RESOLUTION B-26-113
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 $1,500,000 from reserves in the Environmental Lands operating fund to the Environmental Lands Capital Project fund for the Thundercloud 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: MC081826B Reference: BU26000614

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

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST: Angelina Colonneso
Clerk of Circuit Court

By: _____
Deputy Clerk

MANATEE COUNTY FLORIDA

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: Thundercloud Ranch
County: Manatee

DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this ___day of _____2026, by THUNDERCLOUD RANCH, LLC, a Florida limited liability company, whose address is 1038 S. Frankland Rd., Tampa, FL 33629, ("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: Thundercloud Ranch, LLC, Alex Walter, 1038 S. Frankland Rd., Tampa, FL 33629

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 July 15th, 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.

Witnesses:

Signature: _____

Printed Name: _____

Address: _____

_____

GRANTOR:
THUNDERCLOUD RANCH, LLC, a Florida limited liability company

By: _____
Alexander J. Walter, Manager

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 Alexander J. Walter, as Manager on behalf of Thundercloud Ranch, LLC, a Florida limited liability company, 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

_____
Signed

My Commission Expires:

_____
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: _____

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

_____
Signed

My Commission Expires:

_____
Printed

GRANTEE:
MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: September 22, 2026

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"

579 Thundercloud Ranch

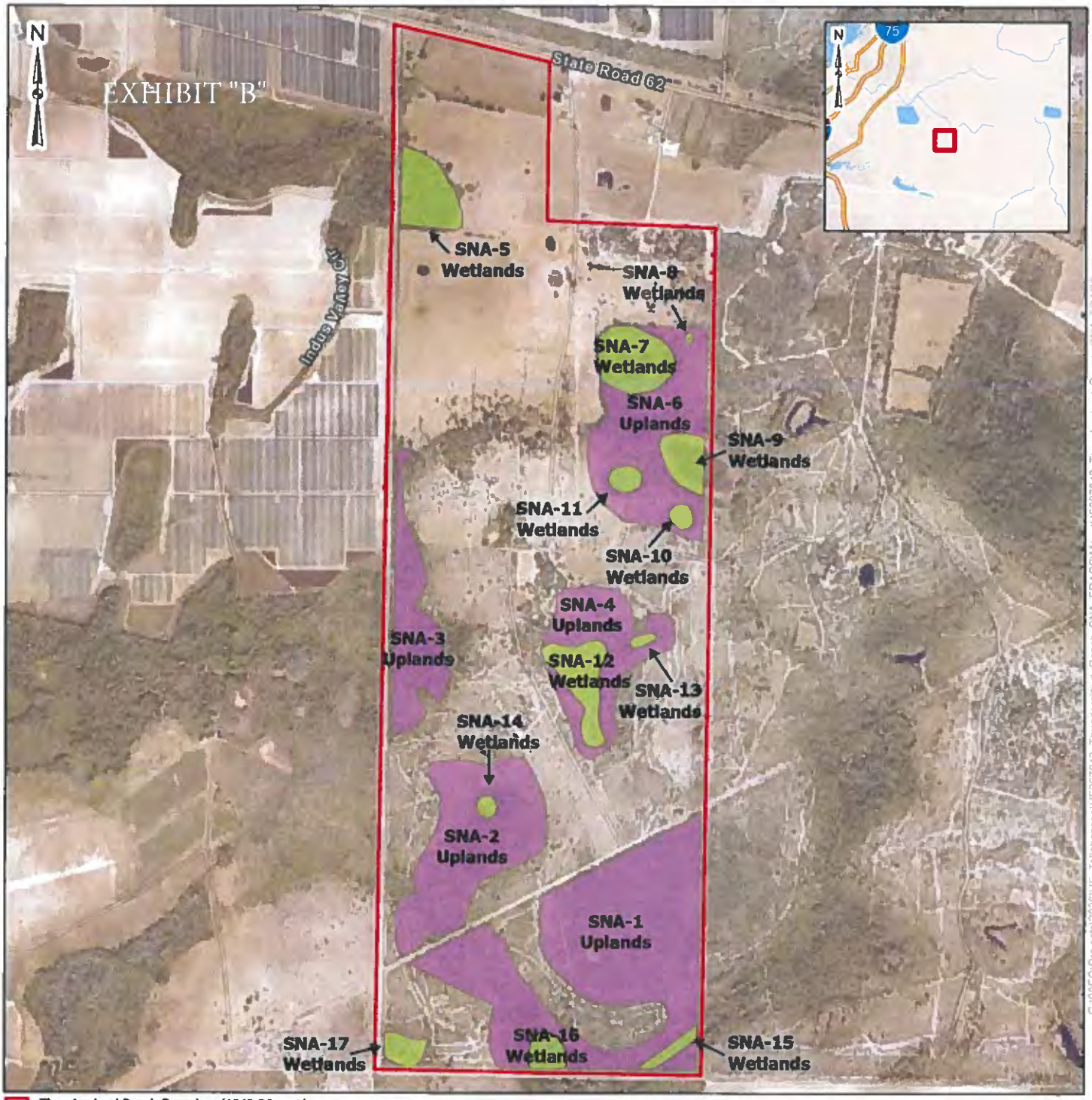
Parcel 1

Beginning at the southwest corner of Section 31, Township 33 South, Range 21 East, Manatee County, Florida; thence run N 00°55'55" E, along the west line of said Section 31, a distance of 5351.22 feet; thence run N 00°55'55" E along the west line of Section 30, Township 33 South, Range 21 East, a distance of 5351.22 feet; thence run N 00°32'55" E along the west line Section 19, Township 33 South, Range 21 East, a distance of 2055.97 feet to the southerly maintained right of way line of State Road 62; thence southeasterly along said southerly maintained right of way line, the following four (4) courses; (1) thence S 76°55'22" E, a distance of 899.85 feet; (2) thence S 76°13'40" E, a distance of 1272.42 feet; (3) thence S 76°13'34" E, a distance of 1307.81 feet; (4) thence S 76°05'59" E, a distance of 594.98 feet to the end of said maintained right of way line; thence S 00°48'11" W, a distance of 11,866.26 feet; thence N 89°00'30" W, along the south line of aforementioned Section 31, a distance of 3987.81 feet to the Point of Beginning.

Lying and being in Sections 19, 30 and 31, Township 33 South, Range 21 East, Manatee County, Florida.

LESS AND EXCEPT

Commence at the southwest corner of said Section 19; thence N 00°32'28" E along the west line of said Section 19 a distance of 2056.11 feet to the southerly maintained right of way line of State Road 62 as described in the deed recorded in Instrument #201941072080 of the public records of Manatee County, Florida; thence along said right of way for the following five courses; (1) S 76°55'08" E a distance of 899.87 feet; (2) S 76°13'33" E a distance of 1037.18 feet to the Point of Beginning; (3) continue S 76°13'33" E a distance of 235.13 feet; (4) S 76°13'47" E a distance of 1308.00 feet; (5) S 76°06'08" E a distance of 594.93 feet to a point on the east line of the boundary of Parcel 1 as described in said deed recorded in Instrument 201941072080; thence S 00°48'10" W along said east line a distance of 1526.57 feet; thence N 87°15'12" W a distance of 2027.69 feet; thence N 00°52'23" W a distance of 1939.69 feet to the Point of Beginning.



Thundercloud Ranch Boundary (1042.26 ac.±)

Observed Significant Natural Areas (344.54 ac.±, 33.0% of site)

SNA Uplands (282.11 ac.±, 27.1% of site)

SNA-1 Uplands: 120.81 ac.±, 11.7% of site
SNA-2 Uplands: 55.78 ac.±, 5.4% of site
SNA-3 Uplands: 27.27 ac.±, 2.6% of site
SNA-4 Uplands: 30.71 ac.±, 2.9% of site
SNA-6 Uplands: 47.55 ac.±, 4.5% of site

SNA Wetlands (62.43 ac.±, 5.9% of site)

SNA-5 Wetlands: 13.06 ac.±, 1.2% of site
SNA-7 Wetlands: 14.18 ac.±, 1.4% of site
SNA-8 Wetlands: 0.25 ac.±, <0.1% of site
SNA-9 Wetlands: 7.23 ac.±, 0.7% of site
SNA-10 Wetlands: 1.51 ac.±, 0.1% of site
SNA-11 Wetlands: 2.43 ac.±, 0.2% of site
SNA-12 Wetlands: 11.55 ac.±, 1.1% of site
SNA-13 Wetlands: 0.83 ac.±, 0.1% of site
SNA-14 Wetlands: 1.25 ac.±, 0.1% of site
SNA-15 Wetlands: 2.42 ac.±, 0.2% of site
SNA-16 Wetlands: 3.88 ac.±, 0.4% of site
SNA-17 Wetlands: 3.84 ac.±, 0.4% of site

Feet
0 850 1,700 3,400

DATA SOURCES
Terracon - Significant Natural Area identification; Esri – World Imagery (04/2024) & World Navigation Map

Project No.:	HF267042
Date:	Mar 2026
Drawn By:	JMA
Reviewed By:	FP

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

Observed Significant Natural Areas

Thundercloud Ranch
Florida Department of Agriculture and Consumer Services
Manatee County, Florida

Exhibit

1

EXHIBIT C

Florida Department of Agriculture and Consumer Services

WILTON SIMPSON
COMMISSIONER

RURAL AND FAMILY LANDS PROTECTION PROGRAM
EASEMENT MONITORING FORM

Sections 570.70 and 570.71, F.S.; Rule 5I7.014, 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 stoked? If so, list the species: Is there any other visitation, recreation, or other public use occurring on the property? If so, what kind?
U.	Are there any changes in land use on nearby properties that the grantor of monitor anticipates will impact the subject property? If so, what type?
V.	Describe any new management or agricultural activities planned for next 12-18 months: 1. 2. Is the activity(s) consistent with the terms and conditions of the CE?

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

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

LANDOWNER REMARKS

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

MONITOR REMARKS

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

REPORT 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

Approved in Open Session 9/22/26
Manatee County
Board of County Commissioners

September 22, 2026 - Regular Meeting

Subject
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

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-26-113, 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 Thundercloud 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
• Thundercloud Ranch is a 1,042 acre property consisting of working cattle lands, native woodlands, freshwater marshes, wet prairies, lake swamps, and forested wetlands located at 28821 State Road 62, Parrish, Florida 34219. The property is a connecting parcel between Edward W. Chance Reserve (Gilley Creek Tract) and South Fork State Park.

• On March 3, 2025, the Environmental Lands Management and Acquisition Committee (ELMAC) unanimously recommended protecting Thundercloud Ranch through partnership with the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP).

See attached agenda update memo 9/17/26

• 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 Thundercloud Ranch ranked 54 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 Thundercloud 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 $1,500,000, 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 23, 2026.

• Upon completion of the appraisals, RFLPP presented an offer of $11,680,000 ($11,205/acre) for the easement acquisition of +/- 1,042.37 acres which was accepted by the property owner. Following offer acceptance, the acquisition moved forward to the June 9, 2026 Florida Governor and Cabinet Meeting as a consideration of an option agreement to acquire the perpetual rural lands protection easement, and was approved by the Governor.

• 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-26-113

•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
$1,500,000.00 – Account Number 831-0990002 (Unrestricted 831 Millage)

Amount and Frequency of Recurring Costs
N/A

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

New Deed per 9/17/26 Update memo

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: Thundercloud Ranch
County: Manatee

DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this ____ day of _____ 2026, by THUNDERCLOUD RANCH, LLC, a Florida limited liability company, whose address is 1038 S. Frankland Rd., Tampa, FL 33629, ("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: Thundercloud Ranch, LLC, Alex Walter, 1038 S. Frankland Rd., Tampa, FL 33629

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 July 15th, 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. I**f 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.

Witnesses:

GRANTOR:
THUNDERCLOUD RANCH, LLC, a Florida limited liability company

Signature: _____

Printed Name: _____

Address: _____

_____

By: _____
Alexander J. Walter, Manager

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 Alexander J. Walter, as Manager on behalf of Thundercloud Ranch, LLC, a Florida limited liability company, 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

_____
Signed

My Commission Expires:

_____
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: _____

_____
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

_____
Signed

My Commission Expires:

_____
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"

579 Thundercloud Ranch

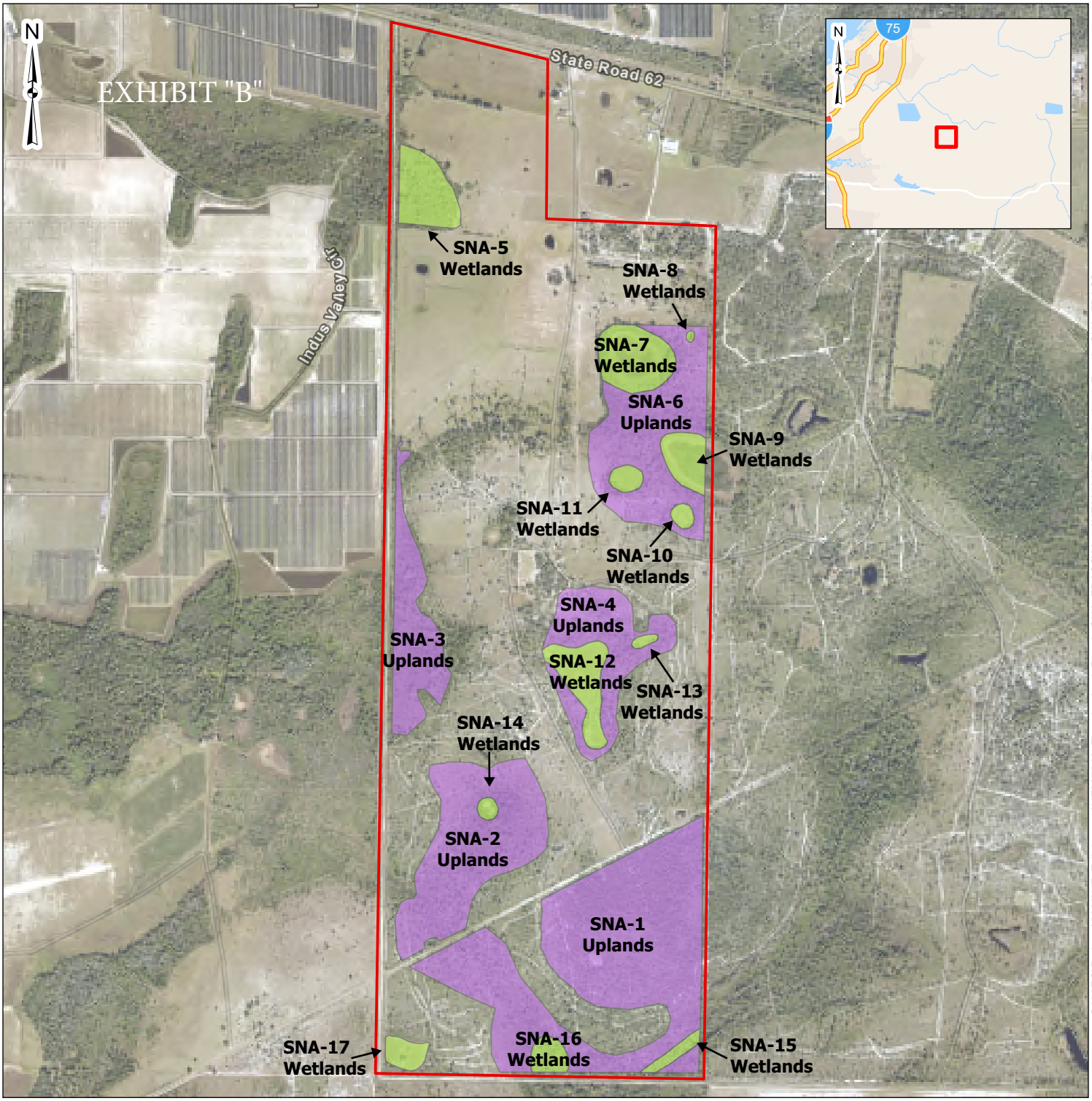
Parcel 1

Beginning at the southwest corner of Section 31, Township 33 South, Range 21 East, Manatee County, Florida; thence run N 00°55'55" E, along the west line of said Section 31, a distance of 5351.22 feet; thence run N 00°55'55" E along the west line of Section 30, Township 33 South, Range 21 East, a distance of 5351.22 feet; thence run N 00°32'55" E along the west line Section 19, Township 33 South, Range 21 East, a distance of 2055.97 feet to the southerly maintained right of way line of State Road 62; thence southeasterly along said southerly maintained right of way line, the following four (4) courses; (1) thence S 76°55'22" E, a distance of 899.85 feet; (2) thence S 76°13'40" E, a distance of 1272.42 feet; (3) thence S 76°13'34" E, a distance of 1307.81 feet; (4) thence S 76°05'59" E, a distance of 594.98 feet to the end of said maintained right of way line; thence S 00°48'11" W, a distance of 11,866.26 feet; thence N 89°00'30" W, along the south line of aforementioned Section 31, a distance of 3987.81 feet to the Point of Beginning.

Lying and being in Sections 19, 30 and 31, Township 33 South, Range 21 East, Manatee County, Florida.

LESS AND EXCEPT

Commence at the southwest corner of said Section 19; thence N 00°32'28" E along the west line of said Section 19 a distance of 2056.11 feet to the southerly maintained right of way line of State Road 62 as described in the deed recorded in Instrument #201941072080 of the public records of Manatee County, Florida; thence along said right of way for the following five courses; (1) S 76°55'08" E a distance of 899.87 feet; (2) S 76°13'33" E a distance of 1037.18 feet to the Point of Beginning; (3) continue S 76°13'33" E a distance of 235.13 feet; (4) S 76°13'47" E a distance of 1308.00 feet; (5) S 76°06'08" E a distance of 594.93 feet to a point on the east line of the boundary of Parcel 1 as described in said deed recorded in Instrument 201941072080; thence S 00°48'10" W along said east line a distance of 1526.57 feet; thence N 87°15'12" W a distance of 2027.69 feet; thence N 00°52'23" W a distance of 1939.69 feet to the Point of Beginning.



Thundercloud Ranch Boundary (1042.26 ac.±)

Observed Significant Natural Areas (344.54 ac.±, 33.0% of site)

SNA Uplands (282.11 ac.±, 27.1% of site)
- SNA-1 Uplands: 120.81 ac.±, 11.7% of site
- SNA-2 Uplands: 55.78 ac.±, 5.4% of site
- SNA-3 Uplands: 27.27 ac.±, 2.6% of site
- SNA-4 Uplands: 30.71 ac.±, 2.9% of site
- SNA-6 Uplands: 47.55 ac.±, 4.5% of site

SNA Wetlands (62.43 ac.±, 5.9% of site)
- SNA-5 Wetlands: 13.06 ac.±, 1.2% of site
- SNA-7 Wetlands: 14.18 ac.±, 1.4% of site
- SNA-8 Wetlands: 0.25 ac.±, <0.1% of site
- SNA-9 Wetlands: 7.23 ac.±, 0.7% of site
- SNA-10 Wetlands: 1.51 ac.±, 0.1% of site
- SNA-11 Wetlands: 2.43 ac.±, 0.2% of site
- SNA-12 Wetlands: 11.55 ac.±, 1.1% of site
- SNA-13 Wetlands: 0.83 ac.±, 0.1% of site
- SNA-14 Wetlands: 1.25 ac.±, 0.1% of site
- SNA-15 Wetlands: 2.42 ac.±, 0.2% of site
- SNA-16 Wetlands: 3.88 ac.±, 0.4% of site
- SNA-17 Wetlands: 3.84 ac.±, 0.4% of site

Feet
0 850 1,700 3,400

DATA SOURCES:
Terracon - Significant Natural Area identification; Esri - World Imagery (04/2024) & World Navigation Map

Project No.:	HF267042
Date:	Mar 2026
Drawn By:	JMA
Reviewed By:	FP

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

Observed Significant Natural Areas

Thundercloud Ranch
Florida Department of Agriculture and Consumer Services
Manatee County, Florida

Exhibit

1

G:\00EQ\Projects\2026\HF Tallahassee\HF267042 Thundercloud Ranch SNA FDACS\Maps\HF267042 Thundercloud Ranch SNA FDACS.aprx

EXHIBIT C

Florida Department of Agriculture and Consumer Services

WILTON SIMPSON
COMMISSIONER

RURAL AND FAMILY LANDS PROTECTION PROGRAM
EASEMENT MONITORING FORM

Sections 570.70 and 570.71, F.S.; Rule 5I7.014, 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 stoked? If so, list the species: Is there any other visitation, recreation, or other public use occurring on the property? If so, what kind?
U.	Are there any changes in land use on nearby properties that the grantor of monitor anticipates will impact the subject property? If so, what type?
V.	Describe any new management or agricultural activities planned for next 12-18 months: 1. 2. Is the activity(s) consistent with the terms and conditions of the CE?

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

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

LANDOWNER REMARKS

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

MONITOR REMARKS

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

REPORT 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: Thundercloud Ranch
County: Manatee

DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this ___day of _____202_, by THUNDERCLOUD RANCH, LLC, a Florida limited liability company, whose address is 1038 S. Frankland Rd, Tampa, FL 33629, ("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.

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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: Thundercloud Ranch, LLC, Alex Walter, 1038 S. Frankland Rd., Tampa, FL 33629

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

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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.

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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:

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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

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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

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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.

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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.

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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.

Witnesses:

Signature: _____

Printed Name:_____

Address: _____

_____

GRANTOR:
THUNDERCLOUD RANCH, LLC, a Florida limited liability company

_____
Alexander Walter, Manager

Signature: _____

Printed Name:_____

Address: _____

_____

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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 Alexander Walter, as Manager on behalf of Thundercloud Ranch, LLC, a Florida limited liability company, 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: _____

By: FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Printed Name: _____

Address: _____

_____

By: _____

_____

DIRECTOR, DIVISION OF ADMINISTRATION

Signature: _____

Printed Name: _____

Address: _____

_____

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STATE OF FLORIDA
COUNTY OF LEON

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

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

NOTARY PUBLIC

_____
Signed

My Commission Expires:

_____
Printed

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

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SCHEDULE OF EXHIBITS

A. Legal Description of Property Subject to Easement

B. Significant Natural Areas Map

C. Easement Monitoring Form

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Exhibit "A"

Parcel 1

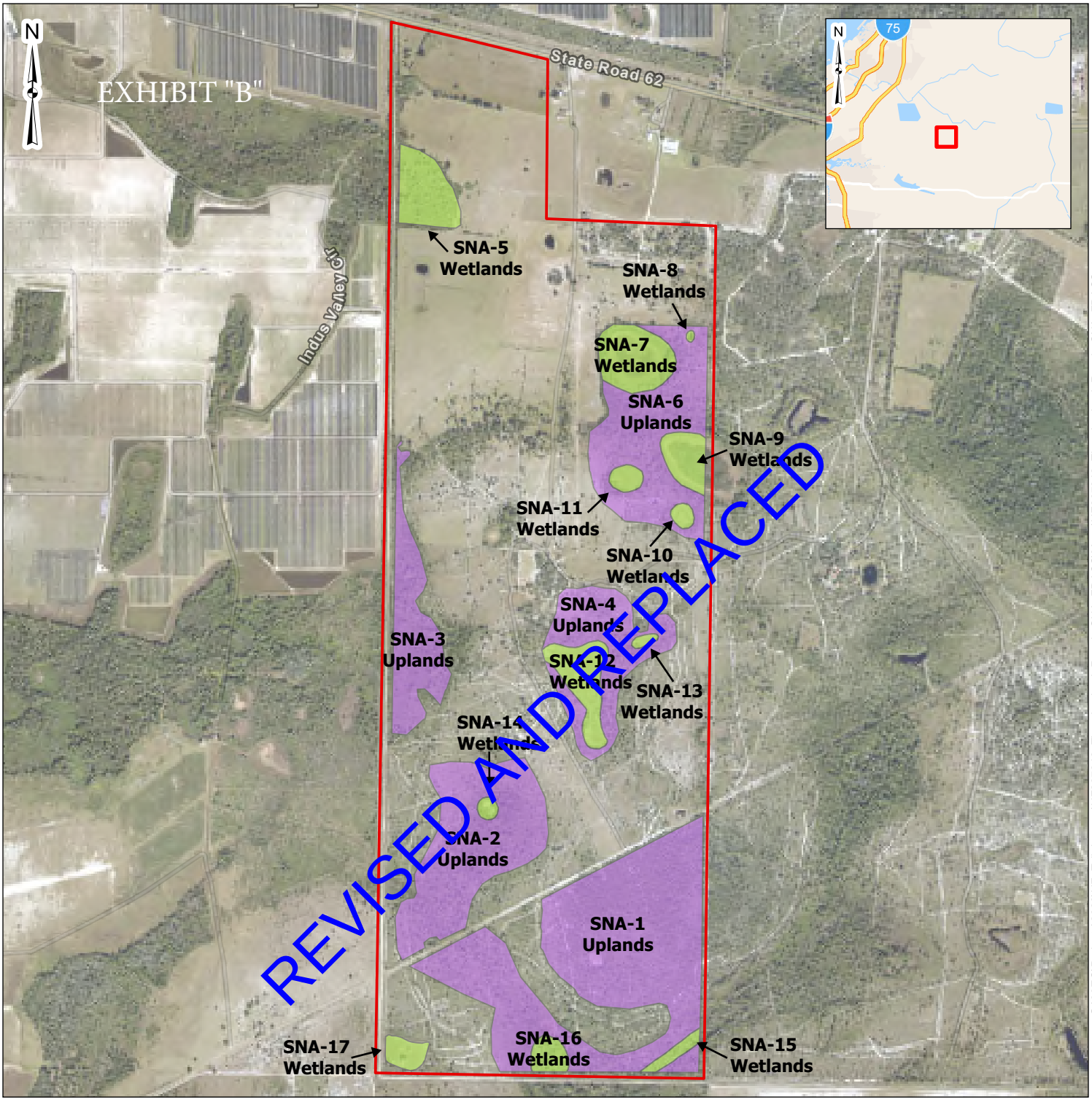
Beginning at the southwest corner of Section 31, Township 33 South, Range 21 East, Manatee County, Florida; thence run N 00°55'55" E, along the west line of said Section 31, a distance of 5351.22 feet; thence run N 00°55'55" E along the west line of Section 30, Township 33 South, Range 21 East, a distance of 5351.22 feet; thence run N 00°32'55" E along the west line Section 19, Township 33 South, Range 21 East, a distance of 2055.97 feet to the southerly maintained right of way line of State Road 62; thence southeasterly along said southerly maintained right of way line, the following four (4) courses; (1) thence S 76°55'22" E, a distance of 899.85 feet; (2) thence S 76°13'40" E, a distance of 1272.42 feet; (3) thence S 76°13'34" E, a distance of 1307.81 feet; (4) thence S 76°05'59" E, a distance of 594.98 feet to the end of said maintained right of way line; thence S 00°48'11" W, a distance of 11,866.26 feet; thence N 89°00'30" W, along the south line of aforementioned Section 31, a distance of 3987.81 feet to the Point of Beginning.

Lying and being in Sections 19, 30 and 31, Township 33 South, Range 21 East, Manatee County, Florida.

LESS AND EXCEPT

Commence at the southwest corner of said Section 19; thence N 00°32'28" E along the west line of said Section 19 a distance of 2056.11 feet to the southerly maintained right of way line of State Road 62 as described in the deed recorded in Instrument #201941072080 of the public records of Manatee County, Florida; thence along said right of way for the following five courses; (1) S 76°55'08" E a distance of 899.87 feet; (2) S 76°13'33" E a distance of 1037.18 feet to the Point of Beginning; (3) continue S 76°13'33" E a distance of 235.13 feet; (4) S 76°13'47" E a distance of 1308.00 feet; (5) S 76°06'08" E a distance of 594.93 feet to a point on the east line of the boundary of Parcel 1 as described in said deed recorded in Instrument 201941072080; thence S 00°48'10" W along said east line a distance of 1526.57 feet; thence N 87°15'12" W a distance of 2027.69 feet; thence N 00°52'23" W a distance of 1939.69 feet to the Point of Beginning.

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Thundercloud Ranch Boundary (1042.26 ac.±)

Observed Significant Natural Areas (344.54 ac.±, 33.0% of site)

SNA Uplands (282.11 ac.±, 27.1% of site)
- SNA-1 Uplands: 120.81 ac.±, 11.7% of site
- SNA-2 Uplands: 55.78 ac.±, 5.4% of site
- SNA-3 Uplands: 27.27 ac.±, 2.6% of site
- SNA-4 Uplands: 30.71 ac.±, 2.9% of site
- SNA-6 Uplands: 47.55 ac.±, 4.5% of site

SNA Wetlands (62.43 ac.±, 5.9% of site)
- SNA-5 Wetlands: 13.06 ac.±, 1.2% of site
- SNA-7 Wetlands: 14.18 ac.±, 1.4% of site
- SNA-8 Wetlands: 0.25 ac.±, <0.1% of site
- SNA-9 Wetlands: 7.23 ac.±, 0.7% of site
- SNA-10 Wetlands: 1.51 ac.±, 0.1% of site
- SNA-11 Wetlands: 2.43 ac.±, 0.2% of site
- SNA-12 Wetlands: 11.55 ac.±, 1.1% of site
- SNA-13 Wetlands: 0.83 ac.±, 0.1% of site
- SNA-14 Wetlands: 1.25 ac.±, 0.1% of site
- SNA-15 Wetlands: 2.42 ac.±, 0.2% of site
- SNA-16 Wetlands: 3.88 ac.±, 0.4% of site
- SNA-17 Wetlands: 3.84 ac.±, 0.4% of site

Feet
0 850 1,700 3,400

DATA SOURCES:
Terracon - Significant Natural Area identification; Esri - World Imagery (04/2024) & World Navigation Map

Project No.:	HF267042
Date:	Mar 2026
Drawn By:	JMA
Reviewed By:	FP

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

Observed Significant Natural Areas

Thundercloud Ranch
Florida Department of Agriculture and Consumer Services
Manatee County, Florida

Exhibit

1

G:\00EQ\Projects\2026\HF Tallahassee\HF267042 Thundercloud Ranch SNA FDACS\Maps\HF267042 Thundercloud Ranch SNA FDACS.aprx

EXHIBIT C

Florida Department of Agriculture and Consumer Services

WILTON SIMPSON
COMMISSIONER

RURAL AND FAMILY LANDS PROTECTION PROGRAM
EASEMENT MONITORING FORM

Sections 570.70 and 570.71, F.S.; Rule 5I7.014, 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

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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?

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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?

REVISED AND REPLACED

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 stoked? If so, list the species: Is there any other visitation, recreation, or other public use occurring on the property? If so, what kind?
U.	Are there any changes in land use on nearby properties that the grantor of monitor anticipates will impact the subject property? If so, what type?
V.	Describe any new management or agricultural activities planned for next 12-18 months: 1. 2. Is the activity(s) consistent with the terms and conditions of the CE?

REVISED AND REPLACED

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?

REVISED AND REPLACED

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			

REVISED AND REPLACED

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

REVISED AND REPLACED

RESOLUTION B-26-113
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 $1,500,000 from reserves in the Environmental Lands operating fund to the Environmental Lands Capital Project fund for the Thundercloud 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: MC081826B Reference: BU26000614

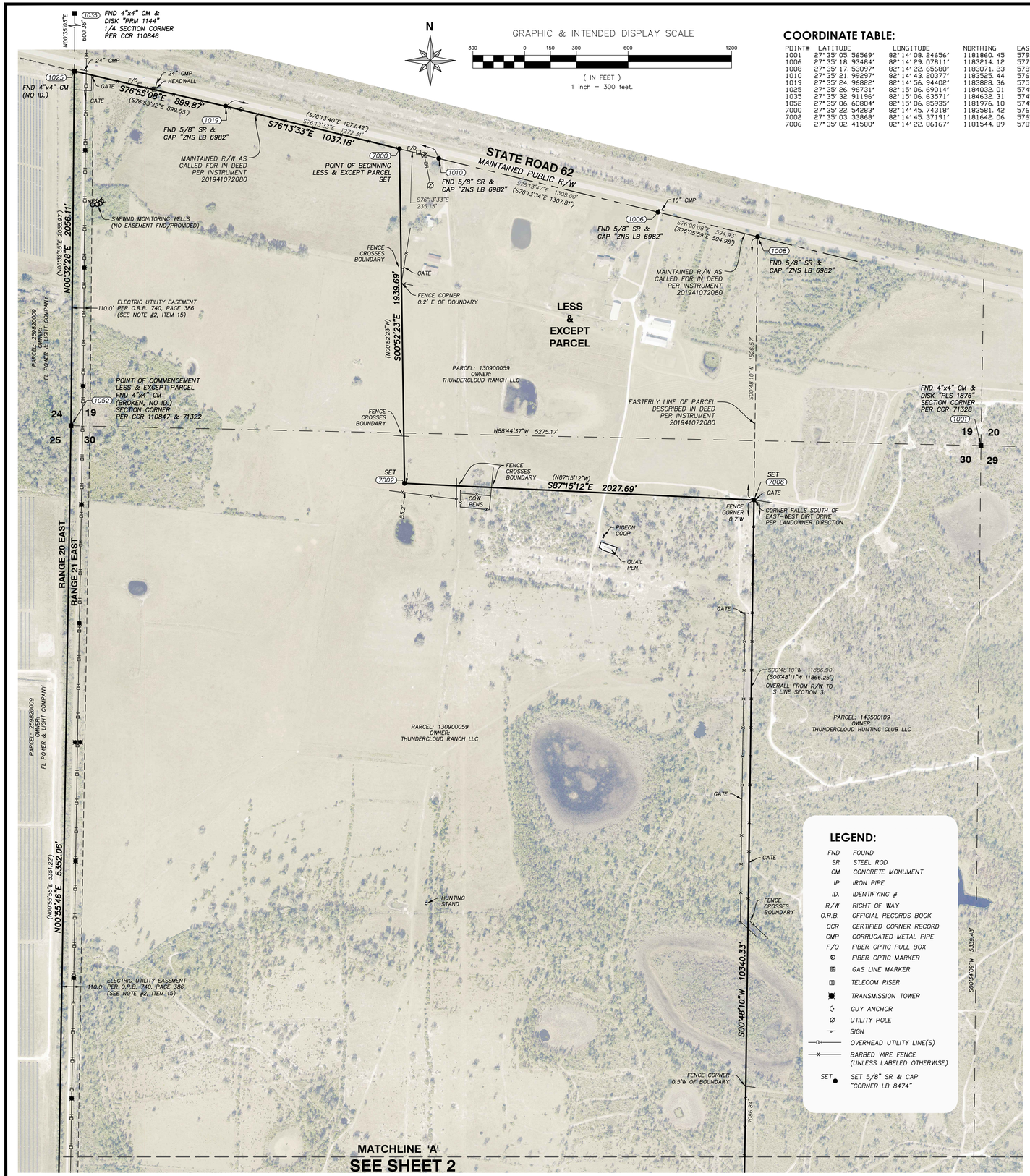
ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS _____ DAY OF _____, 2026.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By:_____
Chairman

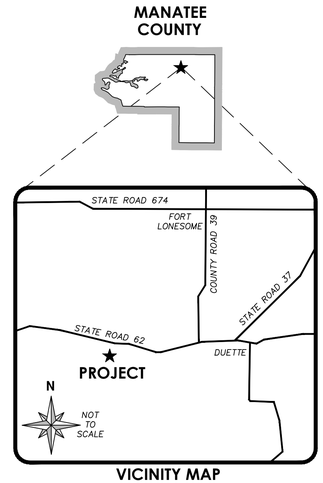
ATTEST: Angelina Colonneso
Clerk of Circuit Court

By:_____
Deputy Clerk



COORDINATE TABLE:

POINT#	LATITUDE	LONGITUDE	NORTHING	EASTING
1001	27° 35' 05. 56569"	82° 14' 08. 24656"	1181860. 45	579843. 66
1006	27° 35' 18. 93484"	82° 14' 29. 07811"	1183214. 12	577971. 92
1008	27° 35' 17. 53097"	82° 14' 22. 65680"	1183071. 23	578549. 40
1010	27° 35' 21. 99297"	82° 14' 43. 20377"	1183525. 44	576701. 58
1019	27° 35' 24. 96822"	82° 14' 56. 94402"	1183828. 36	575465. 92
1025	27° 35' 26. 96731"	82° 15' 06. 69014"	1184032. 01	574589. 44
1035	27° 35' 32. 91196"	82° 15' 06. 63571"	1184632. 31	574595. 56
1052	27° 35' 06. 60804"	82° 15' 06. 85935"	1181976. 10	574570. 03
7000	27° 35' 22. 54283"	82° 14' 45. 74318"	1183581. 42	576473. 21
7002	27° 35' 03. 33868"	82° 14' 45. 37191"	1181642. 06	576502. 76
7006	27° 35' 02. 41580"	82° 14' 22. 86167"	1181544. 89	578528. 01



VICINITY MAP

LEGEND:

FND	FOUND
SR	STEEL ROD
CM	CONCRETE MONUMENT
IP	IRON PIPE
ID.	IDENTIFYING #
R/W	RIGHT OF WAY
O.R.B.	OFFICIAL RECORDS BOOK
CCR	CERTIFIED CORNER RECORD
CMP	CORRUGATED METAL PIPE
F/O	FIBER OPTIC PULL BOX
	FIBER OPTIC MARKER
	GAS LINE MARKER
	TELECOM RISER
	TRANSMISSION TOWER
	GUY ANCHOR
	UTILITY POLE
	SIGN
DH	OVERHEAD UTILITY LINE(S)
x	BARBED WIRE FENCE (UNLESS LABELED OTHERWISE)
SET ●	SET 5/8" SR & CAP "CORNER LB 8474"

PROPERTY AS SURVEYED CONTAINS 1042.37 ACRES

LEGAL DESCRIPTION:

Parcel 1

Beginning at the southwest corner of Section 31, Township 33 South, Range 21 East, Manatee County, Florida; thence run N 00°55'55" E, along the west line of said Section 31, a distance of 5351.22 feet; thence run N 00°55'55" E along the west line of Section 30, Township 33 South, Range 21 East, a distance of 5351.22 feet; thence run N 00°32'55" E along the west line Section 19, Township 33 South, Range 21 East, a distance of 2055.97 feet to the southerly maintained right of way line of State Road 62; thence southeasterly along said southerly maintained right of way line, the following four (4) courses; (1) thence S 76°55'22" E, a distance of 899.85 feet; (2) thence S 76°13'40" E, a distance of 1272.42 feet; (3) thence S 76°13'34" E, a distance of 1307.81 feet; (4) thence S 76°05'59" E, a distance of 594.98 feet to the end of said maintained right of way line; thence S 00°48'11" W, a distance of 11,866.26 feet; thence N 89°00'30" W, along the south line of aforementioned Section 31, a distance of 3987.81 feet to the Point of Beginning.

Lying and being in Sections 19, 30 and 31, Township 33 South, Range 21 East, Manatee County, Florida.

LESS AND EXCEPT

Commence at the southwest corner of said Section 19; thence N 00°32'28" E along the west line of said Section 19 a distance of 2056.11 feet to the southerly maintained right of way line of State Road 62 as described in the deed recorded in Instrument #201941072080 of the public records of Manatee County, Florida; thence along said right of way for the following five courses; (1) S 76°55'08" E a distance of 899.87 feet; (2) S 76°13'33" E a distance of 1037.18 feet to the Point of Beginning; (3) continue S 76°13'33" E a distance of 235.13 feet; (4) S 76°13'47" E a distance of 1308.00 feet; (5) S 76°06'08" E a distance of 594.93 feet to a point on the east line of the boundary of Parcel 1 as described in said deed recorded in Instrument 201941072080; thence S 00°48'10" W along said east line a distance of 1526.57 feet; thence N 87°15'12" W a distance of 2027.69 feet; thence N 00°52'23" W a distance of 1939.69 feet to the Point of Beginning.

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 00°56'05" E along the west line of Section 31 as shown hereon is held as reference.

The distances shown hereon have been scaled to ground distances. The distances can be multiplied by an average scale factor of 0.999947329 to compute grid distances on the State Plane Grid if needed.

2.) The Old Republic National Title Insurance Company Title Commitment Number 17161394A, having a Commitment Date of April 29, 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;

*Item 5) Reservation by the United States of America of phosphate as contained under Patent dated August 20, 1926, and recorded June 6, 1927, in Deed Book 123, Page 114, Public Records of Manatee County, Florida. The right of entry for mining and exploration in said reservations has been released by Section 270.11 F.S. *The document describes a transfer of land that reserved phosphate rights within the lands. The lands described in the document fall outside of the surveyed parcel. The surveyed parcel is not encumbered.*

*Item 6) Reservation by the United States of America of phosphate and the right to prospect for mine, and remove deposits under Patent dated July 29, 1930, and recorded August 25, 1930, in Deed Book 135. Page 159, Public Records of Manatee County, Florida. The right of entry for mining and exploration in said reservations has been released by Section 270.11 F.S. *The document describes a transfer of land that reserved phosphate rights within the lands. The lands described in the document are in Sections 20 & 21 and fall outside of the surveyed parcel. The surveyed parcel is not encumbered.*

Item 7) Intentionally Deleted

*Item 8) Oil, gas, mineral, or other reservations as set forth in deed by Ed F. Hayes and William E. Hayes recorded in Deed Book 191, Page 283, Public Records of Manatee County, Florida, without right of entry. No determination has been made as to the current record owner for the interest excepted herein. *The reservation described in the document falls over lands in Section 20 and 21 and does not include lands within the surveyed parcel. The surveyed parcel is not encumbered.*

*Item 9) Oil, gas, mineral, or other reservations as set forth in deed by E.H. Simmons and Mabel Agnes Simmons recorded in Deed Book 274, Page 23, Public Records of Manatee County, Florida, without right of entry. No determination has been made as to the current record owner for the interest excepted herein. *The document describes a transfer of land that reserves oil, gas and mineral rights in favor of the grantor. The lands described in the document fall to the east of the surveyed parcel. The surveyed parcel is not encumbered.*

*Item 10) Oil, gas, mineral, or other reservations as set forth in deed by W.L. Cone and Mildred R. Cone recorded in Deed Book 356, Page 275, Public Records of Manatee County, Florida, without right of entry. No determination has been made as to the current record owner for the interest excepted herein. *The document describes a transfer of land and reserves fractional oil, gas and mineral rights over the transferred land. The land described in the document falls to the east of the surveyed property. The surveyed property is not encumbered.*

*Item 11) Easement granted to Houston Texas Gas and Oil Corporation, a Delaware corporation, its successors and assigns and recorded in Deed Book 392, Page 289, and modified by Modification of Easement Grant and Quitclaim Deed recorded in O.R.B. 23. Page 229, and further modified by the Modification and Amendment of Easement Grant filed by Florida Gas Transmission Company, a Delaware corporation and recorded in O.R.B. 1575. Page 5782, affected by the Encroachment Agreement recorded in Instrument Number 2025-155 Public Records of Manatee County, Florida. *The document per Deed Book 392, page 289 concerns a gas easement. The lands subject to the easement fall to the east of the surveyed parcel. The document per O.R.B. 23, page 229 modifies the prior easement document and provides a specific description of the easement area. The described area falls to the east of the surveyed parcel. The surveyed parcel is not encumbered. The document per O.R.B. 1575, page 5782 describes an easement lying within the surveyed parcel. The easement is described as being 50 feet wide and being "15 feet northerly and 35 feet southerly of the existing 8-inch pipeline". The location of the specific underground line is not known but pairs of above ground gas markers were located as shown. A 50 foot wide corridor centered on a best fit line between markers is shown and labeled hereon. The corridor does fit well with a 15' offset north and 30' offset south of the more northerly gas line markers but, again, the true underground pipe position and size is not known. The document per Instrument #202541000155 is an agreement between Florida Gas and Florida Power concerning the Florida Power Easement, referenced in Item 15 of this note, crossing the Florida Gas Easement. The easements cross at a point along the westerly boundary of the surveyed property as shown and labeled.*

*Item 12) Ingress and egress easements contained in that certain Special Warranty Deed recorded in O.R.B. 2393, Page 5069, Public Records of Manatee County, Florida, which contain provisions creating terms and conditions.*The Ingress-Egress Easements described in the document fall to the east of the surveyed parcel. The surveyed parcel is not encumbered.*

*Item 13) Special Permit No. SP-20-01 pertaining to the use of a Recreational Course recorded October 26, 2020, in Instrument Number 2020-115976, Public Records of Manatee County, Florida, which contain provisions creating terms, conditions and use restrictions. *The document describes terms of a recreational use area. The lands described in the document fall to the east and outside of the surveyed parcel. The surveyed parcel is not affected.*

*Item 14) Right-of-Way Easement to Peace River Electric Cooperative, Inc., recorded in Instrument Number 2021-163033, and amendment recorded in 2021-163060, Public Records of Manatee County, Florida. *The first document calls for a 30' wide right of way easement for electric utilities but does not fill in the Section Township or Range blanks in the description. The second document calls for a 30' wide right of way for electric utilities that encumbers lands in Section 29, Township 33 South, Range 12 East. The surveyed property is not encumbered.*

*Item 15) Easement in favor of Florida Power and Light Company recorded in O.R. Book 740. Page 386, Public Records of Manatee County, Florida. *The document describes a 110' wide Electric Utility Easement that encumbers the surveyed property along the western boundary as shown and labeled.*

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 a portion of the property as directed by FDACS and the landowner. The portion of the legal description prepared by 30 South LLC is based on survey established bearings and distances along the 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 Manatee County Property Appraiser's records.

9.) The aerial imagery shown hereon is taken from the Florida Department of Transportation APLUS web site 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 area. There are interior fences, structures, trail roads and drainage features within the property that were not located as a part of this survey. Visible 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.) The surveyed property has frontage along the right of way of State Road 62, a public maintained right of way.

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

Thundercloud Ranch, LLC

ERIC M. PRESNELL CERTIFICATE NO. 5568 STATE OF FLORIDA Registered Surveyor & Mapper

8/18/26

SURVEY FIELD DATE

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

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

30 SOUTH SURVEYING

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

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

REVISION	DATE

REVISION	DATE

REVISION	DATE

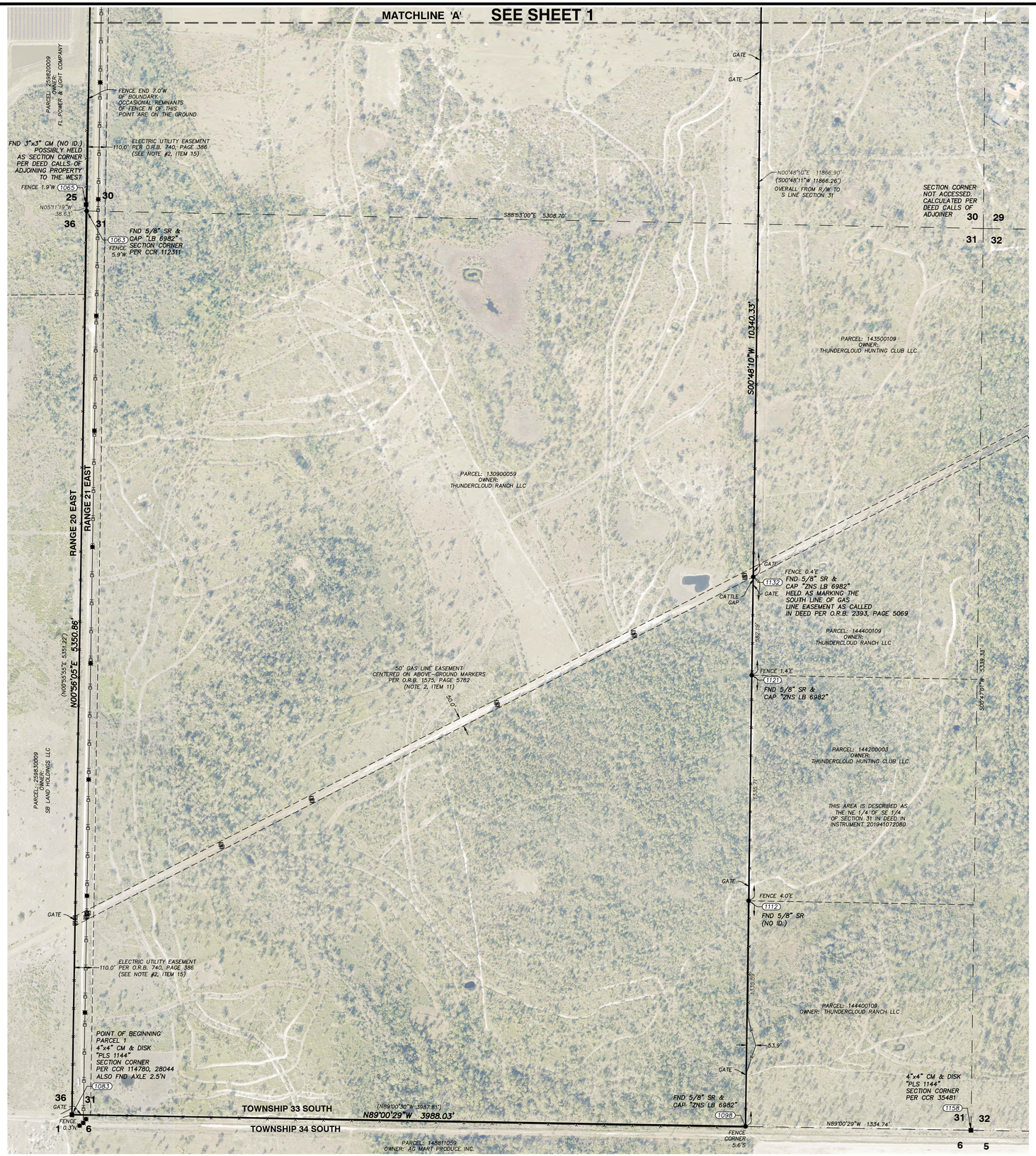
DWG. DATE: 8/27/26
IMAGERY DATE: 2024
DRAWN BY: EMP
CHECKED BY: EMP

COUNTY: MANATEE
SEC 19, 30, 31, TOWNSHIP 33 SOUTH, RANGE 21 EAST
OFF. NO.:
DWG. NAME: 679-Thundercloud

PROJECT TITLE:
BOUNDARY SURVEY
RURAL AND FAMILY LANDS PROTECTION PROGRAM
THUNDERCLOUD RANCH

SHEET NO. 1 OF 2

LD 1014



N

GRAPHIC & INTENDED DISPLAY SCALE

300 0 150 300 600 1200

(IN FEET)

1 inch = 300 feet.

COORDINATE TABLE:

POINT#	LATITUDE	LONGITUDE	NORTHING	EASTING
1063	27° 34' 13. 61667"	82° 15' 07. 70309"	1176625. 03	574483. 21
1065	27° 34' 13. 99755"	82° 15' 07. 74275"	1176663. 50	574479. 72
1083	27° 33' 20. 63715"	82° 15' 08. 55192"	1171275. 17	574395. 92
1098	27° 33' 20. 03157"	82° 14' 24. 24889"	1171206. 12	578383. 14
1112	27° 33' 33. 25614"	82° 14' 24. 06976"	1172541. 51	578401. 85
1121	27° 33' 46. 48160"	82° 14' 23. 89063"	1173877. 02	578420. 56
1132	27° 33' 52. 24609"	82° 14' 23. 81005"	1174439. 12	578428. 94
1158	27° 33' 19. 82842"	82° 14' 09. 42139"	1171183. 01	579717. 60

LEGEND:

FND	FOUND
SR	STEEL ROD
CM	CONCRETE MONUMENT
IP	IRON PIPE
ID.	IDENTIFYING #
R/W	RIGHT OF WAY
O.R.B.	OFFICIAL RECORDS BOOK
CCR	CERTIFIED CORNER RECORD
CMP	CORRUGATED METAL PIPE
F/O	FIBER OPTIC PULL BOX
	FIBER OPTIC MARKER
	GAS LINE MARKER
	TELECOM RISER
	TRANSMISSION TOWER
	GUY ANCHOR
	UTILITY POLE
	SIGN
—OH—	OVERHEAD UTILITY LINE(S)
—x—	BARBED WIRE FENCE (UNLESS LABELED OTHERWISE)
SET ●	SET 5/8" SR & CAP "CORNER LB 8474"

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

30 SOUTH SURVEYING

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

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

DATE	REVISION

DATE	REVISION

DWG. DATE:	8/27/26
IMAGERY DATE:	2024
DRAWN BY:	EMP
CHECKED BY:	EMP

COUNTY:	MANATEE
SEC 19, 30, 31, TOWNSHIP 33 SOUTH, RANGE 21 EAST	
OFF. NO.:	
DWG. NAME:	579-Thundercloud

PROJECT TITLE:

BOUNDARY SURVEY
RURAL AND FAMILY LANDS PROTECTION PROGRAM
THUDERCLOUD RANCH

SHEET NO. 2 OF 2

LD 1014

Rural and Family Lands
Protection Program
850-681-5887

315 S. Calhoun Street, Suite 500
Tallahassee, FL 32301-1843

Florida Department of Agriculture and Consumer Services
Commissioner Wilton Simpson

VIA EMAIL: Kyle Catlett
kyle.catlett@gmail.com

May 6, 2026

Thundercloud Ranch, LLC
10385 S. Frankland Rd.
Tampa, FL 33629

RE: Thundercloud Ranch - RFLPP Project, (approximately 1,042.37 acres) Manatee County, Florida

Dear Mr. Catlett and Mr. Walter:

In exchange for the agreed upon Rural and Family Lands Protection Program, Rural Lands Protection Easement for Thundercloud Ranch, Manatee County, we are prepared to make you an offer of $11,680,000 ($11,205/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 May 13, 2026.**

Please get in touch with us as soon as your client(s) has 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

THUNDERCLOUD RANCH, LLC

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 Program Coordinator Rural and Family Lands Protection Program Florida Department of Agriculture and Consumer Services
Client of Review:	Rural and Family Lands Protection Program Florida Department of Agriculture and Consumer Services
Intended User of Review:	Florida Department of Agricultural and Consumer Services, 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:	May 6, 2026

Project Information:

Richards Appraisal File Number	1486
Parcel Name	Thundercloud Ranch CE
Location	Manatee County, Florida
Effective Date of Appraisals	March 23, 2026

Summary of Review

Pursuant to your request, I have reviewed two individual appraisal reports on the Thundercloud Ranch Conservation Easement located in Manatee County, Florida. One appraisal report was prepared by Mr. Philip M. Holden, MAI of SF Holden, Inc. The other report was prepared by Mr. Riley K. Jones, MAI, SRA of Florida Real Estate Advisors, Inc. I have determined after review of the reports and some minor changes to each appraisal that they are acceptable as submitted.

The Holden report is dated May 6, 2026. The Jones report is dated May 5, 2026. Both appraisals have a valuation date of March 23, 2026. The value indications for the proposed conservation easement reflected by each appraiser were:

(1) Philip M. Holden, MAI	**$11,680,000**
(2) Riley K. Jones, MAI, SRA	**$ 9,900,000**

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

The appraisals are also in substantial conformance with the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016.

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

Both Mr. Holden and Mr. 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 appraisers utilized meaningful data, appropriate adjustment procedures and therefore, the resultant conclusions are well supported.

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

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

The valuation problem consists of estimating the impact on value of a proposed "Conservation Easement" which will encumber the subject property. The significance of the conservation easement is that it is proposed to assure that the property will be retained forever in its natural, scenic, wooded condition to provide a relatively natural habitat for fish, wildlife, plants or similar ecosystems and to preserve portions of the property as productive farmland and forest land that sustains for the long term both the economic and conservation values of the property and its environs, through management.

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

Statement of Ownership and Property History

The subject is currently titled as:

Thundercloud Ranch, LLC
1038 S. Frankland Road
Tampa, FL 33629

The property has been titled under the Thundercloud Ranch, LLC for over 5 years. The land has been in the family for generations. To the best of our knowledge, the subject is not currently listed for sale and there are no pending contracts.

Property Description

This appraisal assignment encompasses a parcel containing 1,042.37-acres known as the Thundercloud Ranch. It has a physical address of 28821 State Road 62, Parrish, Florida 34219. This is in a somewhat rural part of eastern Manatee County, Florida. The subject is located along the south side of SR 62 also known as Wauchula Road approximately 11 miles east of Parish and approximately 8 miles west of Duette in unincorporated Manatee County. Wauchula Road is a two-laned asphalt paved publicly maintained roadway adjacent to the subject.

The appraisal problem encompasses estimating the impact on value of a proposed conservation easement on the subject property. According to mapping provided by the client, the subject contains approximately 975.83 acres of uplands (94%) and approximately 66.54 acres of wetlands (6%). Otherwise, the ranch contains mostly native woods with minimal improved pasture
.
The surrounding area is typically comprised of predominantly larger recreational and farming tracts and large government land holdings. Residential development is rural and very limited in the immediate area and typically only in support of larger agricultural holdings.

The subject parcel has a generally level topography as is common in this area of Manatee County Florida with elevations ranging from about 115 to 125 feet above sea level.

Oil, Gas and Mineral rights appear to be outstanding according to the title work; however, they were recorded over 30 years ago, and the right of entry appears to be barred by MRTA.

The subject property is found on Manatee County FEMA Flood Maps 12081C0209F; 12081C0230F; 12081C0217F – Dated, August 10, 2021 & 12081C0240E – Dated, March 17, 2014. According to these maps the subject is located in Flood Zone A, AE, & X.

The subject ranch is improved with typical ranching improvements such as fencing, cross-fencing, gates, quail pen, kennel, cow pen, and shooting tower. These

improvements are considered typical ranch type ancillary improvements and do not contribute value over and above the land value.

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

The subject has a zoning designation of AU/Agriculture and has a Agriculture Future Land Use by the Manatee County Planning and Zoning Department. This allows agricultural uses and limits development to 1 dwelling unit per 5 acres.

Highest and Best Use

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

Before

Mr. Holden concluded that the Highest and Best Use for the subject would be for continued recreational use of the property as a private hunting preserve, along with low-intensity agricultural use (cattle grazing) and large tract rural residential.

Mr. Jones concluded that the Highest and Best Use for the subject would be for continued agriculture and recreation with a limited potential for future residential development.

After

Mr. Holden concluded that the Highest and Best Use for the subject, as encumbered, would be for Continued recreational use as a private hunting club along with agricultural and personal uses of the property, with residential use or parcel split/subdivision prohibited. The subject has the ability to convert areas into more intense agricultural uses outside of lands designated as an SNA, consisting of 344.54 gross acres of native uplands and wetland areas scattered throughout the property.

Mr. Jones concluded that the Highest and Best Use for the subject would be limited to continued agricultural and recreational uses subject to the terms of the conservation easement. No subdivisions or residential entitlements are permitted by the Deed of Rural Lands Protection Easement.

Both appraisers recognize the somewhat 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 loss of rights to subdivide the property.

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

Reviewer Comments

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

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

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

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

The appraisers demonstrated a very thorough analysis of the comparable data and adapted a very straightforward and reasonable valuation process. Both Mr. Holden and Mr. 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 Appraisers' Sales

Holden Appraisal

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Manatee	Hillsborough	Polk	Okeechobee	Polk
Sale Date	N/A	Feb 2023	Sep 2024	Jul, Aug 2025	Nov 2024
Price/Ac	N/A	$17,875	$17,185	$12,463	$12,025
Size/Ac	1,042.37	1,958	1,204.55	2,278	4,158
Upland %	94%	83%	72%	89%	65%
Overall Rating	N/A	Superior	Superior	Inferior	Inferior

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

The sales analyzed for the subject parcel have sale dates ranging from February 2023 to August 2025. The comparables selected are all agricultural properties with similar highest and best use characteristics. The comparable sales selected and analyzed by Mr. Holden are considered to be good indicators of value for the subject. These sales reflect a range from $12,025 to $17,875 per acre.

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

In his final analysis Mr. Holden recognizes a more refined range demonstrated by inferior rated sale 3 at $12,463 per acre to superior rated sale 2 at $17,185 per acre. Mr. Holden concludes at $16,000 per acre. This equates to a final indication of $16,000 per acre times 1,042.37 acres; or $16,677,920 which is rounded to $16,680,000.

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

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Manatee	Okeechobee	Okeechobee	Manatee	Polk
Sale Date	N/A	Oct 2025	Sep 2025	Oct 2023	Nov 2024
Price/Ac	N/A	$5,451	$5,013	$3,828	$3,497
Size/Ac	1,042.37	1,471.24	758.05	1,044.88	1,112.73
Upland%	94%	89%	75%	68%	82%
Overall Rating	N/A	Superior	Superior	Inferior	Very Inferior

Mr. Holden 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 comparables are located in Manatee, Polk, and Okeechobee Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from October 2023 to October 2025. The sales selected are all agricultural properties with similar highest and best use characteristics and encumbered by perpetual conservation easements. The comparable sales selected and analyzed by Mr. Holden are considered to be good indicators of value for the subject. These sales reflect a range from $3,497 to $5,451 per acre.

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

In his final analysis Mr. Holden recognizes a more refined range demonstrated by inferior rated sale 3 at $3,828 per acre and superior rated sale 2 at $5,013 per acre. Mr. Holden concludes at a value of $4,800 per acre. This equates to a final indication of $4,800 per acre times 1,042.37 acres; or $5,003,376 which is rounded to $5,000,000.

Mr. Holden's 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 follows:

Total Value Before	$16,680,000
Total Value After	$ 5,000,000
Impact of Easement	$11,680,000

Jones Appraisal

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	Sale 4	Sale 5
County	Manatee	Manatee	Hillsborough	Polk	Polk	Okeechobee
Sale Date	N/A	Nov-23	Feb-23	Sep-24	Feb-26	Jul, Aug 2025
Price/Ac	N/A	$12,500	$17,875	$17,185	$11,790	$12,463
Size/Ac	1,042.37	1,198	1,958	1,204.55	1,017.78	2,278
Upland %	94%	92%	83%	72%	82%	89%
Overall Rating	N/A	Inferior	Superior	Superior	Inferior	Inferior

Mr. Jones analyzed the five 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 Okeechobee, Hillsborough, Polk, and Manatee Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from February 2023 to February 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 to be good indicators of value for the subject. These sales reflect a range from $11,790 to $17,875 per acre.

Mr. Jones has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as property rights conveyed, financing, conditions of sale, market conditions, location/access, size, wetlands, utilities, zoning/land use and 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 estimates the market value of the subject between the adjusted sale price from inferior rated sale 1 at $12,500 per acre and superior rated sale 3 at $17,185 per acre. As such, a conclusion is reached at $15,000 per gross acre. This equates to a final indication of 1,042.37 acres times $15,000 per gross acre; or $15,635,550 which is rounded to $15,650,000.

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	Sep 2025	Jan 2026	May 2023	Oct 2025
Price/Ac	N/A	$5,013	$7,440	$5,451	$5,451
Size/Ac	1,042.37	758.05	497.31	827.11	1,471.24
Upland %	94%	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, Manatee, and Polk 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 considered to be 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 property rights conveyed, financing, conditions of sale, market conditions, location, size, wetlands, improvements and impact of easement restrictions. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. Jones estimates the value of the subject to be just below the average which was $5,838 per acre and places most consideration in sales 3 and 4 which both sold for $5,451 per acre. He concludes at a final value of $5,500 per acre. This equates to a final indication of 1,042.37 acres times $5,500 per acre; or $5,733,035 which is rounded to $5,750,000

Mr. Jones 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 follows:

Total Value Before	$15,650,000
Total Value After	$ 5,750,000
Impact of Easement	$ 9,900,000

Conclusions

Overall, the reviewer found both reports to be well supported and reasonable leading the reader to similar conclusions. The reports reflected a reasonable range of conclusions to value offering a variance of only 17.98% The appraisers both arrived at similar conclusions regarding the highest and best use of the subject. As such, both reports are considered acceptable and approvable as amended.

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

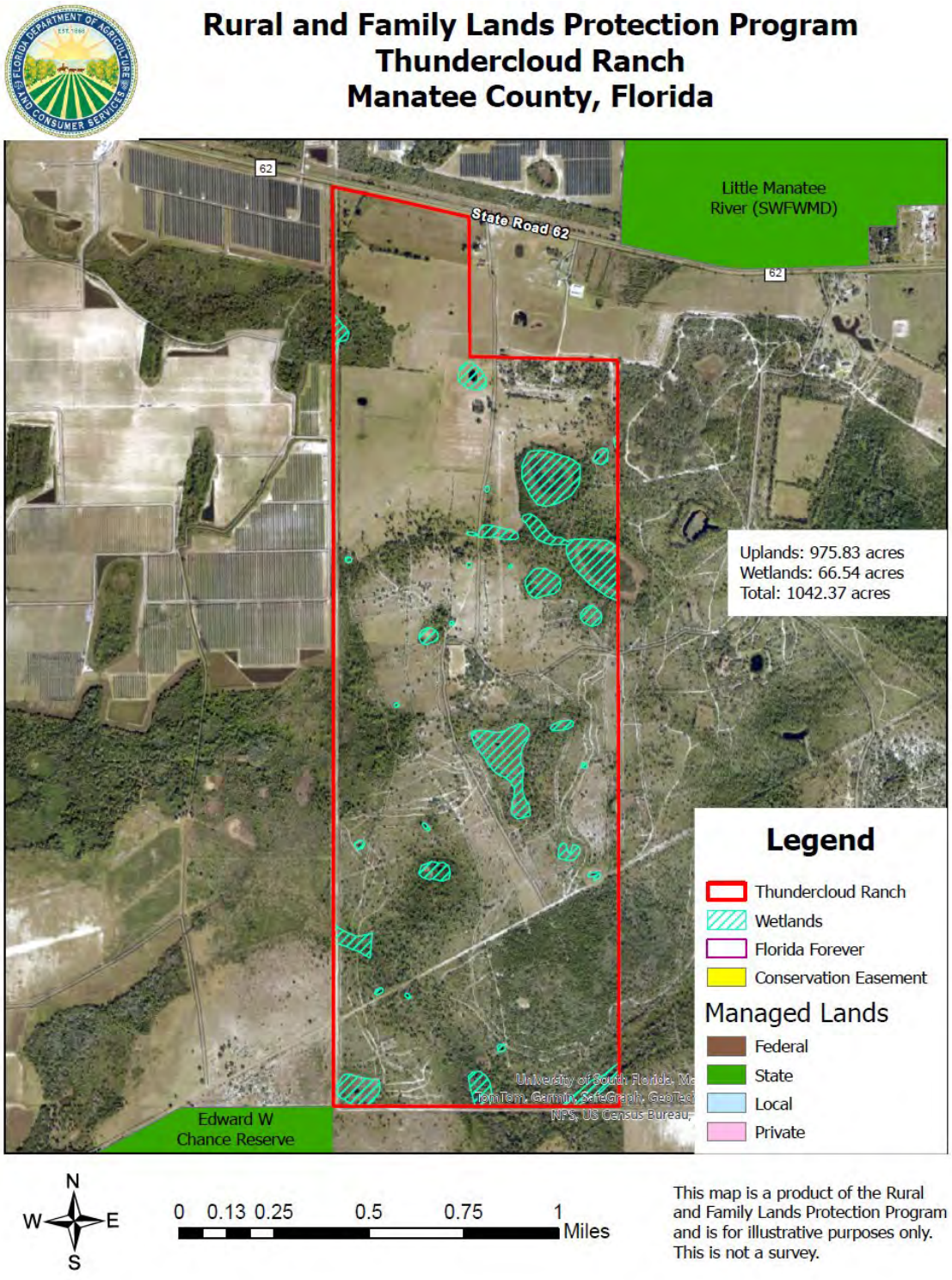
The reviewer has completed a **field review** of the above referenced appraisals. The Purpose of the Review is to form an opinion as to the completeness and appropriateness of the methodology and techniques utilized to form an opinion as to the value of the subject property.

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

Acceptance of Appraisals

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

Aerial Map


Rural and Family Lands Protection Program
Thundercloud Ranch
Manatee County, Florida
62
State Road 62
Little Manatee
River (SWFWMD)
62
Uplands: 975.83 acres
Wetlands: 66.54 acres
Total: 1042.37 acres
Legend
Thundercloud Ranch
Wetlands
Florida Forever
Conservation Easement
Managed Lands
Federal
State
Local
Private
Edward W
Chance Reserve
N
W
E
S
0 0.13 0.25 0.5 0.75 1
Miles
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
ASFMRA

American Society of Appraisers
ASA
The International Society of Professional Valuers

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, ASFMRA

John D. Willey, FASA, President, ASA

Land Trust Alliance
Together, conserving the places you love

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

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

Certification

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

1. The facts and data reported by the review appraiser and used in the review process are true and correct.

2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions and conclusions.

3. I have no present or prospective interest in the property that is the subject of this review and I have no personal interest or bias with respect to the parties involved.

4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of this review report.

5. My analyses, opinion, and conclusions are developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

6. My analyses, opinion, and conclusions are developed and this review report was prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and with the Supplemental Standards for the Board of Trustees Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2016.

7. The appraisals reviewed are in substantial compliance with USPAP and SASBOT as well as Rule 18-1.006, Florida Administrative Code (FAC).

8. I did personally inspect the subject property.

9. No one provided significant professional assistance to the person signing this review report.

10. As of the date of this report, Thomas G. Richards, MAI has completed the requirements of the continuing education program for members of the Appraisal Institute.

11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

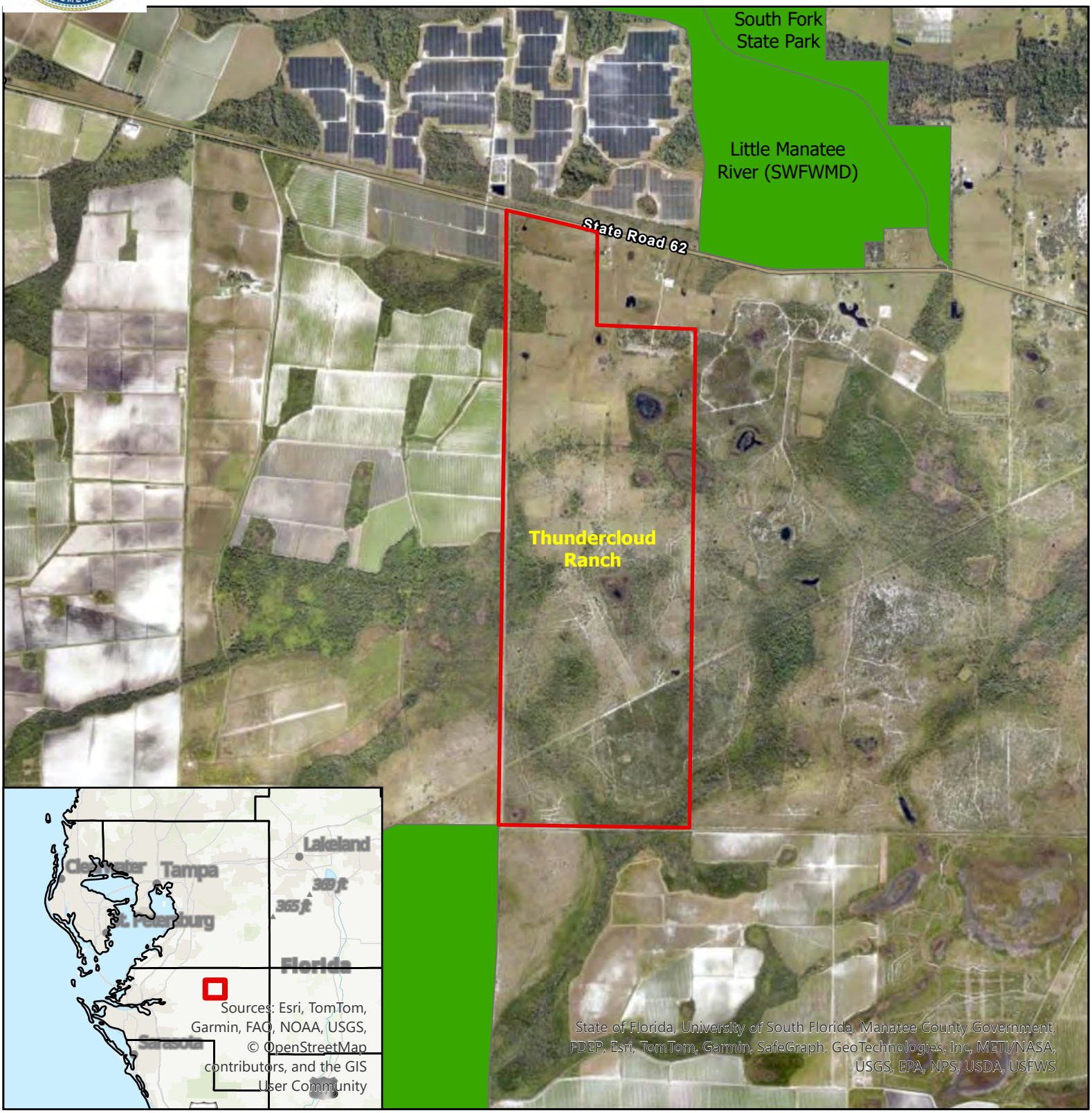
12. I have not appraised or performed any other services for any other party in regard to this property.



_____ May 6, 2026

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

Rural and Family Lands Protection Program
2025 Application Cycle
Thundercloud Ranch



0 0.25 0.5 1 1.5 2 Miles

Managed Lands

- Federal
- State
- Local
- Private

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

AN APPRAISAL OF AN AGRICULTURAL PARCEL CONTAINING 1,042.37 ACRES, MORE OR LESS

OWNED BY
THUNDERCLOUD RANCH, LLC
PROJECT: RURAL AND FAMILY LANDS PROTECTION PROGRAM

LOCATED AT
28821 SR 62
APPROXIMATELY 11 MILES EAST OF PARRISH, AND
8 MILES WEST OF DUETTE,
IN MANATEE COUNTY, FLORIDA

PREPARED FOR
RURAL AND FAMILY LANDS PROTECTION PROGRAM
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
315 SOUTH CALHOUN STREET, SUITE 500
TALLAHASSEE, FL 32301

AS OF
MARCH 23, 2026

APPRAISERS

PHILIP M. HOLDEN, MAI
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ1666

TIMOTHY S. HOLDEN
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ3683

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

JOB NO. 3666

S.F. HOLDEN, INC.

REAL ESTATE APPRAISERS AND CONSULTANTS
Licensed Real Estate Broker

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

May 6, 2026

Bret Hader, Land Acquisition Coordinator
Rural and Family Lands Protection Program
Florida Department of Agriculture and Consumer Services
315 South Calhoun Street, Suite 500
Tallahassee, Florida 32301

Re: An appraisal of 1,042.37 acres owned by Thundercloud Ranch, LLC
Located at 28821 SR 62, Parrish, Manatee County, FL
Project: Rural and Family Lands Protection Program

Dear Mr. Hader:

As requested, we have investigated and analyzed the referenced property for the purpose of estimating the impact on market value of a proposed conservation easement interest, subject to the encumbrances listed in the title policy provided, that would encumber the subject property as of March 23, 2026, the date of our onsite inspection. The property is described in the body of this report.

The intended use of this assignment is to assist our client and intended user, the Rural and Family Lands Protection Program, Florida Department of Agriculture and Consumer Services, with acquisition decisions regarding the potential conservation easement. We have utilized the Before and After valuation method, considering the subject at its highest and best use in the Before scenario, and as encumbered by a proposed conservation easement in the After scenario.

The scope of the Before analysis included inspecting the property, reviewing the title information, collecting and analyzing relative data and information about the subject and comparable properties, and applying the applicable approaches to value, which in both approaches is the sales comparison approach.

The scope of the After analysis included analyzing the reduced ownership interest, relative data, and relying on comparable property sales also encumbered with easements to estimate the After value. The difference between the Before and After approaches is the impact on the market value of the proposed conservation easement.

Based upon our investigation and subject to the assumptions and limiting conditions set forth herein, it is our opinion that the impact on market value of the proposed conservation easement on the subject property as of March 23, 2026, was:

RECONCILLIATION OF MARKET VALUES				Rounded
Market Value "Before"	1,042.37 Acres Fee Simple at	$16,000 Per Acre =	$16,677,920	$16,680,000
Market Value "After"	1,042.37 Acres Encumbered at	$4,800 Per Acre =	$5,003,376	$5,000,000
Proposed Conservation Easement Value				$11,680,000

The value opinions reported are qualified by certificates, certain definitions, underlying assumptions and other limiting conditions, which are set forth in the following report. We particularly call your attention to the following Extraordinary Assumption:

1. We have assumed that the terms and conditions in the “Draft Copy” of the proposed conservation easement are the same terms and conditions that will be implemented.

We have also utilized the following Hypothetical Condition:

1. As of the date of appraisal, the owner holds fee simple ownership subject to the encumbrances listed in the title work provided. The hypothetical condition is that, for the After scenario, the perpetual conservation easement has been implemented, when in fact it has not.

Note: The use of the preceding Extraordinary Assumption and Hypothetical Condition might have affected the assignment results. This statement is required under USPAP.

This appraisal contains a description of the property appraised and pertinent appraisal information as required under the

- Uniform Standards of Professional Appraisal Practice (USPAP) 2024 Edition, and
- *Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection,* dated March 2, 2016.

This letter of transmittal must remain attached to this report in order for the value opinions set forth to be considered valid.

Use of or reliance on this appraisal or appraisal report, regardless of whether such use or reliance is known or authorized by the appraiser, constitutes acknowledgement and acceptance of these general assumptions and limiting conditions, any extraordinary assumptions or hypothetical conditions, and any other terms and conditions stated in this report.

Thank you for the opportunity to be of service.

Respectfully submitted,
S. F. HOLDEN, INC.

Philip M. Holden, MAI
State-Certified General Real Estate Appraiser RZ1666



Timothy S. Holden
State-Certified General Real Estate Appraiser RZ3683

TABLE OF CONTENTS **PAGE NO.**

Letter of Transmittal
Table of Contents

INTRODUCTION
Executive Summary 7
Subject Photos 14
Certification 17
General Underlying Assumptions 19
Extraordinary Assumption 21
Hypothetical Condition 21
General Limiting Conditions 22

GENERAL INFORMATION
Purpose and Date 24
Client, Intended Use and User of the Appraisal 24
ID of Property Rights Appraised 24
Definitions 25
Appraisal Assignment 28
Scope of Work 29

PRESENTATION OF DATA
Manatee County 32
Property Description 34
Ownership History 34
Legal Description 35
Location, Access, and Frontage 36
Size and Shape 38
Utilities 38
Topography and Water Control 38
Soil Conditions 41
Wetlands 42
Flood Zone Information 43
Permits 43
Improvements 44
Easements, Encroachments, and Encumbrances 47
Zoning and Land Use Plan 51
Assessment and Taxes 52

ANALYSIS AND CONCLUSIONS
Highest and Best Use 53
The Appraisal Process 71
Land Value Analysis – Before Scenario 73
Land Value Analysis – After Scenario 86
Reconciliation 100

TABLE OF CONTENTS **PAGE NO.**

ADDENDA

Sale Write-Ups and Deeds
Deed of Easement – Draft
Qualifications
PMH and TSH Conservation Easement Certificates
DEP Appraisal Checklist

EXECUTIVE SUMMARY

Project Identification	RFLPP Project: Thundercloud Ranch
Parcel Identification	Thundercloud Ranch, LLC CE
County PCNs	Manatee County 130900059
Property Location	The subject of this appraisal contains 1,042.37 acres of the Thundercloud Ranch, LLC ownership located along the south side of State Road 62/Wauchula Road, approximately 11 miles east of Parrish, and 8 miles west of Duette, in Manatee County, Florida.
Property Description	The overall ownership, which includes Thundercloud Hunting Club, consists of 2,900± acres. It is a large agricultural tract that engages in cattle grazing and recreation (in conjunction with the abutting Thundercloud Hunting Club to the east). The property consists of a mix of shrub and brushland, pastureland, pine flatwoods, and upland hardwoods. Gilly Creek, a main tributary of the Manatee River, runs through the southern portion of the property, leading off-site southward. Tyre Creek runs in an east/west direction in the central portion of the property. A Florida Power and Light electric transmission line runs along the entire western boundary, and a gas transmission pipeline bisects the property in the southern portion of the property.
Legal Description	Abbreviated per deed in title commitment: A parcel of land located in Sections 19, 20 and 31, Township 33 South, Range 21 East, Manatee County, Florida.
Appraisers	S.F. HOLDEN, INC. 8259 North Military Trail, Suite 10 Palm Beach Gardens, FL 33410 Philip M. Holden, MAI State-Certified General Real Estate Appraiser RZ1666 Timothy S. Holden State-Certified General Real Estate Appraiser RZ3683

EXECUTIVE SUMMARY

Dates	Date of Value		March 23, 2026
	Dates of Inspection		
	by Philip M. Holden, MAI		March 28, 2026
	by Timothy S. Holden		March 23, 2026
	Date of Report		May 6, 2026
Interest Appraised			
Before	Fee simple subject to the items listed in the American Land Title Association Commitment issued by Old Republic National Title Insurance Company, Commitment Number 1716139 and dated January 27, 2026, with title exceptions detailed in the Easements, Encroachments, and Encumbrances section of this appraisal report.		
After	Fee simple, subject to the encumbrances outlined in the title policy in addition to the terms and conditions of the proposed conservation easement.		
Parcel Size	Upland Acreage	94%	975.83 acres
	Wetland Acreage	6%	66.54 acres
	Gross Acreage	100%	1,042.37 acres
Proposed Easement Size	Gross Acreage		1,042.37 Acres
Ownership History, Listings, Sale Contracts	The subject of this appraisal has been under the ownership of Thundercloud Ranch, LLC or by a family member for over 5 years. There are no leases on the subject. The property is not known to be listed for sale or under contract.		
Access	Legal and physical access to the subject is from 2-lane, paved State Road 62/Wauchula Road. Internal access is provided by internal unpaved all-weather ranch roads and dirt trails located throughout the subject.		
Future Land Use/Zoning	FLUP Designation: AG-R, Agriculture/Rural, allowing 1 residential unit per 5 acres, by Manatee County Zoning Designation: A, Agriculture by Manatee County		

EXECUTIVE SUMMARY

2025 Assessment/Taxes	Parcel ID 130900059	
	Acreage	1,045 acres
	Land Value	$2,693,962
	Improvements Value	$622,726
	Just/Market Value	$3,316,688
	Assessed/Taxable Value	$901,749
	2025 Taxes	$12,904.02
Utilities	Water	Private shallow wells
	Sewer	Private septic
	Electric	Local provider
	Telephone	Local provider

Flood Zone Information

According to FEMA Panels 12081C0209F, 12081C0230F, and 12081C021F, with an effective date of 8/10/2021, and Panel 12091C0240E, with an effective date of 3/17/2014, the subject lies within the following FEMA Flood Zones:

- Flood Zone A
- Flood Zone X

Oil, Gas, Mineral Rights

According to information in the title policy provided by our client, there are outstanding OGM rights referenced in the American Land Title Association Commitment issued by Old Republic National Title Insurance Company, Commitment Number 1716139 and dated January 27, 2026.

We were also provided a Memorandum regarding an Oil, Gas, and Minerals Assessment dated February 26, 2026, for this assignment, which stated, "*the potential for economically mineable material including sand, clay, construction fill dirt, and phosphate, on the parcel is considered low to medium; however, only a site-specific valuation will be able to reveal the true potential of the site's mineral resources"*.

Easements, Encroachments, Encumbrances

There are easements according to the American Land Title Association Commitment issued by Old Republic National Title Insurance Company, Commitment Number 1716139 and dated January 27, 2026. Please see details later in this report and their impact on value.

EXECUTIVE SUMMARY

Improvements	Site: Land improvements are minimal, including approximately 19% of the property in improved pasture. Additional improvements consist of perimeter fencing and interior roads and trails supporting the recreational uses. Building: No permanent building improvements, although there are dog kennels, quail and pigeon cages, along with an elevated wooden shooting platform.
Present Use	Agricultural (cattle grazing) and recreational uses
Highest and Best Use	<u>As Vacant</u>
Before	Continued recreational use as a private hunting club along with agricultural use, engaging in cattle grazing with potential for large tract rural residential use as well. <u>As Improved</u> Continued use of the existing land improvements for continued recreational use of the property as a private hunting preserve, along with low-intensity agricultural use (cattle grazing) and large tract rural residential.
After	Continued recreational use as a private hunting club along with agricultural and personal uses of the property, with residential use or parcel split/subdivision prohibited. The subject has the ability to convert areas into more intense agricultural uses outside of lands designated as an SNA, consisting of 344.54 gross acres of native uplands and wetland areas scattered throughout the property.
Opinion of Value	

RECONCILLIATION OF MARKET VALUES				Rounded
Market Value "Before"	1,042.37 Acres Fee Simple at	$16,000 Per Acre =	$16,677,920	$16,680,000
Market Value "After"	1,042.37 Acres Encumbered at	$4,800 Per Acre =	$5,003,376	$5,000,000
Proposed Conservation Easement Value				$11,680,000

EXECUTIVE SUMMARY

Extraordinary Assumptions	1. We have assumed that the terms and conditions in the "Draft Copy" of the proposed conservation easement are the same terms and conditions that will be implemented. Impact on Value: The use of the preceding Extraordinary Assumption might have affected the assignment results.	
Hypothetical Condition	1. As of the date of appraisal, the owner holds fee simple ownership subject to the encumbrances listed in the title work provided. The hypothetical condition is that, for the After scenario, the perpetual conservation easement has been implemented, when in fact it has not. Impact on value: The use of the preceding Hypothetical Condition might have affected the assignment results.	
Unit Values	Before After	$16,000 per Acre $4,800 per Acre
Sales Data	Before After	$12,025 to $17,875 per acre $3,497 to $5,451 per acre

SUBJECT PHOTOS (taken 3/23/2026 by TSH)

Upland pine habitat in the southern portion of the property.



Native palmetto prairie in the central portion of the property.



Native pasture and scrub habitat in the southern portion of the property.



SUBJECT PHOTOS

Native habitat in proximity to Gilley Creek in the southern portion of the property.



Typical native scene in the central portion of the property.



Facing north along the subject's western boundary in proximity to the FPL overhead electric transmission right-of-way.



SUBJECT PHOTOS

Open improved pasture in the northwestern portion of the property.



Typical native lands and trail in the western area of the subject.



Pasture scene in the northwestern portion of the property.



CERTIFICATION

We certify that, to the best of our 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 are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

- We 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.

- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

- Our 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.

- Philip M. Holden, MAI, and Timothy S. Holden made a personal inspection of the property which is the subject of this report: Philip Holden, MAI on March 28, 2026, and Timothy Holden on March 23, 2026.

- no one provided significant real property appraisal assistance to the persons signing this certification.

- We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.

- the use of the report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

CERTIFICATION

- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) 2024 Edition.

- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- the appraisal was made and the appraisal report prepared in conformity with the *Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection,* dated March 2, 2016.

- that we have not revealed the results of such appraisal to anyone other than our client and will not do so until authorized by same, or until required by due process-of-law, or until released from this obligation by having publicly testified as to such results.

- as of the date of this report, Philip M. Holden, MAI and Timothy S. Holden have completed the State of Florida continuing education program.

- as of the date of this report, Philip M. Holden, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.

- as of the date of this report, Timothy S. Holden has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

- Philip M. Holden, MAI and Timothy S. Holden have the knowledge and experience to competently complete this appraisal assignment.



Philip M. Holden, MAI
State-Certified General Real Estate Appraiser RZ1666



Timothy S. Holden
State-Certified General Real Estate Appraiser RZ3683

GENERAL UNDERLYING ASSUMPTIONS

1. The legal description used in this report is assumed to be correct.

2. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.

3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable as described in the title commitment provided by the client.

4. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.

5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report.

6. The property is appraised as though under responsible ownership and competent management.

7. It is assumed that there are no hidden or unapparent conditions involving the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for tests that may be required to discover such factors.

8. It is assumed that the property is in compliance with all applicable federal, state and local laws, ordinances, regulations, building standards, use restrictions and zoning unless the lack of compliance is stated in the appraisal report. Determining and reporting on such compliance were not part of the scope of work for this assignment.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.

10. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

11. It is assumed that the utilization of the land and existing or proposed improvements is within the boundaries of the property lines of the property described and there is no encroachment or trespass unless noted within the report.

GENERAL UNDERLYING ASSUMPTIONS

12. Unless otherwise stated in this report, the past or current existence of hazardous materials or environmental contamination on, below or near the subject property was not observed or known by the appraiser. The appraiser, however, is not qualified to detect such substances or to make determinations about their presence. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials or environmental contamination may affect the value of the property. Unless otherwise stated, the value estimated is predicated on the assumption that there is no such material on, below or affecting the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering assistance required to discover them. The intended user is urged to retain an expert in this field, if desired.

13. An inspection was made of any and all buildings involved in this appraisal report. The value in this report is based upon the subject property being free of termites, and any other type vermin, damage from water, mold or defective structural components, and any damage resulting from same. A licensed exterminator or building inspector should make an inspection to determine these matters, and in the event that such presence or damage is found, this report would be subject to review and change.

14. It is assumed that the planning, design and engineering of the subject as well as all existing and proposed drainage, irrigation or water control systems function adequately or as described in this report and are legally approved and permitted.

15. No detailed soil studies or information relating to geologic conditions covering the subject property were available to the appraisers. Therefore, it was assumed that existing soil conditions are capable of supporting development and standard construction of subject property to its assumed highest and best use without extraordinary foundation or soil remedial expense.

EXTRAORDINARY ASSUMPTION

Extraordinary assumption is defined as:

> An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis of which, if found to be false, could alter the appraiser's opinions or conclusions.
> Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.[1]

This appraisal is based on the following Extraordinary Assumption:

1. We have assumed that the terms and conditions in the "Draft Copy" of the proposed conservation easement are the same terms and conditions that will be implemented.

Note: The use of the preceding Extraordinary Assumption might have affected the assignment results.

HYPOTHETICAL CONDITION

Hypothetical Condition is defined as follows:

> A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.
> Comment: Hypothetical conditions are 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. [2]

This appraisal is based on the following Hypothetical Condition:

1. As of the date of appraisal, the owner holds fee simple ownership subject to the encumbrances listed in the title work provided. The hypothetical condition is that, for the After scenario, the perpetual conservation easement has been implemented, when in fact it has not.

Note: The use of the preceding Hypothetical Condition might have affected the assignment results.

1 USPAP 2024 Edition, ©The Appraisal Foundation.
2 USPAP 2024 Edition, ©The Appraisal Foundation.

GENERAL LIMITING CONDITIONS

1. With reference to the property, the appraiser will not be required to give testimony or to appear in court because of having made this appraisal, unless arrangements have been previously made.

2. Possession of this report, or a copy thereof, does not carry with it the right to publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the firm and, in any event, only with proper written qualifications and only in its entirety.

3. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The value for this property and/or allocations of values for land and improvements must not be used in conjunction with any other appraisal or property and are invalid, if so used.

4. Real estate investments have an inherent element of risk which varies with property classification and other factors which affect value. Performance and success are dependent upon many variables such as responsible ownership, competent management, the state of the economy, federal, state and local tax laws, market liquidity, and other factors of a local, national or world character which influence the market. Consequently, this value estimate does not absolutely fix or set the price at which the property will sell. It merely states a probable selling price under the conditions set forth in the definition of market value. The projections set forth herein are based on anticipated or stated conditions, and as such represent the judgment of the appraiser(s), and must be considered in this context.

5. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser. Nor shall the appraiser, firm, or professional organization of which the appraiser is a member be identified without written consent of the appraiser.

6. No environmental impact studies were either requested or made in conjunction with this analysis, and the appraiser hereby reserves the right to alter, amend, revise or rescind any of the value opinions based upon any subsequent environmental impact studies, research or investigation.

7. Easements are most likely described in Title Policies for the property and we were provided a title commitment of the subject by the client. A current survey is recommended to show easements, encroachments, restrictions, and reservations. Easements may or may not be recorded or may exist by customary use or other legal means. The appraisers have not, and are not qualified to, search legal records as to other easements.

GENERAL LIMITING CONDITIONS

Because rights of others can have influence on real estate values, the values reported herein are predicated on a qualified legal opinion that the assumption above regarding easements and the rights of others is representative of actual conditions.

8. Maps, plats and exhibits included in the report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys, or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.

9. The opinions of value and other estimates used in reaching the final opinions of value are as of the effective date of the appraisal. Because the markets upon which these estimates and conclusions are based are dynamic, they are subject to change. The appraisal and value opinions are subject to change if future physical, legal, financial and other conditions differ from conditions on the appraisal date.

10. The market value estimate is based on information and data available at the time of our investigation and analysis. We reserve the right to alter statements, reported conditions, analyses, conclusions, or opinions if facts become known that are pertinent to the appraisal process that were unknown to the appraiser at the time of report preparation.

11. The flood zone(s) determination referenced in this report is based on currently available information. FEMA is updating the mapping in many areas and revisions may significantly change the designation for the subject, subject area or comparables used in this report.

This appraisal report and all of the appraiser's work in connection with the appraisal assignment are subject to the limiting conditions and all other terms stated in the report. Any use of the appraisal by any party, regardless of whether such use is authorized or intended by the appraiser, constitutes acceptance of all such limiting conditions and terms.

PURPOSE AND DATE

The purpose of this appraisal report is to estimate the market value of the subject property before the “Deed of Rural Lands Protection Easement” is implemented and the market value of the subject property after the “Deed of Rural Lands Protection Easement” is implemented, the mathematical difference being attributable to the impact that the “Deed of Rural Lands Protection Easement” has on market value subject to the encumbrances listed in the title policy provided and the terms of the proposed easement. The date of this analysis and the effective date of the value is March 23, 2026, the date of our onsite inspection.

CLIENT, INTENDED USE, AND USERS OF THE APPRAISAL

Our client and intended user is the Rural and Family Lands Protection Program, Florida Department of Agriculture and Consumer Services. Based on information provided by our client, the intended use is to assist the client and intended user with acquisition decisions regarding the potential conservation easement.

IDENTIFICATION OF PROPERTY RIGHTS APPRAISED

Before Property

The interest to be appraised is the fee simple estate subject to the encumbrances listed in the American Land Title Association Commitment issued by Old Republic National Title Insurance Company, Commitment Number 1716139 and dated January 27, 2026, provided by the client, as if available to be developed to its highest and best use. This is subject to the issues referenced and further detailed in the Easements, Encroachments, and Encumbrances section of this appraisal.

After Property

The subject After property is subject to those items listed in the title commitment provided and the terms in the proposed conservation easement as the property will be completely encumbered by the conservation easement. We have relied on the interest to be appraised in real property as described in the proposed easement document supplied by our client as follows:

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:

IDENTIFICATION OF PROPERTY RIGHTS APPRAISED

After Property

- *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 of 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 draft document provided was a Deed of Rural Lands Protection Easement containing 23 pages (see complete copy in Addenda, with a summary included in the After approach).

DEFINITIONS

Easement is defined as:

> The right to use another's land for a stated purpose.[3]

Fee simple estate is defined 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.[4]

3 *The Dictionary of Real Estate Appraisal*, Seventh Edition (Chicago: Appraisal Institute, 2022).
4 *The Dictionary of Real Estate Appraisal*, Seventh Edition (Chicago: Appraisal Institute, 2022).

DEFINITIONS

Market value is defined as:

> The most probable price that 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 and knowledgeably, 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:
>
> - Buyer and seller are typically motivated;
> - Both parties are well informed or well advised, and acting in what they consider their own best interests;
> - A reasonable time is allowed for exposure in the open market;
> - Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
> - 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. [5]

Exposure time is defined as follows:

> An opinion, based on supporting market data, of the 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.[6]

Only fee simple Sale 2 was actively placed on the open market with a brokerage. The property was actively marketed by Cushman Wakefield for approximately four years prior to closing, however it was marketed with an undisclosed sales price.

All other sales we analyzed were not put on the open market, which is becoming more common as properties are privately marketed by an owner or broker as can be seen by the following chart of the Before and After sales data with N/A's shown. Although the sales were not placed on the open market, they were privately marketed to interested parties for at least a few months prior to contract signing and closing. Based on our knowledge of current market conditions, we have estimated the reasonable exposure time, or the estimated length of time properties similar to the subject would have been offered on the market prior to the date of this appraisal, at 6-to-12 months.

5 Supplemental Appraisal Standards for the Board of Trustees; Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016
6 USPAP 2024 Edition, ©The Appraisal Foundation.

DEFINITIONS

The estimate was based on data analyzed and typical marketing time for properties similar to the subject parcels that have sold in recent years. This estimate relates to both the Before and After situations.

EXPOSURE TIME – FEE SIMPLE SALES			
Fee Sale 1 N/A	Fee Sale 2 4 Years	Fee Sale 3 N/A	Fee Sale 4 N/A

EXPOSURE TIME – ENCUMBERED SALES			
EL Sale 1 N/A	EL Sale 2 N/A	EL Sale 3 N/A	EL Sale 4 N/A

Marketing time is defined as:

> An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.
>
> (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)[7]

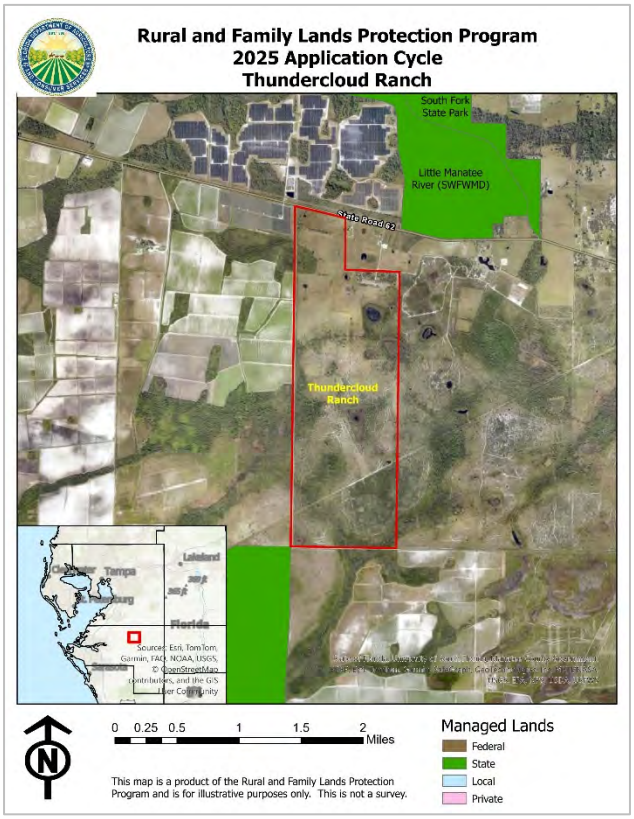
Based on our analysis, along with discussions with market participants, including brokers, we have estimated an appropriate marketing time of 6 to 12 months, considering the large size of the subject. This estimate relates to both the Before and After situations.

MARKETING TIME – FEE SIMPLE SALES			
Fee Sale 1 N/A	Fee Sale 2 4 Years	Fee Sale 3 N/A	Fee Sale 4 N/A

MARKETING TIME – ENCUMBERED SALES			
EL Sale 1 N/A	EL Sale 2 N/A	EL Sale 3 N/A	EL Sale 4 N/A

7 *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

APPRAISAL ASSIGNMENT



The Rural and Family Lands Protection Program is an agricultural land preservation program designed to protect important agricultural lands by acquiring permanent agricultural land conservation easements. It is 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.

The subject (outlined in red) is an agricultural and recreational property located on the south side of State Road 62/Wauchula Road, 11 miles east of Parrish and 8 miles west of Duette, in Manatee County. This location is in an area of state, local, and federal managed lands and is being considered for acquisition by the State of Florida for this project. Thundercloud Ranch is a connecting link between Edward W. Chance Reserve and South Fork State Park.

The subject is a proposed conservation easement over 1,042.37 acres, consisting of 66.54 acres of wetlands and 975.83 acres of uplands.

Our assignment is to provide an opinion of the impact on market value subject to the encumbrances listed in the title policy provided of a proposed perpetual conservation easement to be placed on the 1,042.37-acre subject. We will estimate the Before and After value of the property to determine the difference or impact on value of the Conservation Easement. The reporting of our findings complies with the Uniform Standards of Professional Appraisal Practice (USPAP) 2024 Edition, and *Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection,* dated March 2, 2016.

SCOPE OF WORK

Scope of Work Rule outlined in the USPAP 2024 Edition sets forth the requirements for developing a real property appraisal as follows:

> "For each appraisal and appraisal review assignment, an appraiser must:
>
> 1. identify the problem to be solved;
> 2. determine and perform the scope of work necessary for development of credible assignment results; and
> 3. disclose the scope of work in the report.
>
> The appraiser must properly identify the problem to be solved in order to determine the appropriate scope of work. The appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible assignment results. Comment: Scope of work includes, but is not limited to:
>
> - the extent to which the property is identified;
> - the extent to which tangible property is inspected;
> - the type and extent of data researched; and
> - the type and extent of analyses applied to arrive at opinions or conclusions."

The subject of this appraisal consists of 1,042.37 acres located in Manatee County, Florida. Our assignment is to value the property as of March 23, 2026, the date of our onsite inspection, using a Before and After approach to estimate the impact on market value of a proposed conservation easement.

In order to estimate the market value of the subject property and fulfill the requirements of the Uniform Standards of Professional Appraisal Practice in performing this appraisal, the appraisers undertook an investigation of the subject, considering factors that affect its highest and best use, marketability, and value. The first step in the valuation process is the development of a clear understanding of the problem to be solved. According to *The Appraisal of Real Estate, Fifteenth Edition (Chicago: Appraisal Institute, 2020)*, identification of the appraisal problem involves identifying each of the following, which we have completed:

SCOPE OF WORK

- Client
- Intended use of the assignment results
- Intended users of the appraisal report in addition to the client
- Type of value and its definition
- Effective date of the opinions and conclusions
- Identification of the characteristics of the property that are relevant to the type and definition of value and intended use of the appraisal (including its location, the property rights to be valued, and other features)
- Assignment conditions, including extraordinary or special assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work.

The appraiser's Scope of Work involves designing a plan of investigation and analysis that leads to a valuation that answers the client's reason for and intended use of the appraisal. The following tasks were undertaken in order to estimate the market value of the subject property and fulfill the requirements of the Uniform Standards of Professional Practice, and *Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection,* dated March 2, 2016, in performing this appraisal.

1. Invitations were extended to the owner, owner representative, and state representatives to accompany us on our onsite inspection, which was performed on March 23, 2026. Those in attendance included:

   - Alex Walter, owner
   - Bret Hader, Land Acquisition Coordinator; RFLPP / FDACS
   - Kara Koenig, Division Manager, Manatee County Environmental Lands Program
   - Riley Jones, MAI; Appraiser
   - Timothy S. Holden; Appraiser
   - Thomas Richards, MAI, Review Appraiser

   Philip M Holden, MAI, personally inspected the subject property on March 28, 2026.

2. We discussed title information and other pertinent information regarding the property with the owner.

3. An analysis of the physical, legal and economic characteristics of the subject and supporting neighborhood was performed. Highest and best use of the subject in both the Before and After approaches considering legally permissible, physically possible, financially feasible and maximally productive uses was estimated.

SCOPE OF WORK

4. The impact on value of the proposed conservation easement was estimated using the Before and After valuation methods where the After valuation was based on a hypothetical condition that the conservation easement is in place.

5. The sales comparison approach to value was utilized in the Before scenario, which involved researching available comparable land sales and listings data in the relevant market area and applying appropriate adjustments. As part of our research, we contacted knowledgeable people in the public and private sector involved in real estate transactions, including real estate brokers, other real estate appraisers, and buyers and sellers regarding current market conditions.

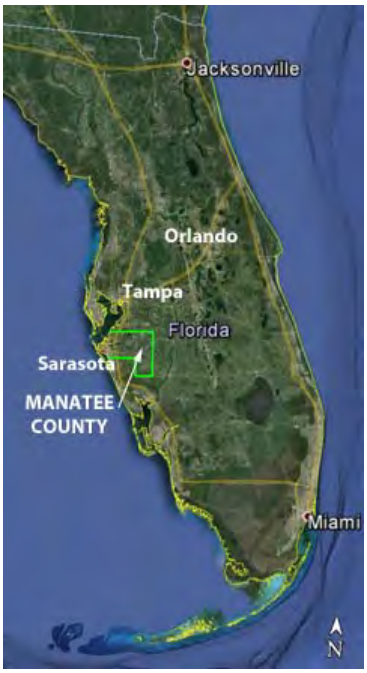
6. The cost approach was not used, as there were no improvements on the subject to contribute independently to value nor that were affected by the proposed conservation easement. The income approach was not used, as the income from land rental is not a reliable indicator of the property's market value.

7. As part of our After, or encumbered analysis, we researched recent sales of acreage tracts that sold with encumbrances in place for use in a direct sales comparison approach to the subject as encumbered by the proposed conservation easement.

8. The hypothetical After value is then subtracted from the Before or value to estimate the impact on value of the proposed conservation easement.

MANATEE COUNTY

Manatee County is situated on the southwest coast of central Florida. It is bounded on the north by Hillsborough and Pinellas Counties, on the east by Hardee and DeSoto Counties, on the south by Sarasota County, and on the west by the Gulf of Mexico and Tampa Bay. The Manatee River divides the north half and the south half of Manatee County and empties into the Gulf of Mexico at the mouth of Tampa Bay.



Population Trends

Manatee County has experienced steady growth and is among the fastest-growing regions in Florida. According to the World Population Review, Manatee County is the 15th largest county in Florida.

Year 2010	*Year 2020*	*Year 2026 (estimate)*
322,833	*399,710*	*486,142*

Major Regional Connections

North-south corridors include US Highway 41 and I-75, which remain the primary links connecting Manatee County and Tampa to the north and Sarasota, Fort Myers, Naples, and Miami to the south and southeast. US Highway 19 and I-275 connect the county with the St. Petersburg/Largo/Clearwater area. US Highway 301 provides a link to eastern Hillsborough County. The major east-west traffic arterials include SR 70, SR 64, and SR 62.

Sarasota-Bradenton International Airport (SRQ) is located along US 41 at the county line and has seen record growth, requiring recent expansions, including new concessions and a ground transportation center. The airport is breaking ground this year on a major new facility for Pilatus Aircraft, bringing manufacturing and high-tech jobs to the airfield. Tampa International Airport (TPA) is located approximately 42-45 miles north of Bradenton and provides domestic and international air service. SeaPort Manatee is a deep-water port that remains a critical economic driver and serves as the closest US deep-water port to the Panama Canal.

Education

The School District of Manatee County continues to show progress and maintains an overall “B” grade and is recognized as one of the most diverse districts in Florida. State College of Florida, Manatee-Sarasota offers associate and bachelor’s degrees with a heavy focus on nursing and workforce development. USF Sarasota-Manatee has a full residential campus and a 100,000 SF student center. Manatee Technical College provides specialized vocational and technological training essential to the local economy.

MANATEE COUNTY

Medical Facilities

Manatee Memorial Hospital is located in downtown Bradenton and remains a cornerstone of regional care. Lakewood Ranch Medical has been named one of America's Top Hospitals for 2025 by Forbes. To meet the needs of a growing population, Sarasota Memorial Health System is expanding its footprint in the area with potential future sites near the Manatee/Sarasota line.

Parks and Preserves

Manatee County manages over 30,000 acres of conservation land, including the Duette Preserve (the county's largest at 21,000 acres) and the coastal Robinson Preserve, which features the Mosaic Center for Nature, Exploration, Science, and Technology (NEST). Other preserves and state parks include Moody Branch Preserve, South Fork State Park, and Edward W. Chance Reserve, and more, totaling 39 parks, 24 preserves, and miles of beaches providing great recreational activities and facilities.

I-75 Corridor and Lakewood Ranch

Lakewood Ranch is one of the nation's top-selling master-planned communities. A new library and Athletics and Aquatics Center is planned to open in 2026. To keep pace with growth, major I-75 projects are underway including new interchanges. North-south connectivity is attracting large-scale industrial projects such as the renewable natural gas facility scheduled to begin construction in 2026 to convert landfill methane into power for thousands of homes.

Future Focus

The county has been hosting workshops to update the Comprehensive Plan, with initiatives to balance development with the preservation of agricultural lands. New zoning approvals like the Crosswinds Ranch project in Parrish are transforming thousands of acres into mixed-use residential and commercial hubs.

Summary

Manatee County is reasonably well located in west-central Florida. Its proximity to large population centers, including metropolitan Tampa/St. Petersburg Bay and Orlando, as well as its availability of undeveloped land will attract businesses, industry and new residents once population and employment growth in the surrounding metro areas creates enough pressure to expand into Manatee/Sarasota Counties with growth focusing along the I-75 corridor, driven in part by the large Lakewood Ranch development.

PROPERTY DESCRIPTION

The subject property of this appraisal assignment is the Thundercloud Ranch, containing 1,042.37 acres. It is an agricultural and recreational tract, mainly used for recreation in conjunction with the abutting private hunting club Thundercloud property. The land consists of shrub and brushland, open pastureland, pine flatwoods, and upland hardwoods, providing habitat for many species, including deer, turkey, dove quail, rabbits, Florida scrub jays, snakes, and more.

Gilly Creek, which is a main tributary of the Manatee River, bisects the property along the southern portion of the property, traveling off-site southward. Tyre Creek travels in an east/west direction in the central part of the property.

A Florida Power and Light transmission line runs along the entire western boundary of the property, and a gas transmission pipeline bisects the property in the southern portion.

There are no permanent building improvements on the subject. Minimal improvements include quail cages, pigeon coop, and dog kennels.

OWNERSHIP HISTORY

According to the Manatee County Property Appraiser, the owner of record for the subject property is:

Thundercloud Ranch, LLC
1038 South Frankland Road
Tampa, FL 33629-5106

The subject property has been under the ownership of Thundercloud Ranch, LLC since 2018 in an internal transfer as follows:

Manatee County	Special Warranty Deed OR Book 2755, Page 7672
Date	October 11, 2018
Grantor	Alexander J. Walter
Grantee	Thundercloud Ranch, LLC
Consideration	$1

A corrective special warranty deed filed at OR Book 2793, Page 2460 on July 12, 2019, corrects a scrivenor's error in the legal description and was the last transaction recorded. According to the Property Appraiser, previous transactions were internal and will not be further analyzed.

LEGAL DESCRIPTION

The subject's legal description as cited in the American Land Title Association Commitment issued by Old Republic National Title Insurance Company, Commitment Number 1716139 and dated January 27, 2026, as follows:

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Exhibit A

Commitment Number:	**Issuing Office File Number:**
1716139	FDACS-Thundercloud

PARCEL 1 (D: 130900059)

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 33 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA; THENCE RUN N 00°55'55" E, ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 5351.22 FEET; THENCE RUN N 00°55'55" E, ALONG THE WEST LINE OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 21 EAST, A DISTANCE OF 5351.22 FEET; THENCE RUN N 00°32'55" E, ALONG THE WEST LINE OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 21 EAST, A DISTANCE OF 2055.97 FEET TO THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF STATE ROAD 62; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES; 1) THENCE S 76°55'22" E, A DISTANCE OF 899.85 FEET; 2) THENCE S 76°13'40" E, A DISTANCE OF 1272.42 FEET; 3) THENCE S 76°13'34" E, A DISTANCE OF 1307.81 FEET; 4) THENCE S 76°05'59" E, A DISTANCE OF 594.98 FEET TO THE END OF SAID MAINTAINED RIGHT-OF-WAY LINE; THENCE S 00°48'11" W, A DISTANCE OF 11866.26 FEET; THENCE N 89°00'30" W, ALONG THE SOUTH LINE OF AFOREMENTIONED SECTION 31, A DISTANCE OF 3987.81 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTIONS 19, 30 AND 31, TOWNSHIP 33 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 1123.89 ACRES.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Form C21 – Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00 (with Florida Modifications) 07/01/2021	Page 6 of 6	Commitment Number: 1716139

The subject is contained within one Manatee County parcel control number. The proposed conservation easement would encumber the entire 1,042.37 acres of the subject.

LOCATION, ACCESS, AND FRONTAGE

The Thundercloud Ranch, LLC property is located along the south side of State Road 62/Wauchula Road, approximately 11 miles east of Parrish, and 8 miles west of Duette, in Manatee County, Florida.

The physical address is: 28821 SR 62
Parrish, FL 34219

Legal and physical access to the subject is via approximately 0.35 miles of frontage along the south side of 2-lane, paved State Road 62/Wauchula Road. Internal access is provided by dirt roads and trails. Overall, access to and within the subject property is good for continued agricultural and recreational uses along with future residential development.

LOCATION, ACCESS, AND FRONTAGE

Facing west down State Road 62, subject on left.



Facing east down State Road 62, in the general area of the subject property.



Improved trail parallel to the gas transmission pipeline easement through the central portion of the property.



SIZE AND SHAPE

The subject property is rectangular, with a notch in the northeast corner. It contains 1,042.37 acres. It is approximately .75 miles wide (east/west) and approximately 2.40 miles north/south at its widest and longest points. The subject abuts other Thundercloud Ranch properties and Thundercloud Hunting Club on the east, private ownerships on the south and portions of the western boundary, and Florida Power & Light Company along the northwest boundary, also fronting SR 62. To the north of the property on the other side of SR 62, FP&L also owns additional lands.

UTILITIES

The subject has electric and telephone services available from local providers. Water and sewer services are provided by local wells and septic tanks, which are common for the area. Cellular coverage is good. Utilities are typical of rural properties in the area.

TOPOGRAPHY AND WATER CONTROL

The subject property is primarily native in-state, with the minor areas of open improved pasture covering 19% concentrated in the north. The subject's native lands consist of elevated natural scrub habitat, pine flatwoods, and palmetto prairie. The minor wetland areas consist of isolated freshwater marshes and forested wetlands in native state, concentrated around the creek corridor. The native Creek corridors on the subject consist of Gilley Creek that flows through the southern portion of the property with the headwaters of Tyre Creek flowing through the central portion of the property westward off-site.



The property is somewhat level with surrounding lands and gently sloping to the south. The accompanying exhibit depicts the highest elevations at 125 feet above sea level are in the northern portion and within the central body of the property, while the lowest parts at around 115 feet are along Gilley Creek in the South. These elevations are typical of surrounding lands as this area.

TOPOGRAPHY AND WATER CONTROL

The subject lacks significant land improvements and drains via sheet flow into the native creek corridors, which flow either south or westward off-site.

According to the property owner and viewed upon inspection, water control on the subject is good for agricultural and recreational uses due to the elevated nature of the property.

Overall, the subject property has a desirable mix of both upland forested native lands with a small amount of improved pasture areas with good drainage that provide an attractive landscape, which is a desirable feature for both recreational and rural residential users in this market.



TOPOGRAPHY AND WATER CONTROL

Typical upland native habitat with cleared understory.



Native upland habitat



Native pasture in the western portion of the property.



SOIL CONDITIONS

According to the USDA Natural Resources Conservation Service's Web Soil Survey, the subject property contains the following soils, typical for agricultural and recreational properties in this area of Manatee County.

Map Unit Symbol	*Map Unit Name*	*Hydric*	*Percentage of Subject*
52	Waveland fine sand	No	44%
42	Pomello fine sand	No	32%
18	Delray-Pomona complex	Yes	11%
26	Floridana-Immokalee-Okeelanta association	Yes	5%
19	Duette fine sand	No	5%
	Miscellaneous		3%
	TOTAL		**100%**

These soils are typical for the area and for lands in agricultural use along with creek corridors and sloughs. They are suitable for a wide variety of agricultural uses including cattle grazing and hay production except for the lowest wetland / hydric soils, which under their natural conditions have severe limitations, but are suited for typical recreational uses as they are primarily native in-state. The soils on the subject are suited for low intensity agricultural use.

The primary upland soils on the subject are Waveland fine sand and Pomello fine sand. These upland soils are found on elevated uplands throughout the area. These sandy/mineral soils cover the majority of the improved pasture areas in the north along with the extensive upland native lands throughout the subject property. These soils are suited to cultivated crops and citrus production with adequate water control and are also well suited to pasture and recreational use, which is currently the case with the subject.

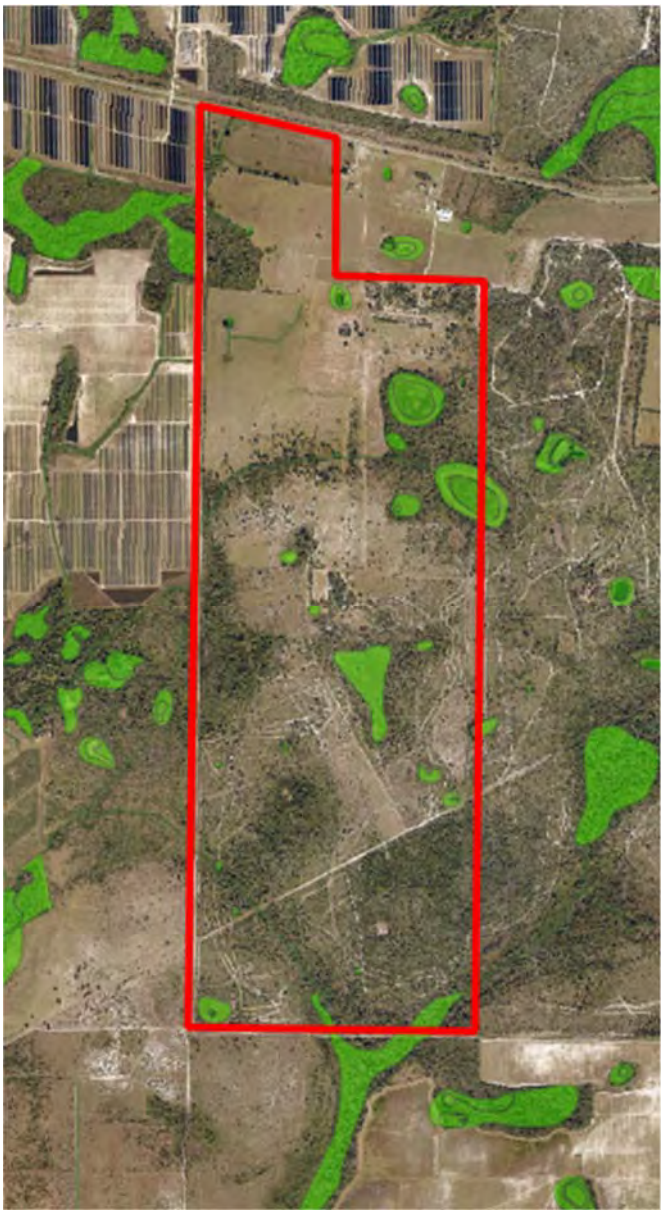
The primary wetland or hydric soils on the subject are Delray-Pomona complex and Floridana-Immokalee-Okeelanta association. These hydric soils are primarily found within isolated wetlands and creek flowways in the region. These hydric soils are not suited for residential development, however they cover minor areas on the subject. In addition, the soils support typical recreational uses as these areas are heavily forested and primarily native in state. On the subject, these soils are located within the forested wetland areas, scattered depressional freshwater marsh areas in the native state.

Overall, the soils on the subject support current low-intensity agricultural uses, with the higher elevated soils able to support typical rural residential uses. However, the lowest hydric soils have limitations for residential uses.

WETLANDS

According to the National Wetlands Inventory, the uplands/wetlands are calculated as follows:

Total uplands	975.83 acres	94%
Total wetlands	66.54 acres	6%
TOTAL	1,042.37 acres	100%



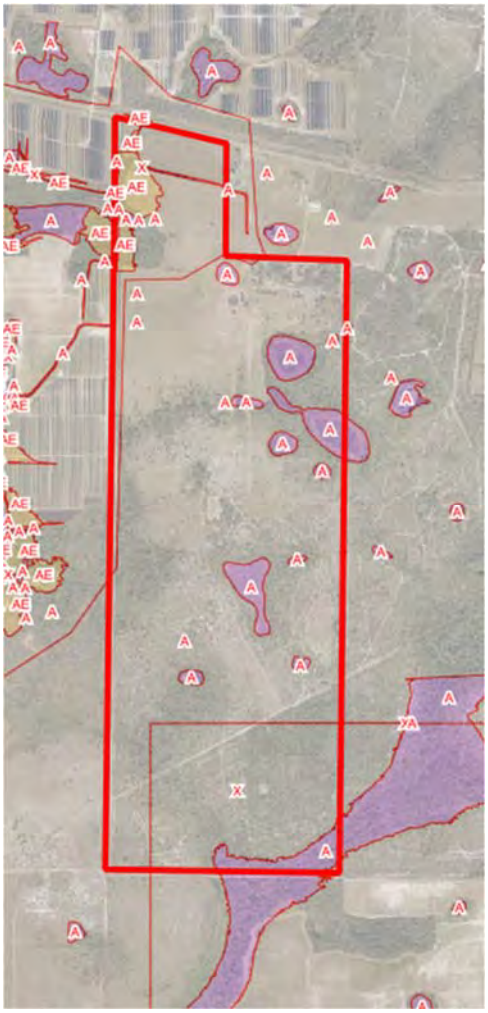
FLOOD ZONE INFORMATION

According to FEMA Panels 12081C0209F, 12081C0230F, and 12081C021F with an effective date of 8/10/2021, and Panel 12091C0240E with an effective date of 3/17/2014, the subject lies within the following FEMA Flood Zones:

- FLOOD ZONE A: Special Flood Hazard Areas subject to inundation by the 1% annual chance flood with no base flood elevations determined. These areas are shaded in light purple in the accompanying exhibit. These areas are primarily improved pasture or native consisting of low-lying areas of pasture.

- FLOOD ZONE X: Areas of minimal flood hazard determined to be outside the 500-year flood and protected by levee from 100-year flood. These areas are shaded in white and have the highest elevations, consisting of upland improved pastures along with forested native lands.

These FEMA flood zones are common and typical for rural agricultural tracts in this area of Florida and properties fronting creeks and flowways.



PERMITS

According to the Southwest Florida Management District, there are no Environmental Resource or Water Use permits on the subject property, which is typical for lands engaged in low intensity agricultural use (cattle grazing) and recreation. There are two 5” wells for irrigation located in the central portion of the subject that serve the cattle grazing operation. The overall lack of permitting on the subject is typical for native lands not engaging in intensive uses.

IMPROVEMENTS

LAND: Historically, the subject property, primarily native in-state has been used for a private hunting preserve along with low intensity cattle grazing. Land improvements are minimal, including improved pastures covering 19% concentrated in the north. The property is served by fencing, gates, cattle watering holes, interior all-weather ranch roads and trails for movement of vehicles and equipment. In addition, there is a network of interior trails utilized by its historic use as a private hunting preserve.

Additional land improvements include a set of cattle pens with a covered working area in good condition.

The land improvements, however minor, are typical for large rural properties engaging in both agricultural and recreational uses.

BUILDING: Building improvements are minimal on the subject and consist of quail cages, pigeon coop, and dog kennels.

FIXTURES: There is no personal property or equipment included with this appraisal.

IMPROVEMENTS

Land Improvements

Improved pasture located in the northwestern portion of the property.



Excavated pond and cleared area in the southeast portion of the property.



Cattle pens and covered working area



IMPROVEMENTS

Building Improvements

Quail pens



Pigeon coop



Dog Kennels



EASEMENTS, ENCROACHMENTS, AND ENCUMBRANCES

We have considered the exceptions in the title insurance policy provided for the subject property. Based on the exceptions identified in the American Land Title Association Commitment issued by Old Republic National Title Insurance Company, Commitment Number 1716139 and dated January 27, 2026, the following exceptions of significance are contained in Schedule B Section II, along with our opinion as to the impact the item may have on our analysis:

Exception Item #	***Reference***
Items 1 - 4	Standard Exceptions
Item 5	Reservation by the United States of America of phosphate as contained under Patent dated August 20, 1926, and recorded June 6, 1927, in Deed Book 123, Page 114, Public Records of Manatee County, Florida. *Comment: See below.*
Item 6	Reservation by the United States of America of phosphate and the right to prospect for mine, and remove deposits under Patent dated July 29, 1930, and recorded August 25, 1930, in Deed Book 135, page 159, Public Records of Manatee County, Florida. *Comment: See below.*
Item 7	Oil, gas, mineral, or other reservations as set forth in deed by Consolidated Naval Stores Company recorded in Deed Book 169, page 559, conveyed in favor of Consolidated-Tomoka Land Co., a Delaware corporation by Warranty Deed recorded in O.R. Book 425, Page 675, further conveyed to Indigo Group, Inc., a Florida corporation as recorded in O.R. Book 1972, Page 5424, and O.R. Book 2125, Page 396, and ADK Soho Fund, L.P. a Delaware limited partnership by Quit Claim Deed recorded in Instrument Number 2024-16234, and as affected by the Notices pursuant to Section 704.05 and 712, Florida Statutes recorded in O.R. Book 734, Page 940, Public Records of Manatee County, Florida, without right of entry. No determination has been made as to the current record owner for the interest excepted herein. *Comment: Currently, these reservations are under contract at $45 per acre.*

EASEMENTS, ENCROACHMENTS, AND ENCUMBRANCES

Item 8

Oil, gas, mineral, or other reservations as set forth in deed by Ed F. Hayes and William E. Hayes recoded in Deed Book 191, Page 283, Public Records of Manatee County, Florida, without right of entry. No determination has been made as to the current owner for the interest excepted herein.

Comment: The legal descriptions are beyond the scope of this assignment to run out and it is recommended that a survey be completed to determine the exact areas where outstanding OGM interests exist. Based on the Marketable Record Title Act (MARTA), it appears that over 30 years have transpired since the last recording related to this interest was filed.

In addition, these potential outstanding OGM interests did not include the right of entry. Without the right of entry, this potential outstanding OGM interest has no impact on the highest and best use or value of the subject.

Item 9

Oil, gas, mineral, or other reservations as set forth in deed by E.H. Simmons and Mabel Agnes Simmons recorded in Deed Book 274, Page 23, Public Records of Manatee County, Florida, without right of entry. No determination has been made as to the current record owner for the interest excepted herein.

Comment: The legal descriptions are beyond the scope of this assignment to run out and it is recommended that a survey be completed to determine the exact areas where outstanding OGM interests exist. Based on the Marketable Record Title Act (MARTA), it appears that over 30 years have transpired since the last recording related to this interest was filed.

In addition, these potential outstanding OGM interests did not include the right of entry. Without the right of entry, this potential outstanding OGM interest has no impact on the highest and best use or value of the subject.

Item 10

Oil, gas, mineral, or other reservations as set forth in deed by W.L. Cone and Mildred R. Cone recorded in Deed Book 356, Page 275, Public Records of Manatee County, Florida, without right of entry. No determination has been made as to the current record owner for the interest excepted herein.

Comment: The legal descriptions are beyond the scope of this assignment to run out and it is recommended that a survey be completed to determine the exact areas where outstanding OGM interests exist. Based on the Marketable Record Title Act (MARTA), it appears that over 30 years have transpired since the last recording related to this interest was filed.

EASEMENTS, ENCROACHMENTS, AND ENCUMBRANCES

In addition, these potential outstanding OGM interests did not include the right of entry. Without the right of entry, this potential outstanding OGM interest has no impact on the highest and best use or value of the subject.

Item 11 — Easement granted to Houston Texas Gas and Oil Corporation, A Delaware corporation, its successors nad assigns and recorded in Deed Book 392, Page 289, and modified by Modification of Easement Grant and Quitclaim Deed recorded in O.R. Book 23, Page 229, and further modified by the Modification and Amendment of Easement Grant filed by Florida Gas Transmission Company, a Delaware corporation and recorded in O.R. Book 1575, Page 5782, affected by the Encroachment Agreement recorded in Instrument Number 2025-155 Public Records of Manatee County, Florida.

Comment: This item relates to the 50-foot-wide natural gas pipeline that bisects the subject property in the south.

Item 12 — Ingress and egress easements contained in that certain Special Warranty Deed recorded in O.R. Book 2393, Page 5069, Public Records of Manatee County, Florida, which contain provisions creating terms and conditions.

Comment: This easement has been perfected and no longer relevant.

Item 13 — Special Permit No. SP-20-01 pertaining to the use of a Recreational Course recorded October 26, 2020, in Instrument Number 2020-115976, Public Records of Manatee County, Florida, which contain provisions certain terms, conditions and use restrictions.

Comment: This item relates to a special permit allowing recreational use in facilities including trap shooting skeet, and outdoor firing range that includes the existing Lodge. However, these uses appear to be located off-site of the subject to the east.

Item 14 — Right-of-Way Easement to Peace River Electric Cooperative, Inc., recorded in Instrument Number 2021-163033, and amended recorded in 2021-163060, Public Records of Manatee County, Florida.

Comment: This item relates to a utility easement serving the subject ownership.

Item 15 — Easement in favor of Florida Power and Light Company recorded in O.R. Book 740, Page 386, Public Records of Manatee County, Florida.

EASEMENTS, ENCROACHMENTS, AND ENCUMBRANCES

Comments: This item relates to the overhead electric transmission line traveling along the subject's western boundary.

Items 16-19 Standard Exceptions

Comments *Items 5 and 6*

The individual recorded documents provided, dated 1927 and 1930, were illegible, which is quite common for older recorded hand written legal documents.

These reservations of phosphate rights reserved by the United States of America were retained on lands deeded from the USA by the Act of May 20, 1862 to secure Homesteads to actual settlers on the Public Domain. In researching and making a determination about the impact (if any) on highest and best use and market value, we considered the following:

1. *A February 26, 2026, oil, gas and mineral assessment made on the subject concluded there was a low to medium potential for the economical mining of sand, clay, construction fill dirt, and phosphate.*

2. *Any exploration/mining must comply with the conditions, provisions, and limitations of the Act of July 17, 1914 (38 Stat., 59) that requires payment to the landowner for damages to crops and improvements as referenced in each reservation.*

3. *There is little to no chance of the U.S. Government prospecting for phosphate in this area and there is no known U.S. Government prospecting elsewhere in South Florida for phosphate for that matter.*

4. *We have never known of U.S. Government selling or transferring reservations in the private market.*

5. *The fact that the property lies within the headwaters of Gilley Creek and Tyre Creek and existing conservation areas that are meant to protect the environmental integrity of this significant water body that empties into Lake Manatee 6 miles to southwest further eliminates the possibility of the U.S. Government exercising their rights to explore for this resource - phosphate.*

Therefore, there is no adverse impact on highest and best use or value from these items.

EASEMENTS, ENCROACHMENTS, AND ENCUMBRANCES

Item 11 relates to the 50 foot wide underground natural gas pipeline that bisects the southern portion of the subject in favor of Florida Gas Transmission Company. As this encumbrance limits structures or other improvements over the area, including roads, without written consent by Florida Gas Transmission Company, it has an effect on the highest and best use in utility over this easement area. Therefore, this item will be addressed in the valuation section of this report.

Item 7 relates to outstanding OGM interests over the subject ownership. According to the property owner. These outstanding interests are under contract to purchase at $45 per gross acre by Thundercloud Ranch and therefore have no impact on highest and best use or market value.

The other easements referenced above are typical for large agricultural properties in this market and are either insignificant or serve the subject as well and have no impact on highest and best use or market value.

To the best of our knowledge, there are no other easements or encumbrances that adversely affect the subject; however, it is beyond the scope of the appraisal to provide a legal opinion as to the full effect all of these encumbrances may have on the ownership of the subject.

Oil, Gas, and Minerals Assessment

We were provided a Memorandum regarding an Oil, Gas, and Minerals Assessment dated February 26, 2026, performed by the DEP / Florida Geological Survey, which stated:

> *The potential for economically mineable material, including sand, clay, construction fill dirt, and phosphate, on the parcel is considered low to medium; however, only a site-specific valuation will be able to reveal the true potential of the site's mineral resources.*

ZONING AND LAND USE PLAN

The subject is zoned A *Agriculture* and has a future land use designation of *AG-R*, which is typical of the large agricultural and open areas comprising the vast majority of eastern Manatee County. Only lands several miles west of the subject within the Manatee County Future Development Boundary, have more intense classifications, with the most rural eastern lands within the development boundary consisting of UF-3, Urban Fringe 3 dwelling units per acre.

ZONING AND LAND USE PLAN

Permissible uses within the AG-R designation include conservation, all agricultural operations (including agricultural processing activities), and other uses typically found on agricultural lands in rural areas, including mining. Residential development would be permitted at 1 dwelling unit per 5 acres. According to the Manatee County Planning Department, granting a future land use change into a more intense category is unlikely now and into the foreseeable future. In addition, the subject and neighborhood lack public water and sewer service, which ends near the Manatee County Future Development Boundary approximately 8.5 miles west of the subject property.

The present use of the subject as agriculture and recreation conforms to the zoning and future land use plan designations.

ASSESSMENT AND TAXES

The assessment and taxes for the subject are summarized below under two ownerships. According to the Manatee County Tax Collector, the taxes remain unpaid as of March 10, 2026.

2025 Assessment/Taxes	Parcel ID 130900059	
	Acreage	1,045 acres
	Land Value	$2,693,962
	Improvements Value	$622,726
	Just/Market Value	$3,316,688
	Assessed/Taxable Value	$901,749
	2025 Taxes	$12,904.02

Please note that the acreage shown is more than the proposed conservation easement.

There is no correlation between Just Value and Assessed Value of the individual parcels as determined by the Manatee County Property Appraiser and Market Value as estimated herein. The Property Appraiser is responsible for assessing several thousand tax parcels each year based upon consistency among similar properties, measured by statistical formulas that include average mean, median, standard deviation, and coefficient of dispersion, or as with the agricultural assessed value, the income from the agricultural use is considered. Taxes for the agricultural parcels are paid on the agricultural exempt or assessed value and not the just value so no attention is paid to the latter by owners. The Property Appraisers' estimate for improvements relates to their continued use as it would relate to the agricultural use and not their actual contribution to value to market participants.

HIGHEST AND BEST USE

Highest and best use may be defined as:

> "The reasonably probable and legal use of vacant land or an improved property that is legally permissible, physically possible, appropriately supported, and financially feasible and that results in the highest value."

The four criteria the highest and best use must meet are legally permissible, physically possible, financially feasible, and maximally productive.

1. Legally Permissible: Uses that would conform to the land's current zoning classification and local building codes along with any other relevant regulatory or contractual restrictions on land use.
2. Physically Possible: Uses that are not unworkable due to some limiting physical characteristic of the land such as inadequate site size, odd shape, irregular topography, or poor soil quality.
3. Financially Feasible: The test of financial feasibility narrows the number of legally permissible and physically possible uses down further through analysis of the economic characteristics of the potential alternative uses.
4. Maximally Productive: The remaining options are candidates for the test of maximum productivity, which is the final-and deciding- criteria for the highest and best use of both the land as though vacant and the property as improved.[8]

The concept of highest and best use of property as improved pertains to the use that should be made of an improved property in light of the existing improvements and the ideal improvement described at the conclusion of the analysis of highest and best use as though vacant.[8] In the case of the subject, this analysis is necessary as the property has improvements with the land used for agricultural and recreational uses.

The following discussion addresses the factors impacting the subject and its highest and best use. To meet the tests of highest and best use, the use cannot be speculative or conjectural; it must be legal and probable. There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time. These tests have been applied to the subject, followed by a final conclusion.

[8] *The Appraisal of Real Estate*, 14th ed. Chicago: Appraisal Institute, 2013, pp. 333-345.

HIGHEST AND BEST USE

Before Scenario as Undeveloped

LEGALLY PERMISSIBLE: The subject has Agricultural zoning and land use designations allowing all the customary agricultural uses and permits residential development of one dwelling unit per 5 acres by Manatee County. These agricultural designations are typical for agricultural class properties in rural areas of Manatee and surrounding counties, with existing land uses of the subject property in conformance with allowed uses. A wide variety of agricultural uses conform to the county zoning and land use regulations, including the current uses on the subject for cattle grazing and recreational use as a private hunting preserve.

While it may be a legal use, development with large-scale rural residential throughout the subject is not a practical use, as additional access, interior roads, and infrastructure would be required. Large estate-type residential/recreational uses are more practical and market-oriented, especially considering the subject's road frontage along State Road 62. Also, retaining the subject as a whole and further improving the property as an estate-type residential/recreational ownership, along with continued agricultural use, is also practical and market-oriented. In addition, keeping the subject whole and utilizing it under its historic use as a private hunting preserve is also market oriented evidence by its historic use as a private hunting preserve known as Thundercloud Ranch for decades.

PHYSICALLY POSSIBLE: The next consideration is the physically possible uses. The subject property is primarily native in the state, consisting of upland elevated scrub habitat and pine flatwoods, with minor open improved pasture areas located in the north. Wetlands are minimal, covering approximately 6% of the area, based on information provided by our client. The wetland areas throughout the property consist of minor isolated freshwater marsh and forested creek corridors are attractive and support typical recreational uses and cattle grazing, but do have limitations for any future development in or around these areas. As the wetland ratio at 6% is somewhat below average for properties in the area, they have minimal negative impact on the highest and best use or utility of the subject property.

The upland portions of the subject cover 94% of the total area and are mainly characterized by forested native uplands consisting of scrub habitat, pine flatwoods with palmettos, and minor improved pasture areas. The upland native habitat is beneficial for the subject's historical use as a private hunting preserve. The overall high elevations of the subject are suitable for continued recreational and low-intensity agricultural uses, including cattle grazing, and could support rural residential use. These improved pastures could support more intense agricultural uses, such as intermittent sod harvesting and farming, however it could require additional land improvements and permitting.

HIGHEST AND BEST USE

Before Scenario as Undeveloped

The physical characteristics of the subject are suited for the current recreational and low intensity agricultural uses. However, further improving the land for more intensive agricultural uses would degrade the overall attractiveness of the native habitat. Division of the property into smaller large acreage parcels is also easily accomplished because of the property's road frontage. As the property is primarily native in-state, consisting of upland scrub and pine flatwoods with minor open improved pasture areas, the overall land mix of the subject is desirable for recreational and rural residential users in this market.

Overall, the subject's physical nature provides a mix of native uplands/wetlands with minor areas of improved pastures that support both agricultural and recreational uses, which are desirable features in this market. In addition, the subject property could physically support typical rural residential development.

FINANCIALLY FEASIBLE: This refers to the legal uses that are physically possible and are able to produce a maximum financial return. As mentioned above, agricultural and recreational uses are legally permissible and physically possible for the subject. Although the subject could potentially be subdivided, intensive rural residential development is not a practical use, due to the lack of demand, and expenses for access roads, permits, etc. There are additional risks to large-scale subdivision, including market timing, planning, and extended sellout time for small rural lot development.

The subject property, along with lands to the east, has historically been used as a private hunting club for decades, known as Thundercloud Ranch. However, we were not provided with membership lists or income and expenses. The hunting club has been in operation for decades, and according to the owner, it is a profitable use with limited membership slots available. Continued use as a private hunting club is also a financially feasible use of the subject property, evidenced by the subject being utilized as a private hunting preserve for decades.

The owner and owner representative provided an unsigned letter of intent to purchase the subject property by HBWB Development Services, LLC, an affiliate of Homes by WestBay. The stated acquisition price of $49,950,000 was based on $455,000 per lot on an attached site plan that has the subject divided into 111 rural residential lots ranging from 5.04 to 17.30 acres, with the majority just over 5 acres each. The site plan includes retention areas to the north and to the south. At these stated prices, this plan does not appear to be financially feasible due to the extensive permitting process that would be required along with lots sellout time and internal infrastructure needed. As the subject is situated within the headwaters of Gilley Creek and Tyre Creek that eventually flow into the Manatee River, any large-scale development plan on the subject would require extensive environmental permitting, mitigation, retention areas, and possible public pushback, all could be time consuming and costly.

HIGHEST AND BEST USE

Before Scenario as Undeveloped

In addition, the $49,954,000 stated offer price equates to $47,919 per acre, which falls well above the superior-rated land sales in the Before analysis, giving additional credibility that this site plan and offer are unrealistic from a financially feasible standpoint in this current market as this offer price per acre is somewhat in-line with the prices paid for finished rural lots in the area with improved access and electric connection.

Subdivision of the property into a few larger acreage recreational/rural residential tracts is potentially possible and more appropriate considering the privately held acreage ownerships used for both agricultural, rural residential, and recreation in the subject's neighborhood. Subdividing the subject into a few larger acreage tracts would also require less environmental permitting, retention areas, and mitigation.

Further improvement of the minor improved pasture areas for more intensive agricultural use, such as farming, is physically possible but somewhat limited due to development and infrastructure costs, but intermittent sod harvesting or melon farming is legally permissible and physically possible and could provide additional income streams.

Therefore, the financially feasible use of the subject at present is continued recreational use as a private hunting club and agriculture including cattle grazing with potential for large tract rural residential, along with typical recreational use in keeping with the general trends in the area.

MAXIMALLY PRODUCTIVE: Of the uses that are legally permissible, physically possible, and financially feasible, the maximally productive use is the one that results in the highest and best use. It is our opinion that the highest and best use is for continued agricultural/recreational use as a private hunting club with potential for large tract rural residential/estate when demand dictates.

HIGHEST AND BEST USE

Before Scenario as Improved

The subject is primarily native in-state with improvements consisting of typical recreational and agricultural land improvements, including minor areas of improved pasture to the north. Additional land improvements include two agricultural wells, perimeter fencing, as well as interior all-weather ranch roads and trails, providing adequate access throughout the entire subject property which include a off-road vehicle trail network through the native lands utilized by the private hunting club. There are no agricultural or residential structures on the subject property. The only structures on the subject consist of wood framed quail cages, pigeon coop and dog kennels.

As improved, the land and minor site improvements on the subject are legal uses, according to the Manatee County zoning and future land use plan, and are appropriate for this type of property and add to the highest and best use along with the overall recreational utility of the property. While no specific improvement has an independent contribution to value, the improvements are beneficial for both the recreational use as a private hunting preserve, along with agricultural and personal use of the property.

The highest and best use of the subject property as improved is for continued recreational use as a private hunting preserve, along with agricultural use, engaging in cattle grazing and/or some amount of sod harvesting on the improved pastures to the north. There is potential for large acreage rural residential/estate/recreation uses on the property, considering the extensive paved road frontage. The reasons for this conclusion to the highest and best use as improved are the same as those discussed above under As Unimproved.

After Scenario

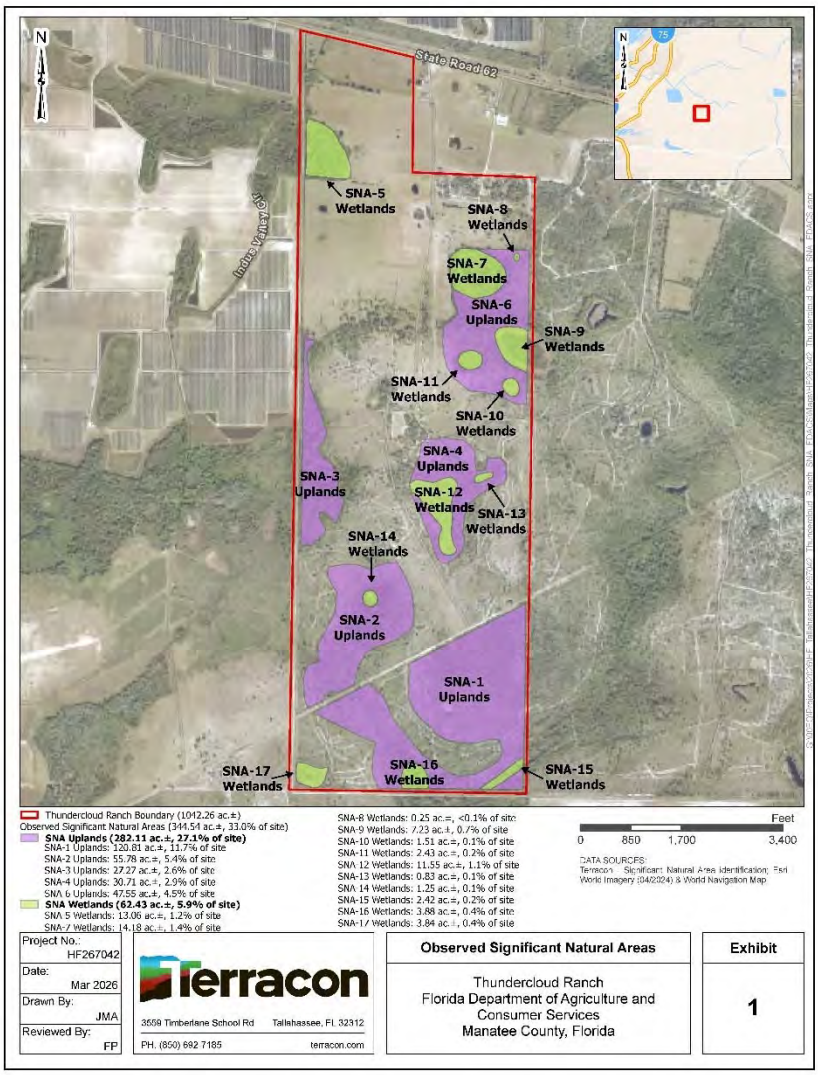
In the After scenario, the 1,042.37-acre subject will be completely encumbered by a perpetual conservation easement under the Rural and Family Lands Protection Program administered by the Florida Department of Agriculture and Consumer Services (FDACS). The easement will assure that the property will be retained forever in its condition as a working landscape; preserve the property as productive agricultural land that sustains for the long term both the economic and conservation values of the property and its environs; and provide a relatively natural habitat for fish, wildlife, plants, or similar ecosystems, through management guided by the principles detailed in the document.

Under the terms of the proposed easement, residential use is prohibited. Additional agricultural structures (with no residential areas) are permitted, as may be required, in accordance with sound agricultural practices, after providing notice. This easement also prohibits subdivision of the property, keeping the 1,042.37-acre subject whole.

HIGHEST AND BEST USE

After Scenario

The proposed conservation easement allows for conversion of the land to other agricultural uses. This easement allows for continued agricultural use and transition into other agricultural uses on lands outside of areas designated as an SNA., though for further improvement it may require additional permitting depending on the intensity of use. On the subject, SNAs cover 344.54 gross acres consisting of 282.11 acres of native uplands and 62.43 acres of wetlands scattered throughout the subject. These SNAs are depicted in accompanying exhibit with the uplands shaded in purple and the designated wetlands shaded in light green.



HIGHEST AND BEST USE

After Scenario

Ownership rights in real estate have been likened to the concept of a bundle of rights, or sticks, with each stick representing a distinct and separate right. Before the acquisition of the proposed conservation easement, the fee simple estate held the full bundle of rights including all the OGM rights. After the acquisition of the proposed conservation easement, the bundle is further divided between the fee and easement owners. The rights referred to and implicit in the bundle of rights are:

- The right to use the real estate
- The right to sell or dispose of the real estate
- The right to lease the real estate
- The right not to use the real estate
- The right to exclude others from the real estate

Each of these rights will be impacted to some degree by the acquisition of the conservation easement and will be discussed in order.

HIGHEST AND BEST USE

After Scenario

CONSERVATION EASEMENT SUMMARY

Thundercloud Ranch | Thundercloud Ranch, LLC | RFLPP (State/County)

Rev — December 3, 2025

Key Details

Project Name	Thundercloud Ranch
Program	Rural and Family Lands Protection Program (RFLPP) — Joint State/County Easement
Grantor	Thundercloud Ranch, LLC, a Florida limited liability company (Alexander Walter, Owner), 10385 S. Frankland Rd., Tampa, FL 33629
State Grantee	Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, c/o Florida Department of Agriculture and Consumer Services (FDACS), Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843
County Grantee	Manatee County, a political subdivision of the State of Florida, Post Office Box 1000, Bradenton, Florida 34206 — co-holds easement interest; defers enforcement rights to State Grantee
Third Party Beneficiary	None — standard RFLPP easement; no U.S. Air Force / REPI component
County	Manatee County, Florida
Duration	Perpetual — easement in gross running with the land in perpetuity
Governing Law	Florida Statutes §570.71
Effective Date	Date of execution (to be completed upon signing, 202_)

Article III. Purpose of Easement

This easement permanently protects the agricultural and conservation character of the Property under Florida's Rural and Family Lands Protection Program. The Easement Purposes are to:

- **i.** Retain the Property forever as a working agricultural landscape
- **ii.** Preserve productive agricultural land sustaining long-term economic and ecological values
- **iii.** Provide natural habitat for fish, wildlife, plants, and similar ecosystems
- **iv.** Protect and enhance water bodies, aquifer recharge areas, wetlands, and watersheds; perpetuate open space on working lands containing Significant Natural Areas (SNAs)

HIGHEST AND BEST USE

After Scenario

Permitted SNA activities include prescribed burning, invasive species removal, native species restoration, scientific research, environmental education, and limited livestock grazing.

Property Description

The exact legal description is contained in Exhibit A. The Property is located in Manatee County, Florida, and is owned in fee simple by the Grantor (Thundercloud Ranch, LLC). It is a working agricultural landscape historically used for cattle grazing, with SNAs containing high-quality terrestrial or aquatic habitats, rare species habitat, and/or significant geological or historic features. The existing agricultural uses and ecological values are documented in the BDR, which serves as the objective baseline for monitoring compliance with the Easement terms.

Dual Grantee Structure — State Grantee vs. County Grantee

This easement is unique in that it is jointly held by two Grantees: the State (FDACS/Board of Trustees) and Manatee County. Key structural points:

- **1.** Inspection, monitoring, and enforcement rights (Articles V and VIII) are exclusively vested in the State Grantee. The County Grantee expressly defers to the State Grantee on all enforcement and compliance matters.
- **2.** Indemnification obligations (Article VIII.G) run in favor of both State Grantee and County Grantee and their respective officers, employees, and agents.
- **3.** Proceeds upon extinguishment or condemnation (Article X.D) are allocated between the two Grantees in proportion to each party's financial contribution to the easement acquisition.
- **4.** The right-of-first-negotiation on sale (Article X.G) runs to both Grantees jointly. Grantor must provide 45 days' notice to both parties before any sale or transfer.
- **5.** Amendments require mutual consent of all parties — Grantor, State Grantee, and County Grantee.

Article VII. Grantor's Reserved Rights

The Grantor retains fee simple title and the following rights, subject to Article VI prohibitions and compliance with applicable BMPs and laws:

Agriculture & Land Management

- **A.** Grantor retains underlying fee simple title in the Property, subject to this Easement, and all rights not conveyed to Grantees under Articles IV and V or prohibited by Article VI.
- **B.** Agricultural and Related Rights: continued agricultural uses identified in the BDR, including cattle grazing, improved pasture maintenance, and silvicultural operations; conversion of non-SNA areas to other agricultural uses; use of

HIGHEST AND BEST USE

After Scenario

fertilizers, pesticides, herbicides, and current agricultural technologies in accordance with BMPs; supplementation of cattle with minerals and hay; and installation, use, maintenance, and repair of non-commercial groundwater wells.

- **C.** The right to conduct silvicultural operations on the Property, with required consultation with State Grantee before any timbering within an SNA.
- **D.** The right to conduct prescribed burning and mechanical brush management, with required fire authorization from the Florida Forest Service.

Structures & Development

- **G.** The right to use, maintain, repair, and reconstruct existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and culverts as depicted in the BDR. Expansion of any such facilities requires advance written State Grantee approval. Cow pen expansion for normal cattle operations is allowed, except within SNAs.
- **K.** The right to construct new agricultural buildings (not for residential use) with advance written State Grantee approval.
- **N.** The right to install utility connections (electric, cable, water, sewer, communication, telephone) incidental to allowed uses; septic systems permitted outside SNAs where sewer is unavailable. New utility easements or rights-of-way require State Grantee approval.
- **O.** Intentionally deleted — no subdivision right reserved.
- **P.** Intentionally deleted — no building envelope reserved. No residential development site of any kind is permitted under this easement.

Recreation, Hunting & Agritourism

- **M.** The right to observe, photograph, introduce, and stock native fish or wildlife; use the Property for hiking, horseback riding, and other low-impact activities; retain and lease hunting and fishing rights; install temporary and readily removable hunting blinds, tree stands, wildlife food plots, and feeders; and conduct agritourism activities consistent with Florida Statutes and the Easement.

Ecosystem Services & Other Rights

- **E.** The right to mortgage the Property, with any mortgage lien subordinate to this Easement.
- **F.** The right to contest tax appraisals, assessments, taxes, and other charges on the Property.
- **H.** The right to sell, devise, or otherwise transfer fee title to the Property to a third party. No new easements, rights-of-way, or less-than-fee interests may be granted without advance written State Grantee approval.

HIGHEST AND BEST USE

After Scenario

- **Q.** The right to engage in ecosystem services projects or markets (environmental, natural resource, habitat, water restoration, carbon credits, etc.) provided such activities comply with all applicable law, are consistent with the Easement, and do not reduce agricultural production area by more than 10% of the total listed in the BDR. Grantor retains all conservation credits and proceeds.

Article VI. Prohibited Uses

The following uses are permanently prohibited on the Property unless expressly reserved above:

- **A.** Dumping of toxic, hazardous, biodegradable, or non-biodegradable offensive substances, trash, abandoned vehicles, appliances, machinery, or contaminants, beyond what is reasonably generated by permitted agricultural uses disposed of per applicable laws and BMPs.
- **B.** Mining, excavation, or extraction of subsurface materials including oil, gas, phosphate, sand, shell, limestone, and similar substances; dredging new canals; constructing new dikes; or disrupting natural surface or subsurface water flow. Grantor may construct and maintain wells, ditches, and water management structures incident to allowed uses.
- **C.** Planting of nuisance, exotic, or non-native plants as listed by the Exotic Pest Plant Council or UF/IFAS, except those approved by State Grantee for agricultural use. State Grantee may, at its expense, implement an exotic plant removal plan.
- **D.** Concentrated animal feeding operations not in compliance with applicable federal and state laws.
- **E.** New construction of buildings, mobile homes, or other structures, except as necessary for permitted agricultural uses or during emergency situations as expressly provided in this Easement.
- **F.** Construction or placing of billboards or other advertising, unauthorized utilities, or roads beyond those necessary for agricultural operations or other allowed uses.
- **G.** Fertilizer use inconsistent with NRCS/FDACS BMPs; no agricultural activities within a 100-foot buffer around sinkholes or karst features connected to spring conduits.
- **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 within SNAs.

HIGHEST AND BEST USE

After Scenario

- **L.** Unauthorized mitigation banks not authorized under and in compliance with Florida Statutes, Administrative Rules, or applicable federal mitigation bank programs.
- **M.** Construction, improvements, or conversion within any SNA, or any use that would impair, adversely impact, or destroy an SNA, including conversion to more intensive agricultural practices. Exception: temporary, readily removable hunting structures are permitted.
- **N.** Conversion of forested areas within SNAs to non-forested areas.

Note: No military compatibility restrictions are present in this easement. This is a standard RFLPP easement with no U.S. Air Force / REPI component.

Article IV. Rights Granted to the Grantees

The following rights are granted to both State Grantee and County Grantee jointly:

- **A.** All future residential, commercial, and industrial development rights are extinguished and terminated; such rights may not be used on or transferred to other property.
- **B.** The right to have all ad valorem taxes and assessments paid by Grantor.
- **C.** The right to prior notice (at least 45 days) before any sale or transfer of the Property.
- **D.** The right to indemnification by Grantor for all liabilities arising from negligent or willful acts on the Property.
- **E.** The right to indemnification by Grantor for liabilities for injury or property damage arising from conditions of the Property known or should have been known to Grantor.
- **F.** The right to have the Property maintained in accordance with the Easement terms.

Article V. Rights to Inspect, Maintain, and Enforce — State Grantee Only

The following rights are exclusively vested in the State Grantee; County Grantee defers entirely to State Grantee on these matters:

- **A.** The right to enforce protection of the Easement Purposes.
- **B.** The right to enter and inspect the Property at least annually with 7 days' advance written notice to monitor compliance.
- **C.** The right to conduct inspections per Rule Chapter 5I-7, F.A.C., using the Easement Monitoring Form (Exhibit C). Noncompliance triggers a corrective action plan at Grantor's expense.
- **D.** The right to prevent activity inconsistent with Easement Purposes and require restoration of damaged areas at Grantor's cost.

HIGHEST AND BEST USE

After Scenario

- **E.** The right to cut and remove timber damaged by natural disaster, fire, or infestation if Grantor fails to act within 60 days of written notice (at State Grantee's expense; proceeds inure to 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. Grantee will cooperate with Grantor in the enforcement of this prohibition.
- **B.** Scientific, Environmental, Conservation, and Educational Organizations. Grantor may, in its sole discretion, grant access to such organizations for studies or investigations consistent with the Easement Purposes.

Article VIII. State Grantee's Remedies

- **A.** Upon a violation, State Grantee provides written notice and demands corrective action. If not cured within 30 days, State Grantee may seek injunctive relief (including ex parte), damages (including for loss of scenic, aesthetic, or environmental values), specific performance, and/or restoration costs at Grantor's expense.
- **B.** State Grantee may apply damages recovered to the cost of corrective action. If circumstances require immediate action, State Grantee may act without prior notice or waiting for the cure period to expire.
- **C.** State Grantee's remedies apply equally to actual and threatened violations and are cumulative in addition to all remedies at law or in equity.
- **D.** Enforcement is at State Grantee's discretion; any forbearance does not waive State Grantee's rights.
- **E.** Grantor waives any defense of estoppel, adverse possession, or prescription.
- **F.** State Grantee may not bring action for injury resulting from causes beyond Grantor's control (fire, flood, storm, earth movement) or prudent emergency action by Grantor.
- **G.** Grantor shall hold harmless, indemnify, and defend both State Grantee and County Grantee and all Indemnified Parties from all liabilities arising from Grantor's acts, omissions, or conditions on the Property, except those caused by Grantees' negligence.
- **H.** With the exception of indemnification (Article VIII.G), all remedies are solely vested in the State Grantee. County Grantee defers to State Grantee on all enforcement actions.

HIGHEST AND BEST USE

After Scenario

Article X.G. Property Interest Transfers

Grantor must give written notice to both Grantees of any transfer of any interest in the Property. Key provisions:

- **1a.** If Grantor intends to publicly offer the Property for sale, Grantor must provide both Grantees at least 45 days' notice prior to the offering.
- **1b.** If Grantor receives an acceptable unsolicited offer, Grantor must notify both Grantees at least 45 days prior to executing a contract for sale.
- **1c.** Grantees have 30 days to notify Grantor of intent to negotiate acquisition. If no agreement is reached within 45 days of Grantees' notice, Grantor may sell free of this right.
- **1d.** Transfers to lineal descendants or Grantor-controlled entities are exempt from the right-of-first-negotiation.
- **2.** Subsequent Transfers. Grantor must notify State Grantee of the names and addresses of any transferee at least 45 days prior to transfer.
- **3.** Continuation of Agricultural Production. Any transferee must be certified in writing that the Property must continue in bona fide agricultural production. The Easement terms must be incorporated into any deed or legal instrument conveying any interest in the Property.
- **4.** Statement of Compliance. Grantor may request a written compliance statement from Grantees at least 45 days prior to any sale, mortgage, transfer, or long-term lease. Grantees must respond within 45 days.
- **5.** Grantor's Liability after Transfer. Upon transfer, Grantees will confer with the new owner within 30 days to plan transfer of Easement responsibilities. Grantor has no personal liability for obligations arising after conveyance of their interest.

Article X. Miscellaneous — Financial & Tax Responsibilities

- **A.** Costs and Liabilities. Grantor retains all responsibilities and bears all costs and liabilities of ownership, operation, upkeep, and maintenance, including adequate comprehensive general liability coverage. Grantor must keep the Property free of liens.
- **B.** Taxes. Grantor must pay all ad valorem taxes, assessments, fees, and charges before delinquency. State Grantee is authorized but not obligated to advance tax payments on 3 days' written notice; advances bear interest at the maximum lawful rate until repaid.
- **H.** Notices. All notices must be in writing and delivered personally or by first class or overnight mail. Initial electronic notice is acceptable when time is critical, but must be followed by written notice.

HIGHEST AND BEST USE

After Scenario

- **J.** Non-Homestead Certification. If a married Grantor signs without spousal joinder, they certify the Property is neither the homestead nor primary residence of either spouse.

Article X. Miscellaneous — Assignment & Amendments

- **C.** Extinguishment. The Easement may only be extinguished by judicial proceedings. Both Grantees are entitled to proceeds based on their respective Proportionate Shares, allocated in proportion to each Grantee's financial contribution to the easement acquisition.
- **D.** Proceeds. Grantees jointly hold a real property interest calculated as a proportionate share of the Property's fair market value. The allocation between State Grantee and County Grantee is based on each party's financial contribution. This ratio remains constant for purposes of any future extinguishment or condemnation.
- **E.** Condemnation. If the Easement is taken by eminent domain, both Grantees are entitled to their respective Proportionate Shares of any recovered proceeds.
- **F.** Assignment. State Grantee may assign the Easement only to a governmental entity in accordance with Florida law. All terms and conditions continue upon assignment.
- **K.** Amendments. Amendments require mutual written consent of all parties (Grantor, State Grantee, and County Grantee), executed with the formality of a deed and recorded in the public records.
- **L.** Controlling Law. The laws of the State of Florida govern the interpretation and performance of this Easement.
- **M.** Liberal Construction. The Easement shall be liberally construed in favor of the Grantees to effect the Easement Purposes. Ambiguous provisions shall be interpreted in favor of validity.
- **N.** Severability. Invalidity of any provision does not affect the remainder of the Easement.
- **P.** Successors. All covenants and restrictions are binding upon and inure to the benefit of heirs, successors, and assigns and run in perpetuity with the Property.

Appraisal Considerations

This easement is expected to have a significant impact on the highest and best use and market value of the Property. Key considerations include:

- **1.** Perpetual restriction — All future residential, commercial, and industrial development rights are extinguished (Article IV.A) and cannot be transferred to any other property.

HIGHEST AND BEST USE

After Scenario

- **2.** No subdivision permitted — Article VI.I expressly prohibits any subdivision of the Property.
- **3.** No building envelope — Both Article VII.O (subdivision) and Article VII.P (building envelope) are intentionally deleted. No residential development site of any kind is permitted. This is identical in restriction level to the Micco Bluff Ranch (MCW4) easement and more restrictive than the Dixie Ranch West (Family Tree / Grazing Kissimmee) easements, which each reserved one building envelope.
- **4.** No military overlay restrictions — This is a standard RFLPP easement with no U.S. Air Force / REPI component. There are no height limits, lighting restrictions, or smoke/glare prohibitions. This is consistent with Micco Bluff Ranch and contrasts with the two Dixie Ranch West REPI easements.
- **5.** Dual Grantee structure — This easement is uniquely co-held by both FDACS (State) and Manatee County. While enforcement is solely with the State Grantee, the County Grantee holds a co-interest in proceeds upon extinguishment or condemnation. This adds a layer of institutional complexity not present in the single-grantee Okeechobee County easements. Manatee County's co-interest should be noted in any encumbrance analysis.
- **6.** Different county — Property is in Manatee County, not Okeechobee County. Market conditions, land values, agricultural land markets, and comparable sales may differ significantly from the Okeechobee County easements previously summarized.
- **7.** Agricultural value preserved — Property retains value as a working cattle/agricultural operation (Article VII.B); ecosystem services may provide supplemental revenue streams not to exceed 10% reduction in agricultural production area (Article VII.Q).
- **8.** Single primary enforcement authority — Only the State Grantee (FDACS) holds enforcement rights. The County Grantee defers entirely. This is a simpler enforcement structure than the REPI easements but more complex than a purely single-grantee RFLPP easement due to the County's co-interest in financial proceeds.

HIGHEST AND BEST USE

After Scenario

Below is a summary chart of the comparison of rights before and after implementation of the proposed conservation easement which will encumber the entire subject.

Bundle of Rights	Before Easement	After Easement	Impact on Value
Conveyance	Owner has right to sell, mortgage, or lease property	Owner has right to sell, mortgage, or lease property but with a required notice to be made the easement owner	No impact.
Subdivision	Zoning allows subdivision into 5-acre tracts	Subdivision is prohibited	Very High negative impact
Development Rights	No limitations or restrictions governing residential uses	Residential use is prohibited	Very High negative impact
Agriculture Use	Minimal restrictions on the type, size, intensity, or conversion of different AG uses including right to continue cattle grazing and the right to expand and to convert from one agricultural use to another	Agriculture uses established by the Baseline Documentation may continue to be used for agricultural activities (including cattle grazing) with the right to convert any land to other agricultural or silviculture purposes and uses outside lands designated as an SNA. Any concentrated animal feeding operation must be in compliance with applicable federal and state laws. Property owner retains right to construct agricultural structures	Minimal negative impact
Hydrology	Construction of ponds, canals, and alteration of existing water flow is allowed as well as commercial water wells with proper permits	There are to be no dredging of new canals, dikes, manipulation of natural water bodies etc. except as consistent with BMPs for the type agricultural activities being conducted. New wells for agricultural use are allowed; commercial water wells are prohibited.	Moderate negative impact
Forestry	Right to harvest all timber in the uplands and/or the wetlands as permitted by local ordinances	Grantor retains right to timber using best management practices in areas depicted as agricultural areas in the Baseline Documentation. Grantor retains right to silvicultural operations.	No impact
Mining	Unrestricted	Prohibited	Minimal negative impact
Easements, Right-of-Ways	No limitations	No easements or right of ways shall be granted without prior approval, but normal utility connections are permitted. The granting of easements for power lines, gas lines, sewer lines, waterlines, telecommunication towers, and wind farms are permitted with prior approval from the Grantee.	Minor impact
Passive Recreation	Unrestricted	Unrestricted	No impact
Quiet Enjoyment	Exclusive to property owner	Easement owner has right to access for monitoring	Minor impact – intrusion for monitoring and another layer of government intervention

HIGHEST AND BEST USE

After Scenario

CONCLUSION: In this division of real property rights, the rights of the easement owner override those of the fee owner and prevent the property owner from achieving the highest and best use indicated in the Before analysis. The acquisition of the perpetual conservation easement eliminates some uses of the encumbered property, including severely restricting subdivision and residential development, with the easement owner presiding over most aspects of the protected property that have any potential of affecting natural resources. Right or wrong, the market's perception of working with a government agency is that it is cumbersome, risky and difficult. Agencies are perceived to be slow at making decisions, which is the opposite of the needs of the profit-driven private sector. The market has a pessimistic view of this type of partnership arrangement, and without a significant price differential, the market will choose unencumbered fee simple land if given the choice.

After implementation of the proposed conservation easement, the 1,042.37-acre subject property's residential potential, along with any subdivision/parcel split, is eliminated. The severity of prohibiting any residential use or parcel split over the subject has very high negative impacts on the highest and best use, considering the subject's size at over 1,400 acres and the paved state road frontage could accommodate subdivision. Any purchaser of a large rural tract in this market would expect some type of residential entitlements, however small.

In the after situation, the use for the land will be limited to two continued recreational use including its current use as a private hunting club along with agriculture and personal use of the land, with any residential use prohibited. Any agricultural uses that would be appropriate for the subject are permitted under the easement.

Therefore, it is our opinion that the highest and best use of the subject property after the proposed acquisition of the conservation easement will be limited to continued use for cattle grazing along with recreational activities, with rights to convert the areas outside the SNAs to other agricultural uses. Residential use and parcel split/subdivision are prohibited.

THE APPRAISAL PROCESS

This appraisal is the result of an orderly process in which the data used to estimate the value of the subject is acquired, classified, analyzed, and presented. This is accomplished through the use of three appraisal approaches; namely the cost, sales comparison and income approaches.

The basis for these three approaches is the principle of substitution which affirms that a prudent purchaser has three alternatives available; either to buy a vacant site and develop a similar property (cost approach), acquire an equally desirable existing property offering comparable utility (sales comparison approach), or acquire a substitute income stream of comparable quality, quantity and durability (income approach).

All three approaches to value were considered; however, in the case of the subject, the sales comparison approach in the form of the land value analysis was utilized to estimate fee simple value of the land, as ample sales were available. The cost approach was not applicable as there are no existing improvements that contribute independently to the value of the property. The income approach would not be used to estimate market value of properties of this type as they are typically not purchased for their income producing capabilities.

To apply the sales comparison approach, appraisers follow a systematic procedure:

1. Research the competitive market for information on properties that are similar to the property being appraised and that have been sold recently, or were listed for sale, or are under contract. Information on agreements of sale, options, listings, and bona fide offers may also be collected. The characteristics of the properties such as property type, date of sale, size, physical condition, location, and land use constraints should be considered. The goal is to find a set of comparable sales or other evidence such as property listings or contracts as similar as possible to the subject property to ensure they reflect the actions of similar buyers. Market analysis and highest and best use analysis set the stage for the selection of appropriate comparable sales.

2. Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's–length market considerations. Verification should elicit additional information about the properties such as buyer and seller motivations, economic characteristics (if the property is income-producing), value component allocations, and other significant factors as well as information about the market to ensure that comparisons are credible.

THE APPRAISAL PROCESS

3. Select the most relevant units of comparison used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit, price per lot or proposed lot, price per room) and develop a comparative analysis for each unit. The goal is to define and identify a unit of comparison that explains or mirrors market behavior.

4. Look for differences between the comparables being considered and the subject property using all appropriate elements of comparison. Then adjust the price of each comparable, reflecting how it differs to equate it to the subject property or eliminate that property as a comparable. This step typically involves using the most similar properties and then adjusting for any remaining differences. If a transaction does not reflect the actions of a buyer who would also be attracted to the subject property, an appraiser should be concerned about comparability and the wisdom of relying on that comparable as a basis for comparison.

5. Reconcile the various value indicators produced from the analysis of comparables into a value indication from the sales comparison approach. A value can be expressed as a single point estimate, as a range of values or in terms of a relationship (e.g., more or less than a given amount).[9]

This valuation method will be used in both the Before and After approaches and since only the sales comparison approach is used, there will be no reconciliation from separate value indications. The impact or diminution in market value caused by implementing the conservation easement on the entire subject property is estimated by subtracting the after value as encumbered from the before fee simple value. These valuations are presented in the following two sections of the report with the as-is or before 'fee simple' value (subject to the items listed in the title commitment) presented first, followed by the hypothetical after or 'encumbered' value estimate. The recapitulation or estimated impact of the conservation easement follows the two independent valuation sections.

[9] *The Appraisal of Real Estate*, 15th ed. (Chicago: Appraisal Institute, 2020), Page 355.

LAND VALUE ANALYSIS – BEFORE SCENARIO

To estimate the market value of the subject property in fee simple, a search of public records was conducted for recent sales of medium to large agricultural/recreational properties located within the general vicinity of the subject, expanding outward until an adequate number of recent land transactions were found. After excluding sales for various reasons, the data set was pared down to 4 transactions, ranging in size from 1,204.55 to 4,158.00 acres, selling from 2023 to the present, that adequately captured the market for the subject.

The data considered are located within Hillsborough, Polk, and Okeechobee Counties, and the comparable sales utilized in this analysis are considered to be the most reflective and applicable for comparison to the subject property. Each sale was analyzed on a price per gross acre basis. Please note that there were no recent land sales in Manatee County that were appropriately sized for analysis, however we have analyzed a November 2023 sale of 1,198 acres within Manatee County as a supplemental sale.

The relative comparability of each sale is considered in arriving at a final estimate of value for the subject by use of a qualitative analysis, which ascribes a quality factor of similar, superior, or inferior for each sale characteristic. If the characteristic of the sale is similar to the subject, no consideration is given and it is neutral. An inferior characteristic would require a positive adjustment to be made to the sale to make it similar to the subject if dollar adjustments were used. Conversely, a superior characteristic would require negative consideration. Each sale was analyzed and compared to the subject with regard to the following qualities:

INTEREST CONVEYED: All of the sales were transferred in fee simple, subject to easements typical for rural properties, and required no adjustment.

CONDITIONS OF SALE: Adjustments under this category reflect atypical motivations of the buyer and/or seller. If the sale reflects unusual situations, an appropriate adjustment must be made for motivation, or conditions of sale. All sales were typically motivated arm’s length transactions and required no adjustment.

MARKET CONDITIONS: This adjustment relates to the economic climate and market demand occurring at the time of sale compared to the effective date of value. As 1 occurred in 2023, an inferior rating was given as the market for properties in the region has been increasing. Sales 2, 3, and 4 occurred from late 2024 to present and required no adjustment.

GENERAL LOCATION: Compares the property’s proximity to urban services and areas along with the general character and land uses of the neighborhood of the sale, compared to the subject.

LAND VALUE ANALYSIS – BEFORE SCENARIO

SIZE/SHAPE: Typically, there is a relationship between the size of a tract and the price paid per acre in this market; as the size increases, the price per acre tends to decrease when the size is great enough in this market.

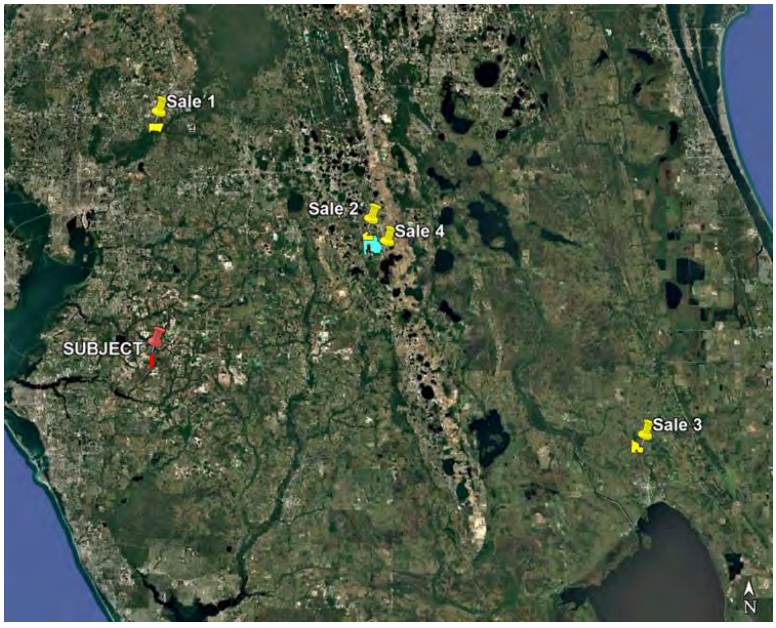
ACCESS and EXPOSURE: This adjustment compares the ease of entry onto and exit from the property, along with exposure to surrounding land uses. The amount and quality of road frontage and access routes are factors that the market considers when purchasing agricultural properties in this market. This adjustment also considers river/creek frontage.

TOPOGRAPHY/SITE IMPROVEMENTS: The physical attributes of the comparable properties are considered as factors for adjustment. These include the overall condition of the land/pasture, natural features such as wetland and environmental areas, its current and past use, and soils, and the type and amount of site improvements existing at the time of sale, if applicable.

BUILDING IMPROVEMENTS: This adjustment compares the age, condition, and quality of building improvements, including residential and agricultural structures, compared to the lack of structures on the subject property.

ZONING/FUTURE LAND USE: This adjustment compares the future land use designations and zoning permitted uses along with allowed residential density. This adjustment also considers the potential of the property for development to a higher and better use than currently in place.

A summary of the sales and adjustments used in the sales comparison approach as well as a general discussion of the sales follows. A sale location map is below:

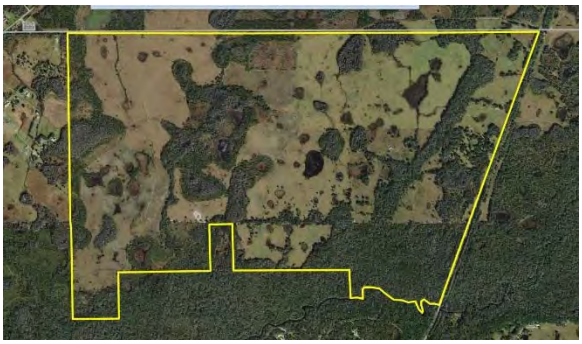


LAND VALUE ANALYSIS – BEFORE SCENARIO

THUNDERCLOUD RANCH BEFORE FEE SIMPLE LAND SALES SUMMARY CHART					
Sale No.	***Subject - Thundercloud Ranch***	**Sale 1**	**Sale 2**	**Sale 3**	**Sale 4**
County	*Manatee*	Hillsborough	Polk	Okeechobee	Polk
ORBk/Page	*N/A*	2023054207	13265/1133-1137	2025007729, 2025007737, & 2025008444	13350/657
Grantor	*Thundercloud Ranch, LLC*	Hickory Hills Land Company & Brown Hammock Ltd., LLLP	Crews Cattle and Citrus, Inc.	Susan L. Bowman, Michael B. Gordon, Oreamnos Mtn, LLC formerly Taylor Creek Ranch, LTD	5R Ranch LLLP
Grantee	*N/A*	EPG1, LLC	Stoneridge Park, LP	Rustic Acres, LLC Grace Land Ranch, LLC Williamson Cattle Company	RMD Inland Investors, LLC 50% EPC Holdings 808, LLC 41% Trilogy Land Holdings, LLC 9%
Location	*Located along the south side of State Road 62/Wauchula Road, approximately 11 miles east of Parrish, and 8 miles west of Duette, in northern Manatee County, Florida.*	Located along the west side of US Highway 301, just east of Morris Bridge Road, abutting the Hillsborough River State Park, along the south side of the Pasco/Hillsborough County line, the Thonotosassa area of northeast Hillsborough County	Located along the east side of the 100-foot-wide CSX Railroad right of way that parallels the east side of Crews Road, south side of Seaboard Coastline Railroad, just west of Lake Wales Municipal Airport/Lake Wales City Limits, south of State Road 60, west of US Highway 27, southern Polk County	An interior parcel located at the northern terminus of NW 50th Drive (Hillard Road), 1.3 miles west of US Highway 441 in south central Okeechobee County, lying on both sides of Taylor Creek. This location is six miles north of State Road 70 and the City of Okeechobee.	Located along the west side of US 27, ±1 mile south of State Road 60, along the north side of Alturas Babson Park Cutoff Rd, east side of the 100-foot-wide CSX Railroad right of way that parallels the east side of Crews Road, southern Polk County
Sale Date *Date of Valuation*	*March 23, 2026*	February 8, 2023	September 10, 2024	July 18, 2025 & August 6, 2025	November 25, 2024
Sale Price	*N/A*	$35,000,000	$20,700,000	$28,391,200	$50,000,000
Size (Acres)	*1,042.37*	1,958.00	1,204.55	2,278.00	4,158.00
Price/Acre	***N/A***	**$17,875**	**$17,185**	**$12,463**	**$12,025**
Wetland %	*6.0%*	17.0%	28.0%	11.0%	35.0%
Future Land Use Plan	*AG-R* *1 unit per 5 acres*	Planned Environmental Community 1 unit per 2 acres	A/RR - 1 unit per 5 acres BPC-1 Business Park ±10.50 acres	Agriculture 1 unit per 10 Acres	A/RR 1 unit per 5 acres
Comments	*The property consists of native upland scrub habitat and pine flatwoods.* *Building improvements are minimal, consisting of two wood frame quail and pigeon coops.*	Land consists of pastures in the north with native uplands and wetlands concentrated in the south in proximity to Hillsborough River/Hillsborough River State Park. Property abuts the Tampa Service Area along the western boundary. Purchased by Eisenhower Property Group, a Tampa area developer for a development known as Two Rivers Reserve, consisting of 972 residential units, 45,000 square feet of neighborhood commercial uses, private equestrian uses, and private golf course.	Land consists of open improved pastures and scattered freshwater marsh with some native lands scattered throughout. ±50 acres in the south consist of a former citrus grove/bedded land. At time of sale, the property was located just outside the city limits of Lake Wales to the east. 1 month after closing the owners submitted an annexation and master development plan for an industrial and residential mixed use project known as Stoneridge with final approvals received on May 20, 2025.	The property had been marketed as a 2,323-acre parcel for $8,500 by the seller Richard Bowman since late 2022. Family members worked out a division of the 4,629 acre ranch at mediation, which was finalized on January 25, 2025, when three interested buyers provided offers, and the contracts that followed. This sale price reflects the gross price paid by 3 buyers for individual portions of the property. There were no significant structural improvements on the property. Property has frontage on both sides of channelized Taylor Creek.	The property consists of upland improved pastures and low-lying freshwater marsh and forested wetlands. The wetlands are primarily concentrated along the eastern boundary, with a large wetland extending into the property's interior. These wetlands are drained by the Peace Creek Drainage Canal that flows through the property from the north. Building improvements consist of a 1,474 square foot under air 3-bedroom 2-bathroom CBS residence built in 1979, a 1,028 square foot under air (2,080 Gross SF) 2-bedroom 2-bathroom wood frame residence built in 1979.
QUALITATIVE ANALYSIS					
Interest Conveyed		Similar	Similar	Similar	Similar
Conditions of Sale		Similar	Similar	Similar	Similar
Market Conditions		Inferior	Similar	Similar	Similar
General Location		Very Superior	Superior	Inferior	Superior
Size/Shape		Similar	Similar	Inferior	Very Inferior
Access/Exposure		Similar	Inferior	Inferior	Similar
Topography and Site Improvements		Slightly Inferior	Inferior	Similar	Very Inferior
Building Improvements		Similar	Similar	Similar	Similar
Zoning/Future Land Use Designation		Very Superior	Very Superior	Inferior	Superior
Overall Comparability		**Superior at $17,875 per Acre**	**Superior at $17,185 per Acre**	**Inferior at $12,463 per Acre**	**Inferior at $12,025 per Acre**

LAND VALUE ANALYSIS – BEFORE SCENARIO

SALE 1 is the February 2023 sale of 1,958.00 acres for $35,000,000 or $17,875 per acre. The property was purchased in an arm's-length transaction by Eisenhower Property Group, a Tampa area developer, for the development of a project known as Two Rivers Reserve, consisting of residential units, neighborhood commercial, along with a private golf course and equestrian uses.



- Interest Conveyed: Similar. Sale 1 transferred in fee simple with no significant encumbrances.

- Conditions of Sale: Similar, as it was a typical arm's-length transaction purchased by a local real estate developer for development.

- Market Conditions: Inferior, as the sale occurred in early 2023, with the general market for real estate increasing since then.

- General Location: Very Superior. Sale 1's location in northern Hillsborough County, along the Pasco County line, several miles north of the subject, has been experiencing considerable new development, including the recently approved Two Rivers Reserve development to the north, Riverwood Estates to the east, and River Run to the northeast.

- Size/Shape: Similar. At 1,958.00 acres, Sale 1 is similar in size to the subject.

- Access/Exposure: Similar. Access to the property is via US Highway 301 along the eastern boundary, which is similar to the subject for vehicular access. The property also has some frontage along the Hillsborough River in the southeast corner the property. However, this was not a major feature for its future use as a residential development, as any development requires considerable setbacks from any waterway.

- Topography/Site Improvements: Slightly Inferior. Sale 1 consists of improved pastures to the north and west, with wetlands covering 17%. The wetlands on the property are primarily native in state consisting of forested wetlands concentrated around the Hillsborough River and Indian Creek in the southeast that are less desirable compared to the subject's lower wetland ratio and land coverage consisting of upland scrub and pine flatwood habitat.

LAND VALUE ANALYSIS – BEFORE SCENARIO

- Building Improvements: Similar. Sale 1's building are minimal, consisting of minor and slurry agricultural structures that made no contribution to value and were rated similar to the subject's lack of significant structures.

- Zoning/Future Land Use Designation: Very Superior. Sale 1 had a PD Planned Development zoning with a PEC Planned Environmental Community future land use designation, allowing 1 residential unit per 2 acres, along with neighborhood commercial uses. The zoning/future land use designations have been on the property since 2008. The development plan, known as Two Rivers Reserve, was finalized with Hillsborough County in 2025, consisting of 972 residential units, 45,000 square feet of neighborhood commercial, equestrian uses, and a private golf course.

  Due to the significantly more intensive development permitted on this property, a very superior rating was given compared to the subject's agricultural future land use designation, which permits only 1 residential unit per 5 acres.

Overall, Sale 1 was rated superior to the subject at $17,875 per acre.

LAND VALUE ANALYSIS – BEFORE SCENARIO



SALE 2 is the September 2024 sale of 1,204.55 acres for $20,700,000 or $17,185 per acre. The property was purchased in an arm's-length transaction for the development of a project known as Stoneridge Park, consisting of industrial and residential mixed uses on this property, along with adjacent lands to the north.

Currently, portions of this sale property, along with adjacent lands to the north fronting State Road 60 totaling 469 acres, are offered for sale through LSI Companies with site plans for industrial use at $60,000,000.

- Interest Conveyed: Similar. Sale 2 transferred in fee simple with no significant encumbrances.

- Conditions of Sale: Similar, as it was a typical arm's-length transaction purchased for eventual development.

- Market Conditions: Similar, as the sale occurred in late 2024.

- General Location: Superior. Sale 2's location in the Lake Wales area of southern Polk County has been experiencing new development, including the recently annexed Lake Wales Commons project along the north side of State Road 60, consisting of approximately 3,200 residential units, along with 1,200,000 square feet of light industrial and 750,000 square feet of commercial uses on 558 acres.

- Size/Shape: Similar. At 1,204.55 acres, Sale 2 is similar in size to the subject.

- Access/Exposure: Inferior. Access to the property is via minor frontage along West Lake Wales Alturas Road along the property's northwestern corner, which crosses over the CSX Railroad and Seaboard Coastline Railroad. This was rated inferior to the subject's State Road 62 frontage, however the property has extensive railroad frontage that could be beneficial for industrial users, evidenced by a potential site plan where industrial buildings are connected to the railroad.

- Topography/Site Improvements: Inferior. Sale 2 consists of improved pastures with wetlands covering 28%. The wetlands on the property are primarily native in state, consisting of freshwater marsh located throughout the body of the property, which are less desirable compared to the subject's lower wetland ratio and land coverage consisting of upland scrub and pine flatwood habitat.

LAND VALUE ANALYSIS – BEFORE SCENARIO

- Building Improvements: Similar. Sale 2 lacked any structures, similar to the subject.

- Zoning/Future Land Use Designation: Very Superior. At the time of sale, Sale 2 had an A/RR (Agricultural) future land use designation allowing 1 residential unit per 5 acres over the majority of the property, with ± 10.5 acres within a BPC-1 Business Park. On November 21, 2024, approximately one month after closing, the owners submitted a Master Development Plan, future land use and zoning change, along with an annexation plan to incorporate the sale property and other lands under the Stoneridge Park, LP ownership into the City of Lake Wales.

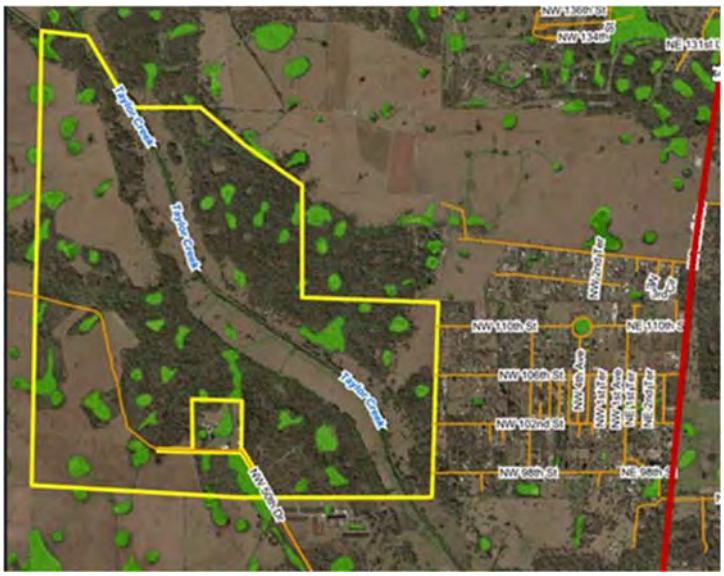
  Final approvals, along with the annexation into the City of Lake Wales, were received on May 20, 2025, for a project known as Stoneridge Park on 1,287 gross acres, which includes 2,400 single-family detached residences, 550 multi-family residences, 4,000,000 square feet of industrial use, and 410,000 square feet of mixed-use. On the sale property, industrial uses are on the northern 365 acres; residential/mixed uses on the southern 749 acres; mixed use on 10 acres to the west; and the balance consists of public use within the center of the property.

  As the property was well-positioned for more intense development than the A/RR future land use designation at the time of sale, permitting a maximum residential density of 1 residential unit per 5 acres, a very superior rating was given for zoning/future land-use designation when compared to the subject's AG-R future land use, allowing one unit per 5 acres, which is unlikely to change in the foreseeable future.

Overall, Sale 2 was rated superior to the subject at $17,185 per acre.

LAND VALUE ANALYSIS – BEFORE SCENARIO

SALE 3 is the July 18, 2025 and August 6, 2025 sale of 2,278.00 acres for $12,463 per acre. The property was purchased in three arm's-length transactions by three separate entities for recreational and agricultural uses. This sale is a combination of these three transactions, as the seller negotiated the transaction as a single bulk sale and left it to the buyers to divide the land and set prices amongst themselves.



- Interest Conveyed: Similar. Sale 3 transferred in fee simple with no significant encumbrances.

- Conditions of Sale: Similar, as it was a typical arm's-length transaction for continued agricultural and recreational use with no premium paid.

- Market Conditions: Similar, as the sale occurred in mid 2025, and no definitive market trend could be observed.

- General Location: Inferior. Sale 3's location in central Okeechobee County is not influenced by new residential development.

- Size/Shape: Inferior. At 2,278 acres, Sale 3 is considerably larger in size than the subject.

- Access/Exposure: Inferior. Access to the property is via paved Hilliard Road that terminates near the property's southern boundary, which is less desirable to the subject for vehicular access from a future development standpoint. The property also has frontage along both sides of channelized Taylor Creek that flows southeasterly through the property. When compared to the subject property's desirable State Road 62 frontage, Sale 3's inferior lack of paved road frontage was outweighed by its Taylor Creek exposure.

- Topography/Site Improvements: Similar. Sale 3 has extensive upland forested native areas consisting of large contiguous areas of upland oak and palm hammock. The land consists of a mix of 47% improved pasture, upland forested native pine flatwoods, and extensive oak hammock along the Taylor Creek corridor.

LAND VALUE ANALYSIS – BEFORE SCENARIO

Wetlands cover 11% of the land, consisting of mixed wetland hardwoods and freshwater marsh, which are attractive features for two of the purchasers' intended recreational uses. Due to the relatively low wetland ratio along with extensive areas of forested native lands, Sale 3's topography is similar to the subject's land, consisting of native upland scrub habitat and pine flatwoods.

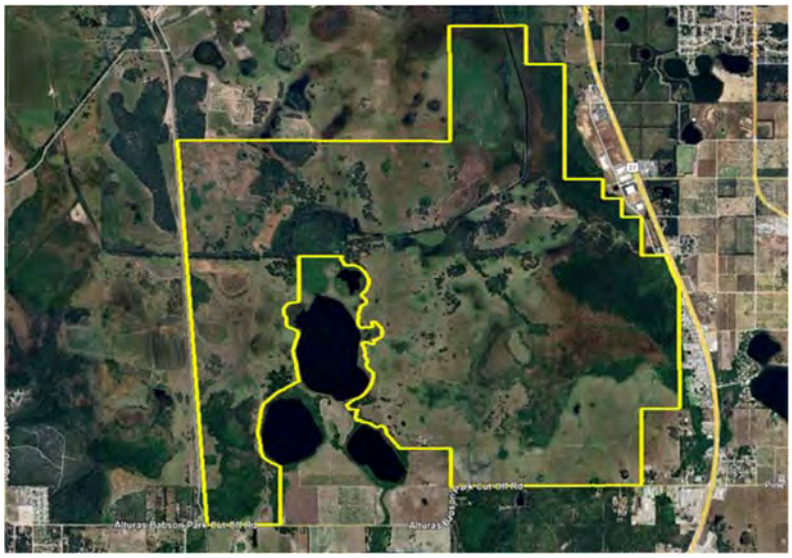
- Building Improvements: Similar. Sale 3's building are minimal, consisting of an older cabin in poor condition, currently uninhabitable, and a pole barn covering two mobile home units that made no contribution to value and were rated similar to the subject's lack of structures.

- Zoning/Future Land Use Designation: Inferior. Sale 3's Okeechobee County Agriculture Future land use designation, allowing one residential unit per 10 acres with paved roads or 1 unit per 40 acres with unpaved roads, was rated inferior to the subject's AG-R future land-use, allowing 1 unit per 5 acres from a future development standpoint.

Overall, Sale 3 was rated inferior to the subject at $12,463 per acre.

LAND VALUE ANALYSIS – BEFORE SCENARIO

SALE 4 is the November 2024 sale of 4,158.00 acres for $50,000,000 or $12,025 per acre. The property was purchased in an arm's-length transaction by Richland Communities, a land development company for long-term holding and eventual development when demand dictates.



- Interest Conveyed: Similar. Sale 4 transferred in fee simple with no significant encumbrances.

- Conditions of Sale: Similar, as it was a typical arm's-length transaction purchased for eventual development.

- Market Conditions: Similar, as the sale occurred in late 2024.

- General Location: Superior. Sale 4's location in the Lake Wales area of southern Polk County has been experiencing new development, including the recently annexed Lake Wales Commons project along the north side of State Road 60, consisting of approximately 3,200 residential units, along with 1,200,000 square feet of light industrial and 750,000 square feet of commercial uses on 558 acres. In addition, 1,287 acres abutting Sale 4 to the north were annexed into the City of Lake Wales and received approvals for a mixed-use project known as Stoneridge Park, consisting of 2,400 single-family residences, 550 multi-family residences, 4,000,000 square feet of industrial use, and 410,000 square feet of mixed-use.

- Size/Shape: Very Inferior. At 4,158.00 acres, Sale 4 is considerably larger than the subject property.

- Access/Exposure: Similar. Access to the eastern portion of the property is via frontage along the west side of US Highway 27, with access along the southern boundary via frontage and driveways along Alturas Babson Park Cutoff Road, both are paved roads, similar to the subject's State Road 62 frontage. It must be noted that there is no improved access or crossovers along the property's western boundary fronting the CSX Railroad/Crews Road, this railroad frontage could be a beneficial use for future industrial development, evidenced by a potential site plan on lands to the north where future industrial buildings are connected to the railroad.

LAND VALUE ANALYSIS – BEFORE SCENARIO

- Topography/Site Improvements: Very Inferior. Sale 4 consists of improved pastures with wetlands covering 35%. The wetlands on the property are primarily native in state, consisting of freshwater marsh and forested wetlands concentrated within the body of the property, which are less desirable, especially considering it from a future development standpoint, when compared to the subject's significantly lower wetland ratio and land coverage consisting of upland scrub and pine flatwood habitat.

- Building Improvements: Similar. Sale 4's building improvements included two older residences built in 1979, 3,042 square foot steel barn built in 1970, along with other minor ancillary agricultural structures that were in average condition and had no contribution to value similar to the subject.

- Zoning/Future Land Use Designation: Superior. Sale 4 has an A/RR (Agricultural) future land use designation, allowing 1 residential unit per 5 acres by Polk County, which is currently similar to the subject's AG-R designation. However, this property abuts the city limits of incorporated Lake Wales to the north and east, which has recently annexed 1,287 acres to the north and approved a large mixed-use project known as Stoneridge Park in 2025.

  Due to the City of Lake Wales' willingness to incorporate large tracts of land in the area for intense development, a superior rating was given for zoning/future land-use designation when compared to the subject's AG-R future land use, allowing one unit per 5 acres, which is unlikely to change in the foreseeable future.

Overall, Sale 4 was rated inferior to the subject at $12,025 per acre.

LAND VALUE ANALYSIS – BEFORE SCENARIO

Conclusion

After adjustment, the fee-simple sales are arrayed as follows:

Sale 1 is superior at		$17,875 per acre
Sale 2 is superior at		$17,185 per acre
	- SUBJECT PROPERTY-	
Sale 3 is inferior at		$12,463 per acre
Sale 4 is inferior at		$12,025 per acre

The data establishes that the market value of the subject property should fall within the broad range of $12,025 to $17,875 per acre, better refined between $12,463 to $17,185 per acre.

Considering the preceding analysis, we have concluded at a fee simple market value for the subject at a rounded $16,000 per gross acre, which is just above the midpoint of the refined range. Our market value conclusion takes into account the encumbrances listed in the title policy provided, which includes the natural gas pipeline that bisects the property in the south. Our market value conclusion falls within the upper end of the refined range, taking into account the subject's desirable location in northern Manatee County, with attractive topography consisting of upland scrub and native pine habitat, which are desirable features for residential and recreational users in this market.

Our market value conclusion must be below superior rated Sales 1 and 2, due to their more transitional immediate locations experiencing a considerable amount of new development, evidenced by where both properties have recently received approvals for large-scale development projects.

The subject's market value conclusion of $16,000 per acre falls well above the inferior-rated Sale 3, as it should, given the property's interior nature and lack of paved road frontage, which are not desirable from a development standpoint.

LAND VALUE ANALYSIS – Before SCENARIO

Conclusion

Our market value conclusion at $16,000 per acre falls well above a November 2023 sale of 1,198 acres at $14,975,000 or $12,500 per gross acre. The property is an interior tract located 5 miles west of the subject and consists of improved pastures that were farmed years ago, with wetlands covering 8.5% of the property. Native lands are minimal, consisting of forested uplands and wetlands in proximity to Tyre Creek that flows through the property in the south. The overall sales price of $12,500 per acre falls well below the market of the subject due to the property's interior nature accessed by an unpaved easement, along with its older date of sale occurring in late 2023, and also evidenced where it falls in line with inferior rated Sales 3 and 4 giving additional support to our $16,000 per acre conclusion.



Based upon our investigation and subject to the assumption and limiting conditions set forth herein, it is our opinion that the market value of the fee simple interest in the subject property subject to the encumbrances discussed as of March 23, 2026, was:

1,042.37 acres at $16,000 per acre =	$16,677,920
	ROUNDED $16,680,000

LAND VALUE ANALYSIS – AFTER SCENARIO

The purpose of this assignment is to estimate the impact on market value of a proposed perpetual conservation easement on the subject property, which requires the use of a Before and After analysis, with the difference being the impact of the easement.

Estimating the After value requires us to assume that the perpetual conservation easement has been implemented, when in fact it has not. If negotiations prove successful, a perpetual conservation easement will encumber the majority of the subject. However, the timing of this encumbrance is uncertain and will depend on several factors, including the length of the due diligence period and the closing date. For the After scenario, we have assumed that the perpetual conservation easement described in this report is in force (see Extraordinary Assumption and Hypothetical Condition).

For this assignment, in the After situation, we will analyze the subject as if encumbered with the proposed conservation easement covering the entire subject property.

To estimate the market value of the subject property as encumbered by the proposed conservation easement in favor of the State of Florida, a search of public records was conducted for recent sales of medium to large agricultural/recreational properties that were similarly encumbered, starting within the general vicinity of the subject in Manatee and surrounding counties. Because not enough similarly encumbered land sales were found close by, the search was expanded to other areas of Florida, including Okeechobee and Polk County.

For our analysis, we have researched the sales of encumbered lands by governmental entities, specifically the State of Florida and the Atlantic Coast Conservancy. We relied on these transactions for analysis, as they were arms-length sales purchased at market for low-intensity agricultural, recreational, and/or low-density rural residential estate potential, which is similar to the subject in the after condition. Four of the most recent market transactions of properties that sold with conservation easements in place were considered in the sales comparison approach for the After scenario. The comparable sales in this analysis range from 758.05 to 1,471.24 acres. They are considered the most reflective and applicable for comparison to the subject and were analyzed on a price per gross acre basis.

In this analysis, we have placed emphasis on the following key terms of the proposed conservation easement. These terms place severe restrictions on or eliminates several potential uses for the property and therefore impacts utility and highest and best use, briefly described as follows:

LAND VALUE ANALYSIS – AFTER SCENARIO

- No permitted residential density. After the proposed conservation easement is implemented, the encumbered portion of the subject's residential potential is eliminated. This is a severe restriction, as it eliminates all of the subject's rural residential utility, which is a considerable factor for rural properties in this market.

  However, agricultural structures are permitted with prior approval from the easement holder, provided that such buildings shall not be used as residences.

- Parcel split/subdivision is prohibited. In the After situation, the subject cannot be subdivided into individual agricultural/recreational parcels. This is a severe restriction, given the subject's size at just over 1,000 acres, which could be divided into several ranching and recreational tracts.

- In addition to the restrictions of potential uses described above, the subject retains the right to continue the current agricultural uses, which include the right to convert lands into other more intense agricultural and silvicultural uses. However, conversion into more intense agricultural uses would degrade the subject's attractive upland native landscape.

The relative comparability of each sale is considered in arriving at a final estimate of value for the subject by use of a qualitative analysis, which ascribes a quality factor of similar, superior, or inferior for each sale characteristic. If the characteristic of the sale is similar to the subject, no consideration is given and it is neutral. An inferior characteristic would require a positive adjustment to be made to the sale to make it similar to the subject if dollar adjustments were used. Conversely, a superior characteristic would require negative consideration. Each sale was analyzed and compared to the subject with regard to the following qualities:

INTEREST CONVEYED: This adjustment considers any fee simple lands outside of the encumbrance. Encumbered Sale 1 transferred with a significant amount of fee simple lands outside of the easement, and rated very superior. Encumbered Sale 2 sold with a small amount (5 acres) of fee simple lands that can adequately support a residence and agricultural structure, and rated superior. Encumbered Sales 3 and 4 sold with no fee simple lands, and rated similar.

CONDITIONS OF SALE: Adjustments under this category reflect atypical motivations of the buyer and/or seller. If the sale reflects unusual situations, an appropriate adjustment must be made for motivation or conditions of sale. All encumbered sales analyzed consisted of arms-length transactions, and no conditions of sale adjustment were necessary.

LAND VALUE ANALYSIS – AFTER SCENARIO

MARKET CONDITIONS: This adjustment reflects the economic climate and market demand prevailing at the time of sale. As Encumbered Sale 3 occurred in late 2023, an inferior rating was given for market conditions, as the general market for encumbered lands has increased since then. All other encumbered land sales analyzed occurred from late 2024 to the present and sold during an overall similar market, and no adjustment for market conditions was necessary.

Note that the market for encumbered lands is considerably smaller and has not been positively impacted to the same degree as rural fee simple lands.

GENERAL LOCATION: Compares the property's proximity to urban services and areas, as well as the general character and land uses of the surrounding neighborhood.

SIZE: Typically, there is a relationship between the size of a tract and the price paid per acre in this market; as the size increases, the price per acre tends to decrease when the size is great enough.

ACCESS/EXPOSURE: This adjustment compares the ease of entry onto and exit from the property, as well as exposure to surrounding land uses. The amount and quality of road frontage and access routes are not as crucial to the market as they are in fee simple sales, because encumbered lands are not purchased for future development potential, where road frontage and exposure are essential for parcel splits or rural residential development.

TOPOGRAPHY/SITE IMPROVEMENTS: The physical attributes of the comparable properties are considered as factors for adjustment. These include the overall condition of the land/pasture, natural features such as wetland and environmental areas, its current and past use, and soils, and the type and amount of site improvements existing at the time of sale, if applicable.

BUILDING IMPROVEMENTS: This adjustment compares the age, condition, and quality of building improvements, including residential and agricultural structures, to the lack of significant building improvements on the subject.

PERMITTED USES: Key factors that affect the impact of conservation easements include subdivision restrictions, permitted uses, and residential entitlements. The uses permitted under conservation easements can vary, and the sales with the most comparable characteristics to those of the proposed conservation easement for the subject were used in our analysis. An inferior rating would indicate that the easement in place on the comparable is more restrictive than the easement on the subject, while a superior rating indicates the easement on the sale is less restrictive.

LAND VALUE ANALYSIS – AFTER SCENARIO

This adjustment considers the subject's lack of residential entitlements over the easement area, with subdivision prohibited, along with the right to convert lands into more intensive agricultural uses with restrictions.

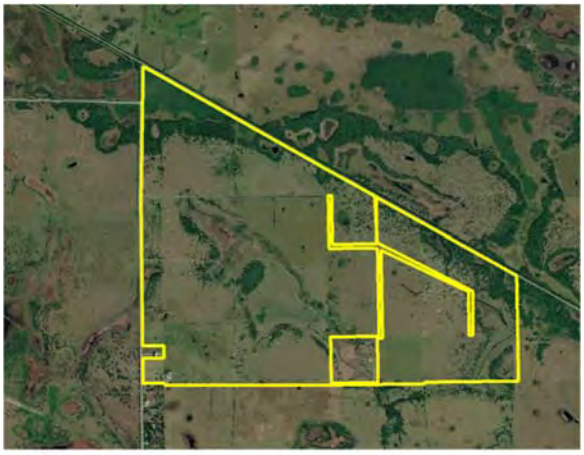
Particular items not listed on the qualitative summary sheet were found to be generally comparable. All sales were arm's-length market transactions and included the most recent available data. A summary of the sales and adjustments used in the sales comparison approach, as well as a general discussion of the sales, follows.



LAND VALUE ANALYSIS – After SCENARIO

THUNDERCLOUD RANCH AFTER ENCUMBERED LAND SALES					
Sale No.	***Subject - Thundercloud Ranch***	**Encumbered Sale 1**	**Encumbered Sale 2**	**Encumbered Sale 3**	**Encumbered Sale 4**
County	*Manatee*	Okeechobee	Okeechobee	Manatee	Polk
ORBk/Page	*N/A*	2025011832	2025010602	202341105936	13338/319
Grantor	*Thundercloud Ranch, LLC*	Pelaez and Sons, Inc.	Pelaez and Sons, Inc.	Land South Manatee, LLC	Land South Manatee, LLC
Grantee	*N/A*	E 4 Cattle Company, LLC	Cala Glade Holdings, LLC	Harper's RC Properties, LLC	Southern Sisters Family Limited Partnership
Location	*Located along the south side of State Road 62/Wauchula Road, approximately 11 miles east of Parrish, and 8 miles west of Duette, in northern Manatee County, Florida.*	Located along the east side of NW 128th Avenue, 2 miles north of State Road 70, along the south side of the CSXT Railroad right-of-way, in southern Okeechobee County	Interior parcel located 1 mile north from the northern terminus of Dinner Hammock Road, 5.50 miles west of US Highway 441, northern Okeechobee County	Located along the north side of Harrison Road/Sarasota County line, 1 mile north of State Road 72, 1.50 mile east of Sugarbowl Road, in the southeastern corner of Manatee County	Property located along the south side of Avon Park Cutoff Road, 1.20 mile west of Singletary Road, 7.50 miles west of US Highway 27, 7 miles east of Peace River, southeast of Fort Meade in southern Polk County
Date of Value Sale Date	*March 23, 2026*	October 6, 2025	September 19, 2025	October 3, 2023	November 8, 2024
Sale Price	*N/A*	$8,019,300	$3,800,000	$4,000,000	$3,891,082
Size (Acres)	*1,042.37*	1,471.24	758.05	1,044.88	1,112.73
Price/Acre	***N/A***	**$5,451**	**$5,013**	**$3,828**	**$3,497**
Wetlands	*6%*	11%	25%	32%	18%
Improvements	*None of significance besides small wood frame quail and pigeon coop and typical ranch land improvements*	918 SF under air residence built in 1965 640 SF shed built in 2016 1,600 SF pole barn built in 2016 4,423 SF horse/storage barn built in 1973 2,680 SF barn built in 1964	Building improvements consist of a 3,264 SF barn built in 2016 in good condition. No residential improvements	2,885 SF under air wood frame 3 bedroom lodge including 725 SF loft with detached garage built in 2009 in good condition, 6,250 SF steel barn built in 1983, cattle pens with 2,600 SF covered working area in fair condition.	No building improvements
Permitted Land Uses	*Agricultural & recreational uses including further improving the land into other AG uses.* *Cattle grazing permitted* *Agricultural structures permitted*	Agricultural & recreational uses including further improving the land into other AG uses. Fee simple uses on 61.66 acres outside the easement	Agricultural & recreational uses including further improving the land into other AG uses. Lands designated as SNA shall remain natural areas (69.50 acres of wetlands and forested uplands)	Agricultural & recreational uses Cattle grazing permitted along with limited sod harvesting	Low intense agricultural (cattle grazing), timber and recreation In addition crops are permitted on the improved agricultural area, though the property lacks land improvements
Easement Type	*State of Florida FDACS Conservation Easement*	State of Florida Rural and Family Lands Protection Program	State of Florida Rural and Family Lands Protection Program	State of Florida DEP	Atlantic Coast Conservancy Conservation Easement
Permitted Residential Density Including Fee Land (if any)	*Parcel split/subdivision prohibited over easement area* *Residential structures prohibited* *Agricultural structures allowed on easement area*	One additional 5-acre homesite on encumbered area 2 total including existing SF residence and 1 additional on the encumbered area No parcel split Fee simple uses on 61.66 acres outside the easement along the northern boundary	No residential building improvements permitted on encumbered area No subdivision/parcel split Full fee-simple uses on unencumbered 5-acre cutout	1 additional residential and ancillary structure permitted on a 5-acre undefined building envelope. Two residential units permitted (1 existing, 1 additional) Subdivision prohibited	No residential building improvements permitted. Though minor agricultural structures permitted No subdivision/parcel split
QUALITATIVE ANALYSIS					
Interest Conveyed		Very Superior	Superior	Similar	Similar
Conditions of Sale		Similar	Similar	Similar	Similar
Market Conditions		Similar	Similar	Inferior	Similar
General Location		Similar	Similar	Similar	Inferior
Size/Shape		Similar	Slightly Superior	Similar	Similar
Access/Exposure		Similar	Similar	Similar	Similar
Topography and Site Improvements		Similar	Similar	Very Inferior	Very Inferior
Building Improvements		Slightly Superior	Similar	Superior	Similar
Permitted Uses/Residential Density		Superior	Similar	Superior	Similar
Overall Comparability		**Superior at $5,451 per Acre**	**Superior at $5,013 per Acre**	**Inferior at $3,828 per Acre**	**Very Inferior at $3,497 per Acre**

LAND VALUE ANALYSIS – AFTER SCENARIO



ENCUMBERED SALE 1 is the arm's-length October 2025 purchase of 1,471.24 acres for $8,019,300, or $5,451 per acre. The property is an encumbered parcel located in southern Okeechobee County and was purchased by a local entity for continued agricultural and recreational uses.

- Interest Conveyed: Very Superior. Encumbered Sale 1 included 61.66 fee simple acres outside of the conservation easement that included a 39.60-acre lot fronting the railroad, along with 22.06 acres of internal right-of-way from a previous planned subdivision that was abandoned, which is very superior to the subject's lack of fee simple acreage.

- Conditions of Sale: Similar, as it was a typical arm's-length transaction.

- Market Conditions: Similar, as the sale occurred in late 2025, and no definitive market trend could be observed.

- General Location: Similar. Encumbered Sale 1's location in southern Okeechobee County, which is influenced by the coastal markets of Florida's Treasure Coast and Palm Beaches, is similar to the subject's neighborhood, influenced by Florida's West Coast.

- Size/Shape: Similar. At 1,471.24 acres, Encumbered Sale 1 is similar in size to the subject.

- Access/Exposure: Similar, as the property is accessed via a county-maintained paved road.

- Topography/Site Improvements: Similar. As Encumbered Sale 1 has an attractive mix of improved pastures and scattered native lands, all in excellent condition, with a 11% wetland ratio, when compared to the subject's topography consisting of forested upland native lands.

- Building Improvements: Slightly Superior, as the property was improved with an older residence along with two newer agricultural barns and two older agricultural barns that have been adequately maintained when compared to the lack of significant structures on the subject.

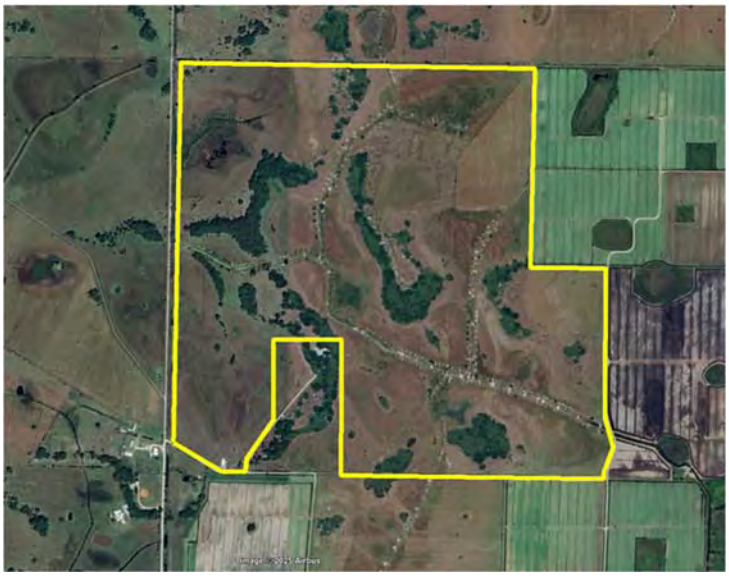
LAND VALUE ANALYSIS – AFTER SCENARIO

- Permitted Uses: Superior. Encumbered Sale 1 is encumbered with a State of Florida Rural and Family Lands Protection Program Easement, besides 61.66 acres consisting of a 39.60-acre lot and 22.06-acre interior right-of-way along the northern boundary. The easement permits agricultural and recreational uses, including further improving designated improved pasture areas into other agricultural uses.

  The easement permits one additional residence on a 5-acre homesite, along with the existing residence (2 total), with no subdivision or parcel split over the encumbered area. In this analysis, the right to have two single-family residences over the encumbered lands on Encumbered Sale 1, when compared to the subject's lack of residential entitlements.

Overall, Encumbered Sale 1 was rated superior to the subject at $5,451 per acre.

LAND VALUE ANALYSIS – AFTER SCENARIO



ENCUMBERED SALE 2 is the arm's-length September 2025 purchase of 758.05 acres for $3,800,000, or $5,013 per acre. The property is an encumbered parcel located in northern Okeechobee County and was purchased by a local entity for continued agricultural and recreational uses.

- Interest Conveyed: Superior. Encumbered Sale 2 included a 5-acre fee simple cut out in the southeast that could adequately accommodate residential and agricultural structures, when compared to the subject's lack of fee simple acreage.

- Conditions of Sale: Similar, as it was a typical arm's-length transaction.

- Market Conditions: Similar, as the sale occurred in late 2025, and no definitive market trend could be observed.

- General Location: Similar. Encumbered Sale 2's location in northern Okeechobee County, which is influenced by the coastal markets of Florida's Treasure Coast and Palm Beaches, is similar to the subject's neighborhood, influenced by Florida's West Coast.

- Size/Shape: Slightly Superior. At 758.05 acres, Encumbered Sale 2 is somewhat smaller compared to the subject.

- Access/Exposure: Similar, as the property is accessed via a well-maintained shell rock graded road along the western boundary.

- Topography/Site Improvements: Similar. Encumbered Sale 2 has an attractive mix of improved pastures and scattered native lands, served by land improvements for water control, all in excellent condition with a 25% wetland ratio, when compared to the subject's topography, consisting of heavily forested upland native lands.

- Building Improvements: Similar, as the property was improved with a small open-sided equipment storage barn that had no contribution to value when compared to the lack of significant structures on the subject.

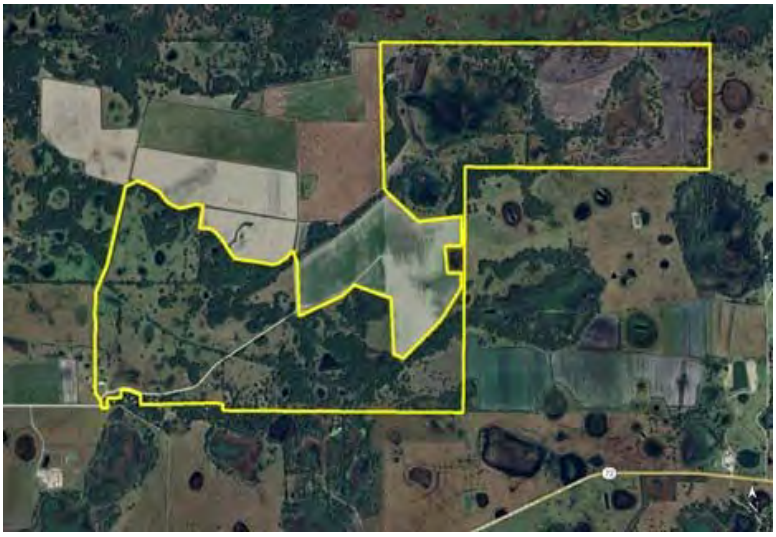
LAND VALUE ANALYSIS – AFTER SCENARIO

- Permitted Uses: Similar. Encumbered Sale 2 is encumbered with a State of Florida Rural and Family Lands Protection Program Easement, besides a 5-acre fee simple cut out in the southeast. The easement permits agricultural and recreational uses, including further improving designated improved pasture areas into other agricultural uses.

  The easement prohibits residential structures or subdividing the encumbered area, similar to the subject's lack of residential entitlements with subdivision/parcel split prohibited.

Overall, Encumbered Sale 2 was rated superior to the subject at $5,013 per acre.

LAND VALUE ANALYSIS – AFTER SCENARIO



ENCUMBERED SALE 3 is the arm's-length October 2023 purchase of 1,044.88 acres for $4,000,000, or $3,828 per acre. The property is an encumbered parcel located in southeastern Manatee County and was purchased by an abutting owner for continued agricultural and recreational use, along with rural residential use of the residential building improvement.

- Interest Conveyed: Similar. Encumbered Sale 3 is 100% encumbered by a perpetual conservation easement, similar to the subject property.

- Conditions of Sale: Similar, as it was a typical arm's-length transaction with no premium paid.

- Market Conditions: Inferior, as the sale occurred in late 2023, with the overall market for encumbered properties increasing since then.

- General Location: Similar. Encumbered Sale 3's location in southeastern Manatee County is similar to the subject's neighborhood, as both are influenced by Florida's West Coast.

- Size/Shape: Similar. At 1,044.88 acres, Encumbered Sale 3 is similar in size to the subject.

- Access/Exposure: Similar, as the property is accessed via a well-maintained shell rock graded Harrison Road to the property's southwestern corner.

- Topography/Site Improvements: Very Inferior. Encumbered Sale 3 consists of improved pastures covering 42%, with the remaining 58% consisting of native upland mixed hardwoods and oak/palm hammocks scattered throughout the property and native wetlands. Wetlands cover 32% and are primarily native in-state, consisting of freshwater marsh, wet prairie, and forested wetlands. A very inferior rating was given due to the significantly higher wetland ratio when compared to the subject's topography, consisting of attractive native upland scrub and pine flatwoods.

LAND VALUE ANALYSIS – AFTER SCENARIO

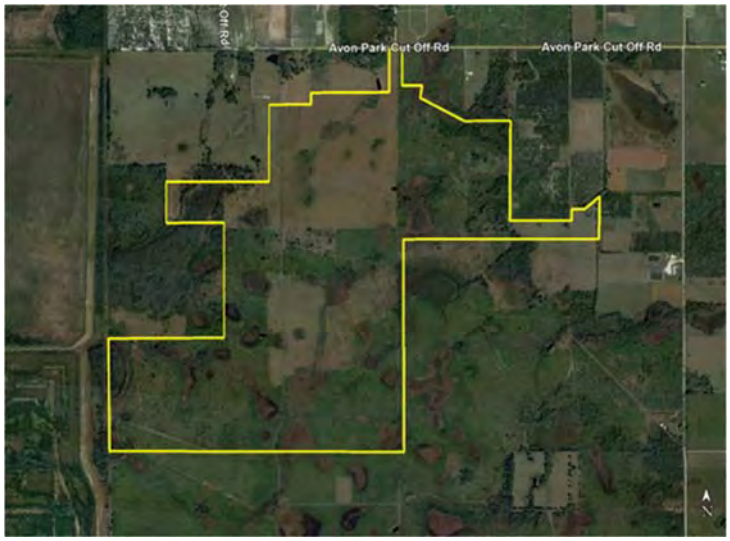
- Building Improvements: Superior, as the property was improved with a 2,885 square foot main residence/lodge with a detached garage built in 2009, a prefabricated steel barn, and cattle pens with a covered working area, all of which are in good condition. As the property was improved with well-appointed residential and agricultural structures, all in good condition, it was rated overall superior to the subject's lack of significant building improvements

- Permitted Uses: Superior. Encumbered Sale 3 is 100% encumbered with a State of Florida DEP conservation easement. The easement limits residential use to one additional residence on a 5-acre undefined building envelope, with subdivision prohibited. Cattle grazing is permitted along with limited sod harvesting on 25% of the improved pastures in any calendar year.

  The easement permits one additional residence on a 5-acre homesite, along with the existing residence/lodge (2 total), with no subdivision or parcel split over the encumbered area. In this analysis, the right to have two single-family residences over the encumbered lands on Encumbered Sale 3, when compared to the subject's lack of residential entitlements.

Overall, Encumbered Sale 3 was rated inferior to the subject at $3,828 per acre.

LAND VALUE ANALYSIS – AFTER SCENARIO



ENCUMBERED SALE 4 is the arm's-length November 2024 purchase of 1,112.73 acres for $3,891,082, or $3,497 per acre. The property is an encumbered parcel located in southern Polk County and was purchased by a local entity for continued agricultural and recreational uses.

The grantors purchased the property in October 2023 for $2,534 per acre for investment and personal use. EIP was looking into this property as a potential site for a mitigation bank and sought to place the property under contract while permitting was completed. The original owners, not wanting to have the property under contract for an extended period prior to closing, decided to sell to Land South in October 2023, as they could accomplish paying in cash with a fast closing.

The property was immediately put under contract in November 2023. At that time, the buyers (EIP) placed a $180,000 non-refundable down payment while attempting to obtain permits for the property as a mitigation bank. Permitting was taking longer than anticipated, with the property owner (Land South) not granting a contract extension in late 2024. The contract with EIP was assignable and was transferred to Southern Sisters Family Limited Partnership, which eventually closed in November 2024 at the original contract price from November 2023. We will analyze this sale as occurring in November 2023, as that was when the sales price was negotiated.

- Interest Conveyed: Similar. Encumbered Sale 4 is 100% encumbered by a conservation easement, which is similar to the subject as 100% encumbered in the After analysis.

- Conditions of Sale: Similar, as it was a typical arm's-length transaction.

- Market Conditions: Similar, as the sales price was negotiated in late 2023, and no definitive market trend could be observed.

- General Location: Inferior. Encumbered Sale 4's general neighborhood in southern Polk County in central Florida is more rural and remote, and less influenced by nearby population centers.

LAND VALUE ANALYSIS – AFTER SCENARIO

- Size/Shape: Similar. At 1,112.73 acres, Encumbered Sale 4 is similar in size to the subject.

- Access/Exposure: Similar, as the property is accessed via a county-maintained paved road.

- Topography/Site Improvements: Very Inferior. The property consists of a mix of open improved pasture areas covering approximately 34%, with the remaining uplands consisting of palmetto prairie with minimal forested areas. Wetlands cover 18% of the property and consist of freshwater marshes scattered throughout, which is very inferior or less desirable compared to the subject's topography consisting of native upland scrub and pine habitat.

- Building Improvements: Similar, as the property lacks any residential or significant agricultural structures like the subject.

- Permitted Uses: Similar. Encumbered Sale 4 is 100% encumbered with an Atlantic Coast Conservancy conservation easement. The easement prohibits the construction of residential structures, but allows agricultural buildings necessary to support the property's agricultural activities, provided they do not affect the land's conservation values, with prior written approval from the easement holder. The easement permits agricultural and recreational uses, including further improving designated improved pasture areas into other agricultural uses.

  In addition, subdivision is also prohibited. The easement does not limit the property's agricultural and ranch uses, provided they are consistent with the terms and restrictions of the conservation easement. The property owner retains the right to allow cattle grazing, pine silviculture, improved farming in agriculture-designated areas with a 10-year agricultural management plan, agri-tourism, and eco-tourism.

  In this analysis, we have placed significant emphasis on Encumbered Sale 4's lack of residential entitlements with subdivision prohibited.

Overall, Encumbered Sale 4 was rated very inferior to the subject at $3,497 per acre.

LAND VALUE ANALYSIS – AFTER SCENARIO

Conclusion

After adjustment, the encumbered land sales are arrayed as follows:

Encumbered Sale 1 is superior at	$5,451 per acre
Encumbered Sale 2 is superior at	$5,013 per acre
SUBJECT	
Encumbered Sale 3 is inferior at	$3,828 per acre
Encumbered Sale 3 is very inferior at	$3,497 per acre

The data establishes that the value of the subject property, as encumbered by the proposed conservation easement in favor of the State of Florida, should fall within the broad range of $3,497 to $5,451 per acre, and better refined between $3,828 and $5,013 per acre.

Considering the preceding analysis, we have concluded at a price per acre for the subject in this After analysis, at a rounded $4,800 per acre, which is slightly above the midpoint of the refined range placing emphasis on the subject's desirable topography consisting of upland native habitat consisting of elevated scrub and pine flatwoods, with minimal wetland areas. Our market value conclusion must be near the upper end of the data set considering the subject's desirable topography, however it must be below superior rated Encumbered Sales 1 and 2 considering their respective residential entitlements, which the subject lacks.

Therefore, we have estimated the After value of the subject property as of March 24, 2026, calculated as follows:

1,042.37 acres at $4,800 per acre =	$5,003,376
	ROUNDED $5,000,000

RECONCILIATION

Based on the Before and After valuation method, the market value of the proposed conservation easement interest in the subject property as of March 23, 2026, rounded, was as follows:

RECONCILLIATION OF MARKET VALUES					Rounded
Market Value "Before"	1,042.37 Acres	Fee Simple at	$16,000 Per Acre =	$16,677,920	$16,680,000
Market Value "After"	1,042.37 Acres	Encumbered at	$4,800 Per Acre =	$5,003,376	$5,000,000
Proposed Conservation Easement Value					$11,680,000

This appraisal is based on the following Extraordinary Assumption:

1. We have assumed that the terms and conditions in the “Draft Copy” of the proposed conservation easement are the same terms and conditions that will be implemented.

We have also utilized the following Hypothetical Condition:

1. As of the date of appraisal, the owner holds fee simple ownership subject to the encumbrances listed in the title work provided. The hypothetical condition is that, for the After scenario, the perpetual conservation easement has been implemented, when in fact it has not.

Note: The use of the preceding Extraordinary Assumption and Hypothetical Condition might have affected the assignment results. This statement is required under USPAP.

ADDENDA

SALE 1

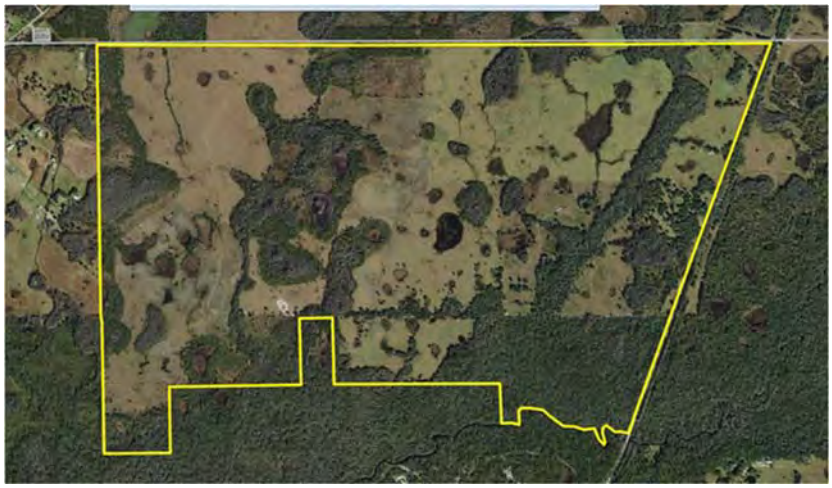
OR Book/Page	2023054207
County	Hillsborough
Type Instrument	Special Warranty Deed
Interest Acquired	Fee simple
Date	February 8, 2023
Grantor	Hickory Hills Land Company & Brown Hammock Ltd., LLLP
Grantee	EPG1, LLC
Location	Located along the west side of US Highway 301, just east of Morris Bridge Road, abutting the Hillsborough River State Park, along the south side of the Pasco/Hillsborough County line, the Thonotosassa area of northeast Hillsborough County
Access	Access to the property is via N Highway 301, a 2-lane paved road. Additional access is available from Two Rivers Boulevard and Colston Avenue, both 2-lane paved roads within the Two Rivers development.
Legal Description	Abridged: Parcel in Sections 4, 5, 6, 7, 8, and 9, Township 27 South, Range 21 East, Hillsborough County, Florida
Folio No:	079967-0000; 079970-0000; 079965-0000; 079966-0000; 079747-0000; 079962-0000; 079981-0000;
Zoning and Land Use	Zoning: PD, Planned Development, by Hillsborough County Land Use: PEC ½, Planned Environmental Community 1 unit per 2 acres by Hillsborough County.
Present Use	Agriculture, cattle ranch
Highest and Best Use	Residential development
Improvements	Site: Typical agricultural improvements for cattle ranching including improved pastures and fencing Building: 1930 wood frame residence – no value

SALE 1

Size	1,958 gross acres
Sale Price	$35,000,000
Unit of Comparison	$17,875 per gross acre
Terms	Cash to seller
Utilities	Telephone — Local Provider Electric — Local Provider At the time of sale, the property lacked utility connections. However, the property was purchased by the land developer to the north, who is developing the northern portion of the Two Rivers Reserve development. Public water and sewer service are planned to extend into the property from this north development.
Land Types/%	Uplands — 83% Wetlands per NWI — 17% Land consists of pastures in the north with native uplands and wetlands concentrated in the south in proximity to Hillsborough River/Hillsborough River State Park.
Easements	Access, drainage and utility easements
OGM Rights	None outstanding
Verification	Name — Jeff Hills with Eisenhower Group (Buyer) By — Timothy Holden Date — May 1, 2026
Conditions of Sale	Arm’s length
Motivation	Purchased by Eisenhower Property Group, a Tampa area developer, for a development known as Two Rivers Reserve, consisting of 972 residential units, 45,000 square feet of neighborhood commercial uses, private equestrian uses, and a private golf course.
Prior Sale History	No arm’s length market transactions within the past five years.

SALE 1

Marketing Time	N/A. Buyer approached seller and purchased the property off market as they had a previous relationship from purchasing the grantor's land to the north for development in Pasco County.
Comments	The property was purchased by a home builder who developed the property to the north (Two Rivers). After acquiring the property, the buyer took the property through the final entitlement process. The zoning/future land use designations have been on the property since 2008. The development plan, known as Two Rivers Reserve, was finalized with Hillsborough County in 2025, consisting of 972 residential units, 45,000 square feet of neighborhood commercial, equestrian uses, and a private golf course.



SALE 1

Instrument #: 2023054207, Pg 1 of 5, 2/9/2023 8:14:12 AM DOC TAX PD(F.S. 201.02) $245000.00, INT. TAX PD (F.S. 199) $0.00, DOC TAX PD (F.S. 201.08) $0.00, Deputy Clerk: O Cindy Stuart, Clerk of the Circuit Court Hillsborough County

Prepared by and return to:
Bayshore Title
3431 Henderson Blvd.
Tampa, FL 33609

File #: BY812108011

Consideration: $ 35,000,000.00
Doc Stamps: $ 245,000.00
Folios: 079967-0000 / 079970-0000 / 079965-0000 / 079966-0000
079974-0000 / 079962-0000 / 079981-0000

Special Warranty Deed

Made this 8th day of February, 2023, by **Hickory Hills Land Company, a Florida corporation (as to Parcel 1) and Brown Hammock Ltd., LLLP, a Florida limited liability limited partnership (as to Parcel 2)**, whose mailing address is 40 Ranch Road, Thonotosassa, FL 33592, hereinafter referred to as "Grantor", to **EPG1, LLC, a Florida limited liability company,** whose post office address is 111 S. Armenia Avenue, Suite 201, Tampa, FL 33609, hereinafter referred to as "Grantee".

WITNESSETH:

THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by Grantor, Grantor hereby grants, bargains, sells, conveys and confirms unto Grantee all that certain real property in **Hillsborough County**, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof, together with all improvements of every nature whatsoever owned by Grantor and located in or on, or attached to, or used or intended to be used in connection with the real property and all easements, rights of way, gores of land, streets, alleys, passages, sewer rights, impact fees and/or impact fee credits (along with any additional development-related fees paid to the County as of the date of closing), waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to the real property hereinabove described, (hereinafter collectively referred to as the "Real Property").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto Grantee in fee simple forever.

AND Grantor hereby covenants with Grantee that Real Property is free and clear of all liens and encumbrances except taxes & assessments for **2023,** which are not yet due and payable, and subsequent years, ordinances & zoning regulations, and covenants, easements and restrictions of record as set forth in **Exhibit "B"** attached hereto and made a part hereof, provided the foregoing shall not serve to reimpose the same; that Grantor is lawfully seized of the Real Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Real Property; and that Grantor hereby fully warrants the title to the Real Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor but against none other.

SALE 2

OR Book/Page	13265/1133-1137
County	Polk
Type Instrument	Warranty Deed
Interest Acquired	Fee Simple
Date	September 10, 2024
Grantor	Crews Cattle and Citrus, Inc.
Grantee	Stoneridge Park, LP
Location	Located along the east side of the 100-foot-wide CSX Railroad right of way that parallels the east side of Crews Road, south side of Seaboard Coastline Railroad, just west of Lake Wales Municipal Airport/Lake Wales City Limits, south of State Road 60, west of US Highway 27, southern Polk County
Access	Access to the property is via minor frontage along West Lake Wales Alturas Road along the property's northwestern corner, which crosses over the CSX Railroad and Seaboard Coastline Railroad. The property has extensive railroad frontage that could be beneficial for industrial users, evidenced by a potential site plan where industrial buildings are connected to the railroad.
Legal Description	Abridged: parcel and Sections 4, 5, 8, 9, 16, and 17, Township 30 South, Range 27 East, Polk County, Florida. Tax ID: 11 parcels including 27-30-09-000000-033010
Zoning/FLUP	Zoning: Polk County does not have a zoning designation. FLUP: At the time of sale, the property had an A/RR (Agricultural) future land use designation allowing 1 residential unit per 5 acres over the majority of the property, with ± 10.5 acres on the northeast within a BPC-1 Business Park.
Present Use	Agricultural uses including cattle grazing with ±50 acres of improved citrus on the south.

SALE 2

Highest and Best Use	Eventual development when demand dictates
Improvements	Site: Land improvements are typical of agricultural properties, consisting of improved pastures covering 60%, with two parcels totaling 50 acres of improved citrus to the south. Additional lane improvements include fencing and internal canals/ditching for water control. Building: None Improvements add to the overall utility of the property but have no independent contribution to value.
Size and Shape	1,204.55 acres, per deed. Property has an irregular shape.
Sale Price	$20,700,000
Units of Comparison	$17,185 per acre
Financing	Cash to seller, with the seller financing approximately 30% of the purchase price for 18 to 24 months.

Primary Soils

Name	Percentage of Property
17-Smyrna and Myakka fine sands	23%
13-Samsula muck	15%
07-Pomona fine sand	10%
85-Winder fine sand, depressional	6%
15-Tavares fine sand	5%
83-Archbold sand	5%

Utilities

Telephone	Local Provider
Electric	Local Provider
Water at time of sale	Private wells
Sewer at time of sale	Private septic

In 2025 this property was annexed into the City of Lake Wales, which could provide invisible services to the property.

Land Types/%

Uplands	72%
Wetlands per National Wetlands Inventory	28%

SALE 2

	The property consists of improved pastures with wetlands covering 28%. The wetlands on the property are primarily native in state, consisting of freshwater marsh located throughout the body of the property.
Easements	None of significance besides the railroad right-of-way's traveling along the property's northern and western boundary.
Drainage	VSE flow and a general southeasterly direction off-site, eventually emptying into the Piece Creek Drainage Canal.
Flood Zone	The highest elevated portions of the property are located within Flood Zone X, with the lower wetland areas within Flood Zone AE with minor areas of X.500. These designations are common for lands in the area.
OGM Rights	Assumed none outstanding
Verification	Name: Andy Slowick, Listing Broker By: Timothy S. Holden Date: May 1, 2026
Conditions of Sale	Arm's length
Motivation	Purchased in an arm's-length transaction for the development of a project known as Stoneridge Park, consisting of industrial and residential mixed uses on this property, along with adjacent lands to the north
Prior Sales History	The property has been owned by members of the Crews family for decades, with no arm's-length transactions recorded within the previous 10 years.
Marketing Time	The property was on the market for approximately 4 years with Andy Slowick of Cushman Wakefield with no advertised price, however, they were looking to receive around $25,000,000.

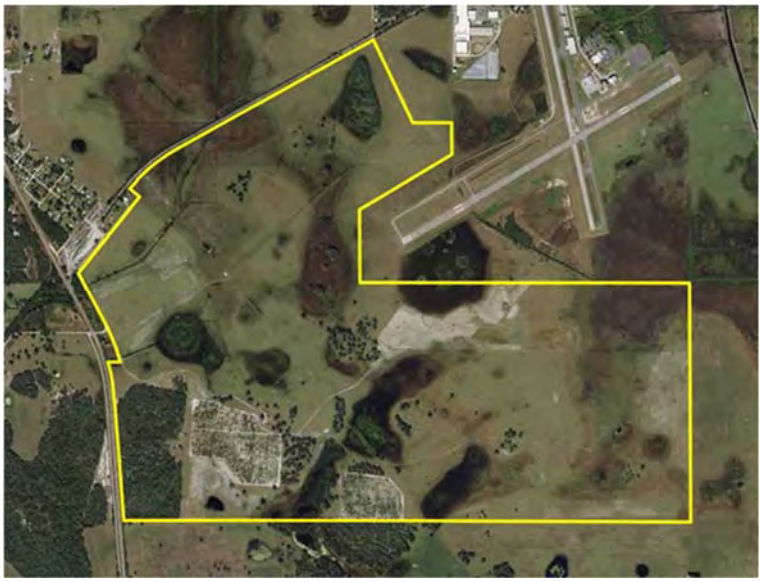
SALE 2

Comments

On November 21, 2024, approximately one month after closing, the owners submitted a Master Development Plan, future land use and zoning change, along with an annexation plan to incorporate the sale property and other lands under the Stoneridge Park, LP ownership into the City of Lake Wales.

Final approvals, along with annexation into the City of Lake Wales, were received on May 20, 2025, for a project known as Stoneridge Park, encompassing 1,287 gross acres and including 2,400 single-family detached residences, 550 multi-family residences, 4,000,000 square feet of industrial use, and 410,000 square feet of mixed-use.

On the sale property, industrial uses are on the northern 365 acres; residential/mixed uses on the southern 749 acres; mixed use on 10 acres to the west; and the balance consists of public use within the center of the property.



SALE 2

INSTR # 2024212549
BK 13265 Pgs 1133-1137 PG(s)5
09/13/2024 02:16:19 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 44.00
DEED DOC 144,900.00

Prepared by and return to:
Robert O. Sammons
Floyd, Sammons & Spanjers, P.A.
1556 Sixth Street SE
Winter Haven, FL 33880-4509
863-293-3801
File Number: **crew9529**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 10th day of **September, 2024** between **Crews Cattle and Citrus, Inc., a Florida corporation** whose post office address is **PO Box 449, Alturas, FL 33820**, grantor, and **Stoneridge Park LP, a Delaware limited partnership**, whose post office address is 36 Charming Way, Lakewood NJ 08701, 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 **Polk County, Florida** to-wit:

See attached Exhibit "A".

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 for the following matters:

1. Taxes accruing subsequent to **December 31, 2023**; and
2. Restrictions and easements of record

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

(The rest of this page has been deliberately left blank. The signatures appear on the following page.)

DoubleTime®

SALE 3

Instruments	1. 2025007729 Buyer: Rustic Acres, LLC 2. 2025007737 Buyer: Grace Land Ranch, LLC 3. 2025008444 Buyer: Williamson Cattle Company
County	Okeechobee
Type Instrument	Special Warranty Deeds
Interest Acquired	Fee Simple
Dates	July 18, 2025 for two of the three tracts, the 3rd tract by Williamson Cattle closed on August 6, 2025
Grantor	Susan L. Bowman, Michael B. Gordon, Oreamnos Mtn, LLC (formerly Taylor Creek Ranch LTD.)
Grantees	Three buyers (labeled 1, 2, and 3) acquired three separate sections of the property. The seller negotiated the transaction as a single bulk sale and left it to the buyers to divide the land and set prices among themselves, as reported by the seller, Dick Bowman, on July 29, 2025. The buyers are as follows 1. Rustic Acres, LLC (Bryon Russell, Chairman and CEO of Cheney Brothers, Inc., who will be a recreational user) 2. Grace Land Ranch, LLC (Cheatham family owners of Palmdale Oil, who are recreational users) 3. Williamson Cattle Company, a local large land owner who owns abutting land to the south, and proposes to use the property for grazing.
Location	An interior parcel located at the northern terminus of NW 50th Drive (Hillard Road), 1.3 miles west of US Highway 441 in south central Okeechobee County, lying on both sides of Taylor Creek. This location is six miles north of State Road 70 and the City of Okeechobee.
Access	Access to the property is via 2-lane, paved NW 50th Drive (Hillard Road) that extends northwest for 3.6 miles from US Highway 441 to the southern boundary of the portion of the property lying west of Taylor Creek.

SALE 3

	There is a one-lane bridge crossing Taylor Creek on the north end of the property, providing access to the Grace Land Ranch ownership.
Legal Description	Abridged: Portions of 6, 7, 8, 17, and 18, township 36 South, Range 35 East, in central Okeechobee County, Florida Tax IDs all or part included: 1. Rustic Acres, LLC 1-06-36-35-0A00-00001-A000 2. Grace Land Ranch 1-07-36-35-0A00-00001-A000 3. Williamson Cattle 1-17-36-35-0A00-00001-0000 1-17-36-35-0A00-00001-A000 1-17-36-35-0A00-00001-B000
Zoning/FLUP	Zoning: Agriculture, by Okeechobee County FLUP: Agriculture, permitting 1 du/10 acres (with paved roads), by Okeechobee County.
Present Use	Agriculture (cattle grazing) and recreation
Highest and Best Use	Continued agriculture and recreation
Improvements	Site: Land improvements consist of improved pasture covering around 47% of the property, perimeter fencing, and cross-fencing, shallow wells, and septic systems serving the hunt camp and an uninhabitable single-wide mobile home, all weather roads and dirt trails, cattle watering holes, and a single lane bridge crossing Taylor Creek on the north. Building: One hunting camp with a 3,257 square foot pole barn covering 2 mobile home units and an uninhabitable single-wide mobile home. Improvements add little to the overall utility of the property but have no independent contribution to value.
Size and Shape	2,278.00 gross acres per Okeechobee County Property Appraiser, with an irregular shape
Gross Sale Price	$28,391,200

SALE 3

Units of Comparison	$12,463 per acre, overall
Reported Breakdown	Between three buyers:

	Size	*$ Per Acre*	*Sale Price*
	692.174 acres	$12,131 (closed)	$8,397,400
	1,032.473 acres	$12,933 (closed)	$13,353,600
	553.353 acres	$12,000 (closed)	$6,640,200
TOTAL	2,278.000 acres	$12,463	$28,391,200

Financing	Cash to seller, buyers pay all closing costs

Primary Soils	Name	Percentage of Property
	19-Floridana, Placid, and Okeelanta soils Frequently flooded	22%
	11-Immokalee fine sand	22%
	04-Bradenton fine sand	19%
	14-Myakka fine sand	12%
	25-Wabasso fine sand	11%

Utilities		
	Telephone	Local Provider
	Electric	Local Provider
	Water	Private wells
	Sewer	Private septic

Land Types/%		
	Uplands	89%
	Wetlands per National Wetlands Inventory	11%

Easements	None of significance other than possibly a South Florida Water Management District access easement serving a weir providing water control within the northern portion of Taylor Creek, and possibly an easement for improvement of Taylor Creek.
Drainage	Drainage of the property is accomplished by gravity/sheet flow into the on-site wetlands, channeling runoff into channelized Taylor Creek that eventually flows south off-site. Taylor Creek flows generally northwest to southeast through southern Okeechobee County, then south through the eastern portion of incorporated Okeechobee City, eventually emptying into Lake Okeechobee. In the area of the sale, Taylor Creek is channelized with several water control structures and is navigable through the property, although not completely to Lake Okeechobee.

SALE 3

	It provides an attractive landscape feature that is desirable for recreational and rural residential users in this market.
Flood Zone	Flood Zone AE, High Risk Areas in a floodway within the 100-year floodplain subject to inundation by the 1% annual chance flood. This zone covers the areas within and abutting channelized Taylor Creek. Flood Zone X500, Moderate Risk Areas within the 500-year floodplain and outside special flood hazard areas. These lands consist of forested and non-forested areas within the body of the sale adjacent to Flood Zone AE. Flood Zone X, outside the 0.2% annual chance flood. This zone covers areas of higher upland improved pasture along the western side of the property.
OGM Rights	Assumed none outstanding
Verification	Name: Dick Bowman, Seller By: Philip M. Holden, MAI Date: July 29, 2025
Conditions of Sale	Arm's length. The property had been marketed as a 2,323-acre parcel for $8,500 by the seller Richard Bowman, who is a real estate broker since late 2022, the date when one of the key family members passed away. Subsequently, the family members worked out a division of the ranch in mediation, which was finalized on January 25, 2025, and it was then that interested buyers were allowed to submit official offers to purchase. On July 10, 2025, Taylor Creek Ranch, LTD transferred the lands out of the family ownership to Susan L. Bowman, Michael B. Gordon, Oreamnos Mtn, LLC (the sellers) in an instrument recorded in Okeechobee County at 2025007602 showing a stamped sale price of $28,392,000.

SALE 3

Motivation	Seller was to sell the portion of the property after a division of the larger 4,629-acre ranch between family members. The larger ownership extends east to US 441, with the other part of the Bowman family retaining the northeastern portion of the ranch shown in the exhibit.  Rustic Acres and Grace Land Ranch owners reside in Palm Beach County and purchased their portions primarily for recreational use, with Williamson purchasing it primarily for cattle grazing in conjunction with his abutting ownership to the south.
Prior Sales History	The subject property has been under the ownership of Taylor Creek Ranch, Ltd since November 9, 2001, when purchased in an arm's length sales transaction from Gables Engineering, Inc. (OR Book / Page 0465 / 0040). No other transfers of the property have been made since the November 2001 acquisition, other than the recent transfer from Taylor Creek Ranch, Ltd, to Susan L. Bowman, Michael B. Gordon, Oreamnos Mtn, LLC. On August 6, 2025, Williamson Cattle Company purchased 692.174 acres of this sale for $8,397,400 or $12,131 per acre. Williamson flipped 196.554 acres to Rustic Acres for $3,858,900 or $19,632 per acre. This transaction is referenced in Okeechobee County Official Records File 2025008444.
Marketing Time	The property had been on the market since 2022, but without an agreement as to the division of the ownership between the family. Offers could not be accepted until a division of the entire ranch was worked out at mediation that ended in January of 2025.

SALE 3

Comments	Taylor Creek extends from northwest to southeast through this property, which, according to the NWI, is not within an area considered a wetland. In addition, many of the lower-lying forested oak/palm hammocks surrounding Taylor Creek are not wetlands as they are positively drained into channelized Taylor Creek. The wetlands per NWI are depicted in green in the accompanying exhibit. Note that there is a 40+-acre outparcel owned by an unrelated party in the southern portion of the property at the north end of NW 50th Drive (Hillard Road), which is improved with a single-family residence and barns.



SALE 3

Official Records File#2025007729 Page(s):7
Jerald D Bryant, Clerk of the Circuit Court & Comptroller
Okeechobee, FL Recorded 7/18/2025 4:35 PM
Fees: RECORDING $61.00 D DOCTAX PD $93,475.20

Prepared By:
Hunter I. Sundberg, Esq.
Mombach, Boyle, Hardin & Simmons, P.A.
100 NE Third Avenue, Suite 1000
Fort Lauderdale, FL 33301

Parcel ID: 1-18-36-35-0A00-00001-0000 (tax parcel contains additional lands); 1-07-36-35-0A00-00001-0000 (tax parcel contains additional lands); 1-06-36-35-0A00-00001-0000 (tax parcel contains additional lands).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 18th day of July, 2025, by **SUSAN L. BOWMAN**, a single woman, individually, as to an undivided one-third (1/3) interest; **MICHAEL B. GORDON**, a married man, individually, as to an undivided one-third (1/3) interest; and **OREAMNOS MTN, LLC**, a Florida limited liability company, as to an undivided one-third (1/3) interest; all as tenants in common (collectively, the "**Grantor**"), whose address is 14339 Smith Sandy Road, Delray Beach, Florida 33446, to **RUSSTIC ACRES, LLC**, a Florida limited liability company ("**Grantee**") whose address is 1951 SE Colony Way, Jupiter, Florida 33478.

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

Witnesseth, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land situate, lying, and being in Okeechobee County, Florida, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO: comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; restrictions and matters appearing on the Plat or otherwise common to the subdivision, however reference thereto shall not cause same to be reimposed; and taxes for the year 2025 and subsequent years.

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 claiming by, through or under Grantor.

SALE 3

Official Records File#2025007737 Page(s):6
Jerald D Bryant, Clerk of the Circuit Court & Comptroller
Okeechobee, FL Recorded 7/21/2025 10:16 AM
Fees: RECORDING $52.50 D DOCTAX PD $46,481.40

Prepared By:
Hunter I. Sundberg, Esq.
Mombach, Boyle, Hardin & Simmons, P.A.
100 NE Third Avenue, Suite 1000
Fort Lauderdale, FL 33301

Parcel ID: 1-17-36-35-0A00-00001-0000 (Tax parcel contains additional lands); 1-07-36-35-0A00-00001-0000 (Tax parcel contains additional lands); 1-06-36-35-0A00-00001-0000 (Tax parcel contains additional lands); 1-08-36-35-0A00-00001-0000 (Tax parcel contains additional lands)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 18th day of July, 2025, by **SUSAN L. BOWMAN**, a single woman, individually, as to an undivided one-third (1/3) interest; **MICHAEL B. GORDON**, a married man, individually, as to an undivided one-third (1/3) interest; and **OREAMNOS MTN, LLC**, a Florida limited liability company, as to an undivided one-third (1/3) interest; all as tenants in common (collectively, the "**Grantor**"), whose address is 14339 Smith Sandy Road, Delray Beach, Florida 33446, to **GRACE LAND RANCH, LLC**, a Florida limited liability company (the "**Grantee**") whose address is 11420 US Highway, Suite 109, North Palm Beach, Florida 33408.

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

Witnesseth, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land situate, lying, and being in Okeechobee County, Florida, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO: comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; restrictions and matters appearing on the Plat or otherwise common to the subdivision, however reference thereto shall not cause same to be reimposed; and taxes for the year 2025 and subsequent years.

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 claiming by, through or under Grantor.

SALE 3

Official Records File#2025008444 Page(s):8
Jerald D Bryant, Clerk of the Circuit Court & Comptroller
Okeechobee, FL Recorded 8/7/2025 4:26 PM
Fees: RECORDING $69.50 D DOCTAX PD $58,781.80

Prepared By:
Hunter I. Sundberg, Esq.
Mombach, Boyle, Hardin & Simmons, P.A.
100 NE Third Avenue, Suite 1000
Fort Lauderdale, FL 33301

Parcel ID: 1-17-36-35-0A00-00001-0000(tax parcel contains additional lands); 1-18-36-35-0A00-00001-0000(tax parcel contains additional lands)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 6 day of August, 2025, by **SUSAN L. BOWMAN**, a single woman, individually, as to an undivided one-third (1/3) interest; **MICHAEL B. GORDON**, a married man, individually, as to an undivided one-third (1/3) interest; and **OREAMNOS MTN, LLC**, a Florida limited liability company, as to an undivided one-third (1/3) interest; all as tenants in common (collectively, the "**Grantor**"), whose address is 14339 Smith Sandy Road, Delray Beach, Florida 33446, to **WILLIAMSON CATTLE COMPANY**, a Florida corporation, whose address is 9050 NE 12th Drive Okeechobee , Florida 34972 (the "**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

Witnesseth, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land situate, lying, and being in Okeechobee County, Florida, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO: comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; restrictions and matters appearing on the Plat or otherwise common to the subdivision, however reference thereto shall not cause same to be reimposed; and taxes for the year 2025 and subsequent years.

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 claiming by, through or under Grantor.

SALE 4

OR Book/Page	13350/0657
County	Polk
Type Instrument	Special Warranty Deed
Interest Acquired	Fee Simple
Date	November 25, 2024
Grantor	5R Ranch, LLLP
Grantee	RMD Inland Investors, LLC (50% interest) EPC Holdings 808, LLC (41% interest) Trilogy Land Holdings, LLC (9% interest)
Location	The property is located on the west side of US 27, ±1 mile south of State Road 60, along the north side of Alturas Babson Park Cutoff Rd, east side of the 100-foot-wide CSX Railroad right of way that parallels the east side of Crews Road abutting incorporated City of Lake Wales along the north and east boundaries. This area along US Highway 27 just south of State Road 60 abuts the southeastern tip of incorporated Lake Wales and is approximately 1 mile west of the incorporated area of Highland Park and 3.5 miles northwest of the incorporated area of Frostproof in southern Polk County.
Address	1742 Alturas Babson Park Cutoff Road Lake Wales, FL 33859
Access	Access to the eastern portion of the property is via frontage along the west side of US Highway 27, a paved, four-lane median divided highway with numerous crossovers in the area of the property. Access along the southern boundary is via frontage and driveways along Alturas Babson Park Rutoff Road, a county-maintained paved, undivided two-lane roadway. It must be noted that there is no improved access or crossovers along the property's western boundary fronting the CSX Railroad/Crews Road.

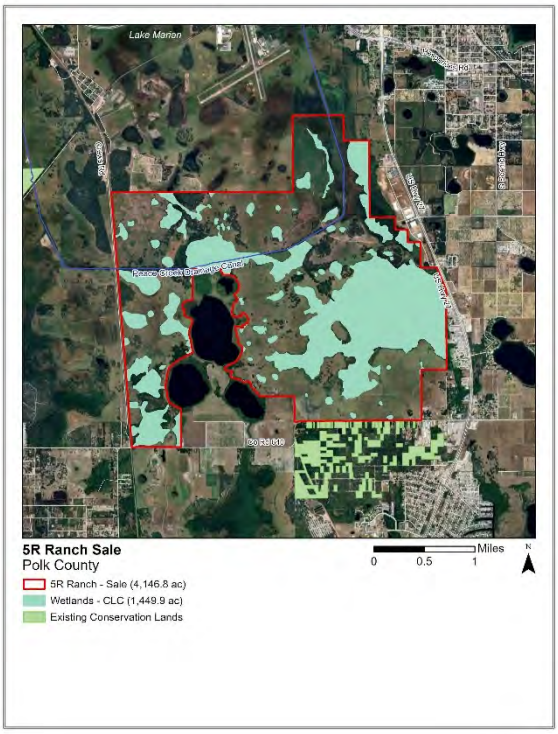
SALE 4

Legal Description	Abridged: A parcel of land located in Sections 10, 14, 15, 16, 17, 20, 21, 22, 23, 26, 27, 28, and 29, Township 30 South, Range 27 East, Polk County, Florida Tax IDs: 273010-000000-024010; 273014-000000-043020; 273015-000000-013000; 273016-000000-012000; 273017-000000-012000; 273020-000000-010000; 273021-000000-011000; 273022-000000-000000; 273023-000000-031020; 273023-000000-031030; 273026-000000-033000; 273027-000000-011000; 273028-000000-011000; 273029-000000-012020; 273029-000000-014010; 273029-000000-023000
Future Land Use	A/RR – Agriculture/Residential Rural, permitting agriculture, silviculture, recreation, and low-density residential at 1 du/5 acres, by Polk County
Present Use	Agriculture and recreation
Highest and Best Use	Continued agriculture and recreation
Improvements	Site: Typical ranch land improvements consisting of improved pastures covering 54% of the area served by an interior network of canals/field ditching for water control, which includes the Peace Creek Drainage Canal. Additional land improvements include fencing, cross-fencing, gates, shallow wells, waterholes, ditches/culverts, cattle pens, and septic systems serving the minor agricultural and residential improvements. Building: Residential Building improvements consist of a 1,474 square foot under air 3-bedroom 2-bathroom CBS residence built in 1979, a 1,028 square foot under air (2,080 Gross SF) 2-bedroom 2-bathroom wood frame residence built in 1979. Agricultural Buildings consists of a 3,042 square foot steel frame barn built in 1970, a 2,750 square foot open-sided pole barn built in 2011, along with a few other minor ancillary structures.

SALE 4

	According to confirmation, the structures were in average condition and had no contribution to value or impact on overall price paid.
Size and Shape	4,158 acres with a very irregular shape
Sale Price	$50,000,000
Units of Comparison	$12,025 per acre
Financing	Cash to seller
Primary Soils	13 – Samsula muck 07 – Pomona fine sand 35 – Hontoon muck 17 – Smyrna and Myakka fine sands 40 – Wauchula fine sand 30 – Holopaw fine sand, depressional The organic/muck soils are found within the large marsh areas along the property's eastern boundary, with the upland sandy soils found throughout the property on its higher elevated upland pastures.
Utilities	There are no public utilities at the site, with the nearest utilities located approximately one mile north.
Land Types/%	Uplands 65% Wetlands per Cooperative Land Cover 35%

SALE 4



The wetland calculation was provided by Julie Morris, an Environmental Consultant with Conservation Florida, who had provided services on this property for a potential conservation easement that was never implemented. This calculation differs slightly from the National Wetlands Inventory. For analysis, we have relied upon the wetland ratio per Cooperative Land Cover at 35%.

The majority of the wetlands are located within the large forested and non-forested marsh areas along the eastern boundary extending into the property.

Easements

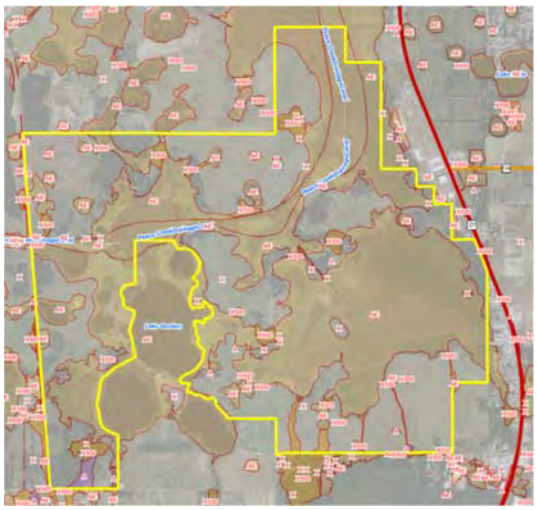
There was a 3-year cattle lease at the time of sale that was easily extinguishable and had no impact on price paid.

Drainage

The property drains via sheet flow into the center of the property, as well as into the large wetlands, which the channelized Piece Creek Drainage Canal flows through, eventually emptying into the Peace River several miles to the north and west.

SALE 4

Flood Zone	FEMA Flood Panels 12105C0545H, 12105C0565H, 12105C0710G, and 12105C730G, with an effective date of December 22, 2016, indicate the property is within Zones X, X500, AE, and A.



The lower elevated areas within the large wetlands along the east and Lake Gordon in the west are generally within Zone AE with minor areas of Zone X500 shaded in light orange and the accompanying exhibit. The elevated upland pastures are generally within Flood Zone X shaded in white in the accompanying exhibit.

OGM Rights	None outstanding
Verification	Name: Rick Rupp, Grantor 863-221-6497 By: Timothy Holden Date: June 2025
Conditions of Sale	Arm's length
Motivation	Long-term investment for future residential development.
Prior Sales History	No other recorded transactions in the past five years.
Marketing Time	Never placed on the open market, with the property offered privately by the sellers. In the spring of 2024, within a 45-day period, the grantors presented the property to three different realtors who stated they had willing buyers.

SALE 4

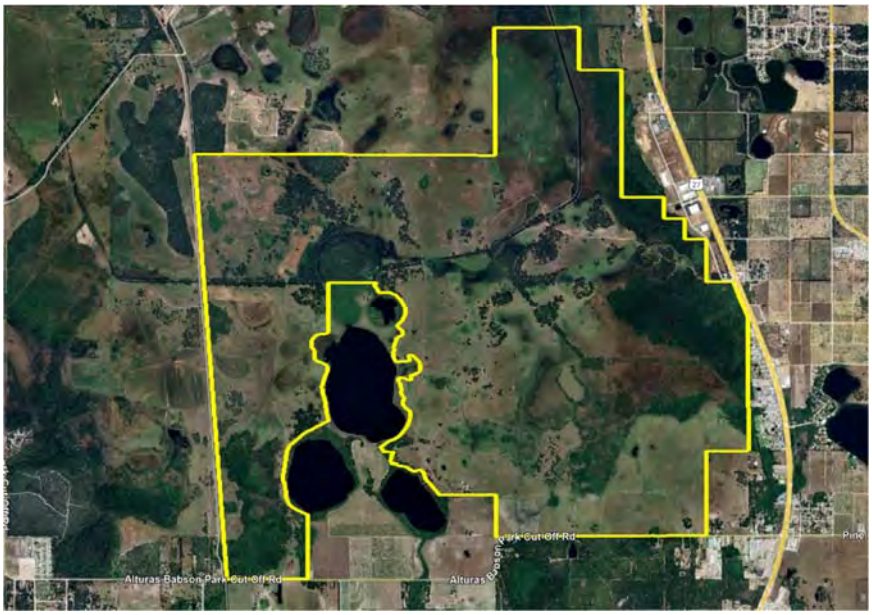
Additionally, the property was privately shown to five buyers, resulting in two written offers.

The grantors were comfortable accepting the offer from the Richland Group and appreciated their willingness to maintain the property in agricultural production until demand dictates that the market supports the development of a large master-planned community and business center.

Comments

The property consists of upland improved pastures and low-lying freshwater marsh and forested wetlands. The wetlands are primarily concentrated along the eastern boundary, with a large wetland extending into the property's interior. These wetlands are drained by the Peace Creek Drainage Canal that flows through the property from the north and exits along the western boundary, eventually emptying into the Peace River several miles west. There are three earthen bridge crossings over the drainage canal within the property.

The property wraps around the four bodies of water known as Lake Gordon, with the Peace Creek Drainage Canal flowing westward through the center of the property.



SALE 4

INSTR # 2024271466
BK 13350 Pgs 0657-0662 PG(s)6
12/02/2024 01:28:27 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 52.50
DEED DOC 350,000.00

Prepared by and return to:
Ellen M. Macfarlane
Macfarlane, Ferguson & McMullen
P.O. Box 1531
Tampa, Florida 33601-1531

Parcel ID Nos: 27-30-10-000000-024010; 27-30-14-000000-043020; 27-30-15-000000-013000; 27-30-16-000000-012000; 27-30-17-000000-012000; 27-30-20-000000-010000; 27-30-21-000000-011000; 27-30-22-000000-000000; 27-30-23-000000-031020; 27-30-23-000000-031030; 27-30-26-000000-033000; 27-30-27-000000-011000; 27-30-28-000000-011000; 27-30-29-000000-012020; 27-30-29-000000-014010; 27-30-29-000000-023000
Consideration: $50,000,000.00
Documentary Stamps: $350,000.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the 25th day of November, 2024, by **5R Ranch, LLLP,** a Florida limited liability limited partnership, f/k/a 5R Ranch Limited Partnership, a Florida limited partnership, whose mailing address is 236 McLean Point Court, Winter Haven, FL 33884 (**"Grantor"**), and **RMD Inland Investors, LLC,** a Delaware limited liability company, as to an undivided 50% interest; **EPC Holdings 808 LLC,** a Washington limited liability company, as to an undivided 41% interest; **Trilogy Land Holdings, LLC,** a Florida limited liability company, as to an undivided 9% interest, as tenants in common, whose mailing address is 400 N. Ashley Drive, Suite 1750, Tampa, FL 33602 (collectively, **"Grantee"**).

W I T N E S E T H:

The Grantor, for and in consideration of the sum of Ten and No/100ths Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, conveys, remises, releases and transfers unto the Grantee, its successors and assigns, all that certain land situate in Polk County, Florida (the "**Property**"), more fully described as follows:

See **Exhibit A** attached hereto and incorporated herein by reference, which land is subject to those matters set forth on **Exhibit B** attached hereto and incorporated herein by reference.

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.

EL SALE 1

Instrument	2025011832
County	Okeechobee
Type Instrument	Warranty Deed
Interest Acquired	Fee simple and less than fee simple
Date	October 6, 2025
Grantor	Pelaez and Sons, Inc.
Grantee	E 4 Cattle Company, LLC
Location	Located along the east side of NW 128th Avenue, 2 miles north of State Road 70, along the south side of the CSX Railroad right-of-way, in southern Okeechobee County, Florida.
Access	Legal: Legal access is via driveways along the frontage of NW 128th Avenue/Platts Bluff Road, a county-maintained, two-lane, paved road. Physical: Same as legal
Legal Description	Abridged: A parcel of land located in Sections 4, 5, 8, and 9, Township 37 South, Range 34 East; and Sections 32 and 33, Township 36 South, Range 34 East, Okeechobee County, FL Tax IDs: 1-04-37-34-0A00-00002-0000, 1-04-37-34-0A00-00002-A000, 1-05-37-34-0010-00000-0010, et al
Zoning/FLUP	Zoning Designation: The majority of the interior portion of the subject is Agriculture, with a ±600' strip along NW 128th Ave designated Residential Rural by Okeechobee County. Future Land Use Designation: The majority of the property has an Agricultural designation, permitting 1 du/10 acres. In addition, lands in the northwest corner have an Industrial overlay, by Okeechobee County.

EL SALE 1

	Typical/legal uses: Agricultural activities with a maximum density of 1 dwelling unit per 10 acres. Industrial development within the industrial overlay must go through Okeechobee County approval process and is not a viable use.
Present Use	Agricultural and recreational uses
Highest and Best Use	Continued agricultural and recreational use
Improvements	Site: Gates, fencing, cross-fencing, all-weather dirt internal ranch roads, perimeter canals/ditching for water control, 7 permitted wells, and cattle pens Building: Single-family residence and barns that have been adequately maintained consisting of: 918 SF under air residence built in 1965 640 SF shed built in 2016 1,600 SF pole barn built in 2016 4,423 SF horse/storage barn built in 1973 2,680 SF barn built in 1964 Improvements add to the overall utility of the property but have no independent contribution to value.
Size and Shape	1,471.24 acres, partially encumbered Property remaining in fee simple: 39.60-acre lot 22.06-acre right-of-way from an abandoned subdivision 61.66 total fee acres
Sale Price	$8,019,300
Units of Comparison	$5,451 per acre
Financing	Cash to seller

Primary Soils

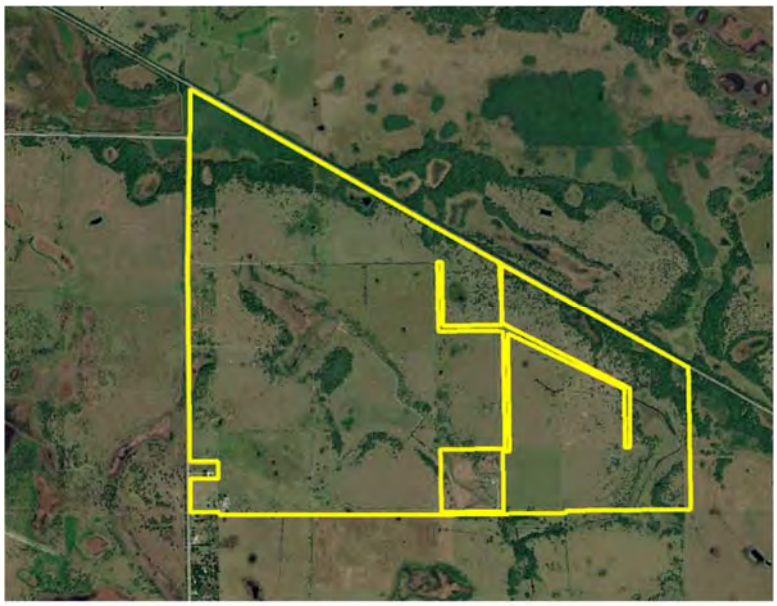
Name	Percentage of Property
11-Immokalee fine sand	59%
02-Basinger fine sand	13%
14-Myakka fine sand	11%
05-Valkaria fine sand	9%
07-Floridana, Riviera & Placid soils, depressional	6%

EL SALE 1

Utilities	Telephone	Local Provider
	Electric	Local Provider
	Water	Private wells
	Sewer	Private septic
Land Types/%	Uplands	89%
	Wetlands per National Wetlands Inventory	11%
	The property consists mainly of improved pasture, with native areas and isolated wetlands mainly located along the northern boundary.	
Easements	On April 13, 2017, the property was encumbered with a State of Florida TIITF perpetual conservation easement, to preserve the property as a working agricultural enterprise for $3,250,000, or $2,304 pr acre. The easement restricts future additional residential development on the subject to only one 5-acre building envelope and the single existing residence with no parcel splits/subdivision allowed. Fee simple acreage: 39.60-acre lot 22.06-acre right-of-way from an abandoned subdivision 61.66 total fee acres	
Drainage	Water control is by gravity/sheetflow into the interior network of canals/field ditches that channel runoff in a general southern direction, emptying into a structure at the southern boundary, eventually discharging into the Kissimmee River.	
Flood Zone	FEMA Flood Map Number 12093C0400C dated July 16, 2015, indicates the subject lies within the following flood zones: - Flood Zone A: Special Flood Hazard Areas subject to inundation by the 1% annual chance flood; no base flood elevations determined. - Flood Zone X: Other Areas; Areas determined to be outside the 0.2% annual chance flood	
OGM Rights	Assumed none outstanding	

EL SALE 1

Verification	Name	Ralph Pelaez, Grantor
	By	Philip M. Holden, MAI
	Date	November 2025
Conditions of Sale	Arm's length	
Motivation	Purchased by a local agricultural entity for continued ag and rec uses.	
Prior Sales History	The majority of the property was under the ownership of the Grantor for decades before sale. On April 28, 2017, Christina Hooker, a member of the Pelaez family, sold her 39.6-acre lot to Pelaez and Sons, Inc for $250,000. This lot was formerly part of the Eagles States subdivision planned for the property, though the subdivision was never completed. This lot is outside of the conservation easement covering the majority of the property. This transaction is recorded in Okeechobee County Official Records Instrument No. 2025011832.	
Marketing Time	The property was never placed on the open market, however, the owners did contact several local brokerages to offer it privately for sale.	
Comments	The property consists of a mix of improved pastures and native lands in excellent condition.	



EL SALE 1

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 $8,019,253.98 [Space Above This Line For Recording Data]

Rec 44.00
DS 56,138.10

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.

EL SALE 2

Instrument	2025010602
County	Okeechobee
Type Instrument	Warranty Deed
Interest Acquired	Fee Simple and less than fee simple
Date	September 19, 2025
Grantor	Pelaez and Sons, Inc.
Grantee	Cala Glade Holdings, LLC
Location	Interior parcel located 1 mile north from the northern terminus of Dinner Hammock Road, 5.50 miles west of US Highway 441, northern Okeechobee County.
Access	Access to the property is via approximately 1 mile of a shellrock graded easement that is shared with abutting ownerships extending 1 mile north from the northern terminus of Dinner Hammock Road, a county-maintained paved two-lane undivided roadway that provides adequate access to the major thoroughfares in the area. Interior access is provided by all-weather ranch roads and trails traveling throughout the ownership.
Legal Description	Abridged: A parcel of land located in Section 11, Township 34 South, Range 34 East, Okeechobee County, FL Tax ID: 1-11-34-34-0A00-00001-A000
Zoning/FLUP	Zoning Designation: Agriculture, by Okeechobee County FLUP Designation: Agriculture, permitting 1 du/10 acres (with paved roads), by Okeechobee County.
Present Use	Agricultural (cattle grazing, hay production), and recreational uses
Highest and Best Use	Continued agricultural use

EL SALE 2

Improvements	Site: Gates, fencing, cross-fencing Building: - Building built in 2016 containing 3,264 SF - Covered cattle working area within cattle pens built in 2022 containing 372 SF Improvements add to the overall utility of the property but have no independent contribution to value.
Size and Shape	758.05 acres, partially encumbered with a 5-acre fee simple cutout
Sale Price	$3,800,000
Units of Comparison	$5,013 per acre
Financing	Cash to seller

Primary Soils

Name	Percentage of Property
07-Floridana, Riviera, and Placid soils	46%
05-Valkaria fine sand	27%
14-Myakka fine sand	21%
02-Basinger fine sand	4%

Utilities

Telephone	Local Provider
Electric	Local Provider
Water	Private wells
Sewer	Private septic

Land Types/%

Uplands	75%
Wetlands per National Wetlands Inventory	25%

The property consists of improved pastures served by a network of canals providing good water control, along with native and forested areas.

Easements

There are nonexclusive access, utility, and drainage easements, typical for agricultural properties in this area.

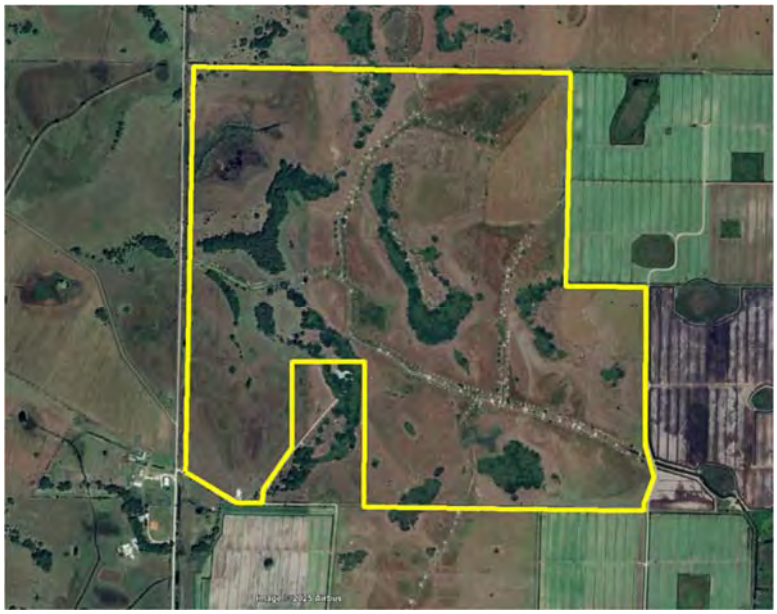
The property is encumbered with a State of Florida Rural and Family Lands Protection Program Easement. Permitted land uses include:

EL SALE 2

	- Agricultural and recreational uses including further improving the land into other Ag uses. - Lands designated as SNA shall remain natural areas (69.5 acres of wetlands and forested uplands) Permitted residential density including fee land: - No residential building improvements permitted on the encumbered area. - No subdivision/parcel split. - Full fee simple uses on an unencumbered 5-acre cutout.
Drainage	The property drains via sheet flow into main internal canals located in the central portion which flow west into a main north-south canal along the western boundary that is shared with adjacent ownerships. The property has independent water control with no adjacent lands directly draining onto the property, which is a desirable feature, especially during times of high water.
Flood Zone	FEMA Flood Map Number 12093C0175C dated July 16, 2015, indicates the subject lies within the following flood zones: - Flood Zone A: Special Flood Hazard Areas subject to inundation by the 1% annual chance flood; no base flood elevations determined. - Flood Zone X: Other Areas; Areas determined to be outside the 0.2% annual chance flood
OGM Rights	Assumed none outstanding
Verification	Name: Ralph Pelaez, Grantor By: Philip M. Holden, MAI Date: November 2025
Conditions of Sale	Arm’s length
Motivation	Purchased by a local agricultural entity for continued ag and rec uses.
Prior Sales History	Property was purchased by Grantor on April 21, 2017, from Willaway Cattle & Sod Limited Partnership (Okeechobee ORB 789, Page 1300)

EL SALE 2

Marketing Time	The property was never placed on the open market, however, the owners did contact several local brokerages to offer it privately for sale.
Comments	The property consists of a mix of improved pastures and native lands in excellent condition.



EL SALE 2

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.

EL SALE 3

Instrument	202341105936
County	Manatee
Type Instrument	Warranty Deed
Interest Acquired	Less than Fee Simple (Encumbered subject to a conservation easement)
Date	October 3, 2023
Grantor	Land South Manatee, LLC
Grantee	Harper's RC Properties, LLC
Location	Along the north side of Harrison Road and the Sarasota County line, one mile north of State Road 72, and 1.5 miles east of Sugarbowl Road, in the southeastern corner of Manatee County, Florida
Address	27255 Harrison Road Sidell, FL 34266
Access	Physical and legal access is via an unpaved drive along shellrock-graded Harrison Road. Access to the northern ±480 acres is via a 70-foot-wide improved appurtenant ingress/egress easement through the abutting citrus grove along with an additional fee simple 70-foot-wide fee simple strip along the subject's eastern boundary. Internal access is provided by dirt trails, all-weather dirt and shellrock roads.
Legal Description	Abridged: Sections 25, 26, 34 & 35, Township 37 South, Range 22 East, Manatee County, Florida Tax ID: 119000409
Zoning/FLUP	Zoning: Agriculture, by Manatee County FLUP: Agricultural/Rural, permitting 1 du/5 acres by Manatee County.

EL SALE 3

	Typical/legal uses: Agricultural activities with a maximum density of 1 dwelling unit per 5 acres
Present Use	Agriculture, recreation, rural residential
Highest and Best Use	Agricultural, existing rural residential, and recreation, with the right to construct up to one additional residential structure up to 10,000 SF of impervious surface within a 5-acre undefined building envelope with no subdivisions/partial split permitted under the proposed conservation easement. In addition, the subject has the ability to harvest sod from an improved pasture area, provided that at least 75% of all improved pasture areas shall remain unharvested in any one calendar year. The subject is limited to 2 residential units: one existing and one additional.
Improvements	Site: Typical ranch land improvements consisting of improved pasture areas with canals/ditching for water control, fences, cross-fences, interior all-weather dirt roads, agricultural wells for cattle watering troughs. Building: 2,885 SF under air wood frame 3-bedroom lodge including 725 SF loft with detached garage built in 2009 in good condition, 6,250 SF steel barn built in 1983, cattle pens with 2,600 SF covered working area.
Size and Shape	1,044.88 acres, with an irregular shape
Sale Price	$4,000,000
Units of Comparison	$3,828 per acre
Financing	Cash to seller
Primary Soils	

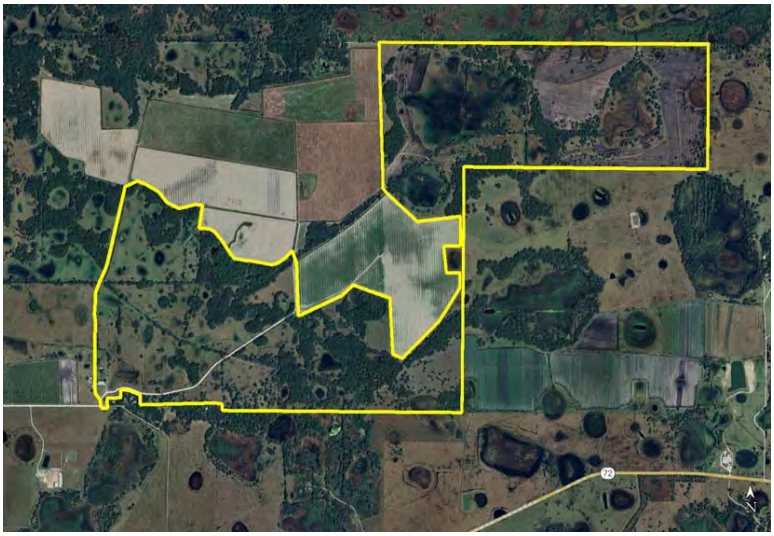
Name	Percentage of Property
25-Florida fine sand	37%
20-EauGallie-EauGallie wet, fine sand	26%
39-Parkwood variant	12%
15-Delray mucky loamy fine sand	7%
22-Felda fine sand	6%
26-Floridana-Immokalee-Okeelanta Association	5%

EL SALE 3

Utilities	Telephone	Local Provider
	Electric	Local Provider
	Water	Private wells
	Sewer	Private septic
Land Types/%	Uplands	68%
	Wetlands per National Wetlands Inventory	32%
Easements	Typical utility easements and access/drainage easements. The property is also encumbered by a State of Florida DEP Conservation Easement, with the following restrictions/rights: No divisions, no commercial timber harvesting, one additional dwelling, excluding the existing dwelling, can be constructed but limited to 10,000 SF including overhangs and porches, with no more than two related outbuildings of 2,000 SF each, located on 5 contiguous acres. The right to harvest sod from improved pasture area provided that at least 75% of the improved pasture area remains unharvested in any calendar year. The right to maintain the Grantor's commercial cattle operation.	
Drainage	Water control is accomplished by gravity/sheetflow from the improved areas into the interior network of canals/field ditches that channel runoff in a general southeasterly direction, eventually draining offsite along the western boundary. Water control on the subject is considered good for its low intensity agricultural, rural residential, and recreation uses.	
Flood Zone	FEMA Flood Zones A and X	
OGM Rights	None outstanding	
Verification	Name	Mark Mizell, Land South Group
	By	Philip M. Holden, MAI
	Date	January 8, 2025
Conditions of Sale	Arm's length	
Motivation	Purchase property in conjunction with abutting 592±-acre tract (different ownership).	

EL SALE 3

Prior Sales History	No other sales transactions in the past 5 years.
Marketing Time	Never openly marketed. Buyer approached seller.
Comments	The property is partially wooded with hardwoods, cropland, pastureland, and lakes.



EL SALE 3

Inst. Number: 202341105936 Page 1 of 3 Date: 10/3/2023 Time: 2:05 PM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 28,000.00

Prepared by and return to:
Richard A. Miller
Attorney at Law
Miller Troiano PA
2323 S. Florida Ave
Lakeland, FL 33803
863-688-7038
File Number: **4-30448**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **3rd** day of **October, 2023** between **Land South Manatee, LLC, a Florida limited liability company** whose post office address is **P.O. Box 6165, Lakeland, FL 33807**, grantor, and **Harper's RC Properties, LLC, a Louisiana limited liability company** whose post office address is **17732 Highland Road, Suite G-285, Baton Rouge, LA 70810, United States of America**, 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 Exhibit "A" attached hereto and made a part hereof.

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, 2022**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

EL SALE 4

OR Book/Page	13338/319
County	Polk
Type Instrument	Special Warranty Deed
Interest Acquired	Encumbered fee simple (encumbered by Atlantic Coast Conservancy conservation easement)
Date	November 8, 2024 (closing date) November 2023 (contract date)
Grantor	Land South Manatee, LLC
Grantee	Southern Sisters Family Limited Partnership
Location	Property located along the south side of Avon Park Cutoff Road, 1.20 miles west of Singletary Road, 7.50 miles west of US Highway 27, 7 miles east of Peace River, southeast of Fort Meade in southern Polk County, FL
Access	Via frontage Avon Park Cutoff Road, a county-maintained paved, undivided roadway.
Legal Description	Abridged: A parcel of land located in Sections 22, 23, 24, and 26, Township 26 South, Range 32 East, Polk County, Florida Tax IDs: 26-32-23-000000-022020, 26-32-26-000000-012030, 26-32-26-000000-021030, 26-32-23-000000-011030, 26-32-24-000000-023010, 26-32-22-000000-021010
Zoning/FLUP	A/RR, Agriculture / Rural Residential, by Polk County
Present Use	Agriculture (cattle grazing) and recreation
Highest and Best Use	Continued agriculture and recreation as outlined in Atlantic Coast Conservancy conservation easement documents.
Improvements	Site: Typical ranch land improvements including cattle working pens, fencing, cattle watering holes, improved pastures covering 34%, and internal ranch roads/trails.

EL SALE 4

	Building: None Improvements add to the overall utility of the property but have no independent contribution to value.
Size and Shape	1,112.73 acres with an irregular shape according to Polk County Property Appraiser's records
Sale Price	$3,891,082 (see comments as this price was agreed upon in November of 2023)
Units of Comparison	$3,497 per gross acre
Financing	Cash to seller
Primary Soils	Map Unit — Percentage of property 17-Smyrna and Myakka fine sands — 73% 36-Basinger mucky fine sand, depressional — 7% 21-Immokalee sand — 4% 25-Placid and Myakka fine sands, depressional — 4% Miscellaneous — 12% TOTAL — 100% The main soil of the property is Smyrna and Myakka fine sands which cover the majority of the property consisting of improved pasture and native palmetto prairie besides scattered small isolated areas. These soils are well suited for pasture along with other agricultural uses.
Utilities	Telephone — Local Provider Electric — Local Provider Water — Private wells Sewer — Private septic
Land Types/%	Uplands — 82% Wetlands per National Wetlands Inventory — 18%
Easements	100% of the property is encumbered by several Atlantic Coast Conservancy conservation easements since December 2017 and recorded in separate Polk County Official Records Book/Pages 9989/733, 10025/441, 10025/474, 10345/426, 10353/1426, and 10353/1335.

EL SALE 4

All of the recorded easements have the same language with the entire property essentially encumbered with one easement including baseline documentation with the following critical allowed uses and restrictions:

Permitted Uses

- This conservation easement does not limit agricultural and ranch uses of the property, so long as they are consistent with the terms, conditions, and restrictions set forth in the conservation easement. The property owner retains the right to farm the area, grazing of livestock, pine silviculture, along with agri-tourism and ecotourism.
- Improved farming is permitted provided that the crops are grown only in areas depicted as agricultural areas in accordance with a 10-year agricultural management plan.
- New agricultural buildings are permitted on lands designated as Agricultural Area
- The property owner retains all hunting and fishing rights.
- The property owner retains all Forest Carbon Services rights related to forest carbon, including but not limited to mitigation credits or offsets.
- Property owner reserves the right to conduct public outdoor recreational activities and educational activities related to such uses.
- Property owner retains the right to construct an unpaved Main Access Road approximately 30 feet wide along with additional unpaved Agricultural Access Roads 20 feet wide.
- Property owner retains the right to establish foot trails throughout the property
- Property owner may establish and maintain hunting stands and platforms.

Prohibited Uses

- Building or placing buildings or structures on the easement area besides agricultural buildings described above.
- Subdivision is prohibited
- Removal or destruction of native vegetation is prohibited
- Mining is prohibited.
- Citrus groves are prohibited
- Storage or dumping of trash is prohibited
- Alteration of the native lands is prohibited

EL SALE 4

- telecommunications facilities and tower sites are prohibited
- Alteration or dredging of soils changing the topography of the property is prohibited.

Overall, the easement prohibits subdivision and construction of residential structures though it allows agricultural buildings needed to support the agricultural activities on the property. The property owner retains the right to cattle graze, pine silviculture, improved farming on agriculture designated areas with a 10-year agricultural management plan, along with agri-tourism and ecotourism.

Drainage

The property lacks significant land improvements for water control besides a few interior shallow field ditches that direct surface water southward eventually off-site into the headwaters of Sandy Gully. There are no wells serving the property according to the seller.

Flood Zone

Flood Zone According to FEMA Flood Map Number 12049C0090D effective November 6, 2013, and 12105C0925G effective December 22, 2016, the subject is located within the following flood zones:

- Zone A, High Risk Areas within Special Flood Hazard Areas within the 100-year floodplain, with base flood elevations not determined. These areas are within the isolated depressional/wetland areas scattered throughout.
- Zone X, Moderate to Low-Risk Areas outside Special Flood Hazard Areas, outside the 100-year and 500-year floodplain. These areas cover the majority of the property consisting of upland improved pasture and palmetto prairie located throughout the property.

The areas within Flood Zone A cover the wetlands and immediate surrounding areas and do have restrictions on potential uses/development due to seasonal flooding.

OGM Rights

None outstanding

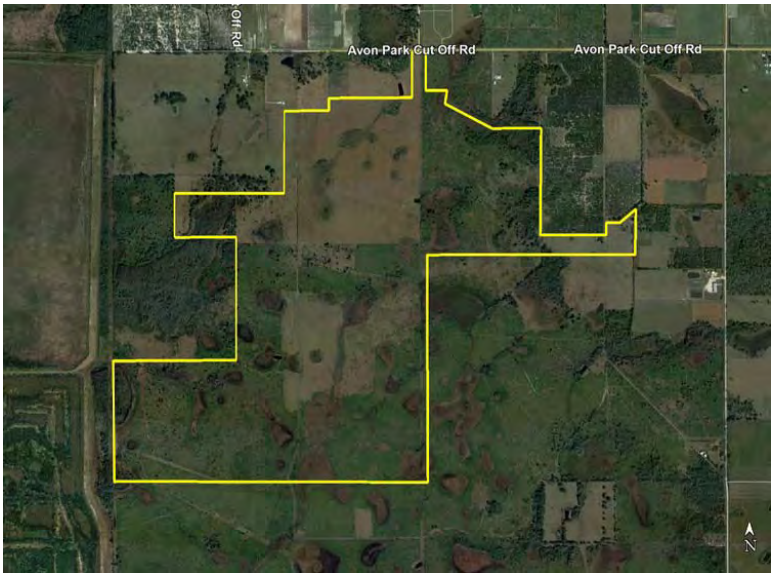
Verification

Name Rob Harper, seller
By Timothy S. Holden
Date August 1, 2025

EL SALE 4

Conditions of Sale	Arm's length
Motivation	The buyer (Southern Sisters Family Limited Partnership) acquired the property for agricultural and recreational use. The property was initially put under contract in November 2023 to another party (EIP), who had planned to permit the property as a mitigation bank and put down approximately $180,000 of hard money, proposing to close in one year. The seller refused to grant an extension to the closing after EIP requested one, as permitting was taking longer than expected. The contract was assignable and EIP transferred the contract to Southern Sisters Family Limited Partnership, who closed on the property.
Prior Sales History	Prior sale was on October 15, 2023, for $2,820,200, or $2,534 per acre, Polk County ORB 12887/1135. EIP was also interested in acquiring the property at the time of the October 2023 sale but Land South Manatee, LLC could pay cash and bought the property. The property was put under contract to EIP immediately in November 2023 for $3,891,082 with a one-year closing. EIP eventually assigned the contract to Southern Sisters Family Limited Partnership as they could not acquire the permits for a mitigation bank in a timely manner to close in 2024.
Marketing Time	The property was never put on the open market with negotiations directly between grantor and grantee.
Comments	The property consists of a mix of open improved pasture in fair condition covering approximately 34% with the remaining uplands consisting of palmetto prairie, scattered oaks with minimal forested areas. Reportedly, there was a significant amount of cogongrass within the palmettoes. Wetlands cover 18% of the property and consist of freshwater marsh areas scattered throughout.

EL SALE 4



EL SALE 4

INSTR # 2024262529
BK 13338 Pgs 0319-0323 PG(s)5
11/19/2024 10:57:23 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 44.00
DEED DOC 27,237.70

This Instrument prepared by
and upon recording return to:
Andrew J. McBride, Esq.
Adams and Reese LLP
100 North Tampa Street, Suite 4000
Tampa, Florida 33602

Consideration: $3,891,082.00

Parcel ID Nos:
26-32-23-000000-022020
26-32-26-000000-012030
26-32-26-000000-021030
26-32-23-000000-011030
26-32-24-000000-023010
26-32-22-000000-021010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 8th day of November 2024, by and between **LAND SOUTH MANATEE, LLC**, a Florida limited liability company, whose address is P. O. Box 6165, Lakeland, Florida 33807 ("Grantor"), and **SOUTHERN SISTERS FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, whose address is 1315 North Lake Isis Drive, Avon Park, Florida 33825("Grantee").

W I T N E S S E T H

That the Grantor, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described land, situate, lying and being in **Polk County, Florida**, to-wit:

See **Exhibit "A"** attached hereto and made a part hereof.

TOGETHER with all improvements located thereon and all appurtenances thereto belonging or otherwise appertaining.

TO HAVE AND TO HOLD THE SAME IN FEE SIMPLE FOREVER.

This conveyance is subject only to those encumbrances set forth on **Exhibit "B"** attached hereto and made a part hereof, without intending to reimpose the same.

Grantor hereby covenants with Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey the land; that it fully warrants the title to the land and will defend the same against the lawful claims of all persons and parties claiming by, through or under Grantor, but against none other.

[remainder of page intentionally left blank]

[signatures and acknowledgements commence on following page]

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: Thundercloud Ranch
County: Manatee

DEED OF RURAL LANDS PROTECTION EASEMENT

THIS DEED OF RURAL LANDS PROTECTION EASEMENT is made this ___ day of _____ 202_, by THUNDERCLOUD RANCH, LLC, a Florida limited liability company, whose address is 10385 S. Frankland Rd., Tampa, FL 33629, ("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: Thundercloud Ranch, LLC, Alex Walter, 10385 S. Frankland Rd., Tampa, FL 33629

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. I**f 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:
THUNDERCLOUD RANCH, a Florida limited liability company

Witnesses:

Signature: _____

Printed Name: _____

Address: _____

_____

_____
Alexander Walter, Owner

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 Alexander Walter, as Owner on behalf of Thundercloud Ranch, LLC, a Florida limited liability company, 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: _____

By: FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Printed Name: _____

Address: _____

_____

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

_____
Signed

My Commission Expires:

_____
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

S.F. HOLDEN, INC.

REAL ESTATE APPRAISERS AND CONSULTANTS
Licensed Real Estate Broker

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

ABRIDGED QUALIFICATIONS

PHILIP M. HOLDEN, MAI

State-Certified General Real Estate Appraiser RZ1666

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

Appraisal Courses and Seminars
Valuation of Less Than Fee - May 1995, 1996
Riparian Rights - May 1994
Easement Valuation - May 1994
Cattle Grazing Seminar - May 1993
Permanent Plantings – October 1997
Appraising Rural Properties – May 1997
Realtors Land Institute Citrus Course – May 1999
University of Florida, Citrus Seminar – April 1999
Highest/Best Use/ Valuation Techniques – May 2000
Attacking and Defending Appraisals – June 2000
SFWMD Federal Land Acquisitions – May 2001
SJRWMD Land Acquisitions – December 2001
SFWMD Oil & Gas Mineral Valuation – 5/2002
SFWMD Everglades Restoration – 5/2002
Appraising the Appraisal – 2003
Automation in Appraisal Reporting – 2003
SFWMD Appraisal Seminar – 2003 through 2008
Valuation of Conservation Easements – 1/2008, 9/2009
2014 Tax Overview
Appraising Complex Residential Properties – 10/2016
How to Recognize and Avoid Mortgage Fraud – 10/2016
Uniform Standards for Fed. Land Acquisitions – 2/2018
Valuing Rural America – 5/2019
Corridor Valuation – 10/2025

Appraisal Institute
Limited Appraisals/Evaluations - May 1995
Income Valuation - March 1995
Powerline Easements - April 1994
Americans with Disabilities Act - February 1994
Partial Interest Valuation – August 1999
Florida Appraisal Law – 2008; 2012; 2014; 2016; 8/2022
Uniform Standards for Fed. Land Acquisitions – 2007; 2018
USPAP–1997; 2012; 2014; 2016; 2018; 2020; 2022' 1/2026
USPAP Core Law – July 16, 2010; May 18, 2012
Code of Ethics/Professional Bus. Pract.– 2006; 2015; 2022
Supervisor Trainee Roles and Rules – 7/16/10
Financial Reform Legislation – 7/1/10
Appraising Natural Resources -5/20/13
The Tough One: Appraising Mixed-Use Properties – 8/16
Staying Out of Trouble – 12/11/2017
Client Requested Evaluations - 10/11/2019
Developing a Supportable Workfile – 10/11/2019
Transferred Value – 6/10/2020

American Institute of Real Estate Appraisers
Course 1-A - August 1976
Course VIII - June 1977
Course 1-B - March 1978 and 1986
Course II - March 1979
Standards of Professional Practice – June 1992

Real Estate Appraiser
Currently licensed through November 30, 2026

Real Estate Broker
Currently licensed through September 30, 2026

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

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www.appraisalinstitute.org

Official Academic Record for Appraisers

This document certifies that

Philip M. Holden, MAI
8259 N. Military Tr., Ste. 10
Palm Beach Gardens, FL 33410

has successfully completed the Appraisal Institute's course 797 - Valuation of Conservation Easements at Department of Environmental Protection in Tallahassee, FL on 01/14/2008 - 01/18/2008.

Classroom hours: 31.0 Exam hours: 2.0

Attendance was 100% with a passing grade

Verified by Larisa Phillips on 01/28/2008.

Larisa Phillips
State Certification/Licensing

AD

S.F. HOLDEN, INC.

REAL ESTATE APPRAISERS AND CONSULTANTS
Licensed Real Estate Broker

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

ABRIDGED QUALIFICATIONS

TIMOTHY S. HOLDEN

State-Certified General Real Estate Appraiser RZ 3683

Timothy S. Holden is a graduate of the University of Central Florida with a Bachelor of Arts degree in Business Administration. Mr. Holden has been a State-Certified General Real Estate Appraiser since 2014 and has been researching, contributing to appraisal reports, and appraising since December, 2006. He has successfully completed the following courses:

Appraisal Institute
Uniform Appraisal Standards for Federal Land Acquisitions, January, 2007; November 2017, May 2024
Basic Appraisal Principals, June, 2007
Basic Appraisal Procedures, June, 2007
15-hour National USPAP Course, July, 2007
Residential Sales Comparison and Income Approaches, July, 2007
General Appraiser Income Approach (Part I), April, 2008
General Appraiser Sales Comparison Approach, March 2009
Real Estate Finance Statistics and Valuation Modeling, August/September, 2009
General Appraiser Market Analysis and Highest and Best Use, December 2009
General Appraiser Report Writing and Case Studies, July, 2011
Florida Appraisal Law 2012, 5/2012 2014, 2/2014; 11/15/2019; 8/16/2022
General Appraiser Income Approach (Part 2), September, 2012
General Appraiser Site Valuation and Cost Approach, October 2013
Developing a Supportable Workfile, November 2013, October 11, 2019
7-Hour National USPAP Update, 2/2014; 2/9/2018; 11/8/2020; 8/18/2022; 9/2024
Advanced Income Capitalization, March 2014
The Tough Ones: Mixed-Use Properties, August, 2016
Business Practice and Ethics, December, 2015
Trial Components: Recipe for Success or Disaster, July 2020
Staying Out of Trouble, December 2017
Litigation Appraising, May 2018
Client Requested Evaluations, October 2019

Additional Appraisal Courses
SFWMD Appraisal Seminar – 5/2007, 5/2008
ASFMRA - Valuation of Conservation Easements and Other Partial Interests in Real Estate, September, 2009
ASFMRA - Florida Law Update, August, 2010; July, 2016; October, 2018
ASFMRA - Roles/Rules of Supervisors/Trainees, August, 2010
ASFMRA - 7-hour National USPAP Course Update, April, 2012; May, 2016; October 2024
ASFMRA – Dairy Appraisal, April, 2012
ASFMRA – Valuing Rural America, 5/2019
Appraising Small Residential 11/15/2020
Florida Eminent Domain, 11/2023

Major property types that Timothy S. Holden has assisted in appraising include commercial, industrial, office, agricultural properties (farms, ranches, citrus groves, conservation easements); residential properties (single and multi-family, including individual mobile homes and parks); and vacant land.

State-Certified General Real Estate Appraiser: Currently licensed through November 30, 2026
Real Estate Sales Associate License #SL3326965: Currently licensed through March 31, 2027

The American Society of Farm Managers and Rural Appraisers

CERTIFICATE OF ACHIEVEMENT

Timothy Holden

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

SSN : _____ STATE LICENSE NO. : _____

has successfully completed and passed

Valuation of Conservation Easements and Other Partial Interests in Real Estate

Fort Pierce, FL

09/16/2009 – 09/19/2009

Student attended all instructional presentations and passed examination

Course Hours: 22
Examination Hours: 2

Brian Stockman
Executive Vice President
11/4/2009

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BUREAU OF APPRAISAL - APPRAISAL CHECKLIST
PART ONE

GENERAL — VACANT LAND

		Yes	Page No.	No	N/A
1	Is a completed "Executive Summary" included for each parcel and/or final opinion of value?	☒	7	☐	☐
2	Does the appraisal follow the recommended general format for narrative appraisal reports (this format should be used by the fee appraiser as a general guide)?	☒		☐	☐

PREMISES OF THE APPRAISAL

3	Is there a description of the extent of the process (scope) of collecting, confirming and reporting data?	☒	29	☐	☐
4	Is the Bureau of Appraisal's definition of market value, or other defined value, used?	☒	24	☐	☐
5	Is the intended use (function) and user of the appraisal identified?	☒	24	☐	☐
6	Are the property interests (rights) appraised identified? (e.g. fee simple, leased fee, easement, fee simple subject to)	☒	24	☐	☐
7	Does the appraisal state any Extraordinary Assumptions and Hypothetical Conditions?	☒	21	☐	☐
8	Does the appraisal report consider whether a fractional interest, physical segment or partial holding contributes pro rata to the value of the whole?	☐		☐	☒
9	Are the effective date of value and the date of the appraisal report stated?	☒	letter, 24	☐	☐

PRESENTATION OF DATA

10	Is a legal description of the property appraised included in the report?	☒	35	☐	☐
11	Is a five-year subject sales history included?	☒	34	☐	☐
12	Does the appraiser explain why the previous sale of the subject, if within five years, was not used in the valuation?	☐		☐	☒

		Yes	Page No.	No	N/A
13	Is any current agreement of sale, option or listing of the property under appraisal analyzed?	☐		☐	☒
14	Was a neighborhood analysis provided including a discussion of market trends, either positive or negative, which affects the subject property?	☒	32	☐	☐
15	Is a land use analysis provided which discusses existing land use and zoning designations, impending use restrictions or proposed concurrency or land use planning restrictions?	☒	51	☐	☐
16	Does the appraisal report provide the current assessed value of the subject property?	☒	52	☐	☐
DESCRIPTION OF SUBJECT					
17	Are photographs and an aerial included?	☒	14	☐	☐
18	Does the appraisal report describe the size, shape and other physical characteristics of the site/land?	☒	38	☐	☐
19	Does the appraisal report describe access to the property?	☒	36	☐	☐
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?	☒	38	☐	☐
22	Does the appraisal report describe the location of the property?	☒	36	☐	☐
23	Does the appraisal report describe the property's road frontage?	☒	36	☐	☐
24	Does the appraisal report describe the property's water frontage?	☐		☐	☒
25	Does the appraisal report describe utilities available and their proximity to the property?	☒	38	☐	☐
26	Does the appraisal report describe nuisances and hazards, if any, affecting the value of the property?	☐		☐	☒

		Yes	Page No.	No	N/A
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?	☒	52	☐	☐
29	Does the appraisal report describe the drainage and the existence of flood plain conditions affecting the value of the property?	☒	38	☐	☐
30	Does the appraisal report discuss any easements, encroachments and rights-of-way affecting the value of the property and the affect on value?	☒	47	☐	☐
31	Does the appraisal report discuss the affect on the value of the property as a result of outstanding oil, gas and mineral interests?	☐		☐	☒

ANALYSIS OF DATA AND CONCLUSIONS

Highest and Best Use

		Yes	Page No.	No	N/A
32	Is the highest and best use of the property "as vacant" and "as improved," if applicable, analyzed?	☒	53	☐	☐
33	Is the highest and best use based on an "economic use" of the property?	☒		☐	☐

Land Valuation

34	Is a minimum of 3 sales included and analyzed?	☒		☐	☐
35	Are photographs and an aerial of the sales included?	☒	Addenda	☐	☐
36	Did the appraiser include a sale and listing location map that also shows the subject?	☒	74, 89	☐	☐
37	Is the unit of comparison appropriate for the subject's market?	☒		☐	☐
38	Are the comparable sales similar to the subject in highest and best use?	☒		☐	☐
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?	☐		☐	☒
40	Are the comparable sales adjusted for cash equivalency or otherwise clearly explained?	☒		☐	☐
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?	☒	100	☐	☐
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?	☐		☐	☒

		Yes	Page No.	No	N/A
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,

PROCEED TO PART THREE – NUMBER 78

BUREAU OF APPRAISAL - APPRAISAL CHECKLIST
PART TWO

GENERAL - IMPROVED PROPERTIES

Cost Approach

		Yes	Page No.	No	N/A
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?	☐		☐	☐
56	Is a general comparable rental location map also showing the location of the subject property included?	☐		☐	☐
57	Are adjustments to the comparable rentals supported?	☐		☐	☐

		Yes	Page No.	No	N/A
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?	☐		☐	☐
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?	☐		☐	☐

		Yes	Page No.	No	N/A
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

Reconciliation

		Yes	Page No.	No	N/A
78	Is the quality and quantity of data considered and reconciled and the applicability or suitability of the approaches considered and reconciled?	☒		☐	☐
79	Is the final value estimate consistent with the highest and best use, the data, and analyses presented in the report?	☒		☐	☐
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?	☐		☐	☒
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?	☐		☐	☒

Miscellaneous

82	Does the report provide an estimate of the property's anticipated exposure time, as required by USPAP?	☒	25	☐	☐
83	Does the appraisal explain and support the exclusion of any of the usual valuation approaches?	☒	71	☐	☐
84	Are Extraordinary Assumptions and Hypothetical Conditions repeated, or referenced with all statements of the final opinion of value?	☒	100	☐	☐

SIGNED: **Philip M. Holden, MAI** **DATE:** **2026**

Baseline Documentation Report

Thundercloud Ranch

July 15, 2026 | Project Number: 1000020804 | Task Assignment No. 072

Site Location:

SR 62
Parrish, Manatee County, Florida
Sections 19, Township 33S, 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

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Materials

Table of Contents

CERTIFICATION 3

1.0 Introduction 4

2.0 Subject Property Location and Owner 5

2.1 Project Significance 5
2.2 Subject Property Location 5
2.3 Subject Property Owner Information 6

3.0 Methodology 6

3.1 Desktop Assessment 6
3.2 Site Reconnaissance 6
3.3 Land Use & Habitat Assessment 6
3.4 Flora & Fauna Assessment 7

4.0 Desktop Assessment 8

4.1 Topography and Hydrology 8
4.2 Area Physiography 8
4.3 Soil Survey 8
4.4 National Wetlands Inventory 9
4.5 Aquifer Classification 9
4.6 Historical Aerial Imagery & Topographic Maps 10

5.0 Site Reconnaissance 11

6.0 Land Use & Habitat Assessment 11

6.1 Primary Land Use 11
6.2 Existing Site Conditions / Natural Communities and Land Covers 12
6.3 Existing Improvements 15
6.4 Significant Natural Area Selection 15
6.5 Landowner/Land Manager Interview 16

7.0 Flora & Fauna Assessment 16

7.1 Listed and Non-Listed Fauna 17

7.1.1 Listed Wildlife 17
7.1.2 Non-Listed Wildlife 19
7.1.3 Full List of Wildlife Identified on the Subject Property 20
7.2 Non-Native & Invasive Flora 21
7.3 Florida Natural Areas Inventory (FNAI) 21
7.4 Migratory Bird Databases 22
7.4.1 Bald Eagles 22
7.4.2 Florida Breeding Bird Atlas 22
7.4.3 Water Bird Locator Database 23
8.0 Recommendations 23
Appendix A Exhibits 24
Appendix B Soil Survey Report 25
Appendix C Historical Aerial Imagery & Topographic Maps 26
Appendix D Photodocumentation 27
Appendix E Significant Natural Areas (SNA) Map 28
Appendix F Listed Species Reports & Other Wildlife Reports 29
Appendix G Probability of Occurrence of Listed Flora and Fauna Species Table 30
Appendix H Resumes 31

CERTIFICATION

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

Terracon certifies the following:

a. The site visit was completed on June 23, 2026, and the original report was completed on July 15, 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

Frank Powell, PMP, REM
Regional Environmental Service Line Manager
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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 Thundercloud 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 June 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

Thundercloud 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 130900059, totaling approximately 1,044-acres located at 28821 SR 62, Manatee County, Florida. The Subject Property is owned by Thundercloud Ranch, LLC. The property consists of pastureland, access roads, grass road, truck roads, mow roads, interior and exterior fencing, gates, culverts, powerline easement, fire break, a test well, a cattle pen, cattle ponds, cow lane, a food plot, dog kennel, a quail pen and pigeon loft, long range shooting lane, a shooting lane berm, and shooting towers.

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 Thundercloud Ranch, LLC. (2018-present). In addition, previous owners identified include the Saraw Ranch Trust and the trustees, Robert Walter and Kendall Baker (Unknown-2018), and Alex Walter (2018).

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

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

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.

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 databases[3] 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

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

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

layers of species occurrences. These results are further outlined in Section 7.0 and the database search results are included in Appendix F.

4.0 Desktop Assessment

4.1 Topography and Hydrology

A review of the United States Geological Survey (USGS) topographical maps for this parcel (Keentown, FL and Rye, FL Quadrangles, 2024), and elevation data from Google Earth indicate the parcel is situated between 105 and 137 feet above mean sea level (amsl). Surface water drainage is anticipated to be consistent with the topographic gradient of the site, which generally flows west-southwest. 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). Eleven (11) 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 Map Unit Name	Estimated Acreage
7	Canova, Anclote, and Okeelanta soils	2.5
11	Cassia fine sand, 0 to 2 percent slopes	0.2
12	Cassia fine sand, moderately well drained	6.9
18	Delray-Pomona complex	115.3
19	Duette fine sand, 0 to 5 percent slopes	49.5
24	Felda-Wabasso association, frequently flooded	5.8
26	Floridana-Immokalee-Okeelanta association	52.9
30	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	25.3
42	Pomello fine sand, 0 to 2 percent slopes	327.8
43	St. Johns fine sand, 2 to 5 percent slopes	0.7
52	Waveland fine sand	455.5

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, Cassia fine sand, 0 to 2 percent slopes (11), Cassia fine sand, moderately well drained (12), Duette fine sand, 0 to 5 percent slopes (19), and Pomello fine sand, 0 to 2 percent slopes (42) are rated “highly suited” and are therefore conducive for burrowing fauna such as the gopher tortoise *(Gopherus polyphemus)* and/or the Florida burrowing owl *(Athene cunicularia).* Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes (30), St. Johns fine sand, 2 to 5 percent slopes (43), and Waveland fine sand (52) are rated “less suited” for burrowing fauna. 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 in the southwestern and eastern portions of the site, as well as freshwater emergent wetland pockets mapped within the southwestern, central, and northeastern portions of the Subject Property. Additionally, the NWI map identified five (5) small pockets of freshwater pond wetlands on the Subject Property, primarily in the northeastern portion of the site. 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, 1995, 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 1944, 1956, 1972, 1979, 1987, 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 and forested land with game/trail roads for recreational hunting, a few depression marsh features, and pasture in the northern portion. Gilley Creek runs through the southeastern corner of the property and is connected to the wetland system in the southeastern corner of the site. The southern portion of the site is bisected by a road that was constructed between 1957 and 1969. Additionally, the Subject Property is bound by roads on the northern and southern boundaries. An artificial pond was constructed near the eastern border by 1985. In 1995, more game/trail roads were constructed for recreational hunting activities. From 2005 to 2025, the Subject Property is comprised of game/trail roads, forested land, artificial and natural cattle ponds, and pasture. Gilley Creek runs through the southeastern corner of the property and is connected to the wetland system in the southeastern corner of the site. The southern portion of the site is still bisected by the road and is utilized as a natural gas pipeline easement.

Prior to and including 1940 through 1969, north of the Subject Property is comprised of mostly grassed and wooded land with some depression marsh features and some agricultural land including a citrus grove and row crops. In 1969, several structures were built adjacent to the site and appear to be a mixture of agricultural and residential buildings. By 1978, a significant amount of land north of the site has been converted to agriculture, specifically row crops. From 1978 through 2019, north of the Subject Property is mostly utilized for agriculture. By 2021, the entirety of the agricultural land present north of the site has been converted to solar farming.

Prior to and including 1940 through 1957, east of the Subject Property is comprised of undeveloped grassed and forested land with a few depression marsh features. a road was constructed east of the site between 1957 and 1969 and bisects the southern portion. Several trail roads are present east of the site by 1969, and significantly increased adjacent to the site through 1999. They appear to be for recreational use. Several ponds and buildings have also been constructed adjacent to the Subject Property during this period. From 1999 to 2005, east of the Subject Property is comprised of access roads, several structures, game/trail roads for recreational quail hunting, forested land, artificial and natural ponds, and open grass land. East of the Subject Property has operated as Thundercloud Gun Club since 2023.

Prior to and including 1940 through 1985, south of the Subject Property is comprised of undeveloped mostly grassed land with some access roads. Prior to and including 1994 through 2025, south of the Subject Property consists of grassed land, access roads, and agricultural land. The Edward W Chance Reserve managed by the Southwest Florida Water Management District borders the southeast corner of the Subject Property. Agricultural land is present southwest of the site until 2005 and southeast of the site from 2007 through 2025.

Prior to and including 1940 through 1957, west of the Subject Property is comprised of undeveloped grassed and forested land with depression marsh features. A parcel of land adjacent to the site was converted to agriculture in 1969, and agriculture expanded significantly west of the site from 1978 through 1995. By 1995, agriculture was the predominant land use west of the site, followed by undeveloped forested and grassed land. From 1995 to 2010, west of the Subject Property is comprised of agricultural land and undeveloped forested land. The agricultural land west of the site began conversion into solar farming around 2010. From 2010 to 2025, west of the Subject Property is comprised of solar farming, agricultural land, and undeveloped wooded land.

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

5.0 Site Reconnaissance

The site was reviewed by Frank Powell and Lindsay James on June 23, 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) with recreational hunting areas.

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.

Participating in various recreational activities, such as hiking, fishing, camping, or hunting, on private properties in Florida also presents both environmental benefits and potential challenges for landowners. Responsible engagement in these activities can foster a connection to nature, promote environmental awareness, and contribute to habitat conservation. Proper management, such as maintaining trails and setting limits on traffic numbers, can mitigate negative impacts. However, if not executed thoughtfully, recreational activities may result in soil erosion, habitat disruption, and damage to ecosystems. Balancing the enjoyment of the land with conservation practices is crucial for landowners to ensure the sustainability of their recreational activities and the health of the environment.

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 mesic flatwoods community, composed of mainly pine, oaks, and saw palmettos. The site was also comprised of scrub habitat and small pockets forested wetlands and marshes, with scattered herbaceous wetlands and ponds 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 thirteen (13) 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*
1210	Scrub	Scrub	54.00
1311	Mesic Flatwoods	Mesic Flatwoods	694.16
1312	Scrubby Flatwoods	Scrubby Flatwoods	3.46
1831	Rural Open	Ruderal	1.45
1860	Utilities	Utility Corridor	15.62
2111	Wet Prairie	Wet Prairie	7.30

2120	Marshes	Freshwater Marshes	50.03
2233	Mixed Wetland Hardwoods	Baygall	7.34
3210	Artificial/Farm Pond	Artificial Pond	1.34
3220	Artificial Impoundment/Reservoir	Impoundment	0.53
183313	Improved Pasture	Improved Pasture	179.23
183314	Unimproved/Woodland Pasture	Unimproved Pasture	21.63
1833111	Irrigated Row Crops	Ruderal	6.17

*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

- Rural Open (Mapped CLC Code – 1831) ±1.45-acres: This land use type is mapped along the western boundary and is characterized by herbaceous or shrubby vegetated areas in a rural setting, where the ground typically appears improved or disturbed to some degree.

- Utilities (Mapped CLC Code – 1860) ±15.62-acres: A utility transmission line is present running north-west along the western boundary of the Subject Property.

- Artificial/Farm Pond (Mapped CLC Code – 3210) ±1.34 acres: Multiple artificial/farm ponds are depicted throughout the site. These ponds correspond with cattle ponds that were identified onsite.

- Artificial Impoundment/Reservoir (Mapped CLC Code – 3220) ±0.53 acres: One artificial cattle pond is present in the southeastern portion of the Subject Property near the eastern boundary.

- Improved Pasture (Mapped CLC Code – 183313) ±179.23-acres: This habitat type is mapped in one large swath in the northwestern portion and one small pocket in the central portion of 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) ±21.63 acres: This land use type is mapped within a small pocket in the northeastern corner 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.

- Irrigated Row Crops (Mapped CLC Code – 1833111) ±6.17-acres: An area of this land use type is mapped along the western boundary of theSubject Property. This habitat is characterized by fields that are generally being maintained to grow products for human or domesticated animal use.

Natural Communities

- Scrub (Mapped CLC Code – 1210) ±54.00-acres: One swath of this habitat type are mapped within the southeastern portion of the Subject Property. These areas of scrub are located within the mesic flatwoods habitat on the Subject Property. This habitat type is characterized by deep sandy substrate with open or dense shrubs with or without a pine canopy, and common species present include sand pine (*Pinus clausa*), scrub oaks (*Quercus ilicifolia*), and Florida rosemary (*Ceratiola ericoides*).

- Mesic Flatwoods (Mapped CLC Code – 1311) ±694.16-acres: This habitat type is the largest community on the site and is mapped across the Subject Property, primarily in the southern, eastern, western, and northeastern portions. This habitat type is characterized by an open pine canopy with a groundcover of low shrubs and herbs. Common species found within this habitat type include longleaf pine, slash pine, saw palmetto (*Serenoa repens*), gallberry (*Ilex glabra*) and wiregrass (*Aristida stricta*).

- Scrubby Flatwoods (Mapped CLC Code – 1312) ±3.46 acres: One pocket of this habitat type is mapped within the southwestern corner of the Subject Property and is characterized by a widely scattered pine canopy over saw palmetto (*Serenoa repens*) and scrub oaks. Other species present can include myrtle oak (*Quercus myrtifolia*), Chapman's oak (*Quercus chapmanii*), and wire grass.

- Wet Prairies (Mapped CLC Code – 2111) ±7.30-acre: Four small pockets of this habitat type are mapped in the western, central, and eastern portions of the site adjacent to the marshes habitat hype. Common vegetation associated with this habitat type generally consists of wiregrass, beaksedges (*Rhynchospora spp.*), maidencane (*Amphicarpum muehlenbergianum*), spike rushes (*Eleocharis spp.*) and whitetop sedge (*Dichromena colorata*).

- Marshes (Mapped CLC Code – 2120) ±50.03-acres: Fifteen pockets of this habitat type are mapped throughout most of the site, primarily within the eastern and central portions of the site with two pockets within the northern portion and three pockets within the southwestern portion 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 (*Kosteletzkya virginica*), cordgrass (*Spartina bakeri*), arrowroot (*Maranta arundinacea*), maidencane (Panicum hemitomon), and cattails (*Typha spp*.).

- Mixed Wetland Hardwoods (Mapped CLC Code – 2233) ±7.34 acres: This habitat type is mapped in two pockets within the southeastern portion of the Subject Property. 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 access roads, grass roads, truck roads, mow roads, interior and exterior fencing, gates, culverts, powerline easement, fire break, a SWFWMD test well, a cattle pen, cattle ponds, cow lane, a food plot, dog kennel, a quail pen and pigeon loft, long range shooting lane, a shooting lane berm, and shooting towers, as outlined below:

- Access Roads
- Grass Road
- Truck Road
- Mow Road
- Interior And Exterior Fencing
- Gates (18)
- Culverts (3)
- Powerline Easement
- Fire Break
- SWFWMD Test Well (1)
- Cattle Pen (1)
- Cattle Ponds (13)
- Cow Lane (1)
- Food Plot (2)
- Dog Kennel (1)
- Quail Pen and Pigeon Loft (1)
- Long Range Shooting Lane (1)
- Shooting Lane Berm (1)
- Shooting Towers (2)

In addition, the cut-out area within the Subject Property includes residence, maintenance barn, and dog kennels. A shooting club is adjacent to the west.

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.

SNA designation at the Thundercloud Ranch property was based on site conditions and observations supporting category #1 and #2 above. The habitat on the site is largely mesic flatwoods present throughout the site, with improved pasturelands present in the northern portion of the site. The uplands featured in the SNA occur in four (4) swaths in the western, southern, and eastern portions of the Subject Property, and likely support many native species of plants and animals. The wetlands featured in the SNA occur in twelve (12) pockets, with seven pockets occurring in the eastern portion, three pockets mapped in the southern portion, and one pocket mapped in both the central and northern portions. No sensitive geologic features or historic sites were identified onsite. An SNA map for the Subject Property is included in Appendix E.

6.5 Landowner/Land Manager Interview

Terracon interviewed Mr. Alex Walter, the landowner, and Mr. Michael Perkins, Ranch Manager, on June 23rd 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. Mr. Walter's family has owned the Subject Property since 1960. The Subject Property has historically been and will continue to be maintained the Subject Property for cow/calf operations and recreation including quail hunting. The property currently has around 50 head of cattle. Mr. Walter and Mr. Perkins also stated they were aware of the presence of invasives on the site and are being managed/maintained by Thundercloud Ranch. In June 2026, a wildfire occurred in the southeastern portion as a result of a lightning strike and burned approximately 25 acres. The landowners and the Florida Forestry Service were able to contain the fire. Mr. Walter and Mr. Perkins 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 not 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 have been historically observed onsite by the Property owner.

- 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.

- 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 have been historically observed onsite by the Property owner.

- 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. Gopher tortoises were observed during the site visit.

- 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 was observed onsite during the site assessment.

- 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 have been historically observed on the site.

- Wood Stork (*Mycteria americana*): This state/federally listed species typically nests in forested wetlands and forages in shallow ponds and freshwater marshes. The site contains herbaceous freshwater wetlands and cattle ponds that could potentially support this species, and the site is located within the core foraging area (CFA) of a documented wood stork colony. Furthermore, wood storks 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 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 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; however, 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:

Northern Bobwhite Quail (*Colinus virginianus*), White-Winged Dove (*Zenaida asiatica*), Eastern Cottontail (*Sylvilagus floridanus*), Wild Turkey (*Meleagris gallopavo*), Great Egret (*Ardea alba*), Great Blue Heron (*Ardea herodias*), Red-Bellied Woodpecker (*Melanerpes carolinus*), and Swallow-Tailed Kite (*Elanoides forficatus*).

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: White-Tail Deer (*Odocoileus virginianus*), raccoon (*Procyon lotor*), Virginia opossum (*Didelphis virginiana*), nine-banded armadillo (*Dasypus novemcinctus*), bobcat (*Lynx rufus*) coyote (*Canis latrans*), red-tailed hawk (*Buteo jamaicensis umbrinus*), Red-shouldered Hawk (*Buteo lineatus*), wild boar (*Sus scrofa*), Florida black bear (*Ursus americanus floridanus*), bald eagle (*Haliaeetus leucocephalus*), Western Cattle Egret (*Bubulcus ibis*), and Mourning Dove (*Zenaida macroura*).

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:

- Gopher Tortoise (*Gopherus polyphemus*)
- Wood Stork (*Mycteria americana*)
- Crested Caracara (*Caracara plancus*)*
- Eastern Indigo Snake (*Drymarchon couperi*)*
- Florida Panther (*Puma concolor coryi*)*
- Florida Sandhill Crane (*Grus canadensis pratensis*)*
- Little Blue Heron (*Egretta caerulea*)
- Tricolored Heron (*Egretta tricolor*)*
- White Ibis (*Eudocimus albus*)*
- Northern Bobwhite Quail (*Colinus virginianus*)
- Eastern Cottontail (*Sylvilagus floridanus*)
- Wild Turkey (*Meleagris gallopavo*)
- White-Winged Dove (*Zenaida asiatica*)
- Great Egret (*Ardea alba*)
- Great Blue Heron (*Ardea herodias*)
- Red-Bellied Woodpecker (*Melanerpes carolinus*)
- Swallow-Tailed Kite (*Elanoides forficatus*)
- White-Tail Deer (*Odocoileus virginianus*)*
- Raccoon (*Procyon lotor*)*
- Virginia Opossum (*Didelphis virginiana*)*
- Nine-banded Armadillo (*Dasypus novemcinctus*)*
- Bobcat (*Lynx rufus*)*
- Coyote (*Canis latrans*)*
- Red-tailed Hawk (*Buteo jamaicensis umbrinus*)*
- Red-shouldered Hawk (*Buteo lineatus)**
- Wild Boar (*Sus scrofa*)*
- Florida Black Bear (*Ursus americanus*)*
- Bald Eagle (*Haliaeetus leucocephalus*)*
- Western Cattle Egret (*Bubulcus ibis*)*
- Mourning Dove (*Zenaida macroura*)*

*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 Old World Climbing Fern (*Lygodium microphyllum*) and Brazilian pepper (*Schinus terebinthifolia*). A brief description of the observed invasive species is provided below:

Old World Climbing Fern (*Lygodium microphyllum*): Climbing Ferns are invasive perennial vines that pose significant ecological threats in Florida. These ferns can reach lengths of over 100 feet, spreading aggressively by creeping rhizomes and wind-dispersed spores. Their distinctive appearance includes feathery, lacy fronds that climb and smother trees, shrubs, and other vegetation. The dense growth of these ferns forms impenetrable mats that can alter fire behavior, increase the risk of wildfires, and hinder natural regeneration. Lygodium invades a variety of habitats, including wetlands, pine flatwoods, and hardwood forests, outcompeting native plants and reducing biodiversity. They are particularly problematic in natural areas where they disrupt ecosystems, hamper wildlife movement, and complicate land management efforts. Control of climbing ferns typically involves a combination of mechanical removal, herbicide treatments, and prescribed burning to manage their spread and mitigate their impacts on Florida's ecosystems.

Brazilian Pepper (*Schinus terebinthifolia*): Brazilian pepper is an aggressive invasive plant native to South America that poses significant ecological threats in Florida and other parts of the southeastern United States. This dense, evergreen shrub or small tree can grow up to 30 feet tall, forming thick, impenetrable thickets that crowd out native vegetation. Its bright red berries, which appear in clusters, are easily dispersed by birds, aiding its rapid spread across a wide variety of habitats, including wetlands, coastal areas, and disturbed lands. Brazilian pepper disrupts ecosystems by outcompeting native plants, reducing biodiversity, and altering habitat conditions for wildlife. Its dense growth can also inhibit the natural flow of water in wetlands and create favorable conditions for wildfires. Additionally, it produces chemicals that suppress the growth of surrounding plants, further enhancing its dominance in invaded areas. Managing Brazilian pepper typically requires a combination of mechanical removal, herbicide applications, and ongoing monitoring to prevent regrowth and restore native ecosystems.

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 November 19, 2024. 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 1-4 with respect to biodiversity resources; ranges from Priority 3-4 with respect to landscape resources; and ranges from Priority 1-4 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 eleven (11) Element occurrence data points identified on or near the Subject Property including: Florida Scrub-Jay (*Aphelocoma coerulescens*), Manasota pawpaw (*Asimina manasota*), sand butterly pea (*Centrosema arenicola*), Florida goldenaster (*Chrysopsis floridana*), perforate reindeer lichen (*Cladonia perforata*), Gopher Tortoise (*Gopherus polyphemus*), noddling pinweed (*Lechea cemua*), and large-plumed beaksedge (*Rhynchospora megaplumosa*). 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*), Eastern Indigo Snake (*Drymarchon couperi*), 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 (BGEP) 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 are no documented bald eagle nests 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 did not indicate any active water bird breeding colonies in the area of the Subject Property.

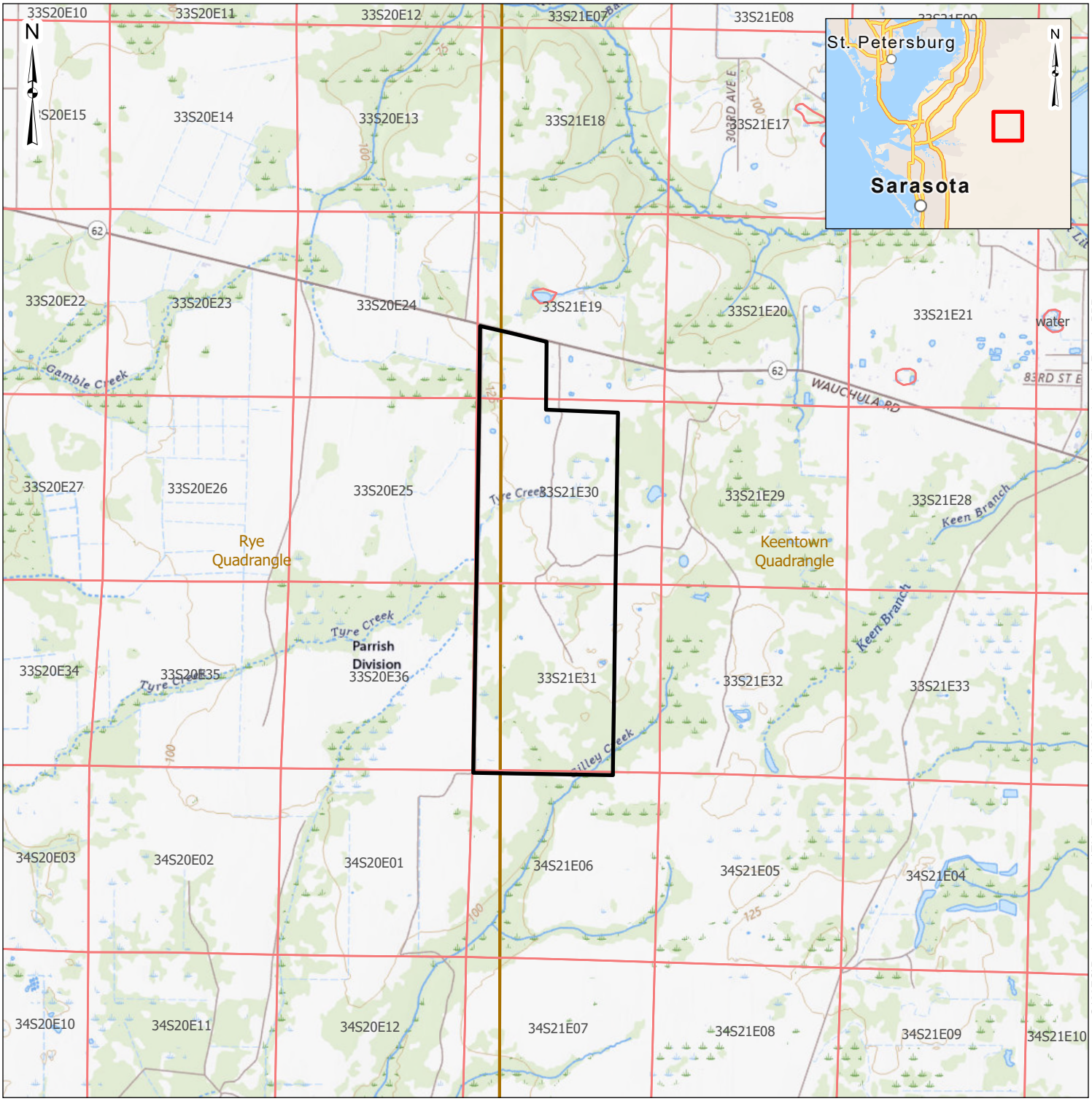
8.0 Recommendations

Terracon recommends following the practices outlined in the Water Quality and Quantity Best Management Practices for *Florida Cattle Operations – FDACS 2024 Edition.*

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

Feet
0 2,000 4,000 8,000

DATA SOURCES:
USGS Topographic Survey - Keentown & Rye Quadrangles; ESRI - USGS Topographic Basemap & World Navigation Map

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Project No.: 1000020804
Date: Jun 2026
Drawn By: JMA
Reviewed By: FP

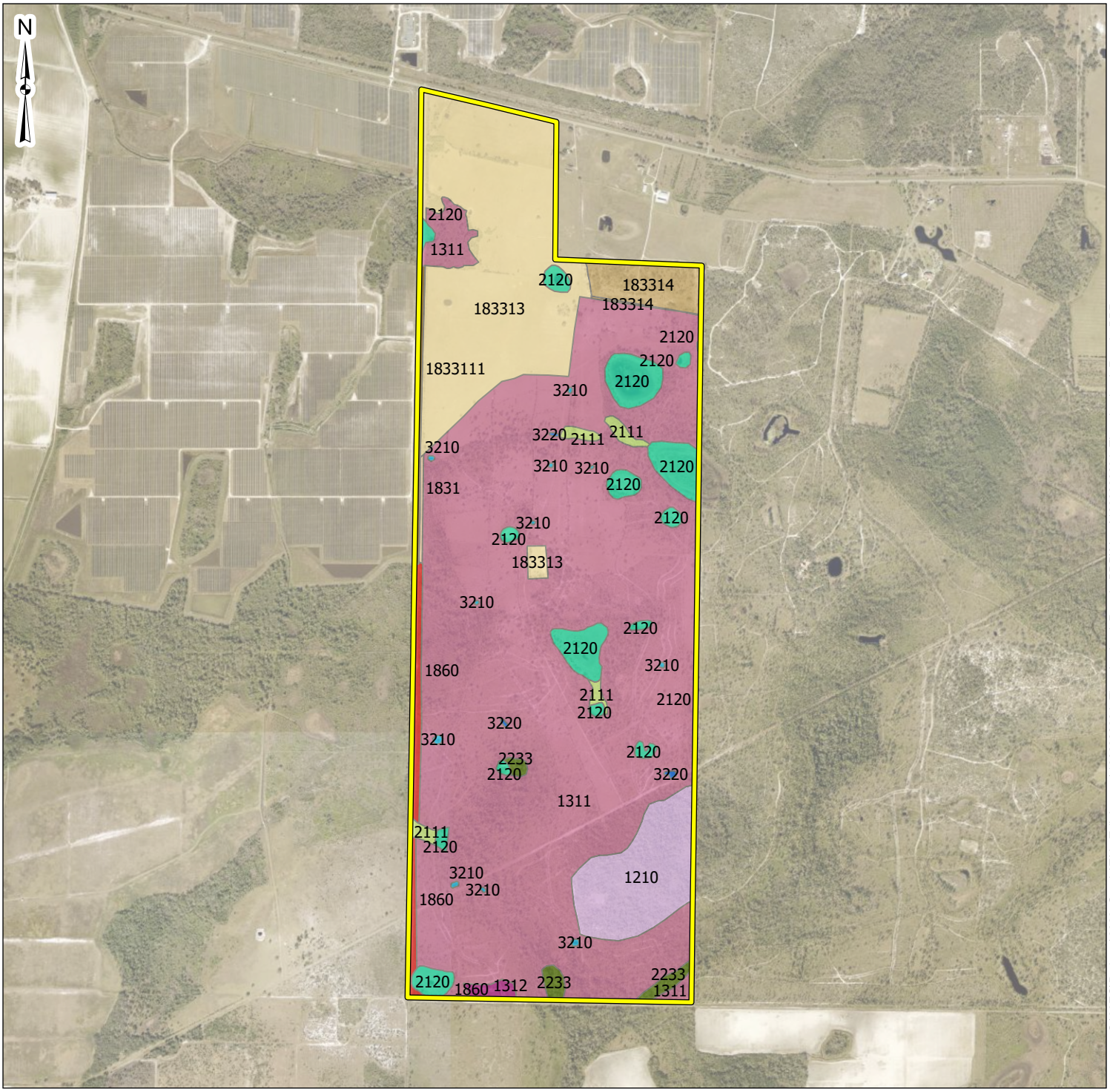
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Project Location

Florida Department of Agriculture and Consumer Services
Thundercloud Ranch
Parrish, Manatee County, Florida

Exhibit

1



Project Boundary (1042.26 ac.±)

Cooperative Land Cover (CLC)

- 1210, Scrub (54.00 ac.±)
- 1311, Mesic Flatwoods (694.16 ac.±)
- 1312, Scrubby Flatwoods (3.46 ac.±)
- 1831, Rural Open (1.45 ac.±)
- 1860, Utilities (15.62 ac.±)
- 2111, Wet Prairie (7.30 ac.±)
- 2120, Marshes (50.03 ac.±)
- 2233, Mixed Wetland Hardwoods (7.34 ac.±)
- 3210, Artificial/Farm Pond (1.34 ac.±)
- 3220, Artificial Impoundment/Reservoir (0.53 ac.±)
- 183313, Improved Pasture (179.23 ac.±)
- 183314, Unimproved/Woodland Pasture (21.63 ac.±)
- 1833111, Irrigated Row Crops (6.17 ac.±)

Feet

0 1,000 2,000 4,000

DATA SOURCES:
FL FWC - Cooperative Land Cover (ver. 4.0, Oct. 2025);
ESRI - World Imagery

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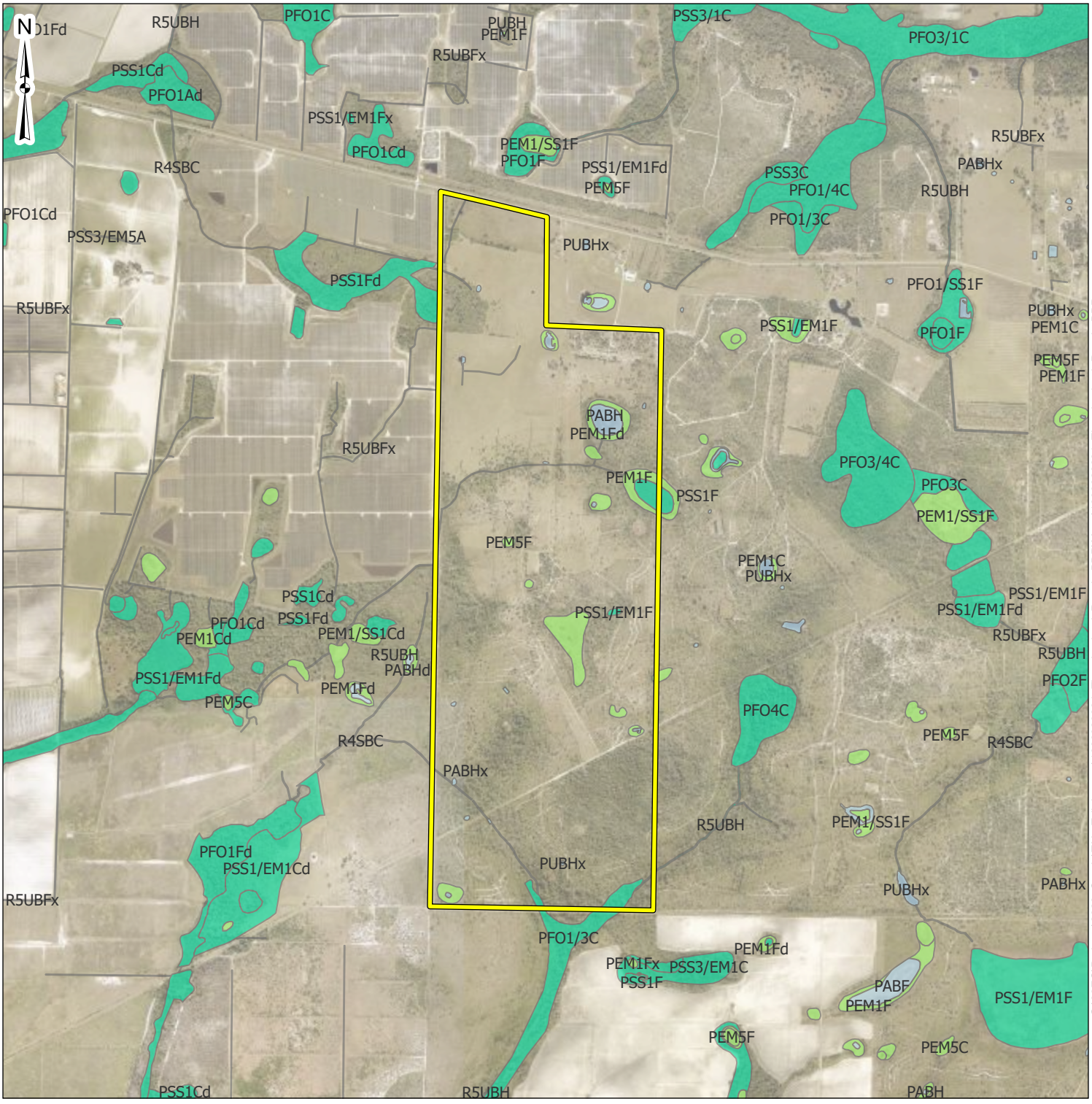
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Existing Land Use

Florida Department of Agriculture
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Thundercloud Ranch
Parrish, Manatee County, Florida

Exhibit

2



Project Boundary

National Wetlands Inventory

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Riverine

Feet

0 1,250 2,500 5,000

DATA SOURCES:
USFWC - National Wetlands Inventory (NWI); ESRI - World Imagery Basemap

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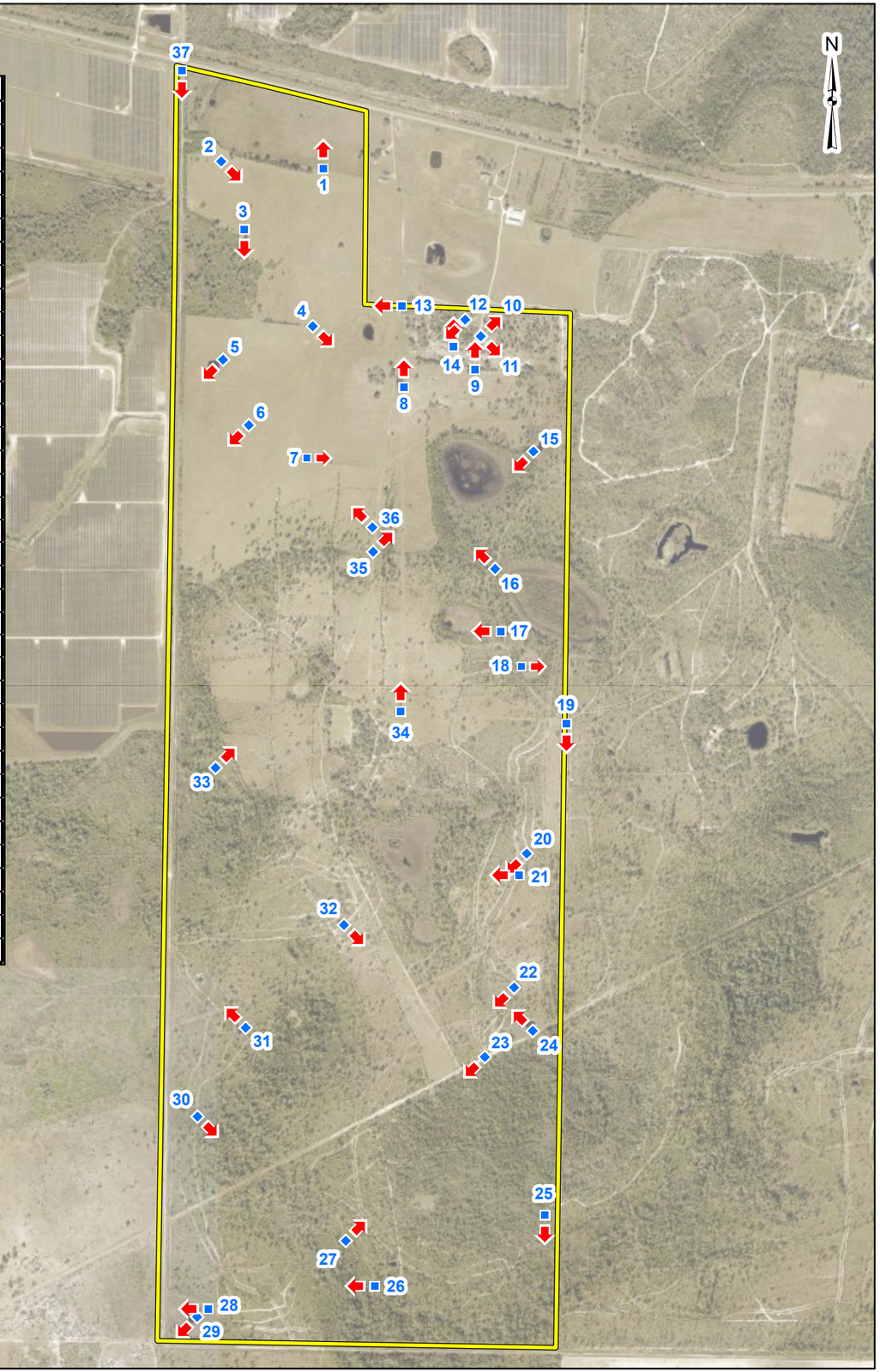
National Wetlands Inventory

Florida Department of Agriculture
and Consumer Services
Thundercloud Ranch
Parrish, Manatee County, Florida

Exhibit

3

Photo Id	Photo Description	Latitude	Longitude	Photo Direction
1	Overview of Subject Property.	27°35'16"	-82°14'50"	Bearing: 12° N
2	Overview of Subject Property.	27°35'17"	-82°15'1"	Bearing: 134° SE
3	Typical cattle pond observed on the Subject Property, Brazilian Pepper observed.	27°35'10"	-82°14'59"	Bearing: 195° S
4	Typical access gate observed on the Subject Property.	27°35'1"	-82°14'51"	Bearing: 153° SE
5	Typical cattle pond observed on the Subject Property.	27°34'57"	-82°15'1"	Bearing: 238° SW
6	Overview of Subject Property.	27°34'51"	-82°14'58"	Bearing: 220° SW
7	Cattle run and typical fencing observed on the Subject Property.	27°34'48"	-82°14'52"	Bearing: 90° E
8	Future long range shooting deck observed on the Subject Property.	27°34'55"	-82°14'41"	Bearing: 360° N
9	Overview of access road and Subject Property.	27°34'56"	-82°14'33"	Bearing: 3° N
10	Quail pen observed on the Subject Property.	27°35'0"	-82°14'32"	Bearing: 134° SE
11	Pigeon loft observed on the Subject Property.	27°35'0"	-82°14'32"	Bearing: 51° NE
12	Dog kennels observed on the Subject Property.	27°35'1"	-82°14'34"	Bearing: 231° SW
13	Cattle pen with manual vice observed on the Subject Property.	27°35'3"	-82°14'41"	Bearing: 266° W
14	Metal debris and out-of-use 560-gallon aboveground storage tank observed on the Subject Property.	27°34'59"	-82°14'35"	Bearing: 6° N
15	Overview of Subject Property.	27°34'48"	-82°14'26"	Bearing: 246° SW
16	Typical culvert observed on the Subject Property.	27°34'37"	-82°14'31"	Bearing: 301° NW
17	Overview of Subject Property.	27°34'31"	-82°14'30"	Bearing: 256° W
18	Typical cattle pond observed on the Subject Property.	27°34'27"	-82°14'28"	Bearing: 110° E
19	Overview of access road and Subject Property.	27°34'21"	-82°14'23"	Bearing: 188° S
20	Overview of Subject Property.	27°34'8"	-82°14'27"	Bearing: 243° SW
21	Typical cattle pond observed on the Subject Property.	27°34'6"	-82°14'28"	Bearing: 263° W
22	Overview of Subject Property.	27°33'55"	-82°14'28"	Bearing: 247° SW
23	Natural gas corridor observed bisecting the Subject Property.	27°33'48"	-82°14'32"	Bearing: 243° SW
24	Typical manmade pond observed on the Subject Property.	27°33'51"	-82°14'26"	Bearing: 322° NW
25	Overview of access road and Subject Property, wildfire impact observed.	27°33'33"	-82°14'25"	Bearing: 172° S
26	Food plot observed on the Subject Property.	27°33'26"	-82°14'44"	Bearing: 268° W
27	Overview of Subject Property.	27°33'30"	-82°14'47"	Bearing: 49° NE
28	Overview of Subject Property, smut grass present.	27°33'23"	-82°15'2"	Bearing: 283° W
29	Typical cattle pond observed on the Subject Property.	27°33'23"	-82°15'4"	Bearing: 233° SW
30	Typical cattle pond observed on the Subject Property.	27°33'42"	-82°15'4"	Bearing: 120° SE
31	Overview of Subject Property.	27°33'51"	-82°14'58"	Bearing: 333° NW
32	Overview of Subject Property.	27°34'1"	-82°14'47"	Bearing: 141° SE
33	Overview of access road and Subject Property.	27°34'17"	-82°15'2"	Bearing: 50° NE
34	Long range shooting range backstop observed on the Subject Property.	27°34'23"	-82°14'41"	Bearing: 1° N
35	Former range tower observed on the Subject Property.	27°34'38"	-82°14'44"	Bearing: 53° NE
36	Overview of Subject Property.	27°34'41"	-82°14'44"	Bearing: 302° NW
37	Overview of access gate located on SR 62 and powerline easement on the Subject Property.	27°35'26"	-82°15'6"	Bearing: 180° S



Project Boundary
Photo Point
East
North
Northeast
Northwest
South
Southeast
Southwest
West

Feet
0 650 1,300 2,600

DATA SOURCES:
Terracon - Photographs (2026) ; ESRI - World Imagery Hybrid Basemap

Project No.:	1000020804
Date:	Jun 2026
Drawn By:	JMA
Reviewed By:	FP

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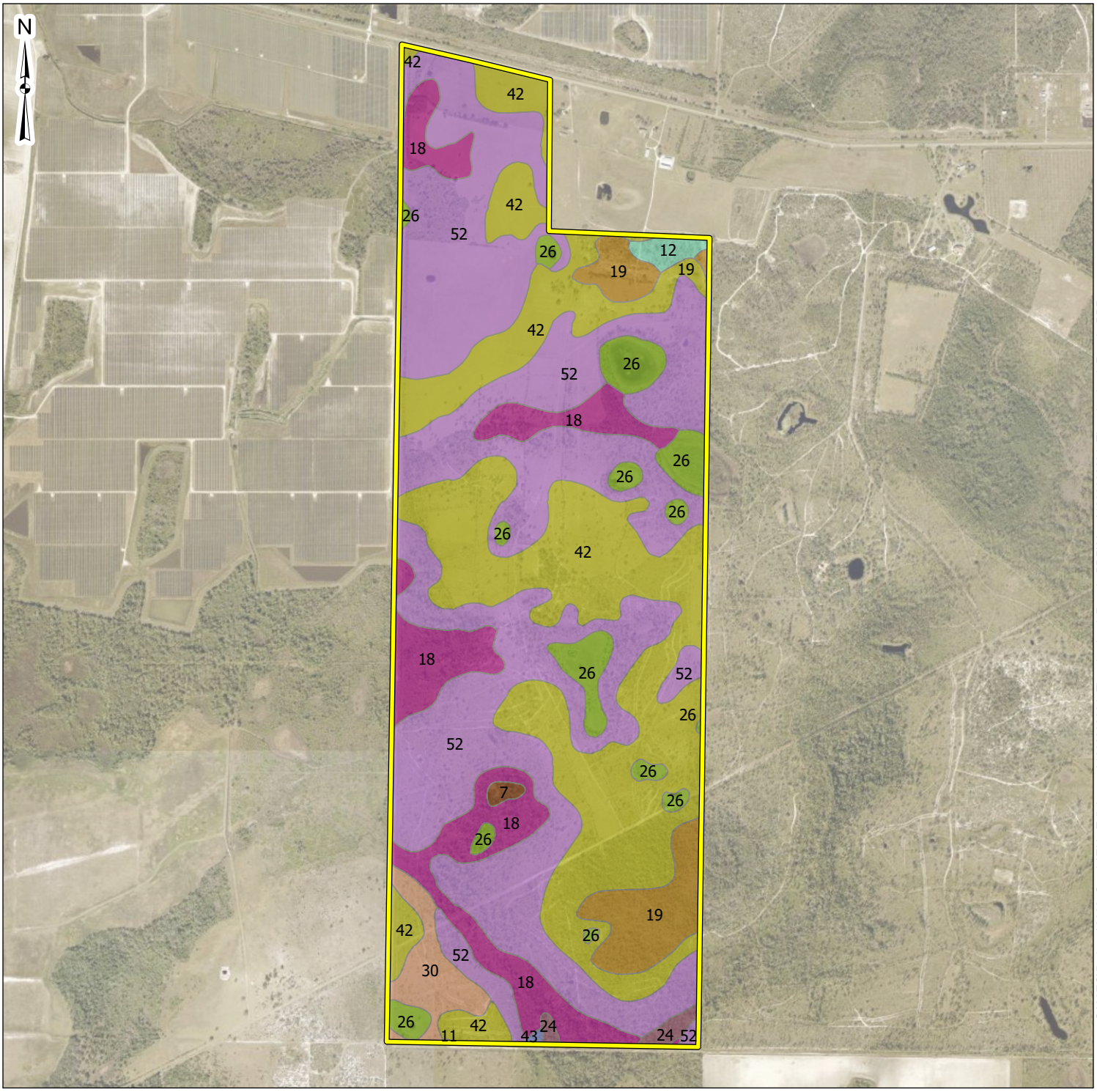
Photographic Index

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Thundercloud Ranch
Manatee County, Florida

Exhibit

4

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Project Boundary

Soils

- 7, Canova, Anclote, And Okeelanta Soils
- 11, Cassia Fine Sand
- 12, Cassia Fine Sand, Moderately Well Drained
- 18, Delray-Pomona Complex
- 19, Duette Fine Sand, 0-5% Slopes
- 24, Felda-Wabasso Association, Frequently Flooded
- 26, Floridana-Immokalee-Okeelanta Association
- 30, Myakka Fine Sand, 0-2% Slopes
- 42, Pomello Fine Sand, 0-2% Slopes
- 43, St. Johns Fine Sand, 2-5% Slopes
- 52, Waveland Fine Sand

Feet

0 900 1,800 3,600

DATA SOURCES:
USDA - NRCS SSURGO Soils Survey of Manatee County, FL; ESRI - World Imagery Hybrid Basemap

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Reviewed By:	FP

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NRCS Soils

Florida Department of Agriculture
and Consumer Services
Thundercloud Ranch
Parrish, Manatee County, Florida

Exhibit

5

N

Project Boundary

Site Features

- Access Road
- Disc Line
- Fence
- Fire Break
- Grass Road
- Long Range Shooting Lane
- Cow Lane
- Mow Road
- Natural Gas Pipeline
- Truck Course Road
- Powerline Easement

Feet

0 500 1,000 2,000

DATA SOURCES:
ESRI - World Imagery Basemap

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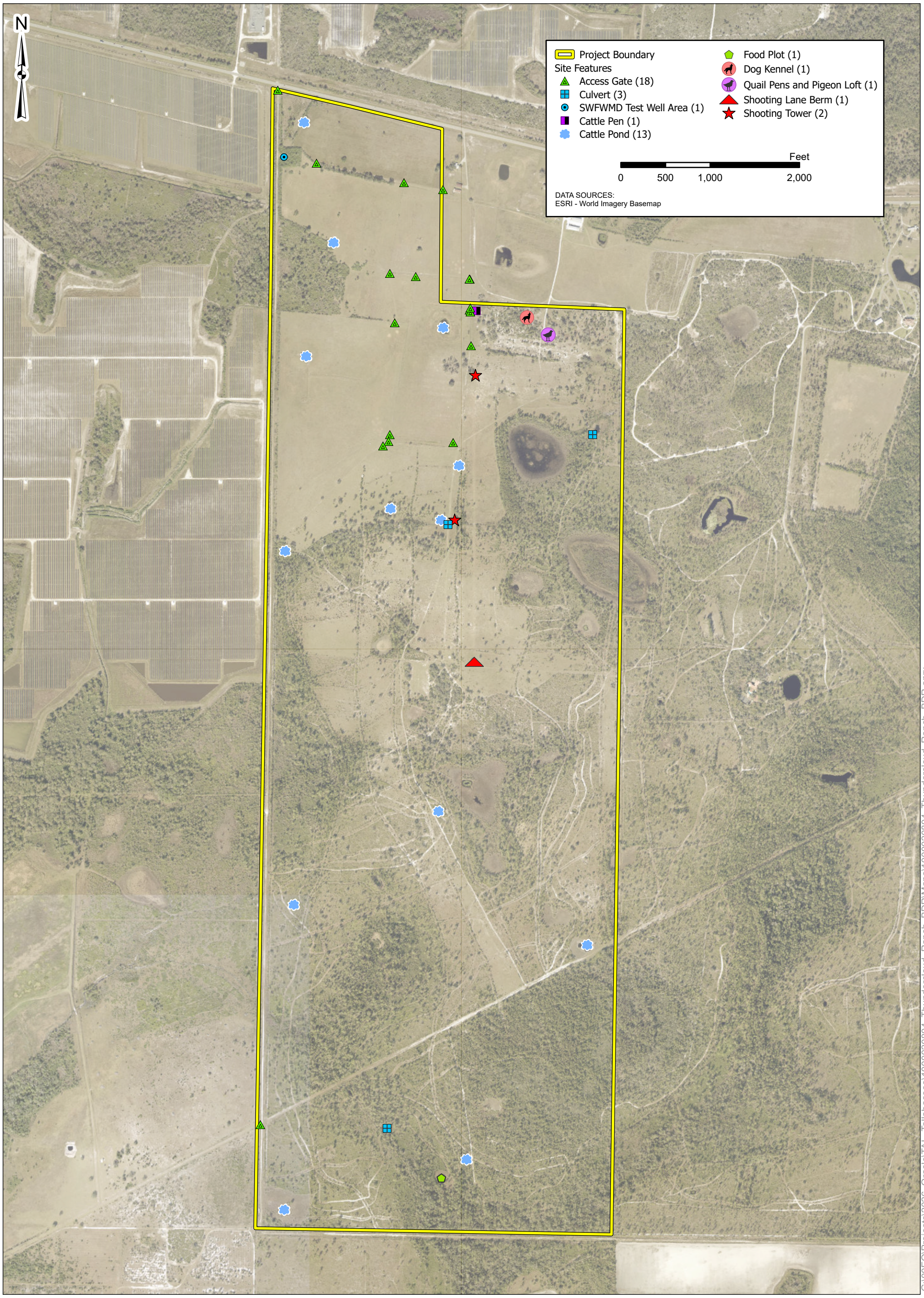
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Existing Development

Florida Department of Agriculture
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Thundercloud Ranch
Parrish, Manatee County, Florida

Exhibit

6.1



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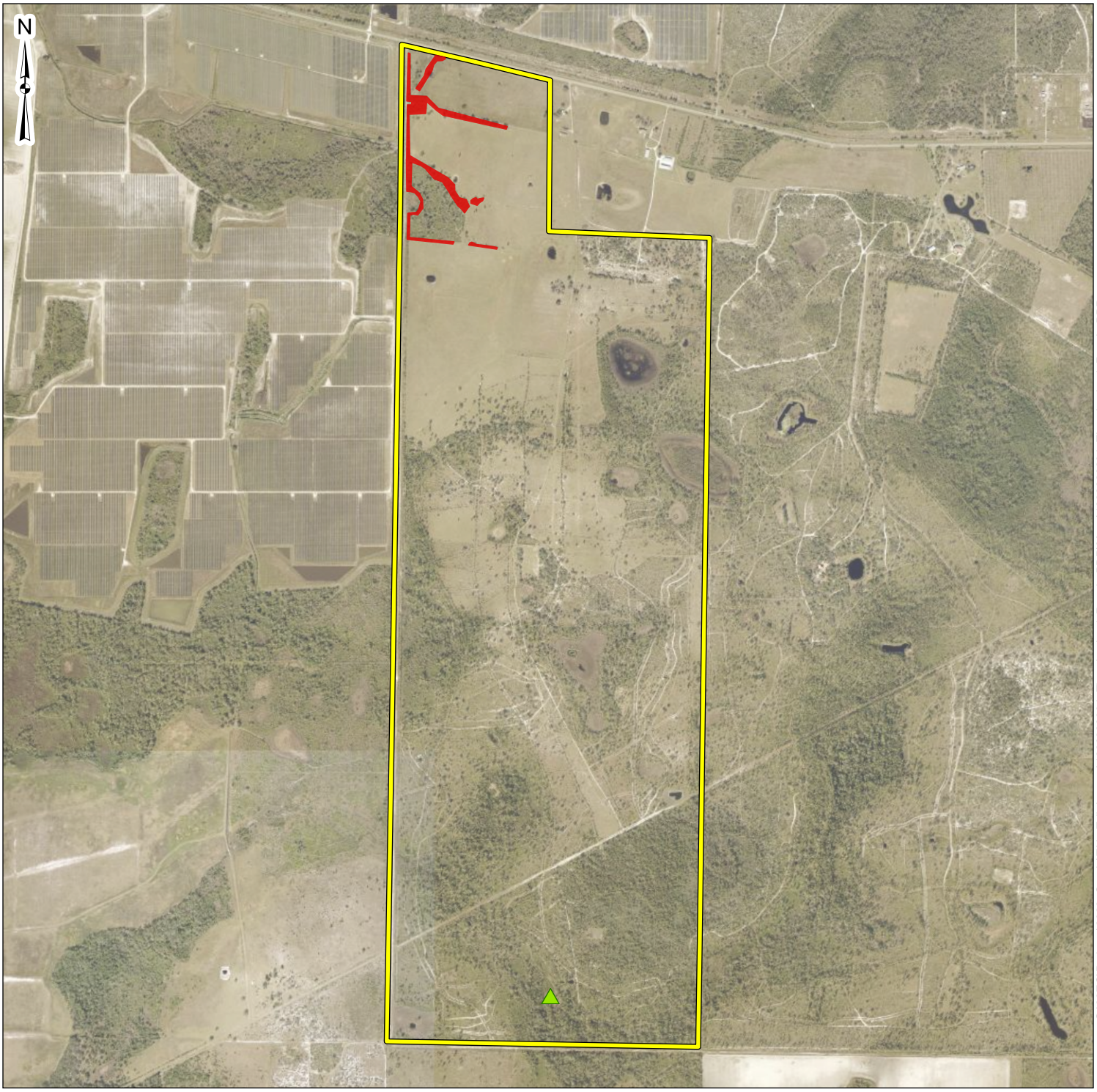
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Existing Development

Florida Department of Agriculture
and Consumer Services
Thundercloud Ranch
Parrish, Manatee County, Florida

Exhibit

6.2



Project Boundary

Invasive Species

Brazilian Pepper (7.56 ac.±)

Lygodium (1)

Feet

0 900 1,800 3,600

DATA SOURCES:
Terracon - Invasive Species identification (06/2026);
ESRI - World Imagery Hybrid Basemap

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Invasive/Exotic Species

Florida Department of Agriculture
and Consumer Services
Thundercloud Ranch
Parrish, 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

Thundercloud Ranch



June 23, 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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Contents

Preface.....2
How Soil Surveys Are Made.....5
Soil Map.....8
Soil Map.....9
Legend.....10
Map Unit Legend.....11
Map Unit Descriptions.....11
Manatee County, Florida.....14
7—Canova, Anclote, and Okeelanta soils.....14
11—Cassia fine sand, 0 to 2 percent slopes.....17
12—Cassia fine sand, moderately well drained.....19
18—Delray-Pomona complex.....21
19—Duette fine sand, 0 to 5 percent slopes.....24
24—Felda-Wabasso association, frequently flooded.....26
26—Floridana-Immokalee-Okeelanta association.....30
30—Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes.....34
42—Pomello fine sand, 0 to 2 percent slopes.....36
43—St. Johns fine sand, 2 to 5 percent slopes.....39
52—Waveland fine sand.....41
Soil Information for All Uses.....45
Suitabilities and Limitations for Use.....45
Wildlife Management.....45
WLF - Gopher Tortoise Burrowing Suitability.....45
References.....53

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.

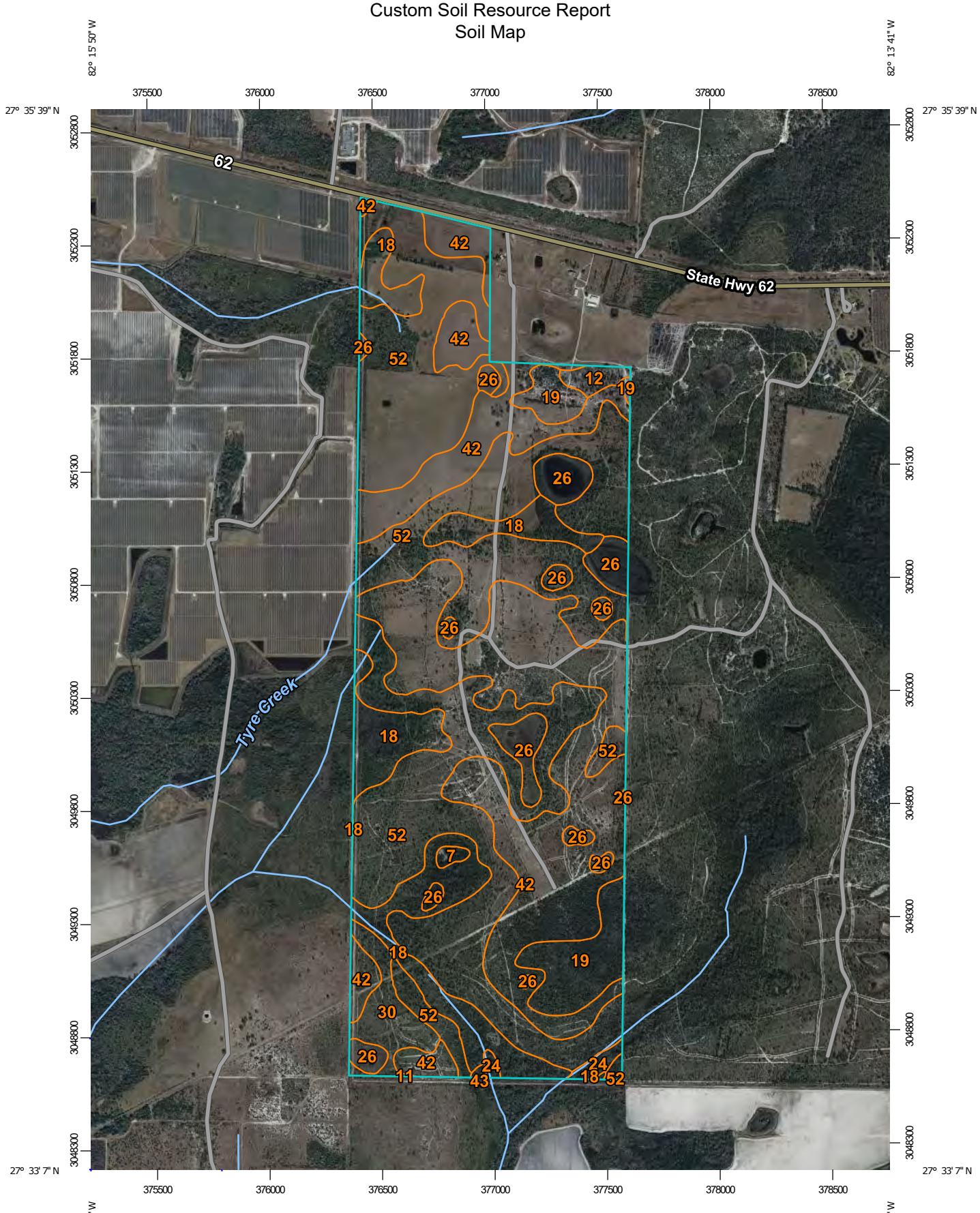
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

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 Scale: 1:22,900 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 300 600 1200 1800

Feet
0 1000 2000 4000 6000

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

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.

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	0.2%
11	Cassia fine sand, 0 to 2 percent slopes	0.2	0.0%
12	Cassia fine sand, moderately well drained	6.9	0.7%
18	Delray-Pomona complex	115.3	11.1%
19	Duette fine sand, 0 to 5 percent slopes	49.5	4.8%
24	Felda-Wabasso association, frequently flooded	5.8	0.6%
26	Floridana-Immokalee-Okeelanta association	52.9	5.1%
30	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	25.3	2.4%
42	Pomello fine sand, 0 to 2 percent slopes	327.8	31.4%
43	St. Johns fine sand, 2 to 5 percent slopes	0.7	0.1%
52	Waveland fine sand	455.5	43.7%
Totals for Area of Interest		**1,042.4**	**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, Anclote, 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
Anclote 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

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 Anclote

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

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

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

11—Cassia fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2tzx6
Landscape: Coastal plains
Elevation: 0 to 110 feet
Mean annual precipitation: 42 to 63 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Cassia and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Cassia

Setting

Landscape: Coastal plains
Landform: Knolls on flatwoods on marine terraces, Rises on flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf, rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 5 inches: fine sand
E - 5 to 26 inches: fine sand

Bh - 26 to 42 inches: fine sand
C - 42 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat 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 18 to 42 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 5.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: A
Ecological site: F155XY150FL - Sandy Flatwoods and Hammocks on Rises and Knolls of Mesic Uplands
Forage suitability group: Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Other vegetative classification: Sand Pine Scrub (R155XY001FL), Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Hydric soil rating: No

Minor Components

Myakka

Percent of map unit: 7 percent
Landscape: Coastal plains
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

Pomello

Percent of map unit: 6 percent
Landscape: Coastal plains
Landform: Knolls on marine terraces, Ridges on marine terraces
Landform position (two-dimensional): Backslope, summit
Landform position (three-dimensional): Side slope, interfluve, riser
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY150FL - Sandy Flatwoods and Hammocks on Rises and Knolls of Mesic Uplands
Other vegetative classification: Sand Pine Scrub (R155XY001FL), Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Hydric soil rating: No

Satellite

Percent of map unit: 4 percent
Landscape: Coastal plains
Landform: Rises on marine terraces, Flatwoods on marine terraces
Landform position (three-dimensional): Tread, rise, talf
Down-slope shape: Linear, convex
Across-slope shape: Linear
Ecological site: R155XY180FL - Sandy Scrub on Rises, Ridges, and Knolls of Mesic Uplands
Other vegetative classification: Sand Pine Scrub (R155XY001FL), Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Hydric soil rating: No

Jonathan

Percent of map unit: 3 percent
Landscape: Coastal plains
Landform: Ridges on marine terraces, Knolls on marine terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve, tread, rise
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: R155XY180FL - Sandy Scrub on Rises, Ridges, and Knolls of Mesic Uplands
Other vegetative classification: Sandy soils on rises, knolls, and ridges of mesic uplands (G155XB121FL)
Hydric soil rating: No

12—Cassia fine sand, moderately well drained

Map Unit Setting

National map unit symbol: 1hg7q
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

Cassia, moderately well drained, and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Cassia, Moderately Well Drained

Setting

Landscape: Coastal plains
Landform: Rises on marine terraces
Landform position (three-dimensional): Rise

Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 5 inches: fine sand
E - 5 to 29 inches: fine sand
Bh - 29 to 41 inches: fine sand
C - 41 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: About 42 to 60 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 3.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: A
Ecological site: F155XY150FL - Sandy Flatwoods and Hammocks on Rises and Knolls of Mesic Uplands
Forage suitability group: Sandy soils on rises, knolls, and ridges of mesic uplands (G155XB121FL)
Other vegetative classification: Sand Pine Scrub (R155XY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G155XB121FL)
Hydric soil rating: No

Minor Components

Pomello

Percent of map unit: 10 percent
Landscape: Coastal plains
Landform: Flats on marine terraces, Rises on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY150FL - Sandy Flatwoods and Hammocks on Rises and Knolls of Mesic Uplands
Other vegetative classification: Sand Pine Scrub (R155XY001FL), Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Hydric soil rating: No

18—Delray-Pomona complex

Map Unit Setting

National map unit symbol: 1hg7x
Landscape: Coastal plains
Elevation: 10 to 120 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: Farmland of unique importance

Map Unit Composition

Delray and similar soils: 50 percent
Pomona, non-hydric, and similar soils: 20 percent
Pomona, hydric, and similar soils: 20 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Delray

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 15 inches: fine sand
E - 15 to 55 inches: fine sand
Btg - 55 to 80 inches: fine sandy 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 to 6 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 5.4 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 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

Description of Pomona, 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 6 inches: fine sand
E - 6 to 22 inches: fine sand
Bh - 22 to 36 inches: fine sand
E' - 36 to 51 inches: fine sand
Btg - 51 to 60 inches: fine sandy loam
Cg - 60 to 80 inches: loamy 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 (0.20 to 1.98 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: Moderate (about 6.4 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: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Description of Pomona, 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 6 inches: fine sand
E - 6 to 22 inches: fine sand
Bh - 22 to 36 inches: fine sand
E' - 36 to 51 inches: fine sand
Btg - 51 to 60 inches: fine sandy loam
Cg - 60 to 80 inches: loamy 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 (0.20 to 1.98 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 6.4 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

Minor Components

Myakka, hydric

Percent of map unit: 3 percent
Landscape: Coastal plains
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Palmetto

Percent of map unit: 3 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 flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Waveland, non-hydric
Percent of map unit: 2 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: 2 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

19—Duette fine sand, 0 to 5 percent slopes

Map Unit Setting
National map unit symbol: 1hg7y
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
Duette and similar soils: 85 percent

Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Duette

Setting

Landscape: Coastal plains
Landform: Rises on marine terraces
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 4 inches: fine sand
E - 4 to 58 inches: fine sand
Bh - 58 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: About 48 to 72 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: Very low (about 2.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: A
Ecological site: R155XY180FL - Sandy Scrub on Rises, Ridges, and Knolls of Mesic Uplands
Forage suitability group: Sandy soils on rises, knolls, and ridges of mesic uplands (G155XB121FL)
Other vegetative classification: Sand Pine Scrub (R155XY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G155XB121FL)
Hydric soil rating: No

Minor Components

Cassia

Percent of map unit: 8 percent
Landscape: Coastal plains
Landform: Rises on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY150FL - Sandy Flatwoods and Hammocks on Rises and Knolls of Mesic Uplands
Other vegetative classification: Sand Pine Scrub (R155XY001FL), Sandy soils on rises and knolls of mesic uplands (G155XB131FL)

Hydric soil rating: No

Pomello

Percent of map unit: 7 percent
Landscape: Coastal plains
Landform: Flats on marine terraces, Rises on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY150FL - Sandy Flatwoods and Hammocks on Rises and Knolls of Mesic Uplands
Other vegetative classification: Sand Pine Scrub (R155XY001FL), Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Hydric soil rating: No

24—Felda-Wabasso association, frequently flooded

Map Unit Setting

National map unit symbol: 1hg84
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

Felda and similar soils: 60 percent
Wabasso, hydric, and similar soils: 15 percent
Wabasso, non-hydric, and similar soils: 10 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Felda

Setting

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

Typical profile

A - 0 to 3 inches: fine sand
E - 3 to 24 inches: fine sand
Btg - 24 to 64 inches: sandy clay loam
BCg - 64 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: Frequent
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): 5w
Hydrologic Soil Group: A/D
Ecological site: R155XY040FL - Sandy over Loamy Freshwater Floodplain Marshes and Swamps
Forage suitability group: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Hydric soil rating: Yes

Description of Wabasso, Hydric

Setting

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

Typical profile

A - 0 to 7 inches: fine sand
E - 7 to 21 inches: fine sand
Bh - 21 to 31 inches: fine sand
Bw - 31 to 37 inches: fine sand
Bt - 37 to 65 inches: sandy loam
Cg - 65 to 80 inches: 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: Frequent
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 5.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 5w
Hydrologic Soil Group: C/D
Ecological site: R155XY030FL - Sandy Freshwater Floodplain 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 Wabasso, Non-hydric

Setting

Landscape: Coastal plains
Landform: Flood plains 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 7 inches: fine sand
E - 7 to 21 inches: fine sand
Bh - 21 to 31 inches: fine sand
Bw - 31 to 37 inches: fine sand
Bt - 37 to 65 inches: sandy loam
Cg - 65 to 80 inches: 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 6 to 18 inches
Frequency of flooding: Frequent
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 5.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 5w
Hydrologic Soil Group: C/D
Ecological site: R155XY030FL - Sandy Freshwater Floodplain 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: No

Minor Components

Bradenton

Percent of map unit: 4 percent
Landscape: Coastal plains
Landform: Rises on marine terraces
Landform position (three-dimensional): Rise
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY140FL - Loamy and Clayey Flats and Hammocks
Other vegetative classification: Wetland Hardwood Hammock (R155XY012FL), Loamy and clayey soils on flats of hydric or mesic lowlands (G155XB341FL)
Hydric soil rating: Yes

Anclote

Percent of map unit: 4 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: 4 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, depressional

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: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
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

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): Interfluve, talf
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

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

30—Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2twt7
Landscape: Coastal plains
Elevation: 0 to 160 feet
Mean annual precipitation: 38 to 68 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 310 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

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

Description of Myakka

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 marine deposits

Typical profile

A - 0 to 6 inches: fine sand
E - 6 to 20 inches: fine sand
Bh - 20 to 36 inches: fine sand
C - 36 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 high

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 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 3.9 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 Myakka, 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 marine deposits

Typical profile

A - 0 to 6 inches: fine sand
E - 6 to 20 inches: fine sand
Bh - 20 to 36 inches: fine sand
C - 36 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 high
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 3 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 3.9 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: Yes

Minor Components

Basinger
Percent of map unit: 5 percent
Landscape: Coastal plains
Landform: Flats on marine terraces, Drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, concave
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Eaugallie
Percent of map unit: 5 percent
Landscape: Coastal plains
Landform: — error in exists on —
Landform position (three-dimensional): Tread, 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

Placid
Percent of map unit: 5 percent
Landscape: Coastal plains
Landform: Drainageways on marine terraces, Depressions on marine terraces
Landform position (three-dimensional): Tread, 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

42—Pomello fine sand, 0 to 2 percent slopes

Map Unit Setting
National map unit symbol: 2tzw1
Landscape: Coastal plains

Elevation: 0 to 110 feet
Mean annual precipitation: 42 to 60 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Pomello and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pomello

Setting

Landscape: Coastal plains
Landform: Knolls on marine terraces, Ridges on marine terraces
Landform position (two-dimensional): Backslope, summit
Landform position (three-dimensional): Side slope, interfluve, riser
Down-slope shape: Convex, linear
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 4 inches: fine sand
E - 4 to 42 inches: fine sand
Bh - 42 to 54 inches: fine sand
B/C - 54 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: About 18 to 42 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): 6s
Hydrologic Soil Group: A
Ecological site: F155XY150FL - Sandy Flatwoods and Hammocks on Rises and Knolls of Mesic Uplands
Forage suitability group: Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Other vegetative classification: Sand Pine Scrub (R155XY001FL), Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Hydric soil rating: No

Minor Components

Duette

Percent of map unit: 5 percent
Landscape: Coastal plains
Landform: Knolls on marine terraces, Ridges on marine terraces
Landform position (two-dimensional): Backslope, summit
Landform position (three-dimensional): Side slope, interfluve, riser
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: R155XY180FL - Sandy Scrub on Rises, Ridges, and Knolls of Mesic Uplands
Other vegetative classification: Sand Pine Scrub (R155XY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G155XB121FL)
Hydric soil rating: No

Immokalee

Percent of map unit: 5 percent
Landscape: Coastal plains
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Riser, talf
Down-slope shape: Linear
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

Jonathan

Percent of map unit: 3 percent
Landscape: Coastal plains
Landform: Ridges on marine terraces, Knolls on marine terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve, tread, rise
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: R155XY180FL - Sandy Scrub on Rises, Ridges, and Knolls of Mesic Uplands
Other vegetative classification: Sandy soils on rises, knolls, and ridges of mesic uplands (G155XB121FL)
Hydric soil rating: No

Tavares

Percent of map unit: 2 percent
Landscape: Coastal plains
Landform: Flatwoods on marine terraces, Hills on marine terraces, Knolls on marine terraces, Ridges on marine terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve, side slope, tread, rise
Down-slope shape: Convex, linear
Across-slope shape: Linear, convex
Ecological site: R155XY180FL - Sandy Scrub on Rises, Ridges, and Knolls of Mesic Uplands

Other vegetative classification: Sand Pine Scrub (R155XY001FL), Longleaf Pine-Turkey Oak Hills (R155XY002FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G155XB121FL)
Hydric soil rating: No

43—St. Johns fine sand, 2 to 5 percent slopes

Map Unit Setting

National map unit symbol: 1hg8t
Landscape: Coastal plains
Elevation: 30 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

St. johns, non-hydric, and similar soils: 45 percent
St. johns, hydric, and similar soils: 40 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of St. Johns, Non-hydric

Setting

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

Typical profile

A - 0 to 13 inches: fine sand
E - 13 to 28 inches: fine sand
Bh - 28 to 60 inches: fine sand
E' - 60 to 68 inches: fine sand
B'h - 68 to 80 inches: fine sand

Properties and qualities

Slope: 2 to 5 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 (0.60 to 1.98 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): 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 St. Johns, Hydric

Setting
Landscape: Coastal plains
Landform: Seeps on marine terraces
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile
A - 0 to 13 inches: fine sand
E - 13 to 28 inches: fine sand
Bh - 28 to 60 inches: fine sand
E' - 60 to 68 inches: fine sand
B'h - 68 to 80 inches: fine sand

Properties and qualities
Slope: 2 to 5 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 (0.60 to 1.98 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: Moderate (about 6.7 inches)

Interpretive groups
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: B/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: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Minor Components

Felda

Percent of map unit: 8 percent
Landscape: Coastal plains
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Wetland Hardwood Hammock (R155XY012FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Myakka, non-hydric

Percent of map unit: 7 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

52—Waveland fine sand

Map Unit Setting

National map unit symbol: 1hg94
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: Farmland of unique importance

Map Unit Composition

Waveland, non-hydric, and similar soils: 60 percent
Waveland, hydric, and similar soils: 25 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Waveland, 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
E - 5 to 32 inches: sand
Bh1 - 32 to 40 inches: sand
Bh2 - 40 to 51 inches: sand
C - 51 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 30 to 50 inches to ortstein
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 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: Very low (about 0.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: C/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 Waveland, 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
E - 5 to 32 inches: sand
Bh1 - 32 to 40 inches: sand
Bh2 - 40 to 51 inches: sand
C - 51 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: 31 to 50 inches to ortstein
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 6 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: Very low (about 0.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: C/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: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Minor Components

Pomona, non-hydric

Percent of map unit: 5 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

Ona, non-hydric

Percent of map unit: 5 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

Myakka, non-hydric

Percent of map unit: 5 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

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.

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.

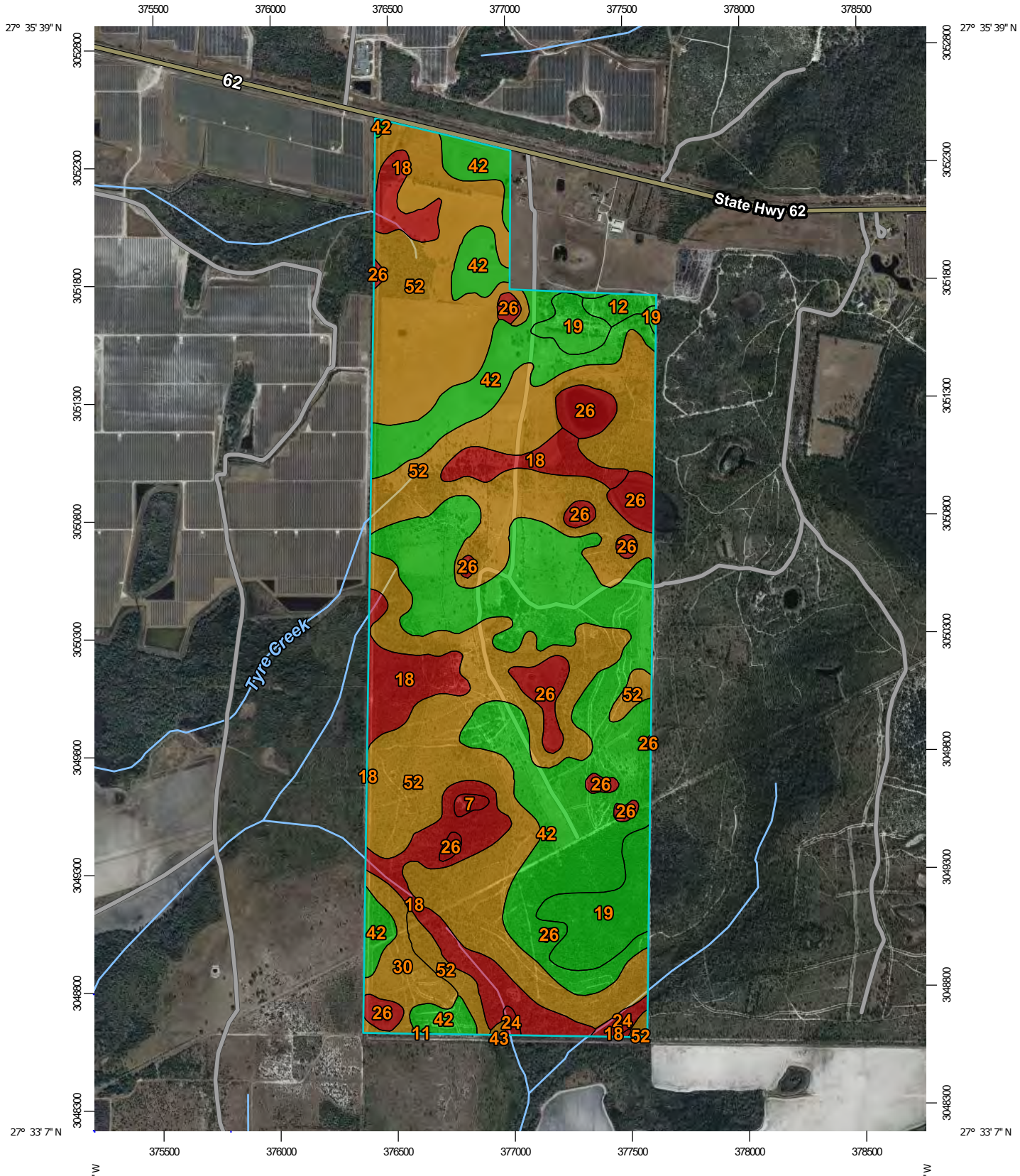
The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen, which is displayed on the report. An aggregated rating class is shown for each map unit. The 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:

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.

Map—WLF - Gopher Tortoise Burrowing Suitability



Map Scale: 1:22,900 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 300 600 1200 1800

Feet: 0 1000 2000 4000 6000

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

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.

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.

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, Anclote, and Okeelanta soils	Unsuitable	Canova (40%)	Ponding (0.00)	2.5	0.2%
				Water table (0.00)		
				Texture (0.31)		
			Anclote (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)		
11	Cassia fine sand, 0 to 2 percent slopes	Highly suited	Cassia (80%)		0.2	0.0%
			Pomello (6%)			
			Satellite (4%)			
12	Cassia fine sand, moderately well drained	Highly suited	Cassia, moderately well drained (90%)		6.9	0.7%
			Pomello (10%)			
18	Delray-Pomona complex	Unsuitable	Delray (50%)	Water table (0.00)	115.3	11.1%
			Pomona, hydric (20%)	Water table (0.00)		
			Myakka, hydric (3%)	Water table (0.00)		
			Palmetto (3%)	Water table (0.00)		
			Wauchula, non-hydric (2%)	Water table (0.02)		
				Texture (0.93)		
19	Duette fine sand, 0 to 5 percent slopes	Highly suited	Duette (85%)		49.5	4.8%
			Pomello (7%)			

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
24	Felda-Wabasso association, frequently flooded	Unsuitable	Felda (60%)	Water table (0.00)	5.8	0.6%
				Flooding (0.00)		
				Texture (0.81)		
			Wabasso, hydric (15%)	Water table (0.00)		
				Flooding (0.00)		
			Wabasso, non-hydric (10%)	Flooding (0.00)		
				Water table (0.22)		
			Anclote (4%)	Ponding (0.00)		
				Water table (0.00)		
				Flooding (0.00)		
			Chobee (4%)	Ponding (0.00)		
				Water table (0.00)		
				Flooding (0.00)		
				Texture (0.59)		
			Bradenton (4%)	Water table (0.00)		
				Flooding (0.00)		
			Floridana, depressional (3%)	Ponding (0.00)		
				Water table (0.00)		
				Flooding (0.00)		
				Texture (0.96)		
26	Floridana-Immokalee-Okeelanta association	Unsuitable	Floridana, depressional (35%)	Ponding (0.00)	52.9	5.1%
				Water table (0.00)		
				Texture (0.96)		
			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)		
			Anclote (3%)	Ponding (0.00)		

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
				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)		
30	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	Less suited	Myakka (70%)	Water table (0.20)	25.3	2.4%
			EauGallie (5%)	Water table (0.20)		
42	Pomello fine sand, 0 to 2 percent slopes	Highly suited	Pomello (85%)		327.8	31.4%
			Duette (5%)			
			Tavares (2%)			
43	St. Johns fine sand, 2 to 5 percent slopes	Less suited	St. Johns, non-hydric (45%)	Water table (0.22)	0.7	0.1%
			Myakka, non-hydric (7%)	Water table (0.22)		
52	Waveland fine sand	Less suited	Waveland, non-hydric (60%)	Soil depth (0.09)	455.5	43.7%
				Water table (0.22)		
			Pomona, non-hydric (5%)	Water table (0.22)		
			Ona, non-hydric (5%)	Water table (0.22)		
			Myakka, non-hydric (5%)	Water table (0.22)		
Totals for Area of Interest					**1,042.4**	**100.0%**

Rating	Acres in AOI	Percent of AOI
Less suited	481.5	46.2%
Highly suited	384.4	36.9%
Unsuitable	176.5	16.9%
Totals for Area of Interest	**1,042.4**	**100.0%**

Rating Options—WLF - Gopher Tortoise Burrowing Suitability

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

References

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

National Research Council. 1995. Wetlands: Characteristics and boundaries.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577

Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580

Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.

United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.

United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374

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=stelprdb1043084

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

Appendix C
Historical Aerial Imagery & Topographic Maps

TOPOGRAPHIC MAPS

Project Property:	Thundercloud Ranch
	Thundercloud Ranch Parrish FL None
Project No:	PO #14199 / Project Number 1000020804
Requested By:	Terracon
Order No:	26062500083
Date Completed:	June 25, 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
1944	7.5
1956	7.5
1972	7.5
1979	7.5
1987	7.5
2012	7.5
2015	7.5
2018	7.5
2021	7.5
2024	7.5

Topographic Map Symbology for the maps may be available in the following documents:

Pre-1947

Page 223 of 1918 Topographic Instructions

Page 130 of 1928 Topographic Instructions

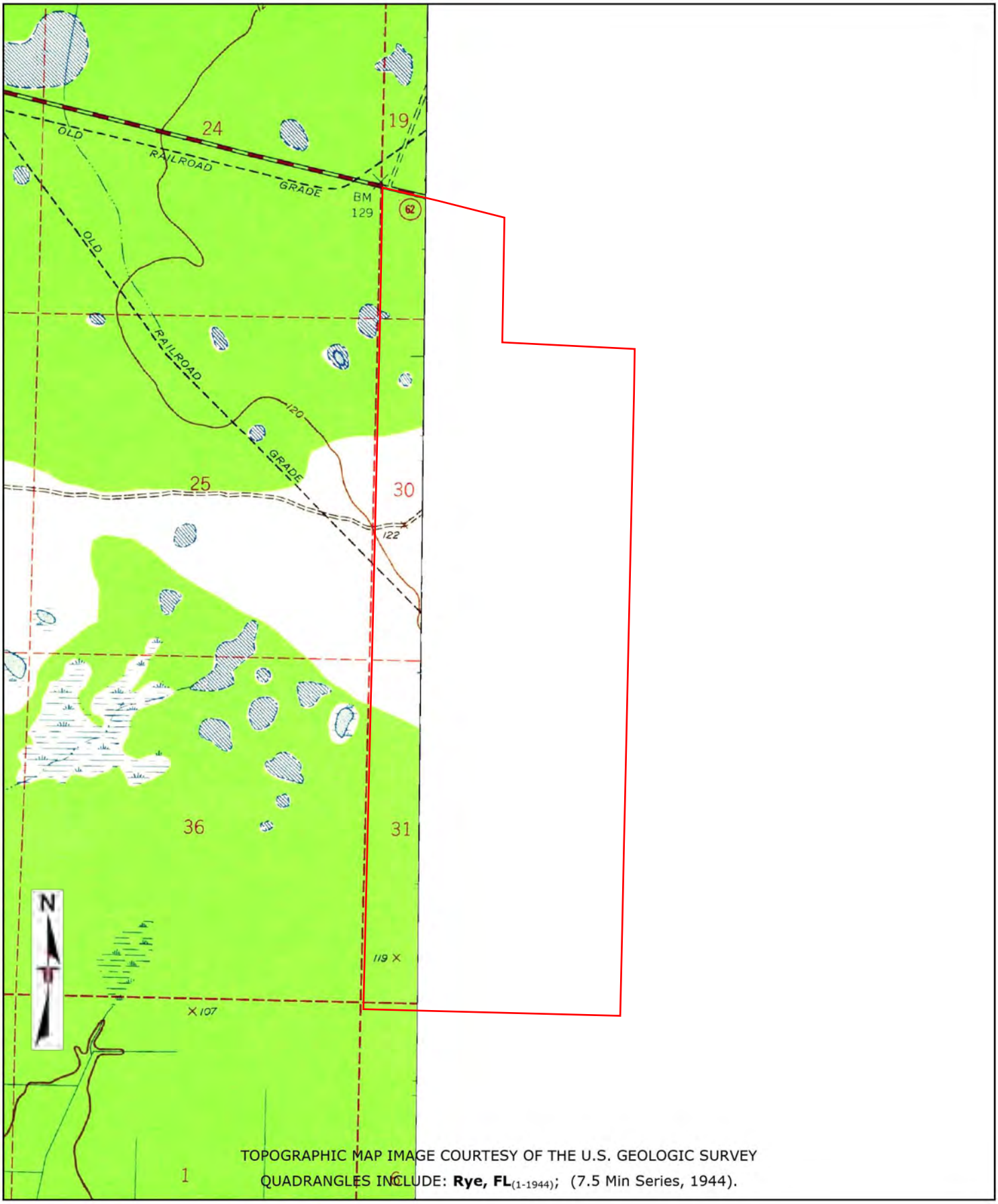
1947-2009

Topographic Map Symbols

2009-present

US Topo Map Symbols

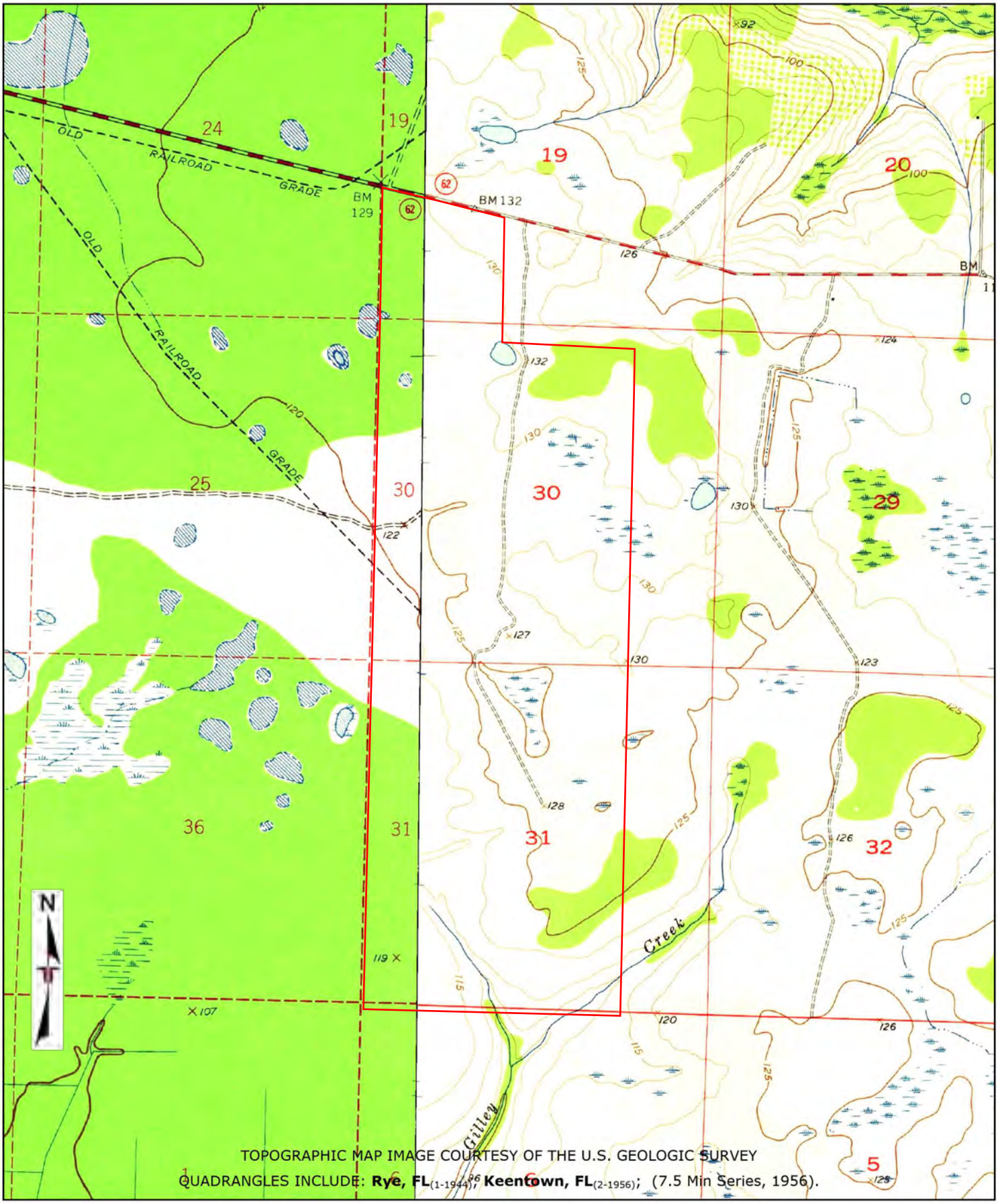
Topographic Maps included in this report are produced by the USGS and are to be used for research purposes including a phase I report. Maps are not to be resold as commercial property.
No warranty of Accuracy or Liability for ERIS: The information contained in this report has been produced by ERIS Information 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.



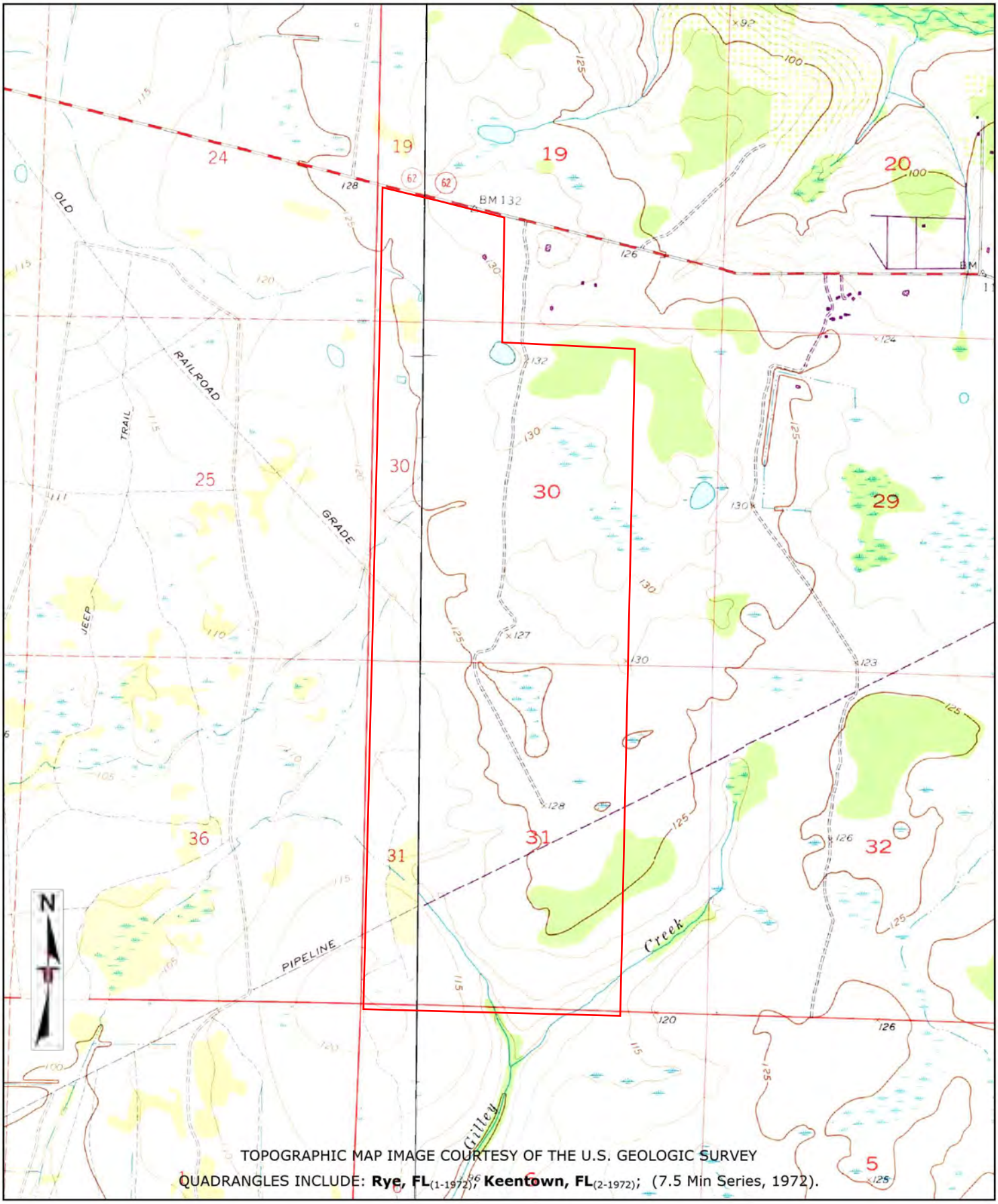
TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGIC SURVEY

QUADRANGLES INCLUDE: **Rye, FL**(1-1944); (7.5 Min Series, 1944).

Project Manager:	**Project No:** PO #14199 / Pr	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (1944)	Appendix
Drawn By:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked By:	**File Name:** 26062500083			
Approved By:	**Date:** 2026-06-30			



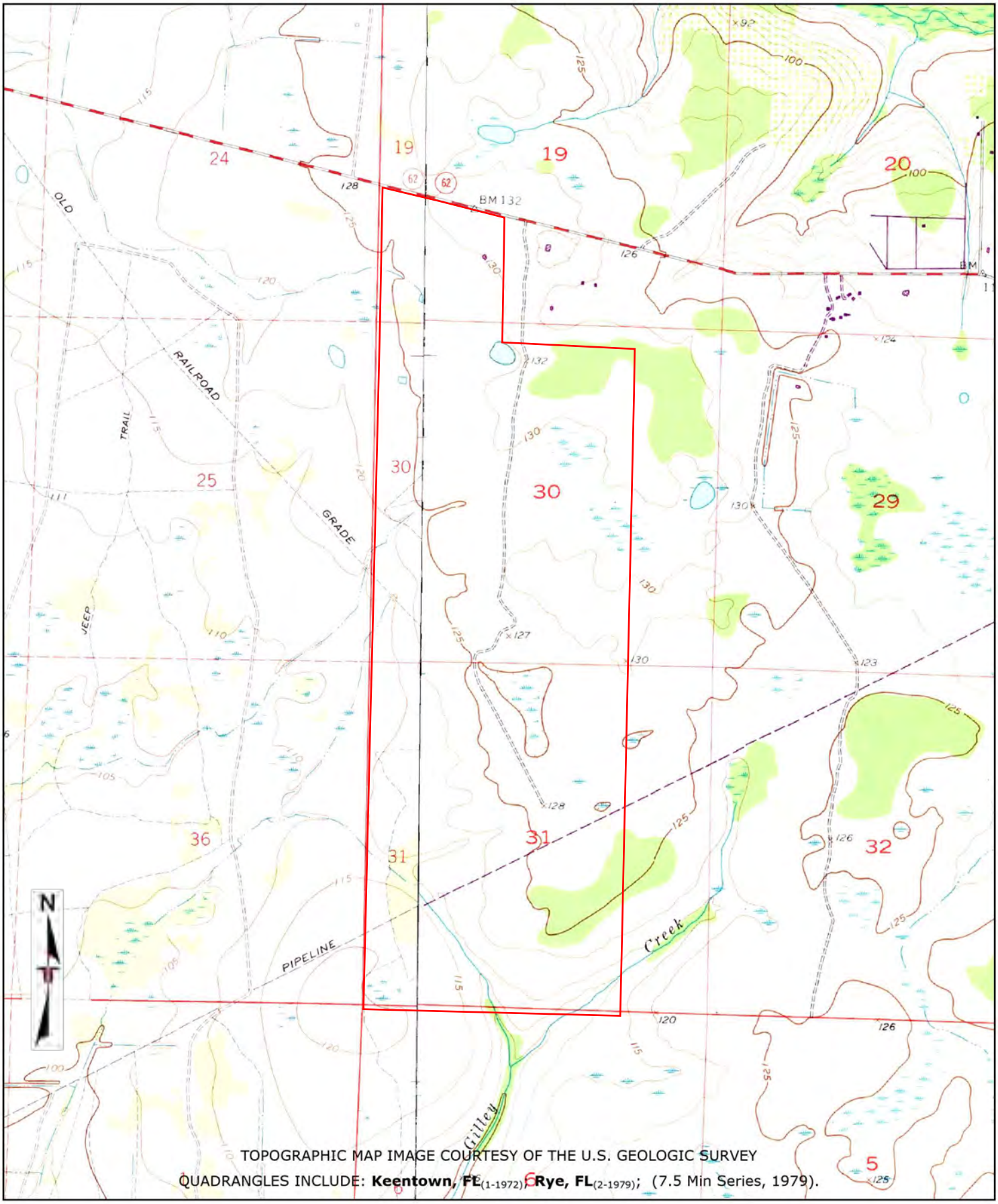
Project Manager:	**Project No:** PO #14199 / Pr(	terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (1956)	Appendix
Drawn By:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked By:	**File Name:** 26062500083			
Approved By:	**Date:** 2026-06-30			



TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGIC SURVEY

QUADRANGLES INCLUDE: **Rye, FL**(1-1972); **Keentown, FL**(2-1972); (7.5 Min Series, 1972).

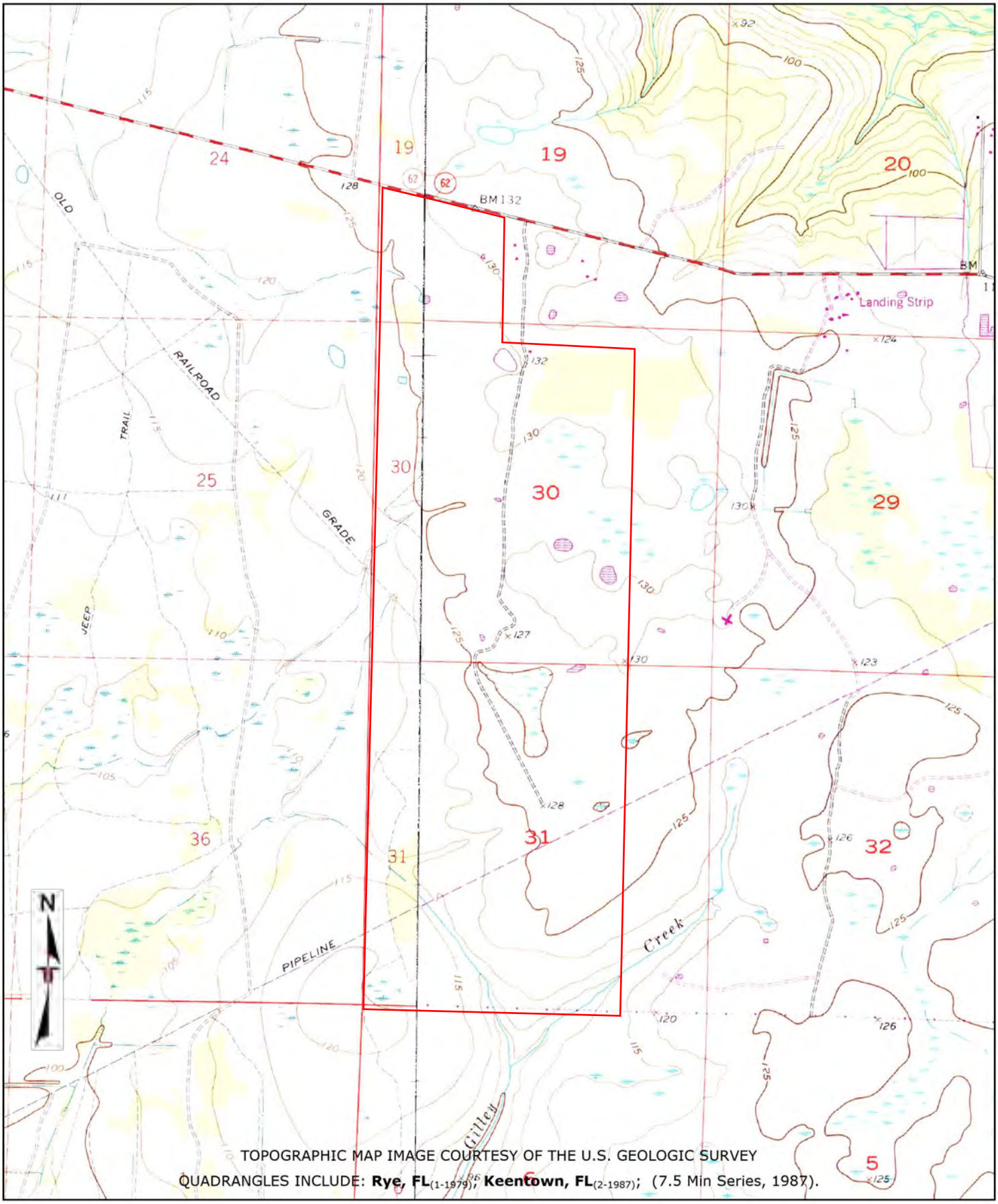
Project Manager:	**Project No:** PO #14199 / Pr	terracon	TOPOGRAPHIC MAP (1972)	Appendix
Drawn By:	**Scale:** 1" = 1600'	3559 Timberlane School Rd Tallahassee, Florida 32312	Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked By:	**File Name:** 26062500083			
Approved By:	**Date:** 2026-06-30			



TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGIC SURVEY

QUADRANGLES INCLUDE: **Keentown, FL**(1-1972); **Rye, FL**(2-1979); (7.5 Min Series, 1979).

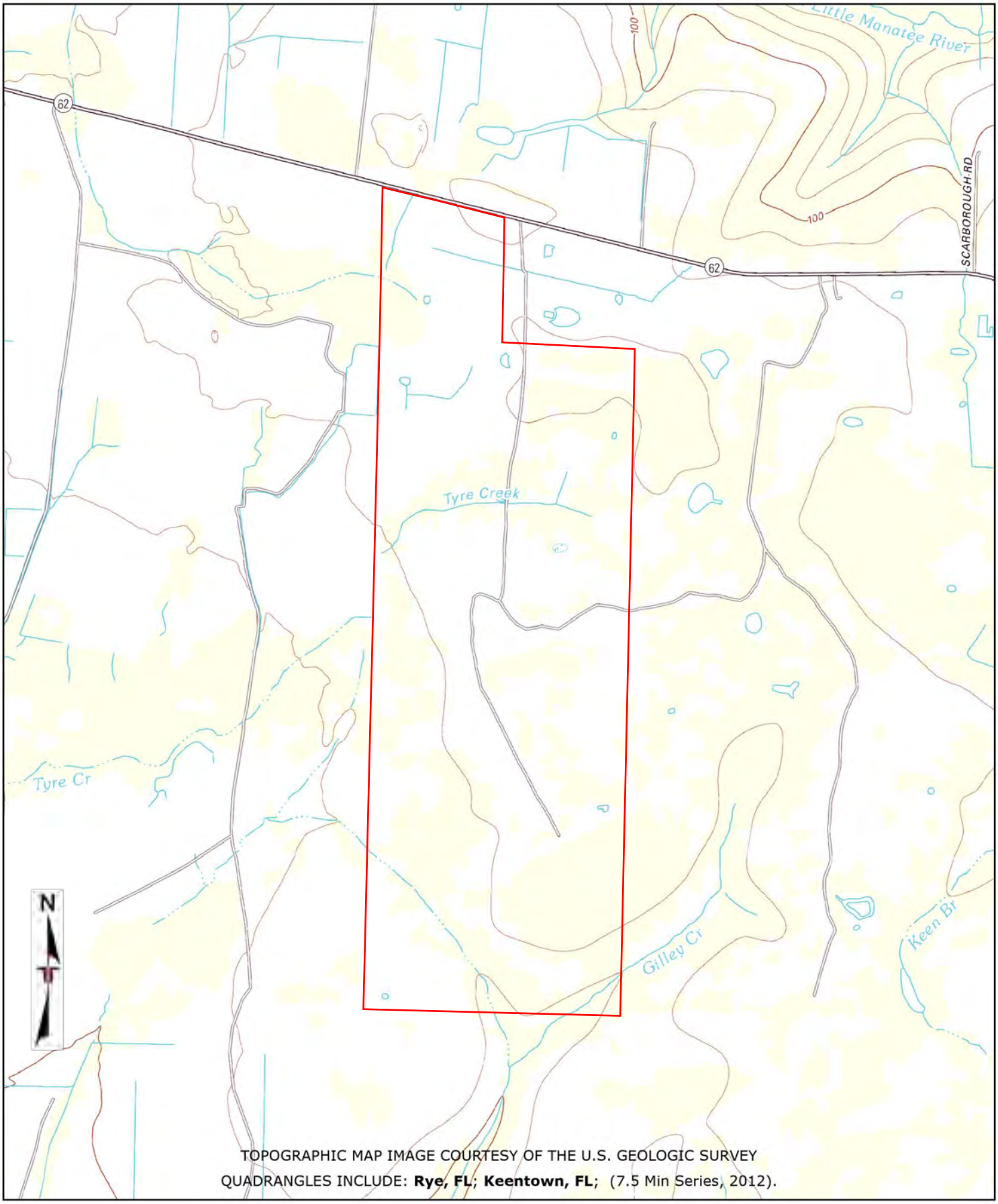
Project Manager:	**Project No:** PO #14199 / Pr	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (1979)	Appendix
Drawn By:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked By:	**File Name:** 26062500083			
Approved By:	**Date:** 2026-06-30			



TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGIC SURVEY

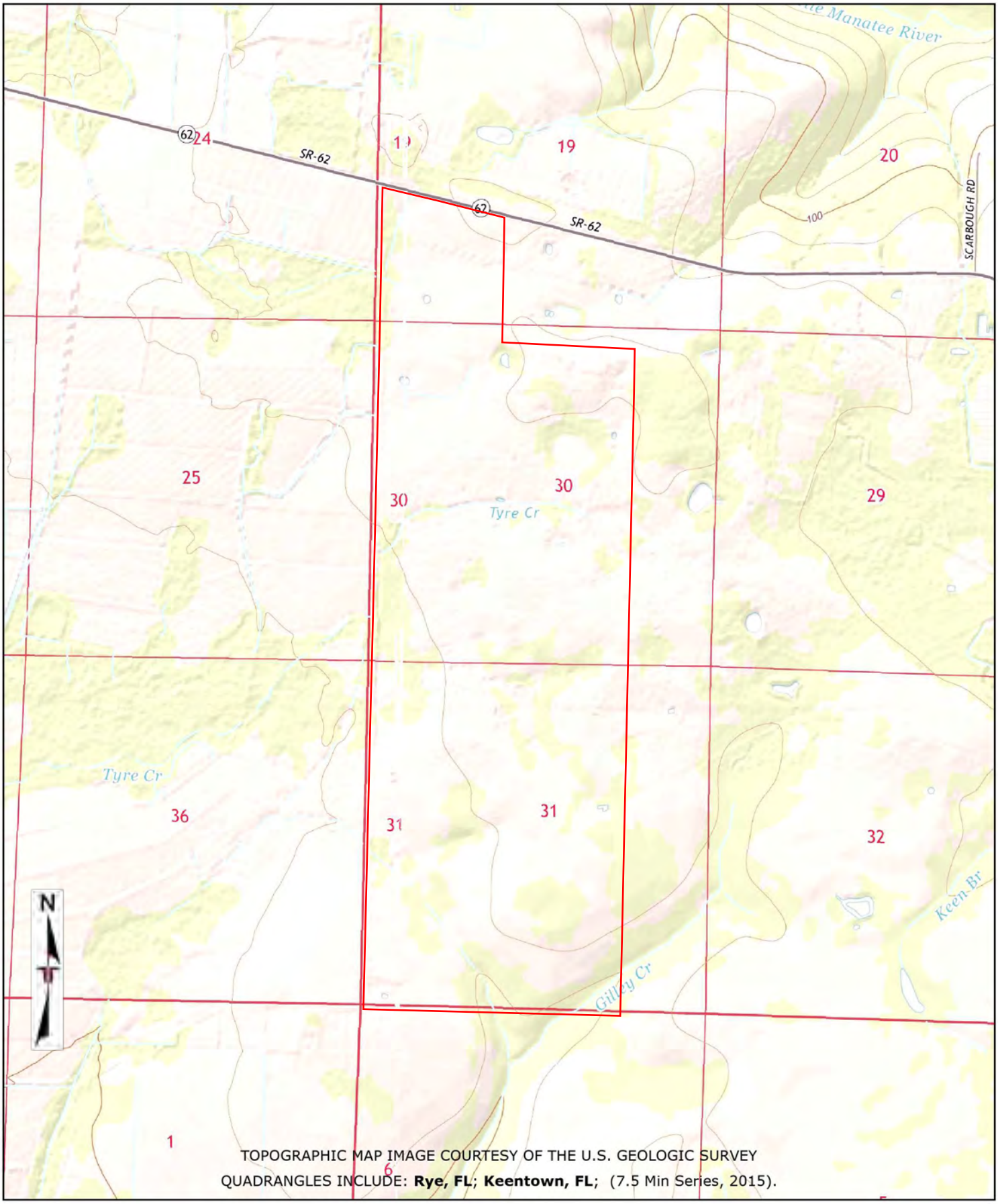
QUADRANGLES INCLUDE: **Rye, FL**(1-1979); **Keentown, FL**(2-1987); (7.5 Min Series, 1987).

Project Manager:	**Project No:** PO #14199 / Pr(	terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (1987)	Appendix
Drawn By:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked By:	**File Name:** 26062500083			
Approved By:	**Date:** 2026-06-30			



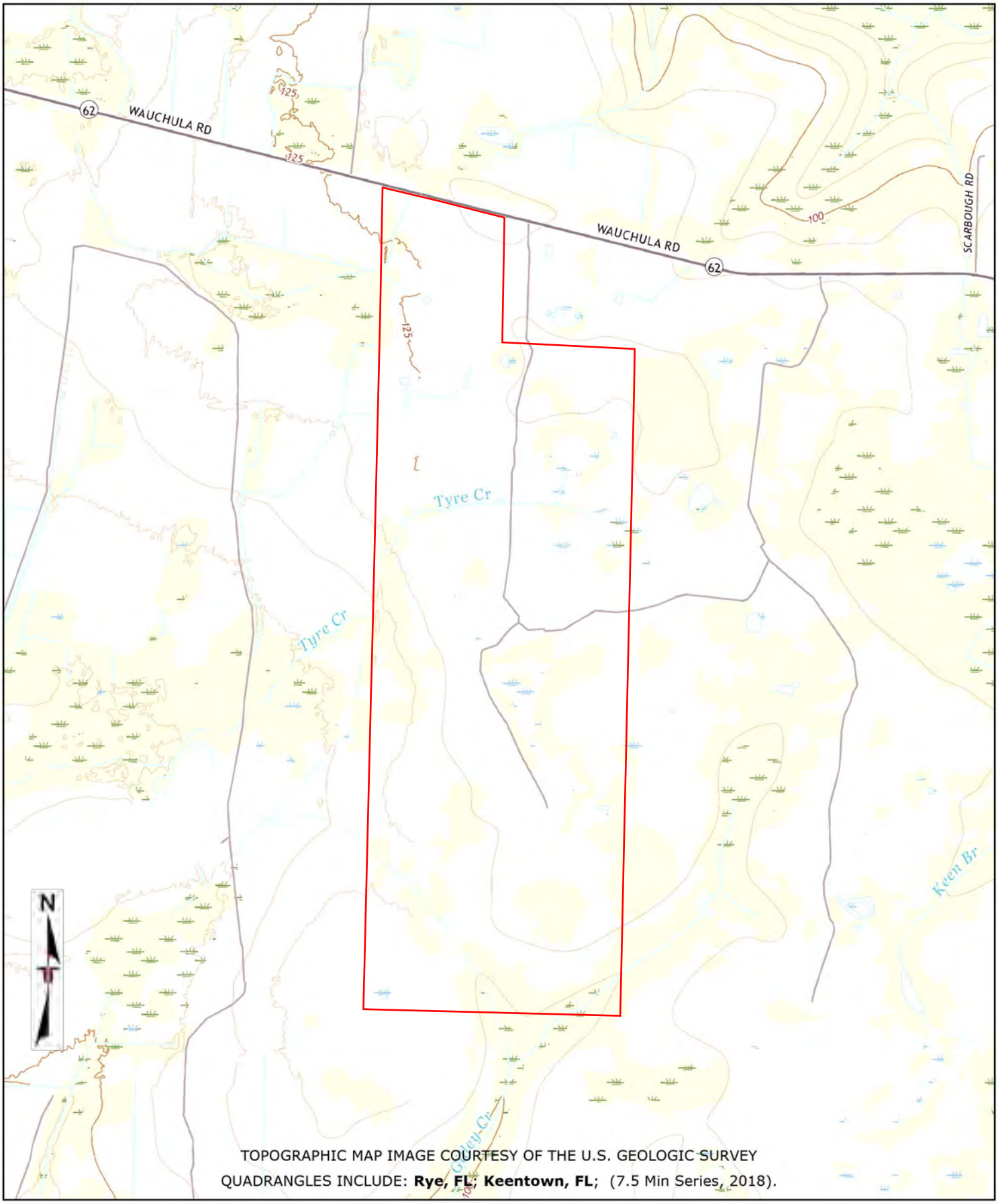
TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGIC SURVEY
QUADRANGLES INCLUDE: **Rye, FL**; **Keentown, FL**; (7.5 Min Series, 2012).

Project Manager:	**Project No:** PO #14199 / Pr	terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (2012)	Appendix
Drawn By:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked By:	**File Name:** 26062500083			
Approved By:	**Date:** 2026-06-30			



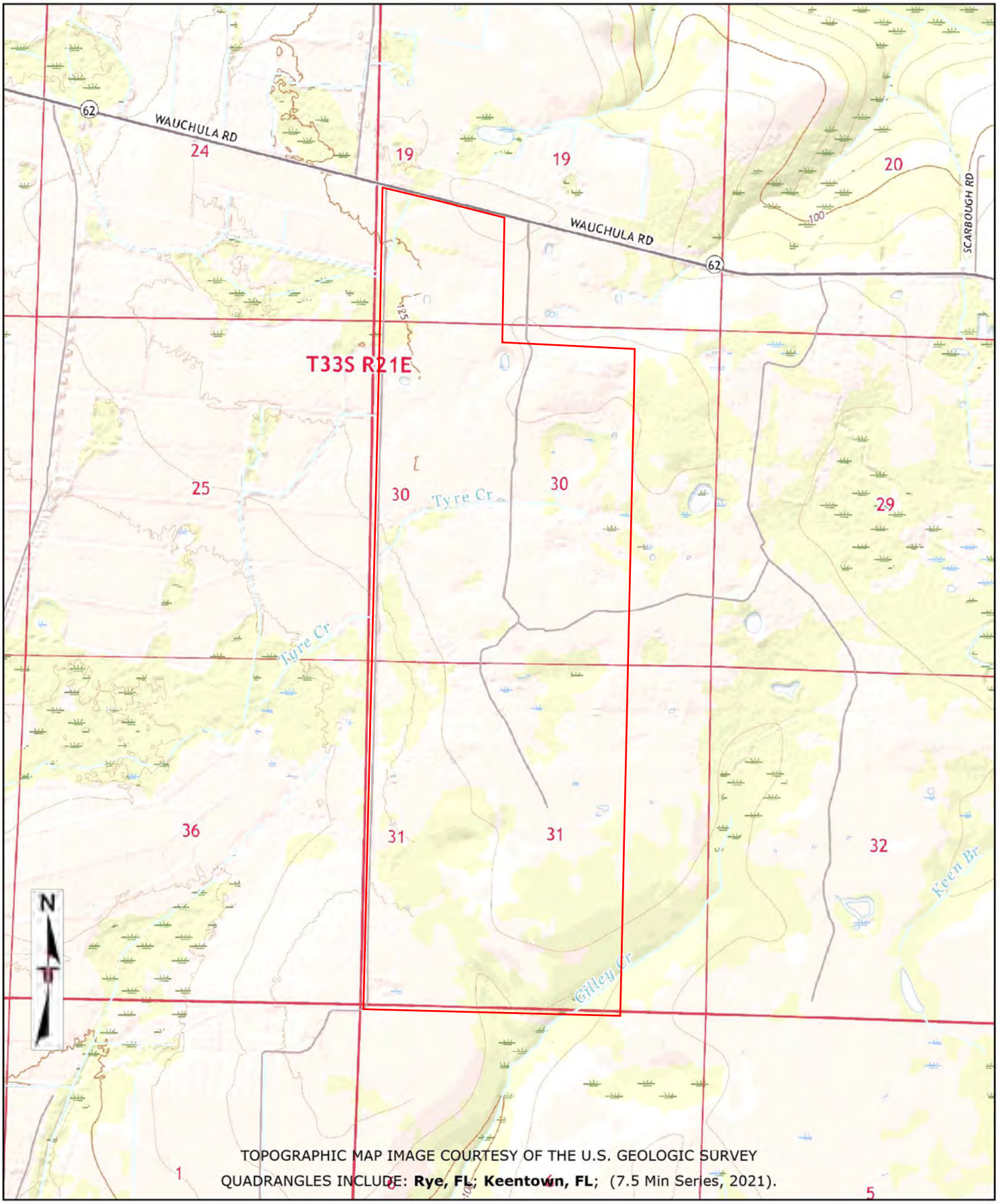
TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGIC SURVEY
QUADRANGLES INCLUDE: **Rye, FL**; **Keentown, FL**; (7.5 Min Series, 2015).

Project Manager:	**Project No:** PO #14199 / Pr	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (2015)	Appendix
Drawn By:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked By:	**File Name:** 26062500083			
Approved By:	**Date:** 2026-06-30			



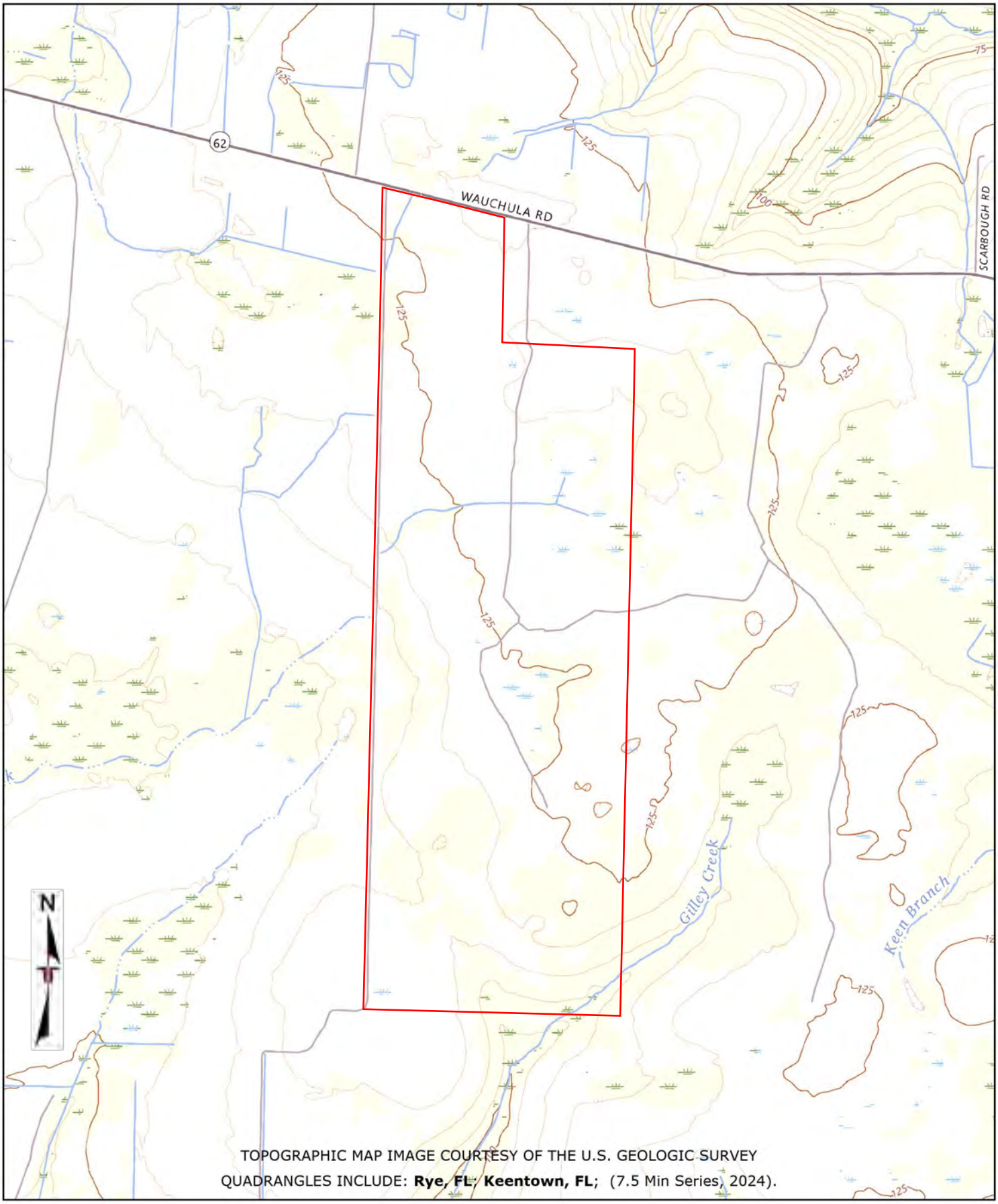
TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGIC SURVEY
QUADRANGLES INCLUDE: **Rye, FL; Keentown, FL**; (7.5 Min Series, 2018).

Project Manager:	**Project No:** PO #14199 / Pr	terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (2018)	Appendix
Drawn By:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked By:	**File Name:** 26062500083			
Approved By:	**Date:** 2026-06-30			



TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGIC SURVEY
QUADRANGLES INCLUDE: **Rye, FL**; **Keentown, FL**; (7.5 Min Series, 2021).

Project Manager:	**Project No:** PO #14199 / Pr	terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (2021)	Appendix
Drawn By:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked By:	**File Name:** 26062500083			
Approved By:	**Date:** 2026-06-30			



TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGIC SURVEY
QUADRANGLES INCLUDE: **Rye, FL; Keentown, FL**; (7.5 Min Series, 2024).

Project Manager:	**Project No:** PO #14199 / Pr	terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	TOPOGRAPHIC MAP (2024)	Appendix
Drawn By:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked By:	**File Name:** 26062500083			
Approved By:	**Date:** 2026-06-30			

HISTORICAL AERIALS

Project Property: Thundercloud Ranch
Thundercloud Ranch
Parrish Florida

Project No.: PO #14199 / Project Number 1000020804

Requested By: Terracon

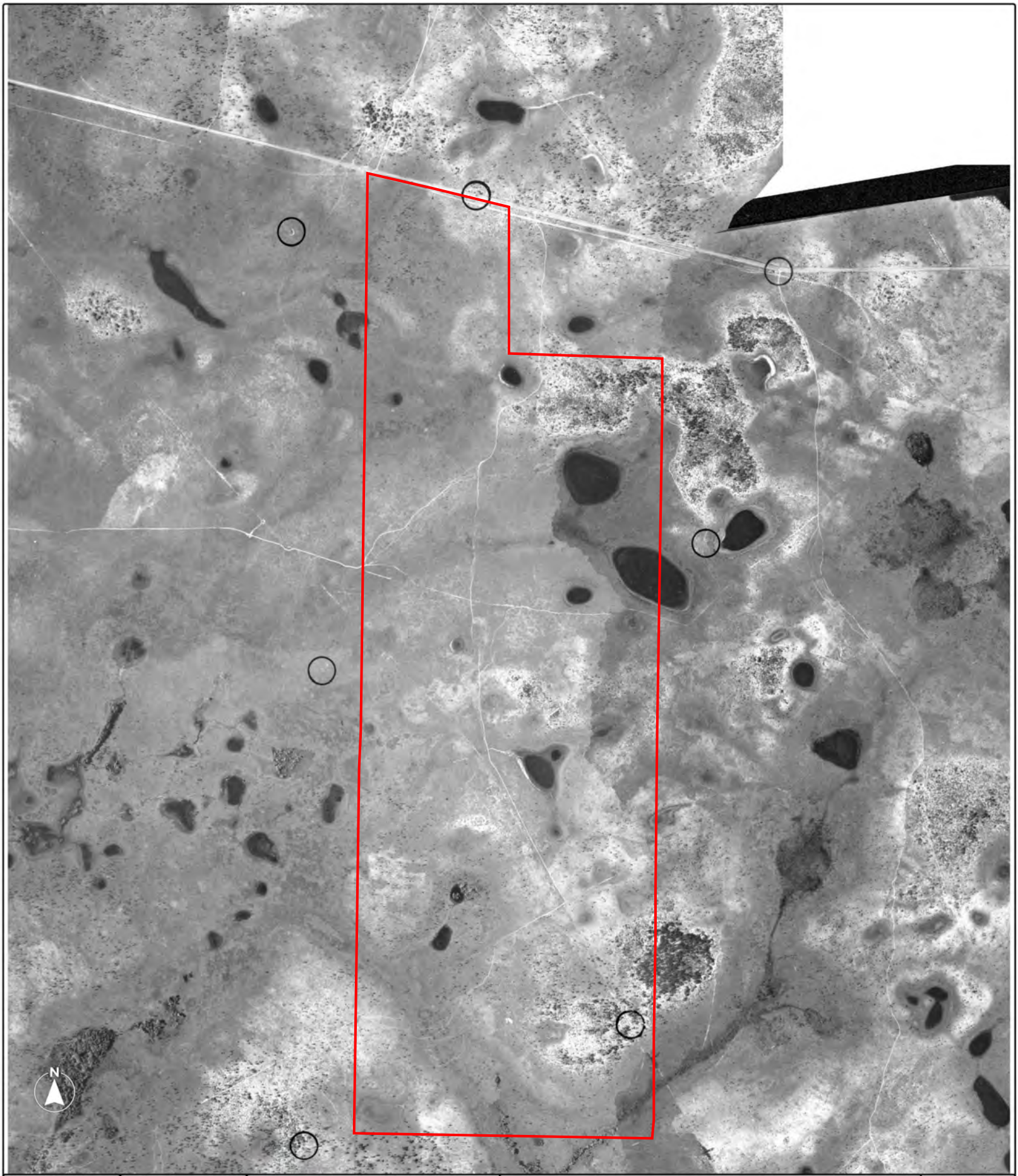
Order No: 26062500083

Date Completed: June 30,2026

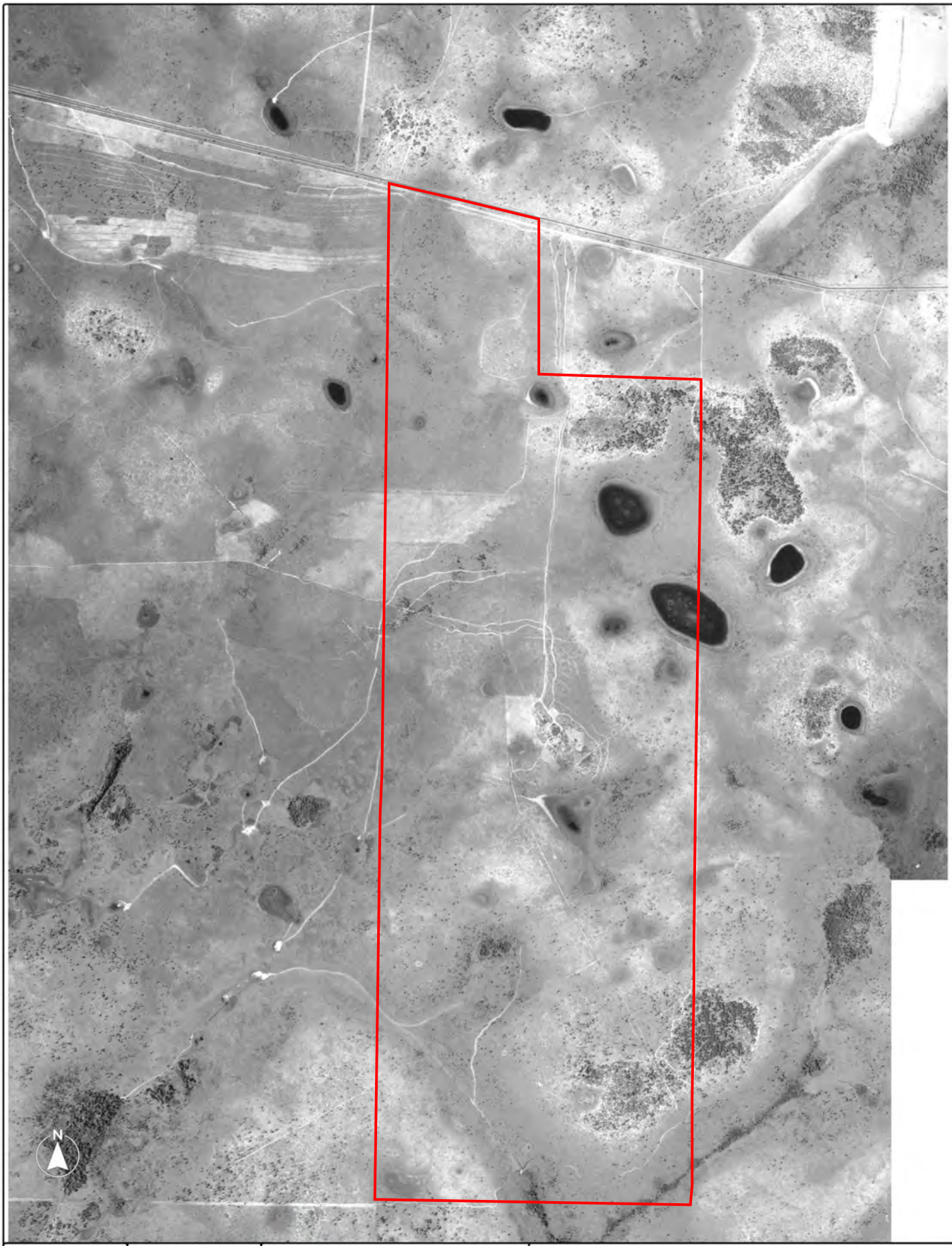
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Date	Source	Scale	Comments
1940	Agricultural Stabilization & Conserv. Service	1" = 1600'	
1951	Agricultural Stabilization & Conserv. Service	1" = 1600'	
1957	Agricultural Stabilization & Conserv. Service	1" = 1600'	
1969	Agricultural Stabilization & Conserv. Service	1" = 1600'	
1978	Florida Department of Transportation	1" = 1600'	
1985	United States Geological Survey	1" = 1600'	
1995	United States Geological Survey	1" = 1600'	
1999	United States Geological Survey	1" = 1600'	
2005	United States Department of Agriculture	1" = 1600'	
2006	United States Department of Agriculture	1" = 1600'	
2007	United States Department of Agriculture	1" = 1600'	
2010	United States Department of Agriculture	1" = 1600'	
2013	United States Department of Agriculture	1" = 1600'	
2015	United States Department of Agriculture	1" = 1600'	
2017	United States Department of Agriculture	1" = 1600'	
2019	United States Department of Agriculture	1" = 1600'	
2021	United States Department of Agriculture	1" = 1600'	
2023	United States Department of Agriculture	1" = 1600'	
2025	United States Department of Agriculture	1" = 1600'	



Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (1940 - ASCS) Thundercloud Ranch Thundercloud Ranch Parrish, Florida	Appendix C
Drawn by:	**Scale:** 1" = 1600'			
Checked by:	**File Name:** 26062500083			
Approved by:	**Date:** 2026-06-30			



Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (1951 - ASCS)	Appendix
Drawn by:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked by:	**File Name:** 26062500083			
Approved by:	**Date:** 2026-06-30			



Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (1957 - ASCS) Thundercloud Ranch Thundercloud Ranch Parrish, Florida	Appendix C
Drawn by:	**Scale:** 1" = 1600'			
Checked by:	**File Name:** 26062500083			
Approved by:	**Date:** 2026-06-30			



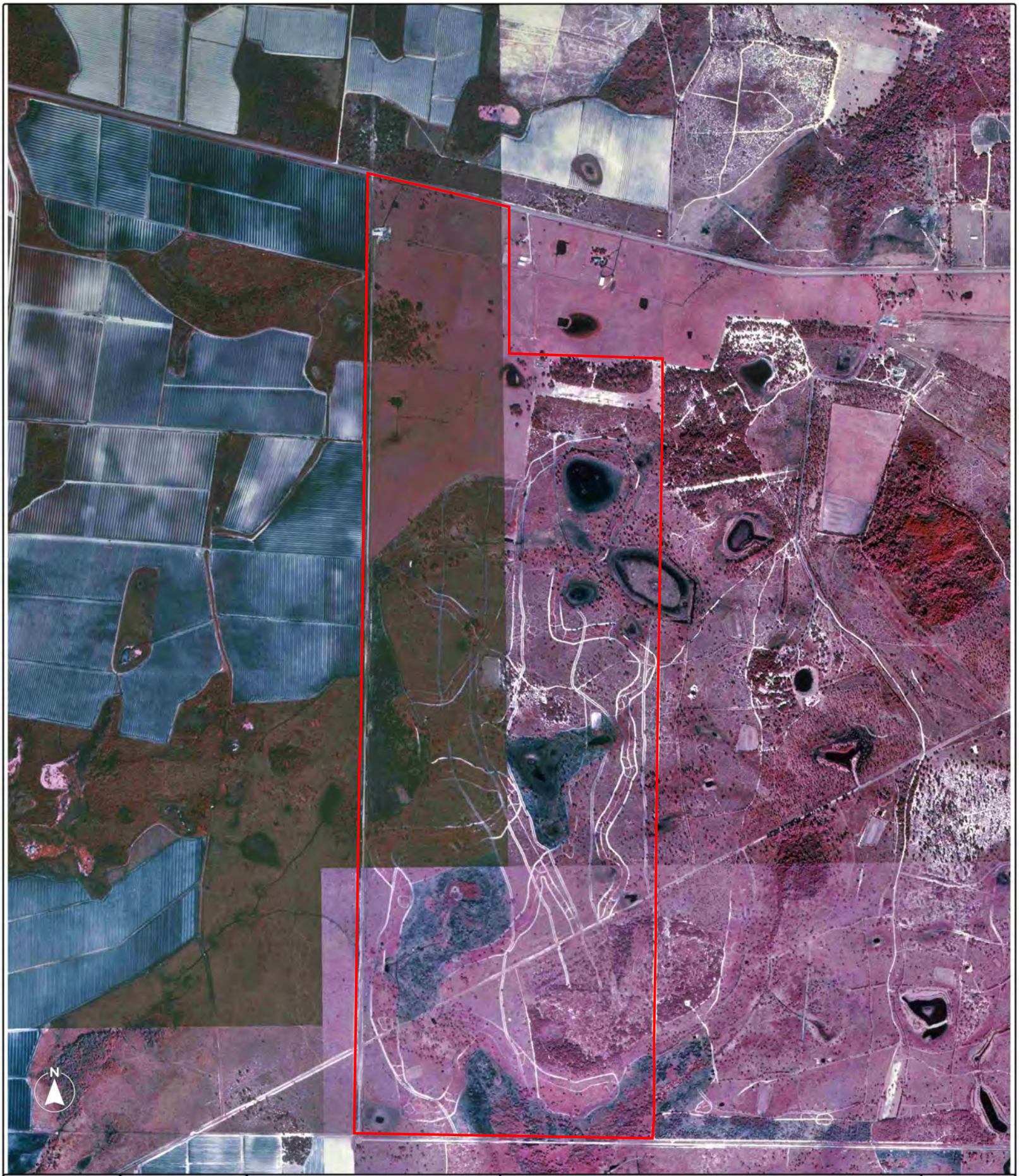
Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (1969 - ASCS) Thundercloud Ranch Thundercloud Ranch Parrish, Florida	Appendix C
Drawn by:	**Scale:** 1" = 1600'			
Checked by:	**File Name:** 26062500083			
Approved by:	**Date:** 2026-06-30			



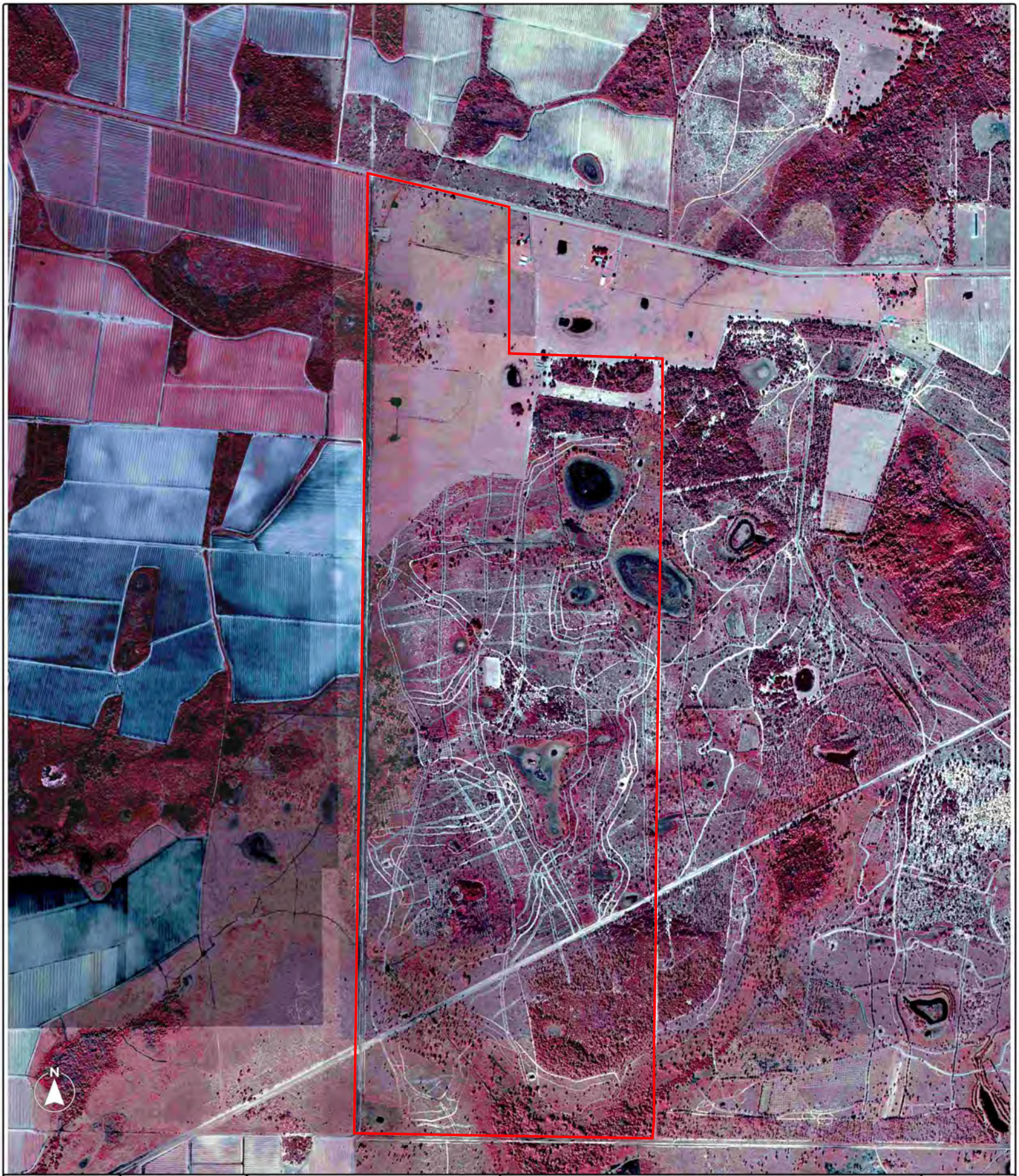
Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (1978 - FDOT) Thundercloud Ranch Thundercloud Ranch Parrish, Florida	Appendix C
Drawn by:	**Scale:** 1" = 1600'			
Checked by:	**File Name:** 26062500083			
Approved by:	**Date:** 2026-06-30			



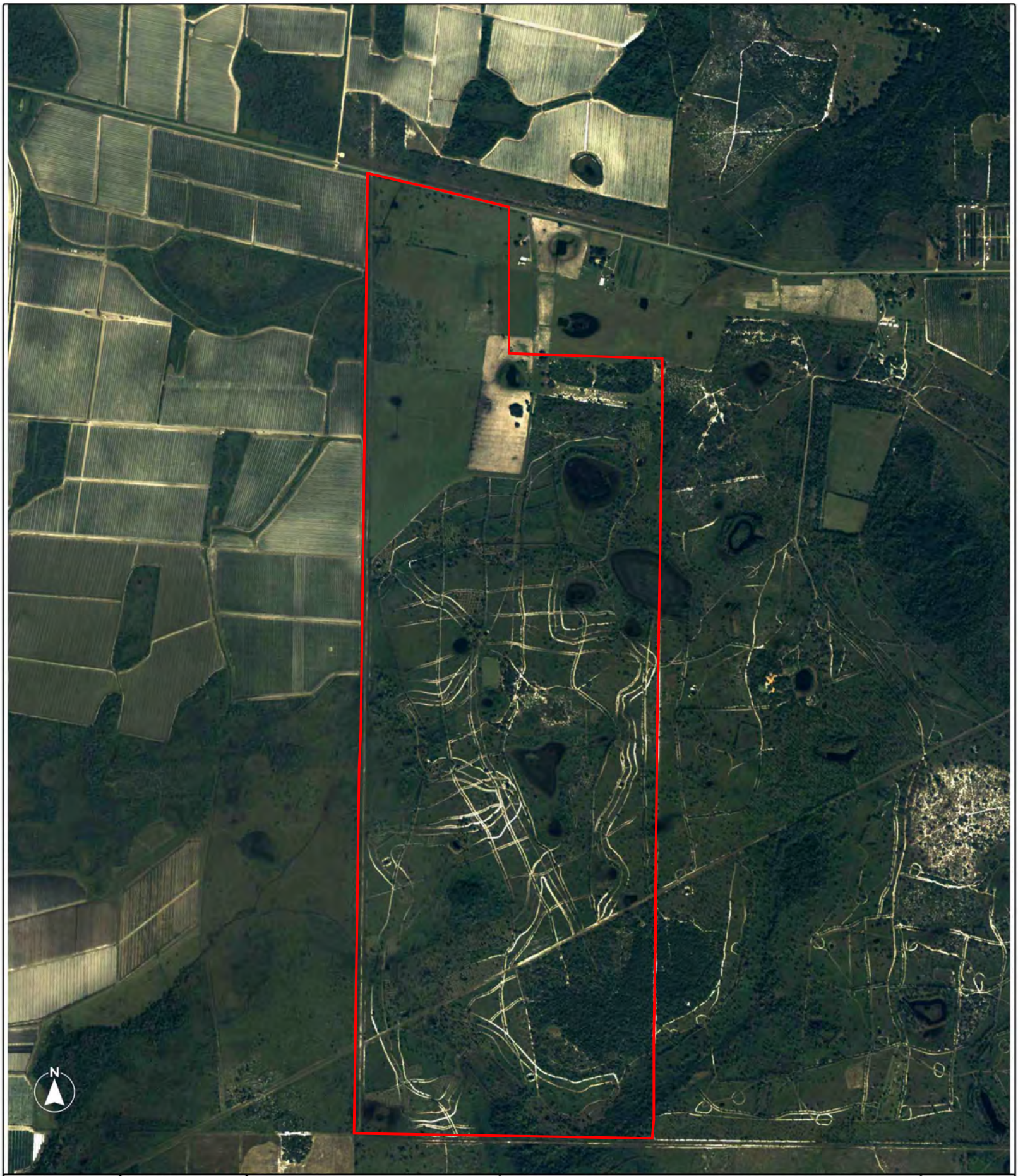
Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (1985 - USGS)	Appendix
Drawn by:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked by:	**File Name:** 26062500083			
Approved by:	**Date:** 2026-06-30			



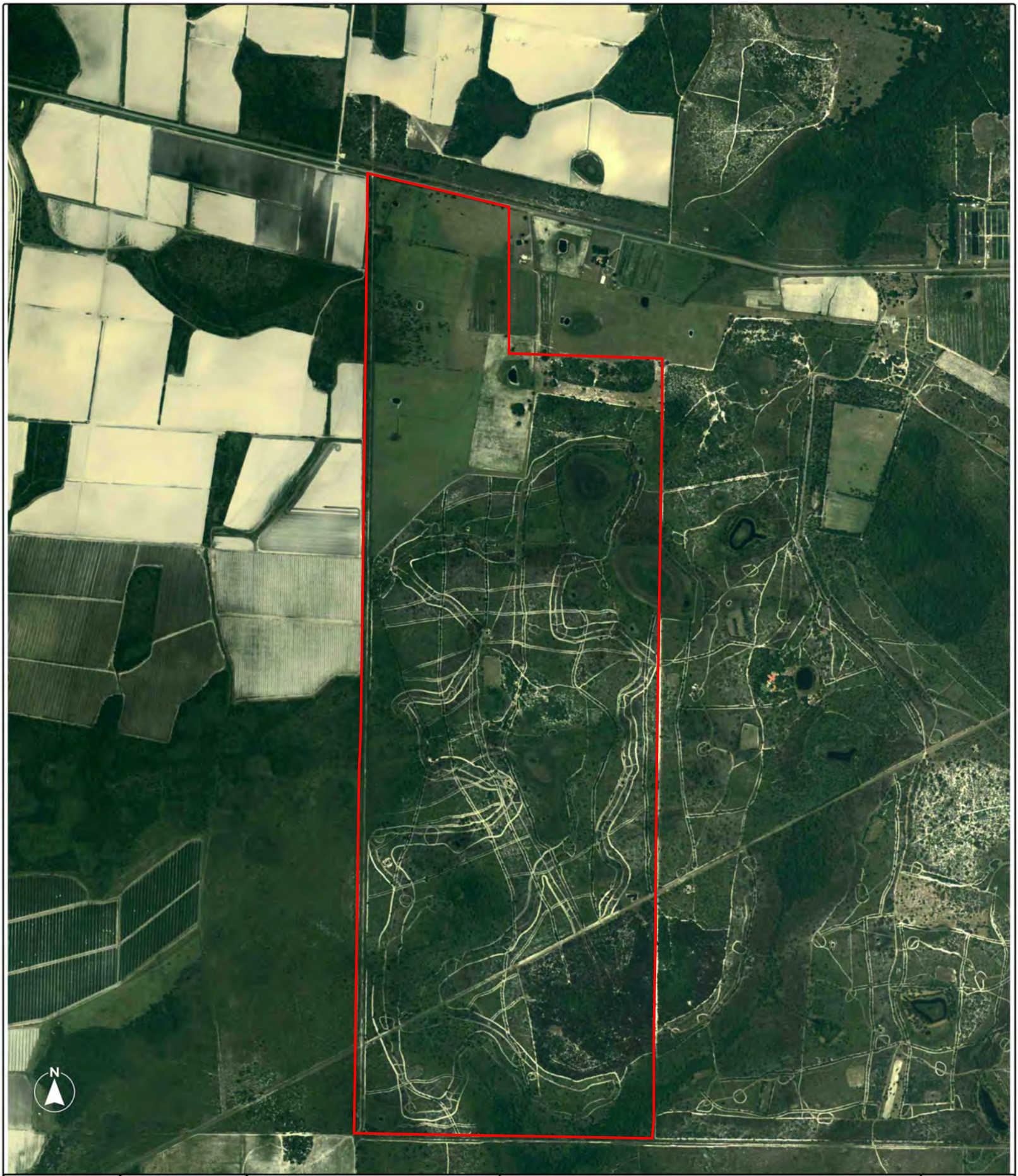
Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (1995 - USGS)	Appendix
Drawn by:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked by:	**File Name:** 26062500083			
Approved by:	**Date:** 2026-06-30			



Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (1999 - USGS)	Appendix
Drawn by:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked by:	**File Name:** 26062500083			
Approved by:	**Date:** 2026-06-30			



Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (2005 - USDA)	Appendix
Drawn by:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked by:	**File Name:** 26062500083			
Approved by:	**Date:** 2026-06-30			



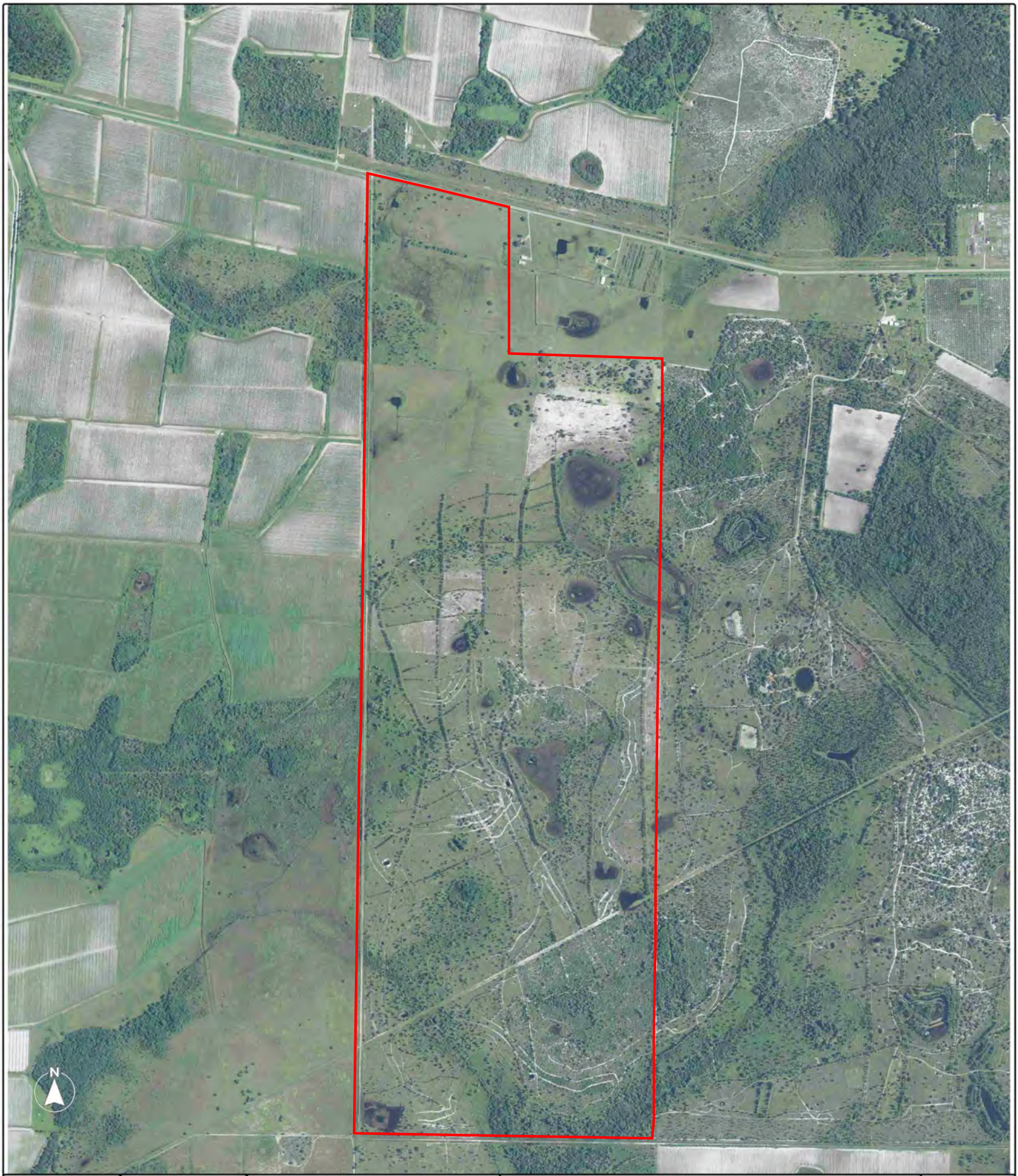
Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (2006 - USDA)	Appendix
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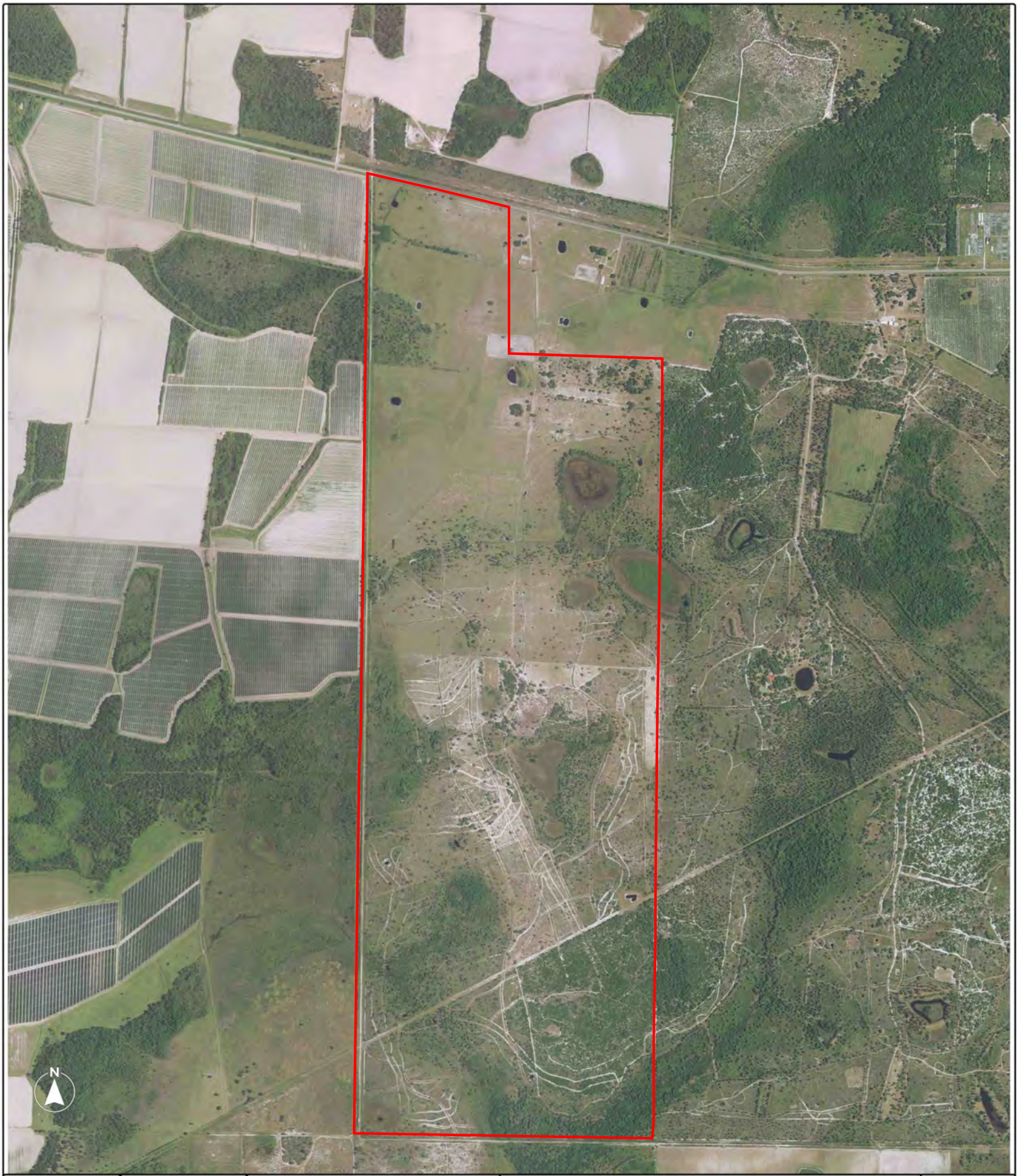
Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (2007 - USDA)	Appendix
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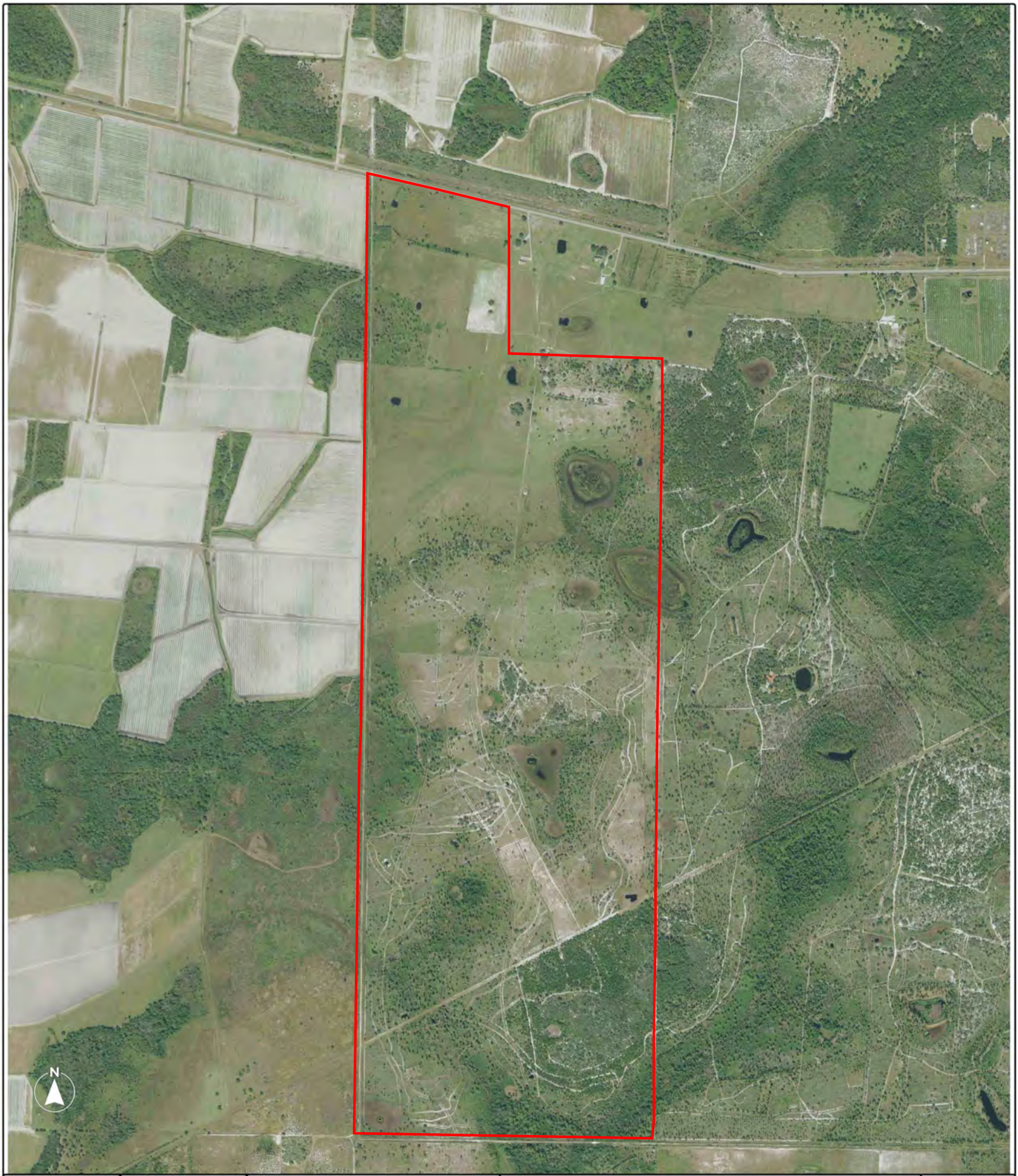
Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (2010 - USDA)	Appendix
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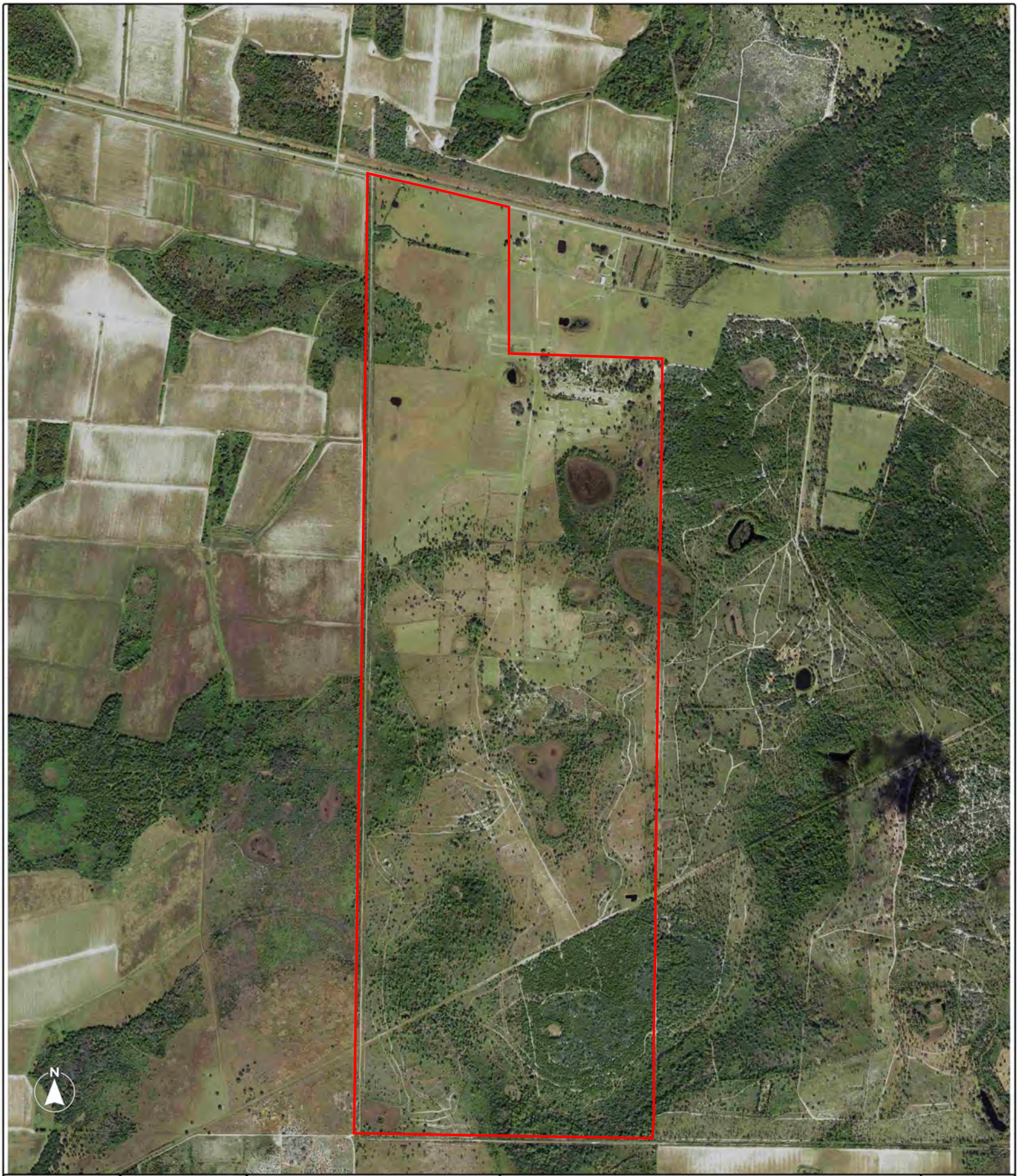
Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (2013 - USDA)	Appendix
Drawn by:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked by:	**File Name:** 26062500083			
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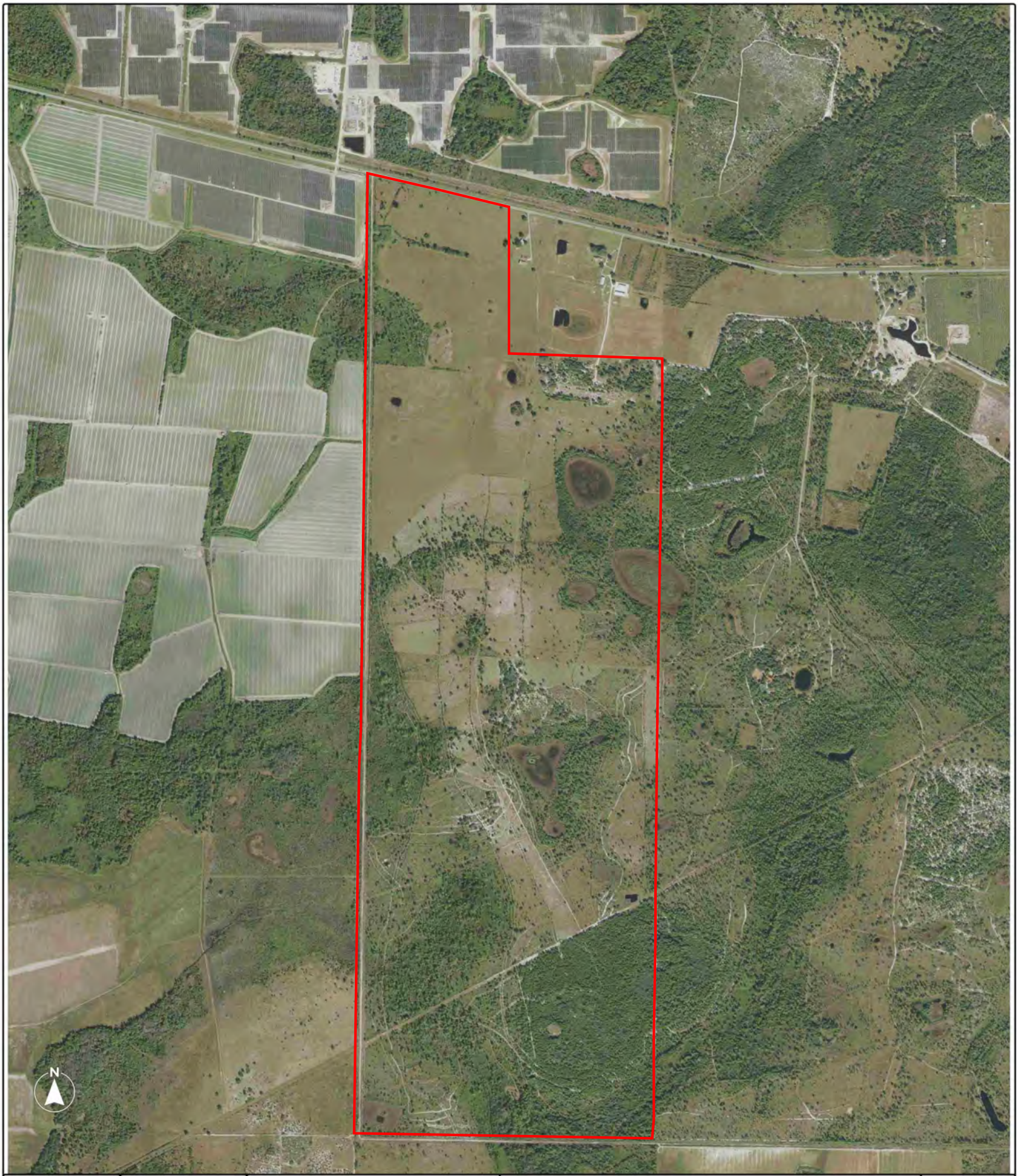
Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (2015 - USDA)	Appendix
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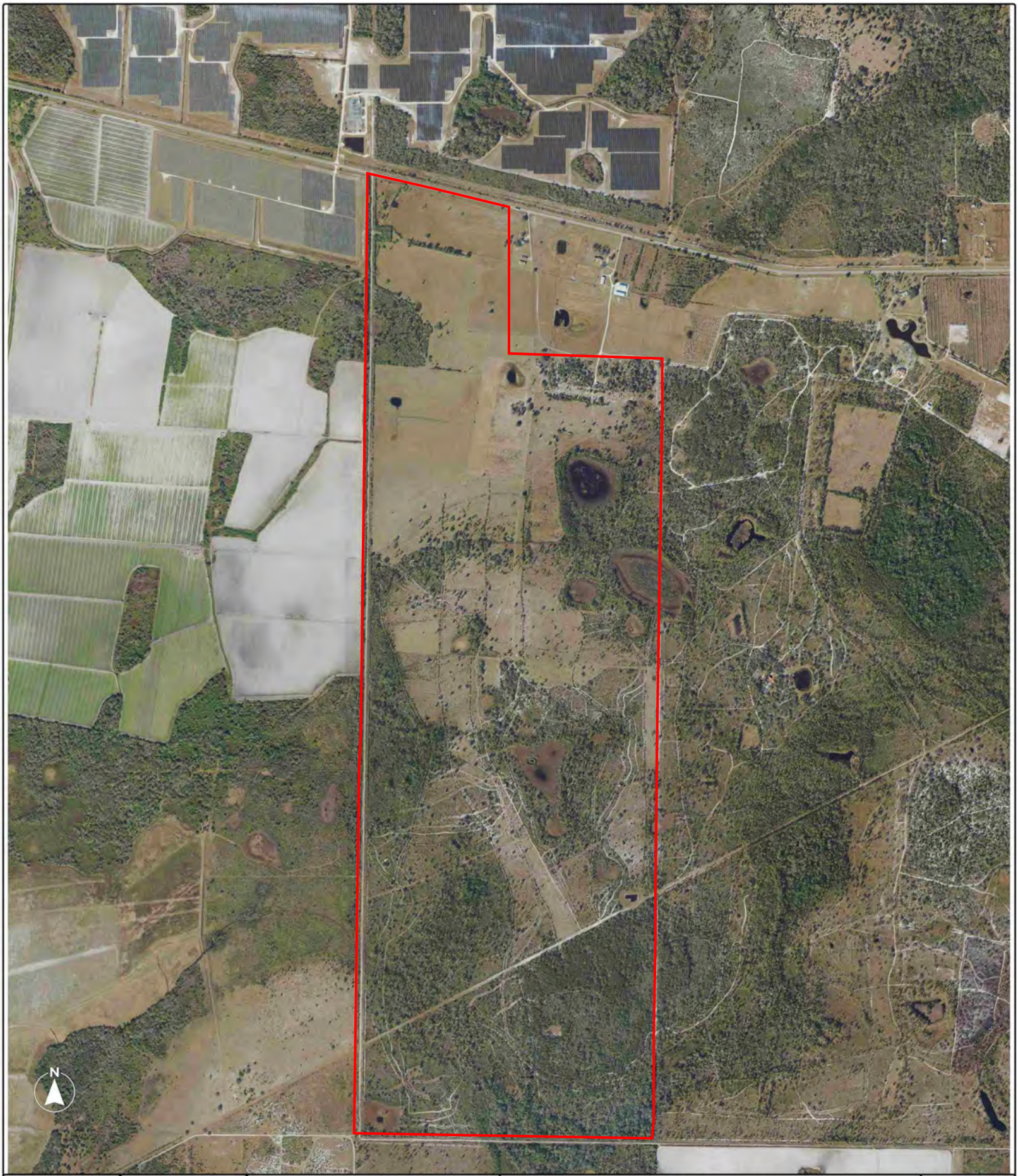
Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (2017 - USDA)	Appendix
Drawn by:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
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Approved by:	**Date:** 2026-06-30			



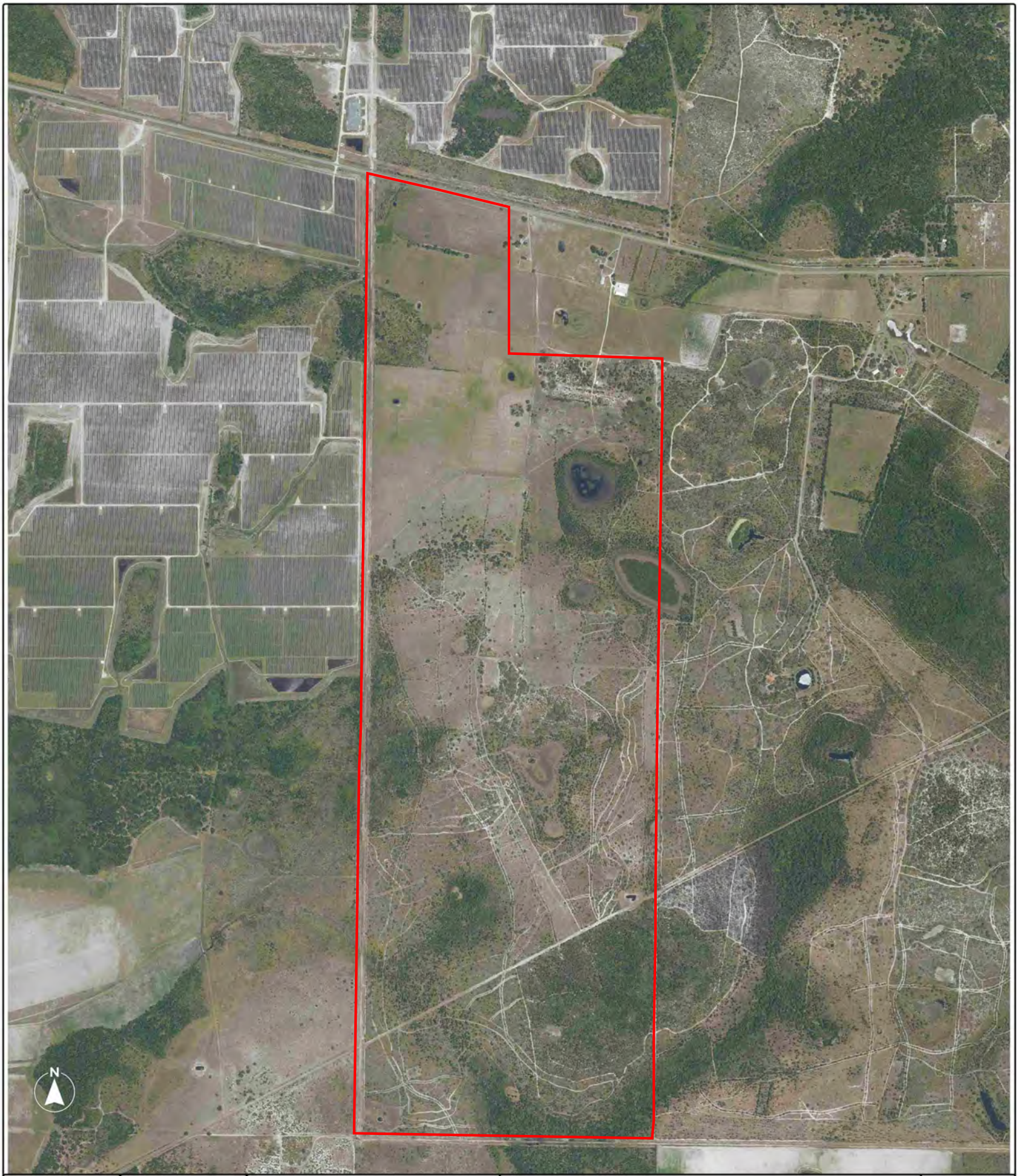
Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (2019 - USDA)	Appendix
Drawn by:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked by:	**File Name:** 26062500083			
Approved by:	**Date:** 2026-06-30			



Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (2021 - USDA)	Appendix
Drawn by:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
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Approved by:	**Date:** 2026-06-30			



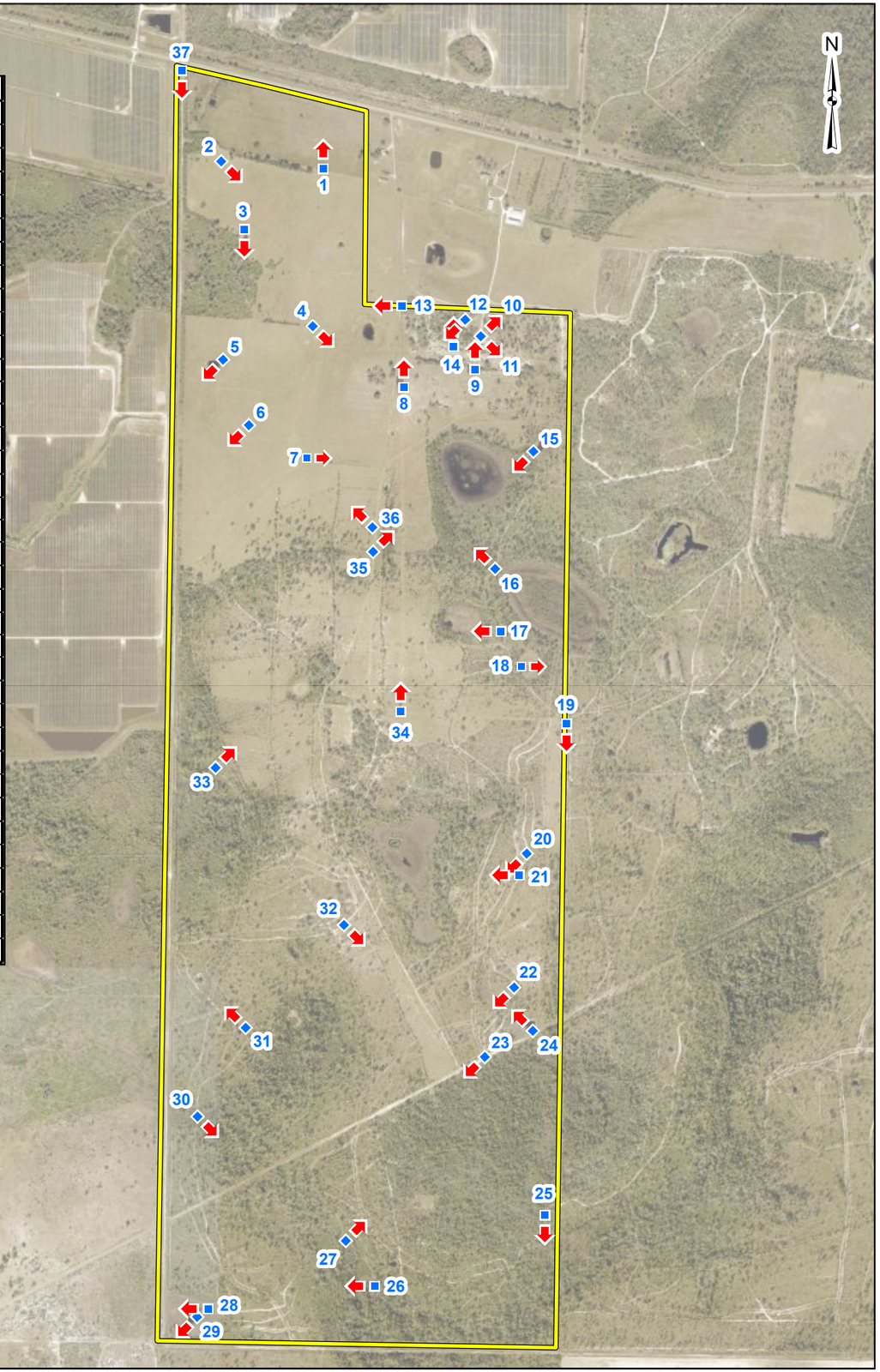
Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (2023 - USDA)	Appendix
Drawn by:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked by:	**File Name:** 26062500083			
Approved by:	**Date:** 2026-06-30			



Project Manager:	**Project No.** PO #14199 / Project	Terracon 3559 Timberlane School Rd Tallahassee, Florida 32312	AERIAL PHOTO (2025 - USDA)	Appendix
Drawn by:	**Scale:** 1" = 1600'		Thundercloud Ranch Thundercloud Ranch Parrish, Florida	C
Checked by:	**File Name:** 26062500083			
Approved by:	**Date:** 2026-06-30			

Appendix D
Photodocumentation

Photo Id	Photo Description	Latitude	Longitude	Photo Direction
1	Overview of Subject Property.	27°35'16"	-82°14'50"	Bearing: 12° N
2	Overview of Subject Property.	27°35'17"	-82°15'1"	Bearing: 134° SE
3	Typical cattle pond observed on the Subject Property, Brazilian Pepper observed.	27°35'10"	-82°14'59"	Bearing: 195° S
4	Typical access gate observed on the Subject Property.	27°35'1"	-82°14'51"	Bearing: 153° SE
5	Typical cattle pond observed on the Subject Property.	27°34'57"	-82°15'1"	Bearing: 238° SW
6	Overview of Subject Property.	27°34'51"	-82°14'58"	Bearing: 220° SW
7	Cattle run and typical fencing observed on the Subject Property.	27°34'48"	-82°14'52"	Bearing: 90° E
8	Future long range shooting deck observed on the Subject Property.	27°34'55"	-82°14'41"	Bearing: 360° N
9	Overview of access road and Subject Property.	27°34'56"	-82°14'33"	Bearing: 3° N
10	Quail pen observed on the Subject Property.	27°35'0"	-82°14'32"	Bearing: 134° SE
11	Pigeon loft observed on the Subject Property.	27°35'0"	-82°14'32"	Bearing: 51° NE
12	Dog kennels observed on the Subject Property.	27°35'1"	-82°14'34"	Bearing: 231° SW
13	Cattle pen with manual vice observed on the Subject Property.	27°35'3"	-82°14'41"	Bearing: 266° W
14	Metal debris and out-of-use 560-gallon aboveground storage tank observed on the Subject Property.	27°34'59"	-82°14'35"	Bearing: 6° N
15	Overview of Subject Property.	27°34'48"	-82°14'26"	Bearing: 246° SW
16	Typical culvert observed on the Subject Property.	27°34'37"	-82°14'31"	Bearing: 301° NW
17	Overview of Subject Property.	27°34'31"	-82°14'30"	Bearing: 256° W
18	Typical cattle pond observed on the Subject Property.	27°34'27"	-82°14'28"	Bearing: 110° E
19	Overview of access road and Subject Property.	27°34'21"	-82°14'23"	Bearing: 188° S
20	Overview of Subject Property.	27°34'8"	-82°14'27"	Bearing: 243° SW
21	Typical cattle pond observed on the Subject Property.	27°34'6"	-82°14'28"	Bearing: 263° W
22	Overview of Subject Property.	27°33'55"	-82°14'28"	Bearing: 247° SW
23	Natural gas corridor observed bisecting the Subject Property.	27°33'48"	-82°14'32"	Bearing: 243° SW
24	Typical manmade pond observed on the Subject Property.	27°33'51"	-82°14'26"	Bearing: 322° NW
25	Overview of access road and Subject Property, wildfire impact observed.	27°33'33"	-82°14'25"	Bearing: 172° S
26	Food plot observed on the Subject Property.	27°33'26"	-82°14'44"	Bearing: 268° W
27	Overview of Subject Property.	27°33'30"	-82°14'47"	Bearing: 49° NE
28	Overview of Subject Property, smut grass present.	27°33'23"	-82°15'2"	Bearing: 283° W
29	Typical cattle pond observed on the Subject Property.	27°33'23"	-82°15'4"	Bearing: 233° SW
30	Typical cattle pond observed on the Subject Property.	27°33'42"	-82°15'4"	Bearing: 120° SE
31	Overview of Subject Property.	27°33'51"	-82°14'58"	Bearing: 333° NW
32	Overview of Subject Property.	27°34'1"	-82°14'47"	Bearing: 141° SE
33	Overview of access road and Subject Property.	27°34'17"	-82°15'2"	Bearing: 50° NE
34	Long range shooting range backstop observed on the Subject Property.	27°34'23"	-82°14'41"	Bearing: 1° N
35	Former range tower observed on the Subject Property.	27°34'38"	-82°14'44"	Bearing: 53° NE
36	Overview of Subject Property.	27°34'41"	-82°14'44"	Bearing: 302° NW
37	Overview of access gate located on SR 62 and powerline easement on the Subject Property.	27°35'26"	-82°15'6"	Bearing: 180° S



Project Boundary
Photo Point
East
North
Northeast
Northwest
South
Southeast
Southwest
West

Feet
0 650 1,300 2,600

DATA SOURCES:
Terracon - Photographs (2026) ; ESRI - World Imagery Hybrid Basemap

Project No.:	1000020804
Date:	Jun 2026
Drawn By:	JMA
Reviewed By:	FP

Terracon
8001 Baymeadows Way, Ste 1 Jacksonville, FL 32256
PH. (904) 900-6494 terracon.com

Photographic Index

Florida Department of Agriculture and Consumer Services
Thundercloud Ranch
Manatee County, Florida

Exhibit

4

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Photo 1: Overview of Subject Property.

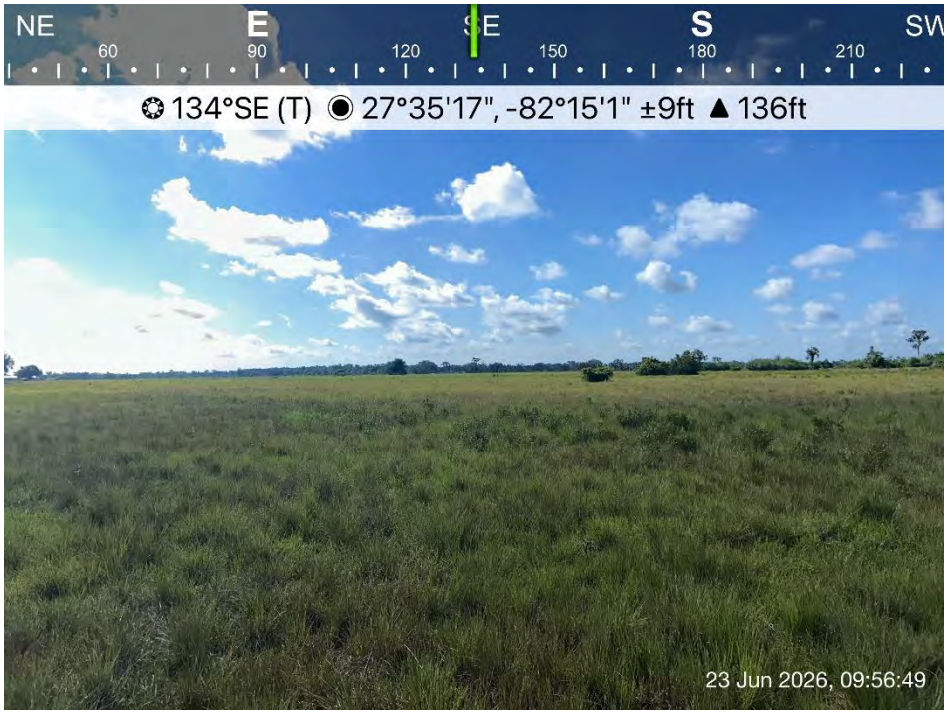


Photo 2: Overview of Subject Property.



Photo 3: Typical cattle pond observed on the Subject Property, Brazilian Pepper observed.



Photo 4: Typical access gate observed on the Subject Property.



Photo 5: Typical cattle pond observed on the Subject Property.



Photo 6: Overview of Subject Property.



Photo 7: Cattle run and typical fencing observed on the Subject Property.



Photo 8: Future long range shooting deck observed on the Subject Property.



Photo 9: Overview of access road and Subject Property.



Photo 10: Quail pen observed on the Subject Property.



Photo 11: Pigeon loft observed on the Subject Property.



Photo 12: Dog kennels observed on the Subject Property.



Photo 13: Cattle pen with manual vice observed on the Subject Property.



Photo 14: Metal debris and out-of-use 560-gallon aboveground storage tank observed on the Subject Property.



Photo 15: Overview of Subject Property.



Photo 16: Typical culvert observed on the Subject Property.



Photo 17: Overview of Subject Property.



Photo 18: Typical cattle pond observed on the Subject Property.



Photo 19: Overview of access road and Subject Property.



Photo 20: Overview of Subject Property.



Photo 21: Typical cattle pond observed on the Subject Property.



Photo 22: Overview of Subject Property.



Photo 23: Natural gas corridor observed bisecting the Subject Property.



Photo 24: Typical manmade pond observed on the Subject Property.



Photo 25: Overview of access road and Subject Property, wildfire impact observed.



Photo 26: Food plot observed on the Subject Property.



Photo 27: Overview of Subject Property.



Photo 28: Overview of Subject Property.



Photo 29: Typical cattle pond observed on the Subject Property.



Photo 30: Typical cattle pond observed on the Subject Property.



Photo 31: Overview of Subject Property.



Photo 32: Overview of Subject Property.



Photo 33: Overview of access road and Subject Property.



Photo 34: Long range shooting range backstop observed on the Subject Property.



Photo 35: Former range tower observed on the Subject Property.

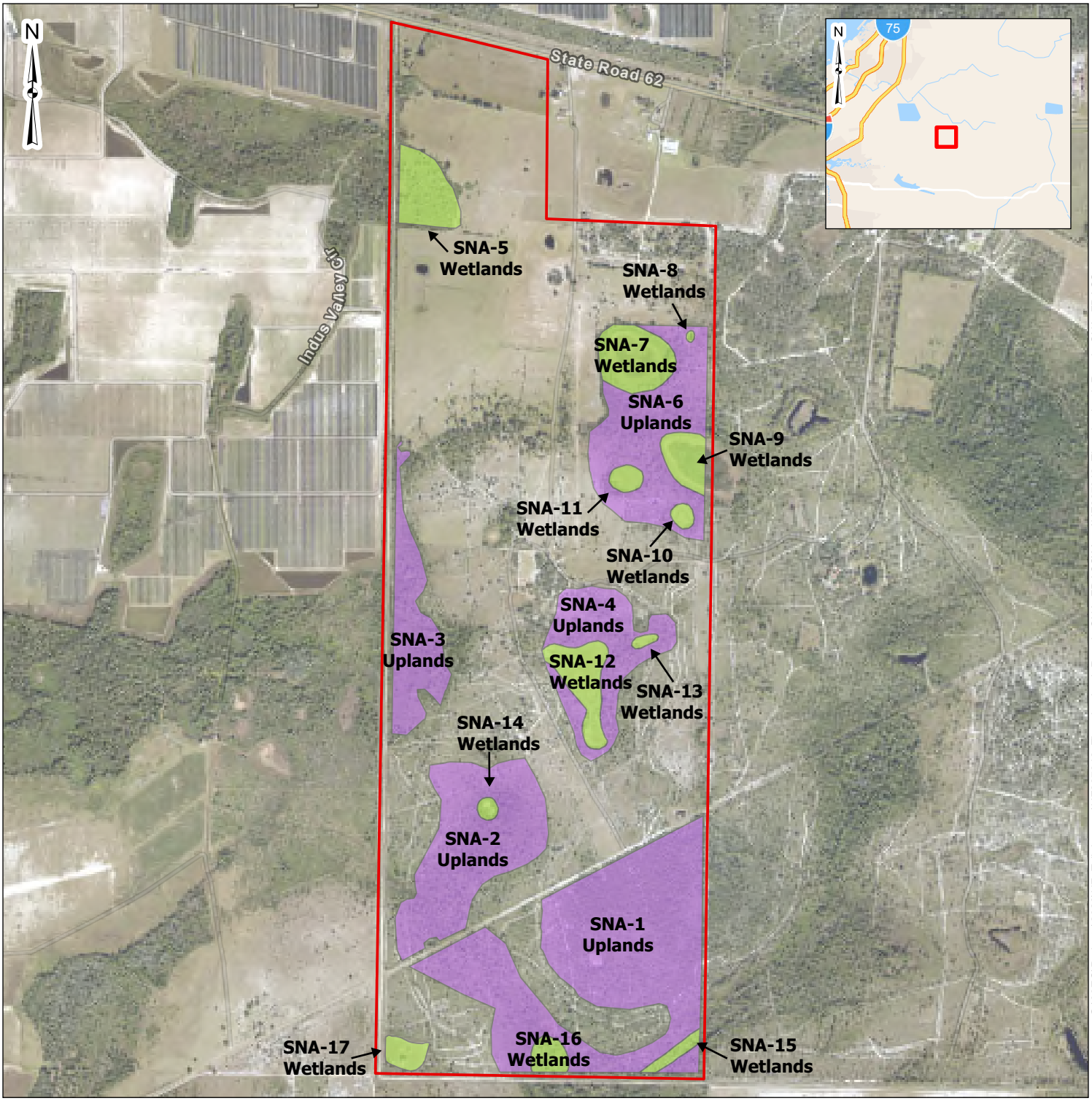


Photo 36: Overview of Subject Property.



Photo 37: Overview of access gate located on SR 62 and powerline easement on the Subject Property.

Appendix E
Significant Natural Areas (SNA) Map



Thundercloud Ranch Boundary (1042.26 ac.±)

Observed Significant Natural Areas (344.54 ac.±, 33.0% of site)

SNA Uplands (282.11 ac.±, 27.1% of site)
- SNA-1 Uplands: 120.81 ac.±, 11.7% of site
- SNA-2 Uplands: 55.78 ac.±, 5.4% of site
- SNA-3 Uplands: 27.27 ac.±, 2.6% of site
- SNA-4 Uplands: 30.71 ac.±, 2.9% of site
- SNA-6 Uplands: 47.55 ac.±, 4.5% of site

SNA Wetlands (62.43 ac.±, 5.9% of site)
- SNA-5 Wetlands: 13.06 ac.±, 1.2% of site
- SNA-7 Wetlands: 14.18 ac.±, 1.4% of site
- SNA-8 Wetlands: 0.25 ac.±, <0.1% of site
- SNA-9 Wetlands: 7.23 ac.±, 0.7% of site
- SNA-10 Wetlands: 1.51 ac.±, 0.1% of site
- SNA-11 Wetlands: 2.43 ac.±, 0.2% of site
- SNA-12 Wetlands: 11.55 ac.±, 1.1% of site
- SNA-13 Wetlands: 0.83 ac.±, 0.1% of site
- SNA-14 Wetlands: 1.25 ac.±, 0.1% of site
- SNA-15 Wetlands: 2.42 ac.±, 0.2% of site
- SNA-16 Wetlands: 3.88 ac.±, 0.4% of site
- SNA-17 Wetlands: 3.84 ac.±, 0.4% of site

Feet
0 850 1,700 3,400

DATA SOURCES:
Terracon - Significant Natural Area identification; Esri - World Imagery (04/2024) & World Navigation Map

Project No.:	HF267042
Date:	Mar 2026
Drawn By:	JMA
Reviewed By:	FP

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

Observed Significant Natural Areas

Thundercloud Ranch
Florida Department of Agriculture and Consumer Services
Manatee County, Florida

Exhibit

1

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Appendix F
Listed Species Reports & Other Wildlife Reports

Florida
Natural Areas
Inventory

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
fax 850-681-9364
www.fnai.org

June 26, 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: Thundercloud Ranch

Date Received: 06/23/2026

Location: Manatee County

Based on the information available, this site appears to be located on or very near a significant region of scrub habitat, a natural community in decline that provides important habitat for several rare species within a small area.

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.

FSU
Florida Resources
and Environmental
Analysis Center

Institute of Science
and Public Affairs

The Florida State University

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.

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 Edward W Chance Reserve managed by the Southwest Florida Water Management District.

The Managed Areas data layer shows public and privately managed conservation lands throughout the state. Federal, state, local, and privately managed conservation lands are included.

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

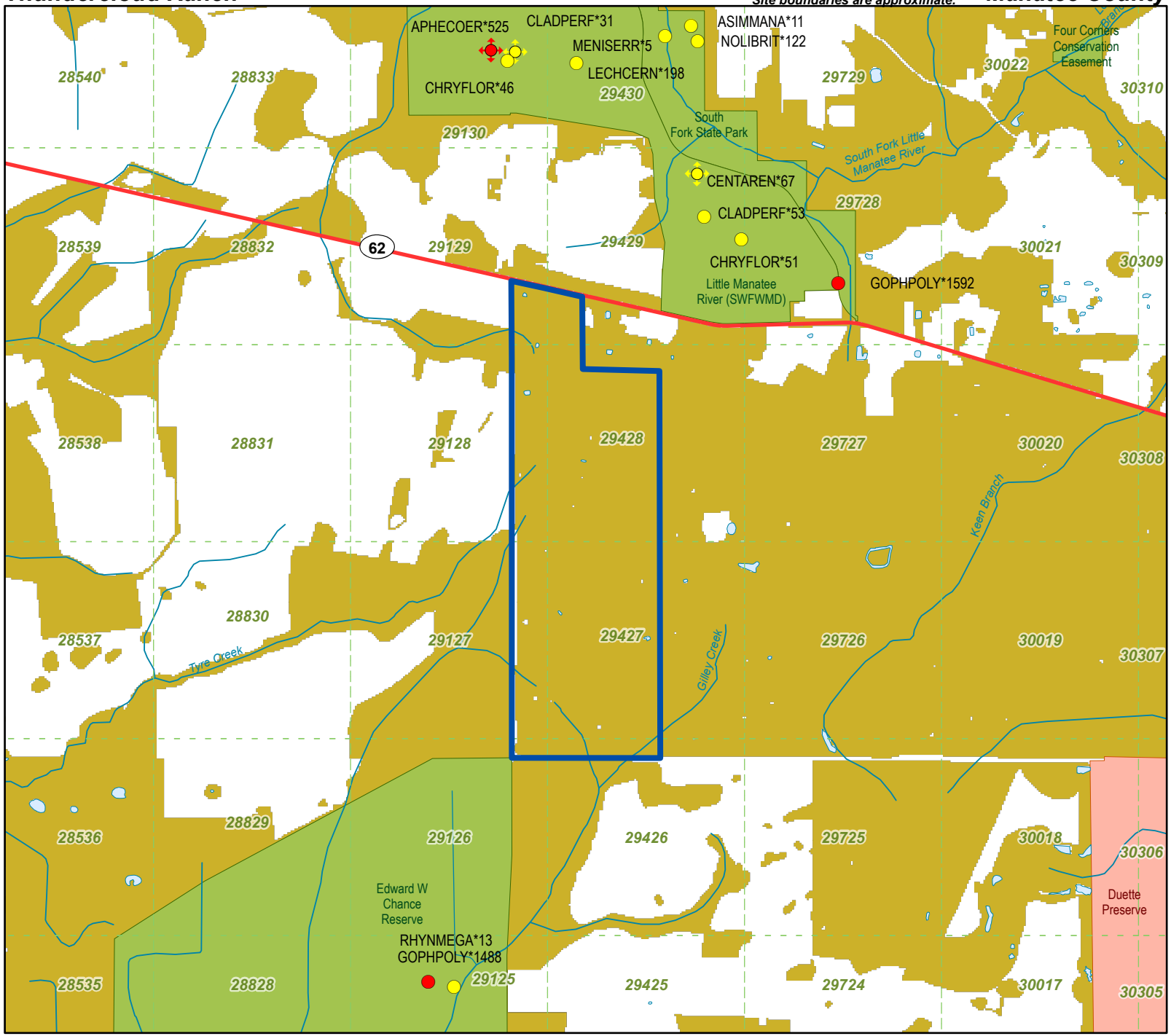
Encl

Florida Natural Areas Inventory
1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
(850) 224-8207
www.fnai.org

Thundercloud Ranch

Site boundaries are approximate.

Manatee County



Element Occurrences

- Animals
- Plants
- Communities
- Other
- Data Sensitive

Point Indicates General Vicinity of Element

Conservation Lands

- Federal
- State
- Local
- Private
- State Aquatic Preserves

N

Land Acquisition Projects

- Florida Forever Board of Trustees Projects

- FNAI Rare Species Habitat
- FNAI Biodiversity Matrix Square Mile Units

- County Boundary
- Roads
- Water

0 0.5 1 2 Miles

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.

Map produced by KAB
6/26/2026

Thundercloud Ranch

Site boundaries are approximate.

Manatee County

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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

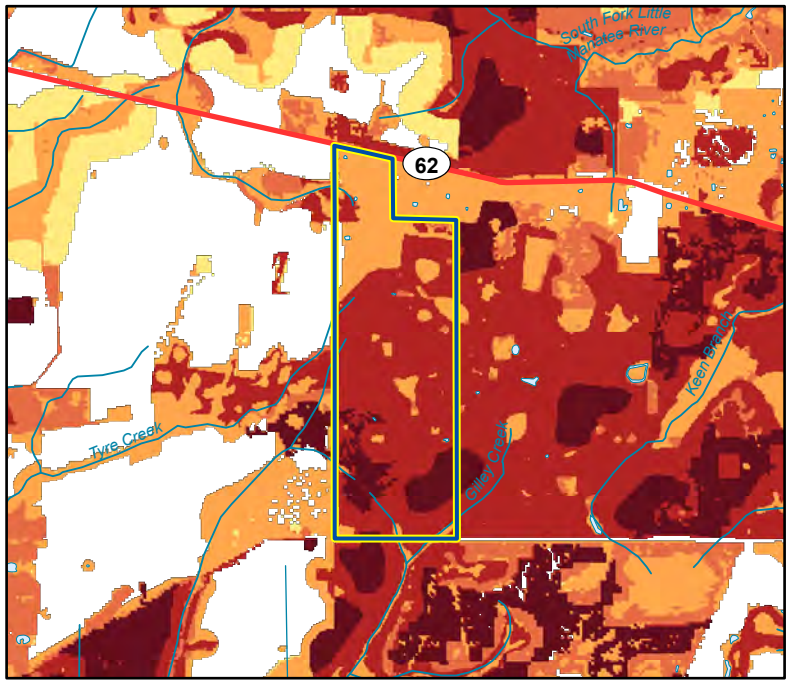
- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

Aggregated CLIP Priorities

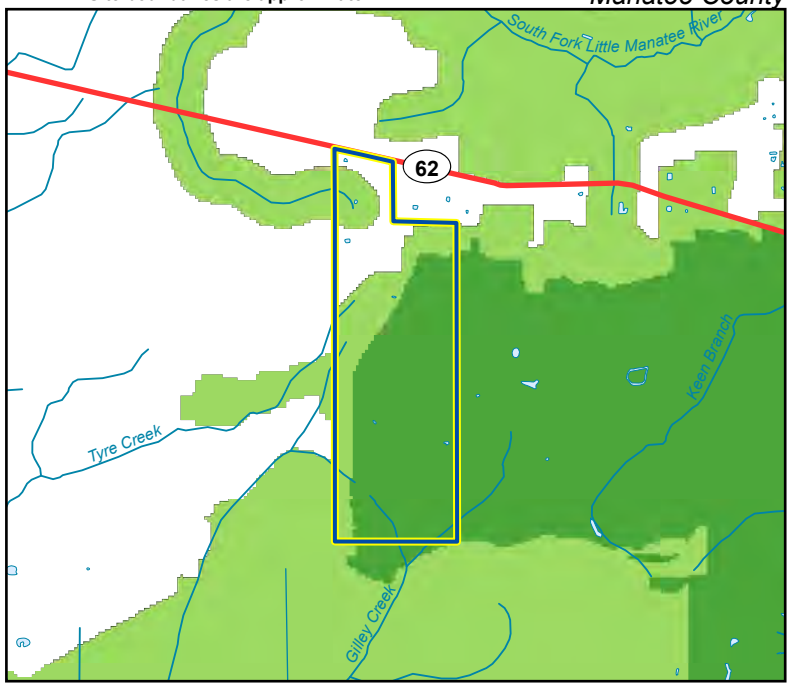
- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

Site Boundary

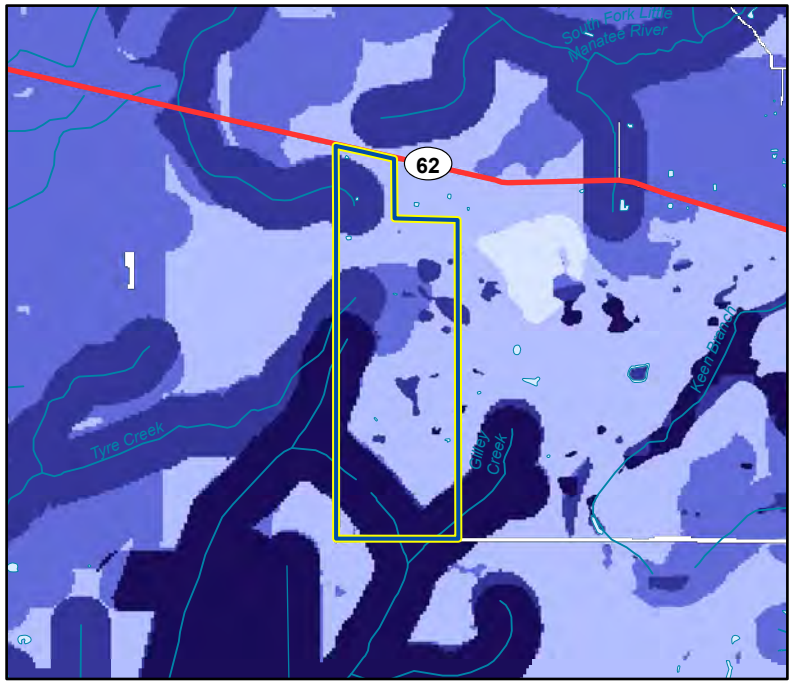
Map should not be interpreted without accompanying documents.



CLIP Biodiversity Resource Priorities



CLIP Landscape Resource Priorities



CLIP Surface Water Resource Priorities



CLIP Aggregated Resource Priorities

0 0.5 1 2 3 4 Miles

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.

Map produced by KAB
6/26/2026

1018 Thomasville Road
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Tallahassee, FL 32303
(850) 224-8207
www.fnai.org

Florida Natural Areas Inventory

FNAI ELEMENT OCCURRENCE REPORT on or near

Thundercloud Ranch

Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
APHECOER*525	*Aphelocoma coerulescens*	Florida Scrub-Jay	G2	S2	T	FT	2020 -- 2021	FNAI NCs recorded as scrub and scrubby flatwoods. Scrub contains tracked plant species including Lechea cernua and a large population of Chrysospis floridana.	In FY2021 there were 26 individuals in 5 groups (U21FWC01FLUS). 2017 to 2018: 7 to 14 individual birds incidentally observed at several locations throughout Moody Branch WEA, although a few may have been repeated sightings. 2008 to 2015: 7 birds incidentally observed at 3 nearby locations.
ASIMMANA*11	*Asimina manasota*	Manasota pawpaw	G1	S1	N	N	2014-10-21	sandhill, scrubby flatwoods and xeric hammock	10-12 plants seen at south site in July; 2 plants seen at north site in October
CENTAREN*67	*Centrosema arenicola*	sand butterfly pea	G2Q	S2	N	SE	2022-07-31	None provided	At least 1 flowering plant observed by iNaturalist user
CHRYFLOR*46	*Chrysopsis floridana*	Florida goldenaster	G3	S3	DL	SE	2015	rosemary bald surrounded by scrub	2015: 270 plants (site called "Cordell West" by Bok Tower; aka "Southfork West") (F18PET01FLUS). 2010-12-16: 577 plants counted (U18MEC01FLUS). 2009-06-18: Planted population as part of delisting project - 100-1000 plants in leaf in scrub with large patches of bare sand; population throughout sandy areas in the vicinity of the point (F09FNA05FLUS). Plants first introduced to this site in 2008 (F18PET01FLUS) [no SF].
CHRYFLOR*51	*Chrysopsis floridana*	Florida goldenaster	G3	S3	DL	SE	2023-03-18	None given.	In 2008 a total of ca 400 plants introduced at both areas and more introduced (at least at SF's70191 and 70192) in 2009. Population spread and grew steadily reaching 12,473 individuals in 2015. iNaturalist users have photographed the species from 2021-2023.
CLADPERF*31	*Cladonia perforata*	perforate reindeer lichen	G2G3	S2S3	E	FE	2020-03-26	2020-03-26: Scrub with a history of logging, clearing, and extreme fire (F20FNA08FLUS).Mixed with common reindeer lichens in large sandy patches within scrub. 2006-11-07: Associated species: Cladonia leporina, Cladina evansii, Ceratiola ericoides, Pityopsis graminifolia, Polygonella robusta, Quercus geminata, and Aristida sp. (F06COX01FLUS)	First observed in 2006 with hundreds estimated (F06COX01FLUS). In 2020, 2,160 Cladonia perforata estimated with thousands more observed in northwest portion of the site (F20FNA08FLUS), (U20WAR03FLUS).

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Florida Natural Areas Inventory

FNAI ELEMENT OCCURRENCE REPORT on or near

Thundercloud Ranch

Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
CLADPERF*53	*Cladonia perforata*	perforate reindeer lichen	G2G3	S2S3	E	FE	2021-01-22	Scrub	2021-01-22: Cladonia perforata present.
GOPHPOLY*1488	*Gopherus polyphemus*	Gopher Tortoise	G3	S3	N	ST	2006-07-21	Isolated patch of scrub surrounded by mesic flatwoods and agricultural fields.	1 active burrow documented.
GOPHPOLY*1592	*Gopherus polyphemus*	Gopher Tortoise	G3	S3	N	ST	2009-06-17	Scrubby flatwoods with dirt roads, and Semi-improved pasture with Baccharis halimifolia, Eupatorium capillifolium, Paspalum sp., Rhynchospora sp.	2 tortoises observed foraging (F13FNA03FLUS)
LECHCERN*198	*Lechea cernua*	nodding pinweed	G3	S3	N	ST	2020-03-26	Quick opportunistic survey. Plants observed along a woods road cutting through scrub. It is likely the population is substantially higher. scrub; moderate disturbance from clearing; Associated species: Quercus geminata, Quercus myrtifolia, Ximenia americana, Rhynchospora megalocarpa, Pityopsis graminifolia, Cladonia leporina	2012: Twenty-two plants in fruit counted out of an estimated population of 50 to 100 individuals. 2020: 8 plants in leaf (F20FNA08FLUS).
RHYNMEGA*13	*Rhynchospora megaplumosa*	large-plumed beaksedge	G2	S2	N	SE	2006-07-20	FNAI NC recorded as scrub.	Observed 101-1000 plants in flower/fruit growing with Aristida stricta.

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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: 29126					
Likely					
Antigone canadensis pratensis	Florida Sandhill Crane	G5T2	S2	N	ST
Aphelocoma coerulescens	Florida Scrub-Jay	G2	S2	T	FT
Caracara plancus	Crested Caracara	G5	S2	T	FT
Drymarchon couperi	Eastern Indigo Snake	G3	S2?	T	FT
Mesic flatwoods		G4	S4	N	N
Mycteria americana	Wood Stork	G4	S2	T, PDL	FT
Neogale frenata peninsulae	Florida Long-tailed Weasel	G5T3?	S3?	N	N
Rhynchospora megaplumosa	large-plumed beaksedge	G2	S2	N	E
Scrub		G2	S2	N	N
Potential					
Athene cunicularia floridana	Florida Burrowing Owl	G4T3	S3	N	ST
Bonamia grandiflora	Florida bonamia	G3	S3	T	E
Calopogon multiflorus	many-flowered grass-pink	G2G3	S2S3	N	T
Centrosema arenicola	sand butterfly pea	G2Q	S2	N	E
Chrysopsis floridana	Florida goldenaster	G3	S3	DL	E
Coleataenia abscissa	cutthroatgrass	G3	S3	N	E
Gopherus polyphemus	Gopher Tortoise	G3	S3	N	ST
Lechea cernua	nodding pinweed	G3	S3	N	T
Lithobates capito	Gopher Frog	G2G3	S3	UR	N
Nemastylis floridana	celestial lily	G3	S3	N	E
Podomys floridanus	Florida Mouse	G3	S3	N	N
Sciurus niger niger	Southeastern Fox Squirrel	G5T5	S3	N	N
Matrix Unit ID: 29127					
Likely					
Antigone canadensis pratensis	Florida Sandhill Crane	G5T2	S2	N	ST
Aphelocoma coerulescens	Florida Scrub-Jay	G2	S2	T	FT
Caracara plancus	Crested Caracara	G5	S2	T	FT
Drymarchon couperi	Eastern Indigo Snake	G3	S2?	T	FT
Mesic flatwoods		G4	S4	N	N
Mycteria americana	Wood Stork	G4	S2	T, PDL	FT
Neogale frenata peninsulae	Florida Long-tailed Weasel	G5T3?	S3?	N	N
Scrub		G2	S2	N	N
Potential					
Athene cunicularia floridana	Florida Burrowing Owl	G4T3	S3	N	ST
Bonamia grandiflora	Florida bonamia	G3	S3	T	E
Calopogon multiflorus	many-flowered grass-pink	G2G3	S2S3	N	T
Centrosema arenicola	sand butterfly pea	G2Q	S2	N	E
Chrysopsis floridana	Florida goldenaster	G3	S3	DL	E
Coleataenia abscissa	cutthroatgrass	G3	S3	N	E
Gopherus polyphemus	Gopher Tortoise	G3	S3	N	ST
Heterodon simus	Southern Hognose Snake	G2	S2S3	N	N
Lechea cernua	nodding pinweed	G3	S3	N	T
Lithobates capito	Gopher Frog	G2G3	S3	UR	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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Tallahassee, FL 32303
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www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Report

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing
Nemastylis floridana	celestial lily	G3	S3	N	E
Podomys floridanus	Florida Mouse	G3	S3	N	N
Rhynchospora megaplumosa	large-plumed beaksedge	G2	S2	N	E
Sciurus niger niger	Southeastern Fox Squirrel	G5T5	S3	N	N

Matrix Unit ID: 29128

Likely

Antigone canadensis pratensis	Florida Sandhill Crane	G5T2	S2	N	ST
Drymarchon couperi	Eastern Indigo Snake	G3	S2?	T	FT
Mesic flatwoods		G4	S4	N	N
Mycteria americana	Wood Stork	G4	S2	T, PDL	FT
Neogale frenata peninsulae	Florida Long-tailed Weasel	G5T3?	S3?	N	N

Potential

Athene cunicularia floridana	Florida Burrowing Owl	G4T3	S3	N	ST
Bonamia grandiflora	Florida bonamia	G3	S3	T	E
Calopogon multiflorus	many-flowered grass-pink	G2G3	S2S3	N	T
Centrosema arenicola	sand butterfly pea	G2Q	S2	N	E
Chrysopsis floridana	Florida goldenaster	G3	S3	DL	E
Coleataenia abscissa	cutthroatgrass	G3	S3	N	E
Gopherus polyphemus	Gopher Tortoise	G3	S3	N	ST
Heterodon simus	Southern Hognose Snake	G2	S2S3	N	N
Lechea cernua	nodding pinweed	G3	S3	N	T
Lithobates capito	Gopher Frog	G2G3	S3	UR	N
Nemastylis floridana	celestial lily	G3	S3	N	E
Podomys floridanus	Florida Mouse	G3	S3	N	N
Rhynchospora megaplumosa	large-plumed beaksedge	G2	S2	N	E
Sciurus niger niger	Southeastern Fox Squirrel	G5T5	S3	N	N

Matrix Unit ID: 29129

Likely

Antigone canadensis pratensis	Florida Sandhill Crane	G5T2	S2	N	ST
Aphelocoma coerulescens	Florida Scrub-Jay	G2	S2	T	FT
Cladonia perforata	perforate reindeer lichen	G2G3	S2S3	E	E
Drymarchon couperi	Eastern Indigo Snake	G3	S2?	T	FT
Mesic flatwoods		G4	S4	N	N
Mycteria americana	Wood Stork	G4	S2	T, PDL	FT
Neogale frenata peninsulae	Florida Long-tailed Weasel	G5T3?	S3?	N	N

Potential

Athene cunicularia floridana	Florida Burrowing Owl	G4T3	S3	N	ST
Bonamia grandiflora	Florida bonamia	G3	S3	T	E
Calopogon multiflorus	many-flowered grass-pink	G2G3	S2S3	N	T
Centrosema arenicola	sand butterfly pea	G2Q	S2	N	E
Chrysopsis floridana	Florida goldenaster	G3	S3	DL	E
Coleataenia abscissa	cutthroatgrass	G3	S3	N	E
Gopherus polyphemus	Gopher Tortoise	G3	S3	N	ST
Heterodon simus	Southern Hognose Snake	G2	S2S3	N	N

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Potential - This site lies within the known or predicted range of the species listed.

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Tallahassee, FL 32303
(850) 224-8207
www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Report

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing
Lechea cernua	nodding pinweed	G3	S3	N	T
Lithobates capito	Gopher Frog	G2G3	S3	UR	N
Lythrum flagellare	lowland loosestrife	G3	S3	N	E
Nemastylis floridana	celestial lily	G3	S3	N	E
Podomys floridanus	Florida Mouse	G3	S3	N	N
Rhynchospora megaplumosa	large-plumed beaksedge	G2	S2	N	E
Schizachyrium niveum	scrub bluestem	G1G2	S1S2	N	E
Sciurus niger niger	Southeastern Fox Squirrel	G5T5	S3	N	N

Matrix Unit ID: 29426

Likely

Antigone canadensis pratensis	Florida Sandhill Crane	G5T2	S2	N	ST
Aphelocoma coerulescens	Florida Scrub-Jay	G2	S2	T	FT
Drymarchon couperi	Eastern Indigo Snake	G3	S2?	T	FT
Mesic flatwoods		G4	S4	N	N
Mycteria americana	Wood Stork	G4	S2	T, PDL	FT
Neogale frenata peninsulae	Florida Long-tailed Weasel	G5T3?	S3?	N	N
Rhynchospora megaplumosa	large-plumed beaksedge	G2	S2	N	E
Scrub		G2	S2	N	N

Potential

Athene cunicularia floridana	Florida Burrowing Owl	G4T3	S3	N	ST
Bonamia grandiflora	Florida bonamia	G3	S3	T	E
Calopogon multiflorus	many-flowered grass-pink	G2G3	S2S3	N	T
Centrosema arenicola	sand butterfly pea	G2Q	S2	N	E
Chrysopsis floridana	Florida goldenaster	G3	S3	DL	E
Coleataenia abscissa	cutthroatgrass	G3	S3	N	E
Gopherus polyphemus	Gopher Tortoise	G3	S3	N	ST
Heterodon simus	Southern Hognose Snake	G2	S2S3	N	N
Lechea cernua	nodding pinweed	G3	S3	N	T
Lithobates capito	Gopher Frog	G2G3	S3	UR	N
Nemastylis floridana	celestial lily	G3	S3	N	E
Podomys floridanus	Florida Mouse	G3	S3	N	N
Sciurus niger niger	Southeastern Fox Squirrel	G5T5	S3	N	N

Matrix Unit ID: 29427

Likely

Antigone canadensis pratensis	Florida Sandhill Crane	G5T2	S2	N	ST
Aphelocoma coerulescens	Florida Scrub-Jay	G2	S2	T	FT
Drymarchon couperi	Eastern Indigo Snake	G3	S2?	T	FT
Mesic flatwoods		G4	S4	N	N
Mycteria americana	Wood Stork	G4	S2	T, PDL	FT
Neogale frenata peninsulae	Florida Long-tailed Weasel	G5T3?	S3?	N	N
Scrub		G2	S2	N	N

Potential

Athene cunicularia floridana	Florida Burrowing Owl	G4T3	S3	N	ST
Bonamia grandiflora	Florida bonamia	G3	S3	T	E

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Centrosema arenicola	sand butterfly pea	G2Q	S2	N	E
Chrysopsis floridana	Florida goldenaster	G3	S3	DL	E
Coleataenia abscissa	cutthroatgrass	G3	S3	N	E
Gopherus polyphemus	Gopher Tortoise	G3	S3	N	ST
Heterodon simus	Southern Hognose Snake	G2	S2S3	N	N
Lechea cernua	nodding pinweed	G3	S3	N	T
Lithobates capito	Gopher Frog	G2G3	S3	UR	N
Nemastylis floridana	celestial lily	G3	S3	N	E
Podomys floridanus	Florida Mouse	G3	S3	N	N
Rhynchospora megaplumosa	large-plumed beaksedge	G2	S2	N	E
Schizachyrium niveum	scrub bluestem	G1G2	S1S2	N	E
Sciurus niger niger	Southeastern Fox Squirrel	G5T5	S3	N	N

Matrix Unit ID: 29428

Likely

Antigone canadensis pratensis	Florida Sandhill Crane	G5T2	S2	N	ST
Aphelocoma coerulescens	Florida Scrub-Jay	G2	S2	T	FT
Drymarchon couperi	Eastern Indigo Snake	G3	S2?	T	FT
Mesic flatwoods		G4	S4	N	N
Mycteria americana	Wood Stork	G4	S2	T, PDL	FT
Neogale frenata peninsulae	Florida Long-tailed Weasel	G5T3?	S3?	N	N
Scrub		G2	S2	N	N

Potential

Athene cunicularia floridana	Florida Burrowing Owl	G4T3	S3	N	ST
Bonamia grandiflora	Florida bonamia	G3	S3	T	E
Calopogon multiflorus	many-flowered grass-pink	G2G3	S2S3	N	T
Centrosema arenicola	sand butterfly pea	G2Q	S2	N	E
Chrysopsis floridana	Florida goldenaster	G3	S3	DL	E
Coleataenia abscissa	cutthroatgrass	G3	S3	N	E
Gopherus polyphemus	Gopher Tortoise	G3	S3	N	ST
Heterodon simus	Southern Hognose Snake	G2	S2S3	N	N
Lechea cernua	nodding pinweed	G3	S3	N	T
Lithobates capito	Gopher Frog	G2G3	S3	UR	N
Nemastylis floridana	celestial lily	G3	S3	N	E
Podomys floridanus	Florida Mouse	G3	S3	N	N
Rhynchospora megaplumosa	large-plumed beaksedge	G2	S2	N	E
Schizachyrium niveum	scrub bluestem	G1G2	S1S2	N	E
Sciurus niger niger	Southeastern Fox Squirrel	G5T5	S3	N	N

Matrix Unit ID: 29429

Documented

Centrosema arenicola	sand butterfly pea	G2Q	S2	N	E
Chrysopsis floridana	Florida goldenaster	G3	S3	DL	E
Cladonia perforata	perforate reindeer lichen	G2G3	S2S3	E	E

Likely

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Biodiversity Matrix Report

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing
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Aphelocoma coerulescens	Florida Scrub-Jay	G2	S2	T	FT
Drymarchon couperi	Eastern Indigo Snake	G3	S2?	T	FT
Mesic flatwoods		G4	S4	N	N
Mycteria americana	Wood Stork	G4	S2	T, PDL	FT
Neogale frenata peninsulae	Florida Long-tailed Weasel	G5T3?	S3?	N	N
Scrub		G2	S2	N	N
Potential					
Athene cunicularia floridana	Florida Burrowing Owl	G4T3	S3	N	ST
Bonamia grandiflora	Florida bonamia	G3	S3	T	E
Calopogon multiflorus	many-flowered grass-pink	G2G3	S2S3	N	T
Coleataenia abscissa	cutthroatgrass	G3	S3	N	E
Corynorhinus rafinesquii	Rafinesque's Big-eared Bat	G3G4	S1	N	N
Gopherus polyphemus	Gopher Tortoise	G3	S3	N	ST
Heterodon simus	Southern Hognose Snake	G2	S2S3	N	N
Lechea cernua	nodding pinweed	G3	S3	N	T
Lithobates capito	Gopher Frog	G2G3	S3	UR	N
Lythrum flagellare	lowland loosestrife	G3	S3	N	E
Nemastylis floridana	celestial lily	G3	S3	N	E
Podomys floridanus	Florida Mouse	G3	S3	N	N
Rhynchospora megaplumosa	large-plumed beaksedge	G2	S2	N	E
Schizachyrium niveum	scrub bluestem	G1G2	S1S2	N	E
Sciurus niger niger	Southeastern Fox Squirrel	G5T5	S3	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.

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.

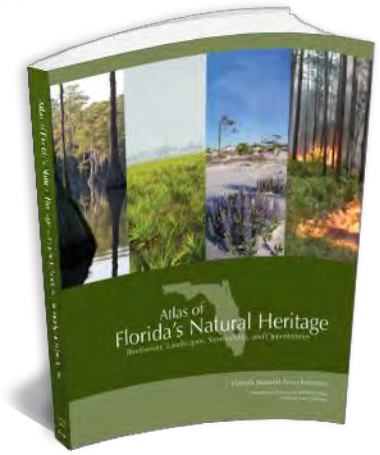
The rank of X is assigned to EOs for which there is documented destruction of habitat or environment, or persuasive evidence of eradication based on adequate survey (i.e., thorough or repeated survey efforts by one or more experienced observers at times and under conditions appropriate for the Element at that location).

ON SALE NOW

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

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United States Department of the Interior

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In Reply Refer To: 06/24/2026 16:37:45 UTC
Project Code: 2026-0107512
Project Name: Thundercloud 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: 2026-0107512
Project Name: Thundercloud Ranch
Project Type: Conservation Agreement
Project Description: BDR/ESA
Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@27.57629755,-82.2459211520889,14z



Counties: Manatee County, Florida

ENDANGERED SPECIES ACT SPECIES

There is a total of 12 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 Fisheries[1], 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 *Puma (=Felis) concolor coryi* 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/MX6WOUB56BGBBGZ2C5WVLAY5RU/documents/generated/7123.pdf	Endangered

BIRDS

NAME	STATUS
Crested caracara (Audubon's) [FL DPS] *Caracara plancus audubonii* 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 *Laterallus jamaicensis jamaicensis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10477	Threatened
Everglade snail kite *Rostrhamus sociabilis plumbeus* 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
Florida scrub-jay *Aphelocoma coerulescens* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6174	Threatened
Whooping crane *Grus americana* 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 *Drymarchon couperi* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/646	Threatened
Short-tailed snake *Stilosoma extenuatum* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9266	Proposed Threatened

FISHES

NAME	STATUS
Gulf sturgeon *Acipenser oxyrinchus (=oxyrhynchus) desotoi* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/651	Threatened

INSECTS

NAME	STATUS
Monarch butterfly *Danaus plexippus* 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 *Chionanthus pygmaeus* 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 *Cladonia perforata* 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 *Haliaeetus leucocephalus* 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.

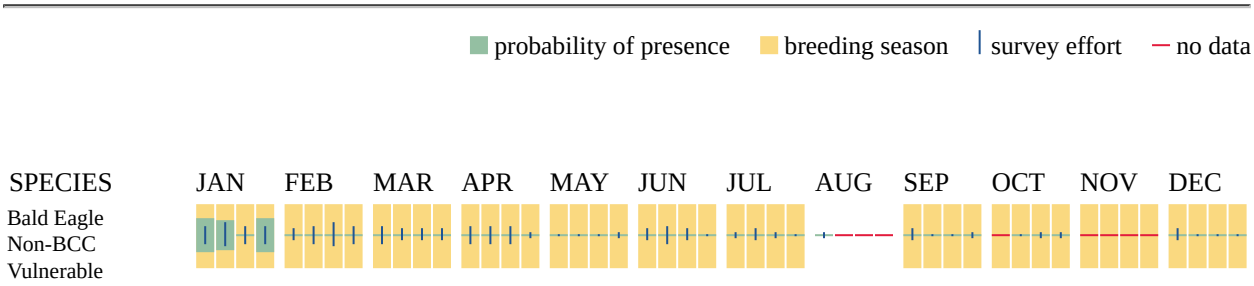
Probability of Presence (▪)

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-incidental-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).

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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 *Falco sparverius paulus* 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
Bachman's Sparrow *Peucaea aestivalis* 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 *Haliaeetus leucocephalus* 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
Chimney Swift *Chaetura pelagica* 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

NAME	BREEDING SEASON
Florida Burrowing Owl *Athene cunicularia floridana* 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 *Ardea herodias occidentalis* 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
Lesser Yellowlegs *Tringa flavipes* 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
Painted Bunting *Passerina ciris* 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
Prairie Warbler *Setophaga discolor* 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 *Melanerpes erythrocephalus* 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
Semipalmated Sandpiper *Calidris pusilla* 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
Swallow-tailed Kite *Elanoides forficatus* 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

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.

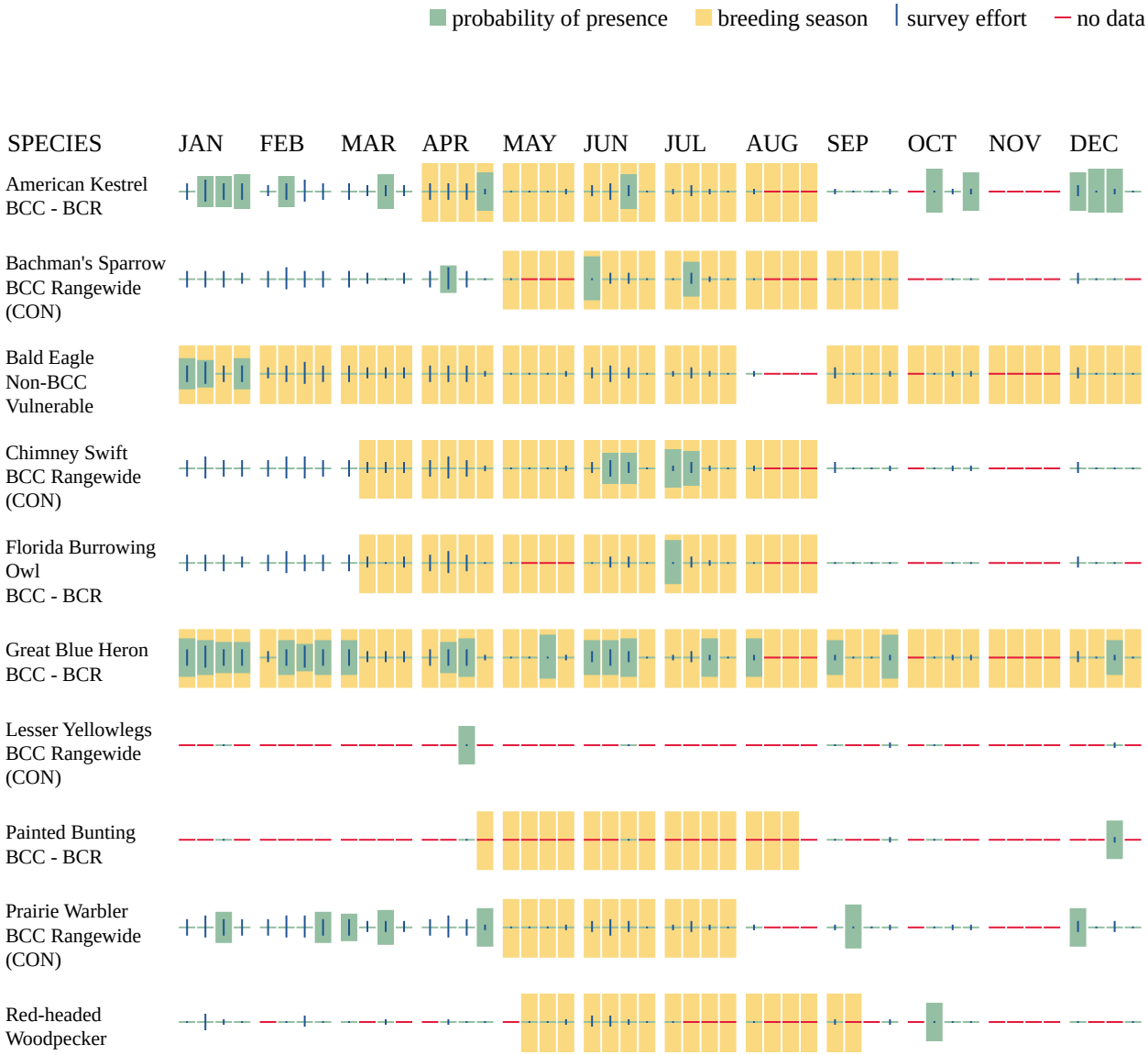
Probability of Presence (■)

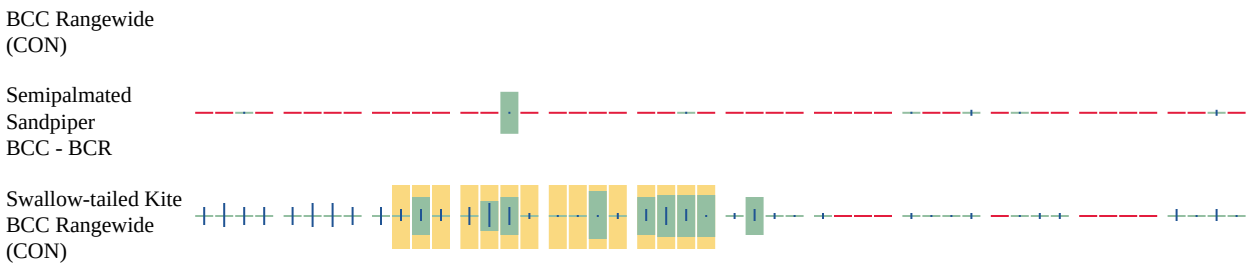
Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

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.

WETLAND INFORMATION WAS NOT AVAILABLE WHEN THIS SPECIES LIST WAS GENERATED. PLEASE VISIT HTTPS://WWW.FWS.GOV/WETLANDS/DATA/MAPPER.HTML OR CONTACT THE FIELD OFFICE FOR FURTHER INFORMATION.

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Lindsay James
Address: 3559 Timberlane School Rd
City: Tallahasssee
State: FL
Zip: 32312
Email lindsay.james@terracon.com
Phone: 8506927185

Skip navigation.
USGS Home
National Biological Information Infrastructure
BBA Explorer Home
Florida 2011-2017 HOME
FL2011 project logo.
BBA HOME
FL2011 BBA Home
Methods
Block Maps
Species Info
Results - by Species - by Block - by Region
All Species Summary

Results by Region

Draft Results for Manatee County

Select another region

All results DRAFT until final review / publication.

Result	Number
Number of blocks	77
Priority blocks	15
Num. blocks w/ sightings	70
Number of reviewed sightings	1878
Num. Obs submitting	19
Avg. sightings per block	26
Species total	124
Species PO - PR - CO	19 - 17 - 79

last updated:
Fri, Mar 29 at 12:40 AM (19497 hrs ago)

Manatee Species List

Species (sort: taxon / alpha)	Best Evidence	# of Blocks PO	PR	CO
Black-bellied Whistling-Duck	CO	7	16	7
Fulvous Whistling-Duck	PO	1	0	0
Canada Goose	CO	0	1	2
Muscovy Duck	CO	2	0	1
Wood Duck	CO	3	2	3
Mallard	PR	2	1	0
Mottled Duck	CO	10	4	1
hybrid Mallard x Black / Mexican / Mottled Duck	PR	5	1	0
Swan Goose	PO	1	0	0
Northern Bobwhite	CO	17	7	3
Wild Turkey	CO	5	0	5
Indian Peafowl	CO	1	0	1
Pied-billed Grebe	PO	1	0	0
Common Ground Dove	CO	10	17	5
Mandarin Duck	PO	1	0	0
White-winged Dove	PR	7	1	0
Mourning Dove	CO	13	25	10
Eurasian Collared-Dove	PR	14	15	0
Rock Pigeon	PR	10	1	0
Yellow-billed Cuckoo	PR	8	1	0
Common Nighthawk	CO	11	3	4
Chuck-will's-widow	PO	12	0	0
Chimney Swift	CO	10	7	1
Ruby-throated Hummingbird	CO	1	0	1
Limpkin	PO	1	0	0
Sandhill Crane	CO	4	7	16
Clapper Rail	PO	1	0	0
Common Gallinule	CO	8	3	9
American Coot	PO	1	0	0

Purple Gallinule	CO	CO	1	0	1
Black-necked Stilt	CO	CO	2	1	2
American Oystercatcher	PR	PR	1	1	0
Killdeer	CO	CO	16	3	5
Wilson's Plover	CO	CO	0	0	2
Snowy Plover	CO	CO	0	0	3
Willet	PO	PO	5	0	0
Least Tern	CO	CO	0	0	5
Royal Tern	OB	OB	0	0	0
Sandwich Tern	OB	OB	0	0	0
Black Skimmer	CO	CO	0	0	1
Laughing Gull	OB	OB	0	0	0
Helmeted Guineafowl	PR	PR	1	1	0
Wood Stork	CO	CO	0	0	1
Magnificent Frigatebird	OB	OB	0	0	0
Anhinga	CO	CO	0	1	3
Double-crested Cormorant	OB	OB	0	0	0
White Ibis	PR	PR	0	1	0
Glossy Ibis	OB	OB	0	0	0
Roseate Spoonbill	OB	OB	0	0	0
Brown Pelican	OB	OB	0	0	0
Least Bittern	PO	PO	2	0	0
Little Blue Heron	PR	PR	0	2	0
Tricolored Heron	PR	PR	0	2	0
Reddish Egret	CO	CO	0	0	2
Snowy Egret	CO	CO	0	1	1
Yellow-crowned Night Heron	CO	CO	0	0	4
Black-crowned Night Heron	CO	CO	0	1	1
Green Heron	CO	CO	8	2	4
Great Egret	PR	PR	0	2	0
Western Cattle-Egret	CO	CO	0	1	2
Great Blue Heron	CO	CO	0	1	3
(Great White Heron) Great Blue Heron	CO	CO	0	0	1
Black Vulture	PR	PR	0	3	0
Turkey Vulture	CO	CO	0	0	1
Osprey	CO	CO	14	2	5
Swallow-tailed Kite	CO	CO	16	5	1
Cooper's Hawk	CO	CO	9	1	1
Bald Eagle	CO	CO	2	0	20
Red-shouldered Hawk	CO	CO	23	6	5
Short-tailed Hawk	PO	PO	1	0	0
Red-tailed Hawk	PO	PO	10	0	0
American Barn Owl	PO	PO	1	0	0
Eastern Screech-Owl	CO	CO	2	2	1

Great Horned Owl	CO	CO	6	0	2
Burrowing Owl	PR	PR	0	1	0
Barred Owl	CO	CO	8	2	1
Belted Kingfisher	OB	OB	0	0	0
Red-headed Woodpecker	CO	CO	2	2	1
Red-bellied Woodpecker	CO	CO	28	3	13
Downy Woodpecker	CO	CO	25	5	2
(Yellow-shafted Flicker) Northern Flicker	CO	CO	8	2	1
Pileated Woodpecker	CO	CO	23	7	3
Crested Caracara	CO	CO	3	0	2
American Kestrel	CO	CO	4	0	3
Monk Parakeet	PR	PR	3	1	0
Nanday Parakeet	PR	PR	11	1	0
Great Crested Flycatcher	CO	CO	19	13	4
Gray Kingbird	CO	CO	3	0	1
White-eyed Vireo	CO	CO	17	10	4
Yellow-throated Vireo	PO	PO	2	0	0
Loggerhead Shrike	CO	CO	13	12	5
Blue Jay	CO	CO	32	9	4
Florida Scrub-Jay	CO	CO	0	0	5
American Crow	CO	CO	10	13	3
Fish Crow	CO	CO	12	4	4
Tufted Titmouse	CO	CO	24	5	7
Northern Rough-winged Swallow	CO	CO	1	0	1
Purple Martin	CO	CO	5	1	4
Barn Swallow	CO	CO	5	0	5
Blue-gray Gnatcatcher	CO	CO	14	0	5
Carolina Wren	CO	CO	25	13	4
Brown Thrasher	CO	CO	16	3	2
Bahama Mockingbird	PO	PO	1	0	0
Northern Mockingbird	CO	CO	19	14	13
European Starling	CO	CO	7	5	8
Eastern Bluebird	CO	CO	7	3	8
American Robin	PO	PO	1	0	0
House Sparrow	CO	CO	3	2	7
House Finch	CO	CO	5	2	1
Bachman's Sparrow	CO	CO	5	4	3
Eastern Towhee	CO	CO	14	10	3
Eastern Meadowlark	CO	CO	13	7	9
Red-winged Blackbird	CO	CO	27	8	6
Brown-headed Cowbird	PO	PO	14	0	0
Common Grackle	CO	CO	16	10	8
Boat-tailed Grackle	CO	CO	13	7	9
Common Yellowthroat	CO	CO	16	7	1
Northern Parula	CO	CO	17	0	10
Pine Warbler	PR	PR	7	1	0

Summer Tanager	PO	PO	2	0	0
Northern Cardinal	CO	CO	22	14	13
Blue Grosbeak	CO	CO	1	0	1
Blue-crowned Parakeet	CO	CO	0	0	1
Red-masked Parakeet	PO	PO	1	0	0

Select County
Manatee Go

Back to Florida 2011-2017 | Results Menu
Related topics: Results by block | Results by species | Species Info

Help & Hints *for atlases in progress*

• Only *reviewed* data are shown in public results.

Patuxent Wildlife Research Center, part of the U.S. Geological Survey (USGS), provides the BBA (Breeding Bird Atlas) Explorer in cooperation with the atlas project sponsors.

U.S. Department of the Interior || *U.S. Geological Survey* || *Patuxent Wildlife Research Center* *Laurel, MD, USA 20708-4038*
This site is: http://www.pwrc.usgs.gov/bba
Information contained in this application does not necessarily have the endorsement of USGS.
Contact: mwimer@usgs.gov

Last updated: Site - May 2014; Content - various, depending on atlas.
Page generated on: 19-Jun-2026

Eagle Watch Public View Nest Location Map v2

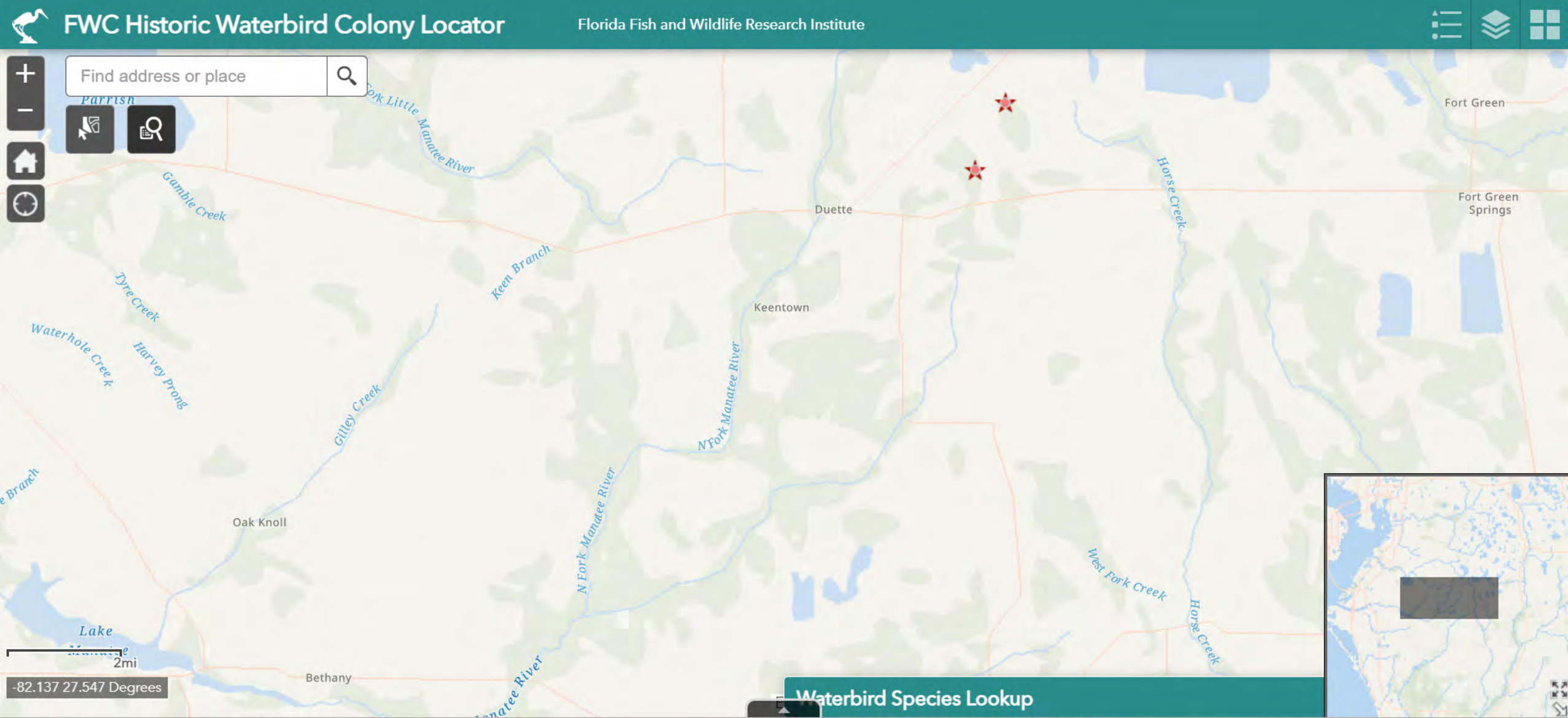
Sign In

Legend

Bald Eagle Nest Locations

- unmonitored
- Audubon




FWC Historic Waterbird Colony Locator
Florida Fish and Wildlife Research Institute
Find address or place
Parrish
Fork Little Manatee River
Gamble Creek
Duette
Fort Green
Horse Creek
Fort Green Springs
Keen Branch
Tyre Creek
Waterhole Creek
Harvey Prong
Keentown
N Fork Manatee River
Gilley Creek
Oak Knoll
N Fork Manatee River
West Fork Creek
Horse Creek
Lake
2mi
Bethany
-82.137 27.547 Degrees
Waterbird Species Lookup

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	*Polyborus plancus audubonii*	Threatened	Threatened	X*	X	X	
	Bachman's Sparrow	*Peucaea aestivalis*	-	-				X
	Eastern Black Rail	*Laterallus jamaicensis ssp. jamaicensis*	Threatened	-				X
	Everglade Snail Kite	*Rostrhamus sociabilis plumbeus*	Endangered	-				X
	Florida Burrowing Owl	*Athene cunicularia floridana*	-	Threatened				X
	Florida Sandhill Crane	*Antigone canadensis pratensis*	-	Threatened	X*		X	
	Florida-scrub Jay	*Aphelocoma coerulescens*	Threatened	Threatened		X	X	
	Little Blue Heron	*Egretta caerulea*	-	Threatened	X			
	Roseate Spoonbill	*Platalea ajaja*	-	Threatened				
	Tricolored Heron	*Egretta tricolor*	-	Threatened	X*			
	White Ibis	*Eudocimus albus*	-	Threatened	X*			
	Whooping Crane	*Grus americana*	-	Endangered				X
	Wood Stork	*Mycteria americana*	Threatened	Threatened	X		X	
Mammals	Florida Black Bear	*Ursus americanus floridanus*	-	-	X*			X
	Florida Long-tailed Weasel	*Mustela frenata peninsulae*	-	-			X	
	Florida Mouse	*Podomys floridanus*	-	-				X
	Florida Panther	Puma concolor coryi	Endangered	Endangered	X*		X	
	Rafinesque's Big-eared Bat	*Corynorhinus rafinesquii*	-	-				X
	Southeastern Fox Squirrel	*Sciurus niger niger*	-	-				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	*Alligator mississippiensis*	Similarity of Appearance	-	X*			
	Eastern Indigo Snake	*Drymarchon couperi*	Threatened	Threatened	X*		X	
	Florida Scrub Lizard	*Sceloporus woodi*	Under Review	-				X
	Gopher Tortoise	*Gopherus polyphemus*	-	Threatened	X*	X		
	Short-tailed Snake	*Lampropeltis extenuata*	Threatened	Proposed Threatened				X
	Southern Hognose Snake	*Heterodon simus*	-	-				X
Amphibians	Gopher Frog	*Lithobates capito*	Under Review	-				X
Insects	Monarch Butterfly	*Danaus plexippus*	Candidate	-				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	Celestial Lily	*Nemastylis floridana*	-	Endangered				X
	Cutthroatgrass	*Coleataenia abscissa*	-	Endangered				X
	Florida Bonamia	*Bonamia grandiflora*	Threatened	Endangered				X
	Florida Goldenaster	*Chrysopsis floridana*	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	*Rhynchospora megaplumosa*	-	-		X	X	
	Lowland Loosestrife	*Lythrum flagellare*	-	Endangered				X
	Manasota Pawpaw	*Asimina manasota*						
	Many-flowered Grass-Pink	*Calopogon multiflorus*	-	Threatened				X
	Nodding Pinweed	*Lechea cernua*	-	Threatened		X		X
	Perforate Reindeer Lichen	*Cladonia perforata*	Endangered	Endangered		X		
	Pygmy Fringe-tree	*Chionanthus pygmaeus*	Endangered	Endangered				X

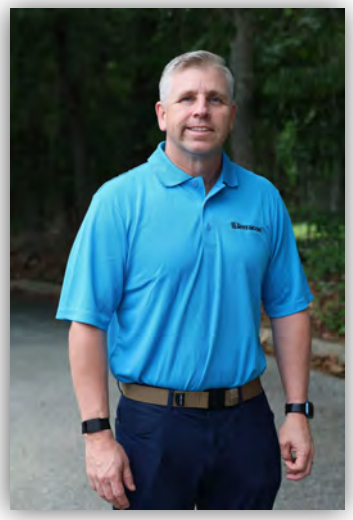
	Common Name	Scientific Name	Federal Status (USFWS)	State Status (FWC)	Observed on Subject Property	FNAI Report		
						Documented on/near Subject Property	Likely on Subject Property	Potentially on Subject Property
Plants	Sand Butterfly Pea	*Centrosema arenicola*	-	Endangered		X		X
	Scrub Bluestem	*Schizachyrium niveum*	-	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 roughout 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, Floria 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 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 conducting 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



EDUCATION

Bachelor of Science,
Environmental Science and Policy,
Florida State University,
Tallahassee, FL, 2025

PROFESSIONAL TRAINING

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

collected, when flowing and feasible, at nine designated sampling locations throughout the Lake Lafayette, Lake Munson, and Lake Jackson drainage basins.

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.

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 Thundercloud 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 $1,500,000 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 $1,500,000 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:_____
Joey Hicks, Director
Division of Administration

Date: 2·6·26

ATTEST:

COUNTY:
BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

MANATEE COUNTY FLORIDA

By: _____
Chairperson

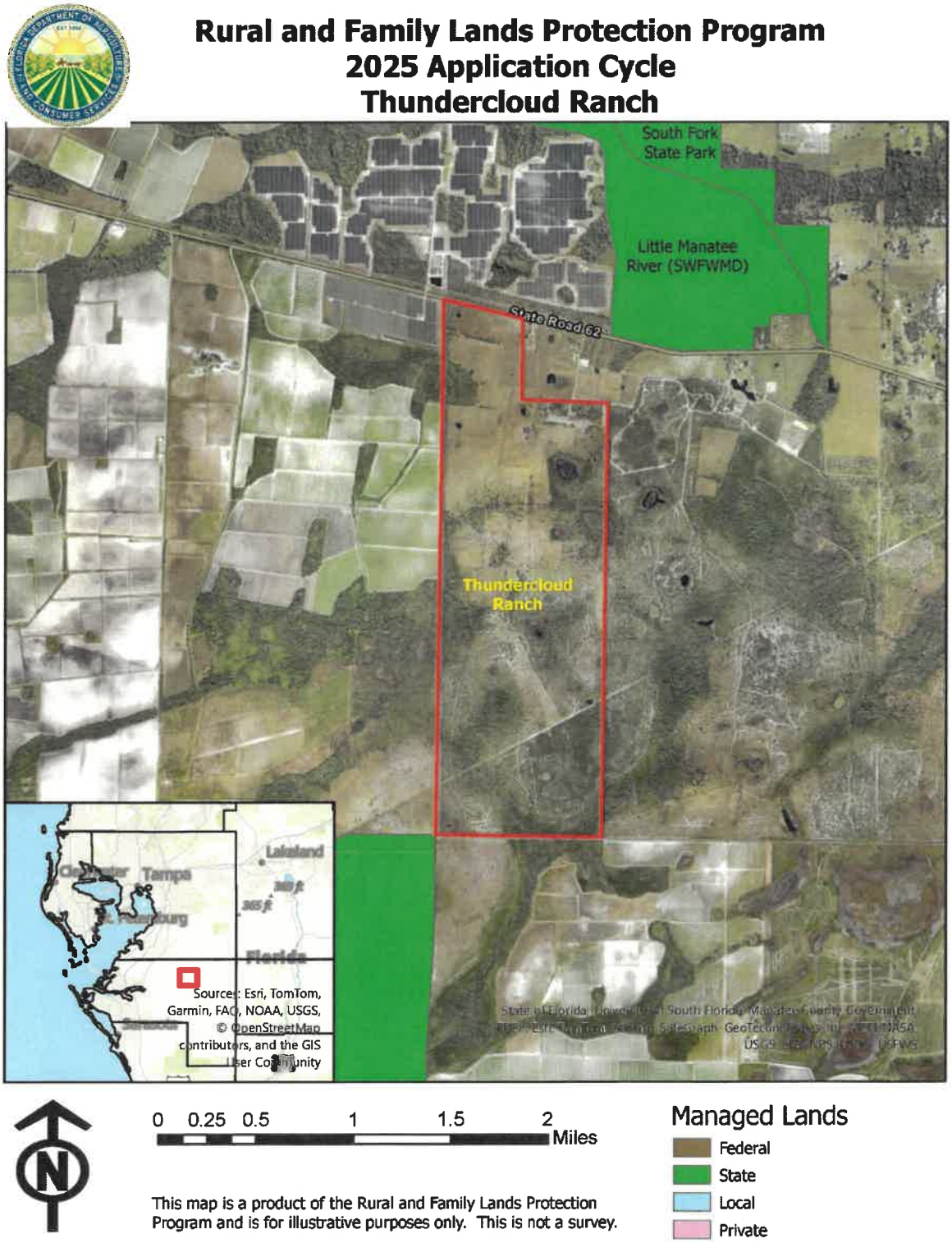
Date: 1/27/26

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT A

PROPOSED PROJECT BOUNDARY MAP



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
Whittni 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

EXHIBIT B

LEGAL DESCRIPTION AND PARCEL ID(s)

PARCEL # -130900059

BEG AT SW COR OF SEC 31, TWN 33S, RNG 21E; TH RUN N 00 DEG 55 MIN 55 SEC E, ALG W LN OF SD SEC 31, A DIST OF 5351.22 FT; TH RUN N 00 DEG 55 MIN 55 SEC E, ALG W LN OF SEC 30, TWNS 33, RNG 21E, A DIST OF 5351.22 FT; TH RUN N 00 DEG 32 MIN 55 SEC E, ALG W LN OF SEC 19, TWN 33S, RNG 21E, A DIST OF 2055.97 FT TO SLY MAINTAINED R/W LN OF STATE RD 62; TH SELY ALG SD SLY MAINTAINED R/W LN, THE FOLLOWING FOUR (4) COURSES; 1) TH S 76 DEG 55 MIN 22 SEC E, A DIST OF 899.85 FT; 2) TH S 76 DEG 13 MIN 40 SEC E, A DIST OF 1272.42 FT; 3) TH S 76 DEG 13 MIN 34 SEC E, A DIST OF 1307.81 FT; 4) TH S 76 DEG 05 MIN 59 SEC E, A DIST OF 594.98 FT TO END OF SD MAINTAINED R/W LN; TH S 00 DEG 48 MIN 11 SEC W, A DIST OF 11866.26 FT; TH N 89 DEG 00 MIN 30 SEC W, ALG S LN OF AFOREMENTIONED SEC 31, A DIST OF 3987.81 FT TO POB. LYING AND BEING IN SEC 19,30 AND 31, TWN 33S, RNG 21E. CONTAINING 1123.89 AC PI#1309.0005/9

OFFICE OF THE COUNTY ATTORNEY

COUNTY ATTORNEY
Pamela J. D'Agostino

DEPUTY COUNTY ATTORNEY
Christopher M. De Carlo

CHIEF ASSISTANT COUNTY ATTORNEY
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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
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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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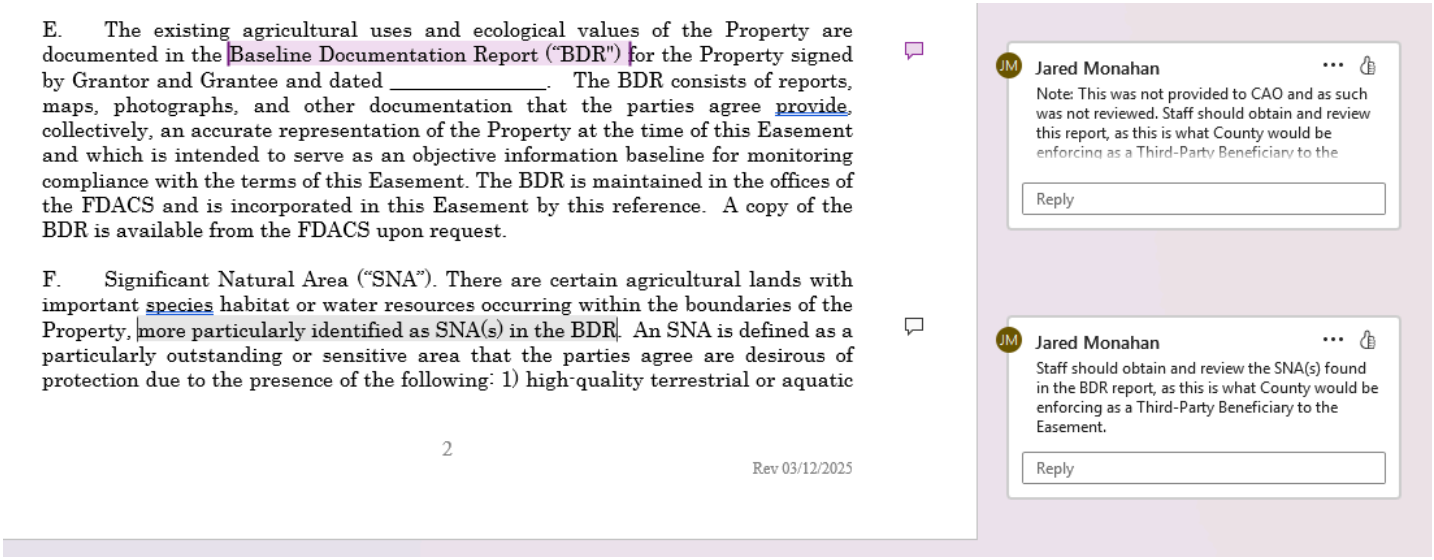
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From: Kara Koenig <kara.koenig@mymanatee.org>
Sent: Thursday, June 18, 2026 1:26 PM
To: Jared Monahan <jared.monahan@mymanatee.org>
Cc: Kendall Carson <kendall.carson@mymanatee.org>
Subject: SEEKING FOLLOW-UP CLARIFICATION TIED TO EASEMENT EXHIBITS: 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.



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
mymanatee.org

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RESOLUTION B-26-113
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 $1,500,000 from reserves in the Environmental Lands - Go Bonds Capital Project fund for the Thundercloud 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: MC081826B Reference: BU26000614

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 Colonneso
Clerk of Circuit Court

By:_____
Deputy Clerk

APPROVED
By Claudia Campos at 1:16 pm, Sep 13, 2026

REVIEWED
By Candice Cruz at 3:39 pm, Aug 31, 2026