

ADMINISTRATIVE ACTION
TYPE 2 CATEGORICAL EXCLUSION

Florida Department of Transportation

SR 60 FROM PRAIRIE LAKE ROAD TO FLORIDA'S TURNPIKE

District: FDOT District 5

County: Osceola County

ETDM Number: 14563

Financial Management Number: 452574-1-22-01

Federal-Aid Project Number: N/A

Project Manager: Maria Serrano-Acosta

The Environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the Florida Department of Transportation (FDOT) pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022, and executed by the Federal Highway Administration and FDOT.

This action has been determined to be a Categorical Exclusion, which meets the definition contained in 23 CFR 771.115(b), and based on past experience with similar actions and supported by this analysis, does not involve significant environmental impacts.

Signature below constitutes Location and Design Concept Acceptance:

Interim Director Office of Environmental Management
Florida Department of Transportation

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This document was prepared in accordance with the FDOT PD&E Manual.

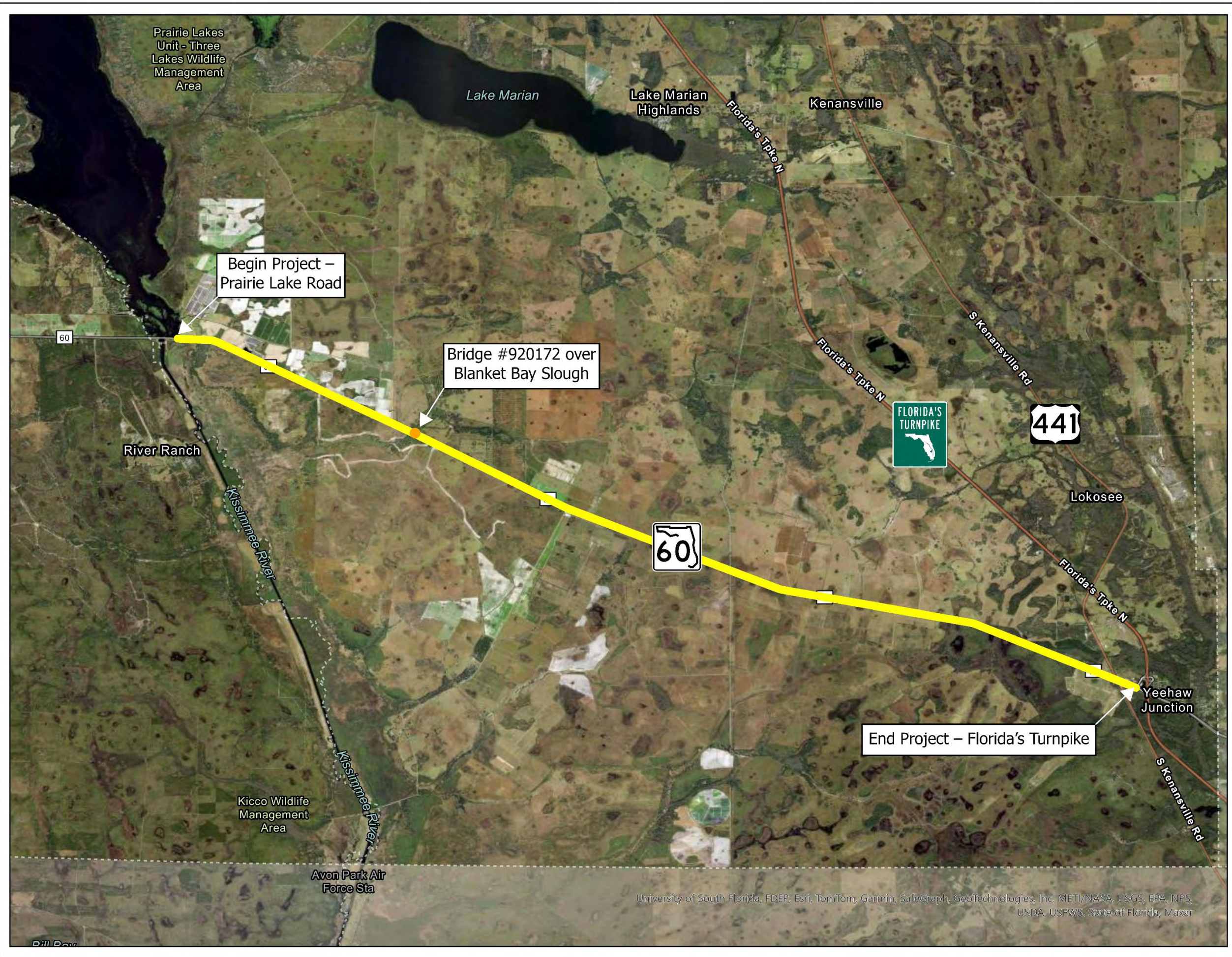
This project has been developed without regard to race, color or national origin, age, sex, religion, disability or family status (Title VI of the Civil Rights Act of 1964, as amended).

On 10/01/2024 the State of Florida determined that this project is consistent with the Florida Coastal Zone Management Program.

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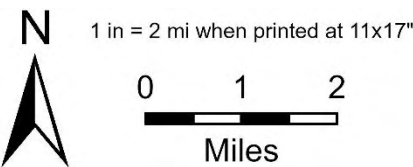


SR 60 from Prairie Lake Road to Florida's Turnpike

FM No. 452574-1-22-01
Osceola County, Florida

Figure 1-1
Project Location

Data Source: N/A
Spatial Reference: WGS 1984
Date: 7/7/2025



1. Project Information

1.1 Project Description

The Florida Department of Transportation (FDOT) is conducting a Project Development and Environment (PD&E) Study to evaluate improvements to S.R. 60 in Osceola County, Florida. The project is within the jurisdiction of the MetroPlan Orlando Transportation Planning Organization (TPO). The improvements evaluated by this PD&E Study include widening the existing roadway from two to four lanes from Prairie Lake Road to Florida's Turnpike, approximately 20 miles in length.

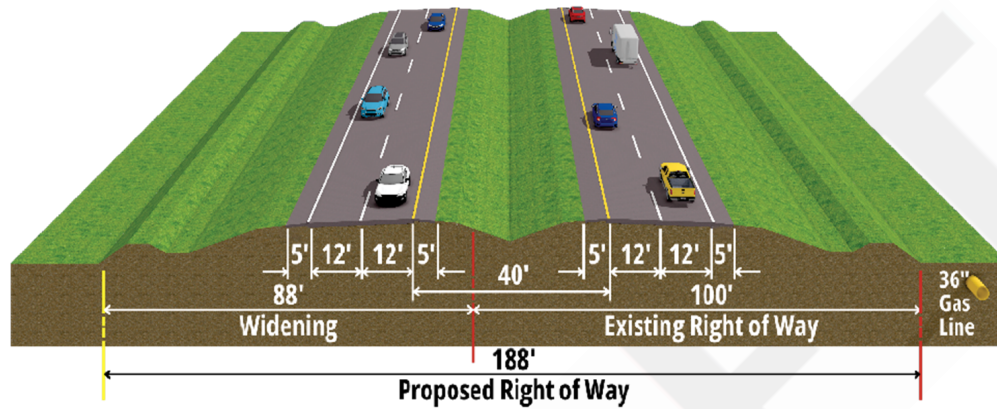
S.R. 60 begins in Clearwater Beach on the west coast of Florida and continues east to the east coast of Florida where it terminates in Vero Beach (approximately 160 miles in length). Much of this roadway is a divided four-lane highway except for a 27-mile (+/-) section beginning at County Road (C.R.) 630E in Polk County and ending at Florida's Turnpike in Osceola County. A PD&E Study was completed in 2019 for S.R. 60 from C.R. 630E to east of the Kissimmee River bridge (approximately 7 miles) and included transitions which ended just west of Prairie Lake Road in Osceola County. Within the study limits, S.R. 60 is a two-lane undivided rural principal arterial other with paved shoulders and roadside ditches that runs in an east and west direction with a posted speed of 60 miles per hour (mph) to just west of U.S. 441/ S.R. 15 (Kennansville Road) where the speed transitions to 45 mph. No transit facilities or dedicated bicycle and pedestrian facilities are currently provided. The existing right of way (ROW) is generally 100 feet in width. Alternatives under consideration include widening the existing 2-lane rural roadway to a 4-lane rural roadway with paved shoulders and roadside ditches. There is one existing bridge (Bridge No. 920172) over Blanket Bay Slough within the study limits.

S.R. 60 is part of the Florida Strategic Intermodal System (SIS) and is designated by MetroPlan Orlando as a Regional Freight Mobility Corridor. S.R. 60 is also designated by the Florida Division of Emergency Management (FDEM) as an evacuation route. A Project Location Map is attached.

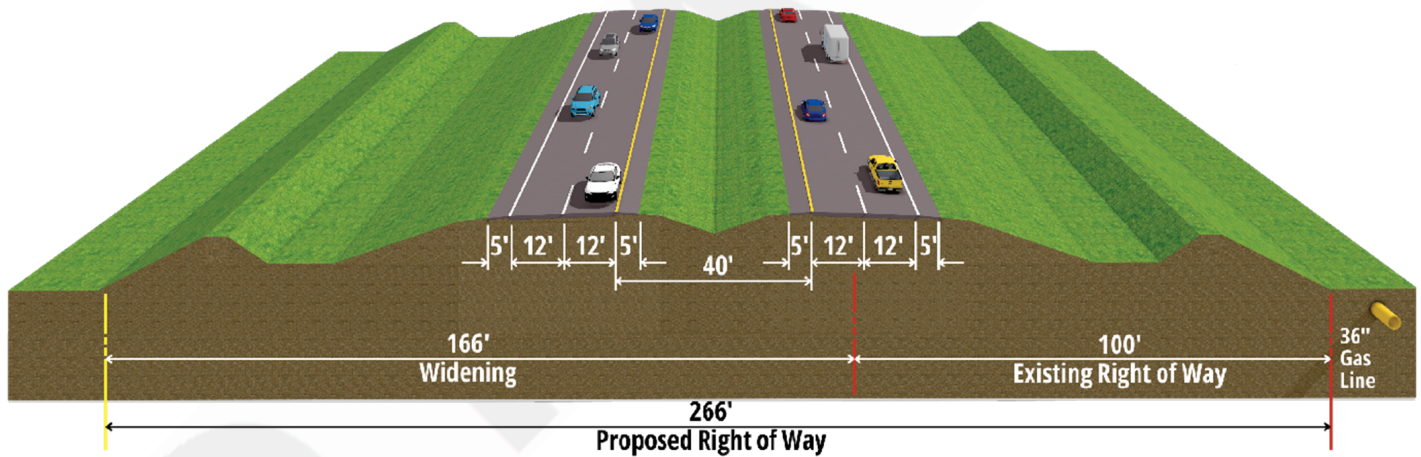
From Prairie Lakes Road to US 441 (Segment 1), the Preferred Alternative consists of widening S.R. 60 from the existing two-lane rural roadway with paved shoulders and roadside ditches to a four-lane rural roadway with paved shoulders, a grassed median, and roadside ditches. The Preferred Alternative typical section for Segment 1 includes two 12-foot-wide travel lanes in each direction, 12-foot wide (five-foot paved) outside shoulders, a 40-foot depressed grassed median, and open ditches for stormwater treatment and conveyance as shown in **Figure 1-1** through **Figure 1-3**. Additional ROW to the north will be required to widen S.R. 60.

From Kennansville Road to Florida's Turnpike (Segment 2), the Preferred Alternative consists of widening S.R. 60 from the existing two-lane rural roadway with two-way center turn lane, paved shoulders, and roadside ditches to a four-lane urban roadway with bicycle lanes, sidewalks, and closed drainage conveyance. The typical section for Segment 2 includes two 12-foot-wide lanes in each direction, 7-foot bike lanes with curb and gutter, a 22-foot grassed median, and a 220-foot-wide raised grassed median as shown in **Figure 1-4**.

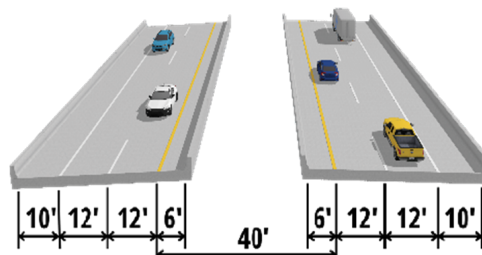
**Figure 1-1: S.R. 60 PREFERRED TYPICAL SECTION 1
(WEST OF PRAIRIE LAKE ROAD TO EAST OF PRAIRIE LAKE ROAD)**



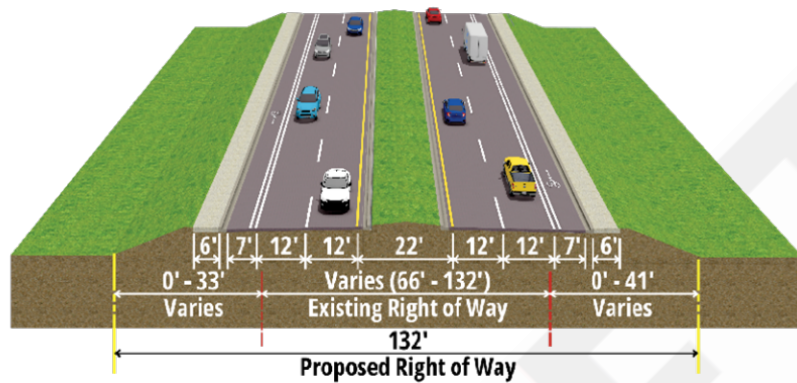
**Figure 1-2: S.R. 60 PREFERRED TYPICAL SECTION 2
(EAST OF PRAIRIE LAKE ROAD TO WEST OF KENANSVILLE ROAD)**



**Figure 1-3: S.R. 60 PREFERRED TYPICAL SECTION 3
(BLANKET BAY SLOUGH BRIDGES)**



**Figure 1-4: S.R. 60 PREFERRED TYPICAL SECTION 4
(WEST OF KENANSVILLE ROAD TO FLORIDA'S TURNPIKE)**



The concept plans for the Preferred Alternative are located in the project file.

1.2 Purpose and Need

The purpose of this project is to provide additional roadway capacity and safety improvements from Prairie Lake Road to Florida's Turnpike. The primary needs for this project are to meet existing and future capacity/travel demand and improve safety. Additional details regarding these primary needs are discussed in the following sections.

Capacity/Transportation Demand

The existing year (2025) Annual Average Daily Traffic (AADT) volumes for the S.R. 60 study corridor range between 10,000 vehicles per day (vpd) and 14,000 vpd. The roadway currently operates at Level of Service (LOS) B. Based on the approved Osceola County Comprehensive Plan's future land-uses, the design year (2050) AADT volumes for the study corridor are projected to range between 24,000 vpd and 29,500 vpd (Table 1-1). Based on the future growth in travel demand, the existing two-lane undivided roadway is projected to operate at LOS F in the design year. The minimum acceptable LOS for S.R. 60 as a SIS facility is LOC C.

Table 1: EXISTING AND FORECAST TRAFFIC VOLUMES

Roadway/Segment	Existing Year (2025) AADT / LOS	Design Year (2050) No-Build AADT / LOS
From Prairie Lake Road to Kenansville Road	10,000 - 10,500 / LOS B	24,000 - 24,500/ LOS F
From Kenansville Road to Turnpike Ramps	13,500 - 14, 000/ LOS B	29,000 - 29,500/ LOS F

Safety

Based on a review of crash data for the five year period of 2020 to 2024 there were a total of 334 crashes within the project limits. Of the 334 crashes, 158 occurred within the area of influence of three intersections (S.R. 60 at Peavine Road, S.R. 60 at Kenansville Road, and S.R. 60 at Turnpike Ramps). There were nine fatalities, 123 injury crashes, and the remaining 202 resulting in property damage only. Seven of the nine fatal crashes were the result of head-on collisions. Safety analysis indicates that slow moving truck traffic (approximately 30 percent of the daily traffic is trucks) is likely contributing to unsafe passing maneuvers within the project limits.

Existing curve features were compiled from available project plans and FDOT Straight Line Diagram (SLD) information. Upon reviewing the existing S.R. 60 horizontal alignment, two of the six curves (MP 12.932 and MP 16.623) meet the minimum 400-foot curve length requirement but are less than desirable for a 65 mph design speed with existing horizontal curve lengths.

Project Status

S.R. 60 is located within the jurisdiction of MetroPlan Orlando, the Metropolitan Planning Organization (MPO) covering Orange, Osceola and Seminole Counties. Funding for the PD&E Study is currently included in the Florida Department of Transportation (FDOT) 2025-2030 Work Program (Work Program) in Fiscal Year (FY) 2029. Amendments to the FDOT Work Program to PD&E funding into FY 2025 are ongoing. Amendments to revise the Cost Feasible Plan of the 2045 Metropolitan Transportation Plan/Long Range Transportation Plan (MTP/LRTP) and the 2025-2029 MetroPlan Orlando Transportation Improvement Program (TIP) are ongoing. A State Transportation Improvement Program (STIP) amendment will follow the inclusion of the project in the MTP/LRTP and TIP. There is currently no funding for the ROW or construction phases.

1.3 Planning Consistency

Currently Adopted LRTP-CFP	COMMENTS			
No	Funding opportunities for the future design, right of way, and construction phases is currently being identified and will be incorporated in the MetroPlan Orlando Cost Feasible Plan, Transportation Improvement Program (TIP) and the State Transportation Improvement Program (STIP).			
	Currently Approved	\$	FY	COMMENTS
PE (Final Design)				
TIP				
STIP				
R/W				
TIP				
STIP				
Construction				
TIP				
STIP				

2. Environmental Analysis Summary

Issues/Resources	Significant Impacts?*			
	Yes	No	Enhance	NoInv
3. Social and Economic				
1. Social	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Economic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Land Use Changes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Mobility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Aesthetic Effects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Relocation Potential	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Farmland Resources	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cultural Resources				
1. Section 106 of the National Historic Preservation Act	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Section 4(f) of the USDOT Act of 1966, as amended	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Section 6(f) of the Land and Water Conservation Fund	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Recreational Areas and Protected Lands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Natural Resources				
1. Protected Species and Habitat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Wetlands and Other Surface Waters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Essential Fish Habitat (EFH)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Floodplains	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Sole Source Aquifer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Water Resources	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Aquatic Preserves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Outstanding Florida Waters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Wild and Scenic Rivers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Coastal Barrier Resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Physical Resources				
1. Highway Traffic Noise	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Contamination	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Utilities and Railroads	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

USCG Permit

- ☒ A USCG Permit IS NOT required.
☐ A USCG Permit IS required.

* **Impact Determination:** Yes = Significant; No = No Significant Impact; Enhance = Enhancement; NoInv = Issue absent, no involvement. Basis of decision is documented in the following sections.

3. Social and Economic

The project will not have significant social and economic impacts. Below is a summary of the evaluation performed.

3.1 Social

The S.R. 60 study area is primarily rural and agricultural in character with limited residences. The S.R. 60 study area includes one community focal point within a half-mile buffer, the Willis Family Cemetery/Alger Cemetery. The project will improve access to this focal points by enhancing mobility and safety.

The project will not further divide neighborhoods or create social isolation. No community facilities will be impacted.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

3.2 Economic

The project will improve mobility by providing additional transportation capacity. The improved mobility will provide economic benefits related to the movement of freight and services and travel to and from employment centers.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

3.3 Land Use Changes

The anticipated future land uses in the study area are compatible with the existing land uses. The adopted Osceola County Comprehensive Plan 2040 Future Land Use Map (FLUM) is attached. Future land uses within the project area include Agriculture (94.0%), Commercial (0.82%), Conservation (0.62%), Mixed Use - General (1.28%), Transportation/Utilities (2.94%), and Water (0.23%). The project will convert approximately 194.3 acres of agricultural land use to nonagricultural land uses. The project supports the surrounding land uses designated by Osceola County's Comprehensive Plan.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

3.4 Mobility

S.R. 60 is designated as a Regional Freight Mobility Corridor by MetroPlan within the project limits, with truck percentages that range from 32.5 percent west of US 441 to 29.5 percent east of US 441. S.R. 60 is part of the Florida Strategic Intermodal System (SIS) and is designated by the Florida Department of Emergency Management as an evacuation route. No bus/transit facilities or dedicated bicycle and pedestrian facilities are currently provided in the project area, nor are they anticipated. The proposed project will support emergency evacuation and incident response times, enhance mobility resources, and provide for connectivity for major roadway corridors.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

3.5 Aesthetic Effects

The project is anticipated to result in minimal involvement with aesthetic resources since the project is not expected to affect vistas or viewsheds in the surrounding community.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

3.6 Relocation Potential

The project will require the acquisition of a total of 401.7 acres of ROW from 51 parcels.

The project is anticipated to result in four residential relocations. The residences are rental structures located at 2687 E State Road 60, Okeechobee, FL 34972 on parcel 10-32-34-0000-0035-0000A.

A Conceptual Stage Relocation Plan was prepared for this project and is included in the Technical Materials.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

In order to minimize the unavoidable effects of Right of Way acquisition and displacement of people, a Right of Way and Relocation Assistance Program will be carried out in accordance with Section 421.55, Florida Statutes, Relocation of displaced persons, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646 as amended by Public Law 100-17).

3.7 Farmland Resources

NRCS soil maps indicate 22 soil types occur in the 500-foot project buffer area, four soils are classified as "Farmland of Unique Importance".

Coordination with NRCS determined this project will convert 194.3 acres of prime and unique farmland to nonagricultural land uses and was assigned a "Relative Value of Farmland" of 45. FDOT determined the "Total Corridor Assessment" Score of 80. The "Total Points" for the project is 125. The completed *Farmland Conversion Impact Rating for Corridor Type Projects form (NRCS-CPA-106)* is attached.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

4. Cultural Resources

The project will not have significant impacts to cultural resources. Below is a summary of the evaluation performed.

4.1 Section 106 of the National Historic Preservation Act

A Cultural Resource Assessment Survey (CRAS), conducted in accordance with 36 CFR Part 800, was performed for the project, and the resources listed below were identified within the project Area of Potential Effect (APE). FDOT found that these resources do not meet the eligibility criteria for inclusion in the National Register of Historic Places (NRHP), and State Historic Preservation Officer (SHPO) concurred with this determination on 09/05/2025. Therefore, FDOT, in consultation with SHPO has determined that the proposed project will result in No Historic Properties Affected.

A *Cultural Resource Assessment Survey* (CRAS) was prepared for the project and is included in the Technical Materials. The CRAS was reviewed by the State Historic Preservation Officer (SHPO) and received concurrence with the recommendations and findings on September 5, 2025. The SHPO concurrence letter is attached.

An archaeological survey was conducted and consisted of pedestrian survey and systematic subsurface testing. A total of 351 shovel tests were excavated, none of which contained artifacts or cultural features. An additional 52 shovel test locations were visited but unable to be excavated due to inundation or buried utilities and were documented as "no-dig" points. No artifacts were recovered, and no archaeological sites or occurrences were identified. No further archaeological survey is recommended.

The architectural survey resulted in the identification of five previously recorded resources (8OS01751, 8OS02519, 8OS03001, 8OS03274, and 8OS03484) and five newly recorded buildings (8OS03738-8OS03742) within the S.R. 60 APE. One previously recorded building (8OS03484) was identified and evaluated as ineligible for listing in the NRHP by SHPO within the last 10 years. The building has not had substantial additions or alterations; therefore, an updated site form and evaluation was not completed for this resource. Two previously recorded linear resources (8OS03001 and 8OS03274) were last evaluated by SHPO as having insufficient information to make an NRHP recommendation. The District determined the segments recorded as a part of this survey are noncontributing segments of each resource; however, there is insufficient information to provide a recommendation for the overall resources. The remaining resources were determined to be ineligible for listing on the NRHP. No new or existing historic districts were identified during field survey.

The District determined that this project will result in **No Historic Properties Affected**. No further cultural resources work is recommended.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

4.2 Section 4(f) of the USDOT Act of 1966, as amended

The following evaluation was conducted pursuant to Section 4(f) of the U.S. Department of Transportation Act of 1966, as amended, and 23 CFR Part 774.

A review for potential Section 4(f) properties was conducted for this project. Four potential resources were identified including the Florida National Scenic Trail, Adams Ranch, Three Lakes Access Road, and Deluca Preserve. The FDOT made the determination that the Florida National Scenic Trail was exempt from Section 4(f). The FDOT made the determination that Section 4(f) was not applicable to Adam's Ranch, Three Lakes Access Road and the Deluca Preserve. Determinations of applicability and/or exception/exemptions including documentation and location maps are located in the project file.

Florida National Scenic Trail

The Florida National Scenic Trail (FNST) as the S.R. 60 Connector and the Three Lakes Access Road Connector are part of the FNST designated by the National Trails System Act of 1968 (Public Law 90-543) and supported by Florida Statute 260.012(6). The FNST is administered by the USDA Forest Service, Southern Region. The S.R. 60 Connector utilizes the existing roadway unpaved shoulders within FDOT owned ROW from the River Ranch Boulevard Trail in Polk County to Three Lakes Access Road. The total length of this connector is 5.3 miles with 4.7 miles located within the project limits. The S.R. 60 Connector is not part of the FDOT Shared-Use Nonmotorized Trail Network.

The Three Lakes Access Road Connector shares the ROW of a dirt road owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF)/GFWFC. It is approximately 1.8 miles long traveling from S.R. 60, where it meets the S.R. 60 Connector, to the Three Lakes Wildlife Management Area. The primary function of the trail segments is recreational hiking. The S.R. 60 Connector and Three Lakes Access Road Connector occupy transportation ROW without limitation to any specific location within that ROW. FNST users currently utilize the shoulders of SR 60 and Three Lakes Access Road.

The exception at 23 CFR 774.13(f)(3) applies because the trail is located within a transportation ROW without limitation to any specific location and the continuity of the facility will be maintained.

Adams Ranch

Adams Ranch is a privately owned working ranch with large areas of improved pasture used for beef cattle and sod production. There are four Conservation Easements (CE) on the ranch. CE#4 includes 8,897.34 acres and is bounded by SR 60 right-of-way (ROW). CE#4 was granted to Board of Trustees of the Internal Improvement Trust Fund of the State of Florida on March 13, 2024, through the Rural and Family Lands Protection Program (RFLPP), which is administered by the Florida Department of Agriculture and Consumer Services (FDACS). The Deed of Conservation Easement is included in the Section 4(f) documentation. The deed states that the purpose of the easement (i) is to effect the RFLPP pursuant to Florida Statutes; (ii) to assure that the Property will be retained forever in its condition as a working landscape; (iii) to 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 (iv) to provide a relatively natural habitat for fish, wildlife, plants, or similar ecosystems.

The primary purpose of the RFLPP easement does not include the management of the property as a wildlife or water fowl refuge and does not require or include a management plan for natural resources. Additionally, the deed does not grant

general public access, and the land does not function as a public park or recreation area.

It should also be noted that the Adams Ranch lands along SR 60 to the east of CE#4 are part of a Florida Forever Board of Trustees project. However, the land has not been acquired. The 2025 Florida Forever Plan for Adams Ranch is included in the Section 4(f) documentation.

Section 4(f) does not apply because Adams Ranch is privately owned. The primary purpose of the RFLPP easement does not include the management of the property as a wildlife or water fowl refuge and does not require or include a management plan for natural resources. Additionally, the deed does not grant general public access, and the land does not function as a public park or recreation area. Therefore, Section 4(f) is not applicable.

Three Lakes Wildlife Management Area

The Three Lakes Wildlife Management Area is owned by the Board of Trustees of the Internal Improvement TTIF and the Florida Fish and Wildlife Conservation Commission (FWC). The Three Lakes WMA is managed by the FWC for the conservation of imperiled and more common wildlife, for fish- and wildlife-based public outdoor recreation, and to conserve the important natural communities on site that provide habitat for a wide range of species. The Three Lakes WMA Management Plan published June 2020 clearly shows that the boundary of the WMA is north of SR 60. The Three Lakes Access Road, owned by TTIF, is an unpaved road from SR 60 to the Three Lakes WMA. The proposed improvements will require right-of-way (ROW) acquisition from the TTIF/GFWFC ROW to accommodate widening; however, access to the Three Lakes WMA will be maintained.

Section 4(f) is Not Applicable because the Three Lakes Access Road functions for transportation purposes and not a Section 4(f) use. There are no other protected 4(f) uses within the existing or proposed ROW. The road will continue to provide access to the WMA, and access to the WMA will be maintained during construction.

Deluca Preserve

The Deluca Preserve is privately owned by University of Florida (UF) Foundation, a 501(c)(3) nonprofit organization (Tax ID #59-0974739), and is managed for UF by the Institute of Food and Agricultural Sciences' (IFAS) Office of the Dean for Research. Deluca Preserve consists of approximately 27,000 acres of land with multiple uses including agriculture, education, and conservation. The entire preserve is in a Conservation Easement to Wetlands America Trust, Inc. (also known as Ducks Unlimited), which is a private non-profit organization. The Conservation Easement was designed to protect the conservation value of resources while enabling research and educational activities of this working landscape. The Conservation Easement does not grant general public access, and the land does not function as a public park or recreation area. The Conservation Easement notes that the property is on the Florida Forever Board of Trustees' (FFBOT) priority list (Pine Island Slough Project) but does not grant FFBOT any portion of the land. This information was confirmed via telephone call to Deluca Preserve's Land Manager. A telephone record is included in the Section 4(f) documentation.

Section 4(f) does not apply to Deluca preserve because the preserve is privately owned and under private conservation easement and is also not open for public use.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

4.3 Section 6(f) of the Land and Water Conservation Fund Act of 1965

There are no properties in the project area that are protected pursuant to Section 6(f) of the Land and Water Conservation Fund of 1965.

4.4 Recreational Areas and Protected Lands

The Three Lakes Wildlife Management Area is owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF) and the Florida Fish and Wildlife Conservation Commission (FWC). The access road, also owned by TIITF, is an unpaved road and serves as a connection from S.R. 60 to the primary entrance to the Three Lakes Wildlife Management Area (outside of the project area). The project will widen S.R. 60 to the north necessitating the acquisition of right-of-way from the TIITF ROW. The road will continue to provide access to the WMA, and access to the WMA will be maintained during construction.

The acquisition of ROW will need to be coordinated with the Acquisition and Restoration Council and is planned to occur during the Design Phase.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

5. Natural Resources

The project will not have significant impacts to natural resources. Below is a summary of the evaluation performed:

5.1 Protected Species and Habitat

The following evaluation was conducted pursuant to Section 7 of the Endangered Species Act of 1973 as amended as well as other applicable federal and state laws protecting wildlife and habitat.

A *Natural Resources Evaluation* (NRE) report, located in the project file, was prepared to determine the effects of the project on natural features and to assess the need for mitigation. Based on the NRE effect determinations were made for state and federally listed species. Species and Habitat Maps are attached.

Fifty-five listed species have the potential to occur within the SR 60 study area. One species, the Florida grasshopper sparrow, was observed outside of the project limits. Fourteen species were determined to have a moderate potential of occurrence.

Based on the NRE, 5.1 acres of mapped Unit 1 critical habitat for the Florida bonneted bat occurs near the western limits of the project.

The FDOT completed a Florida grasshopper sparrow (FGS) survey within the project area as part of the effects determination. The survey was conducted during the 2025 nesting season (April 1 and June 15). A single FGS was identified at a survey station which coincided with a known FGS territory located 130 feet south of the existing SR 60 ROW within the DeLuca Preserve. Within this section of the project, SR 60 is proposed to be widened to the north, and avoiding impacts south of the existing ROW.

Based on the anticipated impacts, there are 18 federal listed species determined to have a "May Affect, Not Likely to Adversely Affect" determination and 19 state listed species with a "No Adverse Effect Anticipated" determination. Additionally, suitable habitat for Eastern black rail, Audubon's crested caracara, Florida bonneted bat, Everglades snail kite, and Eastern indigo snake was identified within the project area. A determination of "May Affect" was assigned to these species and species-specific surveys will be coordinated with United State Fish and Wildlife Service (USFWS) during the design phase which ensures final design has current information on potential impact areas.

The remaining federal and state listed species were determined to have either a "No Effect" or a "No Effect Anticipated" determination. **Table 2** provides a summary of occurrence probability and effect determinations for both federal and state protected species.

Table 2: Protected Species Occurrence Probability and Effect Determinations					
Scientific Name	Common Name	Federal Status	State Status	Probability of Occurrence	Effect Determination
Reptiles and Amphibians					

<i>Drymarchon couperi</i>	Eastern Indigo Snake	Threatened	Threatened	Moderate - Within species range, suitable habitat available but none observed	May Affect, Not Likely to Adversely Affect
<i>Gopherus polyphemus</i>	Gopher Tortoise	N/A	Threatened	Moderate - Within species range, suitable habitat available but none observed	No Adverse Effect Anticipated
<i>Plestiodon egregius lividus</i>	Blue-Tailed Mole Skink	Threatened	Threatened	Low - Within species range, but no habitat available	No Effect
Birds					
<i>Ammodramus savannarum floridanus</i>	Florida Grasshopper Sparrow	Endangered	Endangered	High - Observed	May Affect, Not Likely to Adversely Affect
<i>Antigone canadensis pratensis</i>	Florida Sandhill Crane	N/A	Threatened	Moderate - Within species range, suitable foraging habitat available but none observed	No Adverse Effect Anticipated
<i>Aphelocoma coerulescens</i>	Florida Scrub-jay	Threatened	Threatened	Low - Within species range, but no habitat available	May Affect, Not Likely to Adversely Affect
<i>Athene cunicularia floridana</i>	Florida Burrowing Owl	N/A	Threatened	Low to Moderate - Within species range, suitable habitat available but none observed	No Adverse Effect Anticipated
<i>Caracara plancus audubonii</i>	Audubon's Crested Caracara	Threatened	Threatened	High - Observed	May Affect
<i>Dryobates borealis</i>	Red-cockaded Woodpecker	Threatened	Threatened	Low - Within species range but no habitat available	No Effect
<i>Egretta caerulea</i>	Little Blue Heron	N/A	Threatened	Low to Moderate - Within species range, suitable habitat available but none observed	No Adverse Effect Anticipated
<i>Grus americana</i>	Whooping Crane	Proposed Species / Experimental	N/A	Low - No historical occurrence	No Consultation Required**
<i>Haliaeetus leucocephalus</i>	Bald Eagle	Managed	Managed	Moderate - Within species range, habitat available but none observed	Impacts Are Not Anticipated
<i>Laterallus jamaicensis</i>	Eastern Black Rail	Threatened	Threatened	Moderate - Within species range, habitat available	May Affect
<i>Mycteria americana</i>	Wood Stork	Threatened	Threatened	Moderate - Within species range, habitat available but none observed	May Affect, Not Likely to Adversely Affect
<i>Rostrhamus sociabilis plumbeus</i>	Everglade Snail Kite	Endangered	Endangered	Moderate - Within species range, habitat available	May Affect, Not Likely to Adversely Affect
Mammals					
<i>Perimyotis subflavus</i>	Tricolored Bat	Proposed for Listing	Managed	Moderate - Within species range, habitat available	NA*

<i>Eumops floridanus</i>	Florida Bonneted Bat	Endangered	Endangered	Moderate - Within species range, habitat available	May Affect
<i>Ursus americanus</i>	Florida Black Bear	N/A	Managed	Low to Moderate- Within species range, habitat available	Impacts Are Not Anticipated
<i>Felis concolor coryi</i>	Florida Panther	Endangered	Endangered	Moderate - Within species range, habitat available	May Affect, Not Likely to Adversely Affect
<i>Peromyscus polionotus niveiventris</i>	Southeastern Beach Mouse	Threatened	Threatened	Low - Within species range but no habitat available	No Effect
<i>Trichechus manatus</i>	West Indian Manatee	Threatened	Threatened	Low - Within species range but no habitat available	No Effect
Insects					
<i>Danaus plexippus</i>	Monarch Butterfly	Candidate	N/A	Moderate - Within species range, habitat available but none observed	NA*
Plants					
<i>Calamintha ashei</i>	Ashe's Savory	N/A	Threatened	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated
<i>Calopogon multiflorus</i>	Many-Flowered Grass-Pink	N/A	Threatened	Low - Within species range, but no habitat available	No Adverse Effect Anticipated
<i>Carex chapmannii</i>	Chapman's Sedge	N/A	Threatened	Low - Within species range, but no habitat available	No Effect Anticipated
<i>Centrosema arenicola</i>	Sand Butterfly Pea	N/A	Endangered	Low - Within species range, but no habitat available	No Effect Anticipated
<i>Chionanthus pygmaeus</i>	Pygmy Fringe-Tree	Endangered	Endangered	Low - Within species range, but limited suitable habitat available	May Affect, Not Likely to Adversely Affect
<i>Cladonia perforata</i>	Florida Perforate Cladonia	Endangered	Endangered	Low - Within species range, but limited suitable habitat available	May Affect, Not Likely to Adversely Affect
<i>Clitoria fragrans</i>	Scrub Pigeon-wing	Endangered	Endangered	Low - Within species range, but limited suitable habitat available	May Affect, Not Likely to Adversely Affect
<i>Coleataenia abscissa</i>	Cutthroatgrass	N/A	Endangered	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated
<i>Coelorachis tuberculosa</i>	Piedmont Jointgrass	N/A	Threatened	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated
<i>Conradina brevifolia</i>	Short-Leaved Rosemary	Endangered	Endangered	Low - Within species range, but no habitat available	No Effect
<i>Conradina grandiflora</i>	Large-Flowered Rosemary	N/A	Threatened	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated

<i>Crotalaria avonensis</i>	Avon Park Harebells	Endangered	Endangered	Low - Within species range, but limited suitable habitat available	May Affect, Not Likely to Adversely Affect
<i>Dicerandra frutescens</i>	Scrub Mint	Endangered	Endangered	Low - Within species range, but limited suitable habitat available	May Affect, Not Likely to Adversely Affect
<i>Eriogonum floridanum</i>	Scrub Buckwheat	Threatened	Endangered	Low - Within species range, but limited suitable habitat available	May Affect, Not Likely to Adversely Affect
<i>Glandularia maritima</i>	Coastal Vervain	N/A	Endangered	Low - Within species range, but no habitat available	No Effect Anticipated
<i>Hartwrightia floridana</i>	Florida Hartwrightia	N/A	Threatened	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated
<i>Hypericum cumulicola</i>	Highland's Scrub Hypericum	Endangered	Endangered	Low - Within species range, but limited suitable habitat available	May Affect, Not Likely to Adversely Affect
<i>Hypericum edisonianum</i>	Edison's ascyrum	N/A	Endangered	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated
<i>Lechea cernua</i>	Nodding Pinweed	N/A	Threatened	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated
<i>Liatris ohlingerae</i>	Scrub Blazing Star	Endangered	Endangered	Low - Within species range, but limited suitable habitat available	May Affect, Not Likely to Adversely Affect
<i>Matelea floridana</i>	Florida Spiny-pod	N/A	Endangered	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated
<i>Nemastylis floridana</i>	Celestial Lily	N/A	Endangered	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated
<i>Nolina atopocarpa</i>	Florida Beargrass	N/A	Threatened	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated
<i>Paronychia chartacea</i>	Papery Whitlow-Wort	Threatened	Threatened	Low - Within species range, but limited suitable habitat available	May Affect, Not Likely to Adversely Affect
<i>Platanthera integra</i>	Yellow Fringeless Orchid	N/A	Endangered	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated
<i>Polygala lewtonii</i>	Lewton's Polygala	Endangered	Endangered	Low - Within species range, but no habitat available	No Effect
<i>Polygonella basiramia</i>	Wireweed	Endangered	Endangered	Low - Within species range, but limited suitable habitat available	May Affect, Not Likely to Adversely Affect
<i>Polygonella myriophylla</i>	Sandlace	Endangered	Endangered	Low - Within species range, but no habitat available	No Effect

<i>Pteroglossaspis ecristata</i>	Giant Orchid	N/A	Threatened	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated
<i>Salix floridana</i>	Florida willow	N/A	Endangered	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated
<i>Schizachyrium niveum</i>	Scrub Bluestem	N/A	Endangered	Low - Within species range, but limited suitable habitat available	No Adverse Effect Anticipated
<i>Warea carteri</i>	Carter's Warea	Endangered	Endangered	Low - Within species range, but no habitat available	No Effect
<i>Ziziphus celata</i>	Florida Ziziphus	Endangered	Endangered	Low - Within species range, but limited suitable habitat available	May Affect, Not Likely to Adversely Affect

* - Effect Determinations are typically not applicable (NA) to species proposed for listing.

** - No consultation is required if whooping cranes are not on federal lands.

Consultation with USFWS and FWC is ongoing.

A more detailed description of potential project impacts to natural resources is provided within the NRE in the Technical Materials.

Commitments made regarding protected species will be included after completion of USFWS and FWC consultation.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

5.2 Wetlands and Other Surface Waters

The following evaluation was conducted pursuant to Presidential Executive Order 11990 of 1977 as amended, Protection of Wetlands and the USDOT Order 5660.1A, Preservation of the Nation's Wetlands.

The project is expected to result in unavoidable wetland impacts. The proposed project will result in an estimated 53.14 acres of direct and 9.02 acres of secondary impacts to wetlands. The estimated total direct and secondary impacts within the Kissimmee River Basin are 24.05 acres and 4.51 acres, respectively. The estimated total direct and secondary impacts within the Upper St. Johns River Basin are 29.09 acres and 4.51 acres, respectively. The estimated Uniform Mitigation Assessment Method (UMAM) functional loss that would result from the project is 31.59 units resulting from anticipated wetland impacts. Wetlands maps are attached.

Indirect and secondary effects are those impacts that are reasonably certain to occur later in time because of the proposed project. They may occur outside of the area directly affected by the proposed project. Cumulative effects include the effects of future state, local, or private actions that are reasonably certain to occur in the project study area. The proposed improvements will primarily occur adjacent to the existing S.R. 60 ROW. Therefore, it is anticipated that the proposed improvements will incur limited secondary impacts, but will not result in adverse cumulative impacts, since the

improvements are primarily limited to areas adjacent to the existing ROW and wetland mitigation is proposed within the impacted basins. Proposed secondary impacts are assessed as a 25-foot buffer from the limits of construction where proposed wetland impacts occur.

Wetland impacts resulting from the construction of this project will be mitigated pursuant to Section 373.4137, F.S., to satisfy all mitigation requirements of Part IV of Chapter 373, F.S., and 33 U.S.C. 1344. Compensatory mitigation will be required to offset an estimated 30.96 units (18.91 herbaceous and 12.05 forested) of functional loss resulting from direct impacts and 0.63 units (0.38 herbaceous and 0.25 forested) of functional loss resulting from secondary wetland impacts. Compensatory mitigation for this project will be completed through the purchase of mitigation credits either from an approved in-basin wetland mitigation bank or if not available during the permitting of the project, in accordance with Section 373.4136, F.S. after applying a state proximity factor per Chapter 62-345, F.A.C. and a federal proximity factor in consultation with USACE as appropriate.

The project is located within the Kissimmee River and the Upper St. Johns River Drainage Basins with wetland impacts proposed for both basins. Mitigation banks that service impacts to the Kissimmee River Drainage Basin includes Hatchineha Ranch, Southport Ranch, Bullfrog Bay, Lake Istokpoga, Lake X Ranch, Lucky L, Collany, and Twin Oaks. Mitigation banks that service impacts to the Upper St. Johns River Drainage Basin includes Little Creek Florida, Lucky L, Collany, Twin Oaks and Lake Washington. Currently, there are insufficient state credits available for in-basin banks.

Additional detail regarding wetland impacts and mitigation are available in the NRE located in the project file.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

5.3 Essential Fish Habitat (EFH)

There is no Essential Fish Habitat (EFH) in the project area.

5.4 Floodplains

Floodplain impacts resulting from the project were evaluated pursuant to Executive Order 11988 of 1977, Floodplain Management.

A *Location Hydraulics Report* (LHR) was prepared for this project to evaluate the floodplain impacts and evaluate the impacts to hydrology and is included in the Technical Materials.

Based on the LHR, the project will impact 122.78 acre-feet. Mitigation to offset these impacts will be provided on a cup for cup basis. The specific compensation sites will be identified during the design phase of the project.

The cross drain structures proposed for this project will perform hydraulically in a manner equal to or greater than the existing structures, and backwater surface elevations are not expected to increase. Thus, there will be no significant adverse impacts on natural and beneficial floodplain values. There will be no significant change in flood risk, and there will not be a significant change in the potential for interruption or termination of emergency service or emergency evacuation

routes. Therefore, it has been determined that this encroachment is not significant.

It has been determined that there is no regulatory floodway involvement on the project and that the project will not support base floodplain development that is incompatible with existing floodplain management programs.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

5.5 Sole Source Aquifer

Biscayne Aquifer

This project is located within the boundaries of the Biscayne Aquifer SSA Streamflow and Recharge Source Zones. The FDOT coordinated with the US Environmental Protection Agency (USEPA) Region 4 Groundwater and GIS Section, Safe Drinking Water Branch, Water Division, and received USEPA concurrence on the project in compliance with Section 1424(e) of the Safe Drinking Water Act (SDWA) and 40 C.F.R. 149 on September 5, 2025. The USEPA determined this project should have no significant impact to the aquifer system.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

5.6 Water Resources

A *Conceptual Drainage Design Report* (CDDR) was prepared for this project and is included in the Technical Materials. A *Water Quality Impact Evaluation* (WQIE) was prepared for this project and is included in the Technical Materials.

Based on the CDDR, the project limits span over six primary drainage basins and discharge into two Hydrologic Unit Code (HUC) basins. Lake Kissimmee, Blanket Bay Slough and Skeeter Slough drain into the Kissimmee River (HUC 03090101). Lokosee ditches, unnamed ditch near Yeehaw Junction, and unnamed tributary to Cow Log Branch drain into the Upper St. Johns (HUC 03080101).

The existing drainage for S.R. 60 from Prairie Lake Road to Florida's Turnpike consists predominantly of flat, open ditches that convey runoff to existing cross drain locations. Runoff generally leaves the ROW at these cross drain locations to either an existing channel or man-made ditch. Much of the surrounding area is used for agricultural purposes and irrigation ditches or canals are present just outside the existing ROW in many locations along the project. Most of the irrigation canals are located on the north side of the roadway and many do not receive any flow from the Department's ROW except under an extreme event. These locations are generally assumed to be isolated basins that contain runoff from offsite areas.

Stormwater treatment was evaluated for the proposed project to meet state water quality and quantity standards. The analysis of stormwater treatment utilized 28 drainage basins. Stormwater treatment for the propose project will be provided using a combination of wet detention ponds for three basins and dry linear treatment swales for 23 basins. Basins 1, 26b and Basin 27 utilize wet detention ponds. The locations of the preferred pond sites are shown in Figure 5.6.1.

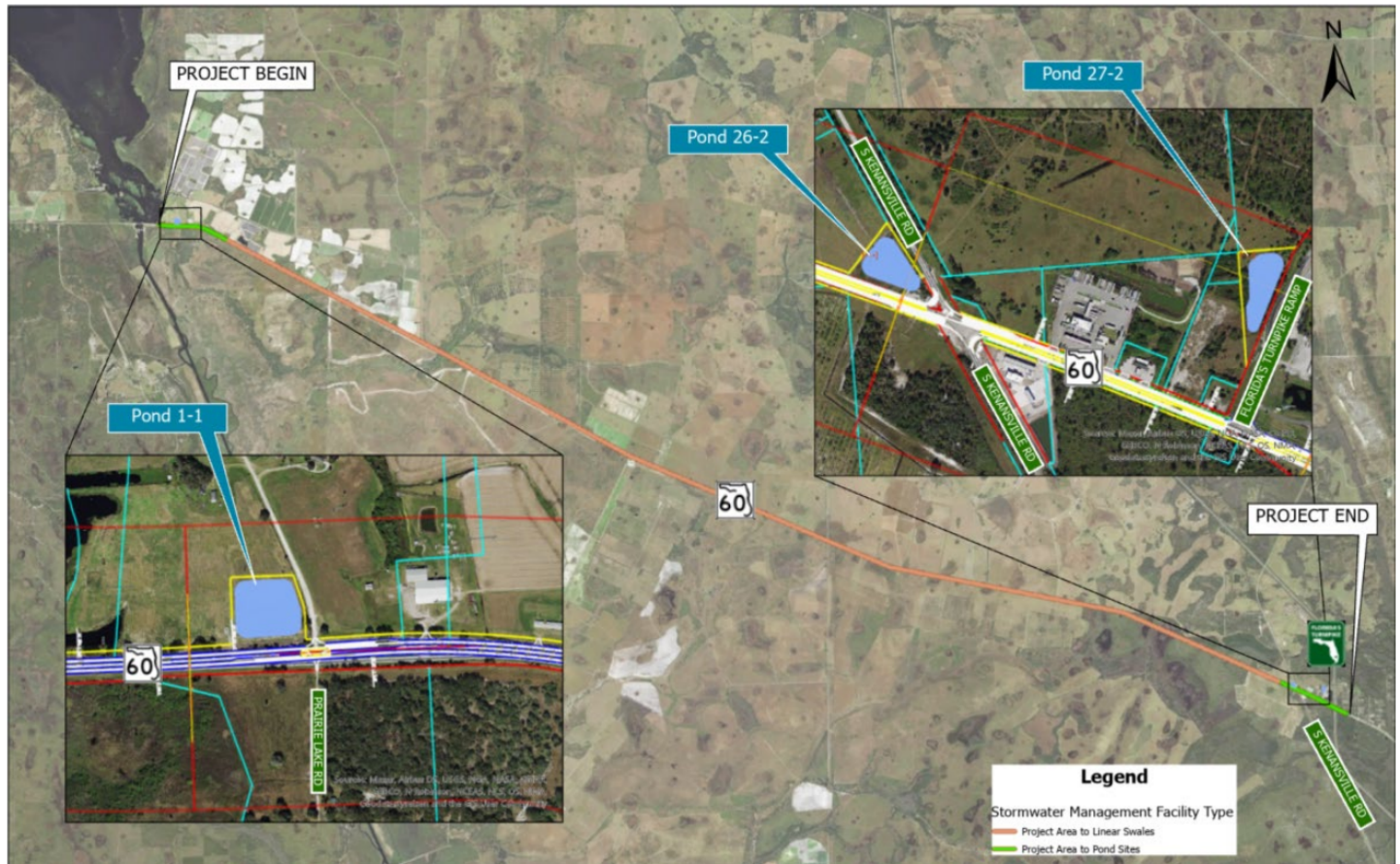


Figure 5.6.1 PREFERRED STORMWATER MANAGEMENT FACILITY ALTERNATIVES

Kissimmee River is classified as an Outstanding Florida Water (OFW). Lake Kissimmee is classified as impaired. For discharges to these waterbodies, 50% additional treatment volume and permanent pool volume will be provided in stormwater management facilities (SMFs) with anticipated direct discharge.

Additional detail regarding the stormwater treatment analysis and concept design may be found in the CDDR located in the project file.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

5.7 Aquatic Preserves

There are no aquatic preserves in the project area.

5.8 Outstanding Florida Waters

Kissimmee River is classified as an Outstanding Florida Water (OFW). Treatment for SMF with anticipated direct discharge to this OFW is discussed under Water Resources.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

5.9 Wild and Scenic Rivers

There are no designated Wild and Scenic Rivers or other protected rivers in the project area.

5.10 Coastal Barrier Resources

It has been determined that this project is neither in the vicinity of, nor leads directly to a designated coastal barrier resource unit pursuant to the Coastal Barrier Resources Act of 1982 (CBRA) and the Coastal Barrier Improvement Act of 1990 (CBIA).

6. Physical Resources

The project will not have significant impacts to physical resources. Below is a summary of the evaluation performed for these resources.

6.1 Highway Traffic Noise

The following evaluation was conducted pursuant to 23 CFR 772 Procedures for Abatement of Highway Traffic Noise and Construction Noise, and Section 335.17, F.S., State highway construction; means of noise abatement.

A *Noise Study Report* (NSR) was prepared for the project and is included in the Technical Materials. The results of the NSR indicate that the predicted noise levels for the 2025 Existing and 2050 No Build conditions ranged from 61.5 dBA to 69.1 dBA. The predicted noise levels for the proposed 2050 Build Alternative condition ranged from 69.4 dBA to 70.3 dBA.

The analysis provided by the *NSR* concluded that the traffic noise levels under the design year 2050 Build Alternative condition will result approach or exceed the Noise Abatement Criteria (NAC) at 11 residences and will not result in a substantial increases of 15 dBA or more at any noise sensitive site. The NSR located in the project files includes details regarding the noise analysis.

Based on the noise analysis performed to date, there are no feasible or reasonable traffic noise abatement solutions available to mitigate the four noise impacts that would occur as a result of this proposed project; therefore, no traffic noise abatement is proposed for this project.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

6.2 Air Quality

This project is not expected to create adverse impacts on air quality because the project area is in attainment for all National Ambient Air Quality Standards (NAAQS) and because the project is expected to **improve** the Level of Service (LOS) and **reduce** delay and congestion on all facilities within the study area.

Construction activities may cause short-term air quality impacts in the form of dust from earthwork and unpaved roads. These impacts will be minimized by adherence to applicable state regulations and to applicable FDOT Standard Specifications for Road and Bridge Construction.

6.3 Contamination

A *Contamination Screening Report* (CSER) was for the proposed project and is included in the Technical Materials. The CSER was prepared pursuant to the FDOT's *PD&E Manual*, Part 2, Contamination (revised July 31, 2024).

Twenty-six sites (26) were identified that have some risk of contamination impacts to the project. Of these sites, eight (8) were rated with a "Medium" risk and eighteen (18) were rated as "Low" risk. Additionally, three (3) potential stormwater pond sites were evaluated. Pond 1-1 and Pond 26-2 were rated as "Medium" risk and Pond 27-2 was rated as "Low" risk. A Potential Contamination Site Map is attached.

Based on the findings of this Level I Contamination Screening Evaluation, Level II Impact to Construction Assessments (ICAs) or construction support are recommended for the Medium Risk sites for this project.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

6.4 Utilities and Railroads

A *Utility Analysis Report* (UAR) was prepared for this project and is included in the Technical Materials.

There are eight existing utilities present within the project limits. The following Utility Agency Owners (UAOs) were identified within the study area and are listed described further in the following paragraphs.

A majority of the utilities are present near the vicinity of Kenansville Road and Florida's Turnpike. These consist mostly of communication lines, such as buried telephone and buried fiber lines for AT&T, Century Link, and Crown Castle. There are also buried electric and buried fiber lines related to ITS, signals, and lighting facilities operated by Osceola County.

AT&T has a buried fiber line that runs along the east side of Kenansville Road where it crosses under S.R. 60. CenturyLink (Lumen) has both local facilities and facilities with Level 3 Communications within the project limits. An overhead television line utility owned by Charter Communications enters the S.R. 60 ROW on the west side of Mae Bass Road connected to power poles and then continues east along the north side of S.R. 60 until reaching the intersection with Kenansville Road. West of this intersection, the line goes underground and continues as buried fiber optic until reaching an overhead pole east of the Pilot Travel Center. At this pole, the line goes aerial again to the west side of the SR 91 on and off-ramp intersection. Buried fiber optic line crosses under the intersection and then continues as an aerial line east of the intersection. The line remains aerial past the project limits. The markups from Charter also show a buried fiber line along the east side of Kenansville Road that goes under S.R. 60. Once across the intersection, the fiber line is shown turning east along the south side of S.R. 60.

Crown Castle has buried fiber within conduits that run along the east side of Kenansville Road south of S.R. 60. At the intersection, the lines cross under S.R. 60 on the east side and continue east along the north side of the S.R. 60 past the project limits.

Frontier Communications has a buried telephone line that runs along the south side of S.R. 60 underneath Lake Kissimmee and continues along S.R. 60 until routing into a telephone pedestal about 1,200 feet east of the existing bridge. From this pedestal, the telephone line runs above ground as overhead telephone until about 400 feet west of Prairie Lakes Road. At this location, the line crosses S.R. 60 and continues east along the north side of S.R. 60 in a buried line. Approximately 600 feet east of Hyatt Farms Road, an overhead telephone line is also present on the north side of S.R. 60. Both the buried and overhead lines leave the S.R. 60 ROW on the north side about 1,100 feet east of Hyatt Farms Road.

A 36 inch gas main owned by the Florida Southeast Connection is present along S.R. 60 for most of the project limits. The gas main crosses Lake Kissimmee on the north side of S.R. 60 and then about 600 feet west of Prairie Lake Road the gas main turns and crosses to the south side of the roadway. From there the gas main runs within a 50-foot easement along the southern ROW line. The gas main turns at Kenansville Road and continues south along the west side of U.S. 441.

Peace River Electric Cooperative (PRECO) has overhead electric lines that run along S.R. 60 for much of the corridor. The overhead lines are on the south side of the roadway from the bridge over Lake Kissimmee until just west of Prairie Lake Road and then it crosses to the north. Near Blanket Bay Slough the overhead lines cross to the south and then cross back to the north on the east side of the bridge. The overhead lines continue on the north side until about 0.5 mile west of Peavine Road where it turns north towards an existing communications tower. Overhead lines are not present again until Rohde Road and then the lines run along the north side of S.R. 60 towards the east to Kenansville Road. The overhead lines cross to the south side at the U.S. 441 intersection and then cross back to the north side where they run to the end project.

Osceola County Traffic Operations has facilities within the project area related to ITS, signals, and lighting around the Kenansville Road and SR 91 on and off-ramp intersections. These facilities were installed under previous FDOT projects and are now operated by Osceola County.

The majority of potential utility impacts for the project are related to the overhead electric lines and poles owned by PRECO. There are also buried and overhead communications lines owned by Frontier and Charter that would be impacted. The 36 inch gas main owned by Florida Southeast Connection crosses from the north to south of S.R. 60 just west of Prairie Lake Road. Further coordination will be needed to ensure that any proposed roadway and drainage improvements over the crossing will not cause issues. Additional detail regarding potential impacts to utilities are included in the UAR located in the project file.

There are no railroads or railroad crossings along S.R. 60 within the study limits.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

6.5 Construction

Traffic on S.R. 60 eastbound and westbound will be affected due to construction. Noise and vibration impacts may be generated by heavy equipment and construction activities such as pile driving and vibratory compaction of embankments. Adherence to local construction noise and/or construction vibration ordinance by the construction contractor will also be required where applicable.

Visual impacts associated with the storage of construction materials and establishment of temporary construction facilities will occur but are temporary and short-term in nature.

Water quality impacts resulting from erosion and sedimentation will be controlled in accordance with FDOT Standard Specifications for Road and Bridge Construction and using BMPs. Erosion and sedimentation will be treated in accordance with the FDEP's National Pollutant Discharge Elimination System (NPDES) permit and the Stormwater Runoff

Control Concept (SRCC).

Maintenance of traffic and sequence of construction will be planned and scheduled to minimize traffic delays during construction. Lane closure analysis will be required to determine appropriate times to close lanes to minimize traffic delays. Signs will be used as appropriate to provide sufficient notice of road closures and other pertinent information to the traveling public. The local news media will be notified in advance of road closures and other construction-related activities which could inconvenience the community so that pedestrians, motorists, and property owners can plan travel routes in advance. Access to all businesses and residences will be maintained to the extent practicable through controlled construction scheduling.

Therefore, this category has been designated as NO SIGNIFICANT IMPACTS.

7. Engineering Analysis Support

The engineering analysis supporting this environmental document is contained within the [Draft PER Displayed for Public Hearing](#) .

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8. Permits

The following environmental permits are anticipated for this project:

Federal Permit(s)

USACE Section 10 or Section 404 Permit

Status

To be acquired

State Permit(s)

DEP or WMD Environmental Resource Permit (ERP)

DEP National Pollutant Discharge Elimination System Permit

Status

To be acquired

To be acquired

9. Public Involvement

The following is a summary of public involvement activities conducted for this project:

Summary of Activities Other than the Public Hearing

A summary of the public involvement for this project can be found in the *Comments and Coordination Report (CCR)* included with the *Technical Materials*.

A project kickoff newsletter was distributed to elected and appointed officials, property owners/tenants, business owners/operators, and interested parties identified in the Public Involvement Plan (PIP) on May 16, 2025.

A meeting was held with the property owners of White Creek Holdings LLC on 7/9/25, Adams Ranch Inc., Bexley Ranch Land Trust, and The Arnold H Mack Rev Trust (Mack Farms) on 8/5/25, and Geiger Trust on August 8, 2025 to discuss the project and proposed right of way acquisition. Additionally, information regarding the project was coordinated with Florida's Turnpike and the Deluca Preserve. These property owners represent more than 50 percent of the properties with potential right-of-way acquisition from the project. The outcome of the meetings indicated that property owners understand the need and support the widening of S.R. 60 within the project limits.

The project was presented to MetroPlan Orlando MPO staff on 7/22/25 to discuss the project study and corridor alternatives analysis. A Project Meeting was held with Osceola County on 12/3/25, 6/12/25 and 9/15/25 to discuss the project progress.

Additional details regarding the public involvement conducted for this project may be found in the CCR located in the project file.

Date of Public Hearing: 10/15/2025

Summary of Public Hearing

To be completed after the Public Hearing

10. Commitments Summary

This section to be completed after project coordination is complete.

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11. Technical Materials

The following technical materials have been prepared to support this Environmental Document and are included in the Project File.

Farmland Conversion Impact Rating Form (NRCS-CPA-106 or Form AD 1006)

452574-1_SEARCH_FULL CRAS_Final_noFMSFforms

Draft PER Displayed for Public Hearing

Attachments

Social and Economic

Land Use Map

Cultural Resources

Section 106 SHPO Concurrence

Section 4(f) Report

Natural Resources

Sole Source Aquifer USEPA Concurrence

Species and Habitat Maps

Wetlands Map

Physical Resources

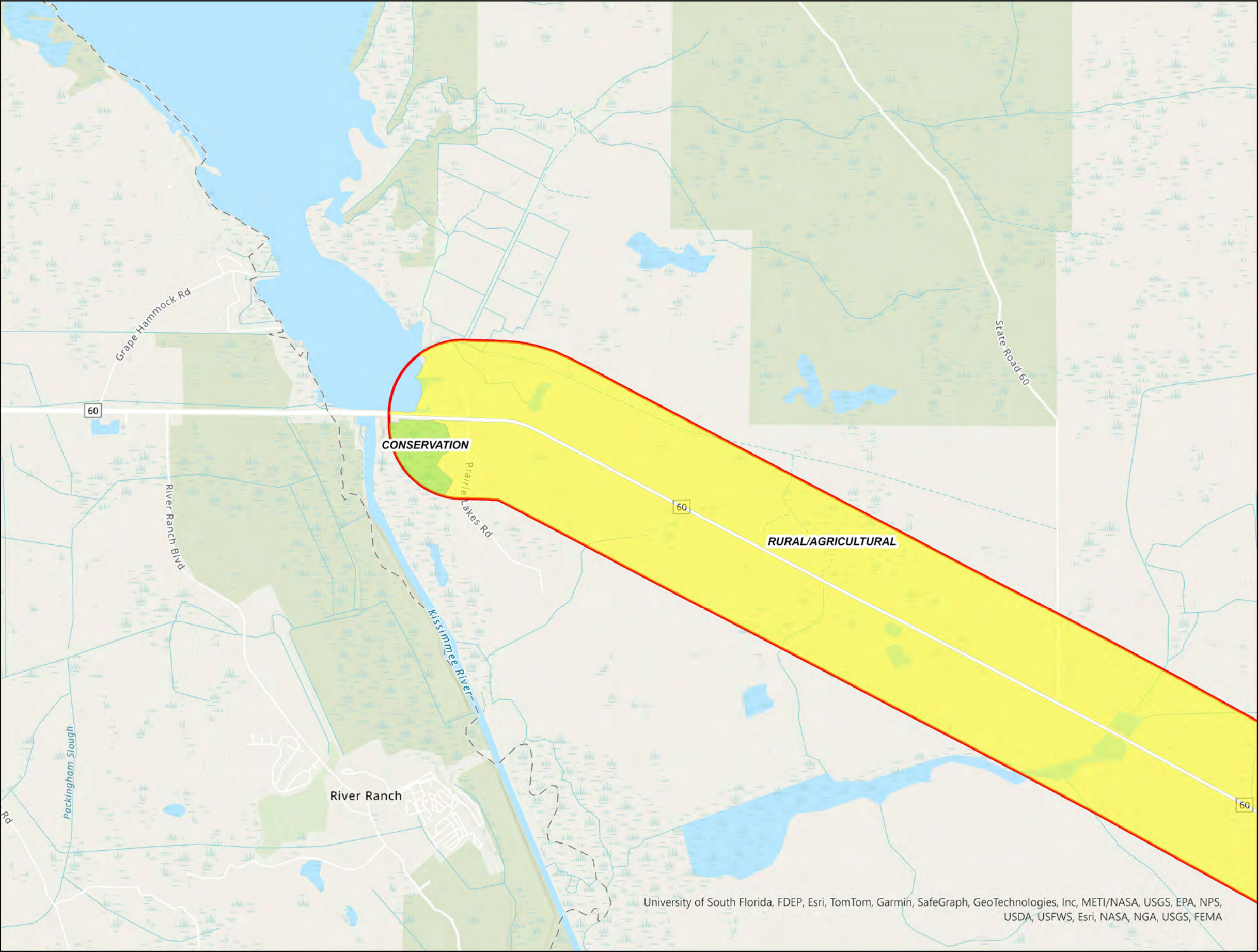
Potential Contamination Site Map

Social and Economic Appendix

Contents:

Land Use Map

DRAFT



**SR 60 from Prairie
Lake Road
to Florida's Turnpike**

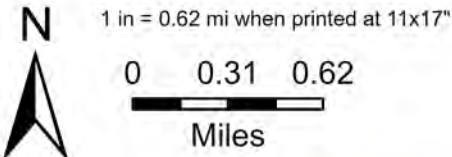
FM No. 452574-1-22-01
Osceola County, Florida

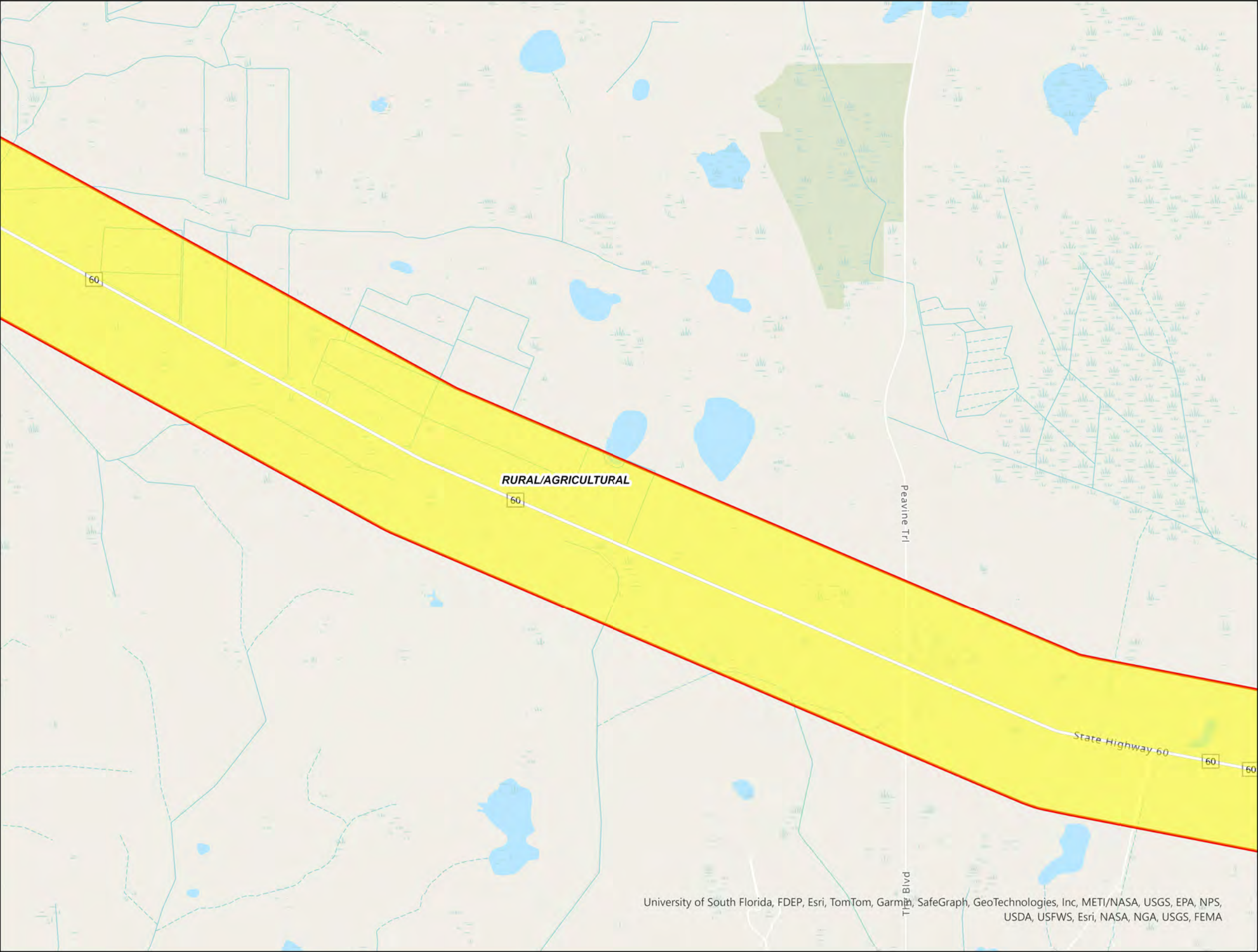
**Figure 3-2
Future Land Use**
(Part 1 of 3)

**Osceola County Future Land
Use**

- Commercial
- Conservation
- Mixed Use
- Rural Settlement
- Rural / Agricultural
- SR 60 Study Area (1/2 Mile Buffer)

Data Source: Osceola County Planning and Zoning
GIS Data
Spatial Reference: WGS 1984
Date: 9/4/2025





**SR 60 from Prairie
Lake Road
to Florida's Turnpike**

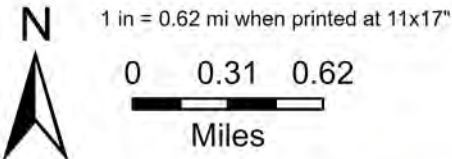
FM No. 452574-1-22-01
Osceola County, Florida

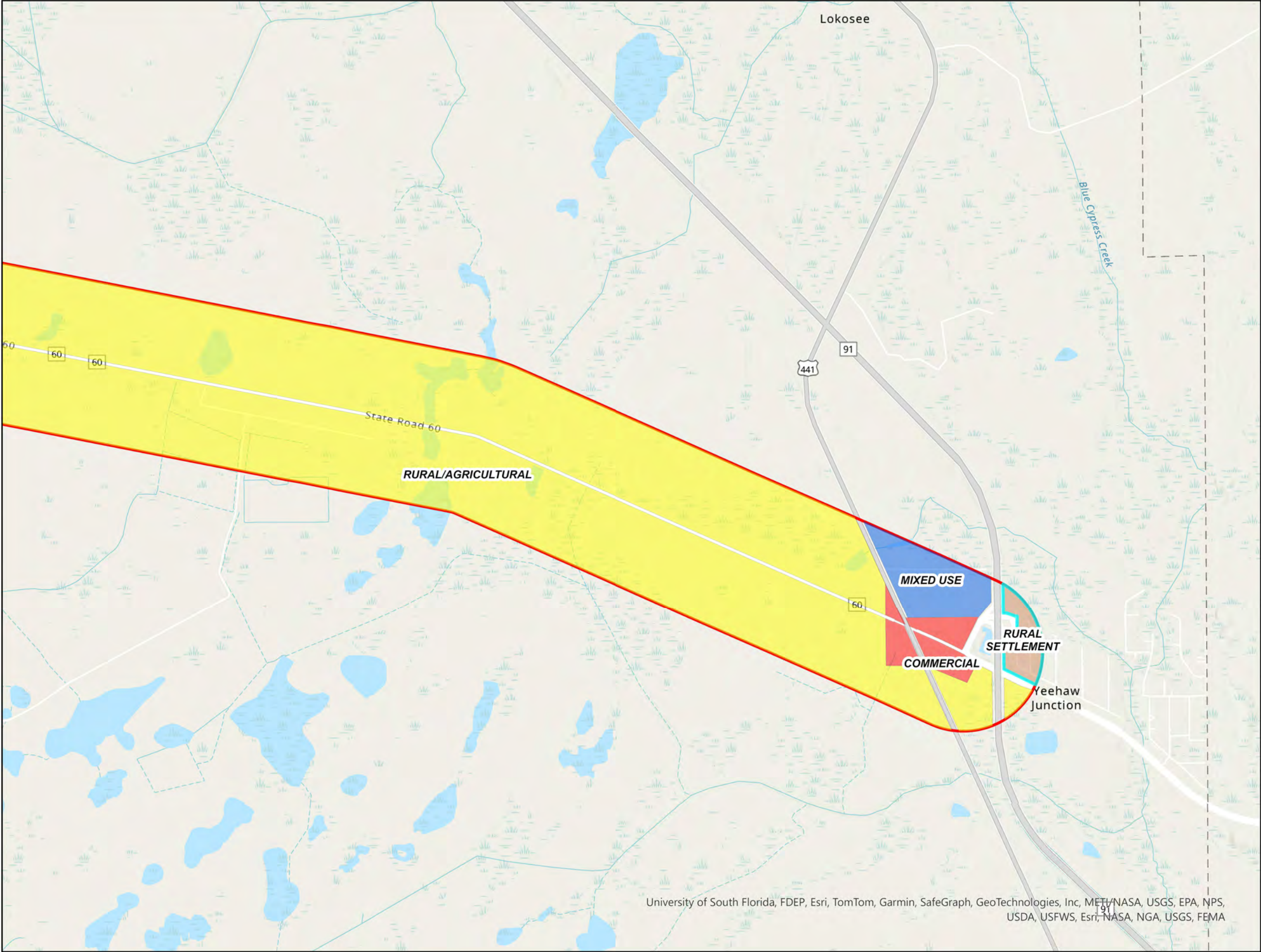
**Figure 3-2
Future Land Use**
(Part 2 of 3)

**Osceola County Future Land
Use**

- Commercial
- Conservation
- Mixed Use
- Rural Settlement
- Rural / Agricultural
- SR 60 Study Area (1/2 Mile Buffer)

Data Source: Osceola County Planning and Zoning
GIS Data
Spatial Reference: WGS 1984
Date: 9/4/2025





SR 60 from Prairie Lake Road to Florida's Turnpike

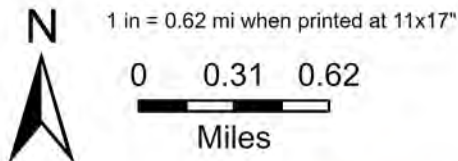
FM No. 452574-1-22-01
Osceola County, Florida

Figure 3-2
Future Land Use
(Part 2 of 3)

Osceola County Future Land Use

- Commercial
- Conservation
- Mixed Use
- Rural Settlement
- Rural / Agricultural
- SR 60 Study Area (1/2 Mile Buffer)

Data Source: Osceola County Planning and Zoning
GIS Data
Spatial Reference: WGS 1984
Date: 9/4/2025



University of South Florida, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA



Cultural Resources Appendix

Contents:

Section 106 SHPO Concurrence

Section 4(f) Report

DRAFT



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 25, 2025

Alissa S. Lotane
Director and State Historic Preservation Officer
Florida Division of Historical Resources
Florida Department of State
R. A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

RE: Section 106 Stipulation VII Submission
SR 60 FROM PRAIRIE LAKE ROAD TO FLORIDA'S TURNPIKE
Osceola County
FM # 452574-1-22-01
DHR CRAT Number: 202506214

Dear Ms. Lotane,

Enclosed please find one copy of the report titled *Cultural Resource Assessment Survey in Support of the SR 60 Project Development and Environment Study from Prairie Lake Road to Florida's Turnpike, Osceola County, Florida*. This report presents the findings of a CRAS conducted in support of improvements to State Road (SR) 60 in Osceola County, Florida. The Florida Department of Transportation (FDOT), District 5, is proposing to widen SR 60 from Prairie Lake Road to Florida's Turnpike (SR 91), a distance of approximately 32.2 kilometers (km; 20 miles [mi]). The proposed widening will expand the current two-lane roadway to four lanes. Additional right-of-way (ROW) will be required along the north side of the existing SR 60 corridor. This project is federally funded.

To encompass the potential improvements, the archaeological area of potential effects (APE) was defined to include the existing and proposed ROW where improvements are proposed. The architectural history APE includes the existing and proposed ROW and was extended to the back or side property lines of parcels adjacent to the ROW or a distance of no more than 100 meters (m; 328 feet [ft]) from the ROW line. In the enclosed document, the "APE" refers to the combined archaeological APE and architectural history APE.

This CRAS was conducted in accordance with the requirements set forth in Section 106 of the National Historic Preservation Act of 1966, as amended, found in 36 CFR Part 800 (Protection of Historic Properties). The studies also comply with Chapter 267 of the Florida Statutes and Rule Chapter 1A-46, Florida Administrative Code and Section 267.12, Florida Statutes, Chapter 1A-32. All work was performed in accordance with Part 2, Chapter 8 of FDOT's PD&E Manual (revised July 2024), FDOT's Cultural Resources Management Handbook, and the standards stipulated in the Florida Division of Historical Resources' (FDHR) Cultural Resource Management Standards & Operations Manual, Module Three: Guidelines for Use by Historic Preservation Professionals. The Principal Investigator for this project meets the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR

44716-42). This study also complies with Public Law 113-287 (Title 54 U.S.C.), which incorporates the provisions of the National Historic Preservation Act of 1966, as amended, and the Archeological and Historic Preservation Act of 1974, as amended.

The archaeological survey consisted of pedestrian survey and systematic subsurface testing. A total of 351 shovel tests were excavated within the archaeological APE, none of which contained artifacts or cultural features. An additional 52 shovel test locations were visited but unable to be excavated due to inundation or buried utilities and were documented as "no-dig" points. No artifacts were recovered, and no archaeological sites or occurrences were identified within the APE. No further archaeological survey is recommended.

The architectural survey resulted in the identification of five previously recorded resources (8OS01751, 8OS02519, 8OS03001, 8OS03274, and 8OS03484) and five newly recorded buildings (8OS03738-8OS03742) within the SR 60 APE. One previously recorded building (8OS03484) was identified and evaluated as ineligible for listing in the NRHP by SHPO within the last 10 years. The building has not had substantial additions or alterations; therefore, an updated site form and evaluation was not completed for this resource. Two previously recorded linear resources (8OS03001 and 8OS03274) were last evaluated by SHPO as having insufficient information to make an NRHP recommendation. The District recommends the segments recorded as a part of this survey are noncontributing segments of each resource, however, there is insufficient information to provide a recommendation for the overall resources. The remaining resources are recommended ineligible for the NRHP. No new or existing historic districts were identified during field survey. No further architectural history work is required.

The District recommends that this project will result in *No Historic Properties Affected*. No further cultural resources work is recommended.

I respectfully request your concurrence with the findings of the enclosed report.

Based on the review summarized above, FDOT has determined that this project 452574-1-22-01 will result in **No Historic Properties Affected**. In accordance with Stipulation III.B. of the Section 106 Programmatic Agreement (PA), this review was conducted by or under the supervision of a person(s) meeting the *Secretary of the Interior's Professional Qualifications Standards (36 C.F.R. Part 61, Appendix A and 48 FR 44716)* in the fields of History, Archaeology, and Architectural History. The Environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the FDOT pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022, and executed by the FHWA and FDOT.

Sincerely,

Electronically signed by Catherine Owen on August 25, 2025

The Florida State Historic Preservation Officer (SHPO) reviewed the submission referenced above and finds the document contains sufficient information and concurs with the information provided for the above referenced project.

In accordance with the *Programmatic Agreement Among the FHWA, the FDOT, the ACHP, and the SHPO Regarding Implementation of the Federal-Aid Highway Program in Florida* (2023 PA), and appended materials, if providing concurrence with a finding of **No Historic Properties Affected** for a whole project, or to **No Adverse Effect** on a specific historic property, SHPO shall presume that FDOT may pursue a *de minimis* use of the affected historic property in accordance with Section 4(f) as set forth within 23 *CFR*. 774 and its implementing authorities, as amended, and that their concurrence as the official with jurisdiction (OWJ) over the historic property is granted.

SHPO/FDHR Comments



September 5, 2025

Signed

Date

Alissa S. Lotane, Director

Florida Division of Historical Resources

cc: Lindsay Rothrock, Cultural & Historical Resource Specialist
FDOT Office of Environmental Management

Submitted Documents

- [45257412201-CE2-D5-452574-1_SEARCH_FULL_CRAS_Final_noFMSFforms-2025-0822.pdf](#) (Cultural Resources Assessment Survey (CRAS))
452574-1_SEARCH_FULL CRAS_Final_noFMSFforms
- [45257412201-CE2-D5-452574-1_FMSF_Forms-2025-0822.zip](#) (Florida Master Site File Forms)
452574-1_FMSF Forms
- [45257412201-CE2-D5-452574-1_SEARCH_FULL_CRAS_SHPO_Package-2025-0822.zip](#) (Florida Master Site File Forms)
452574-1_SEARCH_FULL CRAS_SHPO Package

Section 4(f) Resources

Florida Department of Transportation

SR 60 FROM PRAIRIE LAKE ROAD TO FLORIDA'S TURNPIKE

District: FDOT District 5

County: Osceola County

ETDM Number: 14563

Financial Management Number: 452574-1-22-01

Federal-Aid Project Number: N/A

Project Manager: Maria Serrano-Acosta

The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the Florida Department of Transportation (FDOT) pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022 and executed by the Federal Highway Administration and FDOT. Submitted pursuant 49 U.S.C. § 303.

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Summary and Approval

Resource Name	Facility Type	Property Classification	Owner/Official with Jurisdiction	Recommended Outcome	OEM SME Action
Florida National Scenic Trail	Recreational Hiking Trail	Park/Rec Area	USDA Forest Service, Southern Region	Exception/Exemption	Determination 08-07-2025
Adams Ranch	Conservation Area	Wildlife/Water Fowl Refuge	Adams Ranch Family Trust	Not Applicable	Determination 08-07-2025
Three Lakes Wildlife Management Area	Wildlife Management Area, Park/Recreationa l Area	Park/Rec Area, Wildlife/Water Fowl Refuge	Florida Fish and Wildlife Conservation Commission	Not Applicable	Determination 08-07-2025
Deluca Preserve	Conservation Area	Wildlife/Water Fowl Refuge	UF Foundation	Not Applicable	Determination 08-07-2025

Florida National Scenic Trail

Facility Type: Recreational Hiking Trail

Property Classification: Park/Rec Area

Address and Coordinates:

Address: SR 60 from River Ranch Blvd Trail to Three Lakes Access Road

Latitude: 27.778318 Longitude: - 81.126491

Description of Property:

The SR 60 Connector and Three Lakes Access Road Connector are part of the Florida National Scenic Trail (FNST) designated by the National Trails System Act of 1968 (Public Law 90-543) and supported by Florida Statute 260.012(6). The FNST is administered by the USDA Forest Service, Southern Region. The SR 60 Connector utilizes the existing roadway unpaved shoulders within FDOT owned right of way (ROW) from the River Ranch Blvd Trail in Polk County to Three Lakes Access Road. The total length of this connector is 5.3 miles with 4.7 miles located within the project limits. The SR 60 Connector it is not part of the FDOT Shared-Use Nonmotorized Trail Network.

The Three Lakes Access Road Connector shares the ROW of a dirt road owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF)/GFWFC. It is approximately 1.8 miles long travelling from SR 60, where it meets the SR 60 Connector, to the Three Lakes Wildlife Management Area. The primary function of the trail segments is recreational hiking.

The SR 60 Connector and Three Lakes Access Road Connector occupy transportation ROW without limitation to any specific location within that ROW. FNST users currently utilize the shoulders of SR 60 and Three Lakes Access Road and continuity will be maintained in the proposed condition.

Owner/Official with Jurisdiction: USDA Forest Service, Southern Region

Recommended Outcome: Exception/Exemption

Exception/Exemption Type: Certain trails, paths, bikeways, and sidewalks that meet one of the circumstances in 23 CFR 774.13(f)(1-4).

Exception/Exemption Justification:

The exception at 23 CFR 774.13(f)(3) applies because the trail is within a transportation ROW without limitation to any specific location and the continuity of the facility will be maintained.

OEM SME Determination Date: 08-07-2025

Adams Ranch

Facility Type: Conservation Area

Property Classification: Wildlife/Water Fowl Refuge

Address and Coordinates:

Address: State Rd-60, Okeechobee, FL, 34972, USA

Latitude: 27.69973 Longitude: -80.90432

Description of Property:

Adams Ranch is a privately owned working ranch with large areas of improved pasture used for beef cattle and sod production. There are four Conservation Easements (CE) on the ranch. CE#4 includes 8,897.34 acres and is bounded by SR 60 right-of-way (ROW), as shown in the attached map. CE#4 was granted to Board of Trustees of the Internal Improvement Trust Fund of the State of Florida on March 13, 2024 through the Rural and Family Lands Protection Program (RFLPP), which is administered by the Florida Department of Agriculture and Consumer Services (FDACS). The Deed of Conservation Easement is attached. The deed states that the purpose of the easement (i) to effect the RFLPP pursuant to Florida Statutes; (ii) to assure that the Property will be retained forever in its condition as a working landscape; (iii) to 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 (iv) to provide a relatively natural habitat for fish, wildlife, plants, or similar ecosystems.

The primary purpose of the RFLPP easement does not include the management of the property as a wildlife or water fowl refuge and does not require or include a management plan for natural resources. Additionally, the deed does not grant general public access and the land does not function as a public park or recreation area.

It should also be noted that the Adams Ranch lands along SR 60 to the east of CE#4 are part of a Florida Forever Board of Trustees project. However, the land has not been acquired. The 2025 Florida Forever Plan for Adams Ranch is attached.

Owner/Official with Jurisdiction: Adams Ranch Family Trust

Recommended Outcome: Not Applicable

Rationale:

Section 4(f) does not apply because Adams Ranch is privately owned. The primary purpose of the RFLPP easement does not include the management of the property as a wildlife or water fowl refuge and does not require or include a management plan for natural resources. Additionally, the deed does not grant general public access and the land does not function as a public park or recreation area. Therefore, Section 4(f) is not applicable.

OEM SME Determination Date: 08-07-2025

Three Lakes Wildlife Management Area

Facility Type: Wildlife Management Area, Park/Recreational Area

Property Classification: Park/Rec Area, Wildlife/Water Fowl Refuge

Address and Coordinates:

Address: 1702 Prairie Lakes Rd, Kenansville, FL, 34739, USA

Latitude: 27.92720 Longitude: -81.12634

Description of Property:

The Three Lakes Wildlife Management Area (WMA) is owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF) and the Florida Fish and Wildlife Conservation Commission (FWC). The Three Lakes WMA is managed by the FWC for the conservation of imperiled and more common wildlife, for fish- and wildlife-based public outdoor recreation, and to conserve the important natural communities on site that provide habitat for a wide range of species. The Three Lakes WMA Management Plan published June 2020 clearly shows that the boundary of the WMA is north of SR 60 (see attached excerpt from page 126 of the plan). The Three Lakes Access Road, owned by TIITF, is an unpaved road from SR 60 to the Three Lakes WMA. The proposed improvements will require right-of-way (ROW) acquisition from the TIITF/GFWFC ROW to accommodate widening; however, access to the Three Lakes WMA will be maintained.

Owner/Official with Jurisdiction: Florida Fish and Wildlife Conservation Commission

Recommended Outcome: Not Applicable

Rationale:

Section 4(f) is Not Applicable because the Three Lakes Access Road functions for transportation purposes and not a Section 4(f) use. There are no other protected 4(f) uses within the existing or proposed ROW. The road will continue to provide access to the WMA, and access to the WMA will be maintained during construction.

OEM SME Determination Date: 08-07-2025

Deluca Preserve

Facility Type: Conservation Area

Property Classification: Wildlife/Water Fowl Refuge

Address and Coordinates:

Address: 6900 S Kenansville Rd, Okeechobee, FL, 34972, USA

Latitude: 27.65451 Longitude: -80.88324

Description of Property:

The Deluca Preserve is privately owned by University of Florida (UF) Foundation, a 501(c)(3) nonprofit organization (Tax ID #59-0974739), and is managed for UF by the Institute of Food and Agricultural Sciences' (IFAS) Office of the Dean for Research. Deluca Preserve consists of approximately 27,000 acres of land with multiple uses including agriculture, education, and conservation. The entire preserve is in a Conservation Easement to Wetlands America Trust, Inc. (also known as Ducks Unlimited), which is a private non-profit organization. The Conservation Easement, attached, was designed to protect the conservation value of resources while enabling research and educational activities of this working landscape. The Conservation Easement does not grant general public access, and the land does not function as a public park or recreation area. The Conservation Easement notes that the property is on the Florida Forever Board of Trustee's (FFBOT) priority list (Pine Island Slough Project) but does not grant FFBOT any portion of the land. This information was confirmed via telephone call to Deluca Preserve's Land Manager. A telephone record is attached.

Owner/Official with Jurisdiction: UF Foundation

Recommended Outcome: Not Applicable

Rationale:

Section 4(f) does not apply to Deluca preserve because the preserve is privately owned and under private conservation easement. The property is also not open for public use.

OEM SME Determination Date: 08-07-2025

Resource Attachments

Florida National Scenic Trail

Section 4f Florida National Scenic Trail Map

Adams Ranch

Section 4f Adams Ranch Map

Adams Ranch Recorded Easement 03-15-2024

Adams Ranch Significant Natural Areas

Florida Forever Plan 2025 Adams Ranch

Three Lakes Wildlife Management Area

Section 4f Three Lakes Wildlife Management Area Map

Section_4f_WMA_Access_Road

Three Lakes WMA Management Plan 2020-2030, Page126

Deluca Preserve

Section 4f Deluca Preserve Map

Telephone Record Deluca Preserve

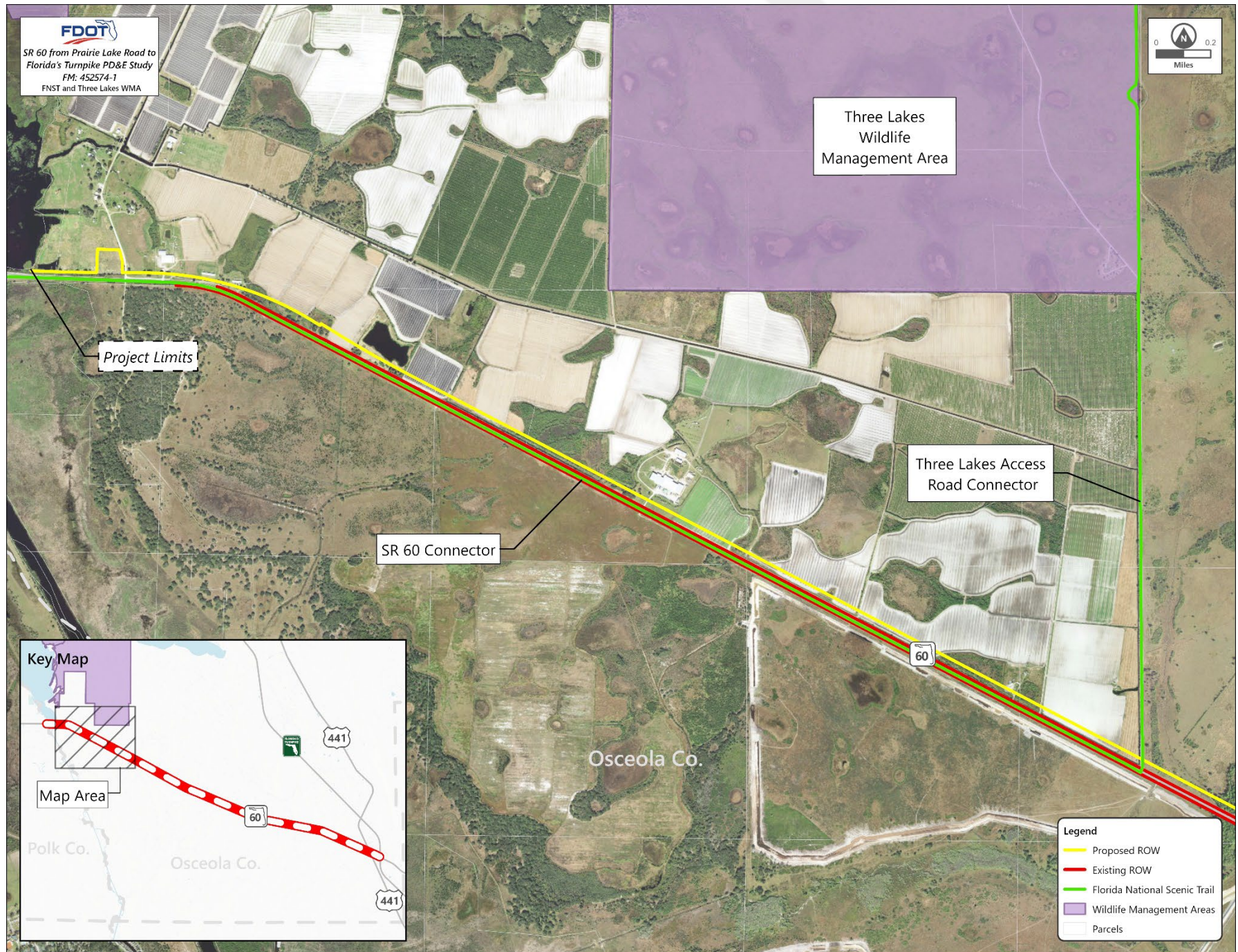
Deluca Preserve Conservation Easement 2020

Florida National Scenic Trail

Contents:

Section 4f Florida National Scenic Trail Map

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Adams Ranch

Contents:

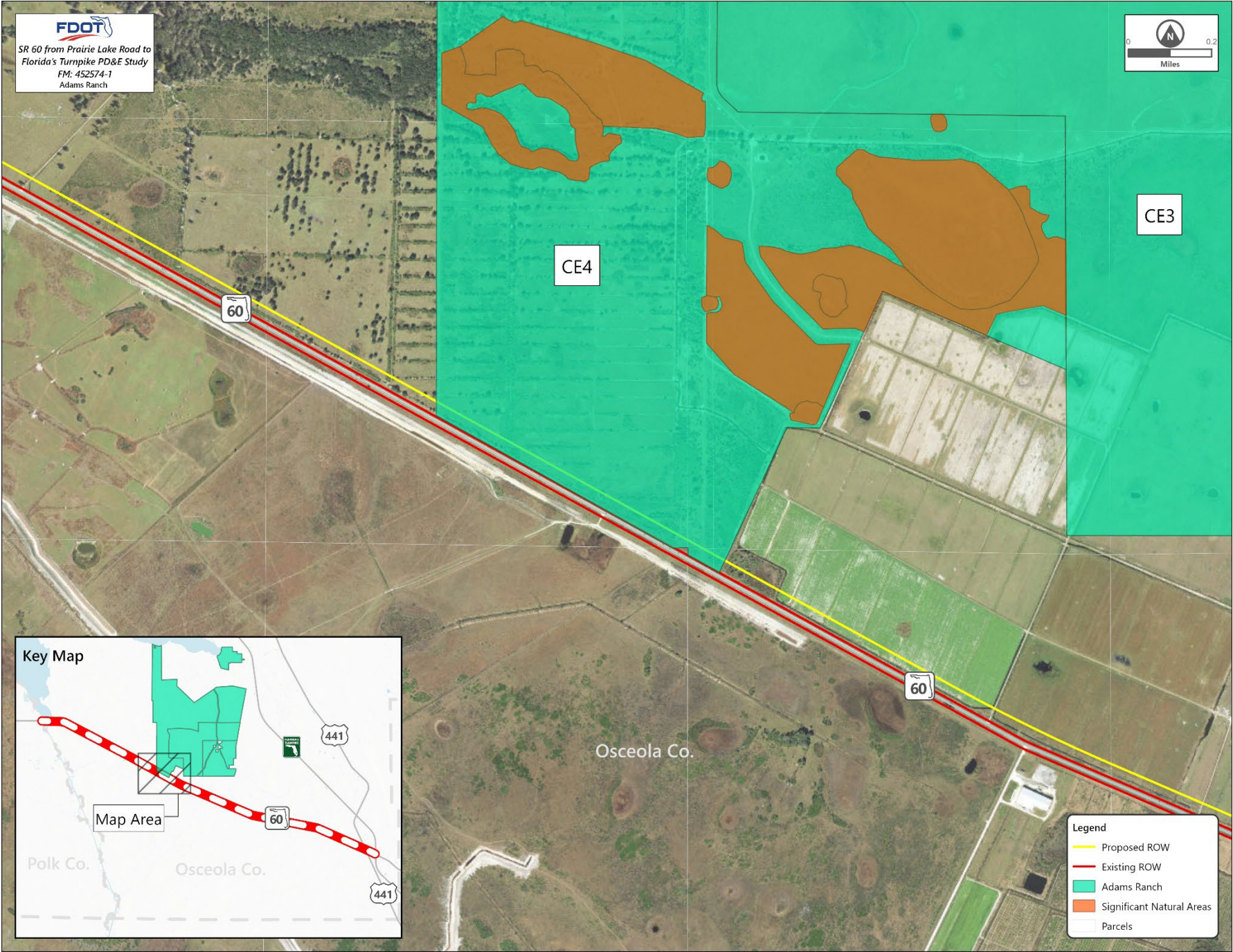
Section 4f Adams Ranch Map

Adams Ranch Recorded Easement 03-15-2024

Adams Ranch Significant Natural Areas

Florida Forever Plan 2025 Adams Ranch

DRAFT



This instrument prepared by and returned to:

Florida Forest Service
Rural and Family Lands Protection Program
c/o Amy Phillips
315 South Calhoun Street, Suite 500
Tallahassee Florida, 32301-1843

Project Name: Adams Ranch

County: Osceola

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this 13th day of March, 2024, by ADAMS RANCH, INC., a Florida corporation, whose address is 26003 Orange Avenue, Fort Pierce, Florida 34945, ("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, 315 Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843, ("Grantee").

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

NOTICES

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

Grantor's Address: Adams Ranch, Inc., c/o President, 26003 Orange Avenue Fort Pierce. Florida 34945

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

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in Osceola County, Florida, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference ("Property"), which is the subject of the terms of this Deed of Conservation Easement ("Easement").

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

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

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

E. The existing agricultural uses and conservation values of the Property are documented in the "Baseline Documentation Report" for the Property signed by Grantor and Grantee and dated 2/6/2024 ("Baseline Documentation Report" or "BDR"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this 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 and environmental education, at Grantor's sole discretion. The SNAs are identified on the map in Exhibit "B", attached hereto and incorporated herein by reference.

G. Grantee is an agency authorized under the provisions of Sections 570.71 and 704.06, Florida Statutes, to hold easements for the preservation and protection of agricultural lands threatened by conversion to other uses, as well as the promotion and improvement of wildlife habitat, protection and enhancement of water bodies, aquifer recharge areas, wetlands and watersheds, and perpetuation of open space on lands with SNAs.

H. Grantee agrees to honor the intentions of Grantor stated in this Easement and to preserve and protect in perpetuity the conservation 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 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 Sections 570.71 and 704.06, Florida Statutes, but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth, and the parties intending to be bound hereby agree as follows:

ARTICLE I. RECITALS

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

ARTICLE II. DURATION OF EASEMENT

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

ARTICLE III. PURPOSE OF EASEMENT

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

- Conservation and 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.
- Conservation and maintenance of soil productivity and control of soil erosion.
- Conservation and maintenance or improvement of the overall quality of the timber resource.
- Conservation and 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, consistent with the purposes for which this Easement is acquired.
- Conservation and 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 significant natural areas.
- Allow appropriate uses of the Property for activities which will provide long term economic sustainability consistent with this Easement.

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

ARTICLE IV. RIGHTS GRANTED TO THE GRANTEE

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

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

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

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

D. The right to conduct Inspections, annually or otherwise, to monitor Grantor's compliance with the terms and conditions of this Easement shall be in accordance with Rule 5I-7, F.A.C., and the "Monitoring Form," which is 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 and conditions of this Easement and, where applicable, Grantee will enforce the terms and conditions through a corrective action plan, as

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

E. The right to prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes or provisions of this Easement and to require the restoration of or to restore, at Grantor's expense, such areas or features of the Property that may be damaged by any inconsistent activity or use by (i) Grantor, (ii) Grantor's agents, guests, lessees, licensees or invitees on the Property, or (iii) any others on the Property with the express or implicit permission of Grantor.

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

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

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

I. The right to be indemnified by Grantor for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known to the Grantor to the best of Grantor's knowledge.

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

K. The right, but not the duty, to cut and remove timber in Grantee's sole discretion, if Grantor, within 60 days after written notice from Grantee, fails to

commence the cutting and removal of said timber damaged by natural disaster, fire, infestation, or the like. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.

ARTICLE V. PROHIBITED USES

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

A. Dumping of biodegradable or nonbiodegradable, toxic, unsightly, offensive or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery, toxic wastes or substances, pollutants or contaminants, or similar material including those defined by the Federal Solid Waste Disposal Act ("SWDA"), the Federal Clean Air Act ("CAA"), the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), 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 ("DEP"), and (iii) the governmental water management district applicable to or having jurisdiction over the Property ("Water Management District" or "WMD"), 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. 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 provisions 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. The 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 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 over or right to such substances, except for i) seismic or other non-invasive testing and the drilling for and extraction of oil, gas, and all other hydrocarbons under the property by slant or directional drilling from adjacent properties, so not to damage or interfere with the Conservation Purposes or Property; ii) as reasonably necessary to combat erosion or flooding; or iii) as necessary and lawfully allowed for the conduct of allowed activities.

C. 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. There shall be no activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, 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, subject to legally required permits and regulations.

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

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

F. 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 Conservation 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 Conservation Purposes.

G. 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 other activities allowed under this Easement, and except for linear facilities described in section 704.06(11), Florida Statutes. Provided, however, Grantee (i) may erect and maintain signs designating the Property as land under the protection of Grantee, and (ii) shall be entitled to recover from Grantor, 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)(b), Florida Statutes.

H. 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.

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

J. Any subdivision of the Property, except to the extent expressly reserved by Grantor hereinafter.

K. Commercial water wells on the Property.

L. Harvesting of cypress trees in the designated SNAs.

M. Construction or improvements in any SNA, except improvements for hunting allowed in Article VI, Paragraph M, and improvements reserved in Article VI, Paragraph R (subject to Grantee's prior written approval as stated therein), or conversion of any SNAs to more improved areas or more intense uses. 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. Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property.

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

ARTICLE VI. GRANTOR'S RESERVED RIGHTS

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

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

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

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

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

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

G. The right to continue to use, maintain, repair, and reconstruct, but not enlarge all existing buildings, barns, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, culverts and such other facilities on the Property as depicted in the

BDR. Expanding existing cow pens as necessary to conduct normal livestock operations on the Property shall be permitted, except within the SNAs as shown in the BDR.

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

K. The right to construct, after giving notice to Grantee, buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Such buildings shall not be used as residences. The construction of new fences and gates for managing livestock, except within the SNAs as shown in the BDR, does not require notice to Grantee.

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, horseback riding and other passive recreation that are consistent with the Conservation Purposes, as well as to use the Property for agritourism that is both related to agricultural uses reserved in this Easement and consistent with the Conservation Purposes. 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, and Grantor may lease and sell privileges of such rights.

N. The right to install connections to normal utility systems, such as electric, cable, water and sewer, communication and telephone that are consistent with the Conservation 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 is prohibited, unless approved by Grantee pursuant to Article VI, Paragraph H. Existing utilities may be replaced or repaired at their current location.

O. Grantor reserves the right to subdivide the Property into not more than two (2) individual parcels of not less than 1,339 acres each. Grantor shall provide legal descriptions for the two parcels upon subdivision of the Property. There shall be no further subdivision of the Property which is the subject of this Easement. It is understood by Grantor and Grantee that, if any or all of the two parcels are conveyed to Grantor's family members, the conveyances shall not be subject to the provisions of Article IX, Paragraph G.1.

P. The right to engage in ecosystem services markets ("ESM") under other programs provided such action shall not (i) adversely affect the interest granted under this Easement to Grantee, (ii) adversely affect Grantee's right of enforcement, (iii) be inconsistent with or defeat the Conservation Purposes, or (iv) provide payments to Grantor for rights granted to Grantee or existing restrictions on the use of the Property pursuant to this Easement.

No agreements relating to ESM shall be made regarding the Property that is or is likely to become inconsistent with the Conservation Purposes, terms of this Easement, or other documents incorporated by reference. If the Grantor wishes to enter into an ESM agreement, the Grantor will notify the Grantee of any proposed participation in ESM the Grantor deems compatible with the Conservation Purposes, terms of this Easement, and related documents and explain why it believes market participation is compatible. The Grantee will determine the compatibility of the market participation. If it is determined to be compatible, the Grantee will provide an approval and authorization letter to the Grantor. The Grantee may review and monitor all ESM participation for compatibility with the Conservation Purposes and reserves the right to modify or revoke Grantor's ESM approval if such action is required to protect the Conservation Purposes.

Q. The right to conduct mechanical brush management, including roller-chopping, in an SNA consistent with the Conservation Purposes and perpetual protection of the ecological values of the SNA, and consistent with all applicable wildlife BMPs and conservation practices for brush management.

R. The right to construct, install and maintain fencing, gates, firebreaks, and water control infrastructure in any SNA, as identified in the BDR, after notice to and written approval of Grantee. This provision does not allow the enlargement of existing drainage ditches or creation of new drainage ditches.

ARTICLE VII. GRANTEE'S REMEDIES

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

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

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

D. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights

under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

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

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

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

ARTICLE VIII. PUBLIC ACCESS

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

B. **Scientific, Environmental, Conservation, Educational Organizations.** Notwithstanding the foregoing, Grantor, in its sole discretion, may grant to scientific, environmental, conservation and educational organizations the right to enter upon the Property or adjoining property of Grantor to conduct scientific or educational investigations or studies consistent with the Conservation Purposes, on such terms as Grantor, in its sole discretion, may determine.

ARTICLE IX. MISCELLANEOUS

A. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and

maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

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

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

D. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article IX, Paragraphs C and E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

E. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

F. Assignment. This Easement is transferable by Grantee, but Grantee may assign its rights and obligations under this Easement only to a governmental entity with the legal capacity to monitor and enforce the provisions of this Easement. As a condition of such transfer, Grantee shall require that the terms and conditions of this Easement continue and are carried out in perpetuity.

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

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

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

b. In addition, if Grantor receives an unsolicited, but acceptable, offer from a prospective buyer to purchase the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantee notice of Grantor's intent to accept the offer, including the names and addresses of any party to whom the Property is to be transferred, a description of the land to be transferred, and all relevant terms of the offer received, such that Grantee receives the notice at least five (5) business days prior to execution of a contract for such sale (Grantor agrees that any such contract for sale shall be made expressly subject to Grantee's right to negotiate for the purchase of the Property provided in Paragraph 1.c. below).

c. Under notice provided pursuant to Paragraphs 1.a. and 1.b. above, Grantor shall, in good faith, afford Grantee an opportunity to negotiate the acquisition of the Property, or such portion thereof or interest therein that Grantor intends to sell. If Grantee desires to negotiate the acquisition of the Property, or such portion thereof or interest therein, Grantee shall so notify Grantor within 30 days after receipt of Grantor's notice of intent. If (i) Grantor and Grantee are unable, in good faith to agree to terms of an acquisition of the Property, or such interest therein or portion thereof as applicable, within 45 days thereafter, or (ii) as a result of a breach by Grantee of one or more terms of the acquisition agreement negotiated by the parties hereto, the transaction

to purchase the Property does not close within nine (9) months of Grantee's notice to Grantor exercising its rights under this paragraph, then Grantor may sell the Property free of the right granted in this Article IX, Paragraph G.

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

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

3. Continuation of Agricultural Production. As a condition of any Property transfer, Grantor shall deliver certified notice in writing to the prospective transferee that the Property must continue to be used for bona fide agricultural production purposes in accordance with this Easement. In addition, Grantor will incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests 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 hereby agrees to request in writing at least 45 days prior to sale, mortgage, transfer or long term (five years or longer) lease of the Property, or any portion thereof, a written statement from Grantee stating that Grantor is in compliance with the terms and conditions of this Easement, or if Grantor is not in compliance with the terms and conditions of this Easement, stating what violations of this Easement exist. Grantee agrees in such cases or at any other time, to acknowledge, execute and deliver to Grantor or to any mortgagee, transferee, purchaser, or lessee such a written statement concerning compliance within 45 days from receipt by Grantee of a written request therefore. 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 the sale, and/or the transfer of title of the Property to a party other than the current legal owner, Grantor will immediately notify Grantee. Thereafter, Grantee will meet 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 to the terms and conditions 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 covenants and 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.

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

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

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

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

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

M. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grantee to effect the Conservation Purposes and the policy and purpose of Section 704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation 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. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

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

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

R. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's 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.

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

T. **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.

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

[Signatures on Following Pages]

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

Witnesses:

[Signature]
Signature of first witness

FRANK H. FIFE, IV
Printed name of first witness

Address of first witness:
26 Orange Ave. Lehigh
Fort Pierce, FL 34950

[Signature]
Signature of second witness

Lisa L. Bolton
Printed name of second witness

Address of second witness:
426 Avenue A
Fort Pierce FL 34950

STATE OF FLORIDA
COUNTY OF St. Lucie

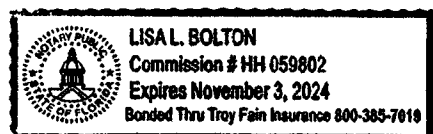
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Michael L. Adams, as President and on behalf of Adams Ranch, Inc., a Florida corporation, by means of ☒ physical presence or ☐ online notarization, ☒ who is personally known to me or ☐ who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and 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 11th day of March, 2024.

NOTARY PUBLIC

My Commission Expires:

[Signature]
Signed
Lisa L. Bolton
Printed



20

Rev 1/12/2023

Witnesses:

Deborah Miller
Signature of first witness

Deborah Miller
Printed name of first witness

Address of first witness:
315 South Calhoun Street, Suite 500,
Tallahassee, Florida 32301

Bret Haler
Signature of second witness

Bret Haler
Printed name of second witness

Address of second witness:
315 South Calhoun Street, Suite 500,
Tallahassee, Florida 32301

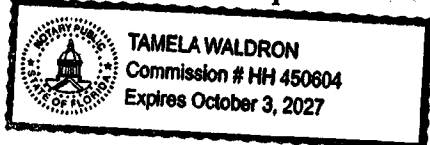
STATE OF FLORIDA
COUNTY OF LEON

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, Joey Hicks, 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 16 day of March, 2024.

NOTARY PUBLIC

My Commission Expires: 10-3-2027



Signed

Printed

GRANTEE:

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

By: FLORIDA DEPARTMENT OF
AGRICULTURE AND
CONSUMER SERVICES

By: Joey B. Hicks
DIRECTOR, DIVISION OF
ADMINISTRATION

SCHEDULE OF EXHIBITS

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

Exhibit "A"**PARCEL 1:**

That part of Sections 32, 33, and 34, Township 30 South, Range 33 East AND that part of Sections 3, 4, and 5, Township 31 South, Range 33 East, lying west of Peavine Road, all being in Osceola County, Florida, and being more particularly described as follows: Beginning at the southeast corner of said Section 5, also being the southwest corner of said Section 4; thence North 89°31'31" West, along the south line of said Section 5, a distance of 908.57 feet; thence North 12°50'34" East, 2,295.95 feet to the beginning of a tangential curve concave to the west, said curve having a radius of 618.05 feet, a central angle of 15°19'35", a chord distance of 164.83 feet and a chord bearing of North 05°10'46" East; thence Northerly along said curve an arc length of 165.33 feet; thence North 02°29'01" West, tangent to said curve, 79.59 feet to the beginning of a tangential curve concave Easterly, said curve having a radius of 248.05 feet, a central angle of 23°49'46", a chord distance of 102.42 feet and a chord bearing of North 09°25'52" East; thence Northerly along said curve an arc length of 103.17 feet; thence North 21°20'45" East, tangent to said curve, 361.72 feet to the beginning of a tangential curve concave Westerly, said curve having a radius of 618.05 feet, a central angle of 30°35'20", a chord distance of 326.06 feet and a chord bearing of North 06°03'05" East; thence Northerly along said curve an arc length of 329.96 feet; thence North 21°20'45" East, tangent to said curve, 361.72 feet; thence North 09°14'36" West, 1,291.93 feet to the beginning of a tangential curve concave Easterly, said curve having a radius of 218.05 feet, a central angle of 04°54'27", a chord distance of 18.67 feet and a chord bearing of North 06°47'22" West; thence Northerly along said curve an arc length of 18.68 feet; thence North 04°20'08" West, tangent to said curve, 1,413.70 feet; thence North 04°07'19" West, 1,847.00 feet; thence North 05°16'37" West, 196.91 feet to the beginning of a tangential curve concave Westerly, said curve having a radius of 869.08 feet, a central angle of 26°27'30", a chord distance of 397.77 feet and a chord bearing of North 18°30'22" West; thence Northerly along said curve an arc length of 401.33 feet; thence North 31°44'07" West, tangent to said curve, 1,022.10 feet; thence North 31°33'48" West, 1,022.15 feet; thence North 57°19'54" East, 1,024.45 feet; thence South 08°51'42" East, 154.37 feet; thence North 84°12'40" East, 3,728.98 feet; thence North 84°04'11" East, 1,013.80 feet; thence South 77°42'26" East, 1,114.52 feet; thence South 77°44'20" East, 2,974.73 feet to a point on the west line of the right-of-way of Peavine Road, Johnston's Engineers, Inc., Job Number 151, dated 7-10-1975; thence along said west right-of-way line the following two (2) calls: 1) South 10°03'01" West, 4,665.22 feet; 2) thence South 10°00'50" West, 5,578.67 feet to its intersection with a point on the south line of said Section 3; thence South 89°58'06" West, along said south line, 608.07 feet to the southwest corner of said Section 3, also being the southeast corner of said Section 4; thence South 89°37'04" West, along the south line of said Section 4, a distance of 5,337.86 feet to the said Point of Beginning.

AND

PARCEL 2:

That part of Sections 14, 23, 26, 35, and 36, Township 30 South, Range 32 East AND that part of Sections 1, 2, 11, 12, 13, 14, 23, 24, and 25, Township 31 South, Range 32 East, lying north of State

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Road 60 AND that part of Sections 31, and 32, Township 30 South, Range 33 East AND Section 5, 6, and 7, Township 31 South, Range 33 East, lying north of State Road 60, all being in Osceola County, Florida, and being more particularly described as follows: Beginning at the southwest corner of said Section 35; thence North 00°08'36" East, along the west line of said Sections 35, 26, 23, and 14, Township 30 South, Range 32 East, as described in the Boundary Line Agreement document recorded in Official Records Book 4830, Page 2119, Public Records of Osceola County, Florida, a distance of 15,989.65 feet, to the southeast corner of said Section 14; thence continue North 00°08'36" East, along the west line of said Section 14, a distance of 387.66 feet to its intersection with a point on the approximate Ordinary High Water Line of Lake Marian; thence Southeasterly and Northeasterly along said Ordinary High Water Line to a point lying South 89°04'38" East, 2,650.89 feet from the point of intersection of the west line of said Section 14 and the approximate Ordinary High Water Line of Lake Marian; thence South 00°22'42" West, 1,484.97 feet; thence South 00°17'29" East, 263.02 feet; thence South 00°30'10" West, 1,987.09 feet; thence South 00°12'41" West, 1,739.45 feet; thence South 00°50'37" East, 1,729.56 feet; thence South 00°49'18" East, 3,019.87 feet; thence North 86°55'28" East, 4,273.52 feet; thence North 83°16'49" East, 422.04 feet; thence South 01°04'52" West, 2,226.08 feet; thence South 47°30'45" East, 3,483.52 feet; thence South 42°47'17" East, 644.83 feet; thence South 43°00'38" East, 1,229.60 feet; thence South 43°07'37" East, 1,251.36 feet; thence North 58°50'54" East, 1,358.75 feet; thence North 56°11'05" East, 1,126.80 feet; thence North 56°38'43" East, 1,540.68 feet; thence North 57°23'27" East, 2,013.23 feet; thence North 57°26'02" East, 1,167.56 feet; thence South 31°33'48" East, 1,018.70 feet; thence South 31°44'07" East, 1,022.40 feet to the beginning of a tangential curve concave to the southwest, said curve having a radius of 669.08 feet, a central angle of 26°27'30", a chord distance of 306.24 feet and a chord bearing of South 18°30'22" East; thence Southerly along said curve an arc length of 308.97 feet; thence South 05°16'37" East, tangent to said curve, 194.89 feet; thence South 04°07'19" East, 1,845.36 feet; thence South 04°20'08" East, 1,414.07 feet to the beginning of a tangential curve concave to the east, said curve having a radius of 418.05 feet, a central angle of 04°54'27", a chord distance of 35.80 feet and a chord bearing of South 06°47'22" East; thence Southerly along said curve an arc length of 35.81 feet; thence South 09°14'36" East, tangent to said curve, 1,291.93 feet to the beginning of a tangential curve concave to the west, said curve having a radius of 418.05 feet, a central angle of 30°35'20", a chord distance of 220.55 feet and a chord bearing of South 06°03'05" West; thence Southerly along said curve an arc length of 223.19 feet; South 21°20'45" West, tangent to said curve, 361.72 feet to the beginning of a tangential curve concave to the east, said curve having a radius of 448.05 feet, a central angle of 23°49'46", a chord distance of 185.01 feet and a chord bearing of South 09°25'52" West; thence Southerly along said curve an arc length of 186.35 feet; thence South 02°29'01" East, tangent to said curve, 79.59 feet to the beginning of a tangential curve concave to the west, said curve having a radius of 418.05 feet, a central angle of 15°19'35", a chord distance of 111.49 feet and a chord bearing of South 05°10'46" West; thence Southerly along said curve an arc length of 111.83 feet; thence South 12°50'34" West, tangent to said curve, 2,339.81 feet to a point on the south line of said Section 5; thence North 89°31'31" West, along said south line, 4,191.27 feet to the southwest corner of said Section 5, also being the southeast corner of said Section 6; thence North 89°31'31" West, along the south line of said Section 6, a distance of 1,244.26 feet; thence South 02°48'32" East, 2,677.73 feet; thence North 72°42'32" West, 2,293.47 feet; thence North 85°49'10" West, 3,247.00 feet; thence South 49°12'33" West, 20.33 feet; thence South 88°01'29" West, 3,705.21 feet; thence South 77°00'36" West, 74.89 feet; thence South 01°00'01"

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East, 732.11 feet to the beginning of a tangential curve concave to the east, said curve having a radius of 100.01 feet, a central angle of 30°08'43", a chord distance of 52.01 feet and a chord bearing of South 16°04'23" East; thence Southerly along said curve an arc length of 52.62 feet; thence South 31°08'45" East, tangent to said curve, 927.44 feet to the beginning of a tangential curve concave to the west, said curve having a radius of 375.04 feet, a central angle of 28°36'11", a chord distance of 185.29 feet and a chord bearing of South 16°50'39" East; thence Southerly along said curve an arc length of 187.23 feet; thence South 02°32'34" East, tangent to said curve, 98.87 feet to the beginning of a tangential curve concave to the west, said curve having a radius of 2300.27 feet, a central angle of 11°48'13", a chord distance of 473.04 feet and a chord bearing of South 03°21'32" West; thence Southerly along said curve an arc length of 473.88 feet; thence South 09°15'39" West, tangent to said curve, 1,172.76 feet to the beginning of a tangential curve concave to the east, said curve having a radius of 400.05 feet, a central angle of 8°27'27", a chord distance of 59.00 feet and a chord bearing of South 05°01'55" West; thence Southerly along said curve an arc length of 59.05 feet; thence South 00°48'12" West, tangent to said curve, 1,519.82 feet; thence South 00°28'19" West, 3,239.56 feet to the beginning of a tangential curve concave to the east, said curve having a radius of 270.03 feet, a central angle of 47°17'41", a chord distance of 216.62 feet and a chord bearing of South 23°10'32" East; thence Southerly along said curve an arc length of 222.90 feet; thence South 46°49'22" East, tangent to said curve, 257.46 feet; thence South 89°19'10" East, 4,142.15 feet; thence South 00°11'59" East, 2,652.24 feet; thence North 66°50'32" West, 344.22 feet; thence South 83°38'59" West, 494.19 feet; thence South 31°54'32" West, 385.22 feet; thence North 65°49'58" West, 1,391.51 feet; thence South 23°31'11" West, 1,752.10 feet; thence North 66°07'43" West, 133.24 feet; thence South 24°31'16" West, 30.50 feet; thence South 86°21'36" West, 46.05 feet; thence North 81°17'01" West, 407.94 feet; thence South 22°16'31" West, 1,741.60 feet; thence South 28°26'27" West, 359.94 feet to a point on the northerly line of the right-of-way of State Road 60; thence North 61°10'40" West, along said northerly right-of-way line, 495.53 feet to its intersection with a point on the west line of said Section 25; thence North 00°28'17" West, along said west line, 194.84 feet to the northwest corner of said Section 25, also being the southeast corner said Section 23; thence South 89°37'35" West, along the south line of said Section 23, a distance 348.34 feet to its intersection with a point on the northerly line of the right-of-way of State Road 60; thence North 61°10'40" West, along said northerly right-of-way line, 1,194.22 feet; thence North 61°10'10" West, continuing along said northerly right-of-way line, 8.45 feet; thence North 28°51'30" East, 176.61 feet; thence South 61°08'30" East, 21.43 feet; thence North 81°45'54" East, 356.11 feet; thence North 28°51'30" East, 222.17 feet to the beginning of a tangential curve concave to the southwest, said curve having a radius of 104.80 feet, a central angle of 94°39'00", a chord distance of 154.10 feet and a chord bearing of North 18°27'53" West; thence Northerly along said curve an arc length of 173.12 feet; thence North 02°02'38" East, tangent to said curve, 10.08 feet; thence North 87°53'16" West, 20.26 feet; thence South 02°52'31" West, 7.90 feet; thence North 87°57'22" West, 803.74 feet; thence South 28°51'30" West, 97.67 feet; thence South 07°29'36" East, 114.26 feet; thence South 61°08'30" East, 333.31 feet; thence South 28°51'30" West, 158.53 feet to a point on the northerly line of the right-of-way of State Road 60; thence North 61°08'30" West, along said northerly right-of-way line, 1,791.80 feet to the aforesaid Boundary Agreement Line recorded in Official Records Book 4830, Page 2119; thence North 00°00'00" East, along said Boundary Agreement Line, 14,467.86 feet; thence South 90°00'00" West, along the said Boundary Agreement Line, 1,173.07 feet; thence North 00°00'00" East, along

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said Boundary Agreement Line, 6,535.64 feet; thence North 89°53'35" West, along the said Boundary Agreement Line, 159.71 feet to the said Point of Beginning.

ACCESS EASEMENT BETWEEN PARCELS 1 AND 2:

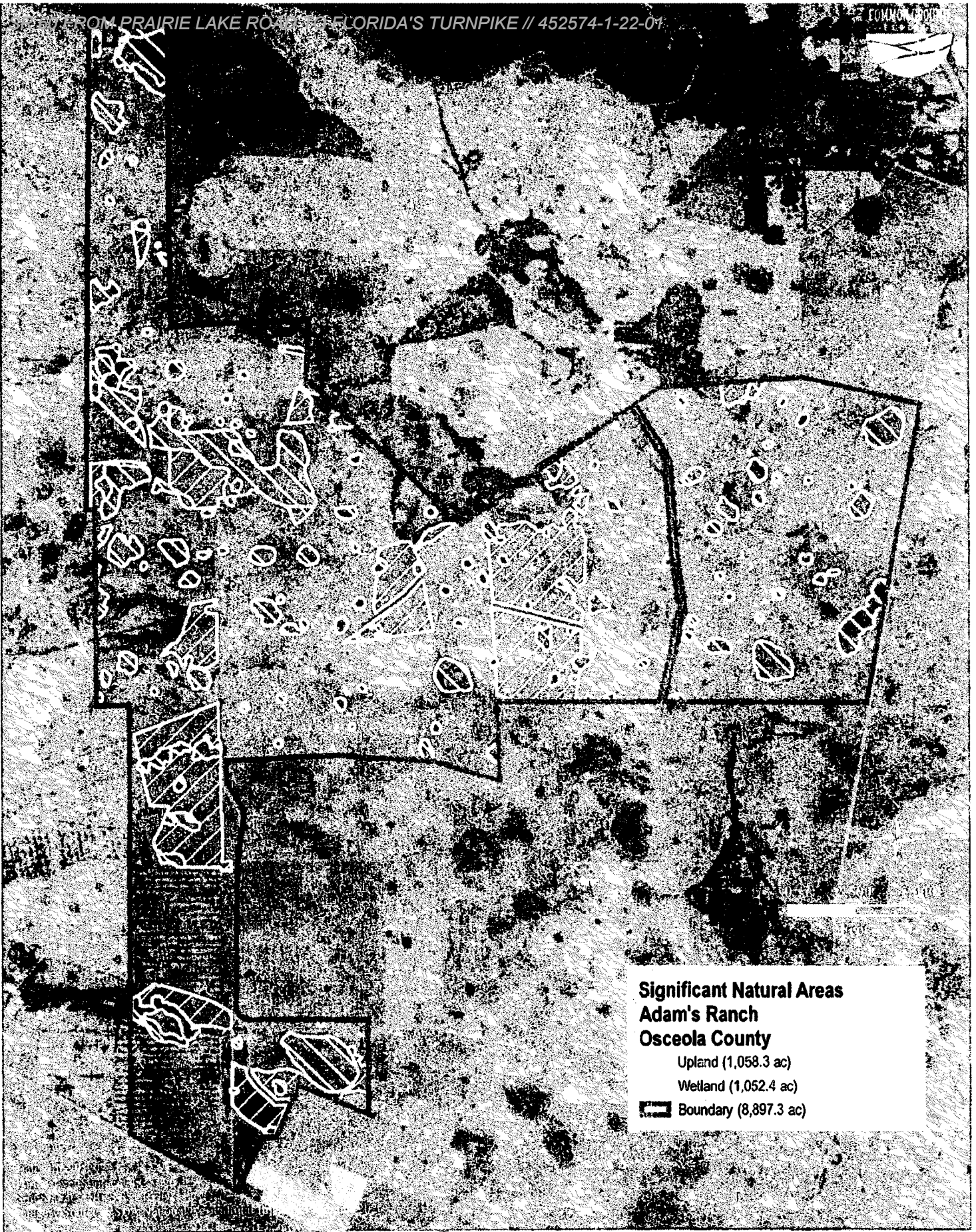
TOGETHER WITH a 30-foot wide ingress and egress easement over and across that part of Section 5, Township 31 South, Range 33 East, Osceola County, Florida, the centerline of said easement being more particularly described as follows: Commence at the southeast corner of said Section 5; thence North 89°31'31" West, along the south line of said Section 5, a distance of 908.57 feet; thence North 12°50'34" East, 1,194.23 feet to the Point of Beginning of the easement being described; thence South 89°09'28" West, 171.32 feet; thence North 56°42'02" West, 35.80 feet to the Point of Terminus of said easement centerline.

The sidelines of said easement are to be extended or shortened to meet at angle points, and to terminate on the common boundary lines.

LESS AND EXCEPT EXCLUDED PARCEL:

That part of Section 23, Township 30 South, Range 32 East, lying in Osceola County, Florida, and being more particularly described as follows: Commence at the northwest corner of said Section 23; thence South 89°39'52" East, along the north line of said Section 23, a distance of 530.17 feet; thence South 00°20'08" West, 145.33 feet to the Point of Beginning of the parcel being described; thence North 90°00'00" East 318.09 feet; thence South 06°15'00" West, 690.04 feet; thence North 90°00'00" West, 318.09 feet; thence North 06°15'00" East, 690.04 feet to the said Point of Beginning

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Osceola County, Florida
2/26/2024





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



WILTON SIMPSON
COMMISSIONER

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

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

CONSERVATION EASEMENT PROJECT: _____ ACRES: _____

FDACS CONTRACT #: _____ COUNTY: _____

LANDOWNER(S)/REPRESENTATIVE(S): _____

MONITOR: _____ MONITORING DATE: _____

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

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

PURPOSE OF MONITORING SITE INSPECTION:

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

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

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

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

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

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

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

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

LANDOWNER REMARKS

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

MONITOR REMARKS

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

REPORT PREPARATION

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

REPORT REVIEW (To Be Completed at FFS State Office)

Purpose of Monitoring Report Review:

To assure the site inspection complies with all monitoring requirements.

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

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

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

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

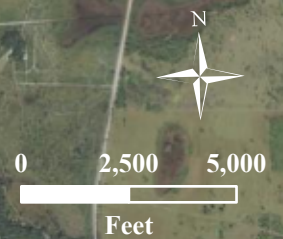
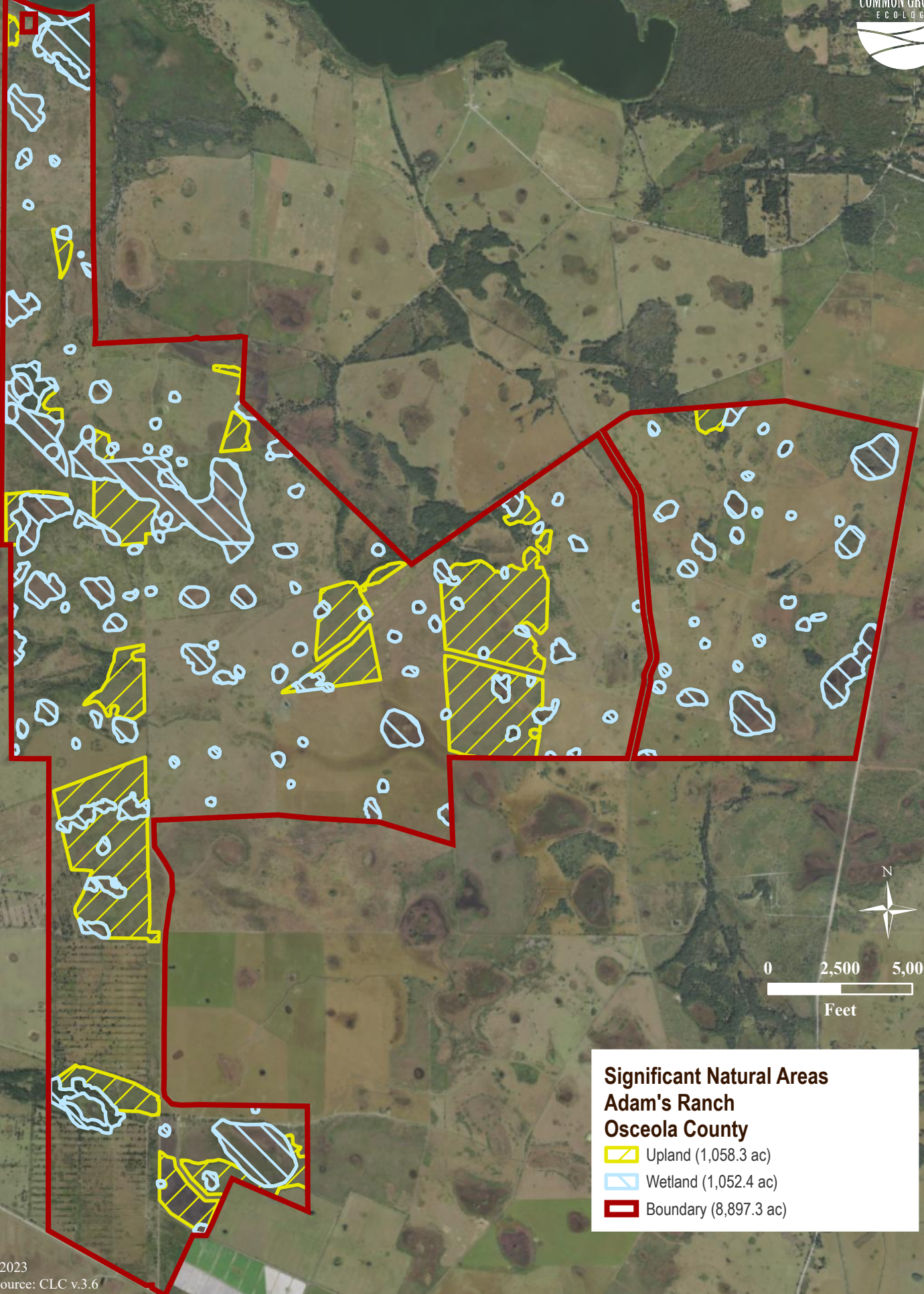
To review any suggested updates to the property's baseline inventory, for purposes of the Baseline Documentation Report.

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



REPORT ACCEPTANCE

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

	PRINT NAME	SIGNATURE	DATE
REVIEWER			
FFS DIRECTOR			



**Significant Natural Areas
Adam's Ranch
Osceola County**

-  Upland (1,058.3 ac)
-  Wetland (1,052.4 ac)
-  Boundary (8,897.3 ac)

Adams Ranch

Less-Than-Fee
Osceola and St. Lucie County

<i>Year Added to Priority List</i>	2007
<i>Project Acres</i>	34,540
<i>Acquired Acres</i>	10,423
<i>Remaining Project Acres</i>	24,117
<i>2024 Assessed Value of Remaining Acres</i>	\$104,592,717

Purpose for State Acquisition

The goal of the Adams Ranch Florida Forever project is to protect the site’s open rangeland, native prairie and portions of working ranchland managed to allow for the continued protection of rare and imperiled species. The project will also buffer the Three Lakes Wildlife Management Area from development and landscape fragmentation and facilitate resource management practices.

General Description

The Adams Ranch project is comprised of two disjunct parcels in southern Osceola County and northern St. Lucie County. Adams Ranch is a working ranch with large areas of improved pasture used for beef cattle and sod production.

The northwestern boundary fronts Lake Marian for 1.3 miles. The project stretches east through the center of the entire Adams Ranch holding, which is bracketed to the north and south with Adams Ranch, Inc. property and bounded on the east by Peavine Road. Avon Park Air Force Range and the Bombing Range Ridge Florida Forever project is no more than 10 miles to the west of the project. The Mills Ranch and Escape Ranch conservation easements (St. Johns River Water Management District) lie approximately 3.5 miles to the east. Kissimmee Prairie Preserve State Park is approximately 8.5 miles to the south.

The natural communities present within the matrix of improved pasture include basin marsh, depression marsh, dome swamp, dry prairie, mesic flatwoods, prairie hammock and scrubby flatwoods. Many of these are in good condition, even though they are impacted by cattle and a network of roads and drainage ditches that have altered the hydrology.

Nearly 60 percent of the area is designated by the Florida Fish and Wildlife Conservation Commission as a Strategic Habitat Conservation Area for listed species. Adams Ranch also provides habitat for many neotropical migrant bird species and game species like wild turkey (*Meleagris gallopavo*) and northern bobwhite (*Colinus virginianus*).



FNAI Element Occurrence Summary

<u>FNAI Elements</u>	<u>Score</u>
Eastern indigo snake	G3/S2?
Gopher tortoise	G3/S3
Swallow-tailed kite	G5/S2
Bald eagle	G5/S3
Wood stork	G4/S2
Florida burrowing owl	G4T3/S3
Bachman's sparrow	G3/S3
Crested caracara	G5/S2
Snowy egret	G5/S3
Southeastern fox squirrel	G5T5/S3
Osprey	G5/S3S4
Little blue heron	G5/S4

Public Use

Adams Ranch is proposed for less-than-fee acquisition and does not provide for public access. Due to the lack of public access, there will not be any public resource-based outdoor recreation potential for the project.

Acquisition Planning

Adams Ranch was originally part of a larger proposal (55,000 acres) submitted to the Conservation and Recreational Lands program in 1986 by the Florida Natural Areas Inventory. A portion of the original proposal is now part of Three Lakes Wildlife Management Area, but the majority remains in private ownership.

2007

On June 15, 2007, the Acquisition and Restoration Council (ARC) added Adams Ranch to the Group A of the Florida Forever Priority List. This less-than-fee project was sponsored by The Nature Conservancy (TNC) in a proposal submitted on December 29, 2006, with 11,023 acres. After a request from landowners to remove the 4-H Ranch, the project had about 7,159 acres and a tax assessed value of \$10,638,040.

2010

In 2010, the Florida Department of Agriculture and Consumer Services (FDACS) closed on a 795-acre easement owned by the Adams family for \$1,603,510. A portion of this Rural and Family Lands Protection Program (RFLPP) easement acquisition (698 acres) was within the boundary of this Florida Forever project.

2011

On December 9, 2011, ARC placed this project into the Less-than-Fee category.





2015

In 2015, FDACS/RFLPP closed on an additional 1,536 acres, 154 of which were within the project boundary.

On October 9, 2015, the U.S. Fish and Wildlife Service (USFWS) established the Adams Ranch conservation easement (662.73 acres).

2017

On December 15, 2017, ARC approved reduction of the project boundary by 3,898 acres. The Department of Environmental Protection (DEP) received a request from the new owners of what had been the 4-H Ranch, the Bexley Ranch Land Trust, to remove the land they had purchased from the project boundary. This change eliminates a potential connection to the Three Lakes Wildlife Management Area. The project still connects the existing FDACS and USFWS Adams Ranch conservation easements to the southeast.

2021

On October 8, 2021, ARC members approved the Adams Ranch II proposal and voted to add 27,342 acres in Osceola and St. Lucie counties to the boundary of the Adams Ranch project.

Coordination

TNC and Osceola County are partners in this project.

Management Policy Statement

As a less-than-fee acquisition, Adams Ranch would be managed for conservation purposes by the landowner as outlined in the conservation easement.

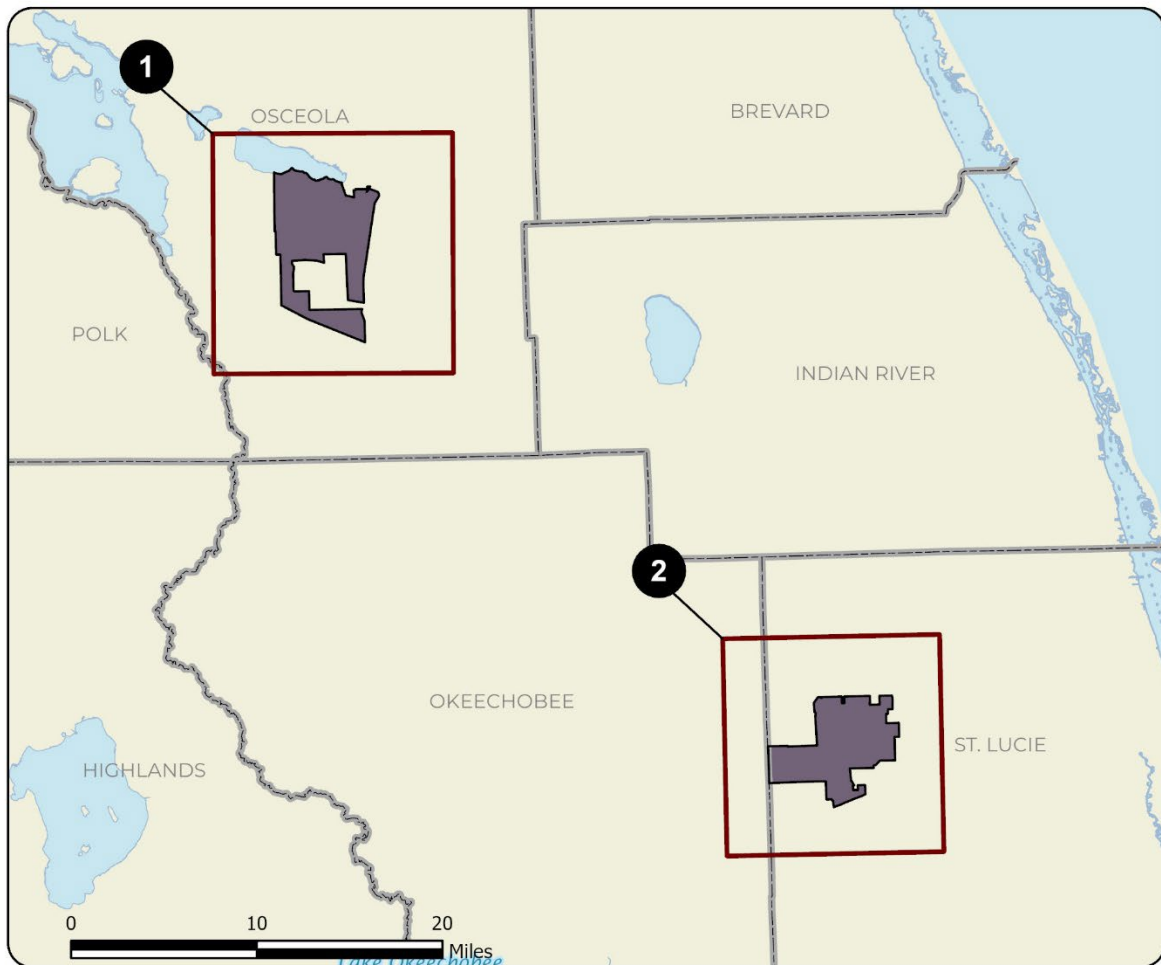
Manager(s)

If acquired as less-than-fee, management of Adams Ranch would remain with the landowner. Periodic monitoring of the site's management to confirm continued compliance with the conditions of the conservation easement would be coordinated by DEP's Division of State Lands.

Management Prospectus

DEP's Division of State Lands will periodically monitor the conservation easement, while the management will be conducted by the property owner.

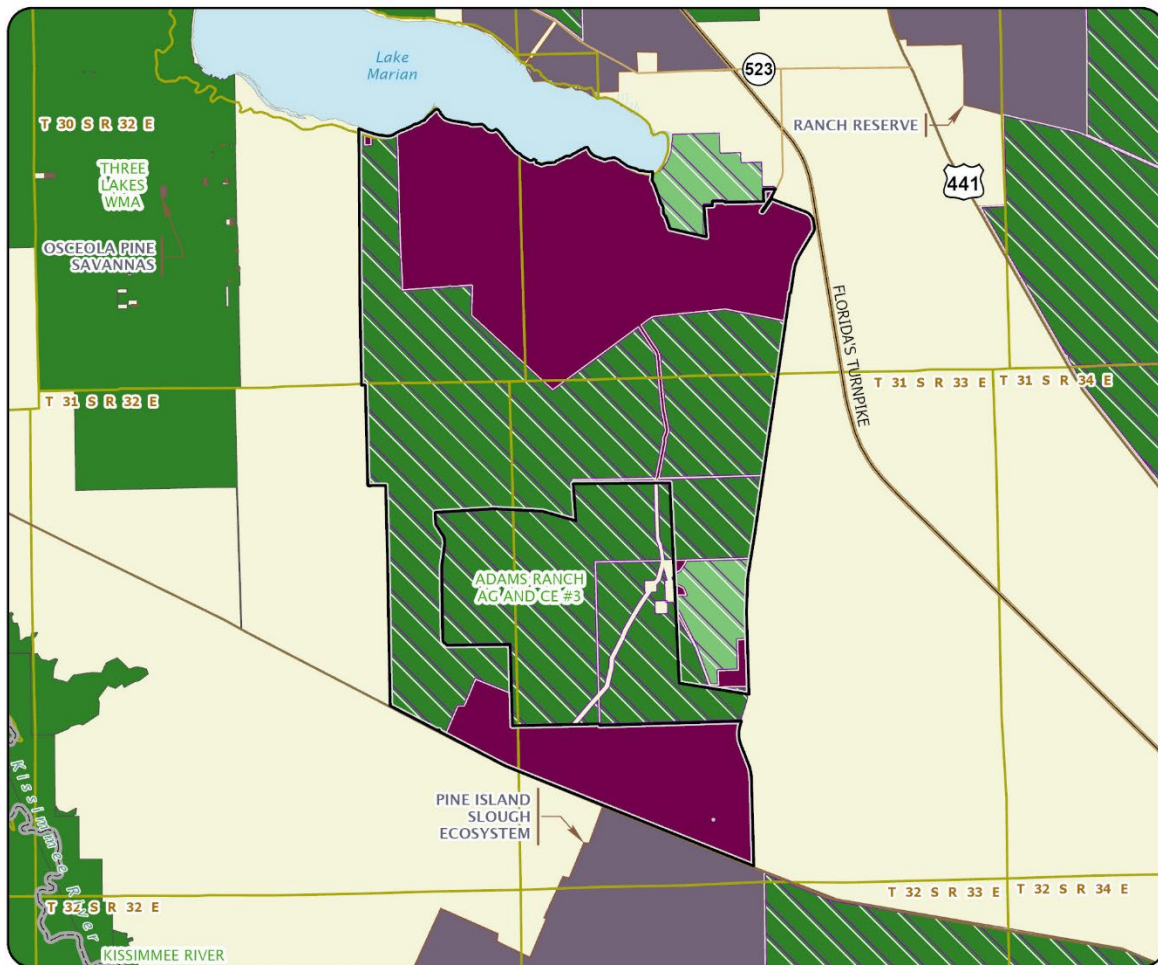




ADAMS RANCH: OVERVIEW

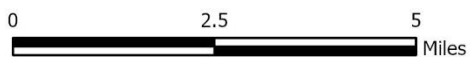
OSCEOLA AND ST. LUCIE COUNTIES

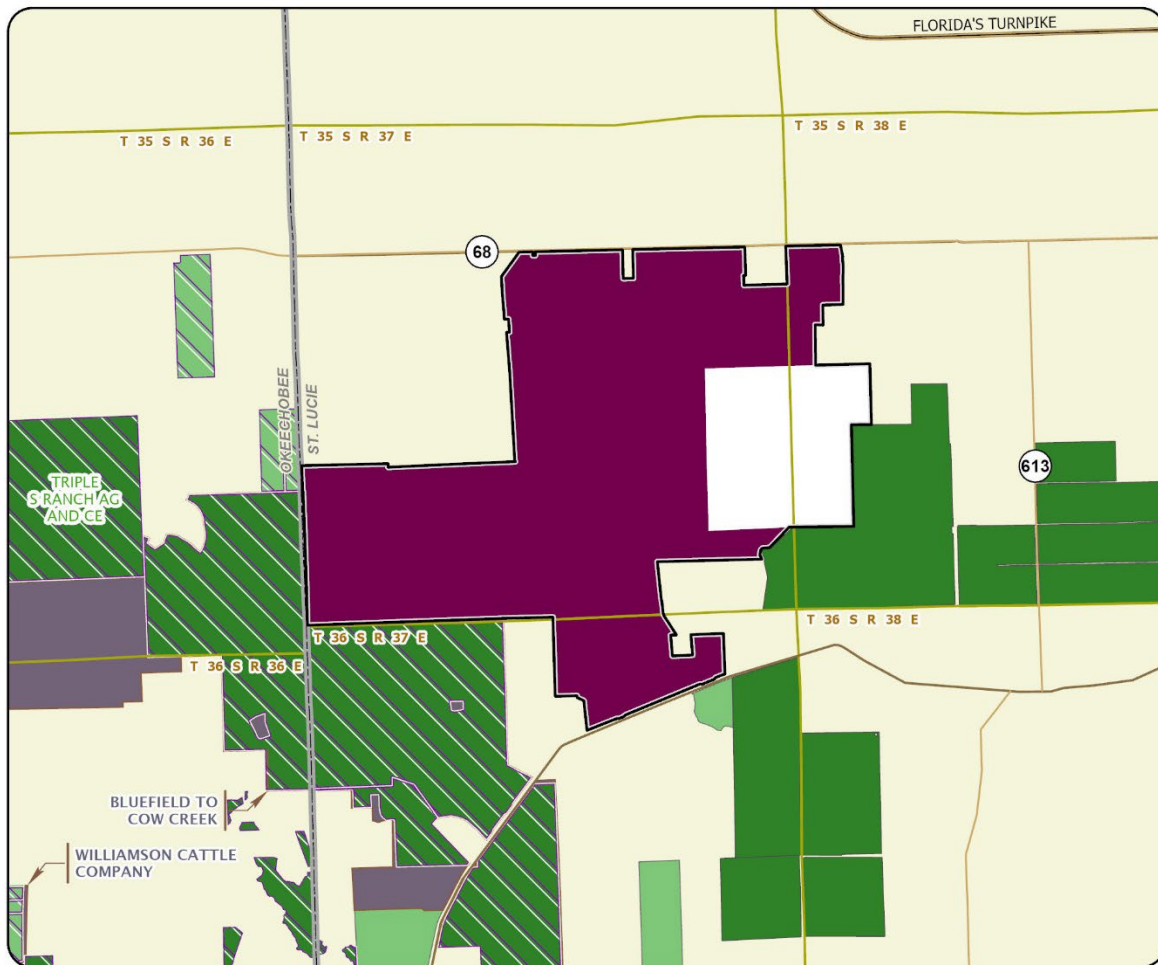




ADAMS RANCH: MAP 1

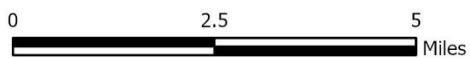
OSCEOLA COUNTY





ADAMS RANCH: MAP 2

ST. LUCIE COUNTY



Three Lakes Wildlife Management Area

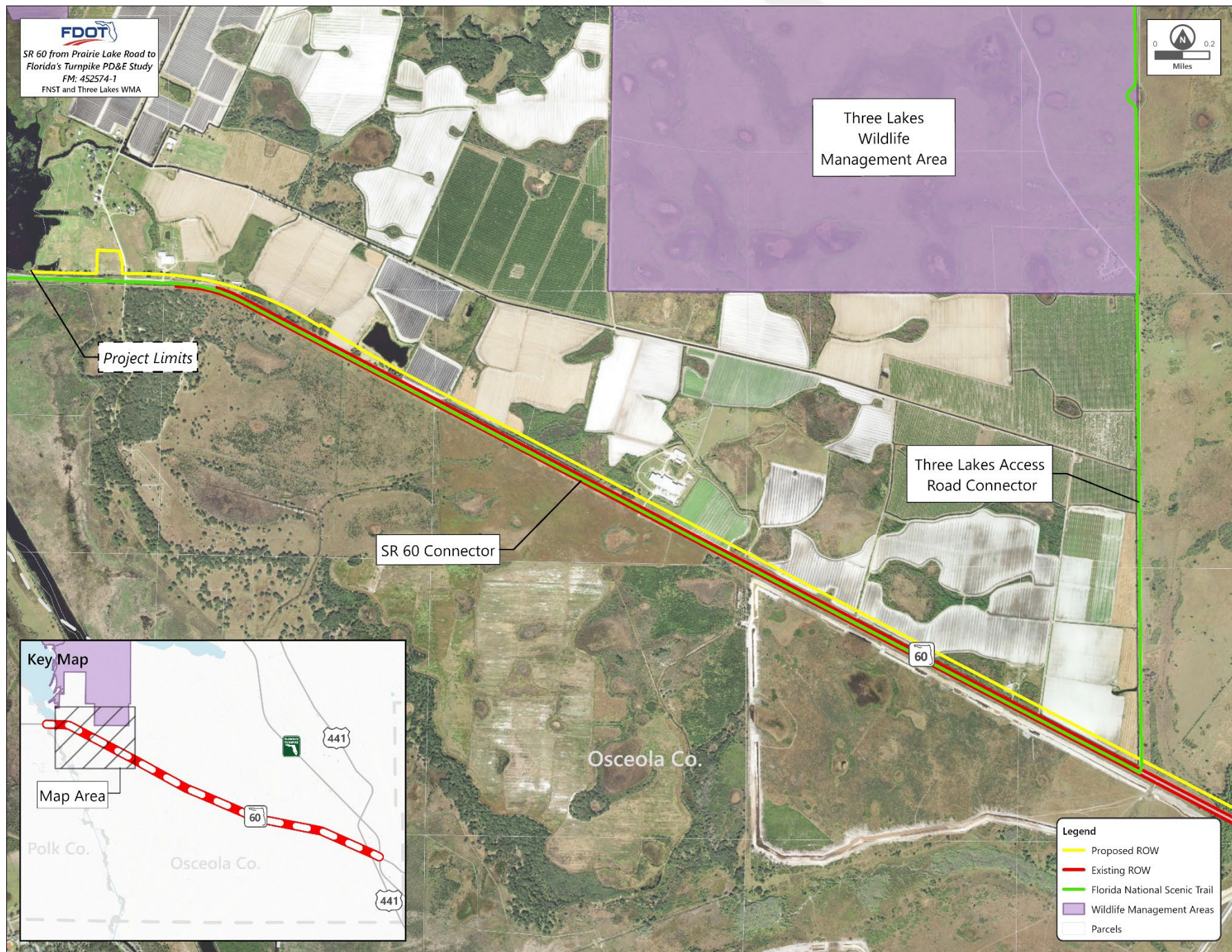
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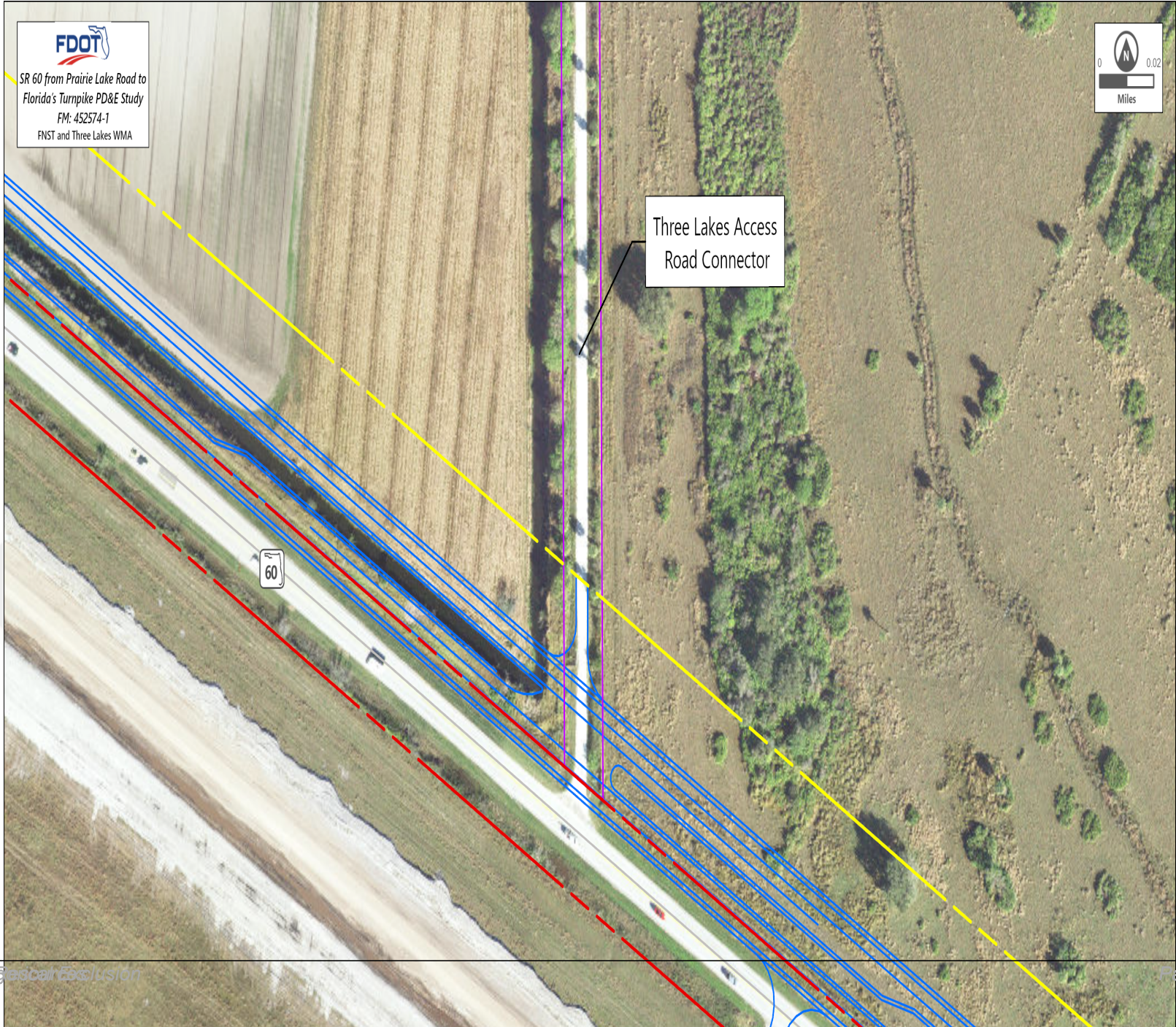
Section 4f Three Lakes Wildlife Management Area Map

Section_4f_WMA_Access_Road

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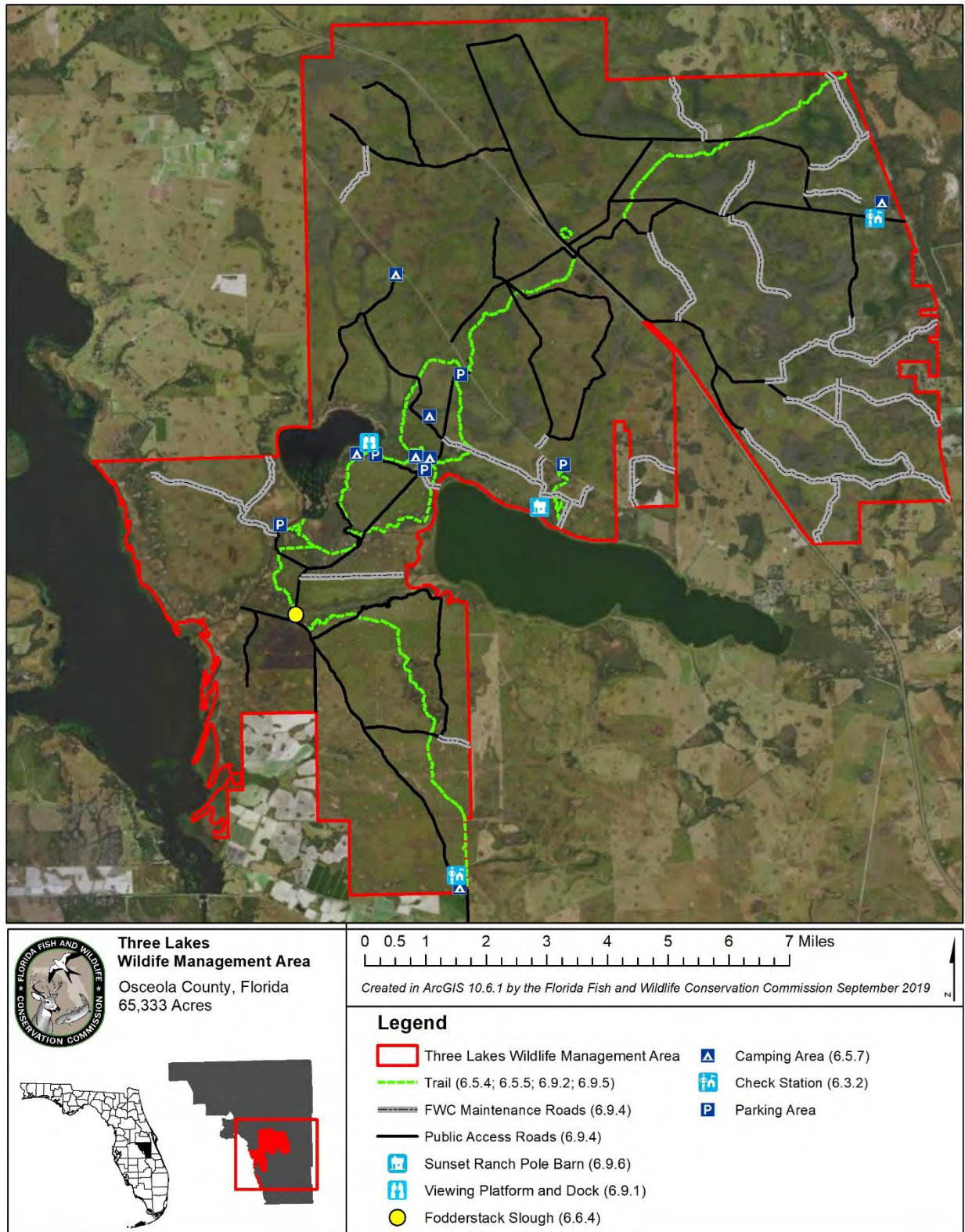


Figure 16. Project Locations

Florida Fish and Wildlife Conservation Commission | Three Lakes WMA Management Plan

Deluca Preserve

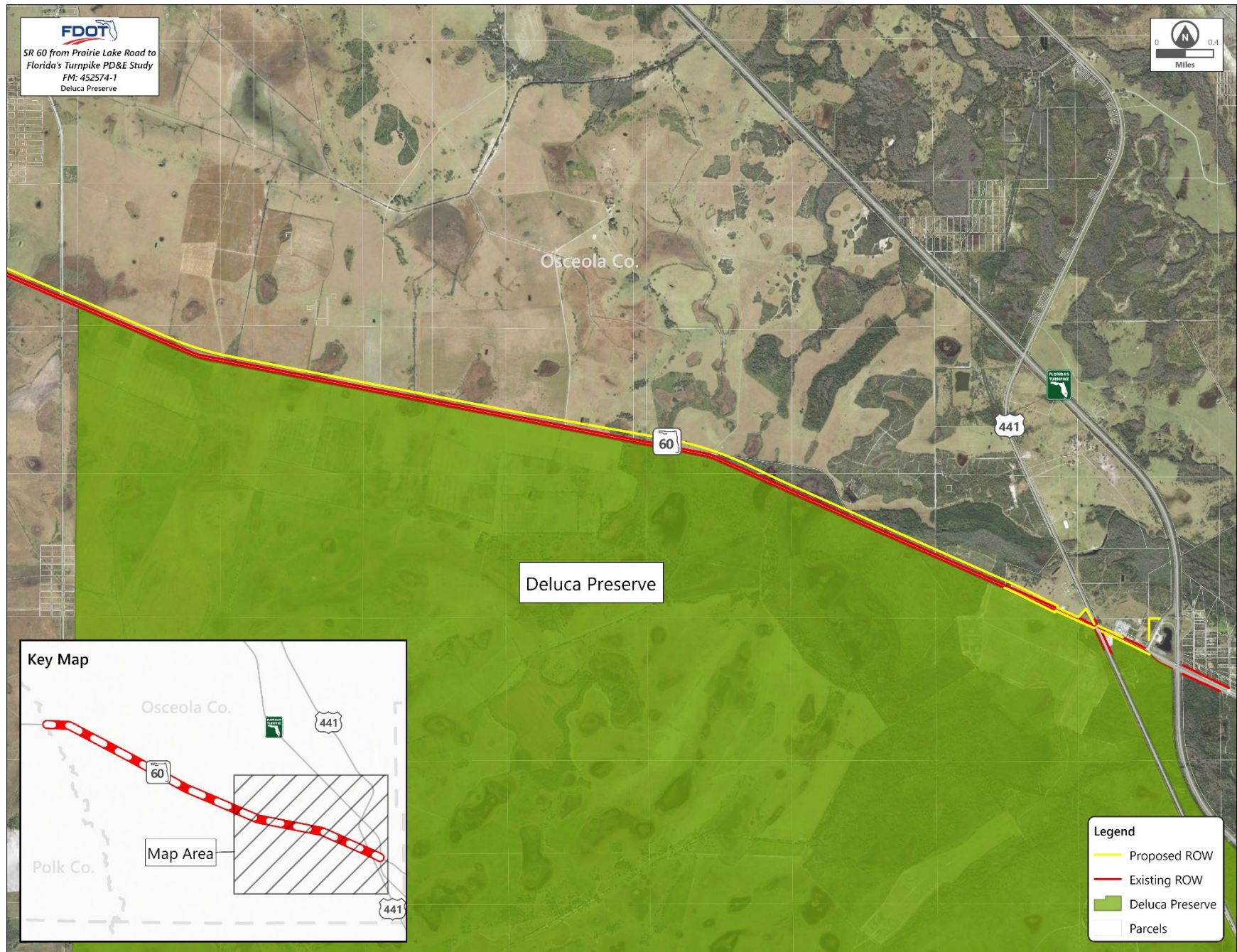
Contents:

Section 4f Deluca Preserve Map

Telephone Record Deluca Preserve

Deluca Preserve Conservation Easement 2020

DRAFT



Telephone Record

Date: Thursday, July 03, 2025

Project:	SR 60 Section 4f	Project No:	
Call to:	Brian Beasley, Deluca Preserve	Phone No:	863-287-2702
Call from:	Aubyn Bell	Phone No:	904-629-2408
Subject:	Deluca Preserve and FDOT work on SR 60		

Discussion, Agreement, and/or Action:

Aubyn Bell called the general number for the Deluca Preserve and Brian Beasley returned the call with a voice message on the evening of July 2. Aubyn Bell called back on July 3 around 11:00.

Aubyn noted that she is a consultant for FDOT. FDOT is doing work on SR 60. As part of the environmental requirements, FDOT must determine if the Deluca Preserve is protected under Section 4(f). Aubyn asked for the property management plan and noted that specifically, they need to know if the area near SR 60/Turnpike is publicly owned and open to the public.

Brian agreed to send the management plan. The primary management of the property is burning; however, they cannot do burning near SR 60 and Turnpike due to the traffic. Ideally, they would helicopter over it but they have never done that.

Brian stated that the preserve is owned by UF Foundation and is under a conservation easement. The agricultural area near the interchange has been reclassified as educational use. Brian stated that the preserve is not open to the public. For someone from the public to access the site, they would need a private appointment, and it would have to be for the right reason.



3

CFN 2020159499
Bk 5837 Pgs 1368-1485 (118 Pgs)
DATE: 11/20/2020 12:33:26 PM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$1,004.50

PREPARED BY:

Wetlands America Trust, Inc.
One Waterfowl Way
Memphis, Tennessee 38120-2351
Attention: Carol Ann W. May

AND UPON RECORDING RETURN TO:

First American Title Insurance Company
2301 Maitland Center, Suite 450
Maitland, Florida 32751
Attention: Nancy Honsa

NOTE TO RECORDER: THIS CONVEYANCE IS A CHARITABLE GIFT FOR WHICH THERE IS NO CONSIDERATION PAID.

DEED OF CONSERVATION EASEMENT
(26,946 +/- acres)

NOTICE: This instrument prohibits the transfer or conveyance of all or any portion of the real property subject to this Deed of Conservation Easement without the approval of the Grantee.

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made as of the Effective Date as defined in this Easement as a gift, for no consideration, in perpetuity and for conservation purposes, by **FD DESTINY CREDIT, LLC**, a Delaware limited liability company, whose address is Broward Financial Centre, 500 East Broward Boulevard, Suite 2300, Fort Lauderdale, Florida 33394 (who, together with its heirs, successors, and assigns in title to all or any portion of the Protected Property as hereinafter defined are collectively referred to herein as the "**Grantor**"), to **WETLANDS AMERICA TRUST, INC.**, a nonprofit corporation organized under the laws of the District of Columbia, with an address of One Waterfowl Way, Memphis, Tennessee 38120 (who with its successors and assigns are collectively referred to herein as the "**Grantee**").

RECITALS

WHEREAS, Grantor is the owner in fee simple of certain real property, consisting of 26,946 acres more or less, in Osceola County, Florida, such property being more particularly described by the legal description on **Exhibit A** and identified by the map on **Exhibit B**, both attached hereto and incorporated herein and hereinafter referred to as the "**Protected Property**"; and

WHEREAS, the laws of the State of Florida, including the codified, statutory laws of the State of Florida known as the Florida Statutes (hereinafter the “**Florida Statutes**”), and in particular Section 704.06, Florida Statutes (hereinafter the “**Act**”), permit the creation and acceptance of conservation easements for the purposes of, among other things, retaining or protecting natural, scenic, historical, or open space values of real property; assuring its availability for agricultural, forest, recreational, educational, or open space use; protecting natural features and resources; maintaining or enhancing air and water quality; or preserving the natural, historical, architectural, archeological, or cultural aspects of real property; and

WHEREAS, Grantee is organized and in good standing in the District of Columbia and is qualified to do business in the State of Florida; and

WHEREAS, Grantee has received and there remains in full force and effect a determination letter from the Internal Revenue Service, dated February 11, 1985, a copy of which has been provided to Grantor, to the effect that Grantee is a “supporting organization” described in Section 509(a)(3) and Section 170(b)(1)(A)(viii) of the Internal Revenue Code of 1986 (Title 26 of the United States Code), as amended, and the Treasury Regulations (Title 26 of the Code of Federal Regulations) promulgated thereunder (hereinafter collectively referred to as the “**Code**”), and is not a private foundation within the meaning of Section 509(a) of the Code; and

WHEREAS, Grantee warrants and represents that Grantee is an organization described in Section 501(c)(3) of the Code, whose purposes include the preservation and enhancement of natural areas and open space for aesthetic, scientific, charitable, and educational purposes, and is authorized by the laws of the State of Florida, including in particular the Act, to accept, hold, and administer interests in land including conservation easements; and

WHEREAS, Grantee warrants and represents that Grantee is a “qualified organization,” as that term is defined in Section 170(h)(3) of the Code; and

WHEREAS, Grantee warrants and represents that Grantee has the commitment and resources to enforce, and will enforce, the terms of this Easement; and

WHEREAS, the Protected Property has significant natural habitat for wildlife and plants and open space values as set forth in these Recitals and as further set forth in Sections 2.04 (Natural Habitats) and 2.05 (Working Lands and Open Space Resources) (the “**Conservation Values**”); and

WHEREAS, the Conservation Values are of great importance to Grantor, Grantee, the people of Osceola County, and the State of Florida; and

WHEREAS, the Conservation Values are further documented in the Baseline Documentation Report (the “**Baseline Documentation**”) referenced herein in Section 2.06 (Baseline Conditions); and

WHEREAS, the Protected Property consists of a working landscape with historic and continuing use for agricultural, forestry, and other limited commercial uses that are consistent with the perpetual protection of the Conservation Values; and

WHEREAS, Grantor and Grantee further agree that the Protected Property has significant value worthy of conservation, namely a highly diverse and intact working landscape that is representative of the biological diversity and ecosystem values of the Everglades Headwaters National Wildlife Refuge and Conservation Area (“**EHNWR**”), and the Kissimmee River and St. Johns River watersheds, within all of which the Protected Property is located, as further identified in the Baseline Documentation; and

WHEREAS, as declared herein, Grantor and Grantee agree that the purpose of this Easement, as further set forth in Section 2.02 (Conservation Purpose), is to maintain, protect and enhance the Conservation Values, specifically the significant natural habitat for wildlife and plants and open space values as set forth in these Recitals and as further set forth in Sections 2.04 (Natural Habitats) and 2.05 (Working Lands and Open Space Resources), in an open working landscape with historic and continuing use, consistent with the perpetual protection of the Conservation Values, for agriculture, forestry, scientific research, education, recreation, and limited commercial uses, and to ensure that the Conservation Values of the Protected Property will be protected in perpetuity, as required by Section 170(h)(5) of the Code; and

WHEREAS, subject to the provisions of this Easement and subsequent to the recording of this Easement, Grantor will convey the restricted fee simple interest in the Protected Property,

to the University of Florida Foundation (“**Foundation**”), an organization exempt from federal income tax under Section 501(c)(3) of the Code, for charitable purposes, to continue existing agricultural, forestry, and limited recreational uses, and expand scientific research and educational use on the Protected Property; and

WHEREAS, in all cases the future uses of the Protected Property will be forever restricted to open space and agriculture uses that are consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement; and

WHEREAS, the mission of the University of Florida Institute of Food and Agricultural Sciences (“**IFAS**”) is to develop knowledge in agricultural, human, and natural resources, and to make that knowledge accessible to sustain and enhance the quality of human life; and

WHEREAS, the Foundation envisions leasing, and intends to lease, the Protected Property to the University of Florida (“**University**”) for operation by IFAS, the University being an organization exempt from federal income tax under Section 170(c)(1) of the Code, and, collectively, the Foundation, University, and IFAS are developing a plan to engage in the considerable scientific research and educational opportunities presented by the size and natural resource quality of the Protected Property, enhance the University’s mission of teaching, research and service through scientific research, education, and management of the Protected Property, and support the IFAS mission by increasing scientific research and educational opportunities related to the IFAS mission; and

WHEREAS, pursuant to the provisions of this Easement, Grantor may enter into subsequent leases for the use of all or a portion of the Protected Property, subject to all of the provisions of the Easement, to carry out activities in furtherance of the purpose of this Easement; and

WHEREAS, the Protected Property is predominantly a mosaic of vegetative communities found in Central Florida, including but not limited to Mesic Flatwoods, Mesic Hammock, Dry Prairie, Scrub, Wet Prairie and Freshwater Marsh; and

WHEREAS, these natural habitats support surface water and groundwater quality and quantity in the region, and provide water storage, water purification, and groundwater recharge functions that benefit fish, wildlife, and plant communities; and

WHEREAS, the Protected Property contains habitat for a variety of state or federally listed animal species, including but not limited to Southeastern fox squirrel, gopher tortoise, Florida panther and Eastern indigo snake; and

WHEREAS, the Protected Property contains habitat for a variety of state or federally listed bird species, including but not limited to Florida sandhill crane, Florida burrowing owl, crested caracara, red-cockaded woodpecker, American kestrel, and Florida grasshopper sparrow; and

WHEREAS, the Protected Property is one of only four properties, together with Kissimmee Prairie Preserve State Park, Avon Park Air Force Range, and Three Lakes Wildlife Management Area, where the United States Fish and Wildlife Service (the “Service”) is monitoring the federally endangered Florida grasshopper sparrow and its habitat; and

WHEREAS, the Protected Property contains natural communities that are threatened in Florida, including but not limited to, mesic flatwoods, scrub, scrubby flatwoods, and dry prairie; and

WHEREAS, accordingly, this Easement protects a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, and accordingly this Easement meets the requirements of Section 170(h)(4)(A)(ii) of the Code; and

WHEREAS, the Protected Property contains panoramic vistas of wetlands, pine flatwoods, and other natural communities, together with pastures with grazing cattle, that are representative of the rural character of this region along eight miles of frontage on the south side of State Road 60, over three miles of frontage on both sides of U.S. Highway 441, and over 2.5 miles of frontage on the west side of the Florida Turnpike, which scenic vistas are documented in the Baseline Documentation; and

WHEREAS, the Protected Property is prominent among lands in the EHNWR as an example of a large working landscape that has historically been managed in harmony with the biological diversity of the region; and

WHEREAS, development of the Protected Property beyond the limited development permitted hereunder would lead to or contribute to the degradation of the scenic, natural, and open character of the area; and

WHEREAS, in recent years, the region has come under increasing development pressure, and such development threatens to destroy or otherwise adversely affect the habitat, natural resources, and scenic beauty of the region; and

WHEREAS, limiting development and use of the Protected Property prevents habitat loss and fragmentation, protects native plant communities, and improves the potential for restoring or increasing biological diversity; and

WHEREAS, the Easement is consistent with public programs for conservation in the region administered by the U.S. Department of the Interior, U.S. Department of Agriculture Natural Resources Conservation Service, U.S. Department of Defense, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, South Florida Water Management District, St. Johns River Water Management District, and Osceola County; and

WHEREAS, the Protected Property is contiguous to the 53,700-acre Kissimmee Prairie Preserve State Park and 2,100-acre Tiger Cattle Company Ranch Conservation Easement held by the Service; and

WHEREAS, the Protected Property buffers the 106,000-acre Avon Park Air Force Range, the Air Force's largest primary air-to-ground training range east of the Mississippi River, from residential and commercial development that is incompatible with the mission requirements of the range by protecting natural habitat and open space in low level overflight areas within Military Influence Planning Area II for the range; and

WHEREAS, protection of the Protected Property advances objectives of the Avon Park Air Force Range Sentinel Landscape by protecting a large working landscape compatible with

the military mission of the range and protecting the significant habitat on the Protected Property that furthers objectives of the EHNWR related to plants, wildlife and outdoor recreation; and

WHEREAS, protection of the Protected Property through this Easement will result in a continuous protected conservation landscape of more than 250,000 acres that includes Kissimmee Prairie Preserve State Park, Kissimmee River Restoration Project, Avon Park Air Force Range, Lake Wales Ridge State Forest, and Tiger Creek Preserve, all as further identified in the Baseline Documentation; and

WHEREAS, numerous policies of the State of Florida promote the protection of wildlife habitat and preservation of land in a natural state through conservation easements and otherwise, including the Act and Section 259.105, Florida Statutes, known as the Florida Forever Act; and

WHEREAS, protection of the Protected Property furthers elements of the Osceola County 2040 Comprehensive Plan by preventing development inconsistent with the plan requirements to maintain the Protected Property as rural/agricultural and protect significant wetlands and floodplain on the Protected Property; and

WHEREAS, the Protected Property is identified (as further documented in the Baseline Documentation) as a Conservation Focal Area for the EHNWR, created in 2012 to protect the natural resources of the Kissimmee River Valley while ensuring the heritage of ranches and other working landscapes remains strong; and

WHEREAS, the Protected Property is contained within the Pine Island Slough Ecosystem project, currently ranked 15 among Critical Natural Lands Projects in the 2020 Florida Forever Five-Year Plan developed pursuant to Chapter 259 of the Florida Statutes, which project is designed to increase the protection of Florida's biodiversity at the species, natural community, and landscape levels by preserving habitat for several rare species of vascular flora and rare animals, and protect, restore, and maintain the quality and natural functions of land, water, and wetland systems of the state as the project constitutes an intact example of an endemic Florida ecosystem; and

WHEREAS, accordingly, protection of the Protected Property will satisfy a number of the factors determining “significant public benefit” under Treas. Reg. Section 1.170A-14(d)(4)(iv); and

WHEREAS, accordingly, protection of the Protected Property will preserve open space for the scenic enjoyment of the general public, and will yield a significant public benefit, and therefore this Easement meets the requirements of Section 170(h)(4)(A)(iii)(I) of the Code; and

WHEREAS, accordingly, protection of the Protected Property is pursuant to clearly delineated federal, state, and local governmental conservation policies, and will yield a significant public benefit, and therefore this Easement meets the requirements of Section 170(h)(4)(A)(iii)(II) of the Code; and

WHEREAS, with this Easement, it is Grantor’s goal and desire to protect the Conservation Values of the Protected Property in perpetuity; and

WHEREAS, Grantor intends, as owner of the Protected Property, to convey to Grantee the right to preserve and protect the Conservation Values in perpetuity (subject to the conditions set forth herein) and represents that the Protected Property is free and clear of all encumbrances except rights-of-way, easements, reservations, and other matters of record or otherwise disclosed to Grantee as of the Effective Date (as defined in Section 5.22) of this grant; and

WHEREAS, Grantor warrants and represents that Grantor has the authority to enter into this Easement and that Grantor freely and voluntarily conveys this Easement to Grantee; and

WHEREAS, Grantor and Grantee recognize the special character of the Protected Property as represented by the Conservation Values, and have the common purpose of the conservation and protection in perpetuity of the Protected Property through the use of a perpetual conservation easement on the Protected Property, and with the transfer from Grantor to Grantee of affirmative rights for the protection of the Protected Property, Grantor is intending the grant of this Easement and those accompanying rights to qualify as a “qualified conservation contribution” under Section 170(h) of the Code.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration of the above recitals, which are an essential part of this Easement and are true and correct and are incorporated herein by reference, and of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the Act and Section 170(h) of the Code and all other applicable laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity and for conservation purposes over the Protected Property of the nature and character and to the extent hereinafter set forth. Grantor herein declares that the Protected Property shall be held, mortgaged, encumbered, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, and restrictions hereinafter set forth, which covenants, conditions, and restrictions shall be deemed to run with the land in perpetuity and to burden the Protected Property in perpetuity. Grantee hereby accepts this conveyance on the following terms and conditions.

Section I.

DEFINITIONS

1.01 Agriculture. The production of plant and animal products for commercial, recreational, or domestic purposes, including, but not limited to, orchards, viticulture, forestry, floriculture, horticulture, grain farming, wildlife food plots, ranching, livestock production, bees, and the processing of agricultural plant or animal products.

1.02 Animal Feeding Operation. A lot or facility (other than an aquatic animal production facility) where the following conditions are met: (i) animals (other than aquatic animals) have been, are, or will be stabled or confined and fed or maintained for a total of 120 days or more in any 12-month period, and (ii) crops, vegetation, forage growth, or post-harvest residues are not sustained in the normal growing season over any portion of the lot or facility.

1.03 Building. A more or less permanent structure with a roof or walls, such as those designed for human or animal habitation, for the shelter of equipment or machinery, or for the storage of materials.

1.04 Cultivation. Disking, plowing, or any mechanical tillage that results in the complete turnover or mixing of the soil, but not including activities that do not turn over the soil for the entire width of the spacing between blades (e.g. roller-chopping).

1.05 Energy Development Structure. A structure associated with the generation, development, or production of renewable or non-renewable energy including, but not limited to, wind, solar, methane, hydroelectric, wood, biomass, alcohol, or hydrocarbons. This does not include structures used to store energy sources that power associated structures, such as a fuel tank associated with a well.

1.06 Ground Lease. An agreement in which a lessee is permitted to develop or use a piece of property during the lease period, after which the land and any improvements thereon are turned over to the property owner.

1.07 Habitat Value. The characteristics of a property that exemplify “relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,” as that phrase is used in Section 170(h)(4)(A)(ii) of the Code, including the particular water, mineral, soil, and additional natural resources that support and sustain the ecological and hydrological function of those habitats.

1.08 Harvest Plan (HP). A short-term planning document prepared by a qualified forester (minimum of a Bachelor of Science Degree in Forestry from a college or university program accredited by the Society of American Foresters, at least three years’ professional field experience in Florida, or equivalent combination of education and experience in practical forest administration and management) and specifically related to a particular timber harvest. Each HP shall contain the following: (1) a detailed map of the affected area, (2) a pre-harvest description of the affected area including stocking estimates and a description of species composition, (3) a description of the post-harvest affected area including estimates of residual stocking and residual species composition, and (4) plans for reforestation of the affected area.

1.09 Nuisance Species. Plant, animal, fungus, and other forms of life that have a tendency to cause damage to the natural ecosystem, commercial activities, property, or human health. Nuisance species may or may not be defined by local, state, or federal laws and regulations and generally include non-native or non-naturally occurring species, such as agricultural weeds and

pests, feral animals, and invasive species (invasive species are defined by local, state and federal laws and regulations). In limited circumstances, nuisance species include native or naturally-occurring species that through their activities cause harm to the natural ecosystem, commercial activities (e.g., predation of livestock and wildlife depredation of crops, hay or grain), property, or human health.

1.10 Open Space Value. The characteristics of a property that exemplify “open space (including farmland and forest land)...(I) for the scenic enjoyment of the general public, or (II) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit” as set forth in Section 170(h)(4)(A)(iii) of the Code, specifically a property that is predominantly free of clustered buildings and structures that are visible from public roads, trails, and riverways.

1.11 Pasture Renovation. The improvement of a pasture by partial or complete removal of the sod, plus liming, fertilizing, weed control, and seeding, in order to re-establish desirable forage plants. In Florida, pasture renovation usually means complete removal of the existing plants or sod and replanting with a new or improved perennial grass species.

1.12 Qualified Organization. An organization that is a “qualified organization” and an “eligible donee” under the provisions of Section 170(h)(3) of the Code and Section 1.170A-14(c) of the Treasury Regulations and is eligible to hold conservation easements under the provisions of Section 170(h)(3) of the Code and under the Act.

1.13 Recreational Blind. Structure designed for concealment and to reduce detection by wildlife during hunting, wildlife observation, or other similar recreational activities, and include, but are not limited to, duck blinds, deer and turkey stands, ground blinds, pits, and wildlife observation platforms.

1.14 Structure. Anything constructed, erected, or placed on the Protected Property regardless of material and is temporarily or permanently located on the ground or attached to something having a permanent location on the ground. The definition of structure includes, but is not limited to, buildings, enclosures, walls, decks, patios, sheds, barns, silos, fences, gates, signs, piers, docks, bridges, recreational blinds, transmission or receiving towers and antennae, wells, irrigation equipment, utility equipment and poles, windmills, and pipelines.

1.15 Traditional Outdoor Recreational Activities. Hunting, shooting sports (such as trap, clays, or skeet), fishing, trapping, tent camping, hiking, bicycling, wildlife observation, horseback riding, and human-powered recreational activities that have a *de minimis* adverse impact on the habitat value of the Protected Property and do not rely on structures or spectator facilities.

1.16 Utility Service Structure. A structure used to convey or transport water, electricity, telecommunication, gas, petroleum, sewage, or other utility services for residential, agricultural, commercial, industrial, or other purposes including the long-distance transport of electricity, oil, gas, or other utility services through transmission towers or pipelines. The definition of utility service structure does not include structures associated with the generation, development, or production of these services and is limited to structures used for conveyance and transport.

1.17 Watercourses and Waterbodies. The marine, estuarine, riverine, lacustrine, and palustrine habitats that do not fall under the definition as set forth in Section 1.19 (Wetlands).

Watercourses and waterbodies include, but are not limited to, ponds, lakes, reservoirs, sloughs, streams, and rivers. For purposes of this Easement, watercourses and waterbodies shall not include agricultural ditches and livestock watering ponds as depicted in the Baseline Documentation.

1.18 Waterfowl. Ducks, geese, and swans that belong to the family Anatidae.

1.19 Wetlands. Wetlands are lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. For purposes of this definition, wetlands must have one or more of the following three attributes: (1) at least periodically, the land supports predominantly hydrophytes; (2) the substrate is predominantly undrained hydric soil; and (3) the substrate is nonsoil and is saturated with water or covered by shallow water at some time during the growing season of each year. This definition follows the Federal Geographic Data Committee's 2013 Wetlands Classification Standard, which follows the U.S. Fish and Wildlife Service's definition (Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. *Classification of Wetlands and Deepwater Habitats of the United States*. Department of the Interior. U.S. Fish and Wildlife Service, Washington,

DC). However, the definition, as used herein, is not intended to be amended if the Standard is updated or amended.

Section II.

CONSERVATION PURPOSE

2.01 Conservation Values. The Protected Property has significant natural habitat for wildlife and plants and open space values as set forth in the above Recitals and as further set forth in Sections 2.04 (Natural Habitats) and 2.05 (Working Lands and Open Space Resources) (the “**Conservation Values**”).

2.02 Conservation Purpose. The purpose of this Easement (the “**Conservation Purpose**” or “**Conservation Purposes**”) is to maintain, protect, and enhance the Conservation Values, specifically the natural habitat for wildlife and plants and open space values as set forth in the above Recitals and as further set forth in Sections 2.04 (Natural Habitats) and 2.05 (Working Lands and Open Space Resources), in an open working landscape with historic and continuing use, consistent with the perpetual protection of the Conservation Values, for agriculture, forestry, scientific research, education, recreation, and limited commercial uses; and to ensure that the Conservation Values of the Protected Property will be protected in perpetuity, as required by Section 170(h)(5) of the Code.

2.03 Intent and Agreement. As described and limited in Sections IV and V hereof, it is Grantor’s and Grantee’s intent and agreement to permit, and Grantor and Grantee hereby agree to permit, the continuation of the working landscape through sustainable resource management at the Protected Property in a fashion that will also allow development of a plan to engage in the considerable scientific research and educational opportunities presented by the size and natural resource quality of the Protected Property, enhance the University’s mission through scientific research, education, and management of the Protected Property, and support the IFAS mission by increasing scientific research and educational opportunities related to the IFAS mission. When this Easement is recorded in the Official Records of Osceola County, Florida, Grantor will convey the restricted fee interest in the Protected Property to the Foundation for charitable purposes to own and manage the Protected Property as more fully described herein and in a manner consistent with the perpetual protection of the Conservation

Values, primarily through sustainable land management practices that include commercial ranching, grazing, and other agricultural activities; habitat and wildlife management and enhancement activities; commercial and recreational hunting and fishing and outdoor nature-related activities; and education and scientific research in connection with the aforementioned uses.

2.04 Natural Habitats. As more fully described in the Baseline Documentation (referenced herein in Section 2.06 (Baseline Conditions)), this Easement protects those relatively natural habitats that support native and diverse fish, wildlife, and plant communities represented in central Florida. These natural habitats also support surface water and groundwater quality and quantity in the region, and provide water storage, water purification, and groundwater recharge functions that benefit fish, wildlife, and plant communities. The Easement protects a landscape that is representative of the biological diversity and ecosystem values of the EHNWR, and the Kissimmee River and St. Johns River watersheds. Natural habitats are comprised of, but not limited to, mesic flatwood, mesic hammock, wet and dry prairie, scrub, freshwater marsh and swamp, and freshwater forested wetland. The mosaic of pastures, semi-native habitats, and intact natural habitats on the Protected Property provide important breeding, foraging, roosting, and other life-cycle needs for waterfowl, shorebirds, and waterbirds, and provide important habitat functions for a variety of other migratory and non-migratory birds, mammals and other plant and wildlife species. According to the Peninsular Florida Bird Conservation Region (BCR31) Plan developed through the Atlantic Coast Joint Venture, flatwood and dry prairie habitats are high priority habitats for mottled ducks, red-cockaded woodpeckers, and other migratory and non-migratory bird species. Mesic hammock habitats likewise provide habitat for high priority bird species, including (but not limited to) red-cockaded woodpeckers and the Florida sandhill crane. Freshwater non-forested wetland habitats such as wet prairies and isolated freshwater marshes and swamps provide important habitat for mottled ducks and the Florida sandhill crane, and the variable height tree canopy of the freshwater forested wetlands on the Protected Property are important habitat for many birds, including (but not limited to) the wood stork.

The Easement protects habitat for a variety of state or federally listed bird species, including but not limited to Florida sandhill crane, Florida burrowing owl, crested caracara, red-cockaded

woodpecker, American kestrel, wood stork, and Florida grasshopper sparrow. It also protects habitat for a variety of state or federally listed animal species, including but not limited to Southeastern fox squirrel, gopher tortoise, Florida panther and Eastern indigo snake.

(a) Regional Significance. As stated in part in the recitals and further discussed herein, the natural habitats of the Protected Property contribute to the ecology of lands in the EHNWR. The Protected Property lies within areas designated by governmental and other entities, evidencing the significance of the Protected Property's natural habitats, as summarized below:

- (i) The Protected Property is identified (as further identified in the Baseline Documentation) as a Conservation Focal Area and a Tier I parcel in the Prairie Central Planning Unit for the EHNWR, created in 2012 to protect the natural resources of the Kissimmee River Valley while ensuring the heritage of ranches and other working landscapes remains strong.
- (ii) The Protected Property is contained within the Pine Island Slough Ecosystem project, currently ranked 15 among Critical Natural Lands Projects in the 2020 Florida Forever Five-Year Plan developed pursuant to Chapter 259, Florida Statutes, which project is designed to increase the protection of Florida's biodiversity at the species, natural community, and landscape levels by preserving habitat for several rare species of vascular flora and rare animals, and protect, restore, and maintain the quality and natural functions of land, water, and wetland systems of the state as the project constitutes an intact example of an endemic Florida ecosystem.
- (iii) The Protected Property lies within the boundary of the Peninsular Florida Bird Conservation Region (BCR31) and the Peninsular Florida Landscape Conservation Cooperative. It is also within the Atlantic Coast Joint Venture Upper Everglades Basin waterfowl focus area.
- (iv) Protection of the Protected Property will contribute to the 1999 South Florida Multi-Species Recovery Plan, Florida's Comprehensive Wildlife Conservation Strategy, Florida's Endangered and Threatened Species Management and Conservation Plan, the Florida Forever Program, and Osceola County Environmental Lands Conservation Program.

2.05 Working Lands and Open Space Resources. As more fully described in the Baseline Documentation (referenced herein in Section 2.06 (Baseline Conditions)), the land area within the Protected Property contains a mosaic of wet and dry prairies, improved pastures, scrub, mesic hammocks and flatwoods, freshwater marshes and swamps, and forested wetlands, all of which provide open space value inasmuch as these habitats exist in a predominantly unbuilt state. This Easement intends to preserve the rural, unbuilt character of the Protected Property by restricting the construction and placement of incompatible structures and buildings that would be visible from adjacent public roads and public lands. This Easement also intends to restrict structures and buildings on the non-cultivated agricultural land so as to provide foraging habitat for waterfowl and other wildlife.

- (a) The Protected Property serves as a prominent example of a large working landscape within the EHNWR that has historically been managed in harmony with the biological diversity of the region. In recent years, this region has come under increasing development pressure; such development threatens to adversely affect the habitat, natural resources, and scenic beauty of the region.
- (b) The Protected Property contains panoramic vistas of wetlands, pine flatwoods, and other natural communities, together with pastures with grazing cattle, that are representative of the rural character of this region along eight miles of frontage on the south side of State Road 60, over three miles of frontage on both sides of U.S. Highway 441, and over 2.5 miles of frontage on the west side of the Florida Turnpike, which scenic vistas are documented in the Baseline Documentation.
- (c) The Easement furthers elements of the Osceola County 2040 Comprehensive Plan by preventing development inconsistent with the plan requirements to maintain the Protected Property as rural/agricultural and protect significant wetlands and floodplain on the Protected Property.
- (d) The Protected Property provides a buffer for the 106,000-acre Avon Park Air Force Range, the Air Force's largest primary air-to-ground training range east of the Mississippi River, from residential and commercial development that is incompatible with the

mission requirements of the range by protecting natural habitat and open space in low level overflight areas within Military Influence Planning Area II for the range.

- (e) The Easement advances the objectives of numerous policies of the State of Florida that promote the protection of wildlife habitat and preservation of land in a natural state through conservation easements and otherwise, including the Act, the 1999 South Florida Multi-Species Recovery Plan, Florida's Comprehensive Wildlife Conservation Strategy, and Florida's Endangered and Threatened Species Management and Conservation Plan; and the Protected Property is contained within the Pine Island Slough Ecosystem project, currently ranked 15 among Critical Natural Lands Projects in the 2020 Florida Forever Five-Year Plan developed pursuant to the Florida Forever Act (Chapter 259, Florida Statutes), which project is designed to increase the protection of Florida's biodiversity at the species, natural community, and landscape levels by preserving habitat for several rare species of vascular flora and rare animals, and protect, restore, and maintain the quality and natural functions of land, water, and wetland systems of the state as the project constitutes an intact example of an endemic Florida ecosystem.

2.06 Baseline Conditions. The specific Conservation Values of the Protected Property on the Effective Date of this Easement are documented in the Baseline Documentation dated October 14, 2020, which is on file with both Grantor and Grantee and which Baseline Documentation was made available by Grantor to Grantee prior to the Effective Date of this Easement. A summary of the Baseline Documentation is attached to this Easement as **Exhibit C**. Both parties agree that the Baseline Documentation provides an accurate representation of the condition of the Protected Property as of the Effective Date of this Easement, as required by Treasury Regulations Section 1.170A-14(g)(5). Furthermore, the parties intend that the Baseline Documentation shall serve as an objective informational baseline for use by Grantee in determining if Grantor's future activities on the Protected Property are consistent with the terms and conditions of this Easement. The parties further agree that, in the event a controversy arises with respect to the condition of the Protected Property, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy.

Section III.

RIGHTS CONVEYED TO GRANTEE

3.01 Right of Enforcement. Grantee shall have the right to enforce the terms of this Easement, to protect the Conservation Values of the Protected Property in perpetuity, and to prevent any use of the Protected Property that is inconsistent with the Conservation Purpose of this Easement. This includes the right to require that Grantor's reserved rights be exercised in a manner that avoids harm to the Conservation Values protected by this Easement. If any area or feature of the Protected Property is damaged by any inconsistent use, Grantee shall have the right to require Grantor to restore such areas or features to the condition immediately before such use. In the event of an emergency or other circumstance that could cause immediate harm to the Conservation Values, Grantee may seek immediate injunctive relief to mitigate such harm.

3.02 Right of Entry and Access. Grantee shall have the right, with not less than seven (7) days prior verbal or written notice to Grantor, to enter the Protected Property for inspection and enforcement of the terms of this Easement. Such monitoring visits shall not occur more often than twice in any 12-month period and for a period of no more than seven (7) days each visit. However, in situations where Grantee has reasonable grounds to believe that a violation has occurred, is occurring, or is imminent, or that an action that could harm the Conservation Values has occurred, is occurring, or is imminent, then Grantee, with prior written or verbal notice to Grantor, may enter the Protected Property for inspection and enforcement of the terms of this Easement without regard to the frequency, duration, and prior notice limitations set forth above. Grantor also hereby grants to Grantee the right to operate unmanned aircraft systems (commonly known as "drones") in the Protected Property airspace to support Grantee's monitoring, inspection, enforcement, and other rights set forth in this Easement. The operation of such unmanned aircraft systems by Grantee shall be pursuant to applicable policies or procedures approved by the Avon Park Air Force Range and shall be subject to any prior notice requirements applicable to Grantee under this Section 3.02 (Right of Entry and Access). Not less than once every twelve (12) months, Grantee shall prepare a written report of the results of such inspection(s), including in particular any significant natural (or other) changes to the Property during the preceding twelve (12) months, and shall provide such report

to Grantor. The right of entry does not extend to the public or any person or entity other than Grantee and its agents, employees, successors, and assigns.

3.03 Rights Conveyed to Grantee and Extinguished. All future residential, commercial, industrial, and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property, except as may be specifically reserved to Grantor in this Easement, are hereby contributed to Grantee and are hereby terminated and extinguished and may not be transferred to any other property.

Section IV.

GRANTOR'S RESERVED RIGHTS AND RESTRICTIONS

4.01 Prohibited and Permitted Land Uses; in General. The Protected Property shall be maintained and protected consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement. Grantor agrees that this Section IV (Grantor's Reserved Rights and Restrictions) describes activities and uses, though not an exhaustive recital of inconsistent activities and uses, that are expressly prohibited or restricted. Grantor reserves the right to all manner of access to and personal use and enjoyment of the Protected Property and permitted improvements, and the right to undertake activities and uses reserved in this Section IV (Grantor's Reserved Rights and Restrictions) reasonably necessary to carry out the rights reserved to Grantor in this Section IV (Grantor's Reserved Rights and Restrictions), provided all such activities and uses are not expressly prohibited in this Easement, are supportive of and subordinate to the Conservation Values and Conservation Purposes protected in perpetuity by this Easement, and are consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement. As further noted in Section 4.05 (Intensive Use), Grantor and Grantee have identified areas on the Protected Property that have existing structures and improvements or have otherwise been previously disturbed, and have confined certain uses of the Protected Property to those areas. In connection therewith, Grantor and Grantee have confirmed, and further confirm in the Baseline Documentation, that Grantor's exercise of the rights reserved in this Section IV (Grantor's Reserved Rights and Restrictions), in a manner prescribed herein, will be consistent with the perpetual protection of the Conservation Values and the Conservation Purposes of this

Easement, and will be supportive of and subordinate to the Conservation Values and Conservation Purposes protected in perpetuity by this Easement. Notwithstanding any provision in this Section IV (Grantor's Reserved Rights and Restrictions) that may be construed to the contrary, it is the intent of Grantor and Grantee that the total square footage of the following, measured as set forth in Section 4.06(l) (Measuring Square Footage), shall not, in any circumstances, exceed a Half Percent (0.5%) of the total square footage of the Protected Property: (i) the Intensive Use Areas as defined in Section 4.05 (Intensive Use Areas); (ii) all buildings and impermeable structures outside of the Intensive Use Areas existing or constructed pursuant to Sections 4.04(d) (Livestock Watering), 4.04(e) (Irrigation), 4.04(f) (Other Agriculture-Related Structures), and 4.06(h) (Small Educational Structures); (iii) the ground area utilized or covered by energy development structures constructed or placed on the ground outside of the Intensive Use Areas pursuant to Section 4.06(f) (Energy Development), which for purposes of this calculation includes any ground area (regardless of actual utilization or coverage) within the interior of an assemblage of multiple energy development structures into a larger power generating unit (such as an array of individual solar panels); and (iv) all existing, improved, and constructed roads and trails outside of the Intensive Use Areas that are paved including with petroleum derivate, concrete surfaces, or impermeable materials. The exercise of the rights reserved in this Section IV (Grantor's Reserved Rights and Restrictions) shall be in accordance with all applicable local, state and federal laws, as amended from time to time.

4.02 Wetlands, Watercourses, and Waterbodies. Grantor shall neither create nor manipulate or impair the hydrology of any wetland, watercourse, or waterbody; transport surface or subsurface water off of the Protected Property; or alter the flow of water into or out of wetlands, watercourses, or waterbodies. Prohibited activities include, but are not limited to, excavating, draining, pumping, filling, dredging, and tiling. However, Grantor reserves the following rights related to wetlands, watercourses, and waterbodies, so long as such rights are exercised in a manner that is consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement. Wetland, Watercourse, and Waterbody Areas, consisting of wetlands, watercourses, and waterbodies on the Protected Property, are depicted in the Baseline Documentation and collectively comprise approximately 6,677 acres. The boundaries of Wetland, Watercourse, and Waterbody Areas are approximate as the

boundaries of the wetlands, watercourses, and waterbodies have not been delineated for jurisdictional purposes; the boundaries may meander, expand, and contract over time. Any wetlands, watercourses, or waterbodies existing on the Protected Property at the time of the granting of this Easement but not depicted within any Wetland, Watercourse, and Waterbody Areas in the Baseline Documentation shall not be considered Wetland, Watercourse, and Waterbody Areas for purposes of this Easement unless such wetlands, watercourses, or waterbodies are later restored or enhanced pursuant to Section 4.02(a) (Creation, Restoration, Enhancement). Except for creation, restoration, and enhancement activities conducted pursuant to Section 4.02(a) (Creation, Restoration, and Enhancement) and emergency activities conducted pursuant to Section 4.02(b) (Emergency Cutting, Harvesting, and Removal of Trees), the cutting, harvesting, removal, and planting of trees, within a Wetland, Watercourse, and Waterbody Area shall be prohibited. Grantor and Grantee acknowledge and agree that this Easement protects Wetland, Watercourse, and Waterbody Areas as natural habitat as described in Section 2.04 (Natural Habitats), as well as working lands and open space as described in Section 2.05 (Working Lands and Open Space Resources).

(a) Creation, Restoration, and Enhancement.

- (i) Subject to the requirements of this Section 4.02(a) (Creation, Restoration, and Enhancement), Grantor reserves the right (A) to create wetlands, watercourses, and waterbodies where none formerly existed within only Cultivated Agricultural Areas and Improved Pasture Areas as described in Section 4.04 (Agricultural Use) and Intensive Use Areas as described in Section 4.05 (Intensive Use), and (B) to restore or enhance wetlands, watercourses, and waterbodies anywhere on the Protected Property for the purpose of rehabilitating altered wetland systems or enhancing ecosystem functions. The planting or introduction of vegetation within a Wetland, Watercourse, and Waterbody Area shall only be allowed for purposes of creation, restoration, or enhancement pursuant to this Section 4.02(a) (Creation, Restoration, and Enhancement). Preferred outcomes of creation, restoration, and enhancement activities described in this Section 4.02(a) (Creation, Restoration, and Enhancement) are functioning wetlands that support hydrophytes; generally, deep waterbodies with steeply sloped sides are not desirable. Once a wetland, watercourse, or waterbody has been created, restored, or enhanced, if

such wetland, watercourse, or waterbody is not already depicted within a Wetland, Watercourse, and Waterbody Area in the Baseline Documentation, then such wetland, watercourse, or waterbody shall be considered a Wetland, Watercourse, and Waterbody Area for purposes of this Easement and will forever be subject to this Section 4.02 (Wetlands, Watercourses, and Waterbodies).

- (ii) Prior to commencement of any creation, restoration, or enhancement activities, Grantor shall submit to Grantee a plan detailing such activities and obtain Grantee's approval pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). Subject to the requirements of this Section 4.02(a) (Creation, Restoration, and Enhancement), creation, restoration, and enhancement activities may include the right to plant or introduce trees and other vegetation, as well as to cut, harvest, and remove trees and other vegetation; to excavate, move soil, and alter topography, including the removal of sediment, sand, and gravel; to construct ditches and dikes within the wetlands, watercourses, and waterbodies; to construct dams, levees, culverts, risers, control gates, and other water control structures; to install wells, pumps, pipes, and other structures necessary to increase and decrease water levels; and to implement bank stabilization measures. Subject to the requirements of this Section 4.02(a) (Creation, Restoration, and Enhancement), the removal of vegetation, including trees, incidental to creation, restoration, or enhancement activities may be permitted. In addition, the temporary manipulation of surface water levels within Wetland, Watercourse, and Waterbody Areas may be allowed if recognized by Grantee as necessary for the creation, restoration, or enhancement activities. All tree cutting, harvesting, removal, and planting activities conducted within any Wetland, Watercourse, and Waterbody Area shall: (A) meet or exceed the then applicable standards accepted as Best Management Practices as those practices may be identified from time to time by appropriate governmental or educational institutions; (B) if required by Grantee, be carried out pursuant to an HP; and (C) if required by Grantee, be carried out under the supervision of a qualified forester (minimum of a Bachelor of Science Degree in Forestry from a college or university program accredited by the Society of American Foresters, at least three years' professional field experience in Florida, or equivalent combination of education and experience in practical forest administration and management).

- (iii) The creation, restoration, and enhancement of wetlands, watercourses, and waterbodies shall only be approved if recognized by Grantee as having a neutral or beneficial impact on waterfowl; as not measurably diminishing the suitability for waterfowl of other wetlands, watercourses, and waterbodies on or off the Protected Property; as not having any adverse impact to listed species, particularly the Florida grasshopper sparrow, as prohibited by Section 4.22 (Listed Species); and as consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement.
- (b) Emergency Cutting, Harvesting, and Removal of Trees. In emergency situations, Grantor may cut, harvest, and remove trees within Wetland, Watercourse, and Waterbody Areas that present an immediate hazard to persons or property without first providing notice to Grantee. In such emergency situations, Grantor shall provide notice to Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) as soon as possible after commencement of tree cutting, harvesting, and removal activities, and Grantee may, depending upon the scope of such emergency tree cutting, harvesting, or removal and the impact to the Conservation Values, require Grantor to provide an HP to Grantee within Sixty (60) days after commencement of such emergency tree cutting, harvesting, and removal activities, for approval pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach).
- (c) Management of Vegetation and Manipulation of Water Levels. The planting and introduction of trees and other vegetation, as well as the cutting, harvesting, and removal of trees, are addressed in the Section 4.02 (Wetlands, Watercourses, and Waterbodies) introductory paragraph, Section 4.02(a) (Creation, Restoration, and Enhancement), and Section 4.02(b) (Emergency Cutting, Harvesting, and Removal of Trees), and the control of nuisance species is addressed in Section 4.11 (Nuisance Species Control). Grantor reserves the right to manage all other vegetation in Wetland, Watercourse, and Waterbody Areas through the use of mechanical (including roller-chopping), biological (including grazing), and chemical means. Grantor also reserves the right to manipulate surface and subsurface water levels within Wetland, Watercourse, and Waterbody Areas using structures existing at the time of the granting of this Easement or permitted pursuant to Section 4.02(a) (Creation, Restoration, and Enhancement). Activities pursuant to this

Section 4.02(c) (Management of Vegetation and Manipulation of Water Levels) shall be consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement. No notice or approval is required for activities conducted pursuant to this Section 4.02(c) (Management of Vegetation and Manipulation of Water Levels).

(d) Maintenance, Repair, Replacement, and Removal of Structures. Grantor reserves the right, subject to Section 4.06 (Structures and Buildings), to maintain, repair, and replace structures related to wetlands, watercourses, and waterbodies, whether those structures existed on the Protected Property at the time of the granting of this Easement as identified in the Baseline Documentation or were constructed, placed, or buried pursuant to Section 4.02(a) (Creation, Restoration, and Enhancement). Such structures include, but are not limited to, dams, levees, culverts, risers, control gates, and other water control structures, as well as wells, pumps, pipes, and other structures necessary to manipulate water levels. Grantor may remove such structures without replacing them if removal is approved by Grantee as consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement. Prior to the commencement of any removal or replacement activity described within this Section 4.02(d) (Maintenance, Repair, Replacement, and Removal of Structures), Grantor shall provide notice to Grantee and obtain Grantee's approval pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach).

(e) Alteration of Hydrology. For purposes of this Section 4.02 (Wetlands, Watercourses, and Waterbodies), the following activities shall be temporary and shall be allowed only if recognized by Grantee as necessary for the exercise of a reserved right contained within this Section 4.02 (Wetlands, Watercourses, and Waterbodies): (i) the manipulation of groundwater levels; (ii) any activity that alters the flow of water into or out of the Wetland, Watercourse, and Waterbody Areas; and (iii) any activity that increases the transport of water off of the Protected Property. Such activities shall be included in any plans or other notice and approval required by this Section 4.02 (Wetlands, Watercourses, and Waterbodies).

- (f) Temporary Roads and Staging Areas. No new roads, trails, staging areas, or parking lots may be constructed for any activities conducted pursuant to this Section 4.02 (Wetlands, Watercourses, and Waterbodies); however, temporary roads and staging areas may be constructed, maintained, and repaired pursuant to Section 4.07(c) (Construction of Improved Temporary Roads, Trails, and Staging Areas) as part of the plan required pursuant to Section 4.02(a) (Creation, Restoration and Enhancement).

4.03 Upland Forests. Within the existing Upland Forests, as depicted in the Baseline Documentation and collectively comprising approximately 5,339 acres, Grantor reserves the right to cut, harvest, and remove trees for commercial and non-commercial purposes subject to the following reservations and restrictions. Grantor and Grantee acknowledge and agree that this Easement protects the Upland Forests as natural habitat as described in Section 2.04 (Natural Habitats), as well as working lands and open space as described in Section 2.05 (Working Lands and Open Space Resources).

- (a) Stewardship of Upland Forests. In Upland Forests, forestry practices and timber harvests shall support the promotion, maintenance, and succession of mixed-aged class stands of pine and pine-dominant forests in mesic pine flatwood communities, which includes the maintenance of understory to prevent encroachment of hardwoods, improve habitat, and support the use of prescribed fire. In those areas of Upland Forests that are not pine-canopy dominant, such as mesic hammock, Florida scrub, and scrubby flatwoods communities, all of which are more fully described in the Baseline Documentation, management practices shall support the maintenance of appropriate canopy coverage, understory densities and plant diversity, and fire intervals characteristic of the community. Grantor and Grantee agree that prescribed and frequent fire is necessary for maintaining pine-grassland ecosystems, wildlife populations, and carrying out ecologically-sound timber management in mesic flatwoods. Different objectives, including less-frequent fire, are appropriate in scrubby flatwoods, Florida scrub, and mesic hammock communities to support characteristic wildlife populations. When practical, forest management practices for mesic flatwoods should aim to accomplish various objectives to maintain or improve relevant habitat values described in Section 2.04 (Natural Habitats), including (but not limited to) retaining old-age hardwood and longleaf pine trees, including those with the

potential for use as cavity trees for red-cockaded woodpeckers and other cavity-nesting species. Clear-cutting, high-grading, and conversion out of forest are all prohibited, however, this restriction is not intended to prevent pulpwood thinning and salvage cuts necessary for the reestablishment of a multi-aged stand.

- (b) Implementation of Harvest Plans. Within the Upland Forests, all timber cutting, harvesting, and removal activities shall be conducted pursuant to a Grantee-approved HP. At least Sixty (60) days prior to commencement of any timber cutting, harvesting, or removal activities, Grantor shall provide an HP, as defined in Section 1.08 (Harvest Plan (HP)), to Grantee for approval pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). The HP shall be consistent with Section 4.03(a) (Stewardship of Upland Forests) and Section 4.22 (Listed Species), shall provide a practical understanding of the potential impact of the activities on the Conservation Values, and shall be consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement. However, in emergency situations, but subject to Section 4.22 (Listed Species), Grantor may cut, harvest, and remove trees within Upland Forests that present immediate hazard to persons or property without first providing an HP to Grantee. In such emergency situations, Grantor shall provide notice to Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) as soon as possible after commencement of timber cutting, harvesting, and removal activities, and Grantee may, in its sole discretion, depending upon the scope of such emergency timber cutting, harvesting, or removal and the impact to the Conservation Values, require Grantor to provide an HP to Grantee for approval pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach), within Sixty (60) days after commencement of such emergency timber cutting, harvesting, and removal activities.
- (c) Reforestation. After each timber cutting, harvesting, and removal event within the Upland Forests, affected areas shall be reforested with trees either through (1) natural regeneration if likely to result in a diverse mix of tree species that are native to or naturally occurring in Florida in similar habitats as those described in Section 2.04 (Natural Habitats) or (2) planting that promotes a diverse mix of tree species that are native to or naturally

occurring in Florida in similar habitats as those described in Section 2.04 (Natural Habitats). The reforestation shall be consistent with any Grantee-approved HP.

- (d) Temporary Roads and Staging Areas. No new roads, trails, staging areas, or parking lots may be constructed for any activities conducted pursuant to this Section 4.03 (Upland Forests); however, temporary roads and staging areas may be constructed, maintained, and repaired pursuant to Section 4.07(c) (Construction of Improved Temporary Roads, Trails, and Staging Areas) as part of a Grantee-approved HP.
- (e) Standards for Timber Activities. All timber activities conducted within Upland Forests shall (i) not be conducted in a manner so as to violate the terms of this Easement; (ii) be consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement; (iii) have a neutral or beneficial impact on the natural habitat as described in Section 2.04 (Natural Habitats); (iv) not increase erosion or sedimentation on the Protected Property; (v) meet or exceed the then applicable standards accepted as Best Management Practices as those practices may be identified from time to time by appropriate governmental or educational institutions (currently, at the time of the granting of this Easement, the Florida Department of Agriculture and Consumer Services, Florida Forest Service); (vi) be consistent with Section 4.22 (Listed Species); and (vii) if required by the Grantee-approved HP, be carried out under the supervision of a qualified forester (minimum of a Bachelor of Science Degree in Forestry from a college or university program accredited by the Society of American Foresters, at least three years' professional field experience in Florida, or equivalent combination of education and experience in practical forest administration and management).
- (f) Management of Vegetation. Grantor reserves the right, subject to prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach), to manage all other vegetation (other than trees) in Upland Forests through the use of mechanical (including roller-chopping), biological (including grazing), and chemical means so long as such activities, as determined by Grantee, (i) are consistent with Section 4.03(a) (Stewardship of Upland Forests), Section 4.03(c) (Reforestation), and Section 4.22 (Listed Species); and (ii) are consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement. This section 4.03(f) (Management of

Vegetation) does not permit cultivation of the surface or soil by plowing, disking, or any other means. Grantee may give ongoing approval pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) for mechanical, biological, and chemical control measures conducted in Upland Forests.

4.04 Agricultural Use.

(a) General Rights and Restrictions. Grantor reserves the right to engage in agriculture, as defined in Section 1.01 (Agriculture), for commercial wholesale, recreational, or domestic purposes in accordance with sound, generally-accepted agricultural practices that are consistent with the maintenance or enhancement of soil composition, structure, and productivity, and subject to the specific reservations and restrictions set forth in this Section 4.04 (Agricultural Use) and in Section 4.05 (Intensive Use). With the exception of livestock grazing, which may occur anywhere on the Protected Property pursuant to Section 4.04(c) (Grazing), all existing and future agricultural activities permitted by this Easement shall be restricted to the Cultivated Agricultural Areas and Improved Pasture Areas as more fully described in Section 4.04(b) (Agricultural Areas), as well as to the Intensive Use Areas as described in Section 4.05 (Intensive Use). However, there shall be no cultivation within any wetland, watercourse, or waterbody on the Protected Property whether or not depicted as a Wetland, Watercourse, and Waterbody Area in the Baseline Documentation. Grantor and Grantee acknowledge and agree that the existing agricultural activities, as more fully described in the Baseline Documentation, are consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement and shall be permitted. Grantor's reserved agricultural rights do not include aquaculture; swine, dairy, or poultry operations; commercial sodding; agritourism; industrial processing or packaging of plant and animal products regardless of whether such plant and animal products originate on or off the Protected Property; or retail sale of any agricultural products, including but not limited to unprocessed agricultural products, as well as products created using agricultural products, regardless of whether such agricultural products originate on or off the Protected Property.

(b) Agricultural Areas.

(i) Cultivated Agricultural Areas. Within the existing Cultivated Agricultural Areas, as depicted in the Baseline Documentation and collectively comprising approximately 811 acres, Grantor reserves the right, subject to Section 4.10 (Introduced Species), to conduct the following agricultural activities: planting and harvesting of annual and perennial vegetative crops; mowing; roller-chopping; planting and harvesting of grasses, seeds, and forbs; the planting, cutting, and harvesting of trees for wood or fiber, including commercial plantation forestry pursuant to Section 4.04(l) (Commercial Plantation Forestry); the planting, cutting, and harvesting of vineyards and orchards for fruit and other products; haying; pasturing and grazing of livestock; and the planting, cutting, and harvesting of trees or other vegetation that are native to or naturally occurring in Florida in similar habitats as those described in Section 2.04 (Natural Habitats). Grantor also reserves the right to alter the topography of the Cultivated Agricultural Areas (including the cultivation of the soil) in order to conduct activities permitted by this Section 4.04(b)(i) (Cultivated Agricultural Areas), Section 4.04(d) (Livestock Watering), Section 4.04(e) (Irrigation), and 4.04(j) (Agricultural Drainage Ditches), or as required to construct buildings permitted by Section 4.04(f) (Other Agriculture Related Structures) and Section 4.06(h) (Small Educational Structures); however, no soil or other materials resulting from such alteration shall be removed from the Protected Property for commercial or non-commercial purposes. Grantor and Grantee acknowledge and agree that this Easement protects Cultivated Agricultural Areas as working lands and open space as described in Section 2.05 (Working Lands and Open Space Resources).

(ii) Non-Cultivated Agricultural Areas. Both the Improved Pasture Areas and Native Range Areas, as depicted in the Baseline Documentation, are collectively referred to herein as Non-Cultivated Agricultural Areas.

(A) Improved Pasture Areas. Improved Pasture Areas are those areas predominantly composed of non-native grasses that are generally more productive for grazing livestock, have higher protein, are more digestible than local native grasses, that have been introduced through planting, and are typically utilized in the grazing of livestock, but may also contain annual and perennial grasses and forbs, native to or naturally occurring in Florida in similar habitats as those described in Section 2.04 (Natural Habitats) and depicted in the Baseline Documentation.

Within the existing Improved Pasture Areas, as depicted in the Baseline Documentation and collectively comprising approximately 6,593 acres, Grantor reserves the right, subject to Section 4.10 (Introduced Species), to conduct the following agricultural activities: haying; pasturing and grazing of livestock; mowing; roller-chopping; planting and harvesting of grasses, seeds, and forbs for livestock forage; planting and harvesting of forage crops other than pasture grasses; the planting of trees for wood or fiber, including commercial plantation forestry pursuant to Section 4.04(l) (Commercial Plantation Forestry); pasture renovation of Improved Pasture Areas, which may occur not more often than every Five (5) years, in accordance with guidelines for livestock forage planting developed by the Natural Resources Conservation Service or other federal or State agency; the planting and harvesting of a temporary crop in conjunction with pasture renovation; and the planting of trees or other vegetation that are native to or naturally occurring in Florida in similar habitats as those described in Section 2.04 (Natural Habitats). The following agricultural activities are prohibited within the Improved Pasture Areas: the planting and harvesting of annual and perennial vegetative crops other than pasture grasses, forage crops, and temporary crops associated with pasture renovation; and the planting of vineyards and orchards. Altering the topography of the Improved Pasture Areas is also prohibited except for the cultivation of soil inherent in the performance of any activities permitted in the Improved Pasture Areas by this Section 4.04(b)(ii)(A) (Improved Pasture Areas), for activities permitted by Section 4.04(d) (Livestock Watering), Section 4.04(e) (Irrigation), and Section 4.04(j) (Agricultural Ditches), or as required for the construction of any buildings in Improved Pasture Areas permitted by Section 4.04(f) (Other Agriculture Related Structures) and Section 4.06(h) (Small Educational Structures). Grantor and Grantee acknowledge and agree that this Easement protects Improved Pasture Areas as natural habitat as described in Section 2.04 (Natural Habitats) and working lands and open space as described in Section 2.05 (Working Lands and Open Space Resources). Pasture renovation, the cultivation and disturbance (including roller-chopping) of soil, and the cutting of vegetation (including

mowing) in Improved Pasture Areas require prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach); such approval shall only be granted if the activity is consistent with Section 4.22 (Listed Species), particularly with regard to protection of the Florida grasshopper sparrow, and consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement.

- (B) Native Range Areas. Native Range Areas are those areas predominantly composed of native vegetation, including annual and perennial grasses and forbs, native to or naturally occurring in Florida in similar habitats as those described in Section 2.04 (Natural Habitats) and depicted in the Baseline Documentation. Within the Native Range Areas, which collectively comprise approximately 7,417 acres, Grantor reserves the right, subject to Section 4.10 (Introduced Species), to conduct grazing of livestock, mowing, roller-chopping, and harvesting of grasses, seeds, and forbs native to or naturally occurring in Florida in similar habitats as those described in Section 2.04 (Natural Habitats) for the purpose of restoration of such grasses and forbs. The following activities are prohibited within the Native Range Areas: planting and harvesting of annual and perennial vegetative crops; planting and harvesting of grasses, seeds, and forbs for purposes other than restoration of the Protected Property; cultivation of the surface or soil by plowing, disking, or any other means; the planting of trees, vineyards, or orchards for any purpose; haying; and any mechanical, chemical, or other human-induced activity that would alter the plant community from one that is predominantly composed of annual and perennial grasses and forbs native to or naturally occurring in Florida in similar habitats as those described in Section 2.04 (Natural Habitats). Altering the topography of the Native Range Areas is also prohibited except for the cultivation of soil for limited and narrow purposes as permitted below by this Section 4.04(b)(ii)(B), for activities permitted by Section 4.04(d) (Livestock Watering), Section 4.04(e) (Irrigation), and Section 4.04(j) (Agricultural Ditches), or as required for the construction of any buildings permitted in Native Range Areas by Section 4.04(f) (Other Agriculture Related Structures) and Section 4.06(h) (Small Educational Structures). After approval

by Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach), planting and cultivation of the surface or soil in Native Range Areas may be allowed for narrow and limited purposes, such as the control of nuisance species and the establishment of grasses native to or naturally occurring in Florida in similar habitats as those described in Section 2.04 (Natural Habitats), so long as the disturbed area is restored to a plant community predominantly composed of annual and perennial grasses and forbs native to or naturally occurring in Florida in similar habitats as those described in Section 2.04 (Natural Habitats). Grantor and Grantee acknowledge and agree that this Easement protects Native Range Areas as natural habitat as described in Section 2.04 (Natural Habitats), as well as working lands and open space as described in Section 2.05 (Working Lands and Open Space Resources).

- (iii) Wildlife Food Plots. There are Twenty (20) existing Wildlife Food Plots on the Protected Property used for traditional outdoor recreational activities (as defined in Section 1.15 (Traditional Outdoor Recreational Activities)) at the time of the granting of this Easement, as depicted in the Baseline Documentation, collectively comprising approximately Ten (10) acres. In addition to any new Wildlife Food Plots created by Grantor pursuant to Section 4.30 (Agroecology Research), Grantor reserves the right, subject to prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach), to create Five (5) new Wildlife Food Plots on the Protected Property for use for traditional outdoor recreational activities subject to the following requirements: (1) no new temporary or permanent roads, trails, staging areas, or parking lots shall be created for the purpose of providing access to the Wildlife Food Plots; (2) new Wildlife Food Plots shall not be located within the Wetland, Watercourse, and Waterbody Areas; and (3) new Wildlife Food Plots shall each be less than Two (2) acres in size. Wildlife Food Plots, whether existing on the Protected Property at the time of the granting of this Easement or created pursuant to this Section 4.04(b)(iii) (Wildlife Food Plots), shall not be relocated. Within the Wildlife Food Plots, Grantor reserves the right, subject to Section 4.10 (Introduced Species), to plant annual and perennial vegetative crops; plant and harvest grasses, seeds, and forbs; plant trees that are native to or naturally occurring in Florida in similar habitats as those described in Section 2.04

(Natural Habitats); and, if the Wildlife Food Plot is adjacent to an Improved Pasture Area, plant vegetation as permitted in Section 4.04(b)(ii)(A) (Improved Pasture Areas). With the exception of livestock grazing, which may occur anywhere on the Protected Property pursuant to Section 4.04(c) (Grazing), all other agricultural activities are prohibited within the Wildlife Food Plots. Alteration of the topography of the Wildlife Food Plots is prohibited except for the cultivation of soil inherent in the performance of any activities permitted by this Section 4.04(b)(iii) (Wildlife Food Plots). Grantor and Grantee acknowledge and agree that this Easement protects Wildlife Food Plots as working lands and open space as described in Section 2.05 (Working Lands and Open Space Resources).

- (c) Grazing. Grantor reserves the right to graze beef cattle anywhere on the Protected Property. Subject to Section 4.10 (Introduced Species), Grantor may engage in the grazing of other livestock species upon approval by Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). With the exception of structures permitted pursuant to Section 4.04(d) (Livestock Watering), and Section 4.04(f) (Other Agriculture-Related Structures), all future structures related to the grazing of livestock shall be restricted to the Cultivated Agricultural Areas, Improved Pasture Areas, and Intensive Use Areas. All permitted cattle or livestock operations shall meet or exceed the then applicable standards accepted as Best Management Practices as those practices may be identified from time to time by appropriate governmental or educational institutions (currently, at the time of the granting of this Easement, the Florida Department of Agriculture and Consumer Services), and be managed consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement. Permitted cattle or livestock operations may be conducted pursuant to a grazing plan prepared at the direction of Grantor in consultation with the Natural Resources Conservation Service, Florida Department of Agriculture and Consumer Services, or other State or federal agency, and approved in writing by Grantor and Grantee. The operation of any facilities for the slaughter of livestock or processing of meat or livestock-related products is prohibited.
- (d) Livestock Watering. Grantor reserves the right to maintain or increase the depth, but not expand the surface area or relocate, existing livestock watering ponds as identified in the

Baseline Documentation. The excavation of new ponds for livestock watering is prohibited except in the event of severe drought, and only after approval of the Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) upon Ten (10) days' notice from Grantor, which notice shall include a plan for the restoration of the excavated livestock watering pond; such ponds shall not be located within the Wetland, Watercourse, and Waterbody Areas. Grantor reserves the right to construct, install, place, maintain, repair, and replace livestock watering troughs and associated wells, pumps, water tanks, and well and/or pump houses (so long as such well and/or pump houses do not materially increase the ground footprint or height of the well or pump), as well as to manipulate subsurface water levels as necessary for the exercise of this right, in Cultivated Agricultural Areas, Intensive Use Areas, and Improved Pasture Areas. Subject to prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) and subject to Section 4.06 (Structures and Buildings), Grantor reserves the right to construct, install, place, maintain, repair, and replace livestock watering troughs (structures but not buildings) and associated wells, pumps, water tanks, and well and/or pump houses (so long as such well and/or pump houses do not materially increase the ground footprint or height of the well or pump), as well as to manipulate surface and subsurface water levels as necessary for the exercise of this right, in Native Range Areas, Upland Forests, and Wildlife Food Plots if Grantee determines that such activities (i) do not increase the transport of surface or subsurface water off of the Protected Property; and (ii) are consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement.

- (e) Irrigation. Grantor reserves the right to manipulate surface and subsurface water levels as necessary for the exercise of reserved rights within Section 4.04(b)(i) (Cultivated Agricultural Areas), including irrigation by flood, overhead, and microjet structures, within the Cultivated Agricultural Areas and Intensive Use Areas provided such activity is consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement. Grantor reserves the right to construct, install, place, bury, maintain, repair, and replace structures that are not buildings, including irrigation systems, wells, pumps, and water tanks, as well as well and/or pump houses (so long as such well and/or pump houses do not materially increase the ground footprint or height of the well

or pump), within the Cultivated Agricultural Areas and Intensive Use Areas as necessary to carry out this right. Such activities conducted within the Cultivated Agricultural Areas and Intensive Use Areas shall not be subject to the restrictions contained in Section 4.02 (Wetlands, Watercourses, and Waterbodies); however, such activities shall not result in any increase in the transport of surface or subsurface water off of the Protected Property. There shall be no irrigation in Upland Forests, Non-Cultivated Agricultural Areas, Wildlife Food Plots, or Wetland, Watercourse, and Waterbody Areas; provided, however, that subject to prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach), Grantor may conduct activities for the conveyance, storage, or recycling of water in these areas if such activities, as determined by Grantee, (i) are necessary for the exercise of Grantor's rights to manipulate surface and subsurface water levels within the Cultivated Agricultural Areas and Intensive Use Areas as permitted by this Section 4.04(e) (Irrigation); (ii) do not increase the transport of surface or subsurface water off of the Protected Property; (iii) do not cause harm to the Wetland, Watercourse, and Waterbody Areas; and (iv) are consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement. Such conveyance, storage, and recycling activities may include, subject to Section 4.06 (Structures and Buildings), the right to construct, place, bury, maintain, repair, and replace structures, including dams, levees, control gates, and other water control structures, as well as wells, pumps, pipes, and other structures necessary to manipulate water levels within the Cultivated Agricultural Areas and Intensive Use Areas.

- (f) Other Agriculture-Related Structures. Grantor also reserves the right, subject to Section 4.06 (Structures and Buildings), to construct, maintain, repair, and replace those agriculture-related structures as set forth in this Section 4.04(f) (Other Agriculture-Related Structures). No structure permitted pursuant to this Section 4.04(f) (Other Agriculture-Related Structures) shall be used for human habitation, nor shall any structure permitted herein be inconsistent with the perpetual protection of the Conservation Values of the Protected Property or the Conservation Purpose of this Easement. Except as otherwise required herein, neither notice or approval is required for any activities conducted pursuant to this Section 4.04(f) (Other Agriculture-Related Structures). Any structure or building

permitted by this Section 4.04(f) (Other Agriculture-Related Structures) to be located within Upland Forests or Native Range Areas shall be subject to Section 4.04(f)(vi).

- (i) Fences and Gates. Grantor reserves the right to construct, maintain, repair, and replace fences and gates, including livestock gates and temporary electric fences, anywhere on the Protected Property, provided, however, that such fences and gates shall not adversely impact listed species pursuant to Section 4.22 (Listed Species), shall not impede the movement of wildlife within, onto, or off of the Protected Property, and shall not exceed Sixty inches (60") in height. The construction of new fences requires notice to Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). The corrals and pens, as well as the fences leading livestock into corrals and pens, allowed pursuant to Section 4.04 (Agricultural Use) are not subject to this Section 4.04(f)(i) (Fences and Gates).
- (ii) Structures Other Than Buildings. Within the Cultivated Agricultural Areas, Improved Pasture Areas, Native Range Areas, Upland Forests, and Intensive Use Areas, Grantor reserves the right to construct, place, and bury, as well as to maintain, repair, and replace any structure that is not a building and is necessary to further permitted agricultural uses specific to such Cultivated Agricultural Areas, Improved Pasture Areas, Native Range Areas, Upland Forests, or Intensive Use Areas, as the case may be, as described in Section 4.04(b) (Agricultural Areas), Section 4.04(c) (Grazing), and Section 4.05(b) (Agriculture), including but not limited to windbreaks, corrals and pens. Other than within Cultivated Agricultural Areas and Intensive Use Areas, prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) is required for activities permitted by this Section 4.04(f)(ii).
- (iii) Buildings within Cultivated Agricultural Areas and Intensive Use Areas. Within Cultivated Agricultural Areas and Intensive Use Areas only, Grantor reserves the right to construct, place, and bury, as well as to maintain, repair, and replace any building necessary to further permitted agricultural uses specific to the Cultivated Agricultural Areas or Intensive Use Areas. Such buildings may have floors that are paved including with petroleum derivate, concrete surfaces, or impermeable materials and may be connected to utility services, pursuant to Section 4.06(e) (Utilities). Above-ground fuel storage tanks are only permitted in Cultivated Agricultural Areas and Intensive Use

Areas for the purpose of powering permitted structures and agricultural equipment. Within Cultivated Agricultural Areas, prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) is required for activities permitted by this Section 4.04(f)(iii). Notwithstanding anything that may be construed to the contrary in this Section 4.04(f)(iii), any livestock shelters within Cultivated Agricultural Areas and Intensive Use Areas shall be subject to the limits on the square footage and overall number of livestock shelters set forth in Section 4.04(f)(v) below.

(iv) Buildings within Improved Pasture Areas, Native Range Areas, and Upland Forests.

Within Improved Pasture Areas, Native Range Areas, and Upland Forests, Grantor reserves the right, subject to prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach), to construct, maintain, repair, and replace any building necessary to further permitted agricultural uses specific to Improved Pasture Areas, Native Range Areas, or Upland Forests, as the case may be. Such buildings may have floors that are paved including with petroleum derivate, concrete surfaces, or impermeable materials and may be connected to electrical utility services, pursuant to Section 4.06(e) (Utilities). Notwithstanding the foregoing, silos, grain drying facilities, greenhouses, and riding rings are expressly prohibited within Improved Pasture Areas, Native Range Areas, and Upland Forests. Except livestock shelters permitted by Section 4.04(f)(v) below, no buildings permitted by this Section 4.04(f) within Improved Pasture Areas, Native Range Areas, or Upland Forests shall exceed Five Thousand (5,000) square feet measured as set forth in Section 4.06(l) (Measuring Square Footage). In addition, the combined square footage of all buildings permitted by this Section 4.04(f) within Improved Pasture Areas, Native Range Areas, and Upland Forests shall not exceed One Hundred Fifty Thousand (150,000) square feet measured as set forth in Section 4.06(l) (Measuring Square Footage).

(v) Livestock Shelters. Except within the Wetland, Watercourse, and Waterbody Areas, Grantor reserves the right, subject to prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach), to construct, maintain, repair, and replace not more than four (4) roofed livestock shelters (including the existing roofed livestock shelter identified in the Baseline Documentation), which

may be used to provide cover for livestock, livestock feed, or other equipment or structures that are permitted within the applicable use area; provided, however, that no more than two (2) such livestock shelters shall be allowed within Native Range Areas and Upland Forests. Each livestock shelter shall be no more than Twenty-Six Thousand (26,000) square feet measured as set forth in Section 4.06(l) (Measuring Square Footage), and the location of each livestock shelter and associated corrals, pens, or other permitted structures that are covered by said livestock shelters shall be necessary for the rights reserved in Section 4.04(c) (Grazing), and consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement. Livestock shelters may have floors that are paved including with petroleum derivate, concrete surfaces, or impermeable materials. Livestock shelters may be connected to electrical utility services, pursuant to Section 4.06(e) (Utilities).

(vi) Additional Limits for Native Range Areas and Upland Forests. The construction, maintenance, repair, replacement, and operation of all buildings and structures permitted by this Section 4.04(f) within Upland Forests and Native Range Areas for purposes of supporting permitted livestock, forestry, and agricultural activities shall be limited to not more than Two (2) locations with an improved area of not more than Five (5) contiguous acres each, and any such improved areas within Upland Forests and Native Range Areas shall be sited in locations where there is no adverse impact to the perpetual protection of the Conservation Values and such locations are adjacent to existing roads or trails.

(g) Animal Feeding Operations. There shall be no livestock animal feeding operation as defined in Section 1.02 (Animal Feeding Operation) anywhere on the Protected Property. Without limiting the foregoing restriction, any activity or operation that would be regulated as a “concentrated animal feeding operation” pursuant to federal or Florida state law, whichever definition would result in more stringent requirements, is also prohibited anywhere on the Protected Property. At the time of the granting of this Easement, the federal definition of “concentrated animal feeding operation” is found in 40 CFR 122.23 or 122.25, and the state definition is found in Chapter 62-670 of the Florida Administrative Code. If at any time, both the federal and Florida state governments cease to regulate the concept of “concentrated animal feeding operations,” then “concentrated

animal feeding operation” shall be defined pursuant to federal or Florida state law in effect at the time of the granting of this Easement, whichever definition would result in more stringent requirements.

- (h) Trees, Other Woody Vegetation, and Nuisance Species. Within the Cultivated Agricultural Areas and Improved Pasture Areas, Grantor reserves the right to (i) remove trees and other woody vegetation; and (ii) control nuisance species pursuant to Section 4.11 (Nuisance Species Control); provided, however, that the removal of trees for purposes of commercial or non-commercial plantation forestry within Cultivated Agricultural Areas and Improved Pasture Areas is subject to the additional requirements of Section 4.04(l) (Commercial Plantation Forestry).
- (i) Changing Agricultural Practices. Grantor and Grantee recognize that agricultural technologies, crop varieties, and agricultural practices may change over time. Within the Intensive Use Areas and Cultivated Agriculture Areas, Grantor reserves the right to undertake agricultural activities not identical to those in practice at the time of the granting of this Easement so long as the agricultural activities do not increase the impact of agricultural activities on the Protected Property, such as (i) increasing erosion or sedimentation on the Protected Property or (ii) causing harm to the natural habitat as described in Section 2.04 (Natural Habitats). No change in agricultural technologies, crop varieties, or agricultural practices shall be permitted that are inconsistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement.
- (j) Agricultural Ditches. Grantor and Grantee acknowledge that agricultural ditches on the Protected Property have historically been used and continue to be used to irrigate, to remove surface water from agricultural lands on the Protected Property, and to transport such water off of the Protected Property. Grantor and Grantee further acknowledge that many of the existing agricultural ditches on the Protected Property transect certain Wetland, Watercourse, and Waterbody Areas as depicted in the Baseline Documentation resulting in the removal of surface water from such Wetland, Watercourse, and Waterbody Areas. Because of such historic and continued use, Grantee agrees that Grantor has the right to continue to transport surface water across and/or off the Protected Property using the existing agricultural ditches as depicted in the Baseline Documentation at the time of

the granting of this Easement, in addition to using such ditches for irrigation. Grantor reserves the right to maintain and repair the agricultural ditches. Grantor also reserves the right to cut and remove grass, trees, and other vegetation within the agricultural ditches. New agricultural ditches, as well as the replacement, expansion, extension, or increasing the capacity of existing agricultural ditches, may be permitted by Grantee, in its sole discretion, after notice to and approval of Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). Any activities permitted in this Section 4.04(j) shall be consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement.

- (i) Grantor reserves the right to excavate temporary agricultural ditches in the event of an extreme natural occurrence causing high water and endangering the welfare of livestock on the Protected Property. As soon as possible after commencement of such activities, Grantor shall give Grantee notice pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). Grantor's notice shall include a plan for the restoration of the temporary agricultural ditches; such restoration plan is subject to Grantee's approval pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). Any activities permitted in this Section 4.04(j) shall be consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement.
- (k) Harvesting of Agricultural Products. Except as expressly prohibited elsewhere in this Easement, Grantor reserves the right to harvest plant and animal products to the extent customary in the region and as permitted by any applicable federal or State laws, including the right to harvest saw palmetto berries and alligator eggs, provided such activities do not result in the destruction of any habitats described in Section 2.04 (Natural Habitats) and are consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement.
- (l) Commercial Plantation Forestry. Within the Cultivated Agricultural Areas and Improved Pasture Areas, Grantor reserves the right to plant, cut, harvest, and remove trees for the purpose of commercial and non-commercial plantation forestry pursuant to a Forest Management Plan prepared at the direction of Grantor in consultation with the Florida Department of Agriculture and Consumer Services, Florida Forest Service, and approved

by Grantee, provided said use does not harm any Wetland, Watercourse, and Waterbody Area, does not harm waterfowl use of the Protected Property, and is conducted in a manner consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement. At least Sixty (60) days prior to the implementation of any new Forest Management Plan, Grantor shall provide such Forest Management Plan to Grantee for approval pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach).

- (i) Any Forest Management Plan prepared pursuant to Section 4.04(l) (Commercial Plantation Forestry) shall be based on Best Management Practices established by the Florida Department of Agriculture and Consumer Services, Florida Forest Service, and shall strive to improve stand quality and maintain important wildlife habitats consistent with current conditions and site quality, and shall be conducted in a manner fully consistent with at least the following elements:
 - (A) Grantor's forest management objectives, including alternative objectives related to active forest management and reforestation through natural regeneration;
 - (B) an appropriately scaled, accurate map indicating such items as forest stands, streams and wetlands, and major access routes;
 - (C) forest stand (treatment unit) descriptions (forest types, stocking levels before and after harvesting, soils topography, stand quality, site class, insect and disease occurrence, previous management history, and prescribed forest treatment);
 - (D) a feasible strategy and timeline for practice and activity implementation;
 - (E) plant and wildlife considerations (identification of known significant habitats, including any Natural Habitats (Section 2.04) protected by this Easement, and management recommendations, and Grantor's plan with regard to retaining snag trees, den trees, and downed trees);
 - (F) recreational considerations; and
 - (G) historic and cultural resource considerations (identification of known resources and associated management recommendations).
- (ii) Management Limitations. The use of chemicals for purposes of Section 4.04(l) (Commercial Plantation Forestry) will be permitted only if such use is consistent with Section 4.17 (Application of Chemicals).

4.05 Intensive Use. Grantor and Grantee acknowledge and agree that certain buildings, structures, and activities should be clustered and concentrated in very limited and specific areas on the Protected Property where, as of the granting of this Easement, such areas have existing structures and improvements or have otherwise been previously disturbed. With the assistance of qualified personnel, Grantor and Grantee have identified such Intensive Use Areas as depicted on **Exhibit B** and in the Baseline Documentation, collectively comprising less than 0.41% of the total acreage of the Protected Property. Notwithstanding that permitted structures, uses, and activities within the Intensive Use Areas are all, by the restrictions and limitations in this Easement, subordinate to and supportive of the Conservation Purpose of this Easement to protect in perpetuity the Conservation Values of the Protected Property, the limitation of such structures, uses, and activities to the Intensive Use Areas is being undertaken as an additional step to prevent any harm to the Conservation Values of the Protected Property. Accordingly, Grantor and Grantee herein confirm that Grantor's exercise of the following reserved rights within the Intensive Use Areas shall be consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement. Any structures allowed pursuant to this Section 4.05 (Intensive Use) are not subject to the requirements of Section 4.06 (Structures and Buildings).

(a) Residential, Research, and Educational Structures.

- (i) Residential Structures. Within a single Intensive Use Area designated as the Residential Intensive Use Area in the Baseline Documentation, Grantor reserves the right to maintain, repair, and replace the residential buildings existing at the time of the granting of this Easement. Such residential buildings may be used for human habitation. Replacement of such residential buildings shall be limited to One Hundred Fifty Percent (150%) of the square footage of the original residential building measured as set forth in Section 4.06(1) (Measuring Square Footage). New residential buildings, such as a house, hunting lodge, mobile home, or house trailer, are prohibited. No condominium, timeshare, co-op, apartment, duplex, or other type of building that would increase residential use on the Protected Property shall be allowed. The replacement of residential buildings requires prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee;

Breach). Within the Residential Intensive Use Area, Grantor reserves the right to construct, maintain, repair, and replace ancillary non-residential structures and buildings as are customary to like residences in the region in which the Protected Property is located, such as domestic wells, garages, equipment sheds, dog runs, kennels, and pump houses; provided, however, that no human habitation shall be allowed in such ancillary structures.

- (ii) Research and Educational Structures. Only within the Intensive Use Areas, Grantor reserves the right to construct, place, bury, maintain, repair, and replace research and educational structures and buildings that further the Conservation Purposes of this Easement, which may include, but not be limited to pavilions; classrooms; residential buildings for student, faculty, or researcher housing; and all facilities necessary to support such structures and buildings, including wells for potable water.
- (b) Agriculture. Grantor reserves the right to conduct any agricultural activities within the Intensive Use Areas that are permitted by this Easement within Cultivated Agricultural Areas.
- (c) Hunt Camps. The Protected Property has hunt camps contained within Four (4) Intensive Use Areas identified in the Baseline Documentation, which hunt camps shall not be expanded beyond the boundaries of the Intensive Use Areas or relocated to any other Intensive Use Area. Within these Intensive Use Areas used as hunt camps, Grantor reserves the right to maintain, repair, and replace the recreational structures and buildings existing at the time of the granting of this Easement. Such existing recreational structures and buildings may include housing fixed to the ground, mobile homes, house trailers, recreational vehicles, garages, dining facilities, common areas, equipment sheds, domestic wells, dog runs, kennels, and pump houses. Within these Intensive Use Areas used as hunt camps, Grantor also reserves the right to construct, maintain, repair, and replace recreational structures and buildings as are customary to like hunt camps in the region in which the Protected Property is located, such as mobile homes, house trailers, domestic wells, garages, equipment sheds, dog runs, kennels, and pump houses; however, new recreational buildings that are fixed to the ground, such as a house or hunting lodge, are prohibited. Recreational structures and buildings may be used for short-term human

occupancy but shall not serve as a principal residence. The replacement of recreational buildings that are fixed to the ground requires prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). No new temporary or permanent roads or trails shall be created for the purpose of providing access to the Intensive Use Areas so long as such Intensive Use Areas are being used as hunt camps. No trees shall be cut, harvested, or removed within the hunt camps without the approval of Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) so long as such Intensive Use Areas are being used as hunt camps.

- (d) Energy Development Structures. Except as prohibited pursuant to Section 4.14 (Mineral, Gas, Oil, and Other Hydrocarbon Development), Grantor reserves the right to construct, place, bury, maintain, repair, and replace energy development structures, as defined in Section 1.05 (Energy Development Structure), for non-commercial purposes within the Intensive Use Areas without regard to the restrictions contained in Section 4.06(f) (Energy Development). However, the energy generated, developed, or produced from such structures shall only be used to support structures on the Protected Property or structures on adjacent property owned by Grantor as of the Effective Date of this Easement as depicted on page 39 in the Baseline Documentation. The construction, placement, burying, and replacement of energy development structures within the Intensive Use Areas requires prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach).
- (e) Roads, Trails, Staging Areas, and Parking Lots. Without regard to the restrictions contained in Section 4.07 (Roads, Trails, Staging Areas, and Parking Lots), Grantor reserves the right, within the Intensive Use Areas, to construct, maintain, repair, and replace improved, unimproved, paved, unpaved, temporary, and permanent roads, trails, staging areas, parking lots, and similar surfaces, as well as to install, maintain, repair, and replace bridges, culverts, roadside ditches, low water crossings, and accessory road structures along such roads, trails, staging areas, parking lots, and similar surfaces. The construction and replacement of roads, trails, staging areas, parking lots, and similar surfaces within the Intensive Use Areas requires prior notice to Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). The materials, width,

and grading of such roads, trails, staging areas, and parking lots shall conform to any applicable best management practices (as defined by the applicable State entity or other authoritative entity) based upon intended use. Grantor shall conduct reasonable measures to reduce soil erosion including using best management practices when conducting any construction, installation, or replacement activities pursuant to this Section 4.05(e) (Roads, Trails, Staging Areas, and Parking Lots). Any road, trail, staging area, parking lot, or similar surface constructed or extended pursuant to this Section 4.05(e) (Roads, Trails, Staging Areas, and Parking Lots) shall not provide access to any property other than the Protected Property.

- (f) Vegetation Maintenance and Timber. Except as prohibited pursuant to Section 4.05(c) (Hunt Camps), Grantor reserves the right to cut, harvest, and remove grass, trees, and other vegetation from the Intensive Use Areas for commercial and non-commercial purposes.
- (g) Alteration of Topography. Grantor reserves the right to alter the topography of the Protected Property within the Intensive Use Areas as necessary for the exercise of reserved rights within this Section 4.05 (Intensive Use). However, such activities shall minimize soil erosion inside and outside of the Intensive Use Areas. Except as specifically allowed in this Section 4.05 (Intensive Use), no soil or other materials resulting from such alteration shall be removed from the Protected Property for commercial or non-commercial purposes. Within the Intensive Use Areas, Grantor also reserves the right to deposit and store fill material obtained from off the Protected Property for permitted uses on the Protected Property, such as repairing roads and levees.
- (h) Utilities. All structures within the Intensive Use Areas may be connected to utility services. Without regard to the restrictions contained in Section 4.06(e) (Utilities), Grantor reserves the right to construct, place, bury, and camouflage, as well as to maintain, repair, and replace, utility service structures, as defined in Section 1.16 (Utility Service Structure), within the Intensive Use Areas. However, such utility service structures shall not provide benefits to properties other than the Protected Property or structures on adjacent property owned by Grantor as of the Effective Date of this Easement as depicted on page 39 of the Baseline Documentation. The construction,

placement, and burying of utility service structures within the Intensive Use Areas do not require notice or approval; however, such activities conducted outside of the Intensive Use Areas do require prior notice to Grantee as set forth in Section 4.06(e) (Utilities).

(i) Septic Systems. Grantor reserves the right to install, repair, maintain, and replace septic systems within the Intensive Use Areas to service buildings and uses permitted pursuant to this Section 4.05 (Intensive Use).

(j) Retail and Commercial Prohibitions. Grantor and Grantee acknowledge and agree that the Intensive Use Areas may contain unused, existing structures that imply uses that would be prohibited by this Easement. Nothing in this Section 4.05 (Intensive Use) extends to Grantor the right to conduct onsite retail or commercial activities that are otherwise prohibited by this Easement; or to construct structures or buildings that support such activities including, but not limited to shops, hotels, and service stations; or to use the existing structures and buildings to conduct such activities. Permissible commercial activities shall only include activities allowed pursuant to Section 4.03 (Upland Forests), Section 4.04 (Agricultural Use), Section 4.05(b) (Agriculture), Section 4.05(f) (Vegetation Maintenance and Timber), Section 4.09 (Recreational, Charitable, Research, and Educational Use), Section 4.12(b) (Leases), Section 4.12(d) (Government Programs), Section 4.12(e) (Lease to University), and Section 4.30 (Agroecology Research). Permissible commercial activities do not include (i) industrial activities or (ii) retail or hospitality activities that require additional buildings or that increase vehicular traffic. Home offices within a residential building or an agricultural building permitted pursuant to Section 4.05(a) (Residential, Research, and Educational Buildings) or Section 4.05(b) (Agriculture) are allowed.

4.06 Structures and Buildings. The Protected Property contains those structures and buildings identified in the Baseline Documentation. No additional temporary or permanent structures or buildings, as defined in Section 1.14 (Structure) and Section 1.03 (Building), respectively, of any kind shall be constructed, placed, or buried, on the Protected Property. No mobile homes, house trailers, temporary shelters, vehicles, or other movable platforms shall be located on the Protected Property for extended periods of time if inconsistent with the terms of this Easement, including, but not limited to, movable structures for human habitation,

storage, and commercial or retail activities. However, Grantor reserves the following rights related to structures and buildings, in addition to the rights reserved in Section 4.02 (Wetlands, Watercourses, and Waterbodies), Section 4.04 (Agricultural Use), Section 4.05 (Intensive Use), and Section 4.07 (Roads, Trails, Staging Areas, and Parking Lots):

- (a) Existing Structures and Buildings. Grantor reserves the right to maintain, repair, remodel, demolish, and replace the existing structures and buildings identified in the Baseline Documentation. Replacement of structures and buildings is subject to Section 4.06(j) (Removal and Replacement of Structures and Buildings).
- (b) Signs. There shall be no construction or placing of signs, including, but not limited to, billboards or any structure depicting advertising materials of any sort on the Protected Property; provided, however, that the following small, unlit signs shall be permitted: signs indicating and identifying occupancy, signs providing warnings necessary to protect public safety, signs indicating public access or trespass restrictions, directional or trail signs, informational and educational signs or kiosks related to the Conservation Purposes, and temporary signs advertising the sale of the Protected Property. Subject to prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach), a limited number of signs permitted pursuant to this Section 4.06(b) (Signs) may be lit, subject to the requirements of Section 4.06(e) (Utilities) provided the lighting of such signs is not prohibited by any provisions in this Easement.
- (c) Recreational Blinds. Grantor reserves the right to construct, place, excavate, maintain, repair, replace, and relocate recreational blinds as defined in Section 1.13 (Recreational Blind) on the Protected Property so long as the recreational blinds are not connected to utility services and are no greater than One Hundred Sixty (160) square feet measured as set forth in Section 4.06(l) (Measuring Square Footage). Such recreational blinds shall be no taller than Twenty (20) feet measured from the ground to the top of the structure.
- (d) Footbridges and Boardwalks. Grantor reserves the right to construct or place, maintain, repair, and replace footbridges and boardwalks on the Protected Property. Such structures shall not be connected to utility services and shall be consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement. The

construction, placement, and replacement of any structures permitted pursuant to this Section 4.06(d) (Footbridges and Boardwalks) require prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach).

(e) Utilities. No utility service structures, as defined in Section 1.16 (Utility Service Structure), of any kind that provide benefits to other properties shall be constructed, placed, or buried across or upon the Protected Property. However, except where otherwise prohibited in other sections of this Easement, Grantor reserves the right to construct, place, bury, and camouflage, as well as to maintain, repair, and replace, utility service structures as necessary to provide utility services to permitted structures on the Protected Property. Where reasonably possible, utility service structures shall be located in and along corridors of existing improved permanent roads and trails or in Cultivated Agricultural Areas or Intensive Use Areas and shall be sited consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement. Grantor also reserves the right to construct, place, bury, and camouflage, as well as to maintain, repair, and replace, utility service structures as necessary to provide utility services to the adjacent property owned by Grantor on the Effective Date of this Easement as depicted on page 39 in the Baseline Documentation. The construction, placement, or burying of utility service structures requires prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach).

(f) Energy Development. No energy development structures, as defined in Section 1.05 (Energy Development Structure), shall be constructed, placed, or buried on the Protected Property, except as allowed pursuant to Section 4.05 (Intensive Use). However, subject to prior notice and approval by Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach), energy development structures (but not buildings) shall be allowed if they meet all of the following requirements: (i) support a permitted structure; (ii) supply energy only to the permitted structure; and (iii) are consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement. In addition, such energy development structures (but not buildings) shall be allowed without notice and approval if the energy development structures also meet all of the following requirements: (i) are sited in proximity to the particular permitted structure; (ii) do not

materially increase the ground footprint or height of the permitted structure; and (iii) are limited to an area no greater than Two Hundred (200) square feet.

- (g) Scientific Research Structures. Grantor reserves the right to construct, place, bury, maintain, repair, replace, and relocate anywhere on the Protected Property (i) scientific research structures that are not buildings, including hydrological, ecological, and atmospheric research, monitoring, and transmitting devices; and (ii) buildings used for the sole purpose of sheltering small scientific research structures from negative environmental factors so long as such buildings do not significantly increase the ground footprint or height of the particular scientific research structure. Such structures shall be designed, constructed, and located in a manner that is consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement. Such structures shall not exceed a height of eighty (80) feet measured from the ground to the top of the structure. By December 31 each year, Grantor shall provide Grantee with an inventory containing a map and description of all existing and anticipated scientific research structures, which inventory shall be approved by Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). Scientific research structures do not include energy development structures, as defined in Section 1.05 (Energy Development Structure), but energy development structures may be allowed in support of scientific research structures pursuant to Section 4.06(f) (Energy Development).
- (h) Small Educational Structures. Grantor also reserves the right to construct, place, excavate, maintain, repair, and replace small educational structures, and that are designed to support permitted research and educational activities (including sheltering persons from weather) subject to the following restrictions: (1) small education structures shall not be located within Wetland, Watercourse, and Waterbody Areas unless Grantee determines, in its sole discretion, that in addition to meeting all other applicable requirements as set forth in this Section 4.06(h) (Small Education Structures), such small education structures will not harm any wetlands, watercourses, and waterbodies; (2) small education structures shall not be connected to utility services, nor shall any energy development structure be integrated with or otherwise support such small education structures; (3) each small education structure shall be no greater than One Thousand (1,000) square feet, measured as set forth

in 4.06(l) (Measuring Square Footage), and the combined square footage of all education structures permitted under this Section 4.06(h) shall not exceed Ten Thousand (10,000) square feet in the aggregate; (4) each small education structure shall be no taller than Twenty (20) feet measured from the ground to the top of the structure; (5) small education structures shall not have floors that are paved including with petroleum derivate, concrete surfaces, or impermeable materials; and (6) the location of small education structures shall be consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement. The construction, placement, excavation, replacement, and relocation of small education structures requires prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach).

- (i) Other Structures. Other structures may be allowed pursuant to Section 4.02 (Wetlands, Watercourses, and Waterbodies), Section 4.04 (Agricultural Use), or Section 4.07 (Roads, Trails, Staging Areas, and Parking Lots). Except as specifically set forth in those Sections, those structures are subject to the rights and restrictions set forth in this Section 4.06 (Structures and Buildings). Structures allowed pursuant to Section 4.05 (Intensive Use) are not subject to this Section 4.06 (Structures and Buildings).
- (j) Removal and Replacement of Structures and Buildings. Except as otherwise specified herein, the right to replace structures and buildings as permitted herein is subject to the following restrictions: non-residential structures and buildings shall only be replaced with substantially similar structures and buildings, with substantially similar ground footprints, and in substantially the same locations. The replacement of buildings, but not structures, requires prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). At Grantor's sole discretion, Grantor may remove any of the structures or buildings existing at the time of the granting of this Easement or permitted herein and restore the location from which such structures and buildings have been removed to a condition substantially similar to that which existed prior to such permitted activity and construction.
- (k) Clearing and Vegetation Maintenance for Structures and Buildings. Grantor reserves the right to undertake clearing of trees and underbrush as necessary to construct any new

structures and buildings allowed pursuant to this Section 4.06 (Structures and Buildings). Grantor also reserves the right to cut and remove grass, trees, and other vegetation and to perform routine upkeep and maintenance immediately around any permitted structure and building on the Protected Property.

- (l) Measuring Square Footage. For purposes of determining compliance with any square footage limitations specifically set forth in this Easement, the square footage of the structure shall be determined by measuring at floor level from the exterior, including floored areas whether or not covered and covered areas whether or not floored, such as balconies, porches, terraces, and entry alcoves.
- (m) Structure Height. All structures and buildings located on the Protected Property, except scientific research structures permitted pursuant to Section 4.06(g) (Scientific Research Structures), shall be no taller than forty (40) feet measured from the ground to the top of the structure.
- (n) Lighting. Lighting that may be dangerous, distracting, or misleading to aircraft, as determined by the U.S. Air Force, operating from the Avon Park Air Force Range including, but not limited to, strobe lights, non-emergency vehicle rotating beacons, or light sources above 16,000 lumens, is prohibited.

4.07 Roads, Trails, Staging Areas, and Parking Lots. No construction or establishment of any new improved, unimproved, paved, unpaved, temporary, or permanent roads, trails, staging areas, parking lots, or similar surfaces, nor widening or extending of existing roads, trails, staging areas, or parking lots shall be permitted on the Protected Property. However, Grantor reserves the following rights related to roads, trails, and staging areas in addition to the rights reserved in Section 4.05 (Intensive Use):

- (a) Maintenance, Repair, and Replacement of Roads, Trails, and Staging Areas. Grantor reserves the right to maintain and repair roads, trails, and staging areas existing at the time of the granting of this Easement, as indicated in the Baseline Documentation, or permitted pursuant to this Section 4.07 (Roads, Trails, Staging Areas, and Parking Lots). Grantor also reserves the right, subject to prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach), to replace these roads,

trails, and staging areas at the same locations with roads, trails, and staging areas of like size and composition. Maintenance and repair of roads, trails, and staging areas shall be limited to normal, local practices for roads, trails, and staging areas of similar size and composition, including the following:

- (i) Bridges, Culverts, Roadside Ditches, Low Water Crossings, and Accessory Road Structures. Grantor reserves the right, subject to Section 4.06 (Structures and Buildings), to install, maintain, repair, and replace bridges, culverts, roadside ditches, low water crossings, and accessory road structures along existing roads, trails, and staging areas as necessary to prevent soil erosion, promote safety, and avoid harm to the perpetual protection of the Conservation Values. The installation and replacement of such structures requires prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach).
 - (ii) Clearing of Vegetation. To prevent hazards to human safety and to remove impediments to travel, Grantor reserves the right to remove and prune underbrush, trees, and other vegetation along corridors of existing improved roads, trails, and staging areas and along corridors of existing unimproved roads and trails. However, these activities shall not widen the corridors of existing improved roads, trails, or staging areas, or the corridors of existing unimproved roads and trails located within Upland Forests, Native Range Areas, or Wetland, Watercourse, and Waterbody Areas, without notice from Grantor and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach).
- (b) Construction or Establishment of Unimproved Roads and Trails. Grantor reserves the right to construct or establish and maintain unimproved roads and trails. Unimproved roads and trails shall not be paved including with petroleum derivate, concrete surfaces, or impermeable materials, and no materials, including gravel and aggregate, shall be used in the construction or establishment of unimproved roads and trails. Grantor may install, maintain, repair, and replace bridges, culverts, roadside ditches, low water crossings, and accessory road structures along unimproved roads and trails as necessary to prevent soil erosion, promote safety, and avoid harm to the perpetual protection of the Conservation Values. Underbrush, trees, and other vegetation may be removed and cleared as necessary to construct or establish and maintain the unimproved roads, trails, and associated road

and trail corridors. The topography of the Protected Property shall not be altered in the construction or establishment of unimproved roads and trails. The construction, establishment, siting, and design of unimproved roads and trails shall avoid soil erosion and shall be consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement. The following activities conducted pursuant to this Section 4.07(b) (Construction or Establishment of Unimproved Roads and Trails) require prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach): (1) the installation or replacement of bridges, culverts, roadside ditches, low water crossings and accessory road structures; (2) removal and clearing of trees; and (3) any activities conducted within Upland Forests, Native Range Areas, Improved Pasture Areas, or Wetland, Watercourse, and Waterbody Areas. If, through subsequent use, unforeseen circumstances, or otherwise, Grantee determines that any unimproved road or trail has caused harm to the Conservation Values or is likely to cause harm to the Conservation Values, Grantor shall immediately re-design the road or trail to be consistent with the perpetual protection of the Conservation Values and, if necessary, restore the road or trail and any associated surface disturbance to a condition similar to the condition existing prior to its construction or establishment by removing structures and replanting suitable vegetation; Grantor may allow such removed road or trail and associated surface disturbance to revert to its natural condition.

- (c) Construction of Improved Temporary Roads, Trails, and Staging Areas. Grantor reserves the right to construct and maintain improved temporary roads, trails, and staging areas only to provide access that is unavoidable and necessary to conduct activities permitted in this Easement. Improved temporary roads, trails, and staging areas may be constructed with materials such as gravel and aggregate but shall not be paved including with petroleum derivate, concrete surfaces, or impermeable materials. Grantor may install, maintain, repair and replace bridges, culverts, roadside ditches, low water crossings, and accessory road structures along improved temporary roads, trails, and staging areas as necessary to prevent soil erosion, promote safety, and avoid harm to the Conservation Values. Trees, underbrush, and other vegetation may be removed and cleared as necessary to construct and maintain the improved temporary roads, trails, associated road and trail corridors, and staging areas. The topography of the Protected Property may be altered in

the construction of improved temporary roads, trails, and staging areas. The construction, siting, and design of improved temporary roads, trails, and staging areas shall be consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement. Once the permitted activity requiring the improved temporary road, trail, or staging area is complete, the road, trail, or staging area and any associated surface disturbance shall be restored to a condition similar to the condition existing prior to its construction by removing construction material, restoring topography, and replanting suitable vegetation. Grantor may allow the road, trail, or staging area and associated surface disturbance to revert to its natural condition through natural regeneration. Prior to the commencement of any activities conducted pursuant to this Section 4.07(c) (Construction of Improved Temporary Roads, Trails, and Staging Areas), Grantor shall provide notice and obtain approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). Such notice shall clearly articulate the purpose and duration of the improved temporary road, trail, or staging area, and plans for restoration of the affected area.

- (d) Construction of Improved Permanent Roads and Trails. Grantor reserves the right to construct and maintain improved permanent roads and trails as set forth in Sections 4.07(d)(i) (Roads and Trails to Intensive Use Areas), 4.07(d)(ii) (Roads and Trails within Cultivated Agricultural Areas and Improved Pasture Areas), 4.07(d)(iii) (Access Road to Existing Adjacent Property), and 4.07(d)(iv) (Improvement of Existing Roads and Trails) below. Grantor may install, maintain, repair, and replace bridges, culverts, roadside ditches, low water crossings, and accessory road structures along improved permanent roads and trails as necessary to prevent soil erosion, promote safety, and avoid harm to the Conservation Values. Trees, underbrush, and other vegetation may be removed and cleared as necessary to construct and maintain the improved permanent roads, trails, and associated road and trail corridors. The topography of the Protected Property may be altered in the construction of improved permanent roads and trails. The construction, siting, and design of improved permanent roads and trails shall avoid soil erosion and shall be consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement. Prior to the commencement of any activities conducted pursuant to this Section 4.07(d) (Construction of Improved Permanent Roads

and Trails), Grantor shall provide notice and obtain approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) for any roads and trails that are paved, including with petroleum derivate, concrete surfaces, or impermeable materials, and the required notice should include the length, width, and total square footage of the planned road or trail.

- (i) Roads and Trails to Intensive Use Areas. Subject to the limitations set forth in Section 4.05(c) (Hunt Camps), Grantor reserves the right to construct not more than Two (2) improved permanent roads or trails, each connecting either a single Intensive Use Area to a public road used to access the Protected Property or connecting one Intensive Use Area to another Intensive Use Area; however, existing roads and trails shall be used whenever possible. Such roads and trails may be constructed with materials such as gravel and aggregate and may be paved including with petroleum derivate, concrete surfaces, or impermeable materials.
- (ii) Roads and Trails within Cultivated Agricultural Areas and Improved Pasture Areas. Grantor reserves the right to construct improved permanent roads and trails within the Cultivated Agricultural Areas and Improved Pasture Areas as necessary for the exercise of Grantor's reserved agricultural rights; provided, however, existing improved roads and trails shall be used whenever possible. Such roads and trails may be constructed with materials such as gravel and aggregate but shall not be paved including with petroleum derivate, concrete surfaces, or impermeable materials.
- (iii) Access Road to Existing Adjacent Property. Without regard to the restrictions of Section 4.07(g) (Access), Grantor reserves the right to construct a road or trail through the Protected Property from U.S. Highway 441 to the adjacent property owned by Grantor on the Effective Date of this Easement as depicted on page 39 in the Baseline Documentation so long as traffic and disturbance along the other roads and trails of the Protected Property are not materially increased as a result of such access. Such road or trail may be constructed with materials such as gravel and aggregate and may be paved including with petroleum derivate, concrete surfaces, or impermeable materials.
- (iv) Improvement of Existing Roads and Trails. Grantor reserves the right to improve the existing unimproved roads and trails as depicted on page 47 of the Baseline

Documentation. Such roads and trails may be improved with materials such as gravel and aggregate but shall not be paved including with petroleum derivate, concrete surfaces, or impermeable materials.

- (e) Best Management Practices. The materials, width, and grading of all roads, trails, and staging areas shall conform to any applicable best management practices (as defined by the applicable state entity or other authoritative entity) based upon intended use.
- (f) Erosion Control. Grantor shall conduct reasonable measures to reduce soil erosion including using best management practices when conducting any construction, establishment, installation, maintenance, repair, or replacement activities pursuant to this Section 4.07 (Roads, Trails, Staging Areas, and Parking Lots).
- (g) Access. Any road, trail, or staging area constructed or established pursuant to this Section 4.07 (Roads, Trails, Staging Areas, and Parking Lots) shall not provide access to any property other than the Protected Property. However, subject to prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach), such roads and trails, but not staging areas, may provide access to an adjacent property if (1) the adjacent property is owned by Grantor at the time of Grantor's notice to Grantee; (2) the adjacent property is encumbered by a conservation easement or similar restrictions held by Grantee or another qualified organization under the provisions of Section 1.12 (Qualified Organization); (3) traffic and disturbance along the roads or trails of the Protected Property are not materially increased; and (4) such access is consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement.

4.08 Subdivision. Except as expressly provided herein, the Protected Property shall remain a single undivided tract of land under unified ownership, which may be joint or undivided. Notwithstanding that the Protected Property may have been acquired in separate parcels, the Protected Property may not be subdivided, partitioned, or otherwise divided from the whole including through the use of horizontal property regimes and ground leases (as defined in Section 1.06 (Ground Lease)). The prohibition on subdivision is subject to the following exceptions and requirements:

(a) Subdivision Requirements. Grantor may subdivide the Protected Property pursuant to this Section 4.08(a) (Subdivision Requirements) subject to the following restrictions:

- (i) Grantor reserves the right to divide the Protected Property into no more than Three (3) separate tracts, each tract comprising not less than Five Thousand (5,000) contiguous acres. Conveyance of such subdivided tracts is subject to all of the requirements of this Section 4.08 (Subdivision) and Section 5.06 (Subsequent Conveyances). This right to divide the Protected Property shall not be accomplished through the use of a ground lease, as defined in Section 1.06 (Ground Lease), or a horizontal property regime;
- (ii) Grantor shall provide the Notice of Transfer to Grantee pursuant to Section 5.06(b) (Subsequent Conveyances); such Notice of Transfer is subject to Grantee's approval that Grantor has (1) complied with the requirements of this Section 4.08 (Subdivision), and (2) complied with the requirements of Section 5.06(a) (Permissible Transferees);
- (iii) The Notice of Transfer required in Section 4.08(a)(ii) shall trigger Grantee's right of first refusal pursuant to Section 5.06(e) (Grantee's Right of First Refusal);
- (iv) Such subdivision shall be consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement, and shall have a *de minimis* effect on Grantee's monitoring, enforcement, and stewardship responsibilities outlined in Section 3.01 (Right of Enforcement) and Section 3.02 (Right of Entry and Access) above; and
- (v) In no event shall the total number of limited, quantifiable reserved rights contained in this Easement multiply or increase as a result of the subdivision of the Protected Property. The allocation of limited, quantifiable reserved rights must be made in the deed for conveyance exercising Grantor's subdivision right, and in the event that no specific allocation of reserved rights is made, any and all reserved rights shall be deemed to have remained with the property retained by the Grantor.

(b) Exception for Boundary Line Adjustments: Subject to the requirements of Section 4.08(a)(iv), Section 4.08(a)(v), and Section 4.08(c) (Conveyance Subject to Easement), Grantor may enter into boundary line agreements after approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) that result solely in

conveyances of parcels smaller than the whole to resolve boundary disputes arising from a *bona fide* legal dispute over any boundary line.

- (c) Conveyance Subject to the Easement. Any transfer of any interest in the Protected Property pursuant to the provisions of this Section 4.08 (Subdivision) shall be subject to the provisions of this Easement in all respects, including, but not limited to, provisions restricting the building of structures and roads on the conveyed parcels.

4.09 Recreational, Charitable, Research, and Educational Use.

- (a) Traditional Outdoor Recreational Activities. Grantor reserves the right, for itself and its guests, lessees, and visitors, to use the Protected Property for traditional outdoor recreational activities as defined in Section 1.15 (Traditional Outdoor Recreational Activities) provided that such activities are consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement. Grantor reserves no additional rights to construct, place, or bury structures, buildings, roads, trails, or staging areas on the Protected Property for activities conducted pursuant to this Section 4.09(a) (Traditional Outdoor Recreational Activities) apart from those rights reserved in Section 4.05 (Intensive Use), Section 4.06 (Structures and Buildings), and Section 4.07(b) (Construction or Establishment of Unimproved Roads and Trails). No right of access to the general public to any portion of the Protected Property is conveyed or created by this Easement.
- (b) Tourism. Grantor reserves the right to allow visitors onto the Protected Property, for or without compensation, for enjoyment of or education about the Protected Property, such as agritourism and ecotourism, provided that such activities are consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement. There shall be no structures, buildings, roads, trails, staging areas, or parking lots constructed, placed, or buried on the Protected Property for activities conducted pursuant to this Section 4.09(b) (Tourism) except for signs permitted pursuant to 4.06(b) (Signs). For purposes of this Easement, agritourism is not considered agriculture as defined in Section 1.01 (Agriculture); thus, Grantor gains no additional agritourism rights pursuant to Section 4.04 (Agricultural Use).

(c) Charitable, Research, and Educational Activities. In addition to any other rights reserved hereunder, Grantor reserves the right to conduct charitable, scientific research, and educational activities subject to the restrictions contained elsewhere in this Easement. Such charitable, scientific research, and educational activities shall be consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement. Nothing in this Section 4.09(c) (Charitable, Research, and Educational Activities) shall be deemed to permit any structures that are not otherwise expressly permitted elsewhere in this Easement, nor does this Section 4.09(c) (Charitable, Research, and Educational Activities) permit any activities or uses of the Protected Property that are otherwise expressly prohibited elsewhere in this Easement. Permitted charitable, scientific research, and educational activities may include:

- (i) endangered species research and educational programs;
- (ii) habitat and range management and enhancement research and educational programs;
- (iii) natural resource conservation management research and educational programs;
- (iv) air, water, and soil quality monitoring, research, and educational programs;
- (v) soil conservation and restoration research and educational programs;
- (vi) conducting field trips, seminars, workshops, and other educational programs related to the Conservation Values;
- (vii) research and educational programs regarding non-commercial alternative energy sources, including solar energy and wind energy;
- (viii) retail activities that are supportive of and subordinate to the mission of a charitable/tax-exempt Grantor, including but not limited to the sale of books or educational materials;
- (ix) the right to engage in fundraising to support any rights reserved in this Easement or the performance of any obligations contained herein; and
- (x) scientific research related to the mission of IFAS.

4.10 Introduced Species. There shall be no intentional introduction to the Protected Property of plant, fungus, animal, or other species that (i) are not native to or naturally occurring in Florida in similar habitats as those described in Section 2.04 (Natural Habitats); (ii) cause harm to or displace plant and animal communities that are native to Florida in similar habitats as those described in Section 2.04 (Natural Habitats); or (iii) are listed as nuisance

exotic or non-native plants by the IFAS Assessment of Non-Native Plants in Florida's Natural Areas, or its successor. However, Grantor reserves the right, subject to the terms of Section 4.11 (Nuisance Species Control), to introduce to the Protected Property those species that are allowed by local, state, or federal laws and regulations for use as biological controls of nuisance species. In addition, within Cultivated Agricultural Areas, Improved Pasture Areas, and Intensive Use Areas, Grantor reserves the right, consistent with Section 4.22 (Listed Species), to introduce those non-native plant species traditionally and prevalently utilized in Florida for permissible agricultural activities. Grantor also reserves the right, subject to the requirements of Section 4.04(c) (Grazing), to introduce those non-native domesticated animal species traditionally and prevalently utilized in Florida for permissible agricultural activities.

4.11 Nuisance Species Control. Grantor shall, to the extent practical, control and prevent the spread of those species listed as nuisance exotic or non-native plants by the IFAS Assessment of Non-Native Plants in Florida's Natural Areas, or its successor. Furthermore, Grantor reserves the right to implement mechanical, biological, chemical, and other means to control nuisance species as defined in Section 1.09 (Nuisance Species). Notice to and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) shall be required for nuisance species control measures conducted in in Upland Forests, Native Range Areas, and Wetland, Watercourse, and Waterbody Areas. All nuisance species control measures shall be implemented in accordance with local, state, and federal laws and regulations, and shall be consistent with the perpetual protection of the Conservation Values and Conservation Purpose of this Easement.

4.12 Leases and Other Less-Than-Fee Interests. Grantor reserves the right to lease or grant other less-than-fee interests, as specified in (a) through (e) below, in all or a portion of the Protected Property, for or without compensation, for any use permitted to Grantor under this Easement provided that such lease or other interest is (i) subject to and subordinate to the terms of this Easement; (ii) is consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement; (iii) will not constitute a subdivision of the Protected Property; and (iv) is, for new leases or renewal of existing leases, for a term of Five (5) years or less (inclusive of any renewal terms) unless otherwise approved by

Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). Grantee acknowledges its approval of the lease term for all leases identified in the Baseline Documentation that are existing as of the Effective Date of the grant of this Easement. If Grantor exercises its rights pursuant to this Section 4.12 (Leases and Other Less-Than-Fee Interests), Grantor remains responsible for compliance with the terms of the Easement. Nothing within this Section 4.12 (Leases and Other Less-Than-Fee Interests) permits the severance of water rights or rights to the subsurface minerals, gas, oil, and other hydrocarbons. Grantor's right to lease or grant other less-than-fee interests is subject to the following additional reservations and restrictions:

- (a) Easements. No easements, including rights of access, across or upon the Protected Property shall be granted to third parties. However, the following easements shall be allowed subject to prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach):
 - (i) Easements for utility service structures permitted under Section 4.06(e) (Utilities).
 - (ii) Ingress-egress easements necessary for access to any new tracts created pursuant to Section 4.08 (Subdivision), subject to the provisions of Section 4.07 (Roads, Trails, Staging Areas, and Parking Lots).
 - (iii) Easements in gross for the purpose of additional protection of the Conservation Values.
- (b) Leases. Permitted leases, consistent with and subject to the terms of this Easement, include the following: residential leases, agricultural leases, livestock grazing leases, leases and rentals of permitted buildings, timber leases, and leases for traditional outdoor recreational activities, including, but not limited to, sporting and hunting club leases, recreational leases offered through government programs, and daily access fees.
- (c) Ground Leases. Ground leases, as defined in Section 1.06 (Ground Lease), are prohibited.
- (d) Government Programs. Grantor reserves the right to participate in federal, state, or other government-sponsored grants, contracts, programs, or leases for any activity or use

permitted by this Easement so long as such participation is consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement.

(e) Lease to University. Provided any such lease is subject to and subordinate to this Easement, Grantee hereby consents to the lease of the Protected Property by Grantor to any University Party, as defined in Section 5.06(e) (Grantee's Right of First Refusal), including any lease or sublease to University for use of the Protected Property by IFAS, within Thirty (30) days of the Effective Date of this Easement, without any additional notice that may be required by this Easement, to enable the University to exercise all of Grantor's reserved rights contained within this Easement and to implement and protect the Conservation Purpose of this Easement. Grantor shall provide Grantee with a written copy of such lease within Thirty (30) days of the Effective Date of this Easement, but the rent or any financial terms may be redacted or removed therefrom.

4.13 Alteration of Topography. The topography of the Protected Property shall not be altered in other than a *de minimis* manner by activities including, but not limited to, filling, excavating, cultivation, leveling, and dredging, except as expressly allowed in Section 4.02 (Wetlands, Watercourses, and Waterbodies), Section 4.04 (Agricultural Use), Section 4.05 (Intensive Use), Section 4.06 (Structures and Buildings), and Section 4.07 (Roads, Trails, Staging Areas, and Parking Lots). Provided, however, Grantor reserves the right to extract material for use on the Protected Property from spoil piles above the natural grade of the land existing on the Protected Property at the time of the granting of this Easement or resulting from permissible activities conducted pursuant to this Easement.

4.14 Mineral, Gas, Oil, and Other Hydrocarbon Development. The exploration, development, mining, surface mining, excavation, extraction (by surface or subsurface methods), dredging, or removing from the Protected Property of surface or subsurface soil, loam, peat, gravel, sand, rock, coal, minerals, gas, oil, or other hydrocarbons located in, on, or under the Protected Property (collectively "Minerals") are strictly prohibited. In addition, the rights to the Minerals shall not be severed from the Protected Property. Grantor shall not consent to any use or activity prohibited by this Section 4.14 (Mineral, Gas, Oil, and Other Hydrocarbon Development).

- 4.15 Waste and Underground Storage Tanks. Except as may be specifically allowed pursuant to Section 4.05 (Intensive Use), there shall be no landfills, underground storage tanks, incinerator for the destruction of waste material, or dumping, storing, disposal, or treatment of municipal solid waste, household waste, industrial waste, construction and demolition debris, ashes, or hazardous substances or waste on any portion of the Protected Property; provided, however, Grantor shall have the right, within the Intensive Use Areas, (i) to compost, burn, or store normal and customary waste generated on the Protected Property by permitted activities and uses and (ii) to store such waste for removal at reasonable intervals.
- 4.16 Pollutants. There shall be no release, generation, treatment, disposal, or abandonment on the Protected Property of any substance defined, listed, or otherwise classified pursuant to any local, state, or federal law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or as harmful or threatening to human health or the environment.
- 4.17 Application of Chemicals. The application of chemicals in those amounts and with that frequency of application as approved by the laws and regulations of the United States and the State of Florida, including, but not limited to, fungicides, fertilizers, biocides, herbicides and rodenticides, necessary to accomplish reasonable activities permitted by the terms of this Easement, shall be permitted provided said application is consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement.
- 4.18 Unmanned Aircraft Systems. Grantor reserves the right to operate unmanned aircraft systems (commonly known as “drones”) in the Protected Property airspace pursuant to policies or procedures approved by Grantee and the Avon Park Air Force Range.
- 4.19 Game Farms. The use of the Protected Property as an exotic game farm, high-fence hunting preserve, fur farm, zoo, or menagerie is prohibited.
- 4.20 Flight Hazards. Operations of any type that produce smoke, glare, or other visual hazards, or that encourage large concentrations of birds that may be dangerous for aircraft operating from the Avon Park Air Force Range, except as expressly allowed in Section 4.23 (Prescribed Fire), are prohibited.

- 4.21 Historic or Archaeological Significance. Acts or uses on the Protected Property that are detrimental to the preservation of the structural integrity or physical appearance of any portions of the Protected Property having historical or archaeological significance as detailed in the Baseline Documentation shall be prohibited. Grantor shall notify the Florida Department of Historical Resources or its successor if historical, archaeological, or cultural sites are discovered on the Protected Property at any future date, and any sites deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist as of the Effective Date of this Easement.
- 4.22 Listed Species. Actions or activities that may reasonably be expected to adversely affect state or federally-listed threatened or endangered species shall be prohibited.
- 4.23 Prescribed Fire. Grantor shall have the right to conduct controlled or prescribed burning on the Protected Property, including the right to maintain existing fire lines and construct and maintain new fire lines; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning. The construction of new fire lines in Upland Forests, Native Range Areas, Wildlife Food Plots and Wetland, Watercourse, and Waterbody Areas shall be subject to prior notice and approval from Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). In emergency situations involving wildfire, Grantor or other parties may construct new fire lines to prevent harm to the Conservation Values without first providing notice to Grantee. In such emergency situations, Grantor shall provide notice to Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) as soon as possible after the commencement of the wildfire event, and Grantee may, depending upon the scope of such emergency fire line construction and the impact to the Conservation Values, require Grantor to provide a habitat restoration plan to Grantee, within Sixty (60) days after notice to Grantee for approval pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach).
- 4.24 Development Density. Including the Protected Property or any portion thereof as part of the gross area of any 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 shall be prohibited.

- 4.25 Transfer of Development Rights. Transferring to any other property pursuant to a transferable development rights plan, cluster development arrangement, or otherwise, those development rights which are encumbered and extinguished by this Easement shall be prohibited. Grantor and Grantee by this Easement permanently and irrevocably terminate and extinguish all development rights (except such rights as are specifically reserved to Grantor by this Easement) that are now, or hereafter may be, allocated to, appurtenant to, implied, reserved, or inherent in or to the Protected Property.
- 4.26 Retail, Commercial, and Industrial Activities. Except for compatible activities specifically reserved in Section IV (Grantor's Reserved Rights and Restrictions), retail, commercial, and industrial activities are prohibited on the Protected Property.
- 4.27 Residential Uses. Except for compatible activities specifically reserved in Section IV (Grantor's Reserved Rights and Restrictions), residential uses and other building development are prohibited on the Protected Property.
- 4.28 Destruction of Trees, Grasses, and Other Vegetation. Except for permitted activities specifically reserved in Section IV (Grantor's Reserved Rights and Restrictions), cutting, removing, digging, excavating, plowing, disking, filling, or otherwise destroying trees, grasses, or other vegetation are prohibited on the Protected Property.
- 4.29 Motorized Vehicles. Grantor reserves the right to use motorized vehicles on established roads and trails on the Protected Property in connection with the uses permitted by this Easement; there shall be no off-road operation of motorized vehicles except as necessary (i) to protect or enhance the Conservation Values of the Protected Property, (ii) to conduct activities permitted in this Easement provided such operation is consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement, or (iii) for emergency purposes.
- 4.30 Agroecology Research. Grantor may, after notice and approval by Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach), which notice shall include a detailed plan of any activities or uses to be conducted, the period of such activities or uses, and any restoration that may be appropriate, engage in scientific research associated with agriculture or ecology on limited portions of the Protected Property that are consistent with

the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement.

- 4.31 No Use Inconsistent with Conservation Purpose. Grantor and Grantee recognize that this Easement cannot foresee and address every circumstance that may arise in the future. Grantor reserves the right to engage in any and all activities or uses not expressly prohibited herein (including, but not limited to, restoration or other activities that enhance, improve, or benefit the Conservation Values of the Protected Property), provided such activities and uses are consistent with the perpetual protection of the Conservation Values and the Conservation Purpose of this Easement. In the event of a dispute between Grantor and Grantee in determining whether an activity or use is prohibited under this Section 4.30 (No Use Inconsistent with Conservation Purpose), Grantee and Grantor will resolve the matter in accordance with the dispute resolution provisions described in Section 5.12 (Resolution of Disputes). Notwithstanding the provisions of Section 5.12 (Resolution of Disputes), in no event may Grantee agree to any use or activity that may have an adverse impact on the perpetual protection of the Conservation Values or be inconsistent with the Conservation Purpose. See also Section 4.05 (Intensive Use), with respect to the location of certain activities and uses within the Intensive Use Areas.

Section V.

GENERAL COVENANTS

5.01 Notice to Grantee; Approval by Grantee; Breach

- (a) Notice to Grantee. Not less than Thirty (30) days prior to the commencement of any use or activity for which notice or approval is specifically required by the terms of this Easement, unless another timeframe is specifically provided herein, Grantor agrees to notify Grantee in writing ("Notice"). The Notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to monitor such use or activity and shall also include information evidencing the conformity of such use or activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity

with existing land use regulations. At Grantee's sole discretion, Grantee may permit commencement of the use or activity less than Thirty (30) days (or such other applicable timeframe that is specifically provided herein) after receiving Grantor's Notice, containing the information required by this Section 5.01(a) (Notice to Grantee). In emergency situations that present immediate hazard to persons or property or that could imminently result in harm to the Conservation Values, Grantor's required Notice may occur as soon as possible after commencement of any emergency activities necessary to abate the immediate hazard to persons or property or imminent threat to the Conservation Values.

- (b) Approval by Grantee of Sites or Activities. The exercise of any right to engage in any activity for which approval is specifically required by the terms of this Easement shall be subject to the prior written approval by Grantee of the activity and/or of the site for such proposed activity, as the case may be. Grantor shall request such approval in writing. Grantee's approval shall take into account the following criteria:

(i) Whether or not the proposed activity conforms with the requirements of the applicable paragraphs under which the right is reserved hereunder and, when applicable, whether or not the proposed activity conforms with existing land use regulations;

(ii) whether or not use of the site and/or the proposed activity would impair the scenic qualities of the Protected Property that are visible from public roads or public lands;

(iii) whether or not use of the site and/or the proposed activity would have an adverse impact on a natural habitat as described in Section 2.04 (Natural Habitats) or would have a material adverse effect on the movement of wildlife on the Protected Property;

(iv) whether or not use of the site for the proposed activity would impair water quality or quantity on the Protected Property;

(v) in the case of any proposed subdivision, whether or not the proposed subdivision meets the specific requirements set forth in Section 4.08 (Subdivision);

(vi) in the case of a proposed conveyance of all or any portion of the Protected Property, whether or not the proposed conveyance meets the requirements of Section 5.06 (Subsequent Conveyances); and

(vii) whether or not the proposed activity or use for the proposed activity would otherwise impair the perpetual protection of the Conservation Values or be inconsistent with the Conservation Purpose of this Easement.

Grantee's approval shall not be unreasonably withheld unless the relevant Easement terms allow for approval at Grantee's sole discretion in which case Grantee's determination shall be made pursuant to a good faith exercise of Grantee's professional judgment. Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them (either separately or jointly) under this Section 5.01(b). After submission by Grantor to Grantee of a plan for any use or activity subject to Grantee's approval and proposed to be ongoing, such as a management plan, which includes appropriate details about the nature, extent, and anticipated time frame for such use or activity, Grantee may provide approval for such ongoing activity or management plan pursuant to this Section 5.01 (Notice to Grantee; Approval by Grantee; Breach). With respect to any management plan submitted to Grantee for approval under this Section 5.01(b), Grantee reserves the right, in its reasonable discretion, to require that such management plan be reviewed and approved by an independent third-party subject matter expert on the uses or activities contemplated by such management plan, or on the consistency of such uses or activities with the perpetual protection of the Conservation Values of the Protected Property.

- (c) Grantee's Approval or Withholding of Approval. When Grantee's approval is required, Grantee shall grant or withhold its approval in writing within Thirty (30) days of receipt of Grantor's written request therefor. Failure of Grantee to respond in writing within such Thirty (30) days shall be deemed to constitute denial by Grantee of any such request submitted for approval. A deemed denial shall be treated by all parties as procedural, rather than substantive, and Grantor may re-submit the request for approval without prejudice. In the case of withholding of approval, Grantee shall notify Grantor in writing with reasonable specificity of the reasons for withholding of approval, and the conditions, if any, on which approval might otherwise be given. In the case of educational or scientific research opportunities which require Grantee's approval in less than Thirty (30)

days, Grantor's notice shall provide the opportunity deadline date and Grantee will make a good faith effort to respond by the date in the notice if requested by Grantor.

(d) Breach. Failure to secure such approval or give such notice as may be required by this Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) shall be a material breach of this Easement notwithstanding any other provision of this Easement and shall entitle Grantee to such rights or remedies as may be available under Section 5.14 (Notice of Breach, Enforcement, Grantee's Remedies and Obligations).

(e) Method of Notice and Approval. Any notice or approval required by the terms of this Easement shall be in writing and shall be delivered by one of the following: (i) in-person (to be evidenced by a signed receipt); (ii) by certified mail, return receipt requested; (iii) by such commercial delivery service as provides proof of delivery; (iv) by regular U.S. mail; or (v) by electronic mail (only if receipt is acknowledged by an appropriate individual), to Grantor or Grantee, at the following addresses, unless one has been notified by the other, pursuant to the requirements of this Section 5.01 (to Grantee; Approval by Grantee; Breach), of a change of address or change of ownership:

GRANTEE

Wetlands America Trust, Inc.
Attn: Director of Land Protection
One Waterfowl Way
Memphis, TN 38120-2351

SUCCESSOR GRANTOR

University of Florida Foundation, Inc.
c/o General Counsel
1938 West University Avenue
Gainesville, FL 32603

And a copy to: University of Florida
Institute of Food and Agricultural Sciences
Attn: Office of Vice President

Agriculture and Natural Resources
1001 McCarty Hall D
Gainesville, FL 32611

5.02 Public Access. No term or provision contained within this Easement shall be construed as creating or conveying to the general public a right of access to any portion of the Protected Property.

5.03 Cost of Ownership. Grantor, its heirs, successors, and assigns, shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate liability coverage. This includes the payment of any and all real estate taxes or assessments levied on the Protected Property by authorized local, county, state or federal officials.

5.04 Permits and Adherence to Laws. Grantor agrees to exercise all reserved rights in accordance with all applicable local, state, and federal laws and regulations. Grantor is required and solely responsible for obtaining any applicable governmental permits and approvals for construction or any other activity permitted by this Easement. Nothing herein shall be construed to supersede or exempt the Protected Property from the application of laws and regulations affecting land uses on the Protected Property, or to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government or governmental agency having jurisdiction over the Protected Property, or to prohibit the imposition of further land use restrictions by Grantor or by operation of law.

5.05 Liens.

(a) Subordination of Existing Liens. Grantor certifies that, at the time of the granting of this Easement, all mortgages, deeds of trust, and other liens (collectively "**Liens**"), if any, affecting the Protected Property are subordinate to the terms and conditions of this Easement.

- (b) Subsequent Liens. No term or provision of this Easement shall be construed as impairing Grantor's ability to use the Protected Property as collateral for a subsequent monetary loan or other form of borrowing. Any Lien that may arise from said borrowing shall be subordinate to this Easement and shall not result in an impermissible subdivision.

5.06 Subsequent Conveyances.

- (a) Permissible Transferees. The Original Grantor as defined in Section 5.27 (Release of Original Grantor) and Grantee acknowledge that Original Grantor intends to convey the encumbered fee simple interest in the Protected Property to the Foundation for charitable purposes to continue existing agricultural, forestry, and limited recreational uses, and expand scientific research and educational use on the Protected Property. To preserve Original Grantor's intent, Grantor's conveyance of the encumbered fee simple interest in the Protected Property or portions of the Protected Property subdivided pursuant to Section 4.08 (Subdivision) shall be limited to the Foundation, the University, organizations that are exempt from federal income tax under Section 501(c)(3) of the Code with conservation as a component of the organizational mission ("**Exempt Organization**"), or a qualified organization under the provisions of Section 1.12 (Qualified Organization).
- (b) Subsequent Conveyances. Grantor shall comply with the provisions of Section 712.03(1), Florida Statutes, to reference the recording of this Easement in the public records in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Protected Property. Prior to such transfer, Grantor shall notify Grantee pursuant to Section 5.01 (Notice to Grantee; Approval by Grantee; Breach) of Grantor's intent to transfer any interest in the Protected Property and the notice shall set forth all the material terms and conditions of the proposed transfer ("**Notice of Transfer**"); such transfer is subject to Grantee's approval that (i) the transferee is a permissible transferee as set forth in Section 5.06(a) (Permissible Transferees) above, and (ii) the deed or other legal instrument properly incorporates the terms and conditions of this Easement pursuant to Chapter 712.03(1), Florida Statutes. Within ninety (90) days after such transfer, Grantor shall provide Grantee with a copy of the recorded deed. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Prior to any transfer of ownership by Grantor, Grantor hereby

authorizes Grantee to contact the persons to whom the Protected Property will be transferred, and other persons representing Grantor or other prospective transferees, to discuss with them the terms, history, and facts surrounding this Easement.

(c) Continuing Liability. Except as provided in Section 5.27 below, Grantor agrees to continue to be liable on a joint and several basis with any transferee for the correction of violations which occurred before or during Grantor's ownership of the Protected Property but prior to its transfer to a any subsequent owner, unless Grantor has received from Grantee an estoppel certificate or other sufficient confirmation from Grantee that Grantor is in compliance with the provisions of this Easement at the time of such transfer, and such estoppel certificate includes an express waiver and release of Grantor from its obligations and liability under this Easement. This Section 5.06(c) shall not apply to the release of the Original Grantor as defined in Section 5.27 (Release of Original Grantor).

(d) Perpetuity. The burdens of this Easement shall run with the Protected Property in perpetuity whether or not transferees had actual notice of this Easement and whether or not the deed of transfer specifically referred to this Easement as required by Section 712.03(1), Florida Statutes.

(e) Grantee's Right of First Refusal.

(i) In the event any successor in interest to the original Grantor, FD Destiny Credit, LLC, delivers a Notice of Transfer to Grantee, Grantor shall in good faith afford Grantee an opportunity to acquire the Protected Property, or such portion thereof or interest therein that Grantor intends to transfer, on the terms set forth in the Notice of Transfer. If Grantee elects to acquire the Protected Property, or such portion thereof or interest therein, Grantee shall so notify Grantor within Thirty (30) days after receipt of the Notice of Transfer, and the provisions of Section 5.08 (No Merger) shall apply. If Grantee does not elect to acquire the Protected Property, or such interest therein or portion thereof as applicable, as provided above, said successor Grantor may transfer the Protected Property free of the right of first refusal granted herein, provided, however, that: (a) the transfer shall be on terms no more favorable to the transferee than those set forth in the Notice of Transfer; and (b) the closing on such transfer shall occur within one year after the Notice of Transfer. If the Protected

Property, or such portion thereof or interest therein as is applicable, has not transferred within one year after the Notice of Transfer, then any intent to transfer the Protected Property thereafter shall require a new Notice of Transfer to Grantee; and

- (ii) Notwithstanding the provisions of Section 5.06(e)(i) above, during any period in which the ownership of all or a portion of the restricted fee simple interest in the Protected Property is owned by the Foundation, the University, or by any university direct-support organization organized under Section 1004.28, Florida Statutes, and operated exclusively for the benefit of the University (all, hereinafter, collectively, a “**University Party**”), such University Party may transfer the Protected Property, or any interest therein or portion thereof, to a different University Party and said transfer shall be exempt from the right of Grantee to elect to acquire the Protected Property as provided in Section 5.06(e)(i) above. Said transferring University Party must in any case comply with the requirements of Section 5.06(b) (Subsequent Conveyances).

5.07 Assignment by Grantee. This Easement shall be assignable by Grantee, but only to a qualified organization as defined in Section 1.12 (Qualified Organization) that, as a condition of transfer, agrees to uphold the Conservation Purpose of this Easement. If Grantee ceases to exist or is no longer a qualified organization, as defined in Section 1.12 (Qualified Organization), a court of competent jurisdiction shall transfer this Easement to another qualified organization, as defined in Section 1.12 (Qualified Organization), having similar purposes and that agrees to abide by the terms of this Easement and to assume the responsibility imposed by this Easement. The court shall give first preference in its assignment to Ducks Unlimited, Inc., a nonprofit corporation organized under the laws of the District of Columbia, One Waterfowl Way, Memphis, Tennessee 38120.

5.08 No Merger. No deed, transfer, or assignment of any fee title interest in all or a portion of the Protected Property to the original Grantee, Wetlands America Trust, Inc., or any successor Grantee of this Easement shall result in the merger of this Easement with the fee title interest in the Protected Property. The provisions of this Section 5.08 (No Merger) are intended to prevent such merger. The provisions of this Section 5.08 (No Merger) shall apply, and shall

be construed to apply, to Wetlands America Trust, Inc., as Grantee, and to any successor Grantee of this Easement. If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate.

5.09 Extinguishment; Termination.

(a) Limitations on Extinguishment. If a subsequent unexpected change in the conditions surrounding the Protected Property can make impossible or impractical the continued use of the Protected Property for Conservation Purposes, this Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction. However, the inability of Grantor to conduct any or all of the activities permitted under the terms of this Easement, or the unprofitability of doing so, shall not be considered grounds for extinguishment. In the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and prior to the payment of any costs or expenses associated with such sale, Grantee shall be entitled to Grantee's Proportionate Share of the gross proceeds of such sale, exchange, or involuntary conversion of the Protected Property, as such Proportionate Share is determined under the provisions of Section 5.09(b) (Percentage Interests), adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. If sufficient funds are not available for Grantee to be paid its entire Proportionate Share out of the proceeds, or if for any other reason Grantee is not paid its entire Proportionate Share, Grantee has the right to recover such deficiency (including the right to record a lien to secure its recovery of such deficiency) from the record owner of the Protected Property at the time of such sale. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Easement as of the Effective Date of this grant. In the event of extinguishment or termination of this Easement in whole or in part, the provisions of this Section 5.09 (Extinguishment; Termination) shall survive such extinguishment or termination.

(b) Percentage Interests. As required by Treasury Regulation 1.170A-14(g)(6)(ii), for

purposes of this paragraph, the parties hereto stipulate that as of the Effective Date of this grant, the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property (Grantee's percentage interest is referred to herein as Grantee's "**Proportionate Share**"). Said percentage interests shall be determined by the ratio of the value of the Easement on the Effective Date of this grant to the value of the Protected Property, without deduction for the value of the Easement, on the Effective Date of this grant. The parties shall include the ratio of those values with the Baseline Documentation of the Protected Property. For purposes of this paragraph, the ratio of the value of the Easement to the value of the Protected Property unencumbered by the Easement shall remain constant, and Grantee's Proportionate Share of the fair market value of the Protected Property thereby determinable shall remain constant.

- (c) Condemnation. If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall each take appropriate actions at the time of such taking to recover the full fair market value (without regard to any diminution in value attributable to the Easement) of the interests in the Protected Property subject to the taking and all incidental, consequential, and direct damages resulting from the taking. Prior to the payment of any expenses reasonably incurred by the parties to this Easement in connection with such taking, Grantee shall be entitled to its Proportionate Share from the recovered proceeds in conformity with the provisions of Sections 5.09(a) (Limitations on Extinguishment) and 5.09(b) (Percentage Interests) (with respect to the allocation of proceeds). The respective rights of Grantor and Grantee set forth in this Section 5.09(c) (Condemnation) shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Easement as of the Effective Date of this grant.

- 5.10 Hold Harmless. Grantor acknowledges that Grantee has neither possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the

Protected Property. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership, operation, upkeep, improvement, and maintenance of the Protected Property. Grantor shall indemnify, defend, and hold Grantee harmless from and against any and all liabilities, costs, damages, or expenses of any kind that Grantee may suffer or incur as a result of or arising out of the activities of Grantor or any other person on the Protected Property, other than those caused by the negligent acts or acts of misconduct of Grantee, and except those arising out of Grantee's workers' compensation obligations. Grantee agrees to hold harmless, indemnify, and defend Grantor from any and all liabilities, injuries, losses, damages, judgments, costs, expenses of every kind, and fees, including reasonable attorney's fees actually incurred, Grantor may suffer or incur as a result of or arising out of any negligent act or omission of Grantee or Grantee's employees or agents on the Protected Property.

5.11 Environmental Liability.

- (a) Responsibility. Grantor is solely responsible, and Grantee has no responsibility whatsoever, for the operation of the Protected Property or the monitoring of hazardous and other conditions thereon. Notwithstanding any other provision of this Easement that may be construed to the contrary, the parties do not intend, and this Easement shall not be construed, such that: (1) it creates in Grantee the obligations or liabilities of an "owner" or "operator" as those words are defined and used in the environmental laws, including without limitation the "Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USCA §§ 9601 et seq.) or any successor or related law; (2) it creates in Grantee obligations or liabilities of a person described in 42 U.S. Code § 9607(a)(3) or any successor or related law. The term "environmental laws" includes, without limitation, any federal, state, or local, or administrative agency statute, regulation, rule, ordinance, order, or requirement relating to environmental conditions or hazardous substances.
- (b) Remediation. If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any

way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any clean-up that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefore. In the event of a Grantee-caused release that is not addressed to the reasonable satisfaction of Grantor, Grantor may, in its sole discretion, take all steps necessary to assure the containment and remediation of the release, including any clean-up that may be required, and seek reimbursement from Grantee for all costs expended in the containment, remediation or clean-up of the release.

5.12 Resolution of Disputes. Grantor and Grantee shall promptly and in good faith attempt to resolve by direct negotiation any dispute arising out of or relating to this Easement. If those negotiations are not successful, the parties shall in good faith attempt to resolve the dispute through mediation. The parties shall appoint a mutually acceptable person as mediator. If the parties cannot agree on who should serve as mediator, each party shall submit to the other a list of three potential mediators acceptable to them. Each party shall then strike two names from the list provided by the other. The two people remaining in the lists shall confer and jointly name a mediator. The mediation will be held no later than ninety (90) days after the dispute has arisen, and the costs of the mediation shall be shared equally by the parties. Except as provided in Section 5.14 (Notice of Breach, Enforcement, and Grantee's Remedies), no judicial action may be instituted by either party until after such mediation has been held. Notwithstanding anything in this Section 5.12 (Resolution of Disputes) that may be construed to the contrary, Grantee may not agree to or permit any use or activity that may have an adverse impact on the perpetual protection of the Conservation Values. If the mediation is not successful and a judicial action is instituted, the parties shall not assert the defense of the statute of limitations or laches based upon the time devoted to attempting to resolve the dispute in accordance with this Section 5.12 (Resolution of Disputes).

5.13 No Goods or Services. Grantor and Grantee acknowledge that no goods or services or other consideration have been provided by Grantee to Grantor as consideration for this Easement, and Grantee will provide Grantor with a separate letter so stating, pursuant to the requirements of Section 170(f)(8) of the Code.

5.14 Notice of Breach, Enforcement, Grantee's Remedies and Obligations.

- (a) Notice of Breach. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Conservation Purpose herein, to restore the portion of the Protected Property so injured to the condition existing immediately prior to the violation.
- (b) Enforcement. If Grantor fails to cure the violation within Thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a Thirty (30) day period, fails to begin curing such violation within the Thirty (30) day period and fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages, costs, and attorney's fees, or to require the restoration of the Protected Property to the condition that existed immediately prior to any such injury. Without limiting Grantor's liability therefore, Grantee shall apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or for similar restoration activities off the Protected Property.
- (c) Grantee's Remedies. Grantee has the right to enforce this Easement by proceedings in law and in equity, including without limitation the right to require the restoration of the Protected Property to a condition existing immediately prior to the violation complained of in compliance herewith. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section 5.14 (Notice of Breach, Enforcement, Grantee's Remedies and Obligations) without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this Section 5.14 (Notice of Breach, Enforcement, Grantee's Remedies and Obligations) apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this

Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section 5.14 (Notice of Breach, Enforcement, Grantee's Remedies and Obligations), both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 5.14 (Notice of Breach, Enforcement, Grantee's Remedies and Obligations) shall be cumulative and shall be in addition to, and not in limitation of, all remedies now or hereafter existing at law or in equity. Nothing herein shall be construed to entitle Grantee to institute any proceedings against Grantor for any changes to the Protected Property due to causes beyond Grantor's control such as changes occurring due to natural causes or unauthorized wrongful acts of third parties.

- (d) Rights Exclusive to Grantee. Only Grantee has the right to enforce the terms of this Easement and exercise other rights of Grantee. Owners of tracts subdivided pursuant to Section 4.08 (Subdivision) do not have the right to enforce the terms of this Easement against owners of other subdivided tracts. Only owners of the subdivided tract that is the subject of a notice, request for approval, amendment, interpretation, or other decision by Grantee have a right to notice of, or other participation in, such decision.

5.15 Controlling Law; Construction.

- (a) Controlling Law. This Easement is a conservation easement in gross created pursuant to the Act. The interpretation and performance of this Easement shall be governed by the laws of the State of Florida.
- (b) Construction. Notwithstanding any general rule of construction to the contrary, this Easement shall be liberally construed in favor of the grant to carry out the Conservation Purpose of this Easement. Any claimed ambiguities in this Easement and questions as to the validity of any of its specific provisions shall be resolved in favor of the perpetual protection of the Conservation Values of the Protected Property and to give maximum effect to the Conservation Purpose.

(c) Headings. The headings in this Easement are inserted only for the purpose of convenient reference and shall not control or affect the meaning or construction of any provision of this Easement.

5.16 Severability. If any provision of this Easement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Easement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive application of any provision of applicable law that renders any provision of this Easement invalid, illegal, or unenforceable in any respect.

5.17 Waiver of Rights. If Grantee does not exercise a right or remedy when it is available to Grantee, that is not to be interpreted as a waiver of any non-compliance with the terms of this Easement or a waiver of Grantee's rights to exercise its rights or remedies at another time.

5.18 Amendment. Grantee and Grantor may amend this Easement to enhance the Protected Property's Conservation Values or add real property subject to the restrictions encumbering the Protected Property set forth in this perpetual Deed of Conservation Easement by an amended deed of easement, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) permit development, improvements, or uses prohibited by this Easement on its Effective Date, (iii) conflict with or be contrary to or inconsistent with the Conservation Purposes of this Easement, (iv) reduce the protection of the Conservation Values, (v) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land" under Section 170(h) of the Code, (vi) affect the status of Grantee as a "qualified organization" or "eligible donee" under Section 170(h) of the Code, (vii) create an impermissible private benefit or private inurement in violation of the Code, or (viii) diminish Grantee's ability to enforce the provisions of this Easement in perpetuity. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Official Records of Osceola County, Florida.

5.19 Reasonableness Standard. Grantor and Grantee shall act in good faith, shall follow a reasonableness standard (unless the relevant Easement terms allow for approval at Grantee's sole discretion in which case Grantee's determination shall be pursuant to a good faith

exercise of Grantee's professional judgment), and shall use reasonable efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner, and shall cooperate with one another and shall take all other reasonable action suitable to that end.

5.20 Entire Agreement. This Easement was drafted with the mutual efforts of Grantor and Grantee and sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

5.21 Counterparts. This Easement may be executed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one document.

5.22 Recording; Effective Date. Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Deed of Conservation Easement is delivered for recording to the Public Records of Osceola County, Florida, after all required signatures have been affixed hereto, with a date-and-time stamped copy retained by Grantor as proof of timely delivery ("Effective Date"). This Easement shall be timely recorded. Grantee may re-record this instrument and any amendments thereto or record any other instrument at any time as may be required to preserve its rights in this Easement.

5.23 Legal, Tax, and Other Advice. Grantor hereby represents, warrants, and covenants that (a) Grantor has consulted Grantor's attorney, accountant, and other appropriate experts for advice relating to (i) this Easement, (ii) Grantor's entitlement to any tax benefits or the amount of any such benefits that may inure to Grantor in connection with this Easement, and (iii) the value of this Easement or the Protected Property; (b) if any professional providing service to Grantor in connection with this Easement or Protected Property was recommended by Grantee, Grantee is not responsible in any way for the performance of services by said professionals; and (c) Grantee has made no warranty or representation relating to Grantor's entitlement to any tax benefits or the amount of any such benefits or the value of this Easement or Protected Property.

5.24 Representation of Authority. Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents.

5.25 Successors; Benefits and Burdens. The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the parties hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Property. An owner of the Protected Property shall only be responsible for those violations of this Easement first occurring on the Protected Property during such owner's ownership, and, except as otherwise set forth in Section 5.06(c)(Continuing Liability), while still an owner of the Protected Property (although notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations first occurring during another's prior ownership of the Protected Property unless an estoppel or compliance certificate was obtained by such subsequent owner prior to or at the time of the transfer of the Protected Property's ownership to such subsequent owner).

5.26 Multiple Owners. If the Protected Property is ever owned by more than one individual or entity in undivided interests, then such owners will be jointly and severally liable for the obligations and liabilities of Grantor as set forth in this Easement that relate to the Protected Property. Notwithstanding the foregoing, nothing in this Section 5.26 shall be construed so as to hold an owner of any portion of the Protected Property that has been subdivided pursuant to Section 4.08 (Subdivision) responsible for breaches or violations of this Easement related to activities or uses occurring on any other portion of the Protected Property that is owned by another individual or entity. Any of the rights herein reserved to Grantor may be exercised by any holder of an ownership interest in the Protected Property (or any portion of the Protected Property that has been subdivided pursuant to Section 4.08 (Subdivision) and that will be affected by the exercise of such reserved right); provided, however, that, subject to the requirements of Section 4.08(a)(vi) (Subdivision Requirements), if the exercise of such right involves the exercise of an enumerated reserved right, the exercise of such right, and the subsequent impact on the extent of Grantor's remaining reserved rights, shall be binding and enforceable on and against all other owners of the Protected Property (or on such portion of the Protected Property that is so affected by

the exercise of the reserved right if the Protected Property has been subdivided pursuant to Section 4.08 (Subdivision)).

5.27 Release of Original Grantor. By acceptance of this Easement, Grantee confirms that as of the Effective Date of this Easement, Grantor is in full compliance with all the terms and provisions hereof. Notwithstanding anything in this Easement that may be construed to the contrary, upon conveyance by FD Destiny Credit, LLC, a Delaware limited liability company ("**Original Grantor**") of all of its remaining interest in the Protected Property to the Foundation: (a) the Original Grantor and all its affiliates, members, managers, and related entities and related individuals, are hereby released automatically, absolutely, and unconditionally, from any and all obligations and liabilities of any nature whatsoever, in the past and/or in the future, pursuant to this Easement, including any liabilities for matters referenced in any environmental studies; (b) the Foundation shall automatically, absolutely and unconditionally be deemed to: (i) assume all of the obligations of the Original Grantor pursuant to this Easement; (ii) assume all existing leases and other agreements of the Original Grantor relating to the Protected Property; and (iii) agree to indemnify and hold harmless the Original Grantor, from any and all losses, costs, damages, expenses (including attorneys' fees and court costs), obligations and/or other liabilities of any nature whatsoever on the part of Original Grantor relating to the Easement and/or Protected Property, arising in the past and/or in the future.

TO HAVE AND TO HOLD this Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or equity, either in possession or expectancy, for the proper use and benefit of Grantee, its successors and assigns, forever.

[Remainder of page intentionally left blank. Signatures appear on following pages]

IN WITNESS WHEREOF, Grantor has set his hand and seal and Grantee has caused this Easement to be signed in its name and its corporate seal to be affixed hereto.

Signed, sealed and delivered
in our presence:

[Signature]
Signature

ROBERT KERRY
Name Printed

[Signature]
Signature

William Abresky
Name Printed

GRANTOR:

FD DESTINY CREDIT, LLC, a Delaware
limited liability company

By: [Signature]
Richard Hutchison, Manager

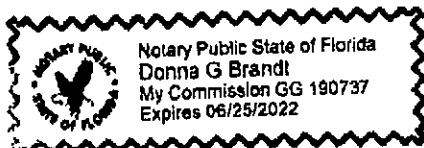
STATE OF FLORIDA)

) ss.:

COUNTY OF BROWARD)

The foregoing Deed of Conservation Easement was executed before me by means of ☒ physical presence or ☐ online notarization on November 11, 2020, by RICHARD HUTCHISON, as Manager on behalf of FD DESTINY CREDIT, LLC, a Delaware limited liability company, on behalf of the company for the purposes expressed therein. He is personally known to me.

(Seal)



[Signature]

Notary Public

Printed Name: DONNA G BRANDT

My Commission Expires 06/25/2022

Signed, sealed and delivered
in our presence:

Margaret Hines
Signature

Margaret Hines
Name Printed

Paula Booker
Signature

Paula Booker
Name Printed

GRANTEE:

WETLANDS AMERICA TRUST, INC., a
District of Columbia not-for-profit
corporation

By: Dan Thiel
Dan Thiel, Chief Operating Officer



STATE OF TENNESSEE)

) ss.:

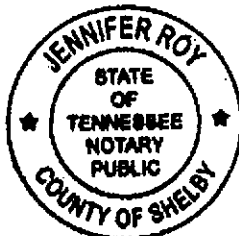
COUNTY OF SHELBY)

The foregoing Deed of Conservation Easement was executed before me by means of ☒ physical
presence or ☐ online notarization on November 18, 2020, by

Dan Thiel, as CDO on behalf of WETLANDS AMERICA TRUST,
INC., a District of Columbia not for profit corporation, for the purposes expressed therein.

He/she is personally known to me.

(Seal)



My Commission Expires
September 7, 2022

Jennifer Roy
Notary Public

Printed Name: Jennifer Roy

My Commission Expires: 9/7/22

EXHIBIT A
LEGAL DESCRIPTION OF PROTECTED PROPERTY

PARCEL I:

In Township 32 South, Range 33 East:

All of Sections 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, and 36;

And those portions of Sections 1, 2 and 3, lying South of State Road 60;

In Township 31 South, Range 33 East;

All of Section 34, lying South of State Road 60;

In Township 32 South, Range 34 East;

All of Sections 7, 15, 16, 17, 18, 19, 20, 21, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35;

And those portions of Sections 5, 6, 8, 9 and 10, lying South of State Road 60;

And those portions of Sections 23, 25, and 36, lying West of U.S. Highway 441;

And those portions of Sections 23, 24, 25 and the North 1/4 of Section 36, lying East of U.S. Highway 441, West of the Florida Turnpike, and all being South of State Road 60;

That portion of Section 14, lying West of the Florida Turnpike, and being South of State Road 60, and less and except U.S. Highway 441 and less and except the property described in Official Records Book 984, Page 68, being more particularly described as:

All of the Northwest Quarter (NW-1/4) of the Northwest Quarter (NW-1/4) of Section 14, Township 32 South, Range 34 East, lying South of SR60 and East of U.S. Highway 441.

Said lands lying and being in Osceola County, Florida.

LESS AND EXCEPT

Being a portion of those lands described in that certain order of taking recorded in Osceola County, Florida, Circuit Court Minute Book "M", Page 134, described as FSTA # 9.1-1B, and being more particularly described as:

That part of:

Section 14, T32 S, R 34 E, Osceola County, Florida, described as follows:

Commencing at the Northeast corner of said Section 14, run thence S. 89°22'46" W. along the North line of said Section 1803.79 ft., thence S. 0°36'44" E. 1712.42 ft. to the Point of BEGINNING; thence S. 0°36'44" E. 123.47 ft.; thence N. 63°36'44" W. 657.19 ft.; thence N. 49°25'17" W. 448.69 ft.; thence S. 63°36'44" E. along the existing Southerly right-of-way line of State Road #60 (100 ft. wide)

a distance of 1024.86 ft.; thence S. 63°40'44" E. along said right-of-way line 11.27 ft. to the point of BEGINNING.

ALSO LESS AND EXCEPT

Those lands described in Official Record Book 2535, Page 1166, Public Records of Osceola County, Florida more particularly described as follows:

A portion of Section 14, Township 32 South, Range 34 East, Osceola County Florida, being more particularly described as follows:

Commence at a found 4" x 4" concrete monument with a nail marking the Northwest Corner of the Northeast 1/4 of said Section 14; thence South 00°05'12" West along the West line of said Northeast 1/4, a distance of 371.973 meters (1220.38 feet) to a point on the Baseline of Survey for State Road 60 as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2396852, Section 92070-2513; thence continue South 00°05'12" West along the West line of said Northeast 1/4, a distance of 24.584 meters (80.66 feet) to a point on the Southerly Existing Right of Way line for said State Road 60 and the POINT OF BEGINNING; thence South 49°27'50" East along said Southerly Existing Right of Way line, a distance of 108.998 meters (357.60 feet); thence South 63°39'17" East continuing along said Southerly Existing Right of Way line and a line being 48.768 meters (160.00 feet) Southerly of and parallel to said Baseline of Survey, a distance of 200.312 meters (657.19 feet) to a point on the Westerly Existing Right of Way line for State Road 91 (Florida's Turnpike); thence South 00°40'33" East along said Westerly Existing Right of Way line and along a line being 60.960 meters (200.00 feet) Westerly of and parallel to the Baseline of Survey for said State Road 91 (Florida's Turnpike) as shown on said Florida Department of Transportation Right of Way Map, a distance of 12.804 meters (42.01 feet); thence North 63°42'43" West departing said Westerly Existing Right of Way line and along a line being 60.200 meters (197.51 feet) Southerly of and parallel to the Baseline of Survey for State Road 60, a distance of 26.071 meters (85.53 feet); thence North 63°39'17" West along said parallel line, a distance of 147.868 meters (485.13 feet); thence North 49°20'25" West, a distance of 172.30 meters (565.29 feet); thence North 26°20'43" East, a distance of 2.360 meters (7.74 feet) to a point on the Southerly Existing Right of Way line for said State Road 60; thence South 63°39'17" East along said Southerly Existing Right of Way line, a distance of 2.171 meters (7.12 feet); thence South 49°27'50" East along said Southerly Existing Right of Way line, a distance of 27.766 meters (91.10 feet) to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT

"FIELD STATION" PARCEL

Being a parcel of land lying in North One Half of Section 36, Township 32 South, Range 34 East, Osceola County, Florida and being more particularly described as follows:

Bearings shown herein are referenced to the State Plane Coordinate System, Florida East Zone, North American Datum, Adjustment of 1990 and are further referenced to the North line of the Northwest Quarter of said Section 36 having a bearing North 88°58'31" East.

Commence at the Northwest corner of said Section 36; thence, along the North line of the Northwest Quarter of said Section 36, North 88°58'31" East, a distance of 2313.29 feet to the Westerly Right-of-Way of U.S. Highway 441 (State Road 15) as shown on the "State of Florida, State Road Department, Right-of-Way map for State Road 15, Project 974C, Osceola County" last revised 2/27/1940; thence South 24°34'40" East, along said Westerly Right-of-Way, a distance of 729.75 feet to the Point Of Beginning of the herein described parcel; thence, continue South 24°34'40" East, a distance of 1251.47 feet; thence, departing said Westerly Right-of-Way, South 62°34'09" West, a distance of 1143.91 feet; thence North 38°33'41" West, a distance of 1630.34 feet; thence North 75°31'11" East, a distance of 1560.63 feet to the aforesaid Westerly Right-of-Way and the Point of Beginning.

Containing 43.075 Acres, more or less.

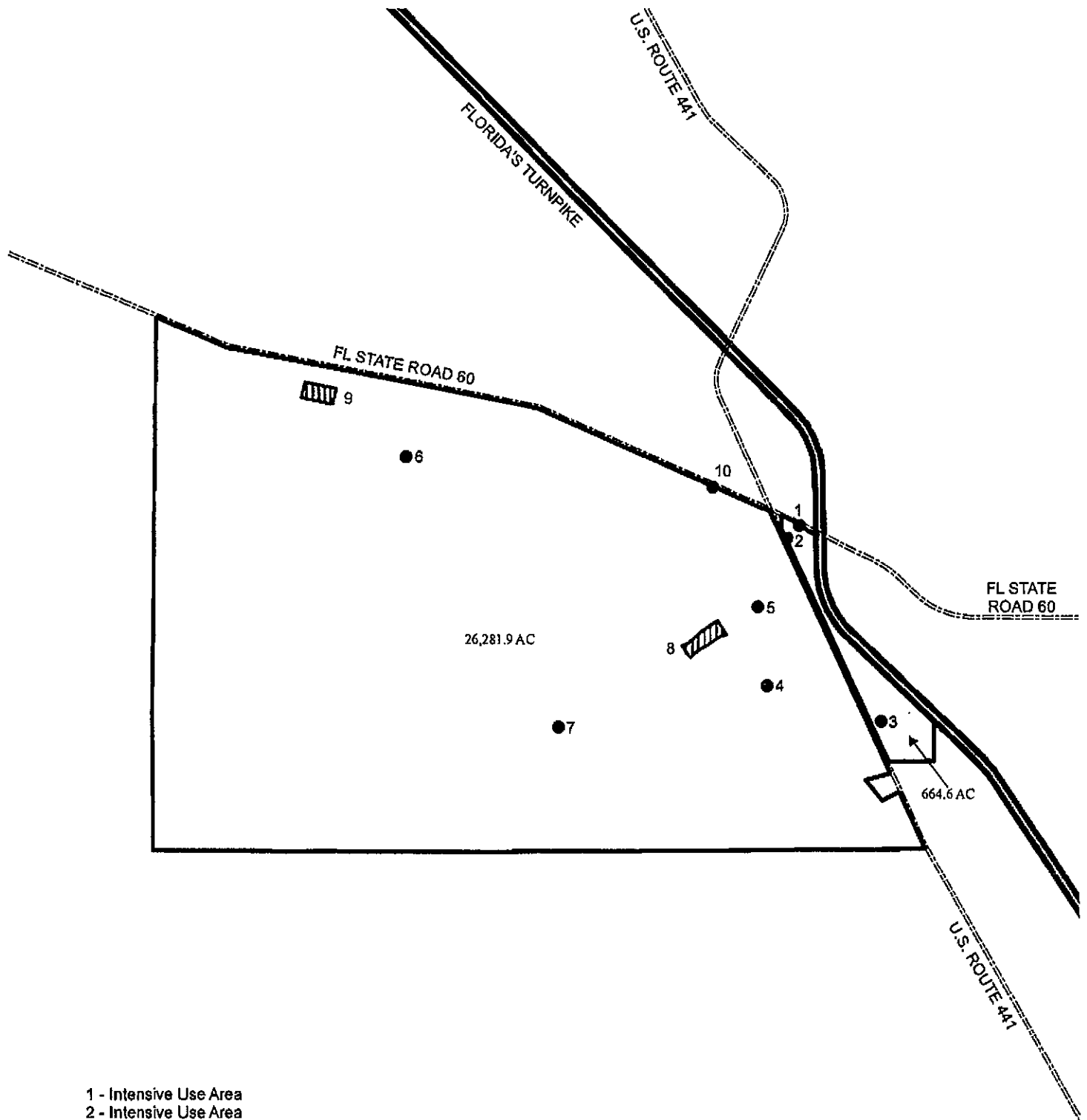
TOGETHER WITH:

Appurtenant, beneficial easement interests created in that certain Declaration of Access Easement recorded in Official Records Book 2869, Page 667, Public Records of Osceola County, Florida.

ALSO TOGETHER WITH:

Appurtenant, beneficial easement interests created in that certain Warranty Deed recorded in Official Records Book 1350, Page 2878 and Warranty Deed recorded in Official Records Book 1462, Page 2273, Public Records of Osceola County, Florida

EXHIBIT B
PROTECTED PROPERTY
26,946 AC. ±



- 1 - Intensive Use Area
- 2 - Intensive Use Area
- 3 - Intensive Use Area: Hunt Camp
- 4 - Intensive Use Area: Hunt Camp
- 5 - Intensive Use Area: Hunt Camp
- 6 - Intensive Use Area: Hunt Camp
- 7 - Intensive Use Area
- 8 - Intensive Use Area
- 9 - Intensive Use Area
- 10 - Intensive Use Area: Residential Intensive Use Area

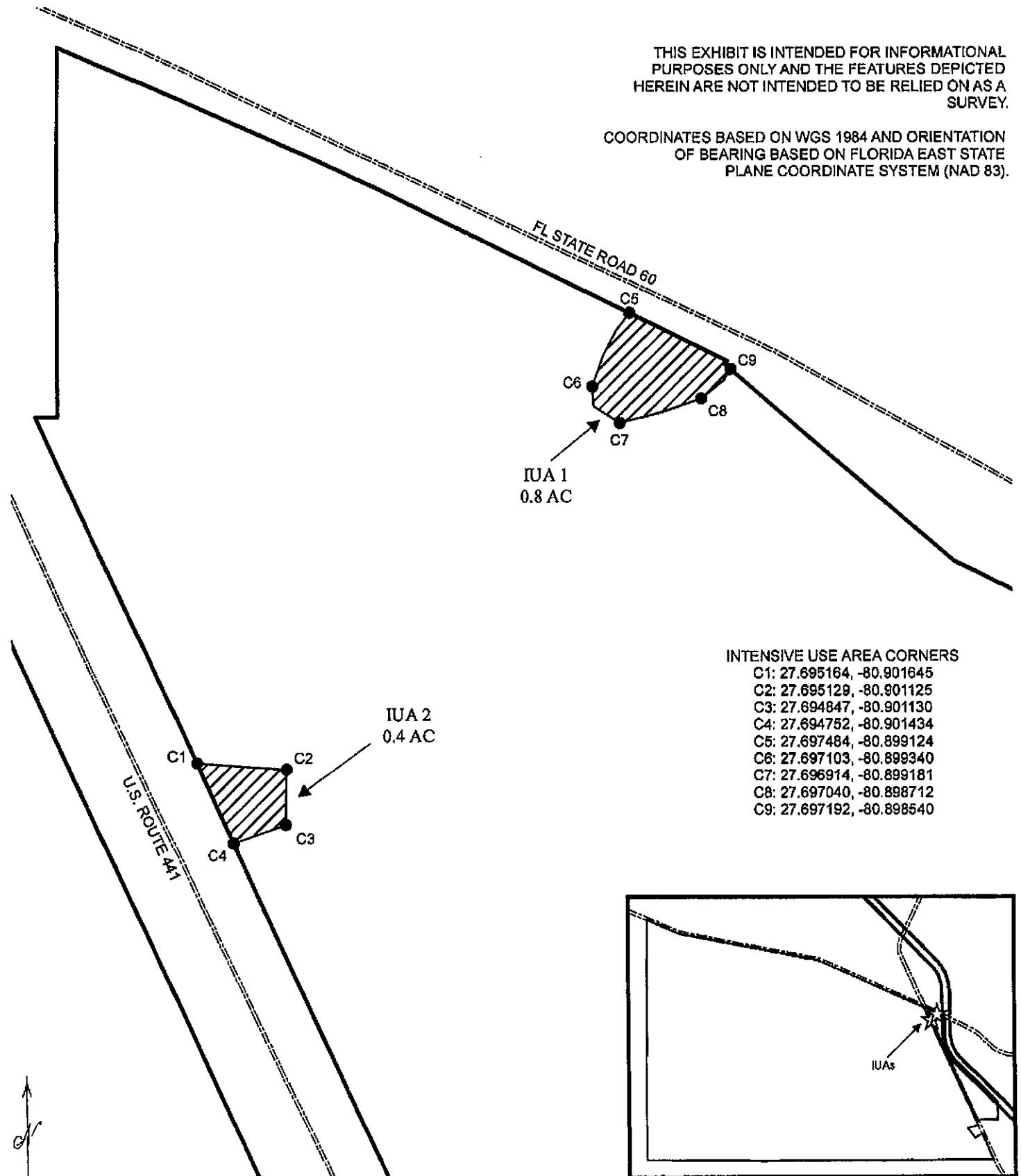
THIS EXHIBIT IS INTENDED FOR INFORMATIONAL PURPOSES ONLY AND THE FEATURES DEPICTED HEREIN ARE NOT INTENDED TO BE RELIED ON AS A SURVEY.

COORDINATES BASED ON WGS 1984 AND ORIENTATION OF BEARING BASED ON FLORIDA EAST STATE PLANE COORDINATE SYSTEM (NAD 83).

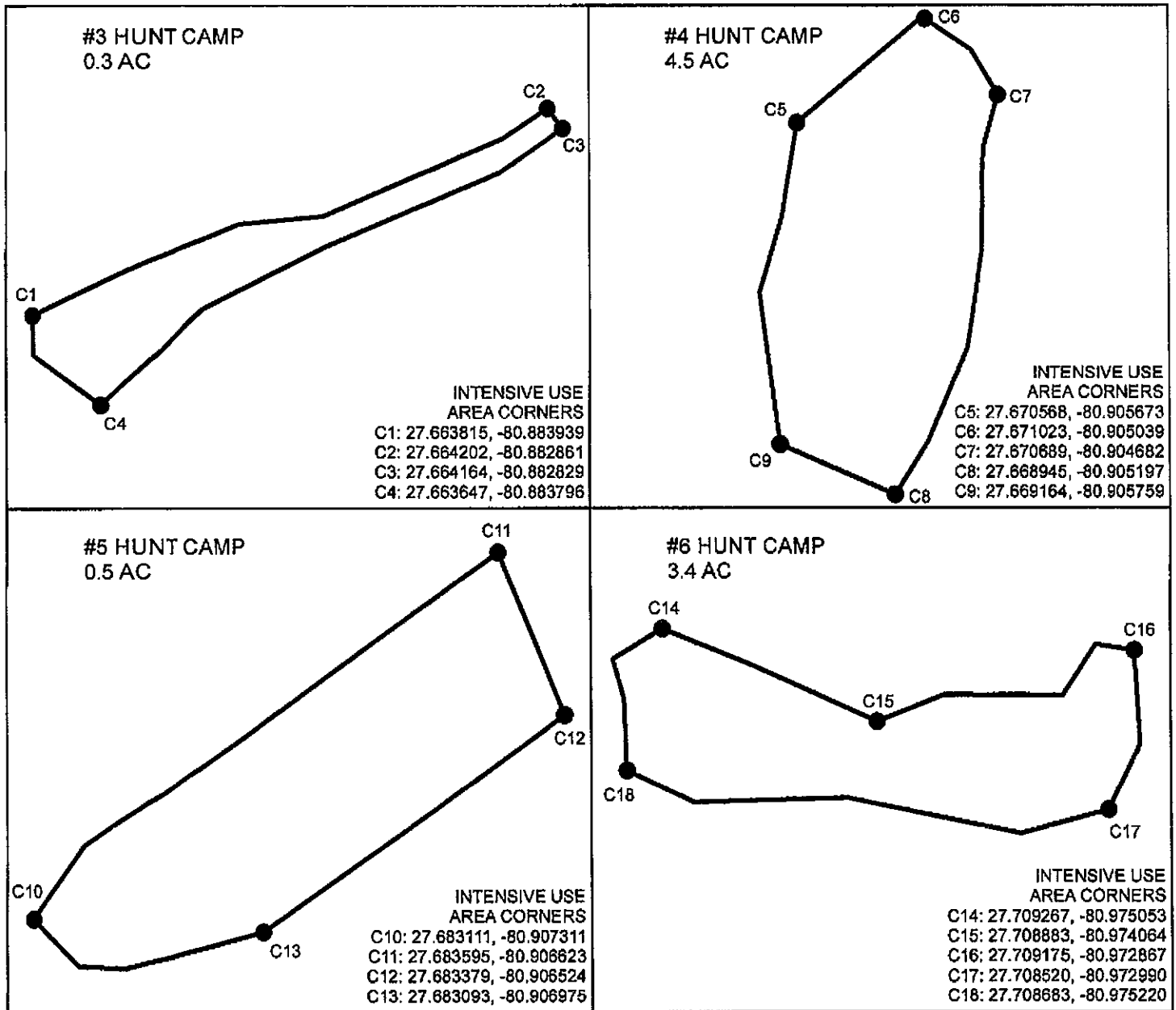
INTENSIVE USE AREAS 1-2: 1.2 AC. ±

THIS EXHIBIT IS INTENDED FOR INFORMATIONAL
PURPOSES ONLY AND THE FEATURES DEPICTED
HEREIN ARE NOT INTENDED TO BE RELIED ON AS A
SURVEY.

COORDINATES BASED ON WGS 1984 AND ORIENTATION
OF BEARING BASED ON FLORIDA EAST STATE
PLANE COORDINATE SYSTEM (NAD 83).

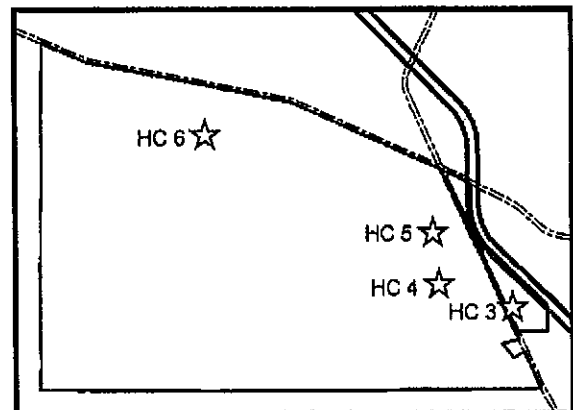


INTENSIVE USE AREAS 3-6: HUNT CAMPS 8.7 AC. ±



THIS EXHIBIT IS INTENDED FOR INFORMATIONAL PURPOSES ONLY AND THE FEATURES DEPICTED HEREIN ARE NOT INTENDED TO BE RELIED ON AS A SURVEY.

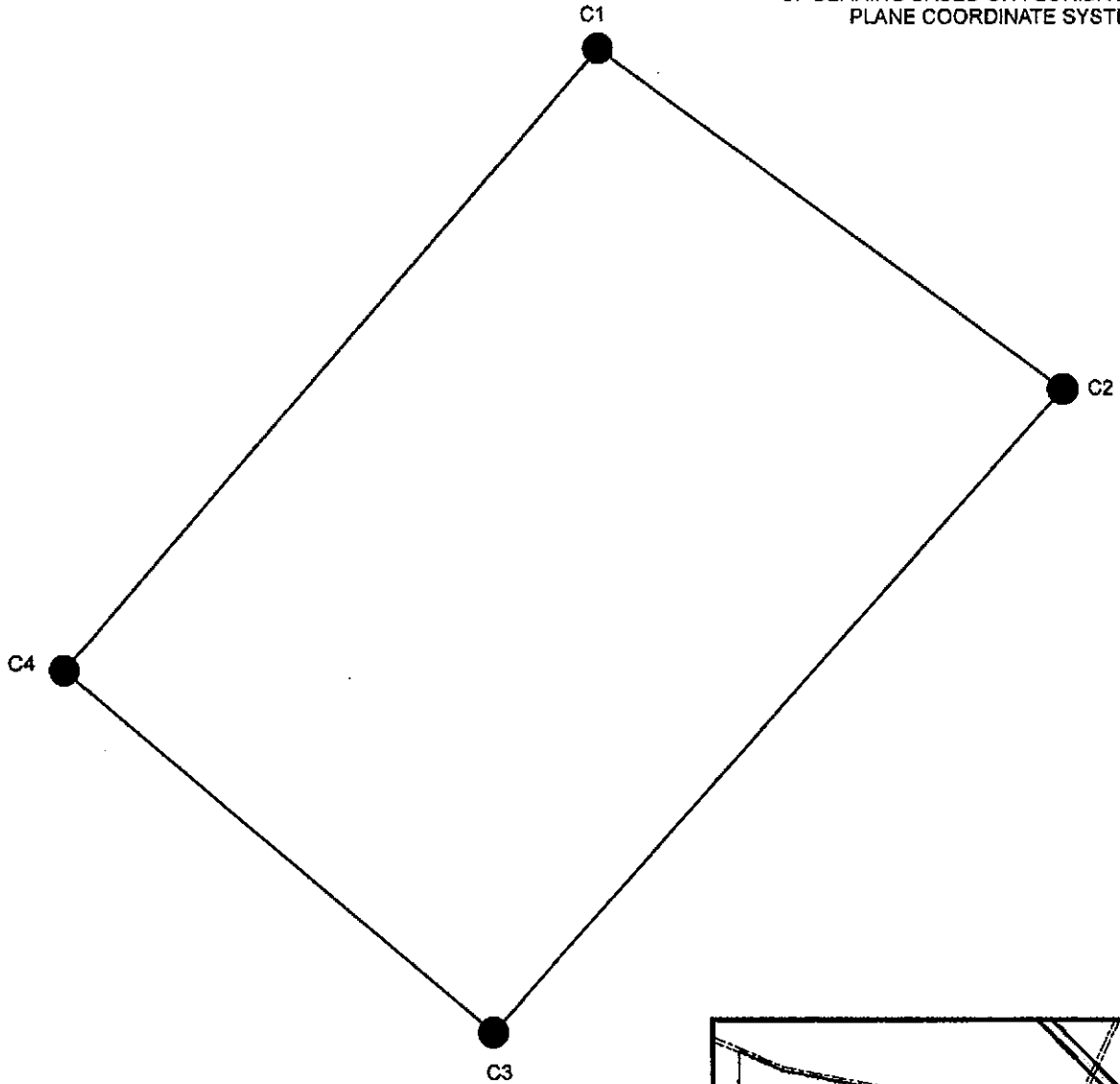
COORDINATES BASED ON WGS 1984 AND ORIENTATION OF BEARING BASED ON FLORIDA EAST STATE PLANE COORDINATE SYSTEM (NAD 83).



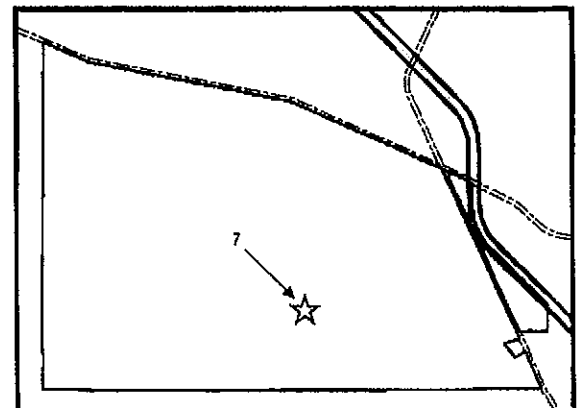
INTENSIVE USE AREA 7
0.4 AC. ±

THIS EXHIBIT IS INTENDED FOR INFORMATIONAL
PURPOSES ONLY AND THE FEATURES DEPICTED
HEREIN ARE NOT INTENDED TO BE RELIED ON AS A
SURVEY.

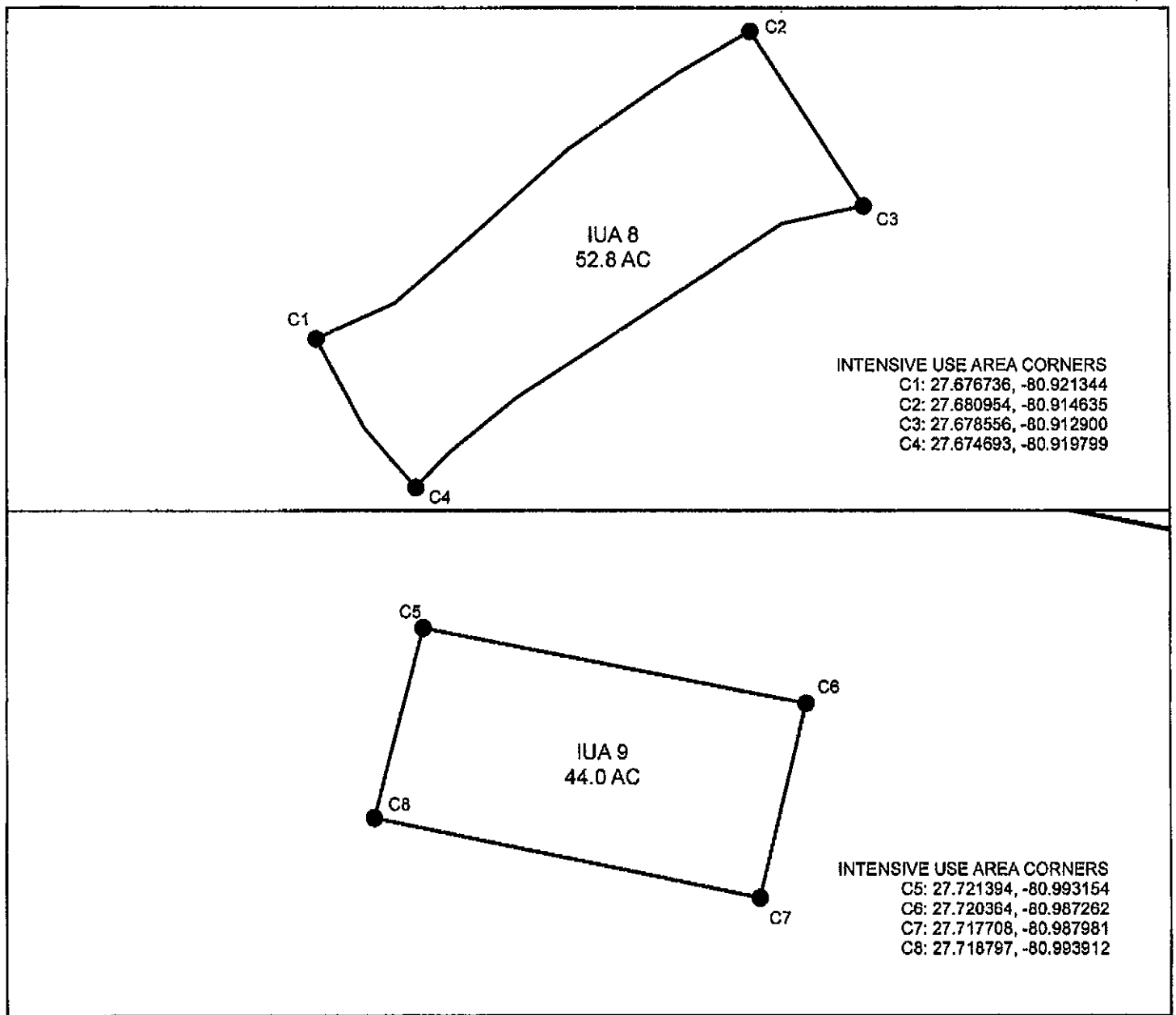
COORDINATES BASED ON WGS 1984 AND ORIENTATION
OF BEARING BASED ON FLORIDA EAST STATE
PLANE COORDINATE SYSTEM (NAD 83).



INTENSIVE USE AREA CORNERS
C1: 27.66325, -80.94495
C2: 27.66308, -80.94469
C3: 27.66276, -80.94501
C4: 27.66294, -80.94525

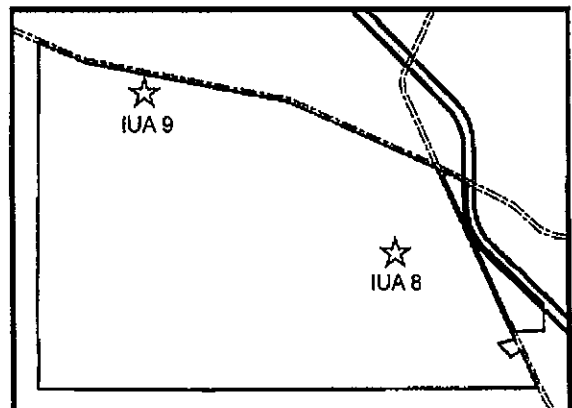


INTENSIVE USE AREAS 8-9:
ORCHARDS/GROVES
96.8 AC. ±

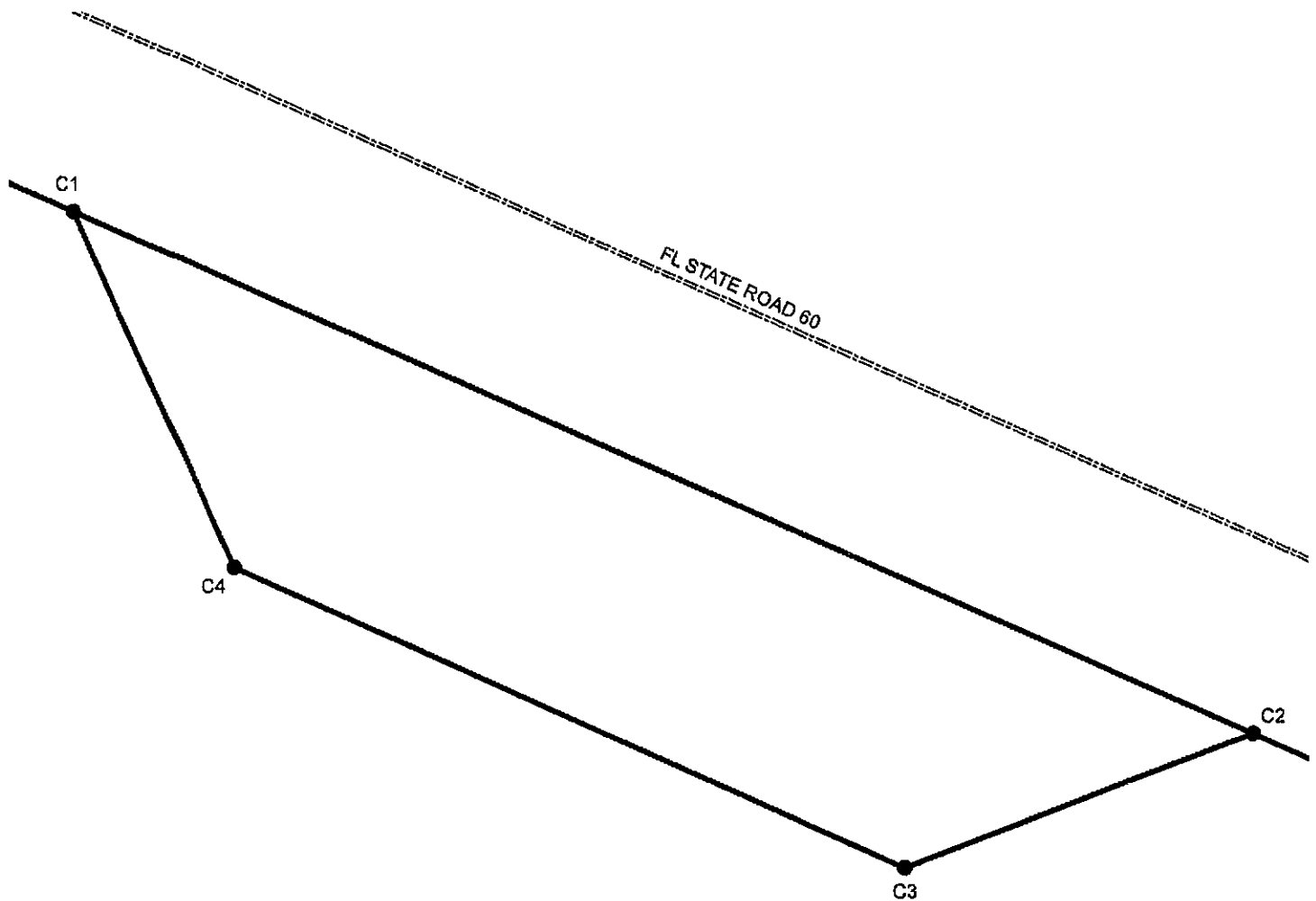


THIS EXHIBIT IS INTENDED FOR INFORMATIONAL PURPOSES ONLY AND THE FEATURES DEPICTED HEREIN ARE NOT INTENDED TO BE RELIED ON AS A SURVEY.

COORDINATES BASED ON WGS 1984 AND ORIENTATION OF BEARING BASED ON FLORIDA EAST STATE PLANE COORDINATE SYSTEM (NAD 83).



INTENSIVE USE AREA 10:
RESIDENTIAL INTENSIVE USE AREA
1.9 AC. ±



INTENSIVE USE AREA CORNERS

C1: 27.704213, -80.916408
C2: 27.703407, -80.914373
C3: 27.703202, -80.914979
C4: 27.703665, -80.916135

THIS EXHIBIT IS INTENDED FOR INFORMATIONAL PURPOSES ONLY AND THE FEATURES DEPICTED HEREIN ARE NOT INTENDED TO BE RELIED ON AS A SURVEY.

COORDINATES BASED ON WGS 1984 AND ORIENTATION OF BEARING BASED ON FLORIDA EAST STATE PLANE COORDINATE SYSTEM (NAD 83).

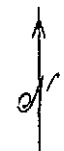
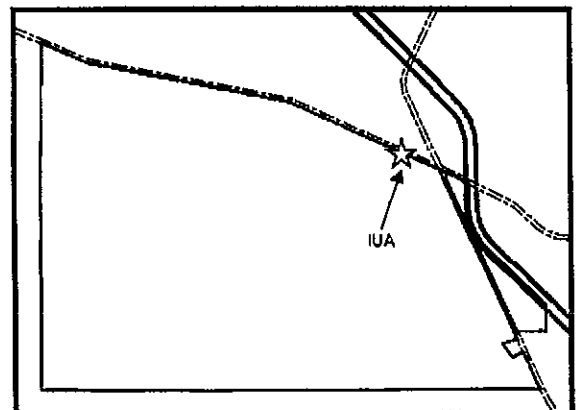


EXHIBIT C

**Summary of Conservation Easement Baseline Documentation Report
for the DeLuca Preserve, Osceola County, Florida**

This is an abbreviated summary of that “Conservation Easement Baseline Documentation Report” (“Baseline”) for the DeLuca Preserve located in Osceola County, Florida (“Protected Property”) and dated October 14, 2020. A complete Baseline is on file with the Grantor and Grantee, and any conflict or perceived ambiguity between this summary and the Baseline shall be resolved in favor of the Baseline.

PROTECTED PROPERTY SUMMARY PAGE

The Protected Property will provide a perpetual conservation easement over 26,946 acres of historical ranchlands and native habitats consisting of the following:

- Wetland, Watercourse and Waterbody Areas – 6,677 acres
- Upland Forests – 5,339 acres
- Native Range Areas – 7,417 acres
- Cultivated Agricultural Areas - 811 acres
- Improved Pasture Areas – 6,593 acres
- Intensive Use Areas – 109 acres

STATEMENT OF PURPOSE

The purpose of the Baseline is to present written and graphic descriptions of the physical and ecological characteristics of the Protected Property as they presently exist. It includes the basic features of the Protected Property, both natural and manmade. These descriptions are presented in a format that will allow for comparison with similar data collected during future inspections of the Protected Property. Additionally, these descriptions will be used to document said characteristics as required by the Internal Revenue Code § 1.170A-14(g), which governs the tax deductibility of conservation easements under the federal tax code.

DESCRIPTION OF PROTECTED PROPERTY AND GEOGRAPHIC INFORMATION

The DeLuca Preserve lies in an area of Central Florida that is a mosaic of natural habitats and agricultural lands particularly focused on cattle grazing, with some citrus and vegetable production as well. The area has also been a priority for conservation land acquisition and large tracts of natural lands associated with the protection and restoration of the Kissimmee River floodplain through the Kissimmee River Restoration Project lying to the west. Extensive conservation lands to the north and east create a network of ecological linkages across the state.

The DeLuca Preserve has also historically been used for row crops, sodding, citrus production, and cattle grazing. However, less than a fourth of the Protected Property was ever completely converted to improved pasture. The rest of the Protected Property exists in a semi-natural state that has sustained dry prairie and Florida scrub habitats, as well as extensive areas of mesic flatwoods and herbaceous wet prairie and freshwater marsh wetland systems. The site occurs in an area of high importance for the federally-Endangered Florida grasshopper sparrow, and, in the recent past, agricultural activities on approximately 3,000 acres have been aligned to maximize

the habitat potential for this species. As a result of the relatively intact habitats and consistent management with prescribed fire, the extent of habitat beneficial to native wildlife is significant for state- or federally-listed species such as red-cockaded woodpecker, gopher tortoise, eastern indigo snake, Florida scrub-jay, and Florida panther.

SUMMARY OF CONSERVATION EASEMENT PURPOSE

The purpose of the DeLuca Preserve conservation easement is to maintain, protect, and enhance the Conservation Values of the Protected Property as defined in the conservation easement, specifically the natural habitat for wildlife and plants and open space values as set forth in the easement, in an open working landscape with historic and continuing use, consistent with the perpetual protection of the Conservation Values, for agriculture, forestry, scientific research, education, recreation, and limited commercial uses. Also, the purpose of the conservation easement is to ensure that the Conservation Values of the Protected Property will be protected in perpetuity. Finally, conservation of the Protected Property through this Easement will result in a continuous protected conservation landscape of more than 250,000 acres that includes Kissimmee Prairie Preserve State Park, the Kissimmee River, Avon Park Air Force Range, and Lake Wales Ridge State Forest.

The natural habitats on the DeLuca Preserve support native and diverse fish, wildlife, and plant communities represented in central Florida. These natural habitats also support surface water and groundwater quality and quantity in the region, and provide water storage, water purification, and groundwater recharge functions that benefit fish, wildlife, and plant communities.

The DeLuca Preserve contains a mosaic of wet and dry prairies, improved pastures, scrub, mesic hammocks and flatwoods, freshwater marshes and swamps, and forested wetlands, all of which provide open space value in so much as these habitats exist in any predominantly unbuilt state. The easement intends to preserve the rural, unbuilt character of the Protected Property by restricting the construction and placement of incompatible structures and buildings that would be visible from adjacent public roads and lands.

FEATURES

Introduction

Exum Associates, Inc. was contracted to compile the Baseline for the 26,946-acre DeLuca Preserve in southern Osceola County, Florida. This Baseline is provided to document the conditions of the Protected Property in October 2020 with respect to agricultural infrastructure, site improvements and land management. We also documented conditions related to the ecological setting including natural communities, wildlife observed, potentially-occurring listed species, soils, hydrology and surrounding conservation lands. Our work was conducted by compiling publicly-available GIS data and site photographs obtained during site reviews on December 18 and 19, 2019, September 1, 2020, and October 14, 2020.

Project Location

The DeLuca Preserve is located immediately south of S. R. 60, west of Florida's Turnpike, north of the Osceola/Okeechobee County boundary and about 7 miles east of the Kissimmee River. The Protected Property is located within the regulatory boundary of the St. Johns River Water Management District ("SJRWMD"), but much of the rainwater that falls on-site flows south into

the jurisdiction of the South Florida Water Management District. The Protected Property is in an area of Florida with expansive cattle ranches and large tracts of publicly-owned land. The network of field roads through the Protected Property can be accessed via 15 external gates from S. R. 60 and U. S. 441. The southwest corner of the Protected Property lies adjacent to Kissimmee Prairie Preserve State Park.

The large size and agricultural character of the DeLuca Preserve advances objectives of the recently-formed Avon Park Air Force Range Sentinel Landscape by protecting a large working landscape compatible with the military mission of the range and protecting the significant habitats that furthers objectives of the Everglades Headwaters National Wildlife Refuge and Conservation Area ("EHNWR") related to plants, wildlife and outdoor recreation. The 106,000-acre Avon Park Air Force Range is the Air Force's largest primary air-to-ground training range east of the Mississippi River. The DeLuca Preserve lies within the low-level overflight area for the range known as Military Influence Planning Area II, and thus buffers the range from residential and commercial development that is incompatible with mission requirements. The Protected Property lies east of the Air Force Range in MIPA II.

Approach

Our approach to the Baseline consisted of four general components: an interview with the land manager, four days of extensive site reviews, compilation of GIS data and a review of information provided by the Florida Natural Areas Inventory ("FNAI"). An extensive list of observed plants and animals and the rare, Threatened, or Endangered species with potential to occur on-site are referenced in the Baseline. Common and scientific names for plants and vertebrate species observed on-site are referenced in tables in sections that follow. Common and scientific names of potentially-occurring rare, Threatened, or Endangered plants or animals are included in the FNAI Element Occurrence Report in **Exhibit 1**.

During the four-day site reviews, an attempt was made to document and photograph all features considered infrastructure, and areas representative of the predominant natural communities on-site. Select photos are included in the Baseline, and the complete collection of photographs was provided to the project team at the time of transmittal of the Baseline.

Land Manager Interview

Mr. Brian Beasley has served as land manager for the DeLuca Preserve for the last 15 years. He is intimately familiar with the site, its history, ongoing management, and the leases and agreements with various contractors, hunt camps, farmers, cattlemen, and tenants. He provided invaluable insight during an approximately 1-hour interview and then served as an excellent guide across the Protected Property on December 18 and 19. During these extensive field reviews, we traversed the entire Protected Property documenting and photographing existing infrastructure, land management activities and natural resources.

Site Reviews

The December site reviews provided the ability to evaluate existing infrastructure, ongoing land management and land cover and community types on the Protected Property. Site conditions allowed access to virtually all the Protected Property and we were able to document the current condition of existing infrastructure and assess representative natural communities prevalent on

the Protected Property. The site review conducted on September 1, 2020 was conducted during the rainy season and portions of the site were inundated, but it did not affect our ability to traverse the site. The purpose of this site review was to evaluate current agricultural management practices and determine easement restrictions on the intensity of agricultural activities in the future. We defined the area in the northwest portion of the site where future Improved Pasture Areas would be focused. In this area, non-native plants including bahiagrass and limpograss were planted for cattle grazing and they currently occupy a substantial component of the plant biomass. The remaining portions of the site with some non-native grasses, but predominantly a diversity of native grasses, that are typically grazed by cattle were mapped as Native Range Areas. During the October site review, we confirmed that the conditions on-site had not changed and collected various photographs, measurements and GPS data of existing infrastructure, hunts camps and natural communities.

GIS Data Assessment

The GIS figures in this Baseline were compiled from publicly-available information generated by natural resource agencies including the SJRWMD, Florida Fish and Wildlife Conservation Commission ("FWC"), Natural Resources Conservation Service ("NRCS"), and United States Geological Survey ("USGS"), among others. Most of the data were compiled at a statewide scale, and the context for smaller scale would need to be verified. However, for this investigation on a 26,946-acre Protected Property, the scale of the analyses was realistic and relevant. Our site reviews confirmed the general accuracy of the GIS data and these separate data sources provide confirmation and redundancy for the information in the Baseline.

Florida Natural Area Inventory Standard Data Report

We requested and received an Element Occurrence Report of known and potentially-occurring listed species from the FNAI. These data depict the known locations of state- and federally-listed and candidate species of plants and animals as well as rare communities. Most of the data are compiled on public lands, therefore the projections of likelihood of occurrence for private properties are extrapolated from nearby datasets. The information included in the Baseline from the FNAI substantiate some of the observations of rare or listed species that we made in the field, and the information obtained from Mr. Beasley regarding listed species known to occur on the Protected Property.

Ecological Setting

Agriculture

The primary agricultural activity on-site is cattle ranching and vast areas of pastures are maintained for this endeavor. They are planted almost exclusively to bahiagrass, but they are also characterized by an abundance of herbaceous native plants. These areas are also frequently mowed and occasionally burned in the winter. Approximately 3,000 acres of pastures are currently included in the cooperative partnership with the U. S. Fish and Wildlife Service ("FWS") for managing the landscape for Florida grasshopper sparrows. This involves rotating cattle and maintaining fire prescriptions and mowing schedules to produce out ideal conditions for this federally-Endangered species.

The northern portion of agricultural lands not in Cultivated Agricultural Areas, containing approximately 1,600 acres, were apparently historically used for row crops, most likely tomato

fields, and sodding according to Mr. Beasley. Though some irrigation infrastructure may still exist, these fields have not been used for row crops in decades. The beds used for row crops still exist, but they are currently planted to bahiagrass improved pasture and are used for cattle grazing and sodding. These areas are frequently mowed and occasionally burned in the winter. Mr. Beasley indicated that management of this portion of the property has included cutting up to 500 acres of sod from the improved pastures along State Road 60. The approach has been to remove the sod in strips and then disk and replant the pasture. The average annual acreage has been about 200 to 300 acres cut for sod, but in some years none has been cut.

Hydrology

Based on information from Mr. Beasley, water on the DeLuca Preserve naturally drains to the east and west. The topographic gradient that influences flow is so slight that the direction of flow is influenced by the level of rainfall, i.e. wetlands may drain east in low water levels and west during high water levels. There is a basin boundary which divides the site approximately in half - the northeastern portion of the site drains north and east to the St. Johns River, and the southwestern half drains west and south to the Kissimmee River. Major drainage canals were established on-site many decades ago and these canals have been maintained ever since. These are reflected on the National Hydrography Dataset of 2017 created by the USGS.

In addition, a network of lesser canals, ditches and swales have been constructed around or through most of the larger wetland systems on-site. Based on input from Mr. Beasley, ranch managers occasionally dredge vegetation from all the major ditches to sustain their historic profile and to remove dense concentrations of wetland and aquatic vegetation. Mr. Beasley indicated that for some difficult to reach stretches, they occasionally treat aquatic vegetation via aerial spray from a helicopter. Along with the ditches, there are a substantial number of culverts that are occasionally replaced to prevent road washouts. The ranch has recently upgraded many ditch crossings with culverts and fortified the roads over them.

Based on our brief assessment, these drainage features remove water from natural wetland systems during periods of relatively high rainfall, but many of the wetlands remain highly functional and were saturated or inundated at the time of our September and October 2020 inspections. Still, the wetland systems closest to the major canals have substantially reduced hydroperiods as determined by hydrological indicators (staining, lichen lines, moss cups, species composition, etc.) in the wetlands.

In addition to the deep wells at the groves, there are other irrigation wells across the Protected Property that are maintained. Several have been recently refurbished and connected to solar power. Mr. Beasley indicated that NRCS grants were used for some portion of the funding for refurbishing a few of these irrigation wells. He also indicated that there are likely other irrigation wells on the Protected Property that have not yet been refurbished or even used in the recent past.

Vegetative Cover

During our site reviews on December 18 and 19, 2019, we went to locations that were representative of the predominant natural communities on-site. Based on our site reviews in 2020, there were no substantial changes to these community types. We used FWC land cover

maps as a reference to guide our field work to create a land use map for this Baseline. Common and scientific names for plants observed on-site are referenced in Table 1 below.

Table 1. Common and scientific names of plants referenced in the DeLuca Preserve Baseline Documentation Report¹

<u>Common name</u>	<u>Scientific name</u>
red maple	<i>Acer rubrum</i>
blue maidencane	<i>Amphicarpum muhlenbergianum</i>
bushy bluestem	<i>Andropogon glomeratus</i>
broomsedge bluestem	<i>Andropogon virginicus</i>
wiregrass	<i>Aristida stricta</i>
pawpaw	<i>Asimina sp.</i>
herb-of-grace	<i>Bacopa monnieri</i>
tarflower	<i>Bejaria racemosa</i>
American beautyberry	<i>Callicarpa americana</i>
spadeleaf	<i>Centella asiatica</i>
Jamaica swamp sawgrass	<i>Cladium jamaicense</i>
sedge	<i>Cyperus sp.</i>
Virginia buttonweed	<i>Diodia virginiana</i>
dwarf sundew	<i>Drosera brevifolia</i>
common water-hyacinth	<i>Eichhornia crassipes</i>
fireweed	<i>Erechtites hieraciifolius</i>
flattened pipewort	<i>Eriocaulon compressum</i>
button rattlesnakemaster	<i>Eryngium yuccifolium</i>
slender flattop goldenrod	<i>Euthamia caroliniana</i>
narrowleaf yellowtops	<i>Flaveria linearis</i>
dwarf huckleberry	<i>Gaylussacia dumosa</i>
toothpetal false reinorchid	<i>Habenaria floribunda</i>
limpograss	<i>Hemarthria altissima</i>
manyflower marshpennywort	<i>Hydrocotyle umbellata</i>
peelbark St. John's-wort	<i>Hypericum fasciculatum</i>
common yellow stargrass	<i>Hypoxis curtissii</i>
dahoon	<i>Ilex cassine</i>
gallberry	<i>Ilex glabra</i>
cogongrass	<i>Imperata cylindrica</i>
rush	<i>Juncus sp.</i>
whitehead bogbutton	<i>Lachnocaulon anceps</i>
Japanese climbing fern	<i>Lygodium japonicum</i>

coastalplain staggerbush	<i>Lyonia fruticosa</i>
fetterbush	<i>Lyonia lucida</i>
sweetbay	<i>Magnolia virginiana</i>
twinberry	<i>Myrcianthes fragrans</i>
wax myrtle	<i>Myrica cerifera</i>
sword fern	<i>Nephrolepis exaltata</i>
swamp tupelo	<i>Nyssa biflora</i>
cinnamon fern	<i>Osmunda cinnamomea</i>
royal fern	<i>Osmunda regalis</i>
maidencane	<i>Panicum hemitomon</i>
torpedograss	<i>Panicum repens</i>
Virginia creeper	<i>Parthenocissus quinquefolia</i>
bahiagrass	<i>Paspalum notatum</i>
red bay	<i>Persea borbonia</i>
golden polypody	<i>Phlebodium aureum</i>
wild pennyroyal	<i>Piloblephis rigida</i>
sand pine	<i>Pinus clausa</i>
slash pine	<i>Pinus elliottii</i>
longleaf pine	<i>Pinus palustris</i>
wild pennyroyal	<i>Piloblephis rigida</i>
narrowleaf silkgrass	<i>Pityopsis graminifolia</i>
resurrection fern	<i>Pleopeltis michauxiana</i>
sweetscent	<i>Pluchea odorata</i>
combleaf mermaidweed	<i>Proserpinaca pectinata</i>
blackroot	<i>Pterocaulon pycnostachyum</i>
sand live oak	<i>Quercus geminata</i>
turkey oak	<i>Quercus laevis</i>
laurel oak	<i>Quercus laurifolia</i>
myrtle oak	<i>Quercus myrtifolia</i>
running oak	<i>Quercus pumila</i>
live oak	<i>Quercus virginiana</i>
pale meadowbeauty	<i>Rhexia mariana</i>
starrush whitetop	<i>Rhynchospora colorata</i>
giant whitetop	<i>Rhynchospora latifolia</i>
narrowfruit horned beaksedge	<i>Rhynchospora inundata</i>
cabbage palm	<i>Sabal palmetto</i>
largeflower rosegentian	<i>Sabatia grandiflora</i>
shortleaf rosegentian	<i>Sabatia brevifolia</i>
American cupscale	<i>Sacciolepis striata</i>
grassy arrowhead	<i>Sagittaria graminea</i>

lizard's tail	<i>Saururus cernuus</i>
Brazilian pepper	<i>Schinus terebinthifolia</i>
saw palmetto	<i>Serenoa repens</i>
earleaf greenbrier	<i>Smilax auriculata</i>
tropical soda apple	<i>Solanum viarum</i>
goldenrod	<i>Solidago sp.</i>
pond cypress	<i>Taxodium ascendens</i>
bald-cypress	<i>Taxodium distichum</i>
swamp fern	<i>Telmatoblechnum serrulatum</i>
ballmoss	<i>Tillandsia recurvata</i>
southern needleleaf	<i>Tillandsia setacea</i>
Spanish moss	<i>Tillandsia usneoides</i>
poison ivy	<i>Toxicodendron radicans</i>
American elm	<i>Ulmus americana</i>
caesarweed	<i>Urena lobata</i>
shiny blueberry	<i>Vaccinium myrsinites</i>
muscadine	<i>Vitis rotundifolia</i>
yelloweyed grass	<i>Xyris sp.</i>
Adam's needle	<i>Yucca filamentosa</i>

¹Nomenclature from Atlas of Florida Plants (Wunderlin et al. 2017)

Climate

According to U. S. Climate Data for Okeechobee, approximately 25 miles south of the center of the DeLuca Preserve, the average annual high temperature is 84° F, and the average annual low temperature is 63° F. Annual precipitation averages approximately 47.4 inches, with a disproportionate amount of that rainfall resulting from storms in June - September.

Habitat

Wetlands America Trust, Inc. ("WAT") uses a standard habitat mapping protocol for properties that it oversees. To create a habitat map (or land use map) using these conventions, we prepared a "crosswalk" of the communities from the CLC nomenclature to the WAT nomenclature. The *WAT Land Use Map* below provides an illustration of the conversion that was created through the renaming of polygons used by the FWC. This conversion was a conversion of nomenclature only – with a few exceptions related to altered habitats, none of the GIS polygons were required to be modified. A general description and acreage for each WAT habitat type are provided below.

Wetland, Watercourse, and Waterbody Areas (6,677 acres)

Wetlands on site consist of herbaceous prairies and marshes and forested wetlands. Herbaceous wet prairies are typically less frequently inundated zones adjacent to, or between freshwater marshes. They are likely frequently burned and potentially more affected by adjacent drainage

swales than the deeper-flooding freshwater marshes. Herbaceous wetland vegetation in these areas includes southern bogbutton, flattened pipewort, combleaf mermaidweed, spadeleaf, yelloweyed grass, blue maidencane, dwarf sundew and largeflower rosegentian. The expansive areas of herbaceous marshes frequently exhibit a characteristic zonal pattern related to slight changes in hydrology, elevation, and soils. The lowest elevation exposed to the longest inundation is frequently dominated by Jamaica swamp sawgrass with dense maidencane occurring at a slightly higher elevation. Further upslope, a slight increase in elevation typically results in a transition to a peelbark St. John's-wort zone followed by an herbaceous fringe of broomsedge bluestem.

Forested wetlands on-site are typically dominated by pond and bald cypress and swamp tupelo along with red maple, American elm, sweetbay, cabbage palm, red bay (devastated by the non-native redbay ambrosia beetle, *Xyleborus glabratus*) and dahoon. Those forested wetland systems that occur near or adjacent to the large drainage canals through the Protected Property have been most affected by hydrological changes. Subcanopy vegetation in the interior of the forested wetlands is represented by cinnamon fern, swamp fern, manyflower marshpennywort, wax myrtle, cabbage palm, poison ivy, sword fern, toothpetal false reinorchid, lizard's tail, and in a few wetlands, the invasive exotic Japanese climbing fern.

Several major drainage canals occur on the Protected Property. A network of lesser canals, ditches and swales have been constructed around or through most of the larger wetland systems on-site, and these typically drain into the larger ditches, and, then, relatively slowly off-site. Ranch managers occasionally dredge vegetation from all the major ditches to retain their function. Along with the ditches, there are a substantial number of culverts that are occasionally replaced to prevent road washouts.

Wetland, Watercourse, and Waterbody Areas support surface water and groundwater quality and quantity in the region, and provide water storage, water purification, and groundwater recharge functions that benefit fish, wildlife, and plant communities. They also provide habitat for state- or federally-listed species of wildlife, including eastern indigo snake and Florida sandhill crane.

Wetland, Watercourse, and Waterbody Areas on the Protected Property have significant values worthy of conservation and inclusion in the Everglades Headwaters National Wildlife Refuge and Conservation Area (EHNWR). The Protected Property was identified as a Conservation Focal Area for the EHNWR Conservation Area, created in 2012 to protect the natural resources of the Kissimmee River Valley while ensuring the heritage of ranches and other working landscapes. Specifically, the Protected Property is a significant component of the Conservation Focal Area labelled Prairie Central on the *Everglades Headwaters Conservation Partnership map* shown below.

Upland Forests (5,339 acres)

Upland Forests consist of mesic hammocks, Florida scrub, mesic flatwoods and scrubby flatwoods depending on soil types, soil moisture and historical frequency of fire. Mesic hammocks are sparsely scattered across the DeLuca Preserve. They occur on well drained soils and are rarely exposed to fire or flooding. Prevalent vegetation includes a closed, dense canopy of live oak and cabbage palm with scattered slash pine. Frequently, ballmoss, southern

needleleaf, Spanish moss, golden polypody and resurrection fern festoon the live oak trees. Additional subcanopy vegetation includes earleaf greenbrier, Virginia creeper, fireweed, bluestem broomsedge, wild citrus trees, American beautyberry, and twinberry.

A small patch of scrub occurs in the northeast portion of the DeLuca Preserve. Additional scrub occurs just off-site and north of S. R. 60. These community types are historically exposed to infrequent, often intense fires. Because of their proximity to S. R. 60 and U. S. 441, scrub communities on the DeLuca Preserve are not included in the fire rotation. As a result, they are characterized by a dense association of sand pine, Chapman's oak, sand live oak and myrtle oak with a dense midstory of saw palmetto and scattered Adam's needle. Very few herbaceous plants occur in this community type on-site. Though Florida scrub-jays have apparently been detected in this area in the past, none were observed during our brief site reviews. Blue-tailed mole skinks are known to occur in this community type in Osceola County, but no surveys were conducted for this federally-Threatened species, and none are known to specifically occur on-site.

Mesic Flatwoods on the DeLuca Preserve are a part of the 20,000 acres included in an approximately 3-year fire rotation. As a result, mesic flatwoods are characterized by an open canopy of longleaf and slash pine, with saw palmetto and wiregrass in the mid- and understory. Other predominant vegetation in the flatwoods includes broomsedge bluestem and bushy bluestem, fetterbush, gallberry, pawpaw and wax myrtle. There are numerous old-age longleaf pine trees in these flatwoods that are suitable for use by red-cockaded woodpeckers. We visited what is known to be an active cluster of red-cockaded woodpeckers during our site reviews and found that there is a scattered distribution of potential cavity trees and well-stocked stands of pines suitable for foraging by this federally-Threatened species.

Scrubby Flatwoods occur in two locations on-site. These communities occur topographically between mesic flatwoods and scrub, and they tend to be exposed to more frequent fires than scrub. They are characterized by an open, widely-spaced canopy of longleaf pine and some sand pine with scrub oaks (myrtle, sand live and Chapman's), turkey oak and saw palmetto underneath. Subcanopy vegetation also includes tarflower, coastalplain staggerbush, dwarf huckleberry, shiny blueberry, narrowleaf silkgrass and wild pennyroyal.

Upland Forests have significant values worthy of conservation, particularly related to protection for listed species and rare habitats. Upland Forests provide habitat for a variety of state- or federally-listed wildlife species, including Southeastern fox squirrel, gopher tortoise, Florida panther, red-cockaded woodpecker, American kestrel, and eastern indigo snake. Upland Forests encompass several community types that are considered rare: mesic flatwoods, mesic hammock and scrub.

Cultivated Agricultural Areas (811 acres)

Five Cultivated Agricultural Areas occur on site. These areas were/are active citrus groves, or historically used for row crops (most likely tomato fields, according to Mr. Beasley). Though some irrigation infrastructure may still exist in the areas used for row crops, these fields have not been farmed for row crops in decades. The beds used for row crops still exist, but they are currently planted to bahiagrass and used for cattle grazing. These areas are frequently mowed

and occasionally burned in the winter. According to Mr. Beasley, the lessees are required to mow or burn at least 1,000 acres of these areas per year.

Of the five Cultivated Agricultural Areas, three are active citrus groves: the Weeks, Peavine, and Log Cow Pen Groves, all of which have been significantly impacted by citrus greening. Infrastructure associated with the groves includes buildings for storing equipment at Weeks Grove, a deep well system and pump at each grove (two at Weeks Grove), irrigation infrastructure and fuel tanks and generators for emergency power. There is a weather station at Weeks Grove. There are substantial areas of relic citrus in all three groves, and the irrigation infrastructure in these fallow areas is still viable for any future agricultural operations that would benefit from irrigation.

Native Range Areas (7,417 acres)

Dry prairie habitats are lightly grazed across the site and they were included as Native Range Areas. Though these areas are grazed, they have not been improved for pasture, so the native vegetation assemblage remains mostly intact, and they are burned on a frequent fire rotation. These communities are characterized by a lack of canopy and a broad expanse of saw palmetto with wiregrass and scattered, diminutive oaks in a community that is typically less than three feet tall. These areas are primarily confined to three major areas north and west of Lake Okeechobee in southcentral Florida. Species detected on-site include running oak, gallberry, fetterbush, wild pennyroyal, wax myrtle, broomsedge bluestem, shiny blueberry and common yellow stargrass.

Extensive areas mapped as pasture on the CLC map are a part of the Native Range Areas land use type because they are vegetated by a plethora of native herbaceous plants found in native grassland and dry prairie habitats. These areas are frequently burned, mowed, and lightly grazed. Along with the improved pastures, these areas include habitat for Florida grasshopper sparrow, along with crested caracara, Florida sandhill crane and other listed species of wildlife. Prevalent vegetation includes a relatively high diversity of native plants including starrush and giant whitetop, rushes, blackroot, sedges, running oak, broomsedge bluestem, whitehead bogbutton, sweetscent, pale meadowbeauty, slender flattop goldenrod, gallberry, button rattlesnakemaster, wax myrtle, largeflower rosegentian, flattened pipewort, bloodroot, narrowleaf yellowtops, Virginia buttonweed, goldenrod, narrowfruit horned beaksedge, American cupscale, grassy arrowhead, herb-of-grace, manyflower marshpennywort and shortleaf rosegentian.

Improved Pasture Areas (6,593 acres)

The northwestern portion of the site was identified as the location of Improved Pasture Areas, based on the degree of historical disturbance associated with cattle grazing. In these areas, bahiagrass was planted and has been maintained as forage for cattle, and this has diminished the relative diversity of other native grassland species. Still, the Improved Pasture Areas have many representative native plants, and provides the best habitat for Florida grasshopper sparrow. Of the total 6,593 acres of Improved Pasture Areas, approximately 3,000 have been included in the cooperative partnership with the U. S. Fish and Wildlife Service (FWS) for managing the landscape for Florida grasshopper sparrows. This involves rotating cattle, and maintaining fire prescriptions and mowing schedules to produce ideal conditions for this federally-endangered species.

Improved Pasture and Native Range Areas on the Protected Property have significant value worthy of conservation, including a working landscape that is representative of the biological diversity and ecosystem values of the EHNWR. In part because of the low-intensity management of Improved Pasture and Native Range Areas, the Protected Property was identified as a Conservation Focal Area for the EHNWR Conservation Area. This comprehensive component of the National Wildlife Refuge system was created in 2012 to protect the natural resources of the Kissimmee River Valley while ensuring the heritage of ranches and other working landscapes. Improved Pasture and Native Range Areas provide distinctive habitat for a variety of state- or federally-listed wildlife species, including gopher tortoise, eastern indigo snake, Florida sandhill crane, Florida burrowing owl, crested caracara, American kestrel, and most notably, Florida grasshopper sparrow. The ranch has been an area of focused research conducted by the FWS and Archbold Biological Station to relate reproductive success to land management actions on Improved Pasture and Native Range Areas. Recent results have yielded important data for survival of this critically-imperiled bird.

Wildlife Food Plots

There are 20 Wildlife Food Plots that are maintained by the hunt camps, and they total 9.3 acres. The food plots average 0.5 acre in size and are maintained to increase habitat quality and hunting access for white-tailed deer and wild turkey. Their location is depicted in the Figure titled *Hunt Camps, Agricultural Structures, Livestock Watering Ponds and Food Plots*.

Open Space

Governmental Conservation Policy

As shown in the *Conservation Lands Map* in the *Project Location* section above, the Protected Property is surrounded by large tracts of publicly-owned tracts land including Kissimmee Prairie Preserve State Park, Three Lakes Wildlife Management Area, Blue Cypress Conservation Area and Fort Drum Marsh Conservation Area, among many others. Several ranches in the vicinity have been placed under conservation easements, including Tiger Cattle Company Ranch, Adams Ranch, Escape Ranch and Mills Ranch. The property is located within the following governmental conservation projects: EHNWR (where it is a Conservation Focal Area), the Pine Island Slough Florida Forever project (ranked #15 and a Medium priority on the 2020 Florida Forever Priority List), and the Avon Park Air Force Range Sentinel Landscape (the property lies within a MIPA II low level overflight zone).

Scenic Character

The site provides broad vistas of agricultural lands and natural habitat from S. R. 60 and U. S. 441. Photographs of the scenic vistas were taken to depict the long views of Improved Pasture Areas; Wetland, Watercourse, and Waterbody Areas; and Upland Forests that are visible from the roadways. Representative photos of the scenic vistas from S. R. 60 and U. S. 441 are provided in **Exhibit 2** and the locations depicted in the photos are shown in the Figure titled *Photograph Locations*. In places along these well-traveled roadways, dense vegetation in the road Rights-of-Way can impact scenic vistas. But maintenance of the natural gas easement along the Protected Property boundary enhances the breadth of perspective in some areas of the site. In these cases, long views of pasture and native habitats provide a glimpse of the agricultural lands and the natural habitat to be protected by the easement.

Public Benefit

The intended partnership between the landowner, the University of Florida, and the easement holder on the DeLuca Preserve will serve multifaceted public benefits. The conservation value of the DeLuca Preserve has been documented in the Baseline. Natural and agricultural communities on site provide habitat for a litany of native wildlife including many species that are rare, Threatened, or Endangered. The site is an important stop-over for migratory birds, and part of an ecological network of natural lands that extends across the state. The protection of thousands of acres of wetlands in two different water management districts will protect water quality, store water from major storms, protect infrastructure from major floods and provide wetland habitat for wildlife.

The partnership with the state's flagship land grant university will also provide an opportunity for agricultural research that will improve agricultural management practices and provide important data and management recommendations for sustaining natural resource value in areas managed for agriculture. Opportunities to conduct research on wildlife species that are rare, Threatened, or Endangered should also provide direction for land management activities to improve the chance of recovery for species such as the Florida grasshopper sparrow, red-cockaded woodpecker, crested caracara, Florida scrub-jay, eastern indigo snake and Florida panther.

Species Wildlife

A list of the vertebrate species of wildlife detected during the four days of site reviews is shown in **Table 2**. A comprehensive wildlife survey was not a focus of the reviews - this is a compilation of species detected while assessing infrastructure and vegetative communities. The size of the Protected Property and the diversity of natural communities provides habitat for dozens of other species of vertebrates, including a plethora of birds that would pass through the Protected Property during migration.

Table 2. Common and scientific names of vertebrates observed during site reviews conducted December 18 and 19, 2019 on the DeLuca Preserve, Osceola County, Florida

<i>Common name</i>	<i>Scientific name</i>
<u>Reptiles and Amphibians</u>	
southern chorus frog	<i>Pseudacris nigrita</i>
squirrel treefrog	<i>Hyla squirrela</i>
southern cricket frog	<i>Acris gryllus</i>
<u>Birds</u>	
red-winged blackbird	<i>Agelaius phoeniceus</i>
wood duck	<i>Aix sponsa</i>
Florida sandhill crane	<i>Antigone canadensis pratensis</i>
great egret	<i>Ardea alba</i>

great blue heron
 Florida burrowing owl
 cattle egret
 red-shouldered hawk
 crested caracara
 northern cardinal
 turkey vulture
 killdeer
 northern bobwhite
 black vulture
 American crow
 blue jay
 black-bellied whistling-duck
 pileated woodpecker
 white ibis
 American kestrel
 Wilson's snipe
 common yellowthroat
 hooded merganser
 belted kingfisher
 red-bellied woodpecker
 wild turkey
 wood stork
 great crested flycatcher
 American white pelican
 cliff swallow
 downy woodpecker
 eastern towhee
 roseate spoonbill
 blue-gray gnatcatcher
 eastern phoebe
 yellow-rumped warbler
 palm warbler
 pine warbler
 eastern bluebird
 brown-headed nuthatch
 yellow-bellied sapsucker
 eastern meadowlark
 tree swallow
 Carolina wren
 lesser yellowlegs
 American robin

Ardea herodias
Athene cunicularia floridana
Bubulcus ibis
Buteo lineatus
Caracara cheriway
Cardinalis cardinalis
Cathartes aura
Charadrius vociferus
Colinus virginianus
Coragyps atratus
Corvus brachyrhynchos
Cyanocitta cristata
Dendrocygna autumnalis
Dryocopus pileatus
Eudocimus albus
Falco sparverius
Gallinago delicata
Geothlypis trichas
Lophodytes cucullatus
Megasceryle alcyon
Melanerpes carolinus
Meleagris gallopavo
Mycteria americana
Myiarchus crinitus
Pelecanus erythrorhynchos
Petrochelidon pyrrhonota
Picoides pubescens
Pipilo erythrophthalmus
Platalea ajaja
Polioptila caerulea
Sayornis phoebe
Setophaga coronata
Setophaga palmarum
Setophaga pinus
Sialia sialis
Sitta pusilla
Sphyrapicus varius
Sturnella magna
Tachycineta bicolor
Thryothorus ludovicianus
Tringa flavipes
Turdus migratorius

white-eyed vireo
mourning dove

Vireo griseus
Zenaida macroura

Mammals

white-tailed deer
striped skunk
eastern mole
Southeastern fox squirrel
wild pig

Odocoileus virginianus
Mephitis mephitis
Scalopus aquaticus
Sciurus niger niger
Sus scrofa

¹Nomenclature from:

American Ornithological Society's Checklist of North and Middle American Birds
FWC's profiles of Florida mammals
Atlas of Amphibians and Reptiles in Florida

Listed Species/ Element Occurrence Report from Florida Natural Areas Inventory

We did not conduct a survey for state or federally listed plant or animals. Instead, we requested and received an Element Occurrence Report from the FNAI, and it is shown in Exhibit 1. Although not referenced by the FNAI, Mr. Beasley indicated that Florida panthers (*Puma concolor coryi*) have been detected on camera traps used by hunt camps. While hunting wild turkeys 2020, a hunter indicated that he witnessed a Florida panther preying on a white-tailed deer. Florida scrub-jays and blue-tailed mole skinks have the potential to occur in scrub and scrubby flatwoods habitats on-site. As shown in the FNAI report, a substantial portion of the DeLuca Preserve also rates as highest priority on state-wide indices for biological diversity, landscape resources and surface water resource protection.

Mr. Beasley indicated that he had personally observed numerous state- or federally-listed species of wildlife on-site. These included gopher tortoise, eastern indigo snake, crested caracara, Florida sandhill crane, Florida burrowing owl, red-cockaded woodpecker, and Florida grasshopper sparrow. Although Mr. Beasley was aware of the scrub and scrubby flatwoods habitat on the Protected Property, he indicated that he had never observed a Florida scrub-jay on-site. We visited these areas during the December 18 and 19, 2019 site reviews and did not observe any. Mr. Beasley indicated that all the above-referenced listed species are considered in their management actions, but two of the species were specifically considered during the implementation of management activities associated with prescribed fire and grazing. These are the red-cockaded woodpecker and Florida grasshopper sparrow. Specific information on the management for these two species is referenced below.

Red-cockaded woodpecker: Based on recent information from Mr. Sam van Hook, the forester who implements prescribed burns on the DeLuca Preserve, there are active clusters of red-cockaded woodpeckers that occur in the mesic flatwoods on-site. Mr. van Hook indicated that these clusters are considered when they implement the timber management program, and specifically when they burn the flatwoods. Care is taken to protect cavity trees and prevent them from igniting during prescribed fire.

Florida grasshopper sparrow: The Florida grasshopper sparrow is managed under a cooperative

partnership with the FWS. This is an active management strategy where the ranch has removed all the trees in an area of approximately 3,000 acres. Burning is implemented on a rotation prescribed by the FWS, and cows are rotated in and out of the 3,000-acre area of focus to maximize the benefit for the sparrow.

Since 2015, the Florida grasshopper sparrow population at the DeLuca Preserve has been intensively monitored, with Archbold Biological Station (Archbold) responsible for designing and conducting the monitoring since 2017. Archbold has implemented all accepted nest-protection strategies used on public lands and demonstrated that protected Florida grasshopper sparrows at the DeLuca Preserve have fledgling production equal to natural prairie on protected public lands, and have yearling and adult survival rates equal to or exceeding those sites. At the DeLuca Preserve, Florida grasshopper sparrows occupy and are equally successful on semi-improved and improved pastures located in the Improved Pasture Areas. In 2020, Archbold implemented habitat quality studies to better understand how habitat structure and composition influence occupancy, nest success, and survival. Archbold is compiling land management records to understand how habitat structure and composition influence habitat conditions and, in turn, the viability of Florida grasshopper sparrows. Archbold provides data, reports, and publications to relevant agencies and the science community, and shares information with the Florida Grasshopper Sparrow Working Group on the status and viability of the Florida grasshopper sparrow population, contributing to understanding the DeLuca Preserve's role in the eventual recovery of this federally-Endangered bird.

Based on data provided by the FWS, the area of active breeding activity for Florida grasshopper sparrows on the Protected Property between 2015 and 2020 includes 2,866 acres. This compilation of numerous breeding territories encompasses pasture, native range, wet and dry prairie and freshwater marsh habitats. The cumulative area of six breeding-season territories is depicted on the figure below titled *Extent of Florida Grasshopper Sparrow Breeding Habitat*.

Invasive Species

We noted numerous plant species identified by the Florida Exotic Pest Plant Council (FLEPPC) as Category I or II invasives and the University of Florida Institute of Food and Agricultural Sciences' "Assessment of Nonnative Plants in Florida's Natural Areas". Notable Category I plants that we observed included cogongrass, water-hyacinth, Japanese climbing fern, Brazilian pepper, torpedograss, tropical soda apple and caesarweed. (See http://bugwoodcloud.org/CDN/fleppc/plantlists/2019/2019_Plant_List_ABSOLUTE_FINAL.pdf for the 2019 list of Category I and II plants, and <https://assessment.ifas.ufl.edu/> for the UF/IFAS nonnative plant assessment tool.

Mr. Beasley also provided a summary of land management activities directed to control invasive exotic plants. To a great degree the plants that are identified for eradication or control have limited occurrence on-site. More information on management activities directed at listed species is included in the section on land management below.

According to Mr. Beasley, there is no comprehensive attempt to remove wild pigs from the Protected Property. We saw evidence of rooting and observed extensive evidence of wild pigs

across the Protected Property during our site reviews. They are a target species for the hunt camps but complete eradication from the Protected Property is not a reasonable expectation.

Historical

The approximately 26,946-acre DeLuca Preserve lies in a portion of Florida that is flat and relatively poorly drained. Historically, rainwater would have coalesced on the Protected Property and slowly trickled across the flatwoods into herbaceous marshes and out low-energy streams to the northeast and southwest towards the Kissimmee River. The cyclical patterns of wet rainy seasons and relatively dry, cool winters would have been a primary driver of natural systems on site. Herbaceous marshes and a scattering of forested wetland systems would have seasonally flooded and desiccated on an annual basis. This dynamic, natural hydroperiod would have also set the stage for frequent fires late in the dry season when periodic lightning struck the landscape. These frequent fires would have prevented woody encroachment into herbaceous marshes and maintained a savanna-like understory across the mesic flatwoods on site. These patterns of annual flooding, drought and warm season burns would have created ideal conditions for a high diversity of native grassland and dry prairie plants and an abundance of wildlife species that are now listed.

We requested data on historical and cultural records from the State Historic Preservation Office and received summary information from the Florida Master Site File. These data include references to numerous cultural and historic resource assessments conducted on and in the vicinity of the Protected Property since the mid-1990s. The results are provided in the Exhibit entitled: *State Historical Preservation Office Archeological Findings*.

MAN-MADE

Agricultural and revenue-generating operations on the DeLuca Preserve include cattle, citrus, timber and hunting leases, and relatively small operations associated with selling sod, harvesting native seeds, saw palmetto berry collection and collecting alligator eggs. Most of the agricultural endeavors are administered through lease agreements.

Intensive Use Areas (IUAs)

Ten Intensive Use Areas (IUAs) are shown in the *Intensive Use Areas* Figure section below.

Two residential houses occur on the south side of S. R. 60 within the Florida Power & Light easement approximately 0.5 mile west of U. S. 441. These 2 houses were defined as one Residential IUA and they total 1.9 acres.

A 0.8-acre abandoned facility associated with sales of theme park tickets to tourists along S. R. 60 occurs near the northeastern boundary of the Protected Property. Structures have been removed from the facility and, according to Mr. Beasley, contaminated wastes have been appropriately transported from the site.

An inactive County solid waste transfer station existed just east U. S. 441 until its lease ran out a few years ago. Any structures on this 0.4-acre site were removed, the facility was closed, and the disturbed area was fenced.

Five areas of Cultivated Agriculture occur on the Protected Property. Three are associated with active citrus groves and the two in the central portion of the Protected Property were historically used for row crops. Two IUAs have been reserved in the fallow areas of citrus at the northwestern (44.0 acres) and southeastern (52.8 acres) portions of the site.

Four hunt camps currently lease property on the Protected Property and these areas are each considered IUAs. Currently the hunt camps include the Walter Beckham Hunt Camp (0.5 acre), the Last Resort Hunt Camp (4.5 acres), the Osceola Hunt Camp (3.4 acres) and the Between the Roads Hunt Camp (0.3 acre, located between U. S. 441 and the Florida Turnpike on the eastern side of the Protected Property). Hunters primarily hunt white-tailed deer, wild pig, and wild turkey. All hunt camps are required to form LLCs and sign 3-year leases. All the hunt camps have living facilities; either primitive houses or Recreation Vehicles with various degrees of mobility. Three of the four camps have access to electricity and potable well water. The Last Resort Hunt Camp is the largest and it has community dining areas and bathrooms. Built into the lease agreement is a provision that all equipment in the hunt camp must be removed in the event of termination of the lease. This includes all the living facilities, community structures and Recreation Vehicles. If they are not removed, they become the property of the ranch. In addition to the Figure for IUAs, the location of hunt camps is depicted over an aerial photograph on the Figure titled *Hunt Camps, Agricultural Structures, Livestock Watering Ponds and Food Plots* below.

The tenth IUA is a 0.4-acre area identified for the hunt camps' target range, which is a safety consideration for the property. Coordinates for the area were provided by members of the hunt camp and are included in the figure below.

Structures

Housing and Hunt Camps

As mentioned, there are two tenant houses on S. R. 60. All the rest of the living facilities are associated with the four hunt camps.

Structures Associated with Agriculture

Most of the infrastructure needed to maintain the cattle operation is focused on an extensive network of fencing and gates to rotate cattle from pasture to pasture. One livestock shelter with cow pens and ancillary pastures includes infrastructure to stage the herd, funnel them into a network of pens for various reasons during the year and to transport them into and out of the Protected Property via tractor trailer. The road into the cow pens has been stabilized from S. R. 60 to accommodate tractor trailers with a full load. The dimensions of these facilities are as follows:

- Cow Pen Barn: 44' x 135'
- Scale: 18' x 24'
- 2 Storage Boxes: 20' x 8.5' (total)
- 4 Tanks: 35' x 10' (total)
- Solar Panel: 5' x 10'
- Silo: 8' diameter
- Grain Bin: 16' x 16'

Facilities at the three citrus groves (Weeks, Log Cow Pen and Peavine) include a deep well system and pump at each grove (two at Weeks Grove, four total), irrigation infrastructure and fuel tanks and generators for emergency power. There is a weather station at the Weeks Grove.

There is a small grove office at the Weeks Grove near S. R. 60. The office is enclosed and there is an open-air, covered bay associated with it. Near the grove office is an equipment shed, a fuel tank and a pump house with its associated infrastructure. Southeast of the grove office is another pump house and a cluster of storage tanks. The dimensions of all the facilities at Weeks Grove include the following:

- Barn/Office: 60' x 41'
 - Enclosed: 21'6" x 41'
 - Plus, Bollards that encircle the facility and extend 5 – 10' from the structure
- Shed: 71' x 27'
- Fuel Tank: 17'6" x 8' plus bollards
- Pump House with Fuel Tank: 29' x 39'

Additional Facilities to the Southeast:

- Numerous Storage Tanks on Asphalt Base: 135' x 63'
- Pump House with Fuel Tank: 32' x 18'

The long, narrow grove in the eastern portion of the Protected Property has been known as the Log Cow Pen Grove. There is a pump house in that grove and its dimensions are:

- Pump House: 22' x 19.5'

The Peavine grove in the western portion of the Protected Property also has an irrigation well/pump house, and there were historically other facilities associated with it. There are pads for storage tanks and shelters, and the total area of the pump house and ancillary facilities is:

- Pump House and Ancillary Facilities (total area of pads and fortified base): 69' x 39'

There are four watering troughs and associated infrastructure on the Protected Property that were recently upgraded through a collaborative effort with the NRCS. Dimensions of all these facilities are similar, and they are:

- Tank: 10' x 10'
- Solar Panel: 7' x 7'
- Trough: 14' x 7'

Five small livestock watering ponds have been constructed across the Protected Property over the decades. These ponds are small (less than 0.25 acre) and scattered across areas historically used for cattle grazing.

The location of the watering troughs and associated infrastructure was not determined in the field.

Roads, Trails, Staging Areas, Footbridges, and Parking Lots

No paved roads occur within the project boundary, and the only roads designed to accommodate heavy trucks are those that connect with the cow pens and the citrus groves. The rest of the roads are field roads used by hunters, ranch managers and agricultural lessees. A focused effort to enhance the quality of the roads has been undertaken over the last 15 years. Mr. Beasley indicated that there are 15 gates that allow external access to the Protected Property. A representative illustration of the field roads and the 13 external gates visible from digital aerial photography are depicted in the Figure titled *Roads and Gates*.

Existing Easements

The property is encumbered by the following easements:

- Drainage easement in favor of the State of Florida Department of Transportation described in that certain Order of Taking recorded November 19, 1962, in Circuit Court Minutes Book "M", Page 134.
- Utility easement in favor of Florida Power & Light Company recorded September 15, 1986, in Book 815, Page 1555.
- Drainage and utility easement in favor of Osceola County, Florida recorded February 3, 1999, in Book 1574, Page 553.
- Pipeline easement in favor of Florida Southeast Connection, LLC, a Delaware limited liability company recorded May 20, 2016, in Book 4963, Page 1815.

Minerals

All the underlying mineral interests are owned by the landowner and are not severed from the surface interest in the property.

LAND USE

Historical

The DeLuca Preserve lies in a portion of Florida where agricultural has been a well-ensconced tradition, and there have likely been cattle grazing, citrus production, and row crops on the Protected Property for well over 100 years. The major ditches and drainage network constructed through the Protected Property have been in place for many decades, and these allowed greater use of the Protected Property for agricultural endeavors. Based on the condition of the flatwoods and dry prairies, it is also clear that fire has been used on the Protected Property during most of that time, even though the burns may have been conducted during winter seasons.

Current Land Uses and Management

Agricultural Management

Historically, land management activities have been employed for the production of cattle, harvesting hay, citrus, vegetative crop production, hunting leases, harvesting of native plant propagules (saw palmetto berries and native grass seed), and limited sod lifting to generate revenue. The current primary uses of the Protected Property include cattle grazing, hay production, hunting leases, wildlife habitat management, citrus, and native seed/palmetto berry harvesting.

Specific management activities related to the above uses include grazing management, maintenance of existing canals, flow ways, and watering ponds, fence construction, fertilization, mowing, and/or burning of improved pastures, prescribed fire and/or mechanical roller-chopping

on native grasslands and pine flatwoods, and management of invasive species through chemical or biological applications in grazed areas. Citrus-producing areas are maintained by mowing row middles, herbicide application to tree beds, and appropriate pesticide applications to trees for insects and pathogens. The impact of greening on the groves has been devastating, particularly to the Peavine and Log Cow Pen Groves that are primarily planted in grapefruit.

Prescribed Fire

Prescribed fire is implemented on an approximately three-year rotation on about 20,000 acres of the Protected Property. The burns are primarily growing season (summer) burns, using natural fire breaks where possible. There is also a network of fire breaks that are maintained across the Protected Property. Improved pastures are burned in February. All burns are closely coordinated with the Florida Forest Service, but Mr. Beasley indicated that they are relatively easy to manage given the remote nature and expanse of the Protected Property.

Protected Species Management

As mentioned in a previous section above, the DeLuca Preserve provides habitat for numerous listed species that apparently tolerate or thrive in areas with active agricultural management. Although there may be specific management actions to protect some of these species, such as avoiding gopher tortoise burrows or Florida sandhill crane nests, specific, proactive management actions are primarily focused on red-cockaded woodpecker and Florida grasshopper sparrow.

Invasive Species Management

Ranch management staff are aware of the potential impacts of invasive species on improved pastures and natural lands on the DeLuca Preserve. Therefore, specific management actions are in place to reduce the abundance of invasive, exotic plants, and, for the most part these actions have been effective. Specifically, ranch management personnel use herbicides to treat cogongrass as soon as it is observed. We noted specific patches of recently killed cogongrass. As previously mentioned, the waterways are sprayed for exotic plants to sustain flow and reduce impacts from invasive, exotic plants.

Brazilian pepper is sprayed, chopped, or burned to reduce its numbers, and it too is well controlled on-site, despite the abundance of this highly invasive exotic in the vicinity. Use of a biological control agent, a leaf feeding beetle (*Gratiana boliviana*), on tropical soda apple has also proven effective in reducing the numbers of this invasive exotic plant to a manageable minimum. Mr. Beasley indicated that Japanese climbing fern was a ubiquitous nuisance on the ranch, and we observed it in high densities in one of the representative cypress wetlands on-site. He indicated that they had attempted to spray it, even using aerial application with a helicopter, but for now they were watching its growth rather than implement such an expensive treatment method. A more focused approach to treatment of this highly invasive species may be necessary in the future. The wetland exotic torpedograss and caesarweed are also somewhat ubiquitous and difficult to manage, and though they are abundant, they are not currently being controlled on-site.

Landowner long Term Objectives and Management Goals

The University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) outlined the current management activities necessary to maintain the integrity of the Protected Property.

1. **Prescribed fire.** The grantor plans to continue to conduct prescribed summer burning of upland areas on an approximate three-year rotation using natural fire breaks or the network of maintained fire breaks on the protected property. Improved pastures are typically burned in February; prescribed burns are coordinated with FWS to protect the endangered Florida grasshopper sparrow.
2. **Mechanical roller-chopping and mowing.** Mechanical roller-chopping is employed to manage trees and shrubs that escape fire, and is sometimes performed in conjunction with prescribed fire. Mechanical roller-chopping is also conducted in improved pastures to reduce the prevalence of shrubs and saw palmetto to encourage forage grass growth. Mowing is conducted in wet and dry prairies during the dry season; improved pastures are mowed at least one time annually.
3. **Upland invasive species management.** Management actions for specific species such as cogongrass, Brazilian pepper-tree, Japanese and Old-World climbing fern, giant smutgrass, and tropical soda apple are currently in place on the Protected Property. While the specific treatment protocols vary for individual species, non-native and nuisance plant species should be managed in accordance to UF/IFAS recommendations provided by state extension specialists and/or USDA-NRCS.
4. **Aquatic invasive species management.** Invasive aquatic plants such as water hyacinth and West Indian marsh grass, among others, are necessary to control as observed on the protected property. Aquatic species will be managed in accordance to UF/IFAS recommendations provided by state extension specialists and/or USDA-NRCS.

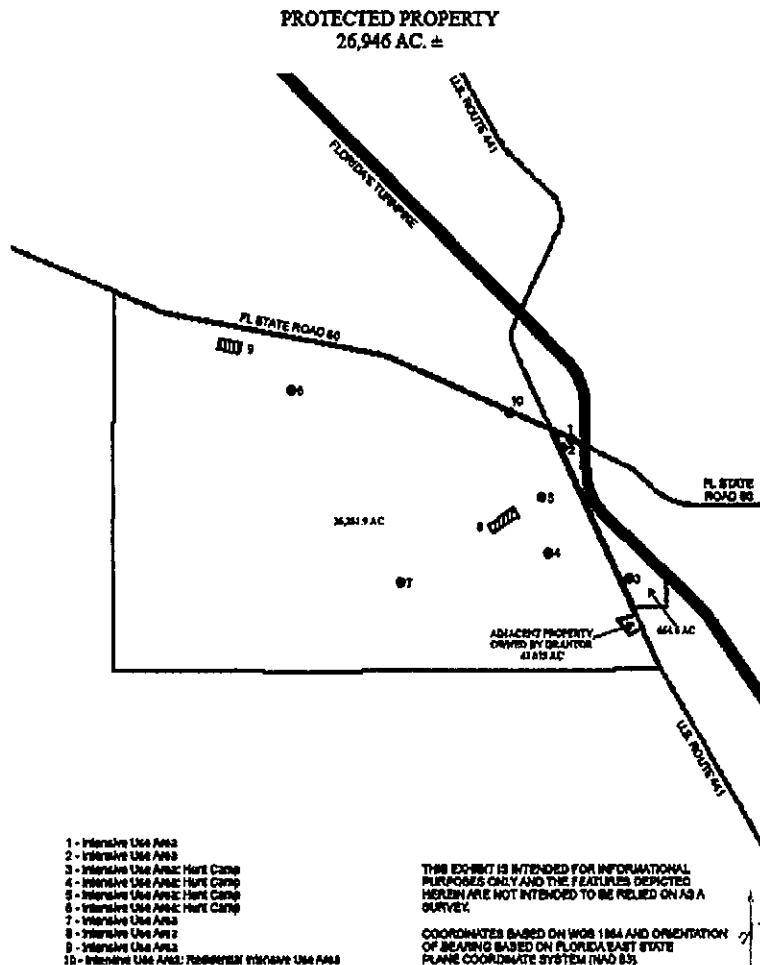
FIGURES

Maps

Intensive Use Areas

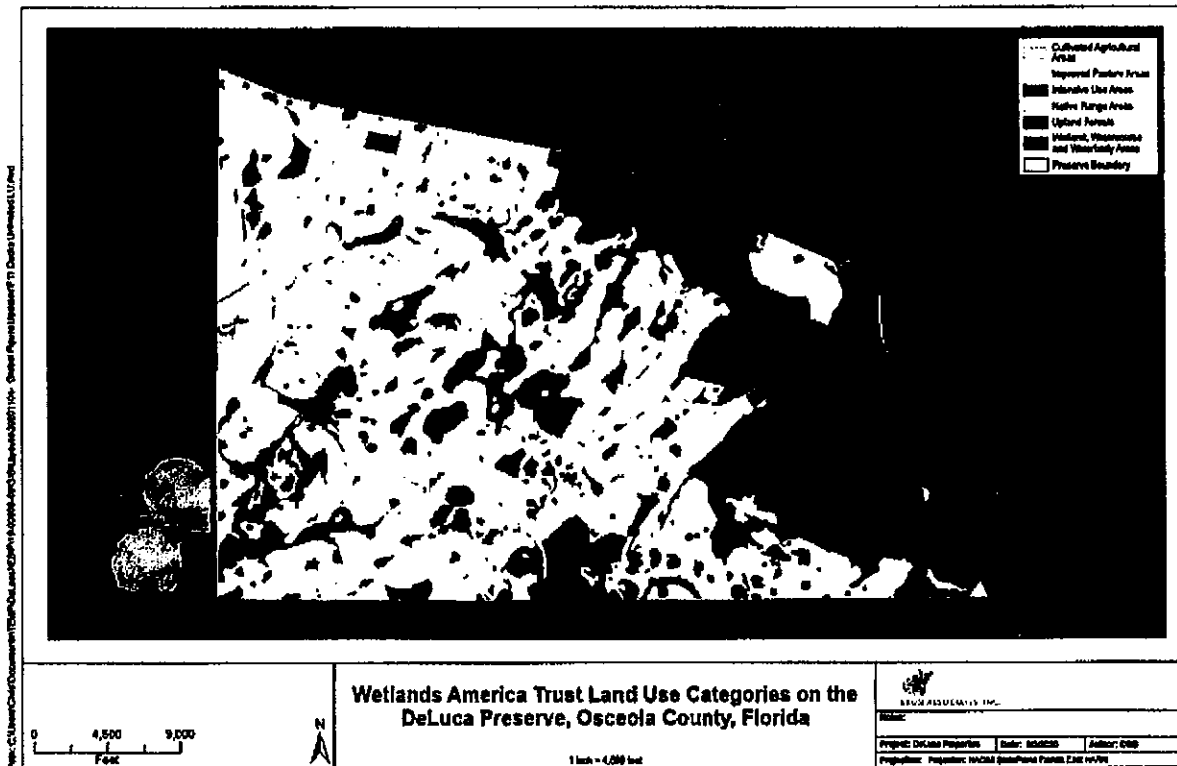
Ten Intensive Use Areas (IUAs) occur on the property. They total 109 acres and include:

- Hunt camps (4)
- Residences along S. R. 60
- A relict gas station and theme park ticket sales facility
- A closed solid waste transfer station
- Cultivated Agricultural Areas that may be used for facilities in the future (2)
- A location for a shooting range for use by hunt camps



Land Use Map

The ten IUAs and five land cover types are shown on the figure below. Maps depicting the layers of Wetland, Watercourse, and Waterbody Areas and Upland Forests follow.



1. Wetland, Watercourse, and Waterbody Areas (6,677 acres)
2. Upland Forests (5,339 acres)
3. Cultivated Agricultural Areas (811 acres)
4. Native Range Areas (7,417 acres)
5. Improved Pasture Areas (6,593 acres)
6. Intensive Use Areas (109 acres)

Natural Resources Appendix

Contents:

Sole Source Aquifer USEPA Concurrence

Species and Habitat Maps

Wetlands Map

DRAFT

**REGION 4**

ATLANTA, GA 30303

September 5, 2025

Mr. David Graeber
Project Engineer
Florida Department of Transportation
719 South Woodland Blvd.
Deland, FL 32720

Subject: Sole Source Aquifer Review/Concurrence SR 60 Project Development and Environment Study in Osceola County, Florida.

Dear Mr. Graeber:

The U.S. Environmental Protection Agency, Region 4 received the Florida Department of Transportation's (FDOT) request on June 16, 2025, to review the above referenced project pursuant to Section 1424(e) of the Safe Drinking Water Act (SDWA), [42 U.S.C. § 300h-3](#). The objective of the EPA's review is to determine if the project lies within the boundaries, including recharge and streamflow source zones, of an EPA designated Sole Source Aquifer (SSA), and to determine if the project poses potential adverse health or environmental impacts. A SSA is the sole or principal water source for a designated area.

The proposed SR 60 Project Development and Environment Study project involves evaluation of widening of SR 60 roadway from two to four lanes over a 20-mile segment from river bridge to turnpike in the county. The project has been determined to lie inside the designated boundaries of the Biscayne Sole Source Aquifer and based on the information provided, may cause a significant impact to the aquifer system when the Project's roadway is constructed and/or construction dewatering is undertaken. However, with proper implementation of best management practices (BMPs), these potential impacts can be adequately reduced or properly mitigated. To that effect, when constructing roads, the FDOT must adhere to the list of BMPs provided as items 1 and 2 below. The dewatering operation BMPs are listed in item 3 below:

1. FDOT Design Manual Chapter 320 Stormwater Pollution Prevention Plan (SWPPP)
2. FDOT Standard Specification for Road and Bridge Construction,
 - a. Section 6 – Control of Materials
 - b. Section 104 – Prevention, Control, And Abatement of Erosion and Water Pollution
 - c. Section 455 – Structures Foundations

3. U.S. Bureau of Reclamation Engineering Geology Field Manual – Chapter 20 Water Control.
<https://www.usbr.gov/tsc/techreferences/mands/geologyfieldmanual-vol2/Chapter20.pdf>

Furthermore, all debris from any demolition of the existing structures must be properly contained and removed from the site prior to construction of the new structure. If applicable, all county flood plain management plans and public notification processes must be followed. During construction, it is the EPA's understanding and expectation that those responsible for the project will strictly adhere to all Federal, State, and local government permits, ordinances, planning designs, construction codes, operation, maintenance, and engineering requirements, and any contaminant mitigation recommendations outlined by federal and state agency reviews. All best management practices for erosion and sedimentation control must also be followed and State and local environmental offices must be contacted to address proper drainage and storm water designs. Additionally, the project manager should contact State and local environmental officials to obtain a copy of any local Wellhead Protection Plans. The following website provides information regarding the Florida Department of Environmental Protection's Source Water Assessment and Protection Program.
<http://www.dep.state.fl.us/swapp/Default.html>.

The EPA finds that, if the conditions outlined above are adhered to, this Project should have no significant impact to the aquifer system. Please note that this "no significant impact" finding has been determined based on compliance with the requirements outlined above and, on the information provided. Further, this finding only relates to Section 1424(e) of the SDWA, [42 U.S.C. § 300h-3](#). If there are any significant changes to the project, the EPA Region 4 office should be notified for further review. Other regulatory groups within the EPA responsible for administering other programs may, at their own discretion and under separate cover, provide additional comments.

Thank you for your concern with the environmental impacts of this project. If you have any questions, please contact Ms. Jayeeta Chakraborty at 404-562-8845 or Chakraborty.Jayeeta@epa.gov or Mr. Larry Cole at 404-562-9474 or Cole.Larry@epa.gov.

Sincerely,



Jon W. Becker, Acting Section Manager
Groundwater and GIS Section
Safe Drinking Water Branch
Water Division
U.S. EPA, Region 4

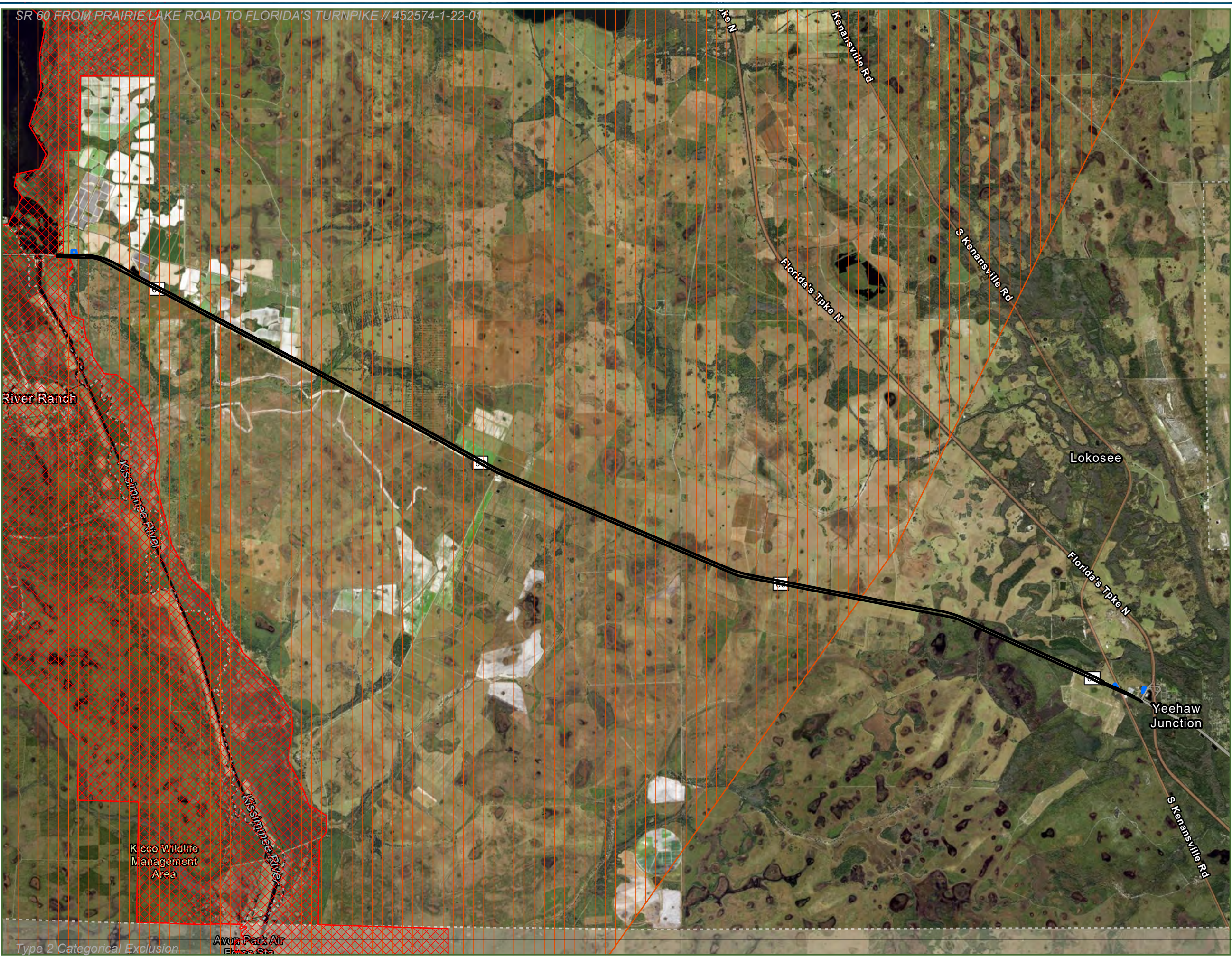


Figure 4
Consultation Areas

SR-60: from Paririe Lake Road to Florida's Turnpike
Osceola County, Florida
81.0411°W 27.7501°N

USFWS Consultation Areas

Red-cockaded Woodpecker

Areas That Cover Entire Project Limits:

- Crested Caracara
- Everglades Snail Kite
- Florida Bonneted Bat
- Florida Grasshopper Sparrow
- Florida Scrub-jay

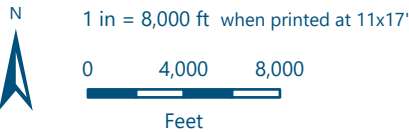
Bonneted Bat Critical Habitat

Preferred Alternative (1037.25 acres)

Pond

Alignment

Black Rail and Indigo Snake do not have consultation areas designated.



Reference: Project limits are approximate. The property boundaries depicted on this map have not been surveyed and are for prospect assessment purposes only. This information is not to be used as final legal boundaries.

Data Source: USFWS Consultation Areas

Spatial Reference:

NAD 1983 UTM Zone 17N

Date: 6/27/2025

Project Number: 111629

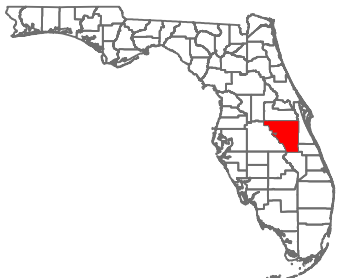




Figure 4
Consultation Areas

SR-60: from Prairie Lake Road
to Florida's Turnpike
Osceola County, Florida
8/24/11 to 2/7/2014

USFWS Consultation Area

Red-shaded Woodpecker

Area That Cover Entire Project Limits:

Caribbean Woodpecker

Everglades Snail Kite

Florida Bonneted Jay

Florida Grasshopper Sparrow

Florida Scrub-jay

Bonneted Jay Critical Habitat

Preferred Alternative (1037.25 acres)

Pond

Alignment

Black Rail and Indigo Snake do not have
consultation areas designated.



Disclaimer: Project limits are approximate. The
project boundaries are depicted on this map and are not
guaranteed and are for planning purposes only. Final
project boundaries will be used as the final boundaries.

Data Source: USFWS Consultation Areas

Scale: 1:50,000

Date: 6/27/2013

Project Number: 10000





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Figure 5-4
Black Rail Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
21.085844 27.752844

Legend

SR 60 Project Extent

Black Rail Habitat Suitability (>1 Hectare)

Potential Black Rail Habitat Suitability

Unsuitable (18.2 acres)

Preferred Alternative (1,037.25 acres)

Pond

Alignment



Disclaimer: Project limits are approximate. The property boundaries depicted on this map are not guaranteed and are for informational purposes only. Florida's Turnpike is not to be used as a boundary line.

Data Sources: Land Use (RUS, SRS, SRS, and Geographic Information System)

Scale: 1:50,000

Date: 9/1/2015

Project Number: 11617





Figure 5-5
Black Rail Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
21.056°N 27.746°W

Large red

SR60 project content

Maple Ridge Habitat: Sustainability (& Heritage)

Portrait of Black, Red Hairy Subject

Unstable (12.8 acres)

Preferred Alternative (1037.5 acres)

Pand

☐ Alignment



Disclaimer: Project 462 is a preliminary, first property boundary map depicted on this map is not to be used as a legal document. The map is provided as a courtesy only. This information is not to be used as a legal document.

Online Science and Library (OLCS) Site Survey and
Description: Submit to position

Spot in Folioverton:

NAME: _____
DATE: _____

Printed on: 11/11/2014 11:11:11 AM





Figure 5-6
Black Rail Habitat Evaluation

SR-60: from Prairie Lake Road to
Florida's Turnpike
Osceola County, Florida
21.0264N 27.7346W

Legend

SR-60 Project Extent

Black Rail Habitat Suitability (<1 Hectare)

Potential Black Rail Habitat Suitability

Unsuitable (18.2 acres)

Preferred Alternative (1037.25 acres)

Pond

Alignment



Disclaimer: Project limits are approximate. The property boundaries depicted on this map are not guaranteed and are for informational purposes only. Florida's Turnpike is not to be used as a boundary.

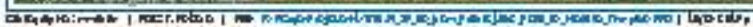
Data Sources: Land Use (RUS, SRS, and USGS) and USGS (SRS and USGS)

Scale: 1:50,000

Date: 9/1/2015

Project Number: 11617





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Figure 5-8
Black Rail Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
20263544 27.719744

Legend

SR-60 Project Extent

Black Rail Habitat Suitability (>1 Hectare)

Potential Black Rail Habitat Suitability

Unsuitable (18.2 acres)

Preferred Alternative (1037.25 acres)

Pond

Alignment



Disclaimer: Project limits are approximate. The project boundaries are depicted on this map for informational purposes only and are not intended to be used as a legal boundary. The project boundaries are not intended to be used as a legal boundary.

Data Sources: Land Use (RUCS, State Hwy, and County Soil Data)

Scale: 1:50,000

Date: 9/1/2015

Project Number: 10627





Figure 5-10
Black Rail Habitat Evaluation
 SR-60: from Paririe Lake Road to
 Florida's Turnpike
 Osceola County, Florida
 2020624v 27.102024

- Legend**
- SR-60 Project Extent
 - Preferred Alternative (1,037.25 acres)
 - Pond
 - Alignment



Disclaimer: Project limits are approximate. The property boundaries depicted on this map are not guaranteed and are for informational purposes only. Florida's Turnpike is not to be used as a boundary line.
 Data Sources: Land Use (RUCS), State Survey, and Geographic Information System
 Spatial Reference: NAD 1983 UTM Zone 17N
 Date: 9/1/2024
 Project Number: 10007





Figure 6-5
Caracara Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
21.056°N 27.746°W

Legend

- Caracara Observations (2014)
- Pond
- Alignment
- Potential Caracara Habitat (32.20 acres)



Disclaimer: Project 6-10 is a preliminary. The property boundaries depicted on this map are not intended to be used for legal purposes and are for informational purposes only. The information is not to be used as a legal boundary.

Data Sources: Land Use (RUCS, State Survey, and Google Earth) and Topography (USGS).

Scale: 1:10,000





Date: 6/17/2015

Project Number: 6-10





Legend

-  Caracara Observations (2014)
-  Pond
-  Alignment
-  Potential Caracara Habitat (32.0 acres)


 1 in. = 1,000 ft OVERPAVED SECTION
 0 500 1,000
 Feet

[illegible]

For a Sample Load List: RLL OCS, See Sample Load List
 For a Sample Load List: RLL OCS, See Sample Load List

Spatial Follow-up:

НЭД ТЭГ УГМ ЗОНД ҮН

DATA FILE

Bojard, H.A.-Jr.; TWA-79





Figure 6-7
Caracara Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
2009 Survey 27.7252N

Legend

- Caracara Observations (2014)
- Pond
- Alignment
- Potential Caracara Habitat (32.2.0 acres)



Disclaimer: Project 6-10 is a preliminary. The property boundaries depicted on this map are not guaranteed and are for planning purposes only. Final information should be used as the final boundaries.

Data Sources: Land Use (RUCS), State Survey, and Geographic Information System

Scale: 1:50,000

Date: 6/17/2015

Project Number: 6-10



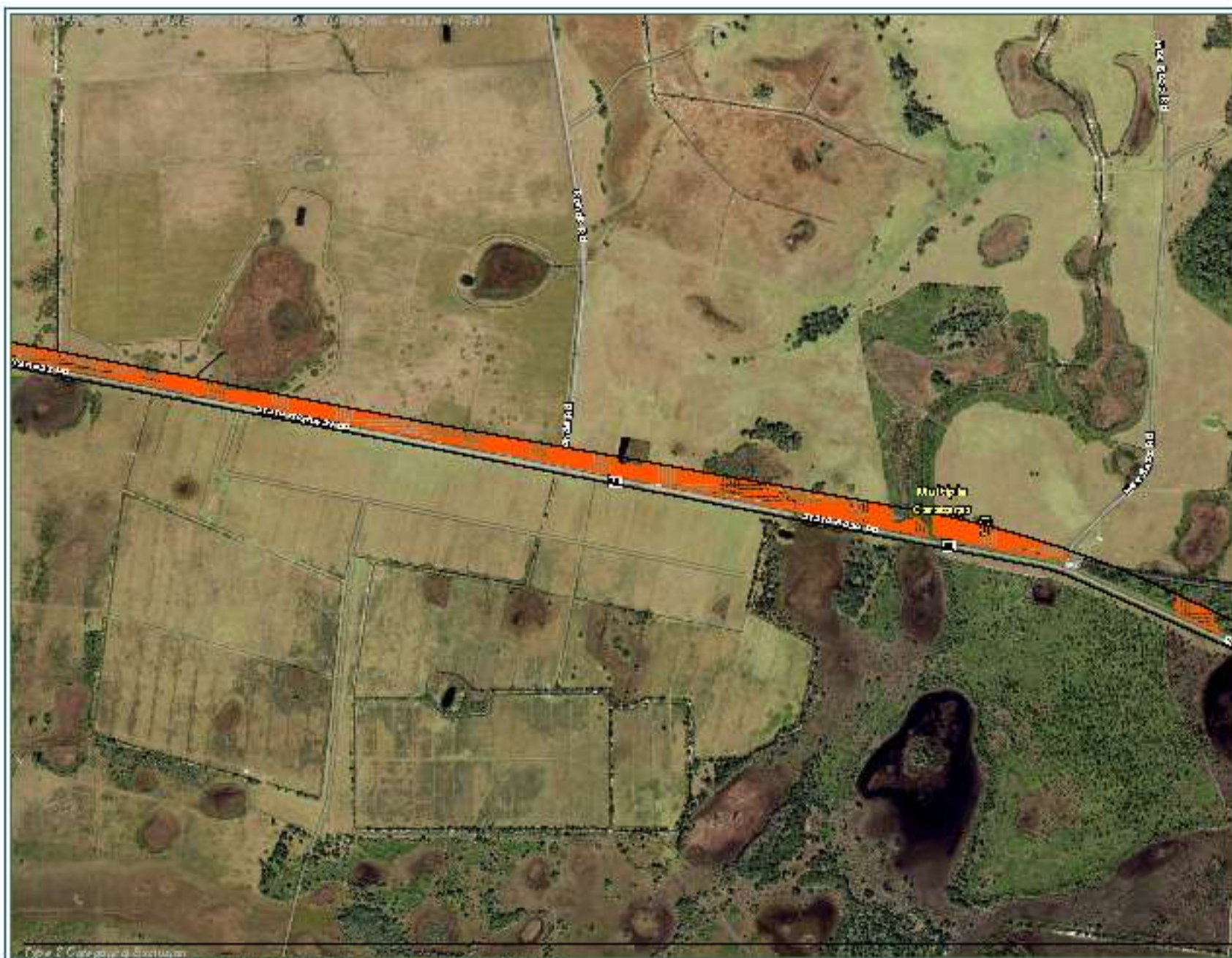


Figure 6-8
Caracara Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
2026.35W 27.7197N

Legend

- Caracara Observations (2025)
- Pond
- Alignment
- Potential Caracara Habitat (322.0 acres)



Disclaimer: Project 6-10 is a preliminary. The property boundaries depicted on this map are not intended to be used as a legal boundary and are for informational purposes only. The information is not to be used as a legal boundary.

Data Sources: Land Use (RUCS, State Hwy, and Geographic Data) (2025)

Scale: 1:1000

Date: 6/27/2025

Project Number: 6-10





Figure 6-9
Caracara Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
2023.06.04 27.7109N

Legend

-  Caracara Observations (2025)
-  Pond
-  Alignment
-  Potential Caracara Habitat (322.0 acres)



Disclaimer: Project limits are approximate. The property boundaries depicted on this map are not intended to be used as a legal boundary and are for informational purposes only. The information is not to be used as a legal boundary.

Data Sources: Land Use (RUCS), State Survey, and Google Earth Satellite

Scale: 1:50,000

Date: 6/27/2023

Project Number: 116479







Figure 7-2
Bonneted Bat Habitat
Evaluation
 SR-60: from Paririe Lake Road to
 Florida's Turnpike
 Osceola County, Florida
 21.1433W 27.7861N

- Legend**
- Potential Bonneted Bat Habitat
 - Potential Roosting Sites
 - ▨ Suitable Land and Vegetation Cover (113.4 acres)
 - Preferred Alternative (1037.25 acres)
 - Pond
 - ▭ Alignment



Disclaimer: Project 6-10 is a conceptual study. The property boundaries depicted on this map are not guaranteed to be accurate and are for informational purposes only. The information shown is not to be used as a legal boundary line.
Data Sources: Land Use (RUC), Soil Survey, and Geographic Information System
Scale: 1 inch = 1,000 feet
Date: 6/17/2025
Project Number: 6-10





Figure 7-5
Bonneted Bat Habitat
Evaluation
 SR-60: from Paririe Lake Road to
 Florida's Turnpike
 Osceola County, Florida
 21.056°N 27.746°W

- Legend**
- Potential Bonneted Bat Habitat
 - Potential Roosting Sites
 - Suitable Land and Vegetation Cover (113.4 acres)
 - Preferred Alternative (1037.25 acres)
 - Pond
 - Alignment



Disclaimer: Project 60 is a proposed project. The property boundaries depicted on this map are not guaranteed and are for informational purposes only. The information is not to be used as a legal boundary.
 Data Sources: Land Use (RUC), Soil Survey, and Geographic Information System
 Spatial Reference:
 NAD 1983 UTM Zone 17N
 Datum: GRS80
 Project Number: 176679








Figure 7-6
Bonneted Bat Habitat
Evaluation

S.R.-60: from Prairie Lake Road to
Florida's Turnpike
Osceola County, Florida
21.026644 N, 77.734644 W

Legend

Potentially Banned Drug Habit

-  Potential Roosting Sites
 Suitable Land and Vegetation Cover (113.4 acres)
 Preferred Alternative (1037.25 acres)
 Pond
 Alignment



Ballastwater: Picked up by a ship's ballast tank. That water is pumped out into the ocean and it can contain a variety of organisms. Pumped a short way from shore, the ballast water is not to be used as ballast water.

Online Science and Lib. Ref. CCS, 530 Science and
 Economics: 530 Lib. Ref. Lib.

Spotlight Follow-up:
H5D Y23 U7m Zone 2 H

DATA FILES

Bojard, H.A.-2001: 776-79





Figure 7-7
Bonneted Bat Habitat
Evaluation
 SR-60: from Paririe Lake Road to
 Florida's Turnpike
 Osceola County, Florida
 2009 Survey 27.7250N

- Legend**
- Potential Bonneted Bat Habitat
- Potential Roosting Sites
 - Suitable Land and Vegetation Cover (113.4 acres)
 - Pond
 - Alignment
- Preferred Alternative (1037.25 acres)



Disclaimer: Project limits are approximate. The project boundaries are depicted on this map for informational purposes only and are not intended to be used as a legal boundary. The project boundaries are not intended to be used as a legal boundary. The project boundaries are not intended to be used as a legal boundary.

Scale: 1 inch = 1,000 feet

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Scale: 1 inch = 1,000 feet





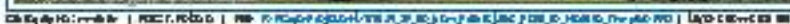
Figure 7-8
Bonneted Bat Habitat
Evaluation
 SR-60: from Paririe Lake Road to
 Florida's Turnpike
 Osceola County, Florida
 2026.35W 27.7197N

- Legend**
- Potential Bonneted Bat Habitat
 - Potential Roosting Sites
 - Suitable Land and Vegetation Cover (113.4 acres)
 - Preferred Alternative (1037.25 acres)
 - Pond
 - Alignment



Disclaimer: Project 660 is a conceptual plan. The property boundaries depicted on this map are not guaranteed and are for informational purposes only. Florida's Turnpike is not to be used as a boundary line.
Data Sources: Land Use (RUC, SRS, SRS, and Geographic Information System)
Scale: 1:100,000
Date: 6/27/2025
Project Number: 66029





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Figure 7-10
Bonneted Bat Habitat
Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
20006349 27.00734

Legend

Potentially Disruptive Drug Habit Use

-  Suitable Land and Vegetation Cover (113,4 acres)

Preferred Alternative (1037.25 acres)

-  Pad
 Alignment



Delaware Project—In its 10th year, the program, because it is designed for high school students, has a high level of participation and a high percentage of students are going on to college. This is the first time in its 10th year that it has used a low-income household.

Public Storage, Inc. and its wholly owned subsidiaries, including Public Storage of America, Inc. and Public Storage of Canada, Inc.

Spatial Follow-up:
4.40, 4.42, 4.44, 4.46, 4.48, 4.50

1911 6/2/11

Boyd Machine, Inc.

EXPERIMENTAL





Figure 8-1
Scrub-Jay Habitat Evaluation

SR-60: from Prairie Lake Road to
Florida's Turnpike
Osceola County, Florida
21.17234N 27.79234W

Legend

- Potential Scrub-Jay Habitat - Type 2
(9.5 acres)
- Preferred Alternative (1037.25 acres)
- Pond
- Alignment

No Type 1 Scrub-Jay habitat was observed
and Type 3 (Unsuitable) habitat is not
depicted on the map.



Disclaimer: Project 6610 is a preliminary. The
project boundaries depicted on this map are not
guaranteed and are for informational purposes only.
Florida Department of Transportation is not liable for
any errors or omissions.
Data Sources: Land Use (RUS, SRS, and
Geographic Information System)
Scale: 1:50,000
Date: 6/17/2025
Project Number: 6610





Figure 8-2
Scrub-Jay Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
21.143344 27.786174

Legend

- Potential Scrub-Jay Habitat - Type 2
(9.5 acres)
- Preferred Alternative (1037.25 acres)
- Pond
- Alignment

No Type 1 Scrub-Jay habitat was observed
and Type 3 (Unsuitable) habitat is not
depicted on the map.



Disclaimer: Project 6-10 is a conceptual. The
project boundaries depicted on this map are not
guaranteed and are for planning purposes only.
Final design and construction will be used as
the final boundaries.

Data Sources: Level One (RUCS, Site Survey, and
Geographic Information System)

Scale: 1:50,000

Date: 6/17/2025

Project Number: 6-10





Figure 8-3
Scrub-Jay Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
21.1148N 27.725W

Legend

Potential Scrub-Jay Habitat - Type 2
(9.5 acres)

Preferred Alternative (1037.25 acres)

Pond

Alignment

No Type 1 Scrub-Jay habitat was observed
and Type 3 (Unsuitable) habitat is not
depicted on the map.



Disclaimer: Project limits are approximate. The
project boundaries are depicted on this map for informational
purposes only and are not intended to be used as
evidence of ownership or liability. The project boundaries are
subject to change.

Scale: 1:50,000
Data Source: Aerial Imagery, USGS, and
Google Earth

Scale: 1:50,000

Date: 6/27/2025

Project Number: 11627



Figure 8-5
Scrub-Jay Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
21.056°N 81.746°W

Legend

-  Potential Scrub-Jay Habitat - Type 2
(9.5 acres)
-  Preferred Alternative (1,037.25 acres)
-  Pond
-  Alignment

No Type 1 Scrub-Jay habitat was observed
and Type 3 (Unsuitable) habitat is not
depicted on the map.



Disclaimer: Project 662 is a conceptual plan. The property boundaries depicted on this map are not intended to be used for legal purposes and are for informational purposes only. The information shown is not to be used as a legal boundary.

Data Sources: Land Use (RUS, SRS, and
Geographic Information System)

Scale: 1:50,000

Date: 6/27/2025

Project Number: 662





Figure 8-7
Scrub-Jay Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
2009 Survey 27.7252N

Legend

- Potential Scrub-Jay Habitat - Type 2
(9.5 acres)
- Preferred Alternative (1037.25 acres)
- Pond
- Alignment

No Type 1 Scrub-Jay habitat was observed
and Type 3 (Unsuitable) habitat is not
depicted on the map.



Disclaimer: Project 6-10 is a conceptual plan. The
project boundaries are depicted on this map for informational
purposes only and are not intended to be used as a basis for
any legal action. The project boundaries are not intended to be used as a
basis for any legal action.

Project Location:
SR-60 from Paririe Lake Road to Florida's Turnpike
Osceola County, Florida

Project Location:
SR-60 from Paririe Lake Road to Florida's Turnpike
Osceola County, Florida

Project Location:
SR-60 from Paririe Lake Road to Florida's Turnpike
Osceola County, Florida

Project Location:
SR-60 from Paririe Lake Road to Florida's Turnpike
Osceola County, Florida



Figure 8-8
Scrub-Jay Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
20263544 27.719744

Legend

Potential Scrub-Jay Habitat - Type 2
(9.5 acres)

Preferred Alternative (1037.25 acres)

Pond

Alignment

No Type 1 Scrub-Jay habitat was observed
and Type 3 (Unsuitable) habitat is not
depicted on the map.



Disclaimer: Project 6-10 is a conceptual plan. The
project boundaries are depicted on this map for informational
purposes only and are not intended to be used as
a legal boundary.

Data Sources: Land Use (RUCS, SRS, and
Geographic Information System)

Scale: 1:50,000

Date: 6/17/2025

Project Number: 6-10





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Figure 9-1
Snail Kite Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
21.17234N 27.79234W

Legend

Preferred Alternative (1,037.25 acres)

Pond

Alignment

Potential Snail Kite Habitat (32.2 acres)



Disclaimer: Project limits are approximate. The project boundaries are depicted on this map for informational purposes only and are not intended to be used as a legal boundary. The project boundaries are not intended to be used as a legal boundary.

Scale: 1 inch = 1,000 feet. The map is not intended to be used as a legal boundary.

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Scale: 1 inch = 1,000 feet. The map is not intended to be used as a legal boundary.





Figure 9-2
Snail Kite Habitat Evaluation

SR-60: from Prairie Lake Road to
Florida's Turnpike
Osceola County, Florida
21.14 33°49' 27.786174

Legend

Preferred Alternative (1037.25 acres)

Pand

Alignment

Porter ve Laj Sınıflı Kilitte Hayatı (32.2
Açık)



End in order: Project 1 was the first of the three. The project 1, because it was completed first and had all the basic data and was the first project of a series of projects. The project 1 was the first of the three. It was the first of the three.

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Spatial Follow-up:

НЭД ТЭЛ УГМ ЗОНДЪН

Index 6/7/8/9

Bojard, M. A. (1985). *TTG-17*





Figure 9-3
Snail Kite Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
21.114844 27.772544

Legend

Preferred Alternative (1037.25 acres)

Pond

Alignment

Potential Snail Kite Habitat (32.2 acres)



Disclaimer: Project 6-10 is a conceptual plan. The property boundaries are depicted on this map for informational purposes only and are not intended to be used as a legal boundary. The project is subject to change without notice. The project is subject to change without notice. The project is subject to change without notice.

Scale: 1 inch = 1,000 feet
Date: 6/27/2025
Project Number: 6-10





Figure 9-4
Snail Kite Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
21.085844 27.752844

Legend

Preferred Alternative (1,037.25 acres)

Pond

Alignment

Potential Snail Kite Habitat (32.2 acres)



Disclaimer: Project 66-20 is a conceptual plan. The property boundaries depicted on this map are not intended to be used for legal purposes and are for informational purposes only. Florida's Turnpike is not intended to be used as a boundary line.

Data Sources: Land Use (RUS, CDP, SRS, SRS, and Geographic Information System)

Scale: 1:50,000

Date: 6/27/2025

Project Number: 66-20





Figure 9-5
Snail Kite Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
81.056 mi W 27.746 mi

Legend

Preferred Alternative (1037.25 acres)

Pand

Alignment

**Portretleri Sıralı Kitap Hayatı: (32.2
güneş)**



Disclaimer: Project 616 is a hypothetical. The company, because it depicted the individual not known, and as the project is a commercial project, the information is not to be used as a source of information.

For a complete list of books, RILDOC, 530 Kensington Road, Toronto, M5T 1A5, Canada.

Special Follow-up:

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 4444 5555 6666 7777

Point Number: 77652





Figure 9-8
Snail Kite Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
2006-2007 27.71974

Legend

Preferred Alternative (1037.25 acres)

Pand

Alignment

Porter ve Laj Sınıflı Kilitte Hayatı (32.2
Açık)



Did you know? Pigeons live in all 50 states and in all 50 countries. They are found in all 50 states and in all 50 countries. They are found in all 50 states and in all 50 countries.

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Communications | Solid Foundation**

Special Publication
H-50-1983-114a, 2 pages, 2 x 4"

DATE 6/7/05

Bojard, M. A. (1987). *TT617*





Figure 9-10
Snail Kite Habitat Evaluation

SR-60: from Paririe Lake Road to
Florida's Turnpike
Osceola County, Florida
20206244 27.70034

Legend

Preferred Alternative (1037.25 acres)

Pond

Alignment

Potential Snail Kite Habitat (32.2 acres)



Disclaimer: Project 6610 is a conceptual plan. The property boundaries depicted on this map are not intended to be used for legal purposes and are not intended to be used as a basis for any legal action. The project boundaries are for informational purposes only.

Project Location: SR-60, SR-60, SR-60, and SR-60

Project Location: SR-60, SR-60, SR-60, and SR-60

Project Location: SR-60, SR-60, SR-60, and SR-60

Project Location: SR-60, SR-60, SR-60, and SR-60

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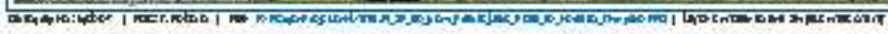
Project Location: SR-60, SR-60, SR-60, and SR-60



FDOT



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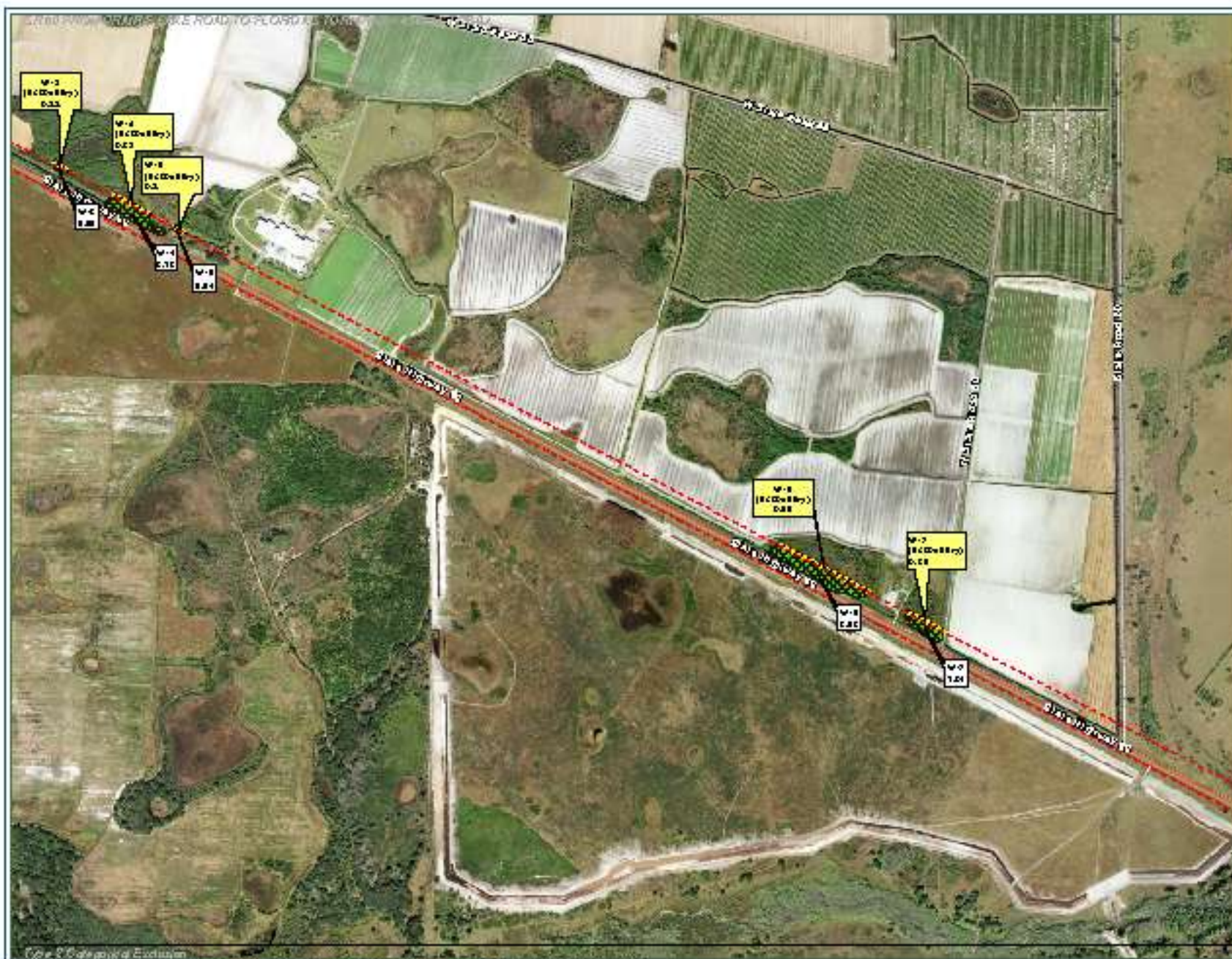


Figure 10-2
Wetland Impact Map

SR 60: from Paririe Lake Road to Florida's Turnpike
Osceola County, Florida
21.143349 27.726174

SR 60 Preferred Alternative Project Area

Mapin

Wetland/Surface Water Impacts

Surface Water Impacts (0.14 Acres)

Wetland Impacts (52.08 Acres)

Secondary Wetland Impacts

1 in = 1,000 ft

0 500 1,000 Feet

Reliability: Project limits are approximate. The property boundaries are depicted on the background map and are not intended to be used as a legal boundary. The project limits are not to be used as a legal boundary.

Data Source: Statewide Land Use (RUC) by the State of Florida

Map Date: 11/14/2013

Project Number: 111617

FDOT



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Figure 10-4
Wetland Impact
Map

SR-60: from Prairie Lake Road
to Florida's Turnpike
Osceola County, Florida
21.055W to 27.755W

- SR 60 Preferred Alternative Project Area
- Right of Way
- Wetland/Surface Water Impacts
- Surface Water Impacts (0.14 Acres)
- Wetland Impacts (52.08 Acres)
- Secondary Wetland Impacts



Disclaimer: Project limits are approximate. The property boundaries are depicted on the basis of aerial photography and are not intended to be used as a legal description. The information is not to be used as a legal description.

Data Sources: Statewide Land Use (RUCS) and Statewide Wetlands (SWW).

Map Date: 11/10/2011

Project Location: 21.055W to 27.755W



Figure 10-5
Wetland Impact
Map

SR-60: from Prairie Lake Road
to Florida's Turnpike
Osceola County, Florida
21.056°N 27.746°W

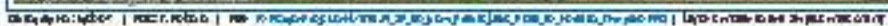
- SR 60 Preferred Alternative Project Area
- Right of Way
- Wetland/Surface Water Impacts
 - Surface Water Impacts (0.14 Acres)
 - Wetland Impacts (52.08 Acres)
 - Secondary Wetland Impacts



Reliability: Project limits and impacts shown. The property boundaries are depicted on the left and right side of the map and are not intended to be used as a legal boundary. The project limits and impacts are shown on the right side of the map. The project limits and impacts are shown on the right side of the map.

Scale: 1 inch = 1,000 feet
 Date: 6/23/2023
 Project: SR 60





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Figure 10-7
Wetland Impact
Map

SR 60: from Paririe Lake Road
to Florida's Turnpike
Osceola County, Florida
2009 Survey 27.7258N

- SR 60 Preferred Alternative Project
Alignment
- Right-of-Way
- Wetland/Surface Water Impacts
- Surface Water Impacts (0.14 Acres)
- Wetland Impacts (52.08 Acres)
- Secondary Wetland Impacts



Reliability: Project limits and proposed wetland boundaries are depicted on this map and are not intended to be used as a legal document. The project limits and proposed wetland boundaries are not to be used as a legal document.

Scale: 1 inch = 1,000 feet (1:100,000)

Source: Florida Department of Transportation (FDOT)

Map Date: 06/20/2009

Project Number: 10000000



Figure 10-8
Wetland Impact
Map

SR-60: from Prairie Lake Road
to Florida's Turnpike
Osceola County, Florida
2016.35W 27.7197N

- SR 60 Preferred Alternative Project Area
- Right of Way
- Wetland/Surface Water Impacts
 - Surface Water Impacts (0.14 Acres)
 - Wetland Impacts (52.08 Acres)
 - Secondary Wetland Impacts



Reliability: Project limits are depicted on this map. The project limits are depicted on this map and are not intended to be used as a basis for any other purpose. The project limits are not to be used as a basis for any other purpose.

Delta Scale: The Delta Scale is used to determine the project limits. The Delta Scale is used to determine the project limits.

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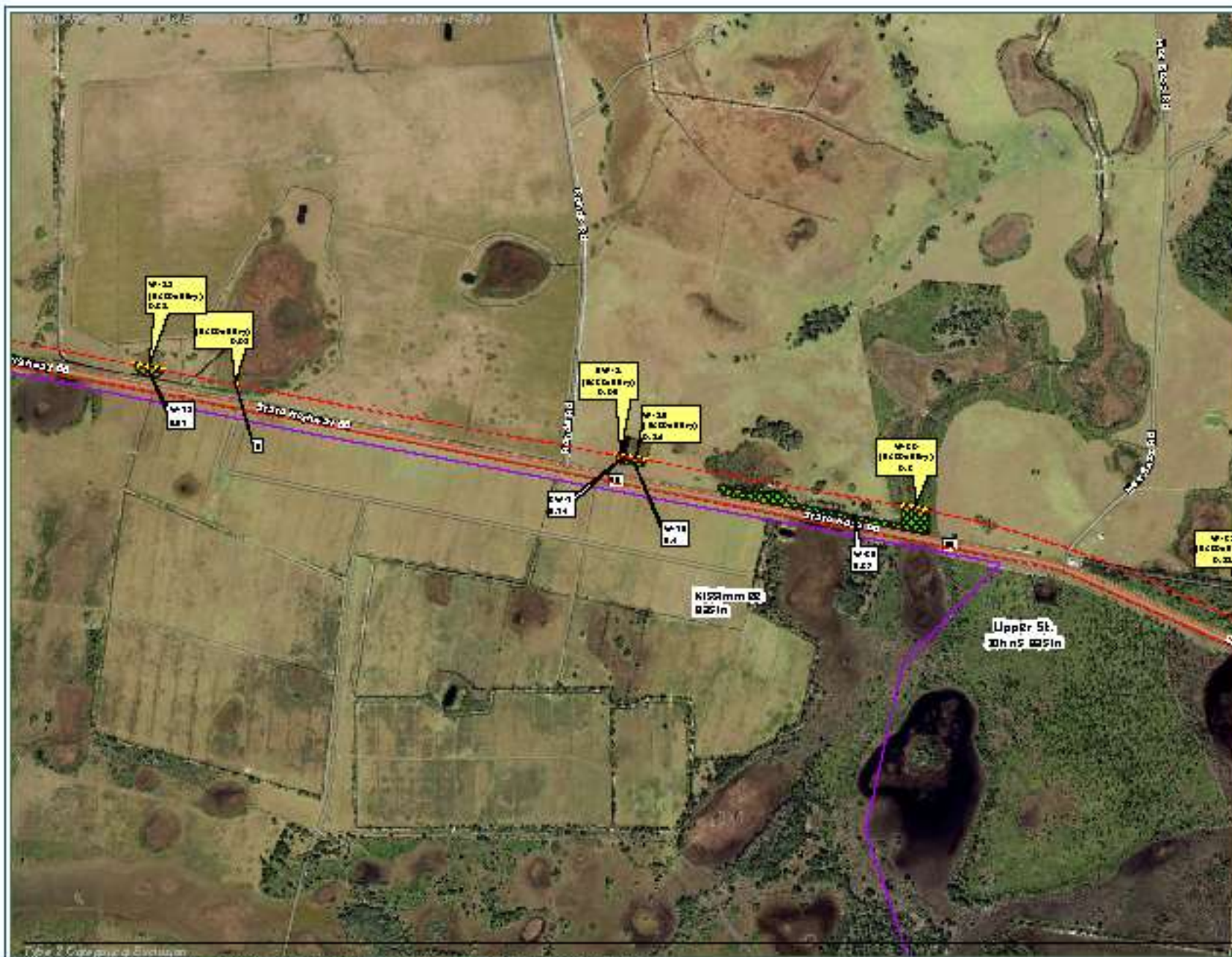




Figure 10-9
Wetland Impact
Map

SR 60: from Paririe Lake Road
to Florida's Turnpike
Osceola County, Florida
2023.06.27.10:00 AM

- SR 60 Preferred Alternative Project Area
- Right of Way
- Wetland/Surface Water Impacts
- Surface Water Impacts (0.14 Acres)
- Wetland Impacts (52.08 Acres)
- Secondary Wetland Impacts



Reliability: Project limits are approximate. The property boundaries depicted on this map are not intended to be used as a legal description of land. The information is not to be used as a legal description of land.

Scale: 1 inch = 1,000 feet

Source: Aerial Imagery, USGS, and other sources.

Scale: 1 inch = 1,000 feet

Date: 6/27/2023

Project: SR 60



Physical Resources Appendix

Contents:

Potential Contamination Site Map

DRAFT

