Tract Code:0020.10

Summary Census Demographic Information

Tract Income Level	Middle
Underserved or Distressed Tract	No
2026 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	\$106,100
2020 Tract Median Family Income	\$90,380
Tract Median Family Income %	117.11
Tract Population	4158
Tract Minority %	17.70
Owner-Occupied Units	1071
1- to 4- Family Units	1291

The FFIEC demographics report above illustrates the subject Census Tract data within the North Port – Bradenton - Sarasota MSA. The demographic report references the tract income, population, etc. relative to the total MSA. The tract income level is considered middle with the 2026 median family income being \$106,100. The tract population is 4,158 persons with about

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17% being minority. There are more rental units than owner occupied properties in the subject census tract. Overall, the characteristics of the census tract reflect a growing agriculturally based population where the median family income is growing due to development pressure located about 9 – 10 miles west of the subject. There is also development pressure from two new ranchette style developments 3 – 4 miles north and northeast of the subject.

Demand Drivers – Rural Market

The primary demand drivers for the market area are the major metropolitan areas located within a 1 hour to 1.5 hours' drive from the subject. This primarily includes Sarasota, Bradenton, St. Petersburg and Tampa, Florida, which are densely populated cities within 20 to 80 miles from the subject. The growing population and lack of available land for development in these areas is putting pressure on rural market areas.

MARKET ANALYSIS - FLORIDA

Orlando Regional REALTOR® Association
STATE OF THE MARKET

February 2026

	Year over Year Changes			Month to Month Changes		
	February 2026	February 2025	Percent chg	February 2026	January 2025	Percent chg
Inventory	11,975	12,411	-3.5%	11,975	11,741	2.0%
New Listings	3,678	4,140	-11.2%	3,678	3,852	-4.5%
New Contracts	2,225	2,377	-6.4%	2,225	2,064	7.8%
Total Pending	4,001	4,006	-0.1%	4,001	3,515	13.8%
Closed Sales	1,888	1,837	2.8%	1,888	1,634	15.5%
Average Price	\$470,729	\$486,064	-3.2%	\$470,729	\$461,813	1.9%
Median Price	\$375,000	\$385,000	-2.6%	\$375,000	\$370,000	1.4%
Monthly Volume	\$888,736,528	\$892,899,951	-0.5%	\$888,736,528	\$754,602,625	17.8%
Avg Days on Mkt	83	76	9.2%	83	81	2.5%
Avg Days to Sale	115	109	5.5%	115	118	-2.5%
Months of Supply	6.34	6.76	-6.1%	6.34	7.19	-11.7%

The Central Florida Market Overview for year-to-date from February 2025 - 2026 shows that median and average values have slightly decreased. Inventory is down 3.5% with about 6.34 months of housing supply on hand which is in balance. Current interest rates are around 6% which is down from 6.5% reported in February 2025. Although this relates directly to residential housing, it does inform the reader of current market conditions which are expected to correlate with larger rural / agricultural tracts of land. That said, when verifying sales, we found there to be similar characteristics relative to the rural market; some supply was noted and there are many qualified

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buyers, but little interest or offers are being made. Brokers indicated that demand appears to be softening and that many available properties are offered for sale well above market, which is waning off qualified buyers.

Market Trends Analysis – RURAL ANALYSIS

A rural market analysis was applied by considering all comparable pending and closed sales from the past 24 months in the State of Florida. The sales prices from our search ranged from \$2,100 - \$46,667 per acre. The lower end of the range reflects sales of properties that are located in rural market areas that are distant from shopping, schools and places of employment. The higher end of the range reflects sales of development parcels that are fully entitled for higher density residential development. The middle of the range, say \$10,000 - \$14,000 per acre, reflects sales of rural properties that are positioned closer to developed areas and are experiencing transitional development pressure. These include rural / agricultural properties that are say within 10 +/- miles from the nearest public utilities and or active development.

Supply & Demand Analysis

A comparable market analysis was performed for all active, pending and closed (last 12 months) vacant residential parcels within 10 miles of the subject property. The analysis indicates that there are currently 3 relevant vacant residential parcels (50+ acres) available for sale with asking prices ranging from \$11,965 - \$24,791 per acre, averaging \$19,623 per acre. Days on market for existing vacant residential parcels for sale is 87 to 183 days. There are no pending sales within 10 miles from the subject. There are 3 closed sales of vacant residential lots within 10 miles that have closed in the past year. The sales prices range from \$14,175 - \$16,667 per acre. The average day on market is 95.

Broker Interviews

During my market research I spoke with Michael Keating, principal broker with Capstone Associates / 914-420-6269. Michael has several properties listed for sale in the Manatee / Myakka City market area. Micheal indicated that this area was experiencing development pressure due to newly developing attractions (The Soleta Golf Club & Residences; The Miakka Golf Club; Terranova Equestrian Center).

Reed Fischback, owner / broker with Fischback Land Company indicated that the Manatee County area was experiencing development pressure; however, he indicated that development was moving north / south along the development corridor and not so much to the east (about 10 miles west of the subject). He indicated that obtaining permits and entitlements in Manatee County was becoming increasingly harder to accomplish and many of the rural neighborhoods were pushing back hard on zoning changes.

CONCLUSION

In summary, the subject is located in a rural but transitioning market area that is currently utilized for rural recreation and or agricultural uses. New development is located about 3 – 4 miles north of the subject property. In addition, there are several new developments under construction along the Interstate 75 corridor, about 9-10 miles west of the subject. There is a plethora of vacant lots available for sale. Per the market analysis, demand is slowing, marketing times are increasing, and values are generally stable. Given the current market characteristics, it's known that the existing and proposed inventory will need to be absorbed before there is additional demand for residential development in the subject's immediate location. That said, it's noted that immediate development pressure is not expected in the near-term and development to a residential subdivision is likely 10 +/- years out.

SUBJECT DESCRIPTION

The subject is a 420.95 gross acre property known as Mossy Island Ranch. Per the appraisal map provided by the client, the subject has 52.42 wetland acres which equates to a 12% wetland ratio. The subject is an agricultural property that is utilized for rural recreation and cattle grazing. The property is improved with fencing, cross fencing and gates.

OWNERSHIP

Daniel Robert Manning and Lori Manning
PO Box 243
Oneco, FL 34264

Sales History

The subject has been under the same ownership in excess of five years. To the best of my knowledge, the subject is not listed for sale or under contract to be purchased.

SITE ANALYSIS

Parcel ID:

No Parcels	Mossy Island Ranch
1	237160106

Current Use: Agriculture / Rural Recreation (Cattle Grazing / Rural Recreational)

Historic Use: Rural Recreation / Cattle Ranch

Site Size: Sizes Per Client Appraisal Map

Uplands	368.53 Acres (88%)
Wetlands	52.42 Acres (12%)
Gross	420.95 Acres (100%)

Significant Natural Area None

FLORIDA REAL ESTATE ADVISORS, INC.
140 Imperial Street
Merritt Island, Florida 32952

Shape:	Irregular
Frontage:	The subject has about 85 linear feet of road frontage at the south terminus of Mossy Hammock Lane.
Access:	The subject has direct road access at the south terminus (cul-de-sac) of Mossy Hammock Lane.
Zoning:	Agriculture – 1 Unit per 5 Acres.
Future Land Use:	AG-R – Agricultural / Rural. Permits residential density of 1 / DU per 5 / Acres. Permits farming, agricultural support, and rural residential uses. The zoning and land use are in conformance with one another.
Topography:	Mostly level – 12% wetlands.
Water Frontage:	The subject has Mossy Island Slough running north/south along the west boundary of the subject property. This is essentially a flowing creek that is not navigable.
Soil Conditions:	Typical of the region and appears adequate for intended agricultural / recreational use. See soils map and soil identification analysis in the previous section of this report.
Utilities:	Electricity is connected to the subject property. Water is provided via a well and sewer is provided by septic systems. Public water and sewer are not available to the subject property.
Site Comments:	The subject property is currently utilized for rural recreation and cattle grazing.
Drainage:	The subject appears to naturally drain westerly towards the Myakka River State Park.
Flood Zone:	The subject proposed conservation easement is within Flood Zones X & A; FEMA flood map number: 12081C0465E – Dated, March 17, 2014.
Oil, Gas & Mineral Rights:	The Oil, Gas and Mineral rights appear to be intact. The title policy is silent on Oil, Gas and Mineral rights.
Site Improvements:	The subject is improved with fencing, cross fencing, gates and a cow pen. The site improvements were in average condition.

ASSESSMENT & TAXES, 2025

The current real estate taxes are illustrated below and have been paid in full. The tax information was taken from the Manatee County tax collectors' website.

Mossy Island Ranch							
Manatee County Assessment & Tax Summary, 2025 Certified							
No Parcels	Mossy Island Ranch	Acres	Millage Rate	Assessed Value	2025 Taxes	Non-Ad Valorem	Tax Liability
1	237160106	433.87	14.1600	\$187,279	\$2,095.77	\$486.50	\$2,582.27
		433.87	14.1600	\$187,279	\$2,095.77	\$486.50	\$2,582.27

CONCLUSION

The total real estate taxes for the subject were \$2,582.27 for 2025. The 2025 taxes are current. All other prior year's taxes have been paid in full and no delinquent taxes result. The non-ad Valorem tax assessment is for East Manatee Fire Rescue.

It should be noted that the total site size reported by the Manatee County property appraiser is 433.87 acres; however, the owner is retaining 12.92 acres in two fee simple cutouts which are not part of the subject property. The subject property is 420.95 gross acres.

HIGHEST AND BEST USE

The Dictionary of Real Estate Appraisal, by the Appraisal Institute (Seventh Edition, 2022), defines Highest and Best Use as follows: The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Alternatively, that use, from among reasonable probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value,”

The definition of highest and best use refers to the highest and best use of the land or site as if vacant. When a site contains improvements, the highest and best use may be determined to be different from the existing use. The existing use will continue unless and until land value, in its highest and best use, exceeds the sum of the value of the entire property in its existing use, including the cost to remove the improvements.

AS IF VACANT – (Before)

Physically Possible: A multitude of uses that will physically fit on the subject which totals approximately 420.95 +/- gross acres. The subject has adequate physical access and road frontage from Mossy Hammock Lane. The subject has minimal wetlands equating to about 12% of the subject property. Water and sewer utilities are currently not available and are not in the immediate area. The site is physically suitable for agricultural and rural recreational uses to include farming, cattle ranching, hunting and rural residential uses at a max density of 1 unit per 5 acres. The soil composition is mostly sandy soil.

Legally Permissible: The zoning and land use are in conformance and permit general agricultural uses along with rural residential development to a max density of one unit per five acres. That said, the legally permissible uses for the subject are rural residential and agricultural uses.

Financially Feasible: The subject is currently utilized as a rural recreational property and for cattle grazing. The zoning and land use permit general agricultural uses along with rural residential development to a max density of one dwelling unit per five acres. The subject is located in a rural but transitioning market area with active development noted about 3 – 4 miles north of the subject property. During my market research I found that demand for residential developments is softening. Existing inventory is increasing, days on market are increasing and values of existing homes and finished lots have declined. One conversation with a land developer indicated that they intend to utilize a property they recently purchased for farming in lieu of getting the property approved for development. Ultimately, with respect to the softening market conditions, it appears the most feasible use for the subject property is to continue as a rural recreational / agricultural property in the interim until demand clearly warrants a rural residential development.

Maximum Productivity: Rural Recreational / Agricultural property.

Highest and Best Use of the Site “As If Vacant”

Continued use as an agricultural and rural recreational property, i.e. Farming, Cattle ranch, hunting, trail riding, shooting, fishing, etc.

Highest and Best Use of the Site “As Improved”

The subject is improved with fencing, cross fencing and a cow pen. These improvements are marginal and are typical of larger rural tracts of land. Due to the limiting contributory value of the improvements, the highest and best use “as improved” is not applicable.

AS IF VACANT – Conservation Easement (After / Remainder)

Physically Possible: Variety of agricultural uses that will physically fit on the encumbered land which totals approximately 420.95 +/- gross acres and are permitted by the proposed “Deed of Rural Lands Protection Easement”.

Legally Permissible: The grantor has reserved few rights in the deed of conservation easement to include recreation (hunting, fishing, hiking, photographing wildlife), commercial cattle operation, continued agricultural practices to include agricultural conversions and silviculture rights; however, not in any SNAs (No SNAs on Subject). The “Deed of Rural Lands Protection Easement” does not permit any subdivisions or residential entitlements. Ultimately the legally permissible use for the subject property is limited to the allowable uses by the proposed deed of rural lands protection easement.

Financially Feasible: In the after scenario the subject will be encumbered by a “Deed of Rural Lands Protection Easement” which pre-determines the subject’s financially feasible use which is a rural recreational / agricultural property with consideration given to the grantor’s rights.

Maximum Productivity: The maximum productivity use of the subject after the “Deed of Rural Lands Protection Easement” is in place is required to be rural recreational / agricultural use subject to the Deed of Rural Lands Protection Easement.

Highest and Best Use of the Site “As If Vacant” – Conservation Easement

Predetermined by the “Deed of Rural Lands Protection Easement” with allowable uses to include rural recreation and agricultural uses, i.e., farming, cattle grazing, hunting, trail riding, shooting, subject to grantor’s reserved rights and prohibitions by the “Deed of Rural Lands Protection Easement”.

Highest and Best Use of the Site “As Improved”

The subject is improved with fencing, cross fencing, gates and a cow pen. These improvements are marginal and are typical of larger rural tracts of land. Due to the limiting contributory value of the improvements, the highest and best use “as improved” is not applicable.

METHOD OF VALUATION

The purpose of this appraisal report requires the appraiser to employ a “before” and “after” valuation of the subject property. This is required since the subject is to be encumbered by a perpetual conservation easement.

1. **Before Value** – the appraiser first must estimate the market value based upon its highest and best use using all the proper methodology, techniques, and approaches that would be considered relevant for the property being appraised. Values arrived at by each relevant approach would then be correlated into one final value conclusion.
2. **After Value** – the appraiser secondly must determine the market value of the “Remainder” based upon its highest and best use using all the proper methodology, techniques, and approaches that would be considered relevant for the property being appraised. Values arrived at by the relevant approaches would then be correlated into one final value conclusion.
3. **Impact** of the proposed conservation easement would essentially be the difference between the “Before” value and the “After” value.

An appraisal has three potential approaches that can be used to estimate market value, i.e., the Cost Approach, the Sales Comparison Approach, and the Income Approach. The Cost Approach and the Income Approach apply primarily to improved properties, whereas the Sales Comparison Approach applies to both unimproved and improved properties. Since the subject property is an agricultural tract of land with typical agricultural improvements, the only relevant approach for estimating market value is the Sales Comparison Approach.

In the following sections of this report, I will estimate the fee simple market value of the subject “before”. The “after” value will estimate the market value of the subject after the “Deed of Rural Lands Protection Easement” has been implemented. Both values reported are subject to those exceptions identified in the Old Republic National Title Insurance Policy # 1716163, with an effective date of January 28, 2026.

**VALUATION ANALYSIS
BEFORE VALUE**

VALUATION ANALYSIS – BEFORE VALUE

There are three traditional approaches normally used by appraisers in the estimation of market value. These three approaches analyze data from three market perspectives. The three techniques are the Cost Approach, Sales Comparison Approach and Income Capitalization Approach.

The Cost Approach is the sum of the land value and the reproduction or replacement cost new of the improvements less all accrued depreciation. The Cost Approach is based on the premise that an informed, rational investor/purchaser would pay no more for an existing property than it would cost to reproduce or replace a substitute property with the same utility without undue delay. **Not applicable for an agricultural property with marginal improvements.**

The Sales Comparison Approach is the process for comparing prices paid for properties having a satisfactory degree of similarity to the subject, adjusted for differences in date of sale, location and physical characteristics. This approach is based upon the principle of substitution, which implies that a prudent purchaser will not pay more to buy a property than it would cost to buy a comparable substitute property in a similar location. **The sales comparison approach is the most meaningful approach when valuing a property like the subject.**

The Income Capitalization Approach is based upon the premise that a prudent investor would pay no more for the subject than for another investment with similar risk and return characteristics. Since the value of an investment can be considered equal to the present worth of anticipated future benefits in the form of dollar income or amenities, this approach estimates the present value of the net income that the property is capable of producing. This amount is capitalized at a rate which should reflect risk to the investor and the amount of income necessary to support debt service for the mortgage requirement. **Not applicable.**

In this instance, we have applied the Sales Comparison approach to value the subject property. This is the most meaningful analysis when valuing agricultural land tracts. The exclusion of the cost approach and income approach is not considered to impact the reliability of our value conclusion.

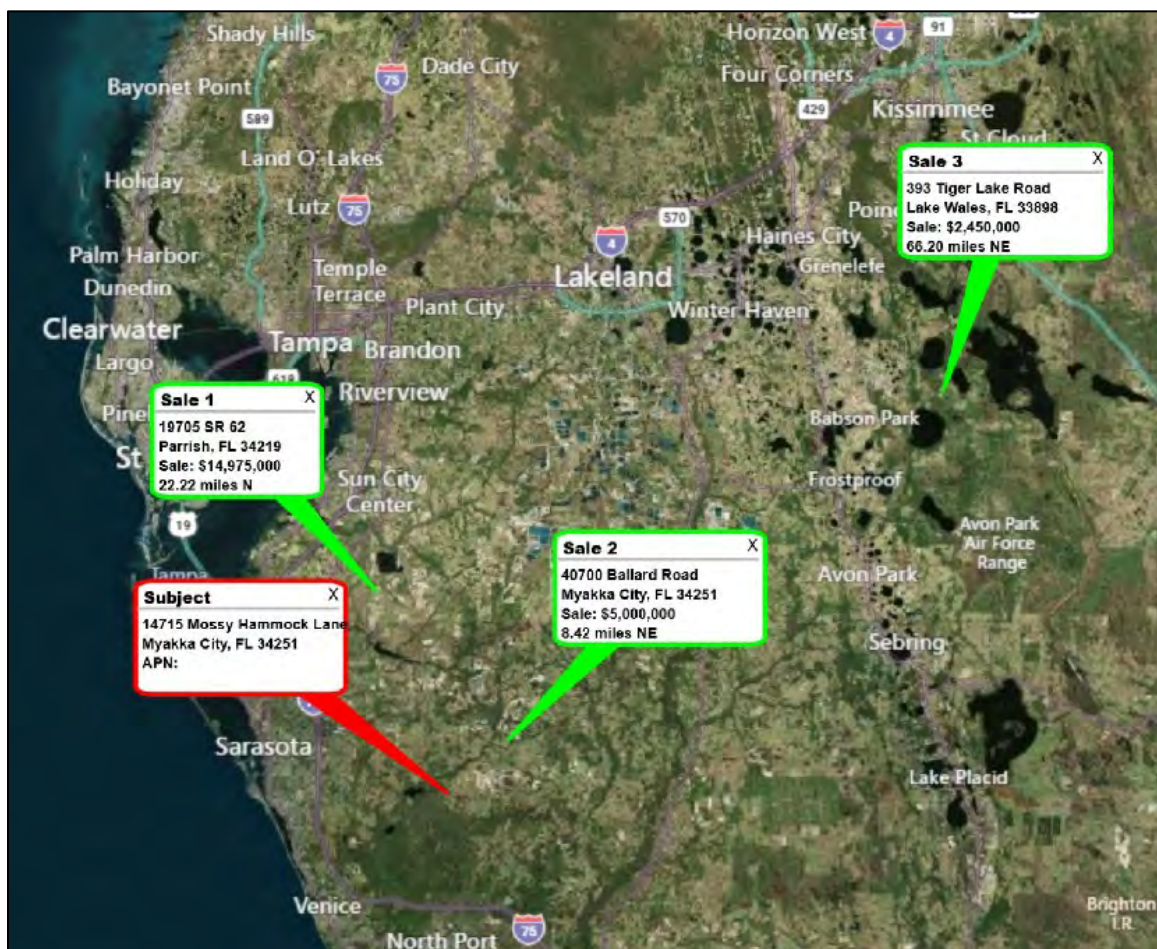
SALES COMPARISON APPROACH – BEFORE VALUE

To apply the sales comparison approach, we searched for market transactions within the following parameters:

- Property Type: **Fee Simple Interest** - Agricultural & Rural Residential Transitional Properties.
- Location: State of Florida concentrated around the South-Central Florida market area.
- Size: 100 – 1,500 Acres
- Zoning: Agricultural
- Transaction Date: November 2023 – Current

We researched and assembled data for what we consider the most relevant sales in the subject's competing market area. All pertinent data was verified by a party to the transaction when available. We have found that the market recognizes the sale price per gross acre. A location map, sales grid and description of the comparables and how they compare to the subject are applied below and on the following pages. All of the sales utilized in the Before Value reflect fee simple interest.

SALE LOCATION MAP – BEFORE VALUE



COMPARABLE SALES GRID – BEFORE VALUE

FEE SIMPLE - BEFORE VALUE				
COMPARABLE SALES SUMMARY				
SALE NO.	SUBJECT	SALE 1	SALE 2	SALE 3
LOCATION				
Street	14715 Mossy Hammock Ln, Myakka City FL 34251	19705 SR 62, Parrish FL 34219	40700 Ballard Road, Myakka City FL 34251	393 Tiger Lake Road, Lake Wales FL 33898
County	Manatee	Manatee	Manatee	Polk
PROPERTY DATA				
Gross (Acres)	420.95	1198.00	335.50	142.43
Wetlands	52.42	95.84	55.07	24.95
% Wetlands	12%	8%	16%	18%
Shape	Irregular	Rectangular	Irregular	Irregular
Topography / Character	Level / Rural Recreation / Cattle Grazing / Transitional Land	Level / Rural Recreation / Cattle Grazing / Transitional Land	Level / Rural Recreation / Cattle Grazing / Transitional Land	Level / Rural Recreation / Agriculture / Transitional Land
Utilities	Power / Well / Septic	Power / Well / Septic	Power / Well / Septic	Power / Well / Septic
Access	Dead-End	Dead-End	Road Frontage	Road Frontage
Zoning	Agricultural	Agricultural	Agricultural	Agricultural/Residential-Rural
Site Improvements	Fencing, Cross Fencing, Gates, Cow Pen	Fencing, Cross Fencing, Gates	Pole Barn, Cow Pens, Fencing, Cross Fencing, Gates	Pole Barns, Fencing, Cross Fencing, Gates
TRANSACTION DATA				
Included In Sale	Real Estate Only	Real Estate Only	Real Estate Only	Real Estate Only
Deed Book / Instrument #	-	20231124520	202541120096	2026109858
Date of Sale	-	November-23	September-25	May-26
Sale Price	-	\$14,975,000	\$5,000,000	\$2,450,000
Price per Gross Acre	-	\$12,500	\$14,903	\$17,201
TRANSACTION COMPARISON				
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing Terms	Cash Equivalent	Similar	Similar	Similar
Conditions of Sale	Arm's Length	Similar	Similar	Similar
Market Conditions	Date of Valuation	Similar	Similar	Similar
PROPERTY COMPARISON				
Location		Inferior	Similar	Superior
Size (Gross)		Inferior	Similar	Superior
Wetlands		Similar	Similar	Similar
Zoning		Similar	Similar	Similar
Utilities		Similar	Similar	Similar
Site Improvements / Character		Similar	Similar	Superior
"Overall Rating"		Inferior	Similar	Superior
Price per Gross Acre		\$12,500	\$14,903	\$17,201
Statistics				
		Low	High	Average
		\$12,500	\$17,201	\$14,868
Conclusion / Per Gross Acre			\$15,000	\$6,314,250
Market Value Conclusion, Rounded Nearest \$50,000				\$6,300,000

COMPARABLE SALE 1



LOCATION: 19705 SR 62, Parrish, FL 34219. This property is located 1.4 miles south of State Road 62 and is northeast of State Road 675. The location is immediately east of a rural ranchette subdivision known as Foxbrook which consists of 1 – 5 acre rural residential lots and high end custom homes.

ACCESS: This property has no road frontage and access is provided from the dead end of Stable Ridge Lane, which is a two lane public road that traverses through the subdivision from the west into the properties west boundary. There is also a private access easement that runs from State Road 62, south through adjacent properties to the north into the northern boundary of the property.

TAX ID NUMBER: 262400109

GRANTOR: Robert Blake Whisenant, Jr & Whisenant Farms, Inc., successor by merger to Whisenant-Shore, Inc.

GRANTEE: Two Creeks Ranch, LLC (Northlake Holdings, LLC / John Falkner, LLC)

CONDITIONS OF SALE: Arm's Length

SALE DATE: November 21, 2023

**FLORIDA REAL ESTATE ADVISORS, INC.
140 Imperial Street
Merritt Island, Florida 32952**

SALE PRICE:	\$14,975,000
VERIFICATION:	Riley K. Jones, MAI, SRA, verified this sale with Stephen Cerven, associate with Faulkner Development Group (Buyer) 941-737-4474 on April 1, 2026.
FINANCING:	Cash to Seller.
RECORDED:	Instrument Number 202341124520 of the Public Records of Manatee County, Florida.
LEGAL DESCRIPTION:	Lengthy legal description retained in file.
MARKETING TIME:	This property was never marketed for sale. The seller informed several people that he would sell the property, and the buyer was one of the knowledgeable parties who facilitated the acquisition.
LAND SIZE:	1,198 Gross Acres / 95.84 Acres of Wetlands = 8% wetland ratio. Wetland acreage obtained from NWI mapping & verification.
PROPERTY DESCRIPTION:	This sale represents an arm's length transaction of 1,198 gross acres that was utilized for agricultural purposes (farming / cattle). The property was mostly improved pasture with some mixed hardwoods and a few creeks that traversed through / across the north and south portions of the property. There were reportedly a few older ancillary ranch structures on the property that did not contribute to value and were significantly damaged during the last hurricane. The property was fenced and cross fenced and had gates.
PRESENT USE:	Agriculture / Cattle Ranch
HIGHEST AND BEST USE:	Agricultural / Cattle Ranch / Rural Residential Development
ZONING:	A, Agriculture by Manatee County. Permits 1 DU / 5 Acres
FUTURE LAND USE:	AG-R / Agriculture by Manatee County. Permits 1 DU / 5 Acres
PROPERTY RIGHTS:	Fee Simple Estate – Oil, Gas and Mineral Rights were intact at time of sale.
ANALYSIS:	\$12,500 per gross acre.
COMMENTS:	This property was purchased by the landowner to the south who was able to perfect the access to and from County Road 675 to the south. The buyer is a local development entity and farm operator who

purchased the property for farming in the interim and to hold for future residential development. The verification indicated that Manatee County was becoming very difficult to obtain residential entitlements and that demand for residential development was softening in the current market. The buyer did not expect demand for residential development in the near term.

Prepared by and Return to:
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205
File: 25241.100

DOCUMENTARY STAMPS IN
THE AMOUNT OF \$104,825.00
ARE AFFIXED HERETO.

SPECIAL WARRANTY DEED

This Special Warranty Deed made this 21st day of November, 2023, by and between **Robert Blake Whisenant, Jr., individually, and Whisenant Farms, Inc., a Florida corporation, successor by merger to Whisenant-Shore, Inc., a Florida corporation**, whose address is 19755 SR 62, Parrish, Florida 34219, hereinafter collectively called the “Grantor”, and **Two Creeks Ranch, LLC, a Florida limited liability company**, whose address is 35100 SR 64 E, Myakka City, Florida 34251, hereinafter called the “Grantee”, for the Grantor’s undivided interest in the property described below:

(Whenever used herein the term “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, trusts, and trustees).

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten 00/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys, and confirms unto the Grantee, all of their interest in the following described property situated in Manatee County, Florida (the “Property”) to wit:

See Exhibit “A” attached hereto.

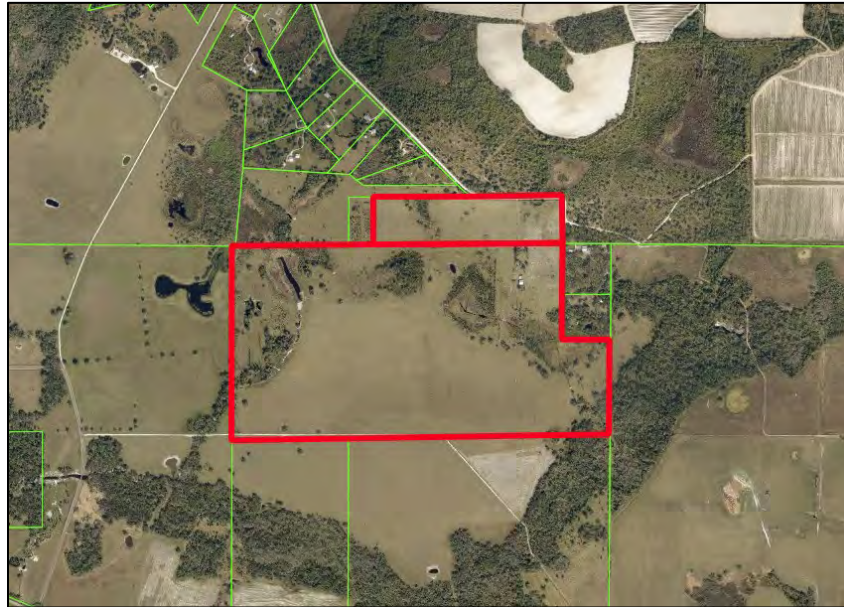
SUBJECT TO taxes for the year of 2024 and subsequent years, and zoning and other prohibitions and regulations imposed by governmental authorities.

TOGETHER with (i) all the tenements, hereditaments, and appurtenances thereto belonging or in anyway appertaining and (ii) all strips and gores of land adjacent to, abutting, or used in connection with the Property, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor does hereby covenant with the Grantee that at the time of the delivery of this special warranty deed, the Property is free and clear from all encumbrances made by the Grantor except the above noted, and that the Grantor will warrant and defend the same against all lawful claims and demands of all persons claiming by, through, or under the Grantor, but against none other.

COMPARABLE SALE 2



LOCATION: 40500 Ballard Road, Myakka City, Florida 34251. This property is just east of Myakka City, about 3/4 miles northeast of State Road 70 E, just east of Wauchula Road. The location is about 3 miles northeast of a rural ranchette subdivision known as the Soleta golf and residential community consisting of 93 lots between 0.50 – 1 acre for high end custom homes. In addition, this location is about 4 miles northeast of the rural ranchette subdivision known as the Terranova Equestrian residential and golf community consisting of +/- 120 lots between 5 to 20 acres for high end custom homes.

ACCESS: This property is accessed from Ballard Road which is a well-maintained dirt road. The property has about 1,600 linear feet along the south and west sides of Ballard Road.

TAX ID NUMBER: 86000007 and 88800008.

GRANTOR: James N. Doyle Jr., Individually and as Trustee of the James N. Doyle Jr. Revocable Trust dated November 3, 2020.

GRANTEE: Team Pentecost, LLC, a Michigan Limited Liability Company.

CONDITIONS OF SALE: Arm's Length.

SALE DATE: September 30, 2025

SALE PRICE: \$5,000,000

FLORIDA REAL ESTATE ADVISORS, INC.
140 Imperial Street
Merritt Island, Florida 32952

LAND SIZE: PID 86000007 = 35.50 Gross Acres
PID 88800008 = 300.00 Gross Acres

Totals: 335.50 Gross Acres / 55.07 Acres of Wetlands = 16% wetland ratio. Wetland acreage obtained from NWI mapping.

ANALYSIS: \$14,903 per gross acre.

PROPERTY RIGHTS: Fee Simple Estate – Oil, Gas and Mineral Rights appeared intact on the date of the sale.

FINANCING: Cash to Seller.

RECORDED: Instrument Number 202541120096 of the Public Records of Manatee County, Florida.

LEGAL DESCRIPTION: See Warranty Deed after the writeup.

PRESENT USE: Agriculture / Cattle Ranch

VERIFICATION: Roberto R. Martinez with FREAA, Inc., via MLS and Public Records of Manatee County. Cindy Mudge, sales associate with Realty One Group MVP (Seller Representative/Transaction Broker) 239-919-2737 on May 13, 2026, indicated she was out of the country and not immediately available to provide details but that it was a market driven oriented sale that was professionally marketed for sale.

MARKETING TIME: According to MLS records, the property was on the market for 33 days.

PROPERTY DESCRIPTION: This sale represents an arm's length transaction of 335.50 gross acres that was utilized for agricultural purposes (farming / cattle) and recreation. The property was mostly improved pasture with some mixed hardwoods and a portion of Owen Creek at the southeast corner of the property. Ancillary ranch structures include a pole barn and cow pens. The property was fenced, cross fenced and gated.

HIGHEST AND BEST USE: Agricultural / Cattle Ranch / Potential Rural Residential Development

ZONING: A, Agriculture by Manatee County. Permits 1 DU / 5 Acres

FUTURE LAND USE: AG-R / Agriculture by Manatee County. Permits 1 DU / 5 Acres

COMMENTS: This property was purchased by Team Pentecost who owns several hundred acres to the north, south, east and west of the property.

Inst. Number: 202541120096 Page 1 of 2 Date: 9/30/2025 Time: 1:10 PM
Angelina "Angel" Colonnese Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 35,000.00

Consideration: \$5,000,000.00

Prepared by and return to:
Berlin Patten Ebling, PLLC
Attn: Jill Bowen, Esq.
3700 South Tamiami Trail, Suite 200
Sarasota, FL 34239
25-45058-001
Property Appraiser's Parcel ID No.: 888.0000/8
(FOR INFORMATIONAL PURPOSES ONLY)

WARRANTY DEED

THIS WARRANTY DEED, is made this 30th day of September, 2025, by and between **JAMES N. DOYLE JR., INDIVIDUALLY AND AS TRUSTEE OF THE JAMES N. DOYLE JR. REVOCABLE TRUST DATED NOVEMBER 3, 2020**, whose address is **16315 Baycross Drive, Lakewood Ranch, FL 34202** (hereinafter "GRANTOR"), and **TEAM PENTECOST, LLC, A MICHIGAN LIMITED LIABILITY COMPANY**, whose address is **908 Riverside Drive, Palmetto, FL 34221** (hereinafter "GRANTEE").

THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said GRANTOR in hand paid by said GRANTEE, the receipt and adequacy of which is hereby acknowledged, has granted, bargained aliened, remised, released, conveyed confirmed, and sold to said GRANTEE and GRANTEE'S successors, and assigns forever, the following described real property, including improvements thereon, situated in **Manatee County, Florida**, to wit:

PARCEL 1:

THE SW 1/4 OF THE SE 1/4 OF THE SE 1/4 AND THE S 1/2 OF THE SW 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4, OF SECTION 8, TOWNSHIP 36, RANGE 22, LYING AND BEING IN MANATEE COUNTY, FLORIDA, LESS THAT PORTION CONVEYED TO MANATEE COUNTY IN O.R. BOOK 27, PAGE 174 FOR ROAD RIGHT-OF-WAY.

PARCEL 2:

THE W 1/2 OF THE NE 1/4 OF THE NE 1/4 AND THE NW 1/4 OF THE NE 1/4 AND THE S 1/2 OF THE NE 1/4 AND THE NW 1/4 OF SECTION 17, TOWNSHIP 36, RANGE 22 EAST, LYING AND BEING IN MANATEE COUNTY, FLORIDA.

Together with appurtenances, privileges, rights, interests, dower, reversions, riparian rights, remainders and easements thereunto appertaining. GRANTOR hereby covenants with GRANTEE that GRANTOR is lawfully seized of said property in fee simple; that it is free of encumbrances except for taxes for the current and subsequent years, easements, reservations, and restrictions of record, if any, which reference thereto shall not serve to re-impose same; that GRANTOR has good right and lawful authority to convey same; and that GRANTEE shall have quiet enjoyment thereof. GRANTOR does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

The property being conveyed hereby is not the homestead of the grantor, the grantor's spouse, and/or minor children, if any, nor is it contiguous with or adjacent to such homestead.

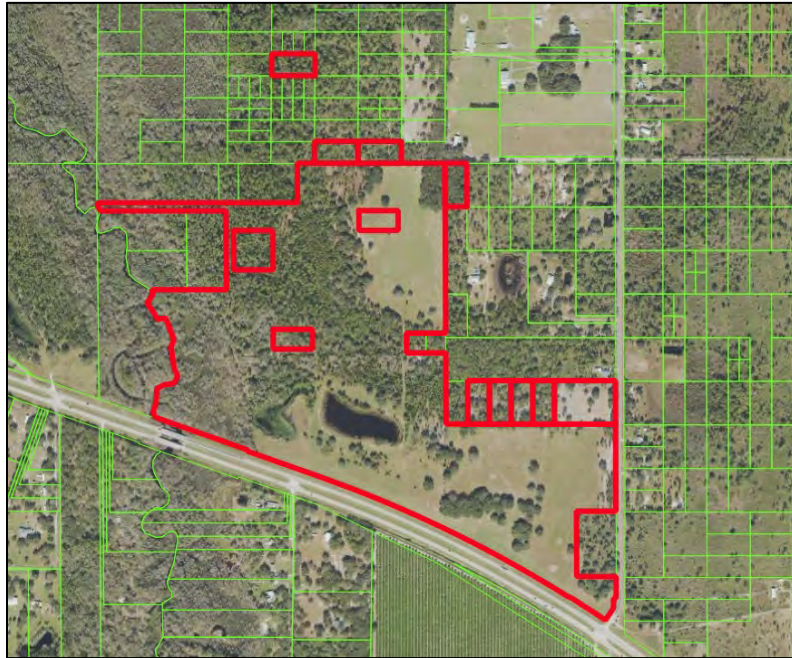
The named Grantor(s) herein represent that they are the sole trustees of the trust, that the trust has not been amended or modified, that the trust is in full force and effect, and that they have full right and authority to convey the property to the Grantee(s).

(acknowledgment signatures on following page)

Warranty Deed

25-45058-001

COMPARABLE SALE 3



LOCATION: 393 Tiger Lake Road, Lake Wales, Florida 33389. This property is located about 8.5 miles east of Lake Wales Country Club at the northwest corner of State Road 60 and Tiger Lake Road.

ACCESS: This property is mainly accessed from Tiger Lake Road. The property has about 3,750 linear feet along the north side of State Road 60 and about 1,350 linear feet along the west side of Tiger Lake Road.

TAX ID NUMBER:

29-30-14-000000-031010
29-30-14-000000-014160
29-30-11-000000-042020
29-30-14-000000-013260
29-30-14-000000-014010
29-30-14-000000-014020
29-30-14-000000-014080
29-30-14-000000-014090
29-30-11-000000-042210
29-30-11-000000-042230

GRANTOR: Richard E. Spelman, Trustee of Richard E. Spelman 2024 Trust dated February 1, 2024.

GRANTEE: John R. Mills and Annette S. Mills, husband and wife.

FLORIDA REAL ESTATE ADVISORS, INC.
140 Imperial Street
Merritt Island, Florida 32952

CONDITIONS OF SALE:	Arm's Length.
SALE DATE:	May 5, 2026
SALE PRICE:	\$2,450,000
LAND SIZE:	142.43 Gross Acres / 24.95 Acres of Wetlands = 18% wetland ratio. Wetland acreage obtained from NWI mapping.
ANALYSIS:	\$17,201 per gross acre.
PROPERTY RIGHTS:	Fee Simple Estate – Oil, Gas and Mineral Rights appeared intact on the date of the sale.
FINANCING:	Cash to Seller.
RECORDED:	Instrument Number 2026109858 of the Public Records of Polk County, Florida.
LEGAL DESCRIPTION:	Lengthy legal description has been retained in the appraiser file.
PRESENT USE:	Agriculture
VERIFICATION:	Roberto R. Martinez with FREA, Inc., via MLS, Public Records of Polk County and Michele Elchin, sales associate with Dalton Wade, Inc. (Seller Representative/Transaction Broker) 863-514-6880 on May 15, 2026.
MARKETING TIME:	According to MLS records, the property was on the market for 28 days.
PROPERTY DESCRIPTION:	This sale represents an arm's length transaction of 142.43 gross acres that was utilized for agricultural purposes (hay / former timber) and recreation. The property was mostly improved pasture with some mixed hardwoods. Weohyakapka (Walk-in-Water) Creek is adjacent to this property along the west boundary. Ancillary ranch structures include three pole barns, perimeter fencing, cross fencing and 4 gated entrances.
HIGHEST AND BEST USE:	Agricultural / Recreation / Potential Rural Residential Development
ZONING:	RDA / Rural Development Area, A/RR, Agricultural/Residential-Rural by Polk County. Permits 1 DU / 5 Acres.

FUTURE LAND USE: RDA / Rural Development Area, A/RR, Agricultural/Residential-
Rural by Polk County. Permits 1 DU / 5 Acres.

COMMENTS: Machinery on-site did not convey at the time of the sale according
to the selling agent.

Prepared by and return to:
Brandy Hochkins
Integrity First Title - Lakeland Branch
1955 East Edgewood Drive, 102
Lakeland, FL 33803
File Number: L26-02-14

INSTR # 2026109858
BK 13989 Pgs 1028-1033 PG(s)6
05/07/2026 03:27:45 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 52.50
DEED DOC 17,150.00

Warranty Deed

This Warranty Deed made this 5 day of May, 2026, between **Richard E. Spelman, Trustee of Richard E Spelman 2024 Trust dated February 1, 2024**, whose post office address is **9419 Katherine Way, Fanning Springs, FL 32693**, grantor, and **John R. Mills and Annette S. Mills, husband and wife**, whose post office address is **3098 County Route 61, Andover, NY 14806**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the **Polk County, Florida**, to-wit:

Parcel 1: (293014-000000-031010)

Tract 1:

That portion of the Northwest 1/4 of Section 14, Township 30 South, Range 29 East, Polk County, Florida, lying East of Walk-In-The-Water Creek (a/k/a Weohyakapka Creek) and North of State Road 60;

Less and except Lot 9 of that certain unrecorded plat of East Lake Wales Heights, being more particularly described as follows: Begin at the Northwest corner of said Section 14; run thence East 2,661.50 feet; thence South 00°12'20" East 1,290.27 feet to the point of beginning; thence South 00°12'20" East 150.00 feet; thence West 300.00 feet; thence North 00°12'20" West 150.00 feet; thence East 300.00 feet, returning to the point of beginning; and

Less and except Lots 23, 24, and 25 of that certain unrecorded plat of East Lake Wales Heights, being more particularly described as follows: Begin at the Northwest corner of said Section 14; run thence East 1,531.50 feet to the point of beginning; thence South 00°08'30" West 300.00 feet; thence West 450.00 feet; thence North 00°08'30" East 300.00 feet; thence East 450.00 feet, returning to the point of beginning; and

Less and except Lot 26 of that certain unrecorded plat of East Lake Wales Heights, being more particularly described as follows: Begin at the Northwest corner of said Section 14; run thence East 1,081.50 feet to the point of beginning; thence South 00°08'30" West 300.00 feet; thence West 150.00 feet; thence North 00°08'30" East 300.00 feet; thence East 150.00 feet, returning to the point of beginning; and

SALES ANALYSIS

Sale 1 represents an 1,198 gross acre rural agricultural property. This property has inferior access with respect to a private easement access from State Road 62, and a dead-end access point through an adjacent subdivision. The property was mostly improved pasture utilized for grazing cattle and farm operations. There were no substantial improvements on the property other than fencing, cross fencing and gates. The buyer is a seasoned developer and farm operator who owns nearly 20,000 acres in Manatee County, Florida. The buyer owns the property to the south of this sale and was able to perfect the access by assemblage. The buyer purchased the property for farming in the interim and intends to hold the property for future development. The verification indicated that obtaining entitlements through Manatee County was currently very difficult, and demand has softened so near-term demand for development was not expected anytime soon. The property sold for \$12,500 per gross acre and is inferior overall when compared to the subject property.

Sale 2 represents a 335.50 gross acre rural agricultural property about 8 miles north of the subject property. The property was mostly improved pasture utilized for cattle grazing. There were no substantial improvements on the property other than a pole barn, fencing, cross fencing and gates. The buyer owns several hundred acres to the north, south, east and west of this property. The buyer is a seasoned developer/entrepreneur who owns over 10,000 acres in Manatee County, Florida. The property sold for \$14,903 per gross acre and was considered similar overall when compared to the subject property.

Sale 3 reflects an arm's length sale reflective of \$2,450,000 or \$17,201 per gross acre improved with three pole barns, fencing, cross fencing and gates. According to the selling agent, farm machinery did not convey. This property has a good corner location east of Lake Wales, Florida, near the Lake Wales Country Club, which is a superior location when compared to the subject. This sale is considered superior overall compared to the subject and is already partially subdivided.

Adjustment Discussion

Three closed sales were considered in this analysis. We applied a qualitative analysis to identify and bracket the subject's characteristics. Similarities between the subject and comps were considered and were rated overall as inferior, similar or superior. After ratings for property comparison features were concluded, we gave each sale a final "overall rating" and then reconciled the subject on a final ranking matrix.

The suggested values from the comparables range from \$12,500 - \$17,201 per gross acre. The average from the sales is \$14,868 per acre. A qualitative property comparison analysis was considered for location, gross site size, wetlands, utilities, and site improvements / character.

Property Rights Conveyed: All of the comparable sales in the before scenario sold fee simple. No adjustments were required.

Financing Terms: The sales sold as cash or equivalent. No adjustments for financing terms were necessary.

Conditions of Sale: All of the sales reflect arm's length transactions. No conditions of sale adjustments were applied.

Market Conditions: The closed dates of the sales ranged from November 2023 to May 2026. Market conditions have remained generally stable since the oldest sale and reflect similar market conditions so no adjustments were required. Please note that sale 3 was under contract prior to the effective date of this appraisal and is a very recent closed sale.

Location: The subject property is located in Manatee County, Florida in a transitional market area. The area has historically been utilized for farming, agriculture, and rural recreation. In recent years, development pressure has started from the west. The nearest development to the subject is about 3 miles north of the subject property. Sale 1 is located in a similar area to the subject; however, it has inferior access by way of a private easement and dead-end access from the adjacent subdivision to the west. Sale 2 was considered to have a similar location to the subject in Myakka City proximate to new development and was not adjusted. Sale 3 is considered superior to the subject due to its location in a transitional market area of Lake Wales, Florida with superior demographics and population base at a good corner location intersected by Tiger Lake Road & SR 60.

Site Size: Size typically has an influence on sale price per acre based upon economies of scale. Smaller sites typically reflect higher sale prices per acre, while larger sites typically reflect lower sale prices per acre. Sale is inferior / larger. Sale 2 is considered to have a similar site size as the subject. Sale is superior / smaller.

Wetlands: The subject has 12% wetlands. The sales are all considered to have similar wetland ratios ranging from 8% to 18%.

Utilities: The subject property features power, well and septic. All of the sales were similar to the subjects' utilities.

Site Improvements / Character: The subject has marginal improvements which are typical of rural properties. No adjustments were required for site improvements for sales 1 and 2 as they are similar. Sale 3 had three pole barns and was considered superior to the subject in this regard.

Overall Rating: Sale 1: Inferior; Sale 2: Similar; Sale 3: Superior

BEFORE PRICE INDEX

The comparables illustrated herein provide a suggested value range from \$12,500 - \$17,201 per acre and indicate an average of \$14,868 per acre. Sale 1 has a suggested sales price of \$12,500 per acre and is inferior to the subject property. Sale 2 is similar with a suggested value indication of \$14,903 per acre. Sale 3 is considered to be superior with a suggested value indication of \$17,201 per acre. In conclusion, it is my opinion that the sales adequately bracket the subject's characteristics and the value should be concluded near the adjusted average indication produced by the comparable sales.

As such, I have estimated the market value of the subject by performing a ranking analysis and inserted the subject in the matrix with respect to its relationship to each sale in the overall rankings below:

<u>Sale #</u>	<u>Price Per Acre</u>	<u>Ranking Analysis</u>
1:	\$12,500	Inferior
2:	\$14,903	Similar
Subject	\$15,000	Subject
3:	\$17,201	Superior

Based upon my analysis and verification of the sales, I estimated the market value of the subject between Sales 2 & 3 with significant support from the average indication by the adjusted sales. Therefore, I reconciled to a figure that is well supported by the ranking analysis above, say \$15,000 per acre:

$$\begin{array}{rcl} 420.95 \text{ Acres} \times \$15,000 \text{ Acre} & = & \$6,314,250 \\ \textbf{Before Value (Rounded to nearest \$50,000)} & = & \textbf{\$6,300,000} \end{array}$$

**VALUATION ANALYSIS
AFTER VALUE
REMAINDER INTEREST**

IDENTIFICATION & PURPOSE OF THE AFTER VALUE

The subject is a 420.95 gross acre property known as Mossy Island Ranch. The purpose of this appraisal assignment is to provide an opinion of value of the subject before the “Deed of Rural Lands Protection Easement” has been implemented and an opinion of value after the “Deed of Rural Lands Protection Easement” has been implemented, the difference being attributed to the impact that the “Deed of Rural Lands Protection Easement” has on the market value of the subject as of the date of the field inspection, March 19, 2026, subject to those exceptions identified in the Old Republic National Title Insurance Policy # 1716163, with an effective date of January 28, 2026.

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made by Daniel Robert Manning and Lori Manning, husband and wife, whose address is 14715 Mossy Hammock Ln., Myakka City, FL 34251, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 (“State Grantee”) and MANATEE COUNTY, a political subdivision of state of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 (“County Grantee”). State Grantee and County Grantee collectively shall be “Grantees.”

Ultimately, the Florida Department of Agriculture and Consumer Services (FDACS / RFLPP) and Manatee County, Florida, hopes to acquire a conservation easement over the subject’s 420.95 acres.

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

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

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

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140 Imperial Street
Merritt Island, Florida 32952**

- Perpetuation of open space on working lands that contain SNAs.
- Allowance of appropriate uses of the Property for activities which will provide long term economic sustainability.

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

The most important factors that impact the fee simple (Before) market value of the subject property are the prohibited and reserved rights noted in the deed of conservation easement.

ARTICLE VI. PROHIBITED USES

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

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

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

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

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

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

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

F. Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under this Easement, and except for linear facilities described in section 704.06(11), Florida Statutes. Provided, however, State Grantee (i) may erect and maintain signs designating the Property as land under the protection of State Grantee, and (ii) Grantees shall be entitled to recover from Grantor, and Grantor's personal representatives, heirs, successors, and assigns reasonable compensation based on diminution in value of Grantee's interest for the construction and operation of any public or private linear facilities and related access and appurtenances, as described in section 704.06(11), Florida Statutes.

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

sinkholes or karst features that are connected to spring conduits, except as provided in the applicable BMPs.

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

I. Any subdivision of the Property is prohibited.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

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

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

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

ARTICLE VII. GRANTOR'S RESERVED RIGHTS

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

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

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

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

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

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

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

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

H. The right to sell, devise or otherwise transfer ownership of fee title to the Property to a third party. No easements, rights-of-way, restrictions, or less than fee simple interests in the Property shall be granted or conveyed after the date of this instrument unless such encumbrances are approved, in advance and in writing, by the State Grantee and recorded in the public records of the county(ies) in which the Property is located. The State Grantee may give such approval if it determines, in its sole discretion, that such encumbrance would be consistent with the Easement Purposes.

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

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

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

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

M. The right to observe, maintain, photograph, introduce and stock native fish or wildlife on the Property, and to use the Property for hiking and horseback riding and other activities that are low impact and minimally disruptive to the natural environment, as well as to use the Property for agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended, for agritourism that is both related to the agricultural uses reserved in this Easement and consistent with the terms of this Easement. Grantor reserves, and shall continue to own, the hunting and fishing

rights on or related to the Property, including the right to locate, construct, and maintain hunting blinds, tree stands, wildlife food plots, and feeders on the Property that are temporary and readily removable. Grantor may lease and sell privileges of such rights.

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

O. Intentionally Deleted.

P. Intentionally Deleted.

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

BEFORE | AFTER & IMPACT ON VALUE

Bundle of Rights	Before Easement	After Easement	Impact on Value
Conveyance	Owner has right to sell, mortgage, or lease the property.	Owner has right to sell, mortgage, or lease but must give Grantee right to negotiate in good faith the purchase if interested.	Minor Impact – some potential buyers would be turned off by the Grantee having first right to negotiate the sale of the remainder interest.
Subdivision	Manatee County Zoning & Land User is Agriculture which permits a max density of 1 dwelling unit per 5 acres.	No subdivisions have been reserved in the after scenario.	Major impact – loss of allowable density per land use requirements.
Development Rights	No limitations or restrictions governing residential, commercial, or industrial buildings	No entitlements reserved by grantor in the after scenario.	Major Impact – The deed of conservation easement prohibits residential entitlements. This takes away any allowable development for the subject property.
Agriculture	Right to clear all native uplands for agricultural use and to convert from one agricultural use to another.	Right to continued agricultural & cattle operation and the right to convert to other agriculture uses.	Minimal Impact – Similar in before & after.
Silviculture	Right to harvest all timber in the uplands and the wetlands.	Grantor retained the rights of Silviculture; however, the grantor must consult with FDACS on requirements for reforestation.	Minor Impact – Rights to Silviculture in the before and after but with additional layer of governing in the after. Little to no merchantable timber was noted on the subject property.
Mining	Unrestricted.	No exploration and no mining allowed.	Minor Impact – The subject is located outside of Mosaic Mining Boundaries. Further, the OGM memo provided by the client indicates that minable resources are low to medium.
Mitigation Bank	Unrestricted	Grantor Rights Q. The grantor has the exclusive right to sell conservation credits or other form of ecosystem services rendered and retain all consideration from such sales.	Minimal Impact. Same in the before and after just with an additional layer of governmental control.
Threatened & Endangered Species	No limitations	No limitations noted	No Impact – Same in before and after.
Passive Recreation, hunting & fishing	No limitations	No limitations noted	No Impact – Same in before and after.
Quiet Enjoyment	Exclusive to property owner.	Grantee has the right to access with reasonable notice.	No Impact – although another layer of government intervention, this should have little impact

VALUATION ANALYSIS – After Value

The Conservation Easement in the after analysis will encumber 420.95 acres. The most notable rights retained by the grantor in the after scenario are that they can build agricultural structures, they can maintain a commercial cattle operation, and they can convert agricultural uses. The deed of conservation easement prohibits subdivisions and residential entitlements. The owner is retaining 12.92 acres in fee simple.

Encumbered Sales – Valuing remainder land is best achieved if there are a plethora of available sales with the same / similar highest and best use. In this instance I was able to identify and verify several remainder sales that are like the subject and bracket the encumbered character. These sales suggest a range of probable values for the subject proposed conservation easement from \$5,013 - \$7,440 per acre. The average value indication by the encumbered remainder sales is \$5,839 per gross acre.

In this instance, I have applied the Sales Comparison approach to value the subject property with primary consideration placed on the Encumbered Sales analysis. This is due to the availability of similar remainder sales. This is the most meaningful analysis when valuing tracts of encumbered land. The exclusion of the other approaches is not considered to impact the reliability of my value conclusion.

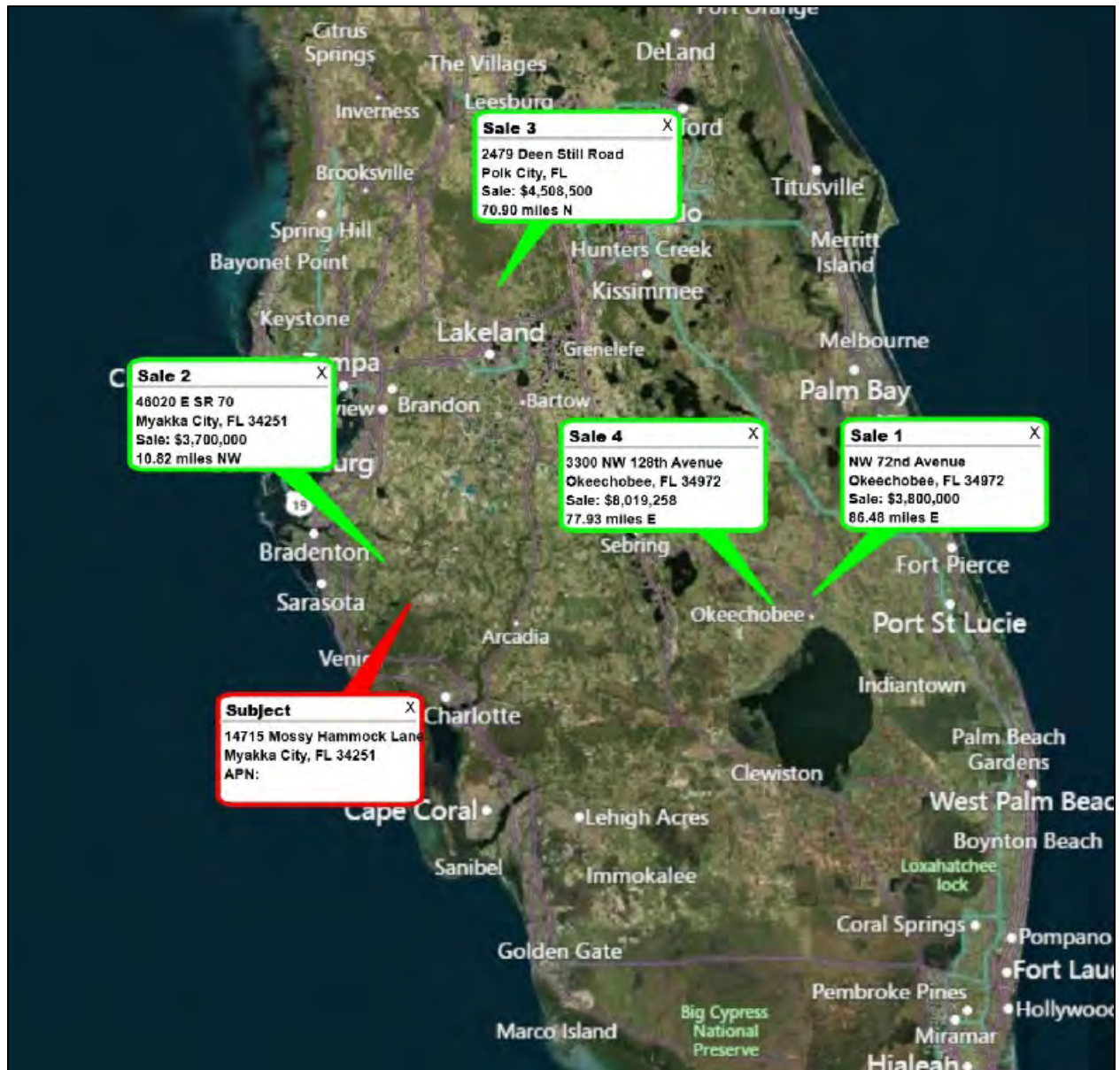
SALES COMPARISON APPROACH – AFTER VALUE

To apply the sales comparison approach, we searched for market transactions within the following parameters:

- Property Type: Remainder Sales
- Location: Florida
- Size: 100 – 1,500 Acres
- Zoning: Remainder Land - Conservation – Less than Fee Simple
- Transaction Date: May 2023 to the effective date.

We researched and assembled data for what we consider the most relevant sales in the subject's competing market area. All pertinent data was verified by a party to the transaction when available. We have found that the market recognizes the sale price per gross acre. A location map, sales grid and description of the comparables and how they compare to the subject are applied below and on the following pages. All of the sales utilized in the After Value reflect fee simple interest subject to conservation easements. These are referred to as "Remainder Sales".

SALE LOCATION MAP – AFTER VALUE



Mossy Island Ranch – 420.95 Acres
Manatee County, Florida

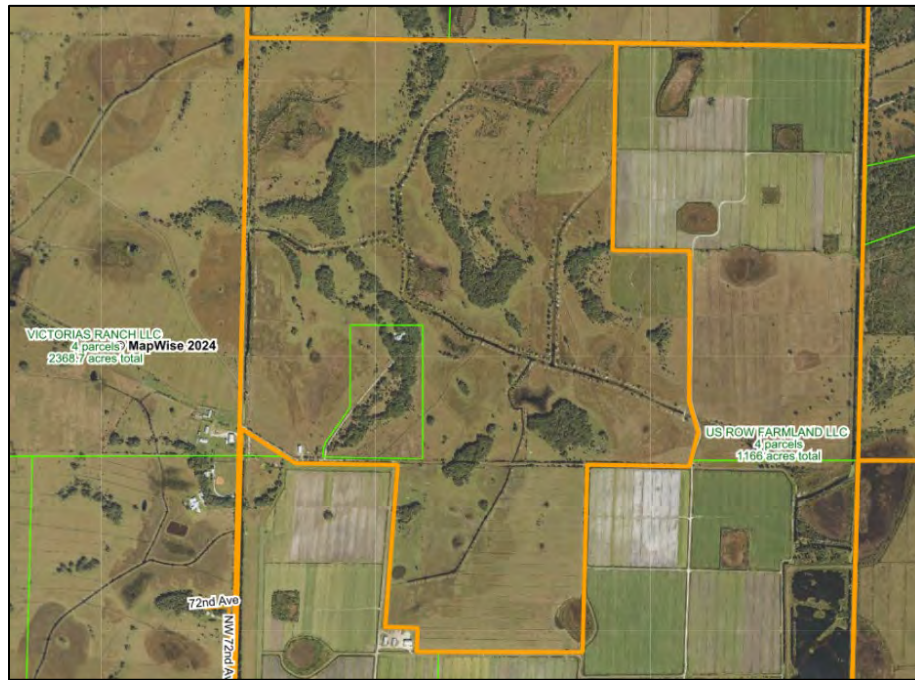
84

COMPARABLE SALES GRID – AFTER VALUE

REMAINDER SALES - AFTER VALUE					
COMPARABLE SALES SUMMARY					
SALE NO.	SUBJECT	Remainder Sale 1	Remainder Sale 2	Remainder Sale 3	Remainder Sale 4
LOCATION					
Street	14715 Mossy Hammock Ln, Myakka City FL 34251	NW 72nd Ave & 288th St, Okeechobee, FL 34972	46020 SR 70 E, Myakka City, FL 34251	2479 Deen Still Road, Polk City, FL	3300 NW 128th Avenue, Okeechobee, FL 34972
County	Manatee	Okeechobee	Manatee	Polk	Okeechobee
PROPERTY DATA					
Gross (Acres)	420.95	758.05	497.31	827.11	1471.24
Wetlands of Gross Acreage	52.42	189.51	45.00	206.78	166.00
% Wetlands of Gross	12%	25%	9%	25%	11%
Acres Withheld - Fee Simple	12.92	5	0	0	61.24
Easement	FDACS / RFLPP	FDACS / USAF	Deed Restriction	TIITF	FDACS
Shape	Irregular	Irregular	Irregular	Irregular	Irregular
Topography / Character	Level / Rural Recreation / Cattle Grazing / Transitional Land	Level / Rural Recreation & Cattle Grazing	Level / Sod Farm	Level / Rural Recreation & Cattle Grazing	Level / Rural Recreation & Cattle Grazing
Utilities	Power / Well / Septic	Power / Well / Septic	Power / Well / Septic	Power / Well / Septic	Power / Well / Septic
Access	Road Frontage	Easement	Road Frontage	Road Frontage	Road Frontage
Zoning	Agricultural	Agricultural	Agricultural	Agricultural	Agricultural
Site Improvements	Fencing, Cross Fencing, Gates, Cow Pen	Fencing, Cross Fencing, Gates, Cow Pen, Pole Barn, Pole Shed	Fencing, Gates, Barn, 380 Acres of Improved Sod Fields	2 SFR, Pole Barn, Pole Shed, 30-Acres of Blueberry Bushes, Overhead Irrigation, 8" Well	Fencing, Cross Fencing, Gates, SFR, Pole Barn, Metal Pole Barn, Shed, Equipment Shed, Multiple Ancillary Structures
TRANSACTION DATA					
Included In Sale	Real Estate Only	Real Estate Only	Real Estate Only	Real Estate Only	Real Estate Only
Deed Book / Instrument #	-	2025010602	202641009068	12695 / 0271	2025011832
Date of Sale	-	September-25	January-26	May-23	October-25
Sale Price	-	\$3,800,000	\$3,700,000	\$4,508,500	\$8,019,258
Price per Gross Acre	-	\$5,013	\$7,440	\$5,451	\$5,451
TRANSACTION COMPARISON					
Property Rights Conveyed	Remainder	Remainder	Remainder	Remainder	Remainder
Financing Terms	Cash Equivalent	Similar	Similar	Similar	Similar
Conditions of Sale	Arm's Length	Similar	Similar	Similar	Similar
Market Conditions	Date of Valuation	Similar	Similar	Similar	Similar
PROPERTY COMPARISON					
Location / Access		Inferior	Similar	Inferior	Inferior
Size (Gross)		Inferior	Similar	Inferior	Inferior
Wetlands		Similar	Similar	Similar	Similar
Utilities		Similar	Similar	Similar	Similar
Easement - Encumbrances		Similar	Similar	Superior	Superior
Site Improvements / Character		Similar	Superior	Superior	Superior
"Overall Rating"		Inferior	Superior	Similar	Similar
Price per Gross Acre		\$5,013	\$7,440	\$5,451	\$5,451
Statistics					
			Low	High	Average
			\$5,013	\$7,440	\$5,839
	Conclusion / Per Gross Acre		\$5,500		\$2,315,225
Market Value Conclusion, Rounded to nearest \$50,000			\$2,300,000		

FLORIDA REAL ESTATE ADVISORS, INC.
140 Imperial Street
Merritt Island, Florida 32952

REMAINDER SALE 1



LOCATION: This property is located about 1 mile north of the intersection of NW 72nd Avenue & NW 288th Street. The property’s site address on the Okeechobee County Property Appraiser is NW 72nd Avenue, Okeechobee, FL 34972. The property is located within the Avon Park Air Force Range “Military Operations Area”. The property lies within the Military Influence Planning Area II.

ACCESS: The subject is provided with access from a 50-foot-wide ingress/egress easement that runs from NW 72nd Avenue.

PARCEL ID: 1-11-34-34-0A00-00001-A000 – Okeechobee, FL.

GRANTOR: Pelaez and Sons, Inc.

GRANTEE: Cala Glade Holdings, LLC

CONDITIONS OF SALE: Arm’s Length

SALE DATE: September 19, 2025

SALE PRICE: \$3,800,000

***Mossy Island Ranch – 420.95 Acres
Manatee County, Florida***

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VERIFICATION: Riley Jones, MAI, SRA, verified this sale with Stephen Neill, MAI 772-464-8607 x 221, who appraised the property for the buyer's financing.

FINANCING: Cash to seller. Buyer obtained a mortgage with Farm Credit of Florida, ACA.

RECORDED: Instrument #2025010602 of the Public Records of Okeechobee County.

LEGAL DESCRIPTION: Lengthy legal description retained in file.

MARKETING TIME: This property was never marketed for sale. The seller pitched the property to several local brokers and landowners, and the property sold almost immediately off market. There was reportedly a full price back up offer.

LAND SIZE: 758.05 Acres Gross / 189.51 Acres Wetlands / 25% Wet.
5 Acres fee simple = 99.34% encumbered.

PROPERTY DESCRIPTION: This property consists of one parcel of land that was utilized for cattle ranching and rural recreational uses. The property was improved with a 3,276 square foot pole barn built in 2016 and a 372 square foot pole shed. The property was also fenced with cross fencing and gates. The property has a 40.12 acre in-holding that is owned by Daniel Baker.

PRESENT USE: Rural Recreation & Cattle Grazing.

HIGHEST AND BEST USE: Agricultural/Recreation

ZONING: Agriculture
FUTURE LAND USE: Agriculture

PROPERTY RIGHTS: Fee Simple - Subject to Conservation Easement which prohibits mining, excavation, exploration and extraction of oil, gas and minerals, dredging, new dikes, etc.

ANALYSIS: \$5,013 per gross acre.

COMMENTS: This property is 99.34% encumbered by a perpetual conservation easement to Florida Department of Agriculture and Consumer Services (FDACS) and the United States Air Force (USAF)

recorded in the Okeechobee public records via instrument number: 2024011665.

Prohibited uses included future residential, commercial, and industrial rights; activities that affect hydrology and detrimental to water conservation, erosion control, soil conservation, or fish & wildlife habitat; mining, excavation, exploration and extraction of oil, gas, and minerals; dredging, new dikes, or manipulation or disruption of natural water courses; concentrated animal feeding operations, new construction of or placing of temporary or permanent buildings, mobile homes, or other structures; activities that affect threatened and endangered species; subdivision, commercial water wells, harvesting cypress timber, conversion of an SNA to non-forested areas; operations that produce smoke, glare, or other visual hazards; trees or structures higher than 80-feet; and lighting that is dangerous, distracting, or misleading to aircraft.

Permitted uses included right to scientific research and environmental education; agricultural uses with right to convert to other agricultural uses, right to conduct silviculture but prior to any timbering in an SNA grantor shall consult with Grantee concerning reforestation, right to continue to use, maintain, repair, and reconstruct but not enlarge buildings, barns, outbuildings, fences, wells, and drainage ditches, right to observe, maintain, photograph, introduce and stock native fish or wildlife and to use the property for horseback riding and hiking, right to hunting and fishing with right to lease or sell, right to engage in ecosystem market services, right to conduct seismic testing, drilling for oils, gas, and hydrocarbons by slant or direction drilling from adjacent properties.

PRIOR SALE:

N/A



Official Records File#2025010602 Page(s):3
Jerald D Bryant, Clerk of the Circuit Court & Comptroller
Okeechobee, FL Recorded 9/19/2025 11:57 AM
Fees: RECORDING \$27.00 D DOCTAX PD \$26,600.00

This Instrument Prepared By/Return To:

Jennifer L. Williamson, Esquire
CRARY BUCHANAN, P.A.
759 S.W. Federal Highway, Suite 106
Stuart, Florida 34994
(772) 287-2600

Our File No. JW-26965.0-L

PARCEL I.D.# 1-11-34-34-0A00-00001-A0000

WARRANTY DEED

THIS INDENTURE, made this 19th day of September, 2025, between **PELAEZ AND SONS INC.**, a Florida corporation, whose mailing address is 3300 NW 128th Avenue, Okeechobee, FL 34972, hereinafter called Grantor, and **CALA GLADE HOLDINGS, LLC**, a Florida limited liability company, whose mailing address is 7643 SE 128th Avenue, Okeechobee, FL 34974, hereinafter called Grantee.

WITNESSETH, That Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs and assigns forever, all that certain land situate in Okeechobee County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS CONVEYANCE IS SUBJECT TO: (a) zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; (b) restrictions and matters appearing on the plat or otherwise common to the subdivision; (c) public utility easements of record; and (d) taxes for the year 2025 and subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

And Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

REMAINDER SALE 2



LOCATION: This property is located at 46020 State Road 70, Myakka City, Florida 34251. The property is located on the south side of State Road 70, on the west boundary of County Line Road (DeSoto County / Manatee County line), north of Clay Gully Road.

ACCESS: This property has about 1750 linear feet of road frontage on the south side of State Road 70; 1100 linear feet of road frontage on the west side of County Line Road and 2825 linear feet of frontage on the north side of Clay Gully Road. There are multiple gated entries along the road frontages that provide good access to the property.

PARCEL ID: 107705501 / 107702508 / 107702003 – Manatee County, Florida.

GRANTOR: Epic Estates 12 Vero Beach, LLC

GRANTEE: Morejon Ranch, LLC

CONDITIONS OF SALE: Arm's Length

**FLORIDA REAL ESTATE ADVISORS, INC.
140 Imperial Street
Merritt Island, Florida 32952**

SALE DATE: January 21, 2026

SALE PRICE: \$3,700,000 or \$7,440 per gross acre.

VERIFICATION: Riley Jones, MAI, SRA, verified this sale with Parvathi Ganduri, listing agent with Reagan Realty, LLC @ 813-760-2889.

FINANCING: Cash to seller. USDA financing was obtained by the buyer that was market oriented.

RECORDED: Instrument #202641009068 – Manatee County, Florida.

LEGAL DESCRIPTION: Lengthy legal description retained in file.

MARKETING TIME: This property was listed on MLS Stellar Matrix on September 18, 2025, and was marketed to potentially sell in multiple parcels. The buyer executed the entire property totaling 497.31 acres on November 8, 2025. The property was on the market for 51 days prior to going under contract.

LAND SIZE: 497.31 Acres Gross / 45.00 Acres Wetlands / 9% Wet.

PROPERTY DESCRIPTION: This property consists of a 497.31 gross acre property that sold at arm's length to an ornamental sod farmer. The buyer was an adjacent landowner. The property was improved with fencing, gates, a barn and 380 acres of improved sod farm fields.

PRESENT USE: Sod farm and rural recreation.

HIGHEST AND BEST USE: Agricultural / Recreation / Sod Farm

ZONING: Agriculture

FUTURE LAND USE: Agriculture

PROPERTY RIGHTS: Less Than Fee Simple - Subject to deed restrictions that are in favor of Mosaic. The deed restrictions prohibit any and all vertical development and no permits can be obtained on the property.

ANALYSIS: \$7,440 per gross acre.

COMMENTS: This property is deed restricted by Mosaic. The deed restrictions prohibit any and all vertical development on the property and no

permits can be obtained. Continued agricultural use and agricultural conversions are permitted. During my verification I questioned the agent as to the buyers' thoughts on the impact of the deed restrictions. She informed me that the buyer said in their due diligence they identified that Mosaic would likely not be expanding into the area "during their lifetime" but they did realize that the value should be about ½ of what a conventional fee simple sale would sell for.

PRIOR SALE: N/A

Prepared by and return to:
Lulich & Attorneys, P.A.
1069 Main Street, Sebastian, FL 32958
(772) 589-5500
File Number: 2025-734

Warranty Deed

This Warranty Deed made this 21st day of January, 2026 between Epic Estates 12 Vero Beach LLC, a Texas Limited Liability Company, whose post office address is 708 Horizon Street, Flower Mound, TX 75028, (henceforth referred to as “Grantor”) and Morejon Ranch, LLC, a Florida Limited Liability Company, whose post office address is 20550 Southwest 280th Street, Homestead, FL 33031, (henceforth referred to as “Grantee”):

(Whenever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Manatee County, Florida to-wit:

See attached Exhibit “A”

PCN: 107705501, 107702508, 107702003

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2025.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

[SIGNATURE PAGE(S) TO FOLLOW]

REMAINDER SALE 3



LOCATION: 2479 Deen Still Road, Polk City, Florida 33868. This property is located on the north side of Dean Still Road at the intersection of Moore Road.

ACCESS: This property has direct access from its road frontage along the north side of Deen Still Road.

PARCEL ID: 24-25-28-000000-021010 & 24-25-33-000000-011010

GRANTOR: Evans Ranch, LLC

GRANTEE: TCR Ranch, LLC

SALE DATE: May 15, 2023

SALE PRICE: \$4,508,500

VERIFICATION: Riley Jones verified this sale with Jim Allen, Senior Advisor with SVN @877.518.5263 Ex: 330. Verified on July 7, 2023.

FINANCING: Cash – Arm’s Length

RECORDED: Polk County OR/B: 12695 / 0271

LEGAL DESCRIPTION: Lengthy legal description retained in file.

**FLORIDA REAL ESTATE ADVISORS, INC.
140 Imperial Street
Merritt Island, Florida 32952**

***Mossy Island Ranch – 420.95 Acres
Manatee County, Florida***

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MARKETING TIME:	Jim Allen informed me the property was marketed too high at \$7,100,000 and was on the market for a long time. A broker, Randy Spears had a buyer interested who made an accepted offer in December 2022; however, the buyer had to wait 3 months for the seller to harvest the blueberry crop that was on the property.
LAND SIZE:	827.11 Acres Gross / 206.78 Acres Wetlands = 25% Wet. 100% encumbered.
PROPERTY DESCRIPTION:	This property is encumbered by a deed of conservation easement to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, TIITF. The CE is dated November 26, 2003, and is recorded in O.R Book / Pg: 5613 / 834. Prohibited uses include all future residential, commercial, industrial, and incidental development rights, exploration for and extraction of oils, gas, and minerals, activities that are detrimental to drainage, flood control, erosion, water conservation, soil conservation, and fish & wildlife habitat, construction or placing of temporary buildings, mobile homes, or other structures, clearing or converting natural lands, subdivision, commercial water wells, and row crops. Permitted uses include hunting & fishing rights, right to continue to maintain, repair, and reconstruct existing structures but not to enlarge more than 125% for reconstruction, agriculture with the right to convert to other agricultural uses (except row crops), silviculture (except in wetlands), right to construct two additional single family residential dwellings not to exceed 5,000 square feet with no more than 2,000 square feet of related outbuildings each on 2.5-acre envelopes, and right to subdivide into one lot for each residence not less than 100-acres.
IMPROVEMENTS:	Two single family houses, a pole barn, pole shed, fencing and cross fencing, 30-acre blue berry orchard (harvested), above ground irrigation on 8" well, etc. Per the realtor the improvements were in poor condition and the buyer intended to remove many of them and build a large estate home and graze cattle on the premise.
PRESENT USE:	Passive Recreation & Cattle Grazing & Blue Berry Farm
HIGHEST AND BEST USE:	Agricultural – Cattle Ranch, Hay, Blueberry Farm
ZONING:	Agriculture
FUTURE LAND USE:	Agriculture

PROPERTY RIGHTS: Fee Simple Subject to Deed of Conservation Easement

ANALYSIS: \$5,451 per gross acre

COMMENTS: This property is 100% encumbered by a perpetual conservation easement to the TIITF. Access is provided directly from Deen Still Road.

Prepared by and return to:
Kyle H. Jensen, Esquire
Clark, Campbell, Lancaster, Workman & Airth, P.A.
500 South Florida Avenue, Suite 800
Lakeland, FL 33801
863-647-5337
File Number: 23-0258
Will Call No.: 863-647-5337

INSTR # 2023115557
BK 12695 Pgs 0271-0273 PG(s)3
05/17/2023 01:47:40 PM
STACY M. BUTTERFIELD
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00
DEED DOC 31,559.50

[Space Above This Line For Recording (800)]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

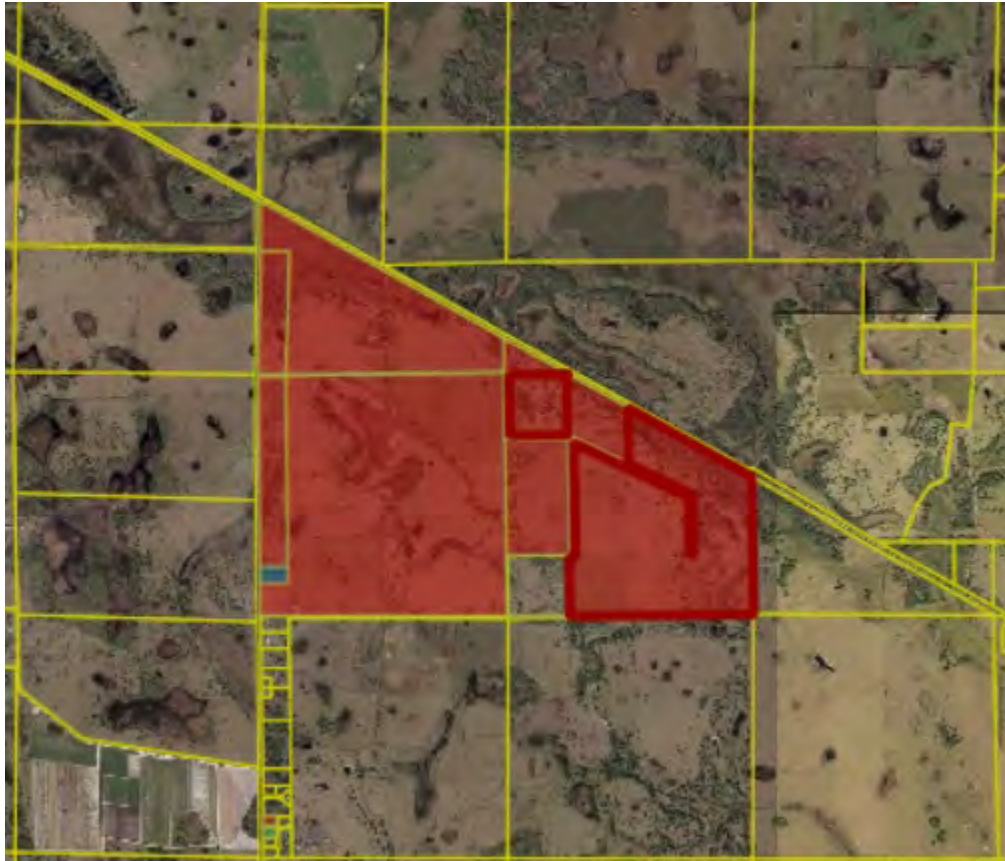
This Indenture made this 15th day of May, 2023, between EVANS RANCH, LLC, a Florida limited liability company, whose post office address is 15399 Evans Ranch Road, Lakeland, FL 33809 of the County of Polk, State of Florida, grantor*, and TCR RANCH LLC, a Florida limited liability company, whose post office address is 3125 Reynolds Road, Lakeland, FL 33803 of the County of Polk, State of Florida, grantee*.

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to-wit:

That part of Section 28 and Section 33, Township 25 South, Range 24 East, Polk County, Florida, described as follows: Commence at the Southwest corner of said Section 33 and run thence North 89°38'19" East, along the South boundary thereof 675.40 feet to the Point of Beginning; run thence North 00°03'31" West, along the centerline of an existing canal and the Northerly extension thereof 7800.00 feet; run thence North 89°17'04" East, 4623.71 feet to a point on the East boundary of Section 28, said point being the Northwest corner of Lot 43 of Evans Acres as recorded in Plat Book 75, Page 13, Public Records of Polk County, Florida; run thence South 00°04'40" East, along the East boundary of said Section 28, a distance of 2592.66 feet to the Northeast corner of Section 33; run thence South 00°21'43" East, along the East boundary thereof, 5235.83 feet to the Southeast corner of said Section 33; run thence South 89°38'19" West, along the South boundary thereof 4652.05 feet to the Point of Beginning. Subject to right of way for Dean Still Road.

Parcel ID Numbers: 24-25-33-000000-011010 and 24-25-28-000000-021010

REMAINDER SALE 4



LOCATION: This property is located at 3300 NW 128th Avenue, Okeechobee, Florida 34972. This property is located on the east side of NW 128th Avenue, two miles north of State Road 70 and eight miles west of Downtown Okeechobee, Florida.

ACCESS: This property has about 7,700 linear feet of road frontage in two areas along NW 128th Avenue.

PARCEL ID: 1-04-37-34-0A00-00002-0000; 1-04-37-34-0A00-00002-A000; 1-04-37-34-0A00-00002-B000; 1-05-37-34-0010-00000-0010; 1-05-37-34-0A00-00001-0000; 1-05-37-34-0A00-00002-0000; 1-08-37-34-0A00-00001-A000; 1-09-37-34-0A00-00001-A000; 1-32-36-34-0A00-00002-0000; 1-32-36-34-0A00-00003-0000; 1-33-36-34-0A00-00002-0000; and 1-04-37-34-0A00-00004-0000.

GRANTOR: Pelaez and Sons, Inc.

GRANTEE: E 4 Cattle Company, LLC

CONDITIONS OF SALE: Arm's Length

SALE DATE: October 6, 2025

**FLORIDA REAL ESTATE ADVISORS, INC.
140 Imperial Street
Merritt Island, Florida 32952**

SALE PRICE: \$8,019,258

VERIFICATION: Riley K. Jones, MAI, SRA verified this sale with Stephen Neill, MAI, who appraised the property for the buyer's financing. Sizes and details were verified with the sales contract and a recent survey.

FINANCING: Cash to seller – Farm Credit of Florida.

RECORDED: Instrument #2025011832 of the Public Records of Okeechobee County, Florida.

LEGAL DESCRIPTION: Lengthy legal description retained in file.

MARKETING TIME: This property was never marketed for sale. The seller pitched the property to several local brokers and landowners, and the property sold almost immediately off market.

LAND SIZE: 1,471.24 Acres Gross / 166 Acres Wetlands / 11% Wet.
61.24 Acres fee simple = 95.84% encumbered.

PROPERTY DESCRIPTION: This property is 95.84% encumbered by a deed of conservation easement that is in favor of FDACS via OR Book 789 / Page 999 – Okeechobee County.

The deed of conservation easement prohibits dumping, mining, changes to the hydrology of the land, planting of exotic / non-native plants, concentrated animal feed lots, new construction, construction of placing of roads, fertilizer use, actions to adversely affect threatened or endangered species, subdivision, commercial wells, harvesting of cypress in SNAs, mitigation banks, conversion in SNA to more improved areas, activities detrimental to preservation of historical, architectural, archaeological, or cultural resources, conversion of forested areas to non-forested areas in SNAs.

Permitted Uses include the retain absolute title, right to conduct prescribed burns, right to mortgage, right to contest taxes, right to pursue agricultural practices, right to use, maintain and repair, all existing improvements, right to sell or transfer ownership, right to exclusive use of existing improvements, management stormwater with a permit, right to construct agricultural improvements, maintain perimeter lines, right to observe, maintain and photograph, hunt & fish, right to develop up to 10,000 square feet of impervious surfaces for residential purpose within an area not exceeding five contiguous acres (building envelope) and associated outbuildings, right to connect to normal utility systems, etc.

***Mossy Island Ranch – 420.95 Acres
Manatee County, Florida***

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IMPROVEMENTS:	This property is improved with a concrete block single family residence containing 918 square feet that was built in 1965; a newer pole barn constructed in 2015; a metal pole barn / shed, equipment pole shed, and ancillary structures to include interior roads, wells, septic systems, two water use permits, cow pens, etc.
PRESENT USE:	The property is utilized for rural recreation and cattle grazing.
HIGHEST AND BEST USE:	Agricultural / Rural Recreation
ZONING:	Mostly Agriculture permitting 1 unit per 10 acres if on a paved road, and 1 unit per 40 acres if on unpaved roads. The unrecorded lots along NW 128 th Avenue are zoned Rural Residential.
FUTURE LAND USE:	The future land use is Agriculture. There Is approximately 180 acres in the northwest corner of the property that is zoned Industrial Overlay.
PROPERTY RIGHTS:	Fee Simple Subject to Conservation Easement on encumbered acres. 61.24 acres are withheld in fee simple.
ANALYSIS:	\$5,451 per gross acre
COMMENTS:	This property is 95.84% encumbered by a perpetual conservation easement to FDACS.



Official Records File#2025011832 Page(s):5
Jerald D Bryant, Clerk of the Circuit Court & Comptroller
Okeechobee, FL Recorded 10/15/2025 2:02 PM
Fees: RECORDING \$44.00 D DOCTAX PD \$56,135.10

Prepared by and return to:
FRANK H. FEE, IV

Fee and Fee, PLLC
400 NW 2nd Street
Okeechobee, FL 34972
863-763-3131
File No.: 25-5535

Parcel Identification No. SEE EXHIBIT "A" ATTACHED.

Consideration \$8,019,253.00 [Space Above This Line For Recording Data]

Rec 44 a
DS 56,128.10

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **6th day of October, 2025** Between

PELAEZ AND SONS, INC., a Florida corporation whose post office address is **3300 NW 128th Avenue, Okeechobee, FL 34972** of the County of **Okeechobee, State of Florida**, grantor*, and

E 4 CATTLE COMPANY LLC, a Florida limited liability company whose post office address is **907 West North Park Street, Okeechobee, FL 34972** of the County of **Okeechobee, State of Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Okeechobee County Florida**, to-wit:

SEE EXHIBIT "A" ATTACHED.

Subject to restrictions, reservations and easements of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

SALES ANALYSIS – REMAINDER SALES

Sale 1: Sale 1 represents an arm's length purchase of 758.05 gross acres with a 5-acre fee simple cutout. The property is 99.34% encumbered by a deed of conservation easement that is in favor of FDACS / USAF. The deed of conservation easement restricts all development and subdivisions and is heavily restricted. It also prohibits mining, excavation, exploration and extraction of oil, gas, and minerals, dredging, etc. Permitted uses include continued agricultural rights, right to convert to other agricultural uses, and the right to a commercial cattle operation. The property was marginally improved with fencing, cross fencing, gates, a cow pen, pole barn and a pole shed. Overall, Sale 1 is considered to be inferior to the subject with most respect to its inferior location and size. Sale 1 suggests an inferior value for the subject of \$5,013 per gross acre.

Sale 2: Sale 2 represents an arm's length purchase of 497.31 gross acres that sold for \$7,440 per gross acre. The property was purchased by an ornamental sod farmer. The property was improved with fencing, cross fencing, gates, a barn and 380 acres of improved sod farm fields. The property is not encumbered by a deed of conservation easement; however, it is deed restricted by Mosaic Fertilizer. The deed restriction prohibits any development on the surface of the land and does not permit any new permits on the property. The land can be used for agriculture or any other purpose long as it does not interfere with the subsurface mineral rights. Overall, Sale 2 reflects a suggested sale price of \$7,440 per gross acre and is considered to be superior to the subject property.

Sale 3: Sale 3 represents an 827.11 gross acre property that is 100% encumbered by a deed of conservation easement that is in favor of TIITF. The property sold at arm's length for \$5,451 per gross acre. The deed of conservation easement permits two residential entitlements on floating envelopes and one subdivision for each residential entitlement. The deed of conservation easement prohibits mining, excavation, exploration and extraction of oil, gas, and minerals, dredging, etc. The property is improved with two single family homes, a pole barn, pole shed, 30-acre blueberry orchard with an overhead irrigation system and an 8" well. The improvements were verified to be in fair condition and did not contribute to value over and above the land. After adjustments, Sale 3 is considered to be similar to the subject with a suggested value indication of \$5,451 per gross acre.

Sale 4: Sale 4 is a 1,471.24 gross acre rural agricultural tract of land that sold in October 2025 for \$5,451 per gross acre. The property is 95.84% encumbered by a deed of conservation easement that is in favor of FDACS. The property is improved with fencing, cross fencing, gates, a single-family home, pole barn, metal pole barn / shed, and multiple ancillary ranch structures. The deed of conservation easement permits the right to retain absolute title, right to conduct prescribed burns, right to mortgage, right to contest taxes, right to pursue agricultural practices, right to use, maintain and repair, all existing improvements, right to sell or transfer ownership, right to exclusive use of existing improvements, management stormwater with a permit, right to construct agricultural improvements, maintain perimeter lines, right to observe, maintain and photograph, hunt & fish, right to develop up to 10,000 square feet of impervious surfaces for residential purpose within an area not exceeding five contiguous acres (building envelope) and associated outbuildings, right to connect to normal utility systems, etc. Subdivisions are prohibited on the property. Overall, Sale 4 is considered to be similar to the subject property with a respective sales price of \$5,451 per gross acre.

Adjustment Discussion

Four remainder sales were considered in this analysis. We applied a qualitative analysis to identify and bracket the subject's characteristics. Similarities between the subject and comps were considered and were adjusted overall as inferior, similar, or superior. After ratings for property comparison features were concluded, we gave each sale a final "overall rating" and then reconciled the subject on a final ranking matrix.

The suggested values from the comparables range from \$5,013 - \$7,440 per gross acre. A qualitative property comparison analysis was considered for property rights conveyed, financing terms, conditions of sale, market conditions, location / access, gross site size, wetlands, easement restrictions / encumbrances and site improvements / character.

Property Rights Conveyed: The subject will be encumbered by a "Deed of Rural Lands Protection Easement". All the comparable sales are remainder sales which are encumbered by a deed of conservation easement. Although each sale has different prohibitions, they are considered similar to the subject and reflect "remainder sales" that are encumbered by deed of conservation easements.

Financing Terms: All of the comparable sales sold cash or equivalent. No adjustments were required.

Conditions of Sale: All of the comparable sales sold at arm's length. No adjustments were required.

Market Conditions: All the sales are encumbered with conservation easements. The closed dates from the sales ranged from May 2023 to January 2026. Based upon my research, the real estate market was appreciating through mid-year 2022 until interest rates started to increase. From mid-year 2022 to mid-year 2023 values still increased but then started to stabilize. That said all of the comparable sales are considered to have sold with similar market conditions.

Location / Access: The subject property is located in Manatee County, Florida in a transitional market area. The area has historically been utilized for farming, agriculture, and rural recreation. In recent years, development pressure has started moving in from the west. The nearest development to the subject is about 3 miles north. Sales 1, 3 & 4 are located in remote rural market areas and are considered to have inferior locations when compared to the subject property. Sale 2 is located in a similar market area as the subject and is considered similar in regards to location.

Site Size: Size typically has an influence on sale price per acre based upon economies of scale. Smaller sites typically reflect higher sale prices per acre, while larger sites typically reflect lower sale prices per acre. Sales 1, 3 and 4 are larger / inferior in size compared to the subject. Sale 2 is considered similar in size as the subject.

Wetlands: The subject has about 12% wetlands per the client map. The sales have wetland ratios between 9% and 25%. No adjustments for wetlands were considered necessary and all are similar.

Utilities: The subject property features power, well and septic. Public water and sewer are located are not available in the immediate area. The sales have similar utilities, so no adjustments are warranted.

Easement - Encumbrances: The subject will be encumbered by a “Deed of Rural Lands Protection Easement”. The most notable remainder rights are that they can maintain a commercial cattle operation and can convert agricultural uses. The deed of conservation easement prohibits subdivisions and residential entitlements.

Sale 1 is encumbered by a FDACS / USAF easement that has similar restrictions to the subject permitting agricultural uses, right to convert to other agricultural uses, a commercial cattle operation, existing improvements, etc. Sale 1’s deed of conservation easement prohibits subsurface activity, subdivision, and residential entitlements.

Sale 2 is similar to the subject whereas the property is encumbered by a deed restriction that is in favor of Mosaic Fertilizer. The deed restriction prohibits development and does not allow any new permits. Continued or converted agriculture is permitted.

Sale 3 is considered superior to the subject in that the deed of conservation easement, which is in favor of TIITF, allows two residential entitlements and one subdivision for each residence. The deed of conservation easement also permits agricultural uses. Prohibited uses include no subsurface activities.

Sale 4 is encumbered by a deed of conservation easement that is in favor of FDACS. The deed of conservation easement permits continued agricultural practices and the right to develop up to 10,000 square feet of impervious surfaces for residential purposes within an area not exceeding five contiguous acres (building envelope) and associated outbuildings. No subdivisions are permitted. Sale 4 is superior to the subject due to it allowing one residential entitlement.

Site Improvements / Character: The subject is improved with fencing, cross fencing, gates and a cow pen. Sale 1 was considered to be reasonably similar to the subject site improvements. Sales 2, 3 and 4 were considered superior to the subject as they had more site improvements than the subject.

Overall Rating:

Sale 1: **Inferior** - Sale 2: **Superior** - Sale 3: **Similar** – Sale 4: **Similar**

PRICE INDEX – AFTER VALUE

The remainder sales illustrated herein range from an adjusted sales price of \$5,013 - \$7,440 per acre and indicate an average of \$5,839 per acre. The subject property will be heavily restricted by the proposed deed of conservation easement which will permit agriculture, ag conversions and a commercial cattle operation. The deed of conservation easement does not permit any subdivisions or residential entitlements. The sales adequately bracket the subject's characteristics. Ultimately, with significant consideration to the deed of conservation easement restrictions, it is my opinion that the subject should achieve a value just below the average and be reconciled near the adjusted values from Sales 3 & 4 which are most similar to the subject.

I have estimated the "After value" by performing a ranking analysis and inserted the subject in the matrix with respect to its relationship to each sale in the overall rankings below:

<u>Sale #</u>	<u>Price Per Acre</u>	<u>Ranking Analysis</u>
1:	\$5,013	Inferior
3:	\$5,451	Similar
4:	\$5,451	Similar
Subject	\$5,500	Subject
Average	\$5,838	Average
2:	\$7,440	Superior

Based upon my analysis and verification of the sales, I estimated the "After Value" of the subject just below the average from the adjusted sales with most consideration given to Sales 3 & 4 which are most similar to the subject. The reconciled "After Value" of the subject is supported by the ranking analysis above and has been estimated from within the range from the sales, at \$5,500 per acre:

$$\begin{array}{ll} 420.95 \text{ Acres} \times \$5,500 = & \$2,315,225 \\ \text{After Value (Rounded to nearest \$50,000)} = & \mathbf{\$2,300,000} \end{array}$$

RECONCILIATION

As a result of my investigation into those matters which affect market value of the subject property, and by virtue of my experience and training, it is my opinion that the market value of the subject before conveyance of the “Deed of Rural Lands Protection Easement” is \$6,300,000, and the market value of the subject after conveyance of the “Deed of Rural Lands Protection Easement” is \$2,300,000. The impact that the “Deed of Rural Lands Protection Easement” will have on market value of the subject is \$4,000,000. The effective date of this appraisal and date of my inspection is March 19, 2026. The values reported herein are subject to those exceptions identified in the Old Republic National Title Insurance Policy # 1716163, with an effective date of January 28, 2026.

Valuation Breakdown

Before Value – (Fee Simple Interest)	\$6,300,000
After Value – (Remainder Interest)	\$2,300,000
Impact of Conservation Easement	\$4,000,000

Hypothetical Condition

My analysis includes a before and after valuation of the subject property which is to be encumbered by a perpetual conservation easement. The easement is proposed; therefore, it is contrary to existence. My after value is based upon the hypothetical condition that the subject is encumbered by the conservation easement provided by the client. The use of this hypothetical condition might impact the assignment results.

Extraordinary Assumption

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

ADDENDUM

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment Number: 1716163	Revision Number: None	Issuing Office File Number: FDACS-Manning	Issuing Agent: 2850801
Property Address: 14715 Mossy Hammock Lane Myakka City, FL 34251	Loan ID Number:	Issuing Office's ALTA Registry ID: None	Issuing Office: Tallahassee Title Group, Inc.

SCHEDULE A

1. Commitment Date: **January 28, 2026 at 11:00 PM**
2. Policy to be issued: Proposed Amount of Insurance:
 - a. OWNER'S: **2021 ALTA® Owner's Policy with Florida Modifications** **\$500,000.00**
Proposed Insured: **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida**
The estate or interest to be insured: **Easement**
 - b. MORTGAGEE:
Proposed Insured:
The estate or interest to be insured:
 - c. MORTGAGEE:
Proposed Insured:
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)* **FEE SIMPLE**
4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)* **Daniel Robert Manning and Lori Manning** and, as disclosed in the Public Records, has been since *(Date)* **11/12/1991 and 06/06/2003**
5. The Land is described as follows: **See Exhibit A**

Old Republic National Title Insurance Company
1408 Westshore Blvd, Suite 900, Tampa, Florida 33607, (612) 371-1111



AUTHORIZED SIGNATORY
Tallahassee Title Group, Inc.
2850801

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-I

Issuing Office File Number: **FDACS-Manning**

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Deed of Easement from Daniel Robert Manning and Lori Manning, husband and wife, to the proposed insured purchaser(s).
5. Proof of payment of 2025 taxes.
6. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
7. A survey meeting the requirements of Fund TN 25.03.06 describing the subject property and accurately depicting its legal description, must be provided. Upon review of the Survey, Schedule A of this Commitment may be revised to include the accurate legal description. The Company reserves the right to make further revisions with reference hereto.
8. No open mortgage(s) were found of record. Agent should confirm with the owner that the property is free and clear.

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-II

Issuing Office File Number: **FDACS-Manning**

EXCEPTIONS FROM COVERAGE

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2.
 - a. General or special taxes and assessments required to be paid in the year **2026** and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Coverage is excepted as to riparian and littoral rights; the possible right of the public to use beach area and/or waterways; and any Land insured herein that was formerly or is currently submerged, including any filled lands, artificially exposed lands, and lands accreted to such lands, for the rights of the United States Government and the State of Florida. If the Navigational Servitude Endorsement is attached to this policy and made a part hereof, the coverage afforded thereby shall not extend to any portion of the Land subject to a claim of ownership by the State of Florida by right of sovereignty. Commitment exception #3 is hereby deleted in its entirety.
6. Rights of the lessees under unrecorded leases.

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-II

Issuing Office File Number: FDACS-Manning

7. Interests of Daniel Robert Manning and Lori Manning as fee simple title holder.
8. Terms and conditions contained in the Conservation Easement from Daniel Robert Manning and Lori Manning to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, recorded on -----
--, in Instrument Number -----, Public Records of Manatee County, Florida.

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Exhibit A

Commitment Number:

1716163

Issuing Office File Number:

FDACS-Manning

A Parcel of land lying in Section 8 and 17, Township 37 South, Range 21 East, Manatee County, Florida described as follows: Commence at the West quarter corner of Section 5, Township 37 South, Range 21 East; Thence N 01°27'15" E along West line of said Section 5, 515.26 feet to center line of Clay Gully Road; thence N 89°32'00" E along center line of said road, 442.06 feet; thence S 48°11'45" E along center line of said road, 768.83 feet; thence N 89°04'15" E along center line of said road, 1597.40 feet; thence N 89°02'20" E along said road, 2225.34 feet to NE corner of Ranches At Mossy Hammock, a Subdivision recorded in Plat Book 23, Pages 164 thru 175 of the Public Records of Manatee County, Florida; thence S 00°13'15" E along East line of said Subdivision, 6856.23 feet to a point in Section 8; thence S 89°26'40" W, 990.74 feet to Point of Beginning; thence S 00°13'25" E, 3801.55 feet to a point on the South line of the North 1/2 of Section 17; thence S 89°21'20" W along South line of said North 1/2, 3862.37 feet to SW corner of said North 1/2; thence N 00°20'45" W along West line of said Section 17, 2637.08 feet to NW corner of said section 17; thence N 00°09'52" W along West line of said Section 8, 2722.80 feet; thence N 89°50'08" E, 1737.05 feet to a point on the West line of said Subdivision; thence S 07°31'39" W along said West line of said Subdivision, 137.47 feet to P.R.M.; thence S 61°01'10" E along South line of said Subdivision, 283.71 feet to P.R.M.; thence S 63°40'54" E along South line of said Subdivision 893.53 feet to P.R.M.; thence S 59°28'30" E along South line of said Subdivision 437.08 feet to P.R.M.; thence S 49°09'13" E, 960.09 feet to Point of Beginning.

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

Project Name: Mossy Island Ranch
County: Manatee

DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this ____ day of _____ 202_, by DANIEL ROBERT MANNING AND LORI MANNING, husband and wife, whose address is 14715 Mossy Hammock Ln, Myakka City, FL, 34251, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("State Grantee") and MANATEE COUNTY, a political subdivision of state of Florida, whose mailing address is Post Office Box 1000, Bradenton Florida 34206 ("County Grantee"). State Grantee and County Grantee collectively shall be "Grantees."

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

NOTICES

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

Grantor's Address: Daniel and Lori Manning, 14715 Mossy Hammock Ln., Myakka City, FL, 34251

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

County Grantee's Address: Manatee County Government, Property Management Department, Post Office Box 1000, Bradenton, Florida 34206
Attention: Property Acquisition Division Manager and

**Manatee County Government, County Attorney's Office, 1112 Manatee Avenue West,
Suite 969, Bradenton, Florida 34205
Attention: County Attorney**

RECITALS

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

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

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

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

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

the FDACS and is incorporated in this Easement by this reference. A copy of the BDR is available from the FDACS upon request.

F. Significant Natural Area (“SNA”). There are certain agricultural lands with important species habitat or water resources occurring within the boundaries of the Property, more particularly identified as SNA(s) in the BDR. An SNA is defined as a particularly outstanding or sensitive area that the parties agree are desirous of protection due to the presence of the following: 1) high-quality terrestrial or aquatic habitats, which possess significant biodiversity, high-quality resources, intact community organization, or other ecologically significant qualities; 2) habitats for rare species of plants or animals; or 3) significant geological features or historic sites. Designation of an SNA accords an extra level of protection, ensuring that the natural or cultural features within the SNA will continue to be managed appropriately and, in a manner, ensuring the continued protection of the resources. While the designation of these areas as SNAs in the BDR is intended to set them aside for conservation, management activities in an SNA may include activities commensurate with the management of conservation lands to include such activities as prescribed burning, removal of invasive species and native species restoration, and maintenance of existing agricultural structures, primarily roads, fences, drainage improvements, and boundary signs. In addition, Grantor may continue livestock grazing in an SNA, as long as Grantor’s management of such grazing activity protects the quality and integrity of the SNA. Other activities that may be undertaken in SNAs are scientific research, environmental education, and activities related to ecosystem services market programs, at Grantor’s sole discretion. The SNAs are identified on the map in Exhibit “B” attached hereto.

G. State Grantee, under the terms of Section 570.71, Florida Statutes, and County Grantee, a political subdivision of the state, are authorized to jointly hold easements for the preservation and protection of agricultural lands threatened by conversion to other uses, as well as the promotion and improvement of wildlife habitat, protection and enhancement of water bodies, aquifer recharge areas, wetlands and watersheds, and perpetuation of open space on lands with SNAs.

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

benefit consistent with the enumerated purposes of the Rural and Family Lands Protection Program.

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

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

ARTICLE I. RECITALS

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

ARTICLE II. DURATION OF EASEMENT

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

ARTICLE III. PURPOSE OF EASEMENT

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

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Maintenance of soil productivity and control of soil erosion.
- Maintenance or improvement of the overall quality of the timber resource.

- Protection of the integrity and function of the working landscape, including any buffers to natural areas, ecological greenways and functioning ecosystems.
- Promotion of the restoration, enhancement, or management of species habitat.
- Protection, restoration, or enhancement of water bodies and aquifer recharge areas including uplands and springsheds, wetlands, or watersheds.
- Conservation and protection of unique and fragile natural areas and rare species habitats.
- Perpetuation of open space on working lands that contain SNAs.
- Allowance of appropriate uses of the Property for activities which will provide long term economic sustainability.

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

ARTICLE IV. RIGHTS GRANTED TO THE GRANTEES

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

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

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

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

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

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

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

ARTICLE V. RIGHTS TO INSPECT, MAINTAIN, AND ENFORCE GRANTED TO THE STATE GRANTEE

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

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

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

C. The right to conduct Inspections, annually or otherwise, to monitor Grantor's compliance with the terms of this Easement shall be in accordance with Rule Chapter 5I-7, F.A.C., and the Easement Monitoring Form attached hereto as Exhibit "C". The Grantee will review the completed monitoring form after each inspection and shall determine whether the uses and activities on the Property are consistent with the terms of this Easement and, where applicable, Grantee will enforce the terms through a corrective action plan, as agreed to by Grantor and State Grantee; however, nothing in this section prohibits the Grantor and the State Grantee from mutually agreeing to a reasonable opportunity to cure an identified deficiency in lieu of establishing a corrective action plan. Upon State Grantee's finding that Grantor is in compliance with the terms of this Easement, a copy of the completed monitoring form will be

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

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

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

F. The rights and benefits outlined in this Article are solely vested in the State Grantee, with the County Grantee deferring to the State Grantee.

ARTICLE VI. PROHIBITED USES

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

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including those defined by the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, the Federal Emergency Planning and Community Right-To-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and

(iii) the governmental water management district applicable to or having jurisdiction over the Property (“Water Management District”), now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (collectively referred to as “Contaminants”) on the Property, now or at any time hereafter in effect. This prohibition shall not be construed to include reasonable amounts of waste generated in accordance with allowed uses, including agriculture or game management, conducted in accordance with the terms of this Easement, and that is disposed of in accordance with applicable local, state, and federal requirements, and Best Management Practices (“BMPs”) adopted by FDACS or its successor agency, as amended from time to time.

B. Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, except those required for environmental restoration, federal, state or local regulatory programs, or BMPs, including but not limited to, mining, excavation of surface or subsurface materials, the exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller’s earth, phosphate, common clays, gravel, shell, sand and similar substances. There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation either directly or indirectly by Grantor or on Grantor’s behalf or with the joinder or consent of Grantor in any application for a permit so to do, by an individual or entity acting under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control, unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, or pollution of existing surface or subsurface water flow or natural water sources, freshwater lakes, ponds and pond shores, marshes, creeks, or any other water bodies except as consistent with BMPs for the type of agricultural activities being conducted. Provided, however, Grantor may construct, operate, maintain, or replace groundwater wells, ditches, swales and other water conveyance structures, drainage structures or other water management improvements incident to allowed uses on the Property, conduct seismic or other non-invasive testing, drill for and extract oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, subject to legally required permits and regulations. As reasonably necessary, Grantor may combat erosion or flooding or conduct other allowed activities using material from existing excavation sites identified in the BDR.

C. Planting of nuisance, exotic or non-native plants as listed by the Exotic Pest Plant Council or the University of Florida’s Institute of Food and Agricultural Sciences, or their successors, except for plants approved by State Grantee and needed to support agricultural activities allowed hereunder. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants solely to State Grantee the right, in State

Grantee's sole discretion and at State Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics, or non-native wild plants, on the Property. Under no circumstances shall this right conveyed to State Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the State Grantee.

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

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

F. Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under this Easement, and except for linear facilities described in section 704.06(11), Florida Statutes. Provided, however, State Grantee (i) may erect and maintain signs designating the Property as land under the protection of State Grantee, and (ii) Grantees shall be entitled to recover from Grantor, and Grantor's personal representatives, heirs, successors, and assigns reasonable compensation based on diminution in value of Grantee's interest for the construction and operation of any public or private linear facilities and related access and appurtenances, as described in section 704.06(11), Florida Statutes.

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

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

I. Any subdivision of the Property is prohibited.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

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

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

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

ARTICLE VII. GRANTOR'S RESERVED RIGHTS

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

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

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

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

protection of the SNAs.

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

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

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

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

H. The right to sell, devise or otherwise transfer ownership of fee title to the Property to a third party. No easements, rights-of-way, restrictions, or less than fee simple interests in the Property shall be granted or conveyed after the date of this instrument unless such encumbrances are approved, in advance and in writing, by the State Grantee and recorded in the public records of the county(ies) in which the Property is located. The State Grantee may give such approval if it determines, in its sole discretion, that such encumbrance would be consistent with the Easement Purposes.

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

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

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

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

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

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

O. Intentionally Deleted.

P. Intentionally Deleted.

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

Grantee legal descriptions and surveys for the proposed ecosystem services project prior to development.

ARTICLE VIII. STATE GRANTEE'S REMEDIES

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

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

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

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

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

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

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

H. With the exception of the indemnification provisions set forth in subsection G. above, the rights and remedies outlined in this Article are solely vested in the State Grantee, with the County Grantee deferring to the State Grantee.

ARTICLE IX. PUBLIC ACCESS

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

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

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

ARTICLE X. MISCELLANEOUS

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

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

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

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantees, which, for the purposes of Article X, Paragraphs C and E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant of Easement attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant (Grantee's percentage interest is referred to herein as Grantee's "Proportionate Share"). The allocation of the Proportionate Share between State Grantee and County Grantee will be based on the sum of each Grantees' financial contribution toward the acquisition of the Easement. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

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

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

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

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

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

b. In addition, if Grantor receives an unsolicited, but acceptable, offer from a prospective buyer to purchase the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantees notice of Grantor's intent to accept the offer, including the names and addresses of any party to whom the Property is to be transferred, a description of the land to be transferred, and all relevant

terms of the offer received, such that Grantees receive the notice at least 45 days prior to execution of a contract for such sale (Grantor agrees that any such contract for sale shall be made expressly subject to Grantee's right to negotiate for the purchase of the Property provided in Paragraph 1.c. below).

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

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

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

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

4. Statement of Compliance. Grantor may request in writing at least 45 days prior to sale, mortgage, transfer or long term (five years or longer) lease of the Property, or any portion thereof, a written statement from Grantees stating that, to Grantee's actual knowledge, Grantor is in compliance with the terms of this Easement, or if Grantor is not in compliance with the terms of this Easement, stating what violations of this Easement exist according to Grantee's actual knowledge. Grantees agree in such cases to acknowledge, execute, and deliver to Grantor or to any mortgagee, transferee, purchaser, or lessee such a written statement concerning compliance within 45 days from receipt by Grantees of a

written request therefor. Nothing contained in this Easement shall relieve the Grantor from the responsibility to comply with applicable federal, state, and local laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

TO HAVE AND TO HOLD unto Grantees, their successors, and assigns forever.

[signature pages follow]

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

GRANTOR:

Witnesses:

Signature: _____

Daniel Robert Manning

Printed Name: _____

Address: _____

Lori Manning

Signature: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Daniel Robert Manning and Lori Manning, husband and wife, by means of ☐ physical presence or ☐ online notarization, who is ☐ personally known to me or ☐ who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

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

NOTARY PUBLIC

My Commission Expires:

Signed

Printed

GRANTEE:

Witnesses:

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

Signature: _____

Printed Name: _____

Address: _____

By: FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES

By: _____

DIRECTOR, DIVISION OF
ADMINISTRATION

Signature: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF LEON

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

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

NOTARY PUBLIC

My Commission Expires:

Signed

Printed

GRANTEE:

Witnesses:

BOARD OF COUNTY
COMMISSIONERS OF MANATEE
COUNTY, FLORIDA

Signature: _____

By: _____

Printed Name: _____

Address: _____

By: _____

Signature: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared by means of [] physical presence or [] online notarization, _____, as _____, who is personally known to me and executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed on behalf of the COUNTY.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 202__.

NOTARY PUBLIC

Signed

My Commission Expires:

Printed

SCHEDULE OF EXHIBITS

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

EXHIBIT F - BUREAU OF APPRAISAL - APPRAISAL CHECKLIST

INSTRUCTIONS: THIS CHECKLIST IS TO BE USED BY APPRAISERS WHEN PREPARING APPRAISAL REPORTS FOR STATE LAND. ALL ITEMS ON THIS CHECKLIST MUST BE MARKED.

ITEMS THAT ARE MARKED "NO" MUST BE NARRATIVELY ADDRESSED WITHIN THE BODY OF THE COMPLETED APPRAISAL REPORT.

THE CHECKLIST IS TO BE INSERTED IN THE ADDENDA OF THE APPRAISAL REPORT.

BUREAU OF APPRAISAL - APPRAISAL CHECKLIST, PART ONE					
		Yes	Page No.	No	N / A
GENERAL — VACANT LAND					
1	Is a completed “Executive Summary” included for each parcel and/or final opinion of value?	[x]	[6]	[]	[]
2	Does the appraisal follow the recommended general format for narrative appraisal reports? (this format should be used by the fee appraiser)	[x]	[SASBOT]	[]	[]
PREMISES OF THE APPRAISAL					
3	Is there a description of the extent of the process (scope) of collecting, confirming and reporting data?	[x]	[33]	[]	[]
4	Is the Bureau of Appraisal’s definition of market value, or other defined value, used?	[x]	[35]	[]	[]
5	Is the intended use (function) and user of the appraisal identified?	[x]	[34]	[]	[]
6	Are the property interests (rights) appraised identified? (e.g. fee simple, leased fee, easement, fee simple subject to)	[x]	[42]	[]	[]
7	Does the appraisal state any Extraordinary Assumptions and Hypothetical Conditions?	[x]	[Values]	[]	[]
8	Does the appraisal report consider whether a fractional interest, physical segment or partial holding contribute pro rata to the value of the whole?	[]	[]	[]	[x]
9	Are the effective date of value and the date of the appraisal report stated?	[x]	[Values]	[]	[]

BUREAU OF APPRAISAL - APPRAISAL CHECKLIST, PART ONE					
		Yes	Page No.	No	N / A
PRESENTATION OF DATA					
10	Is a legal description of the property appraised included in the report?	[x]	[47]	[]	[]
11	Is a five-year subject sales history included?	[x]	[51]	[]	[]
12	Does the appraiser explain why the previous sale of the subject, if within five years, was not used in the valuation?	[]	[]	[]	[x]
13	Is any current agreement of sale, option or listing of the property under appraisal analyzed?	[]	[]	[]	[x]
14	Was a neighborhood analysis provided including a discussion of market trends, either positive or negative, which affect the subject property?	[x]	[48]	[]	[]
15	Is a land use analysis provided which discusses existing land use and zoning designations, impending use restrictions or other existing or proposed concurrency or land use planning restrictions?	[x]	[51]	[]	[]
16	Does the appraisal report provide the current assessed value of the subject property?	[x]	[53]	[]	[]
DESCRIPTION OF SUBJECT					
17	Are photographs and an aerial included?	[x]	[16]	[]	[]
18	Does the appraisal report describe the size, shape and other physical characteristics of the site/land?	[x]	[51]	[]	[]
19	Does the appraisal report describe access to the property?	[x]	[51]	[]	[]

BUREAU OF APPRAISAL - APPRAISAL CHECKLIST, PART ONE					
		Yes	Page No.	No	N / A
20	If the access is poor, inadequate or substandard, does the appraisal address its affect, with supporting market evidence, on value?	☐	☐	☐	☒
21	Does the appraisal describe the topography of the property?	☒	[51]	☐	☐
22	Does the appraisal report describe the location of the property?	☒	[48]	☐	☐
23	Does the appraisal report describe the property's road frontage?	☒	[51]	☐	☐
24	Does the appraisal report describe the property's water frontage, if applicable?	☐	☐	☐	☒
25	Does the appraisal report describe utilities available and their proximity to the property?	☒	[51]	☐	☐
26	Does the appraisal report describe nuisances and hazards, if any, affecting the value of the property?	☐	☐	☐	☒
27	Does the appraisal report describe any existing and/or potential environmental hazards affecting the value of the property	☐	☐	☐	☒
28	Is the tax assessment included?	☒	[53]	☐	☐
29	Does the appraisal report describe the drainage and the existence of flood plain conditions affecting the value of the property?	☒	[51]	☐	☐
30	Does the appraisal report discuss any easements, encroachments and rights-of-way affecting the value of the property and the affect on value?	☒	[42]	☐	☐

BUREAU OF APPRAISAL - APPRAISAL CHECKLIST, PART ONE					
		Yes	Page No.	No	N / A
31	Does the appraisal report discuss the affect on the value of the property as a result of outstanding oil, gas and mineral interests?	[]	[]	[]	[x]
ANALYSIS OF DATA AND CONCLUSIONS					
Highest and Best Use					
32	Is the highest and best use of the property "as vacant" and "as improved", if applicable, analyzed?	[x]	[54]	[]	[]
33	Is the highest and best use based on an "economic use" of the property?	[]	[]	[]	[x]
Land Valuation					
34	Is a minimum of 3 sales included and analyzed?	[x]	[Before & After]	[]	[]
35	Are photographs and an aerial of the sales included?	[x]	[Before & After]	[]	[]
36	Did the appraiser include a sale and listing location map that also shows the subject?	[x]	[Before & After]	[]	[]
37	Is the unit of comparison appropriate for the subject's market?	[x]	[Before & After]	[]	[]
38	Are the comparable sales similar to the subject in highest and best use?	[x]	[Before & After]	[]	[]
39	If the comparable sales are not similar in highest and best use, is an adequate discussion included as to why the sales are used?	[]	[]	[]	[x]

40	Are the comparable sales adjusted for cash equivalency or otherwise clearly explained?	☐	☐	☐	☒
----	--	--------------------------	--------------------------	--------------------------	-------------------------------------

BUREAU OF APPRAISAL - APPRAISAL CHECKLIST, PART ONE					
		Yes	Page No.	No	N / A
41	If you included comparable sales to governmental units and/or non-profit groups, were they analyzed separately with appropriate comments explaining differences, if any, compared to private transactions?	☐	☐	☐	☒
42	If the appraisal report includes extraordinary assumptions and hypothetical conditions are their impacts on value adequately supported and reported in the reconciliation and final value estimate?	☒	[Values]	☐	☐
43	If you provide a discounted cash flow model in valuing the subject property, did you also provide a sales comparison, or other, approach to arrive at the present value of the subject property?	☐	☐	☐	☒
44	Are demolition costs, if any, appropriately considered for the comparable sales and the subject property?	☐	☐	☐	☒
IF THE SUBJECT DOES NOT INCLUDE VALUATION OF IMPROVEMENTS, <u>PROCEED TO PART THREE – NUMBER 78</u>					

BUREAU OF APPRAISAL - APPRAISAL CHECKLIST, PART TWO					
		Yes	Page No.	No	N / A
GENERAL - -IMPROVED PROPERTIES					
Cost Approach					
45	Are there photographs of each major improvement?	☐	☐	☐	☐
46	Is a sketch of the building or a copy of the building plans included?	☐	☐	☐	☐
47	Does the appraisal report identify and describe any potential environmental hazards (e.g., asbestos)?	☐	☐	☐	☐
48	Is the source of the reproduction or replacement cost new of the improvements identified and explained?	☐	☐	☐	☐
49	Was entrepreneurial profit, whether included or excluded, identified and supported?	☐	☐	☐	☐
50	Is curable physical deterioration (deferred maintenance) considered?	☐	☐	☐	☐
51	Is incurable physical deterioration considered?	☐	☐	☐	☐
52	Is functional obsolescence considered?	☐	☐	☐	☐
53	Is external obsolescence considered?	☐	☐	☐	☐
54	Is the contributory value of the site improvements supported?	☐	☐	☐	☐
Income Approach					
55	Are the comparable rentals adequately documented and considered?	☐	☐	☐	☐

BUREAU OF APPRAISAL - APPRAISAL CHECKLIST, PART TWO					
		Yes	Page No.	No	N / A
56	Is a general rental location map also showing the location of the subject property included?	☐	☐	☐	☐
57	Are adjustments to the comparable rentals supported?	☐	☐	☐	☐
58	Is a current rent roll and recent income history for the property provided in the report or lack thereof explained?	☐	☐	☐	☐
59	Were all existing leases considered?	☐	☐	☐	☐
60	Does the report indicate whether the contract rental income is at or near market rental rates?	☐	☐	☐	☐
61	Is the estimate of vacancy and collection loss adequately supported?	☐	☐	☐	☐
62	Is a recent expense history for the subject property provided in the report?	☐	☐	☐	☐
63	Are the projected expenses explained and supported?	☐	☐	☐	☐
64	Are differences between the projected expenses and the property's historical expense trend supported and described?	☐	☐	☐	☐
65	Is each component of the selected capitalization method and technique supported by appropriate market data?	☐	☐	☐	☐
66	Are deductions for rent loss, leasing commissions, tenant improvements, deferred maintenance, etc., accounted for in the discounted cash flow analysis?	☐	☐	☐	☐
67	Is the discount rate supported by appropriate market data?	☐	☐	☐	☐

BUREAU OF APPRAISAL - APPRAISAL CHECKLIST, PART TWO					
		Yes	Page No.	No	N / A
68	Is the terminal capitalization rate supported considering the future risk and increased age of the improvements?	☐	☐	☐	☐
69	Are reasonable sales costs deducted from the estimated reversion to arrive at the net property reversion?	☐	☐	☐	☐
Sales Comparison Approach					
70	Is the unit of comparison appropriate for the subject's market?	☐	☐	☐	☐
71	Are the sales adequately documented and presented?	☐	☐	☐	☐
72	Are photographs and an aerial of the sales included?	☐	☐	☐	☐
73	Does the report include a sales and listing location map showing the subject property?	☐	☐	☐	☐
74	Are the comparable sales similar to the subject in highest and best use?	☐	☐	☐	☐
75	If the comparable sales are not similar in highest and best use, is a discussion included as to why the sales are used?	☐	☐	☐	☐
76	Are the comparable sales adjusted for cash equivalency or otherwise clearly explained?	☐	☐	☐	☐
77	Are the adjustments that were applied to the sales adequately supported?	☐	☐	☐	☐

BUREAU OF APPRAISAL - APPRAISAL CHECKLIST, PART THREE					
		Yes	Page No.	No	N / A
Reconciliation					
78	Is the quality and quantity of data considered and reconciled and the applicability or suitability of the approaches considered and reconciled?	[x]	[104]	[]	[]
79	Is the final value estimate consistent with the highest and best use, the data, and analyses presented in the report?	[x]	[104]	[]	[]
80	Does the appraisal report consider and analyze the effect on value, if any, of the assemblage of the various estates or component parts of a property, refraining from estimating the value of the whole property simply by adding together the individual values of the various estates or component parts without explanation?	[]	[]	[]	[x]
81	In arriving at a final value estimate, does the appraisal consider the value impact (cost to cure/stigma) of environmental hazards and/or other contamination (underground storage tanks, toxic waste disposal, etc.) before concluding the "as is" value?	[]	[]	[]	[x]
Miscellaneous					
82	Does the report provide an estimate of the property's anticipated exposure time, as required by USPAP?	[x]	[43]	[]	[]
83	Does the appraisal explain and support the exclusion of any of the usual valuation approaches?	[x]	[33]	[]	[]

BUREAU OF APPRAISAL - APPRAISAL CHECKLIST, PART THREE					
		Yes	Page No.	No	N / A
84	Are Extraordinary Assumptions and Hypothetical Conditions repeated, or referenced with all statements of the final opinion of value?	[x]	[Values]	[]	[]
 Signed			June 2, 2026 Date		

MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,
RURAL AND FAMILY LANDS PROTECTION PROGRAM
AND
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

THIS MEMORANDUM OF AGREEMENT is entered into this 6th day of February, 2026, by and between the **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, RURAL AND FAMILY LANDS PROTECTION PROGRAM**, (RFLPP), which acts as agent for acquisitions by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Trustees), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 (County), collectively referred to herein as the Parties. Wherever used herein the terms "RFLPP" and "County" include their legal representatives, assigns, and successors.

RECITALS

A. The RFLPP and the County are authorized to enter into acquisition agreements to cooperatively and efficiently use their various powers to provide a mutually beneficial public purpose that will advance the health, education, safety, and general welfare of the citizens of the state of Florida.

B. The RFLPP and the County, in recognition of their mutual conservation efforts and responsibilities to the public, desire to enter into this Memorandum of Agreement (Agreement) to facilitate the acquisition of certain rights over the parcels described in Exhibit B. Collectively, the parcels comprise the Mossy Island Ranch (Property).

C. The County has determined the Property is eligible, pursuant to Manatee County Ordinance No. 2-25 Article IV, Acquisition, Protection and Management of Environmental Lands, as amended, for funding under the County's land acquisition program for purchase of easements over environmentally or agriculturally significant lands within Manatee County.

D. The RFLPP has determined the Property is eligible for funding as a perpetual rural lands protection easement (Easement) as a project approved by the Board of Trustees of the Internal Improvement Trust Fund due to its significant agricultural attributes.

E. The Parties have agreed to each pay a share of the purchase price related to the Property.

F. The Property is environmentally significant, provides for ongoing agricultural operations, and will further the conservation goals of the County and the RFLPP.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals and the Exhibits attached hereto are true and correct and are incorporated herein by reference for all purposes and expressly made a part of this Agreement.

2. The Parties shall cooperatively negotiate the acquisition of Easement over the property described in Exhibit B and illustrated in Exhibit A. The Parties may agree to amend Exhibit B to this Agreement to change the boundaries of the Parcel(s). Working cooperatively with the County staff, the RFLPP will be the lead agency in pursuing the acquisition of the Easement over the Property, including but not limited to negotiations, obtaining appraisals, title work and reports, and preparation of closing documents and post-closing matters.

3. Pre-acquisition. The RFLPP shall be responsible for providing an appraisal map or survey suitable for use in preparing appraisals in compliance with the procedures and requirements set forth in section 570.715, Florida Statutes and rule chapter 5I-7, Florida Administrative Code (F.A.C.). The RFLPP shall provide a copy of all appraisals to the County during the negotiation process. The RFLPP will be responsible for up to 100% of all pre-acquisition costs.

4. The Parties agree that RFLPP will take the lead in negotiating for the acquisition of the Easement. The Parties agree to provide any documentation requested by the other party. The contract to acquire the Property will be on RFLPP forms with any changes mutually agreed to by County and the RFLPP. The contract will name the Trustees as purchaser.

5. The purchase price to be paid will be based on appraisals per Section 570.715, Florida Statutes and rules 5I-7.009 and 5I-7.013, F.A.C., based on an estimated acreage and shall be apportioned as follows, where the maximum is:

County – An amount not to exceed \$500,000 of the Easement purchase price*

RFLPP – The remainder of the purchase price of the Easement*

*The final amounts may be adjusted based on the final certified acreage of the surveys or the Easement(s) purchase price if less than the appraised value.

The County's share shall be up to \$500,000 of the purchase price of the Easement. The Trustees' share shall be the remainder of the purchase price of the Easement plus the closing costs. For purposes of this Agreement, "closing costs" shall be limited to the cost of the survey, environmental audit, title insurance, recording costs, and any other costs as agreed upon by the Parties. The purchase price agreed to be paid to the landowners shall not exceed the maximum value of the Easement as determined in accordance with rule 5I-7.009, F.A.C. In the event County's share of the purchase price as described above exceeds County's available funds, it is understood and agreed that this Agreement shall terminate and the RFLPP may elect to acquire the Property on behalf of the Trustees without the participation of County. The County may acquire the Property without the participation of the RFLPP if the RFLPP has insufficient funds to complete the purchase of the Property. The Parties agree that RFLPP will obtain title and closing services for the closing of the Easement covered under

this Agreement.

6. The RFLPP's and the County's obligations to fund their specified portions of the purchase price for the Property are contingent upon the approval of these purchases by the Trustees and the County; the RFLPP's and the County's review and approval of the title insurance to be provided by the RFLPP, environmental site assessment, survey, and closing documents; and any other matters affecting closing, at the reasonable discretion of the RFLPP's and the County's legal counsel, and is further contingent upon the availability of funding from sources acceptable to the RFLPP and the County. Payment by each party of its share of funds to the closing agent for closing shall evidence approval of all such matters prior to closing. Any duty of the Parties to perform under the provisions of this Agreement is contingent on an annual appropriation therefore by the Florida Legislature or the County as applicable.

7. In accordance with the provisions of section 570.715(5), Florida Statutes and rules 5I-7.009 and 5I-7.013, F.A.C., the County, on its behalf and on behalf of its employees and agents, shall maintain the confidentiality of all appraisal reports and information, and must obtain the consent of the Department prior to disclosing the information to any other person, until such time as they become a public record. The Parties understand that all documents, letters, maps, and all other materials, including appraisal reports and information (Records) specifically related to the acquisition of the Easement will become a public record as defined in Chapter 119, Florida Statutes and in accordance with section 570.715(5), Florida Statutes. The County shall deliver to the Department copies of all negotiation files after negotiations with the owner have terminated.

8. Landowners will assume primary management responsibility for the Property in accordance with the terms of the Easement. The RFLPP will assume the primary monitoring and enforcement responsibilities under the terms of the Easement.

9. Title to the Easement shall be held jointly in the name of the Trustees and the County. In accordance with rule 5I-7.010, F.A.C., such joint ownership is subject to approval by the Trustees, with the County's title interest limited to its percentage of the total financial contribution.

10. This Agreement constitutes the entire agreement of the Parties. There are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed, or amended, except by a writing signed by the Parties hereto.

11. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed or interpreted as a waiver of any right, privilege, or immunity, whether in contract or tort, that the RFLPP or the County may enjoy under the doctrine

of sovereign immunity, or the limitations of liability set forth in Section 768.28, Florida Statutes, and any amendments thereto.

12. This Agreement shall be construed and interpreted according to the laws of the state of Florida.

13. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the County or the RFLPP has executed the same, and that date shall be inserted at the top of the first page hereof.

14. This Agreement will expire one year from the date of execution or upon closing of the purchase transaction contemplated herein, whichever is sooner.

[SIGNATURES APPEAR OF FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to become effective as of the date the last party executes the Agreement, and that date shall be entered above.

Department of Agriculture and Consumer Services Rural
and Family Lands Protection Program

By: J. B. Hicks
Joey Hicks, Director
Division of Administration

Date: 2.6.26

ATTEST:



COUNTY:
BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: J. M.
Chairperson

Date: 1/27/26

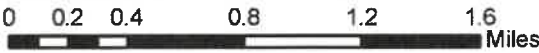
ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Robin Tith, DC
Deputy Clerk

EXHIBIT A
PROPOSED PROJECT BOUNDARY MAP



**Rural and Family Lands Protection Program
2025 Application Cycle
Mossy Island Ranch**



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

Managed Lands

- Federal
- State
- Local
- Private

EXHIBIT B
LEGAL DESCRIPTION AND PARCEL ID(s)

PARCEL # - 237160106

A PARCEL OF LAND LYING IN SEC 8 & 17 DESC AS FOLLOWS: COM AT THE W 1/4 COR OF SEC 5; TH N 01 DEG 27 MIN 15 SEC E ALG W LINE OF SD SEC 5, 515.26 FT TO C/L OF CLAY GULLY RD; TH N 89 DEG 32 MIN 00 SEC E ALG C/L OF SD RD 442.06 FT; TH S 48 DEG 11 MIN 45 SEC E ALG C/L OF SD RD 768.83 FT; TH N 89 DEG 04 MIN 15 SEC E ALG C/L OF SD RD 1597.40 FT; TH N 89 DEG 02 MIN 20 SEC E ALG SD RD 2225.34 FT TO NE COR OF RANCHES AT MOSSY HAMMOCK A SUB REC IN PB 23 PGS 164-175 PRMCF; TH S 00 DEG 13 MIN 15 SEC E ALG E LINE OF SD SUB 6856.23 FT TO A PT IN SEC 8; TH S 89 DEG 26 MIN 40 SEC W 990.74 FT TO POB; TH S 00 DEG 13 MIN 25 SEC E 3801.55 FT TO A PT ON THE S LINE OF THE N1/2 OF SEC 17; TH S 89 DEG 21 MIN 20 SEC W ALG S LINE OF SD N1/2, 3862.37 FT TO SW COR OF SD N1/2; TH N 00 DEG 20 MIN 45 SEC W ALG W LINE OF SD SEC 17, 2637.08 FT TO NW COR OF SD SEC 17; TH N 00 DEG 09 MIN 52 SEC W ALG W LINE OF SD SEC 8; 2722.80 FT; TH N 89 DEG 50 MIN 08 SEC E 1737.05 FT TO A PT ON THE W LINE OF SD SUB; TH S 07 DEG 31 MIN 39 SEC W ALG SD W LINE OF SD SUB 137.47 FT TO P.R.M.; TH S 61 DEG 01 MIN 10 SEC E ALG S LINE OF SD SUB 283.71 FT TO P.R.M.; TH S 63 DEG 40 MIN 54 SEC E ALG S LINE OF SD SUB 893.53 FT TO P.R.M.; TH S 59 DEG 28 MIN 30 SEC E ALG S LINE OF SD SUB 437.08 FT TO P.R.M.; TH S 49 DEG 09 MIN 13 SEC E 960.09 FT TO POB PI#2371.6010/6



OFFICE OF THE COUNTY ATTORNEY

COUNTY ATTORNEY

Pamela J. D'Agostino

DEPUTY COUNTY ATTORNEY

Christopher M. De Carlo

CHIEF ASSISTANT COUNTY ATTORNEY

Sarah A. Schenk*

ASSISTANT COUNTY ATTORNEYS

Douglas E. Polk

Camilo A. Soto

Whitni M. Hodges

Deanne C. Fields

Katherine H. Welch

Rebecca E. Waterman

Angelina L. Stratton

Jared M. Monahan

MEMORANDUM

DATE: November 21, 2025

TO: Peter Morrow, Property Acquisition Division Manager, Property Management Department

THROUGH: Pamela J. D'Agostino, County Attorney *Approved by PJD 11/10/2025*

FROM: Jared M. Monahan, Assistant County Attorney *Approved by JMM 11/21/2025*

RE: **Mossy Island MOA for Partnership with RFLPP; RLS No. 24/25-00642**

Issue Presented:

In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) to review a Rural and Family Lands Protection Program (RFLPP) generated Memorandum of Agreement (MOA) and Deed of Rural Lands Protection Easement (Easement) for consideration for execution by the Manatee Board of County Commissioners (BOCC).

Brief Answer:

As submitted, the MOA and Easement are not legally sufficient; however, if the MOA and Easement are revised consistent with the advice contained herein and attached the CAO will have no legal objections.

*Florida Bar Board Certified in City, County and Local Government Law

Background:

Mossy Island Ranch (Ranch) is a 438-acre working cattle ranch in eastern Manatee County that borders the Myakka River State Park and is within the Florida Wildlife Corridor. The Environmental Lands Management and Acquisition Committee (ELMAC) unanimously recommended support for protection of the Ranch at its April 1, 2024, advisory board meeting in partnership with the Florida Department of Agriculture and Consumer Services (FDACS) RFLPP with County cost contributions uncertain. At a subsequent meeting, ELMAC supported a County contribution of up to 50% of the cost of a conservation easement. In December 2024, the RFLPP approved a 438-acre conservation easement for the Ranch. RFLPP has provided the County with their MOA and template easement to facilitate the purchase of a perpetual rural lands easement of the Ranch with the County as a third-party beneficiary.

Discussion:

This RLS was originally submitted in September. In late October, staff provided an amended MOA and an amended Easement. There are some sections in the MOA and Easement that are problematic for the County. Staff should thoroughly review each comment and redline and address each issue before submitting the MOA to the Board. I trust that staff fully understands and is comfortable with the business terms of this proposed transaction as outlined in the MOU and Easement. Staff has not identified any particular clauses or provisions of the MOU or Easement which are believed to be questionable or legally concerning. Because the County is not a party to the Easement and instead serves only as a third-party beneficiary to same, I have limited my review to identifying legal issues that could give rise to claim or case against the County. Furthermore, I trust that staff understands the business terms of MOU relative to the County's monitoring and enforcement rights and is comfortable with same.

Finally, it should be noted that several documents/reports are referenced in Easement that were not provided to the CAO and as such were not reviewed as part of the response to the RLS.

Conclusion:

Except as otherwise indicated, I have not reviewed or revised the MOA or Easement for thoroughness, accuracy, typographical errors or ADA accessibility. I express no opinion as to the business judgment or policy decision of entering into the MOA with RFLPP for the purchase of a conservation easement of the Ranch. Provided the legal concerns and issues identified herein and attached are addressed consistently with my advice, I have

no objection from a legal standpoint to this matter being presented to the Board for review and consideration.

This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

Attachments:

Redlined Memorandum of Agreement

Redlined Deed of Rural Lands Protection Easement

Copies with attachments to:

Bryan Parnell, Deputy County Administrator, County Administration

Cary Knight, Director of Property Management, Property Management Department

Charles Meador, Deputy Director of Property Management, Property Management Department

Lisa Crabtree, Senior Real Property Specialist, Property Management Department

Caitlyn DeLoach, Senior Real Property Specialist, Property Management Department

Kendall Carson, Environmental Lands Program Coordinator, Property Management Department



OFFICE OF THE COUNTY ATTORNEY

COUNTY ATTORNEY

Pamela J. D'Agostino

DEPUTY COUNTY ATTORNEY

Christopher M. De Carlo

CHIEF ASSISTANT COUNTY ATTORNEY

Sarah A. Schenk*

ASSISTANT COUNTY ATTORNEYS

Douglas E. Polk

Camilo A. Soto

Whitni M. Hodges

Deanne C. Fields

Katherine H. Welch

Rebecca E. Waterman

Angelina L. Stratton

Jared M. Monahan

Kristina H. Snyderman

MEMORANDUM

DATE: May 14, 2026

TO: Kara Koenig, Environmental Lands Program Manager, Property Management Department

THROUGH: Pamela J. D'Agostino, County Attorney *Approved by PJD 5/14/2026*

FROM: Jared M. Monahan, Assistant County Attorney *Approved JMM 5/14/2026*

RE: **GO Bonds Environmental Millage Usage for Easement Acquisition;
RLS No. 25/26-0208**

Issue Presented:

In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) to review updated Deed of Rural Lands Protection Easements (Easements) for both Mossy Island Ranch and Thundercloud Ranch for consideration for execution by the Manatee Board of County Commissioners (BOCC), where the amended language makes the County an easement co-holder rather than a third-party beneficiary and whether that amended language would allow for the use of general obligation (GO) bonds to fund the purchase.

Brief Answer:

As submitted, the Easements are not legally sufficient. The use of the GO bonds proceeds for purchase of an easement interest in Mossy Island Ranch and Thundercloud Ranch does not appear to be lawful as proposed.

*Florida Bar Board Certified in City, County and Local Government Law

Discussion:

This matter was previously reviewed by Deputy County Attorney and the County's Bond Counsel in December 2025. The Deputy County Attorney and the County's Bond Counsel advised then that an agricultural use of the property is not a lawful use of the GO bonds proceeds. GO bonds proceeds can only be used to "finance the acquisition, improvement, and management of land to protect drinking water sources and water quality, preserve fish and wildlife habitat, prevent stormwater runoff pollution, and provide parks." The easements clearly stated that their purpose was to preserve the property(ies) as productive agricultural land that sustains for the long term both the economic and ecological values of the Property and its environs. That stated purpose did not comply with the requirements of use for the GO bonds. In that instance, the County was not receiving fee interest in the property, nor an easement interest. Please see the Deputy County Attorney's emails, attached, for a more in-depth explanation.

Review of the Easements reveals that the documents are essentially the same aside from the County now being an easement co-holder. The updated Easements address the lack of fee or easement interest issue, but leave the issue of the purpose language being inconsistent with permissible uses of GO bonds proceeds remains unresolved.

Conclusion:

It remains the CAO's conclusion that the GO bonds proceeds may not be used for the acquisition of an easement related to these agricultural lands. As previously advised, alternative funding sources should be sought for the purchase of these Easements.

This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

Attachments:

Emails from Deputy County Attorney dated January 5, 2026, and January 6, 2026

Copies with attachments to:

Bryan Parnell, Deputy County Administrator, County Administration

Cary Knight, Directory of Property Management, Property Management
Department

Charlie Hunsiker, Director of Natural Resources, Natural Resource Department

Peter Morrow, Property Acquisition Manager, Property Management Department

Kendall Carson, Environmental Lands Program Coordinator, Property
Management Department

From: [Christopher DeCarlo](#)
To: [Charlie Hunsicker](#)
Cc: [Pamela DAgostino](#); [Jared Monahan](#); "[SanfordS@gtlaw.com](#)"; [Pamala Roberts](#); [Christopher DeCarlo](#)
Subject: RE: Legal Review from CAO for Mossy Island
Date: Tuesday, January 6, 2026 10:16:06 AM
Attachments: [image001.png](#)
[image002.png](#)

Charlie:

I understand you called this morning and left a message for me essentially asking what, if any, changes/revisions needed to be made to address the legal concerns myself and our bond counsel raised. To recap, myself and our outside counsel have spent considerable time reviewing this matter following the initial emails and phone calls last week, providing our verbal and written legal opinions regarding the proposed memorandum of agreement and deed. During our call yesterday and my follow up email (below), we advised that in our opinion the GO environmental land bond proceeds may not be used for the acquisition of "easements," where the County is not the grantee of the easement which only gives the County a third-party beneficiary interest in these agricultural lands (ranches).

You indicated during our call that at least one other local government had also raised concerns to the State about the lack of receiving a concrete property interest (as opposed to the third-party beneficiary interest), but you were not aware of how the deed language had been revised to address this concern. I might suggest your staff inquire with the State or the county/city that raised these issues as to how it was addressed, if at all.

Finally, during our call, our bond counsel suggested a potential alternative path if you intend to proceed with these transactions – namely, using another legally appropriate funding source. I advised that determining an alternative source was not a legal question, and that determination of an alternative funding source should be coordinated through FMD and the Clerk. Moreover, we discussed that if the Board wants to purchase fee or easement interests in agricultural lands with municipal bond proceeds, the County will need a new referendum to approve same which, of course, will require Board direction and approval.

As I mentioned during our call, if you or your staff have any additional questions, please pose those questions/issues via submission of an RLS so that the County Attorney is aware of same and so that any new/additional, relevant legal issues can be addressed by our office and/or our outside bond counsel.

Sincerely-
Chris

Christopher M. De Carlo, Esq.

Deputy County Attorney
Manatee County Attorney's Office
P.O. Box 1000
Bradenton, FL 34206-1000
Email: christopher.decarlo@mymanatee.org
Phone: 941-745-3750
Fax: 941-745-3089

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From: Christopher DeCarlo <christopher.decarlo@mymanatee.org>

Sent: Monday, January 5, 2026 6:49 PM

To: Charlie Hunsicker <charlie.hunsicker@mymanatee.org>

Cc: Pamela DAgostino <pamela.dagostino@mymanatee.org>; Jared Monahan <jared.monahan@mymanatee.org>; 'SanfordS@gtlaw.com' <sanfords@gtlaw.com>; Pamala Roberts <pamala.roberts@mymanatee.org>; Christopher DeCarlo <christopher.decarlo@mymanatee.org>

Subject: RE: Legal Review from CAO for Mossy Island

Charlie:

Please allow this email to memorialize our telephone conversation this afternoon among you, me, the County's bond counsel (Steve Sanford), and property management staff.

This matter was initially brought to my attention on December 30, 2025, by the Clerk's office following an inquiry from Ms. Hommel, Senior Fiscal Services Manager, Financial Management Department - Natural Resources, who inquired about using funds from the County's GO environmental bond to purchase two (2) easements. Ms. Hommel's email recited that this was the first time GO bond proceeds would be used to pay for easements. She inquired of the Clerk's Office whether Natural Resources would need a CIP project for each proposed easement purchase similar to the process for environmental land purchases.

The Clerk's Office requested that Natural Resources provide the legal opinion stating that purchasing easements is an acceptable use of tax-exempt bond

money.

On December 30, 2025, I emailed Ms. Hommel asking for more information about the particulars of the proposed purchase of these easements, echoing the Clerk's Office comments that the transaction appeared to be one that the County would need our outside bond counsel to render an opinion on, relative to whether purchasing the easements is an acceptable use of tax-exempt bond money, and therefore requiring an RLS be submitted to our office.

You emailed me (attached) on December 30, 2025, providing an RLS response (attached) from our office wherein the CAO was asked to review a memorandum of agreement and deed as to Mossy Island Ranch for consideration by the Board. You and Ms. Hommel separately acknowledged via email that our office had not been asked as part of that prior RLS to review the propriety of using the GO bond proceeds to fund the purchase of the easements in question. I agreed to review the newly raised, separate legal issue of whether purchasing easements was an acceptable use of tax-exempt GO bond money. I indicated that this transaction appeared to be one we would need our outside bond counsel to render an opinion on, relative to whether purchasing the easements was an acceptable use of tax-exempt bond money. Towards that end, I communicated with our outside bond counsel, and set the call for today to discuss our opinions with the department.

Today, based on the information provided to us via email from the Department, Mr. Sanford and I stated during that call that the use of the GO bond proceeds for purchase of a "third-party beneficiary" easement interest in Mossy Island and Thundercloud Ranch does not appear to be a lawful use of the GO bond proceeds.

The following support this conclusion:

- The deed for the easements states that the purpose is to "preserve the Property as productive agricultural land that sustains for the long term both the economic and ecological values of the Property and its environs."
- The title to County Resolution R-20-105 reads as follows:

RESOLUTION NO. R-20-105

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF

**MANATEE COUNTY, FLORIDA REGARDING PUBLIC FINANCE;
AUTHORIZING THE ISSUANCE IN ONE OR MORE SERIES OF NOT
EXCEEDING FIFTY MILLION DOLLARS AGGREGATE PRINCIPAL
AMOUNT OF GENERAL OBLIGATION BONDS OF MANATEE
COUNTY,
FLORIDA, TO PAY ALL OR A PORTION OF THE COST OF
ACQUIRING
CERTAIN LANDS WITHIN MANATEE COUNTY TO PROTECT
WATER
QUALITY AND FISH AND WILDLIFE HABITATS FROM
STORMWATER
RUNOFF POLLUTION, TO PRESERVE ENVIRONMENTALLY
SENSITIVE LANDS AND TO PROVIDE PUBLIC PARKS, SUBJECT
TO
APPROVAL AT A REFERENDUM HEREIN CALLED; PROVIDING
FOR
AND CALLING A BOND ELECTION OF THE QUALIFIED
ELECTORS
RESIDING IN THE COUNTY TO BE HELD ON NOVEMBER 3, 2020
ON
THE QUESTION OF THE ISSUANCE OF SUCH GENERAL
OBLIGATION
BONDS AND THE LEVY OF ADDITIONAL AD VALOREM TAX
MILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING A
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.**

-Section 3 of the Resolution reads as follows:

SECTION 3: AUTHORIZATION OF BONDS.

Subject and pursuant to the provisions hereof, General Obligation Bonds of Manatee County, Florida, are authorized to be issued in one or more series in an aggregate principal amount of not exceeding Fifty Million Dollars, for the purpose of financing all or a portion of the Conservation and Parks Projects to finance the acquisition of lands to protect water quality and fish and wildlife habitats from stormwater runoff pollution, to preserve environmentally sensitive lands and to provide public parks, subject to approval at a referendum herein called.

-Here is the language from the referendum that approved the increased millage

for the County's environmental bond:

**WATER QUALITY PROTECTION, FISH AND WILDLIFE HABITAT
PRESERVATION,**

AND PARK AD VALOREM TAX AND BONDS

To finance the acquisition, improvement, and management of land to protect drinking water sources and water quality, preserve fish and wildlife habitat, prevent stormwater runoff pollution, and provide parks, shall Manatee County levy an additional 0.15 mill ad valorem tax and issue general obligation bonds in a total principal amount not exceeding \$50,000,000, maturing within 20 years, bearing interest not exceeding the legal rate, payable from such ad valorem taxes, with annual public audits?

FOR BONDS

AGAINST BONDS

-The subject properties owned by the grantor of the easement are used for agriculture. The easement deed clearly states this. You also confirmed during our call today that the property is agricultural in use. The bond proceeds may be used "to finance the acquisition, improvement, and management of land to protect drinking water sources and water quality, preserve fish and wildlife habitat, prevent stormwater runoff pollution, and provide parks." An agricultural use does not comport with the "acquisition, improvement, and management of land to protect drinking water sources and water quality, preserve fish and wildlife habitat, prevent stormwater runoff pollution, and provide parks." Thus, we conclude the bond proceeds may not be used for the acquisition of an "easement" (discussed in detail below) related to this agricultural land.

-Moreover, pursuant to the deed, the **Florida Department of Agriculture and Consumer Services** is the grantee (recipient) of the easement. Manatee County will *neither* receive a fee interest in the property, nor an easement interest. The County is not the grantee of the easement, but rather a third-party beneficiary by virtue of contributing to the consideration paid to the Grantor to acquire same. So, Mr. Sanford and I questioned what exactly the County is actually getting under this arrangement in exchange for its payment?

I hope this adequately summarizes our concerns and the reasoning for same. While we appreciate the goal of the Department, we are not of the opinion that

the GO bond proceeds can be used to purchase these easements. Please let us know if you have any further questions or concerns.

Sincerely,
Chris De Carlo

Christopher M. De Carlo, Esq.

Deputy County Attorney
Manatee County Attorney's Office
P.O. Box 1000
Bradenton, FL 34206-1000
Email: christopher.decarlo@mymanatee.org
Phone: 941-745-3750
Fax: 941-745-3089

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From: Charlie Hunsicker <charlie.hunsicker@mymanatee.org>
Sent: Tuesday, December 30, 2025 4:29 PM
To: Christopher DeCarlo <christopher.decarlo@mymanatee.org>
Cc: Pamela DAgostino <pamela.dagostino@mymanatee.org>; Jared Monahan <jared.monahan@mymanatee.org>
Subject: FW: Legal Review from CAO for Mossy Island

A question has been raised by the Clerk as to whether the easement payments from Manatee County Environmental Lands referendum bonds meet the public interest tests to enter into a partnership with State Department of Agriculture and Consumer Services (DACs). Although not explicitly requested in the review of the material provided to your Office in our original RLS, we are hopeful that this consideration was weighed in recommending that the item move forward for Board approval.

The item is currently set for Board action on January 27. Please review the attached material consisting of the DACS documentation for entering into the perpetual agricultural conservation lease under the Legislatively established Rural and Family Lands Act. This consist of a Memorandum of Agreement and Deed of Rural Lands Easement that was included in the response from Assistant County Attorney Jared Monahan to the RLS originally submitted (also attached).

The County lease partnership payment in the case of Mossy Island Ranch is \$500,00, for an easement over a property of roughly 450 acres in size. A similar agreement , nearly verbatim in language and intent has also been prepared and reviewed by Jarad for a second easement partnership with DACS for an easement known as Thundercloud Ranch for a county easement payment pf \$1,500,000 for an easement roughly 1000 acres in size. The Clerks questions will pertain to this transaction as well.

Charlie Hunsicker | Director
Manatee County Government
Natural Resources
1022 26th Ave E, Bradenton, FL 34208
Office - (941) 748-4501, ext. 6001
Cell - (941) 290-8026
mymanatee.org

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From: Kendall Carson <kendall.carson@mymanatee.org>
Sent: Tuesday, December 30, 2025 2:38 PM
To: Charlie Hunsicker <charlie.hunsicker@mymanatee.org>
Subject: Legal Review from CAO for Mossy Island

Hye Charlie,

Attached is the response from CAO, the MOA as well as the template for the deed of the conservation easement.

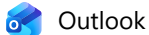
Let me know if there is anything else you need from me. Thanks Charlie

Kendall Carson | Environmental Lands Program Coordinator
Manatee County Government
Property Management Department
9000 Town Center Parkway
Lakewood Ranch, Florida 34202
Desk: 941-748-4501 x 7472
Mobile: 941-297-8623
mymanatee.org

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*****Please note: The Property Acquisition/Environmental Lands office location has relocated to 9000 Town Center Parkway, Lakewood Ranch, Florida 34202*****



Outlook

Re: SEEKING FOLLOW-UP CLARIFICATION TIED TO EASEMENT EXHIBITS: Re RLS No. 24/25-00642 and RLS No. 25/26-0208

From Kara Koenig <kara.koenig@mymanatee.org>**Date** Thu 6/18/2026 1:29 PM**To** Jared Monahan <jared.monahan@mymanatee.org>**Cc** Kendall Carson <kendall.carson@mymanatee.org>

Jared - Thank you for the clarification and understood, I appreciate the prompt response!

Sincerely,

Kara Koenig | Environmental Lands Program Manager
Manatee County Government
Property Management Department
9000 Town Center Parkway
Lakewood Ranch, FL 34202
P.O. Box 1000
Bradenton, FL 34206
Office: 941-748-4501 x 6052
Mobile: 941-718-7584
mymanatee.org

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From: Jared Monahan <jared.monahan@mymanatee.org>**Sent:** Thursday, June 18, 2026 1:28 PM**To:** Kara Koenig <kara.koenig@mymanatee.org>**Cc:** Kendall Carson <kendall.carson@mymanatee.org>**Subject:** RE: SEEKING FOLLOW-UP CLARIFICATION TIED TO EASEMENT EXHIBITS: Re RLS No. 24/25-00642 and RLS No. 25/26-0208

I was referring solely to staff. The way this is written makes it a business term that staff should be aware of before agreeing to it.

Sincerely,

Jared Monahan
Assistant County Attorney
Manatee County Government
Office of the County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
jared.monahan@mymanatee.org
Phone: 941-745-3750
Fax: 941-749-3089



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From: Kara Koenig <kara.koenig@mymanatee.org>
Sent: Thursday, June 18, 2026 1:26 PM
To: Jared Monahan <jared.monahan@mymanatee.org>
Cc: Kendall Carson <kendall.carson@mymanatee.org>
Subject: SEEKING FOLLOW-UP CLARIFICATION TIED TO EASEMENT EXHIBITS: Re RLS No. 24/25-00642 and RLS No. 25/26-0208

Good Afternoon Jared - I had a follow-up question tied to your initial review of the FDACS Rural and Family Lands easements.

In your initial review of the easements, you provided commentary that staff should obtain and review the Baseline Documentation Report (BDR) and Significant Natural Areas (SNA) reports. We've received the finalized exhibits tied to the easements, with Thundercloud requiring and receiving approval at the June 9th, 2026 Florida Governor and Cabinet meeting.

With that being said, when you reference staff should obtain and review, were you referencing solely staff and not additional review by CAO, or should I send the exhibits to you for review as well? I'm aiming to move these easements forward for execution after BCC recess and I want to make sure I have everything squared away for execution.

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

F. Significant Natural Area ("SNA"). There are certain agricultural lands with important species habitat or water resources occurring within the boundaries of the Property, more particularly identified as SNA(s) in the BDR. An SNA is defined as a particularly outstanding or sensitive area that the parties agree are desirous of protection due to the presence of the following: 1) high-quality terrestrial or aquatic

2

Rev 03/12/2025

JM Jared Monahan

Note: This was not provided to CAO and as such was not reviewed. Staff should obtain and review this report, as this is what County would be enforcing as a Third-Party Beneficiary to the

Reply

JM Jared Monahan

Staff should obtain and review the SNA(s) found in the BDR report, as this is what County would be enforcing as a Third-Party Beneficiary to the Easement.

Reply

Thank you in advance, I greatly appreciate it.

Sincerely,

Kara Koenig | Environmental Lands Program Manager
Manatee County Government
Property Management Department
9000 Town Center Parkway
Lakewood Ranch, FL 34202
P.O. Box 1000
Bradenton, FL 34206
Office: 941-748-4501 x 6052
Mobile: 941-718-7584
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RESOLUTION B-26-112
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2026

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2025-2026 budget is hereby amended in accordance with FS 129.06 as described in the description and specified in the budget adjustment batch file listed below:

District(s): 1
Department: NATURAL RESOURCES
Department: PROPERTY MANAGEMENT
Fund: ENVIRONMENTAL LANDS - GO BONDS CAPITAL PROJECTS
Description: Transfers \$500,000 from reserves in the Environmental Lands - Go Bonds Capital Project fund for the Mossy Island Ranch Rural Lands Protection Easement project for land acquisition costs. The Memorandum of Agreement between the Florida Department of Agriculture and Consumers Services, Rural and Family Lands Protection Program and Manatee County was fully executed by the Board of County Commissioners on January 27, 2026.

This budget amendment is being presented to the Board of County Commissioners along with execution of the Deed of Rural Lands Protection Easement.

This budget amendment adjusts the FY26-30 CIP.

Batch ID: MC081826A

Reference: BU26000612

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS _____ DAY OF _____, 2026.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST: Angelina Colonnese
Clerk of Circuit Court

By: _____
Deputy Clerk

APPROVED

By Claudia Campos at 11:40 am, Sep 12, 2026

REVIEWED

By Candice Cruz at 2:23 pm, Aug 31, 2026