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DEED OF AGRICULTURAL EASEMENT

THIS DEED OF AGRICULTURAL EASEMENT (this "Easement" or "Conservation Easement") is made this ; (day of 2024, by **BECKER B-14 GROVE, LTD.**, a Florida limited partnership the address of which is 1701 U.S. Highway A1A, Suite 204, Vero Beach, Florida, 32963 ("Grantor"), in favor of **CONSERVATION FLORIDA, INC.**, a Florida not for profit corporation the address of which is 37 N. Orange Ave., Suite 323, Orlando, Florida 32801, ("Grantee"), and **MARTIN COUNTY, FLORIDA**, a political subdivision of the State of Florida the address of which is 2401 SE Monterey Road, Stuart, Florida 34996 ("Grantee").

The Grantor and the Grantees are sometimes referred to in this Easement individually as the "Party" or collectively as the "Parties."

DEFINITIONS

For purposes of this Easement, the following terms, when capitalized, shall have the

meaning given to them below. Additional definitions are sometimes expressly provided in the body of this Easement. When a term used in this Easement is not expressly defined herein it shall be defined according to the Land Development Regulations, Martin County Code, in effect at that time, or if not defined in said Code, according to the law governing the interpretation of contracts as applicable in the State of Florida.

- **Act:** Florida Statutes §704.06 authorizing and providing for conservation easements in Florida, pursuant to the authority granted thereby this Easement is conveyed to and accepted by the Grantees.

- **Agriculture/ Agricultural:** Those uses listed in Table 3.11.1, Land Development Regulations, of the Current Martin County Code under the "Use Category" "Agricultural Uses", subject to the definitions applicable to such uses Currently found in Section 3.3 "Glossary" of said Land Development Regulations.

- **Baseline:** The Baseline Documentation, described in Paragraph 5 below, a copy of which is attached hereto and made a part hereof as Exhibit B.

- **Building:** Any structure having a roof supported by columns or walls, including domes.

- **Code and Regulations:** The Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, respectively, including the comparable provisions of any subsequent revision of the Code and/or Regulations.
 - **Commercial:** Making, or intending to make, a profit.
 - **Current or Existing:** Current or Existing as of the Effective Date.
 - **Day or days:** Calendar Days, not business days.

- **Effective Date:** The date and time that this Easement is first recorded in the Office of the Clerk of the Circuit Court of Martin County, Florida.

- **Emergency:** Shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes (defined in Paragraph 1 of the Easement Terms below) or which require the protection of human life in imminent danger or other such exigent circumstances of grave consequence.

- **Farmer's market:** An establishment providing for the retail sale of agricultural

products, primarily involving the sale of fresh produce, such as fruits, vegetables, nursery, and landscaping, but also including such products and services that are customarily provided in rural or agricultural areas.

- **Grantee(s):** Conservation Florida, Inc., and Martin County, and their successors and assigns in title to this Easement.

- **Grantor:** Becker B-14 Grove LTD., the Grantor's invitees, and the Grantor's successors in title to the Property, any portion thereof, or interest therein, including tenants, lessees, and licensees of the Property, any portion thereof, or interest therein.

- **Improvements:** Man-made additions to the Property and/ or man-made changes in topography, *excluding* Structures, Roads and Utilities, as defined herein, but *including* berms, ditches, ponds, fountains, pools (including swimming pools), tennis courts, fencing, pipes, pipelines, irrigation facilities, culverts, mailboxes, gates, gate posts, signs, decks, riding rings, hunting stands and blinds, and patios. Changes in topography resulting from normal Agricultural activities, such as plowing, mowing, planting hay or crops, and trees and other vegetation, shall not be deemed "Improvements."

- **Indemnified Parties:** The Grantees' officers, employees, board members, partners, members, shareholders, beneficiaries, trustees, heirs, successors, and assigns, as the case may be.

- **New:** Occurring after the Effective Date.

- **Overgrazing:** Grazing resulting in denuding the land of vegetation, or grazing resulting in undesirable changes in plant communities that lead to decreased productivity, and decreased pasturage values.

- **Paragraph:** The referenced Paragraph or subparagraph, and any and all of the subparagraphs of a Paragraph, if any, unless otherwise specifically stated.

- **Prescribed Burn:** The controlled application of fire by qualified persons under appropriate weather conditions to maintain or restore the health of ecosystems that depend upon fire.

- **Property:** The real property subject to this Easement, a legal description of which is contained in Exhibit A. Even though the Property consists of more than one parcel for governmental purposes of zoning or taxation or may have been acquired as more than one parcel; for all purposes of this Easement the Property shall be considered one **(1)** parcel.

- **Planned Unit Development (PUD) Agreement:** The Discovery Planned Unit Development Zoning Agreement dated September 18, 2023 and recorded at Book 3402, Page 443 of the Official Records of Martin County, including any subsequent amendments thereto.

- **Sound Agricultural Practices:** Agricultural practices as defined and described in the current “Best Management Practices” publications of the Florida Department of Agriculture and Consumer Services, to the extent such publications exist and the outlined practices are applicable to the agricultural, nursery, landscaping, and silviculture activities on the Property. To the extent that such publications do not exist and the outlined procedures are not applicable, the term “Sound Agricultural Practices” shall mean those practices necessary for nursery and landscaping production, preparation, and marketing of nursery and landscaping products, provided such practices are legal, necessary, and do not cause bodily harm or property damage off the Property, are consistent with this Conservation Easement.

- **Structure:** Any material or combination of materials erected or otherwise installed on a lot, whether installed on, above, or below the surface of land or water.

- **Utility:** A facility for the provision of infrastructure services including wells, irrigation pipes and ditches, water storage tanks; septic systems; electricity, internet, television, and telephone transmission lines, cell towers currently existing on the Property; radio towers; antennas for the transmission and reception of electro-magnetic energy; equipment used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass, provided that such renewable energy sources are designed and used solely to serve other uses Reserved on the Property.

RECITALS

WHEREAS, the Grantor is the owner in fee simple of the Property, and desires to grant to the Grantees, for the public purposes identified herein, this Easement over the Property; and

WHEREAS, Grantee Conservation Florida, Inc. is an organization authorized under the provisions of §704.06, Florida Statutes to hold conservation easements, and is an “eligible 4one” and a “qualified organization” under § 170(h)(3) of the Code; and is willing, as acknowledged by the signature of its Chief Executive Officer below, to accept this Easement over the Property; and

WHEREAS, Grantee Martin County is a political subdivision of the State of Florida, and after approval of the Board of County Commissioners will, as acknowledged by the

signature of its Chairman below, accept this Easement over the Property; and

WHEREAS, Martin County has approved a PUD Agreement which applies to certain other real property, and a permanent agricultural easement on the Property is a special condition of the PUD; and

WHEREAS, among the Special Conditions in Exhibit F of the PUD Agreement is condition number 16.C., which provides:

The Discovery PUD provides protection and management of natural lands in perpetuity over and above minimum wetland and upland preserve area and open space requirements and provides the perpetual management and/or maintenance of off-site lands encumbered by an agricultural or conservation easement including a funding mechanism for the required management and/or maintenance. Within sixty (60) days of approval of this PUD Agreement, OWNER shall place the Becker Tree Farm Parcel (800 acres+/-), further described in Exhibit G, attached hereto, into a permanent agricultural easement, benefitting the COUNTY, and restricting the future use of the Becker Tree Farm Parcel to agricultural purposes only and prohibiting any development of the Becker Tree Farm Parcel. However, the agricultural easement shall not prohibit the conveyance of the Becker Tree Farm Parcel to other entities or persons that use it for bonafide agricultural purposes. Within sixty (60) days of approval of Phase 2A, the permanent agricultural easement shall be amended to include a 501(c)(3) organization as a benefitted party to the easement; and

WHEREAS, this Easement is granted in satisfaction of said condition; and

WHEREAS, Martin County has agreed that Conservation Florida, Inc. (co-Grantee) is a “qualified third party” for purposes of compliance with the requirements of the PUD Agreement; and

WHEREAS, Martin County will serve as a co-Grantee of this Easement to ensure the perpetual enforcement of the provisions of this Easement as required to comply with the provisions of the PUD Agreement; and

WHEREAS, the Property consists of approximately 846.41 acres of land in active agricultural use containing structures and improvements as described in Exhibit B; and

WHEREAS, the Property consists of a landscaping business and tree farm. The Property sits less than two (2) miles northwest of the Loxahatchee River. The Property falls within a Priority 2 section of the Florida Wildlife Corridor according to data from the Florida Ecological Greenways Network. These areas are important for large roaming animals like the Florida

panther (*Puma concolor coryi*) and the Florida black bear (*Ursus americanus floridanus*), and are significant hubs and corridors in relation to completing a functionally connected statewide ecological network; and

WHEREAS, the Property is directly adjacent to the Cypress Creek and Loxahatchee River Management Area, and is less than a quarter of a mile from the John C. and Mariana Jones/Hungryland Wildlife 2 and Environmental Area. The Property is also only one mile west of Jonathan Dickinson State Park, which contains rare environments such as coastal sandhills and scrub forests as well as the largest amount of protected scrub-jay habitat in Southeast Florida. Protection of the Property will therefore increase connectivity of conserved lands while providing additional green space for wildlife; and

WHEREAS, several threatened species of wildlife have been documented on the Property including Florida sandhill cranes (*Grus canadensis pratensis*) and little blue heron (*Egretta caerulea*), both State-designated Threatened species, and American alligators (*Alligator mississippiensis*), which are Federally-designated Threatened due to Similarity of Appearance. According to the Florida Natural Areas Inventory Biodiversity Matrix, wood storks (*Mycteria americana*), a Federally-designated Threatened species have also been documented in the vicinity of the Property; and

WHEREAS, the Property possesses agricultural values of importance to the citizens of Martin County, Florida; and

WHEREAS, the conservation values of the Property described in the preceding paragraphs are the “Conservation Values” for purposes of this Easement and are further described in the Baseline attached as Exhibit B hereto; and

WHEREAS, the Grantor intends, as more specifically set forth in this Easement that: the Conservation Values be preserved and maintained in perpetuity; including those relating to farming, nursery, landscaping, or any use allowed in the Agricultural Zoning District in Martin County; and

WHEREAS, the Grantees have examined and carefully considered the public benefits of the permanent protection of the Property by this Easement and have determined that acceptance of this Easement, and the commitment of the resources of the Grantees to the stewardship of this Easement in perpetuity, is in the best interests of the residents of Martin County; and

WHEREAS, the Grantor further intends, as owner of the Property, to convey to the

Grantees the right to preserve and protect the Conservation Values in perpetuity as defined herein; and

WHEREAS, the Grantees agree, by accepting this grant, to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and the generations to come; and

WHEREAS, this Easement irrevocably and unconditionally conveys a real property interest in the Property to the Grantees, and in exchange the Grantees bind themselves to monitor the use of the Property, and to enforce the restrictions on the future use of the Property imposed by this Easement, in perpetuity. The Parties recognize that acceptance of the responsibility to permanently monitor and enforce such restrictions represents a substantial commitment of time and financial resources by the Grantees; and

WHEREAS, neither the Grantees, nor the public, acquire through the conveyance of this Easement any rights to the physical use of the Property; however, the Grantees do acquire the right to prevent the Grantor from using the Property in ways that are inconsistent with the terms of this Easement, and the right to enter the Property for purposes of monitoring and enforcement, as expressly hereinafter provided; and

WHEREAS, the Parties intend that the restrictions on the future use of the Property imposed by this Easement shall run with the land and bind all future owners of the Property, any portion thereof or interest therein, and that this Easement shall be enforceable by the Grantees, in perpetuity.

GRANT OF EASEMENT

In consideration of the Recitals and the mutual agreements contained in this Easement, the Grantor hereby GRANTS and CONVEYS to the Grantees, WITH GENERAL WARRANTY OF TITLE, this Easement subject to the Permitted Exceptions set forth on Exhibit C over and across the Property, pursuant to the Act and the provisions of the PUD Agreement, for the Conservation Purposes, and upon the terms described below. The Grantor does hereby fully warrant the title to this Easement subject to the Exhibit C Permitted Exceptions and will defend the same against the lawful claims of all persons whomsoever. This Easement shall be enforceable by the Grantees in perpetuity and shall bind the Grantor unconditionally and in perpetuity.

The Grantor shall have the sole possession, control, and use of the Property, except for the rights of the Grantees to monitor the Property and to enforce the provisions of this Easement. Furthermore, this Easement does not grant to, or create in, any person, or the

public, any right of access to, or possession of, the Property, except for the rights of the Grantees as provided for in this Easement; nor is it the intent of the Parties to create hereby any form of trust, including a charitable trust.

EASEMENT TERMS

1. Conservation Purposes.

The “Conservation Purposes” of this Easement are (i) to preserve the Conservation Values, and (ii) to restrict the use of the Property to those uses that are consistent with such Values, including the right to the Agricultural use of the Property.

2. Rights Reserved by the Grantor.

The following uses and activities (“uses” and “activities” as used in this Easement shall be interchangeable and shall be deemed to have the same meaning), properly undertaken, are consistent with the Conservation Purposes, and are Reserved by the Grantor, subject to the condition, in each case, that such uses shall be undertaken in a manner that is consistent with the Conservation Purposes.

2.1. Boundary Adjustments. To undertake boundary adjustments of the Property to add land to the Property. However, a boundary adjustment that removes land from the Property, may be only undertaken with prior written consent from the Grantees.

All boundary adjustments, whether adding land to the Property or removing land from the Property, shall be subject to the following provisos: (i) all land subject to this Easement prior to such adjustment shall remain subject to this Easement after the adjustment; (ii) the boundary adjustment may not result in any development that could not occur but for such adjustment; and (iii) the boundary adjustment does not increase the intensity or extent of use of the Property, or any other property, beyond that which could exist without such boundary adjustment.

The Grantor shall notify the Grantees in writing prior to undertaking any boundary adjustment and shall include with the notice a map showing the Existing and proposed New boundary resulting from the adjustment.

2.2. Structures and Farmstead Building Area. To construct, locate, own, use, lease (for use consistent with the provisions of this Easement), maintain, repair, renovate, remove, relocate, replace and reconstruct (collectively for purposes of this Paragraph 2.2, “to use”) Structures and Improvements on the Property, subject to the following provisions:

2.2.1. Use of Existing and New Structures and Improvements. The Baseline describes the Existing Structures and Improvements on the Property. The Grantor reserves the rights to use these Structures and Improvements, and additional Structures and Improvements necessary for the reserved Agricultural uses.

New Structures and Improvements necessary for reserved Agricultural uses shall be located within the “Farmstead Building Areas” containing up to a maximum twenty (20) acres a legal description of which is attached hereto as Exhibit D.

2.2.2. Notice Required. The Grantor shall provide the Grantees with written notice prior to commencement of any exterior work on, or site work for, any Structure on the Property, including the removal of any Structure. This notice shall include a sketch plan of the proposed work, and the area to be disturbed (if any) during the work. No notice shall be required for routine maintenance.

2.2.3. Limitation on Ground Area. The aggregate ground area of all Structures on the Property, including those Existing on the Effective Date and to be built, shall not exceed one percent (1%) of the area of the Property.

2.3. Utilities. To locate, use, maintain, repair, remove, and/ or relocate, Utilities anywhere on the Property provided that (i) such Utilities (including existing cell towers) are currently existing on the Property as identified in the Baseline and Exhibit C; (ii) provided that such Utilities are located within the Exhibit A Property (and are used consistently with the terms of such easements or rights-of-way); (iii) or are necessary to serve Structures, Improvements, or uses Reserved on the Property; and (iv) rights under the cell tower or radio leases set forth in Exhibit C, #9 are reserved.

2.4. Roads, Pathways and Vehicle Trails. To locate, use, maintain, repair, remove, Existing Roads, Existing vehicle trails and Existing pathways in their Current locations as shown in the Baseline, and to locate, use, maintain, repair, remove, and/ or relocate New Roads, New vehicle trails, and New pathways to provide access to Reserved Buildings, for Property maintenance and inspection, and for other Reserved uses.

Areas disturbed for the construction or relocation of Roads, vehicle trails, and/ or pathways, which areas are not to be permanently occupied by a Road, vehicle trail or pathway, shall be restored as provided in Paragraph 2.11. In the event of the relocation of any Road, vehicle trail or pathway, the area originally occupied by such feature shall be restored as provided in Paragraph 2.11.

For purposes of this Paragraph 2.4, the term “Road” shall mean a road having no more than width sufficient to accommodate vehicles used on the Property for Agricultural Purposes that may be paved, or provided with some other all-weather surface; the phrase “vehicle trail” shall mean a one or two-track trail (to consist of dirt, wood chip, or loose gravel surface) not to exceed ten (10) feet in width; the term “pathway” shall mean a grass, dirt, or wood-chip pathway not to exceed eight (8) feet in width for pedestrian use.

2.5. Use of Vehicles. To use motorized vehicles, including ATVs, forklifts, tractors, loaders, trucks, etc., over Reserved roads and Reserved vehicle trails. Off-road use of vehicles shall be limited to uses necessary (1) for fire suppression; (2) for emergency or severe weather winter access when ordinary vehicle access is not available; (3) for normal maintenance; (4) for Reserved Agricultural uses; (5) to establish and maintain vehicle trails and pathways Reserved on the Property.

2.6. Agricultural Activities and Production. To undertake Commercial and non-Commercial Agricultural activities, including nursery and landscaping operations, in accordance with Sound Agricultural Practices. To undertake Commercial and non-Commercial Agricultural Production, including maintaining and operating a Farmer’s Market to sell crops, landscaping, and nursery products from the Property.

2.7. Fences and Other Similar Structures. To repair, replace, maintain, improve or remove Existing fencing, small Structures, corrals or other devices as the Grantor deems necessary to secure the Property, and as required for permitted agricultural uses on the Property. The Grantor may, but shall not be obligated to, repair, replace, maintain, improve or remove any other fence or corral located on the Property as of the Effective Date.

2.8. Pesticide and Fertilizer Use. To use pesticides (including, but not limited to, pesticides, insecticides, fungicides, rodenticides, and herbicides), provided that the Conservation Values will be protected, as necessary for (i) Reserved Agricultural activities; (ii) in limited quantities in strict conformance with the manufacturer’s instructions for ordinary nursery and landscaping purposes; (iii) to control and eradicate Nuisance Exotic Plant Species and Nuisance Exotic and Native Insect Species, as identified in Paragraph 2.9.

The Grantor also reserves the right, as necessary for Agricultural activities, to use fertilizer on the Property. Fertilizer shall be applied in accordance with the product label and according to agricultural best practices recommended by the Florida Department of Agriculture and Consumer Services, as those best management practices may be amended

from time to time.

2.9 Removal of Vegetation and Introduction of Invasive Exotic Plants. Subject to the other provisions of this Paragraph 2.9, the Grantor reserves the right to remove dead trees that pose a threat of injury to people, domestic animals or Reserved Structures or Reserved Improvements. In addition, the Grantor reserves the right to clear vegetation (i) to maintain Existing fields and planting areas as shown in the Baseline for Agricultural use; (ii) for work on Reserved Structures, Reserved Improvements, and Reserved fencing on the Property; (iii) for the installation of Reserved Utilities; (iv) for the construction and maintenance of Reserved Roads, Reserved vehicle trails and Reserved pathways; (v) for fire prevention; (vi) to stop the spread of insect infestation or disease; and (vii) Grantor reserves the right to bring on to the Property and grow and sell nursery and landscaping plants, trees, and bushes that are commonly sold wholesale or retail, but may which might be defined as exotic or non-native.

There shall be no planting or introduction of any non-native species of vegetation, except non-invasive species recommended by the Florida Department of Agriculture and Consumer Services or the University of Florida Institute for Food and Agricultural Sciences (“IFAS”) for agricultural production. The foregoing restrictions shall not apply to the planting and maintenance of plants for commercial nursery purposes, provided that invasive species shall be controlled and limited to that portion of the Property occupied by the nursery.

Except for non-native species that are commonly grown and/or sold wholesale or retail in from the Property as part of a nursery and landscaping business on the Property, the Grantor shall use reasonable efforts to eradicate or control non-native invasive species and shall not, nor allow others to, plant or grow plants: 1) listed by the Florida Exotic Pest Plant Council (Florida E.P.P.C.) as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities); 2) listed in Federal Noxious Weed List (7CFR360, as may be amended); 3) listed in the Prohibited Aquatic Weed List (62C-52 F.A.C.); 4) listed in the State of Florida Noxious Weed List (5B-57 F.A.C.); 5) listed in a successor list to any of the above lists; or 6) a similar list contained in the Plan. (1 through 6 shall collectively be considered listed exotic or nuisance species).

Cutting, spraying with biocides, and removal of invasive non-native vegetation shall be undertaken in a manner that avoids negative impacts to natural areas, minimizes soil erosion, siltation, or pollution of any waterbody.

2.10. Recreational Use. To use the Property for Commercial or non-Commercial recreational uses such as hiking, hunting, fishing, horseback riding, wildlife observation, photography, or other traditional non-motorized recreational activities.

2.11. Grading and Filling. To grade, fill, level, berm or ditch on the Property, but only as necessary for uses expressly Reserved in this Easement. Any area disturbed by such work, including any parking or storage of equipment, materials, or debris, shall be promptly restored to a condition roughly equivalent to the surrounding undisturbed land, to the reasonable satisfaction of the Grantees, or to such other condition as the Grantees may approve in writing, upon the completion or non-seasonally related interruption of such work exceeding sixty (60) Days.

2.12. Maintenance of Canals and Ditches. The Grantor reserves the right to maintain and, as necessary for Reserved Agricultural uses, expand and relocate existing ditches and canals on the Property for the purposes of drainage management and irrigation.

2.13. Signs. To locate signs on the Property for the sole purposes of: (1) stating the name of owners of the Property, the name of the Property, and/ or the address of the Property; (2) advertising the sale or lease of the Property; (3) advertising the sale of goods or services produced pursuant to a Reserved use of the Property; (4) giving directions to visitors; (5) providing warnings pertaining to trespassing, hunting, dangerous conditions; (6) posting temporary political signs; and/ or (7) notifying the public that the Property is subject to this Easement. No sign shall exceed nine (9) feet per side, and no sign shall be internally lighted.

2.14 Brush. etc. Piles. To create brush, compost, and/ or manure piles, provided that all materials contained in such piles are generated on the Property. Such brush piles may be burned, but only with prior written notice to the Grantees. Such compost and manure may be used for Reserved Agricultural activities on the Property, and/ or may be sold.

2.15. Prescribed Burns. To undertake Prescribed Burns on the Property.

2.16. Ponds. To construct, impound, use and maintain, ponds on the Property.

3. Prohibited Uses. The Grantor hereby relinquishes, in perpetuity, the right to use the Property in for any purpose, or in any manner that is not expressly Reserved by the provisions of this Easement, or to undertake any Reserved uses in ways that are inconsistent with the Conservation Purposes.

4. Rights of the Grantees.

The affirmative rights conveyed to the Grantees by this Easement include the following:

4.1 Preservation of Conservation Values in Perpetuity. The right to preserve and protect in perpetuity, the Conservation Values, and to advance the Conservation Purposes, subject to the terms of this Easement.

4.2 Entry for Monitoring and Enforcement. The right to enter the Property to monitor the use of the Property and to enforce compliance with the terms of this Easement. The Grantees' right to enter the Property shall not be exercised in a manner that unreasonably interferes with uses of the Property that are consistent with the terms of this Easement. Prior to any entry upon the Property the Grantees shall give no less than seven (7) Days prior written notice to at least one (1) of the then owners of the Property, or to such owners' designated agent, subject to the provisions of Paragraph 4.3.

4.3 Access to the Property Without Notice. The right to enter the Property without notice if (i) the Grantees determines that immediate entry on the Property is essential to prevent, or mitigate, a violation, or imminent violation, of this Easement, or (ii) if the then owner of the Property has not provided the Grantees with an address to which such notice can be provided.

However, in the event of entry without notice, the Grantees shall limit its actions to those necessary to mitigate or prevent, said violation or imminent violation. In addition, in the event of entry without notice pursuant to proviso (i) of this Paragraph 4.3, the Grantees shall provide to the Grantor a written explanation of the need for such entry and the actions taken as soon after such entry as reasonably practical.

4.4. Enjoining Violations, Restoration, Damages, and Costs. The rights to enjoin any activity on, or use of, the Property that violates, or would violate, the terms of this Easement, and to require the restoration of such areas or features of the Property that have been damaged by any such activity or use, and to seek and recover damages and costs; all pursuant to Paragraph 7 below.

4.5 Signage. The Grantees reserve the right to install signage on the Property to identify and explain the conservation uses and purposes of the Property, including placing either or both of Grantees' name and logo on the signage. Signage placement and size shall be consistent with the requirements of the codes and regulations of Martin County.

5. **Baseline Documentation.** Baseline Documentation ("Baseline"), attached as Exhibit B, describes the Existing condition and character of the Property. The Parties hereby acknowledge the accuracy of the Baseline and they acknowledge receipt of the Baseline prior to the execution of this Easement. The Baseline may be used to monitor compliance with the terms of this Easement and to assist in the enforcement of its terms. However, the Parties shall not be foreclosed from using other relevant evidence to assist in the resolution

of any controversy regarding compliance.

6. Notice Requirements.

6.1. *Form of Notice.* Any notices, demands or other communications required or permitted to be given by the terms of this Easement shall be given in writing and shall be delivered (i) in person (such delivery to be evidenced by a signed receipt); (ii) by certified mail, postage prepaid, return receipt requested; (iii) by U.S. Express Mail or commercial overnight courier; (iv) by regular U.S. Mail; (v) by telephone facsimile; or (vi) by electronic mail with a verification of sending.

Such notices shall be deemed to have been “given” (i) when actually delivered, in the case of personal delivery; (ii) when delivered as confirmed by an official return receipt if sent by certified mail; (iii) within three (3) business days of deposit with a courier in the case of U.S. Express Mail, or commercial overnight courier; (iv) when actually received, in the case of U.S. Mail; (v) when sent, with a confirmation of delivery if sent by telephone facsimile; or (vi) when received, if sent by electronic mail with a verification of sending. Such notices shall be sent to the addresses of the Parties set forth above, or to such other address as a Party may, pursuant to the notice provisions of this Paragraph 6.1, direct, or to the facsimile telephone number or electronic mail address of the Party to whom it is directed.

Notice of change of address shall be effective only when done in accordance with this Paragraph 6.

6.2. *Content of Notices.* All notices required by this Easement shall be in writing, and shall provide sufficient information, in addition to any information required by other provisions of this Easement, to allow, in the case of notice to the Grantees, the Grantees to determine whether the proposal is consistent with the Conservation Purposes. In the case of notice to the Grantor, the notice shall inform the Grantor of the purpose of the notice, and the provision(s) of this Easement with respect to which the notice has been sent.

7. Enforcement of this Easement.

7.1. *Right to Cure.* Except in an emergency, no Enforcement of this Easement shall begin until after thirty (30) days’ notice and Grantor receiving ninety (90) days to cure the Easement Violation.

7.2. *Right to Injunction, etc.* The Parties agree that money damages, or other non--injunctive relief, may not adequately remedy a violation of the terms of this Easement.

Therefore, the Parties hereby agree that any violation shall be subject to termination through injunctive proceedings, including the imposition of temporary restraining orders, preliminary injunctions, specific performance, or any other legal means. The Parties also agree that no proof of damages, or the inadequacy of other remedies, shall be required in seeking any such injunctive relief. No bond shall be required to support seeking or granting an injunction.

7.3. Right to Restoration. In addition, the Grantees shall have the right to enforce the restoration of any, and all, of the Property damaged by activities inconsistent with the provisions of this Easement. Such restoration shall be to the condition that prior to such damage.

7.4. Right to Recover Damages. In the event of a violation of the terms of this Easement, in addition to the other remedies provided for in this Paragraph 7, and any other remedies available in law or equity, the Grantees shall also be entitled to recover all damages necessary to place the Grantees in the same position that it would have been in but for the violation. The Parties agree that in determining such damages the following factors, among others, may be considered (i) the costs of restoration of the Property as provided in Paragraph 7.3 above, and (ii) the full market cost of purchasing a conservation easement containing terms comparable to the terms of this Easement on land in the vicinity of the Property, of a size, and with conservation values, roughly comparable to those of the Property.

7.5. Right to Proceed Against Third Parties. The Grantees and Grantor have the right to proceed against any third party or parties whose actions threaten or damage the Conservation Values, including the right to pursue all remedies and damages provided in this Paragraph 7. The Parties shall cooperate with each other in such proceedings.

7.6. Right to Require Assignment of Trespass Claims. If requested by the Grantees, the Grantor shall assign to the Grantees any cause of action for trespass resulting in damage to the Conservation Values that may be available to the Grantor. The Grantor may condition such assignment to provide for the (i) diligent prosecution of any such action by the Grantees and (ii) division according to the proportionate values determined pursuant to Paragraph 12, between the Grantees and such Grantor of any recovery, over and above the Grantees' attorney's fees and expenses incurred, and costs of restoration of the Property, resulting from such action.

7.7. No Waiver. Failure by the Grantees, for any reason, to exercise the rights

granted to it by this Easement, in the event of any violation of its terms, shall not be deemed to be a waiver of the Grantees' rights hereunder as to that, or any subsequent, violation. The Grantor hereby expressly waives any defense of laches, estoppel, or prescription.

7.8. Acts Not Within the Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Grantees to bring any action against the Grantor for any injury to, or change in, the Property, resulting from causes beyond the Grantor's control, including acts of trespassers, the unauthorized wrongful acts of third persons, fire, flood, storm, earth movement, and tree disease, or from any prudent action necessarily taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from any of such causes; provided that the Grantor has (i) taken reasonable measures to protect the Conservation Values in undertaking such actions, and (ii) has taken reasonable measures to prevent damage to the Conservation Values by trespassers and third parties.

8. Payment of Costs, Taxes or Assessments.

8.1. Payment of Costs of Operation, etc. The Grantor shall bear all costs of operation, upkeep and maintenance of the Property.

8.2. Payment of Taxes. The Grantor shall be responsible for the payment of all real estate taxes or assessments lawfully levied upon the Property and/or upon this Easement, and the Grantees shall have no obligation, or responsibility, for the payment of such taxes or assessments. The County shall have the right to make any payment or to participate in any foreclosure or similar proceeding resulting from any delinquency, as necessary to protect its interest in the Property. If the County elects not to make any such payment or to participate in any foreclosure, Conservation Florida shall have such right.

8.3. Indemnification. The Grantor shall indemnify the Grantees and the Indemnified Parties from any liability or expenses incurred by the Grantees in connection with the payment of the costs and/or taxes that are the subject of this Paragraph 8.

9. The Grantor's Continuing Rights. The Parties acknowledge and agree that the Grantees have neither possessory rights in the Property, nor any right or responsibility to control the use of the Property (except to enforce the restrictions on use of the Property provided for in this Easement), nor to maintain, or keep up the Property, and the Parties agree that the Grantor retains all such rights and control exclusively, but subject to the provisions of this Easement.

- 10. Limitation on Liability.** A Party's rights and obligations pursuant to this Easement shall terminate upon transfer of that Party's interest in the Easement, or in all of the Property, as the case may be, except that liability for the acts or omissions of such Party during the time that such Party held an interest in the Property shall survive transfer of any interest in the Property with respect to such Party. Notwithstanding the foregoing, the Grantor shall remain responsible for compliance with the provisions of this Easement in the event of a lease of all or any portion of the Property.
- 11. The Grantees' Property Right.** The Grantor agrees that the contribution of this Easement gives rise to a property right, vested in the Grantees immediately upon the Effective Date, with a fair market value that is at least equal to the proportionate value that this Easement, on the Effective Date, bears to the value of the Property as a whole at that time. This proportionate value shall remain constant. Grantees may not pledge or borrow using Grantees' Property rights as collateral.
- 12. Extinguishment.** If an unexpected change in the conditions surrounding the Property subsequent to the Effective Date can make impossible or impractical the continued use of the Property for conservation purposes, the restrictions imposed by this Easement can only be extinguished through a judicial proceeding. In such case, on a subsequent sale, exchange, or involuntary conversion of the Property, each of the Grantees shall be entitled to 50% of the proceeds, equal to the proportionate value of the Easement as determined in Paragraph 11. The Grantees shall use any such proceeds in a manner that is consistent with the Conservation Purposes.

The Parties acknowledge that the Property may be significantly more valuable unencumbered by this Easement; that such value may increase over time; that uses Reserved in this Easement may be or become uneconomic; and that surrounding property may change in use and character. Nevertheless, the Parties hereby agree that such changes do not provide grounds for seeking extinguishment of this Easement or any of the provisions of this Easement.

13. Notice to the Grantees of Property Transfer.

The Grantor shall provide the Grantees with thirty (30) days written notice prior to conveying the Property, any portion thereof, or interest therein. The notice shall include the name and address of the transferee. Failure to provide this notice shall not in any way affect the validity or enforceability of this Easement against any subsequent owner of the Property, or the validity of the conveyance.

14. Access and Control of Trespass.

Nothing contained in this Easement shall be construed to give the public any right of access to, or use of, the Property, and the Grantor reserves the right to post the Property against trespassing, hunting, or fishing and to prosecute trespassers, subject to the provisions of Paragraph 7.6 above.

15. Miscellaneous Provisions.

15.1. Severability. If any provision of this Easement, or the application thereof, to any person, or circumstance, is found to be invalid, the remainder of this Easement, and the application of such provisions to such persons, or circumstances, shall not be affected.

15.2. Recordation. This Easement shall be recorded in the Office of the Clerk of the Circuit Court of Martin County, Florida, and may be re-recorded at any time by either Party.

15.3. Reference to Easement Required. Reference to this Easement shall be made in a separate paragraph of any subsequent deed, or other legal instrument, by which any portion of, or any interest in (including a leasehold interest) the Property is conveyed. Such reference shall include the recording data pertaining to this Easement. Failure to provide this reference shall not in any way affect the validity or enforceability of this Easement against any subsequent owner of the Property, or the validity of such conveyance.

15.4. Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to advance the Conservation Purposes. If any provision of this Easement is found to be ambiguous, an interpretation that best advances the Conservation Purposes shall be favored over any other interpretation.

In the event that any provision of this Easement regarding a use of, or activity on, the Property, is asserted to be ambiguous by either Party, such provision shall be construed as prohibiting such use or activity, unless such use or activity is essential to the protection of one or more Conservation Values.

None of the Parties shall be deemed the draftsman of this Easement, all having had the advice of legal counsel in the preparation hereof.

15.5. Venue and Jurisdiction. The Parties agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to the enforcement or violation of any of the terms of this Easement shall be the Circuit Court of Martin County, Florida,

and no proceeding shall be initiated in any other court, except for appeals from the decision of said court.

15.6. *Extinguishment of Development Rights.* All current and future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property, except as specifically Reserved by the Grantor in this Easement, or as allocated to other property pursuant to the PUD, are hereby terminated and extinguished.

As an elaboration, but not a limitation, of the foregoing, for purposes of this Paragraph 15.6, the Property shall be considered to be non-existent for purposes of all development rights and/or development potential, or calculations pertaining thereto, of any and every nature, except as expressly Reserved by the Grantor in this Easement.

15.7. *Merger.* The Grantor and the Grantees agree that in the event that the Grantees acquire a fee interest in the Property or any portion thereof, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

15.8. *Tax Matters.* The Easement is granted in satisfaction of the conditions of the PUD Agreement and is not a charitable contribution for which any federal income tax benefits are available. Furthermore, this Easement does not conform to the requirements of federal tax law for “qualified conservation contributions.”

15.9. *Amendment.* Both of the Grantees together and the Grantor, may amend this Easement to enhance protection of the Conservation Values, provided that no amendment shall (i) affect this Easement’s perpetual duration, (ii) conflict with or be contrary to or inconsistent with the Conservation Purposes, (iii) reduce the protection of the Conservation Values, (iv) affect the status of any Grantees as a “qualified organization” or “eligible donee”, or (v) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Grantees and Grantor and recorded in the public records of Martin County, Florida.

15.10. *Counterparts.* This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered, shall be deemed to be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the Parties shall not affect the validity of this Easement.

15.11. Cost Recovery. The Parties hereby agree that the Grantees may recover from the Grantor its costs incurred in responding to requests initiated by the Grantor involving matters such as boundary line adjustments, easement amendments, project reviews for ecosystem services, preparation of reports to facilitate sales, and access or Utility easements over the Property.

WITNESS the following signatures beginning on the following page:

Counter-part Signature Page One of Three Accepted:

Signed, sealed and delivered
In our presence:

BECKER B-14 GROVE, LTD.
A Florida limited partnership
By: Becker Sisters Management, LLC
Its: General Partner

By: Thomas W. Hurley
Thomas W. Hurley
Manager
1701 Highway A1A, Suite 204
Vero Beach, FL 32963

Gregg Casalino
Print Name: Gregg Casalino
Address: 756 Beachland Blvd, Vero Beach, FL 32963
Margaret Averill
Print Name: Margaret Averill
Address: 756 Beachland Blvd., Vero Beach, FL 32963

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3rd day of October, 2024, by THOMAS W. HURLEY, as Manager of Becker Sisters Management, LLC, a Florida limited liability company, as General Partner of BECKER B-14 GROVE, LTD., a Florida limited partnership, on behalf of the General Partner, who is personally known to me or has produced ----- as identification.

Margaret Averill
Notary Public.
My Commission Expires: 7/22/2025

(Notary Seal)



Counter-part Signature Page Two of Three Accepted:

Signed, sealed and delivered
in our presence:

CONSERVATION FLORIDA, INC.

Kari Hicks
Print Name: Kari Hicks
Address: 622 S Deerwood Ave
Orlando FL 32825

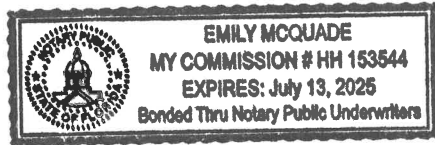
Anna Nicholas Weber
Print Name: Anna Nicholas Weber
Address: 116 Valencia Loop Altamonte Springs, FL
32714

[Signature]
By: _____
Traci Deen
Chief Executive Officer
37 N. Orange Avenue, Suite 323
Orlando, FL 32801

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or
[] online notarization this 04 day of October, 2024, by TRACI DEEN, Chief Executive
Officer of CONSERVATION FLORIDA, INC., a Florida not for profit corporation, on behalf of the
General Partner, who is personally known to me or has produced _____
as identification.

(Notary Seal)



[Signature]
Notary Public, State of Florida
My Commission Expires: July 13, 2025

Counter-part Signature Page Three of Three Accepted:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

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EXHIBIT A
Legal Description

A PARCEL OF LAND FOR A CONSERVATION EASEMENT LYING IN SECTIONS 2,3,11,12,13, TOWNSHIP 40 SOUTH, RANGE 41 EAST, AND A PORTION OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ALL LYING IN MARTIN COUNTY, FLORIDA:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 39S, RANGE 41E, MARTIN COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION CORNER AND ALONG THE EAST LINE OF THE SAID SECTION 34, SOUTH 00°14'51" WEST FOR 50.00 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SE BRIDGE ROAD (S.R. 708), FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT NUMBER 0951 570 I, SECTION 89510-2602, SAID POINT ALSO BE THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°14'51" WEST ALONG SAID SECTION LINE FOR 5227.13 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 40S, RANGE 41E, MARTIN COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION CORNER AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, SOUTH 89°52'53" EAST FOR 2655.93 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 2; THENCE DEPARTING SAID NORTH QUARTER CORNER AND ALONG THE QUARTER SECTION LINE OF SAID SECTION 2, SOUTH 00°07'00" WEST FOR 5242.85 FEET TO SOUTH QUARTER CORNER OF SAID SECTION 2, SAID POINT ALSO BEING THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 40S, RANGE 41E, MARTIN COUNTY, FLORIDA; THENCE DEPARTING SAID QUARTER CORNER AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, NORTH 89°54'12" EAST FOR 2662.07 FEET TO THE NORTHEAST CORNER OF SAID SECTION 11, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 40S, RANGE 41E, MARTIN COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION CORNER AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, NORTH 89°06'54" EAST FOR 2648.45 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE NORTH 89°07'16" EAST, DEPARTING SAID QUARTER CORNER AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, FOR 2648.69 FEET TO THE NORTHEAST CORNER OF SAID SECTION 12; THENCE DEPARTING SAID SECTION CORNER AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, SOUTH 00°07'08" WEST FOR 2647.42 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 12; THENCE DEPARTING SAID QUARTER CORNER AND ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, SOUTH 00°07'35" WEST FOR 2647.25 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 40S, RANGE 41E, MARTIN COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION CORNERS AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, SOUTH 00°12'47" WEST FOR 2656.10 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 13; THENCE DEPARTING SAID QUARTER CORNER AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, SOUTH 89°30'28" WEST FOR 77.01 FEET; THENCE DEPARTING SAID SOUTH QUARTER SECTION LINE, NORTH 00°12'47" EAST FOR 194.02 FEET; THENCE SOUTH 89°30'28" WEST, FOR 581.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HOBE-ST. LUCIE CONSERVANCY DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 2433, PAGE 0810, TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 11,769.16 FEET, WHERE THE RADIAL LINE BEARS SOUTH 46°34'29" WEST; THENCE NORTHWESTERLY 518.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°31'32"; THENCE RUN NORTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY OF SAID HOBE-ST. LUCIE CONSERVANCY DISTRICT FOR THE FOLLOWING 50 COURSES AND DISTANCES: THENCE NORTH 45°57'07" WEST, A DISTANCE OF 887.30 FEET; THENCE NORTH 47°15'33" WEST, A DISTANCE OF 192.80 FEET; THENCE NORTH 47°15'13" WEST, A DISTANCE OF 70.20 FEET; THENCE NORTH 45°57'07" WEST, A DISTANCE OF 716.40 FEET; THENCE NORTH 41°57'00" WEST, A DISTANCE OF 952.48 FEET; THENCE NORTH 13°49'13" WEST, A DISTANCE OF 36.10 FEET; THENCE NORTH 45°11'32" WEST, A DISTANCE OF 15.68 FEET; THENCE NORTH 50°40'37" WEST, A DISTANCE OF 83.82 FEET; THENCE NORTH 49°35'11" WEST, A DISTANCE OF 140.84 FEET; THENCE NORTH 43°20'01" WEST, A DISTANCE OF 236.66 FEET;

AND

THENCE NORTH 48°27'19" WEST, A DISTANCE OF 154.77 FEET; THENCE NORTH 45°11'51" WEST, A DISTANCE OF 296.23 FEET; THENCE NORTH 40°46'37" WEST, A DISTANCE OF 111.02 FEET; THENCE NORTH 28°28'25" WEST, A DISTANCE OF 106.66 FEET; THENCE NORTH 09°09'05" WEST, A DISTANCE OF 125.64 FEET; THENCE NORTH 02°22'21" WEST, A DISTANCE OF 141.46 FEET; THENCE NORTH 08°24'46" WEST, A DISTANCE OF 121.22 FEET; THENCE NORTH 25°57'06" WEST, A DISTANCE OF 65.76 FEET; THENCE NORTH 29°30'13" WEST, A DISTANCE OF 54.71 FEET; THENCE NORTH 39°24'39" WEST, A DISTANCE OF 179.94 FEET; THENCE NORTH 45°57'21" WEST, A DISTANCE OF 288.66 FEET; THENCE NORTH 50°39'50" WEST, A DISTANCE OF 146.30 FEET; THENCE NORTH 36°39'01" WEST, A DISTANCE OF 74.43 FEET; THENCE NORTH 45°57'20" WEST, A DISTANCE OF 302.24 FEET; THENCE NORTH 49°12'35" WEST, A DISTANCE OF 98.72 FEET; THENCE NORTH 40°52'23" WEST, A DISTANCE OF 60.49 FEET; THENCE NORTH 45°53'09" WEST, A DISTANCE OF 251.19 FEET; THENCE NORTH 53°02'19" WEST, A DISTANCE OF 87.62 FEET; THENCE NORTH 57°39'20" WEST, A DISTANCE OF 47.37 FEET; THENCE NORTH 60°11'02" WEST, A DISTANCE OF 47.55 FEET; THENCE NORTH 64°57'12" WEST, A DISTANCE OF 264.24 FEET; THENCE NORTH 64°49'16" WEST, A DISTANCE OF 54.96 FEET; THENCE NORTH 64°57'12" WEST, A DISTANCE OF 63.10 FEET; THENCE NORTH 65°01'32" WEST, A DISTANCE OF 118.45 FEET; THENCE NORTH 64°57'12" WEST, A DISTANCE OF 262.97 FEET; THENCE NORTH 66°13'43" WEST, A DISTANCE OF 221.18 FEET; THENCE NORTH 64°57'10" WEST, A DISTANCE OF 86.75 FEET; THENCE NORTH 47°12'00" WEST, A DISTANCE OF 437.51 FEET; THENCE NORTH 60°24'50" WEST, A DISTANCE OF 43.73 FEET; THENCE NORTH 47°11'58" WEST, A DISTANCE OF 715.98 FEET; THENCE NORTH 45°57'07" WEST, A DISTANCE OF 324.50 FEET; THENCE NORTH 46°02'22" WEST, A DISTANCE OF 68.94 FEET; THENCE NORTH 45°57'07" WEST, A DISTANCE OF 94.45 FEET; THENCE SOUTH 44°02'49" WEST, A DISTANCE OF 3.36 FEET; THENCE NORTH 45°57'07" WEST, A DISTANCE OF 947.27 FEET; THENCE NORTH 45°57'30" WEST, A DISTANCE OF 138.24 FEET; THENCE NORTH 45°57'08" WEST, A DISTANCE OF 648.59 FEET; THENCE NORTH 45°56'23" WEST, A DISTANCE OF 107.50 FEET; THENCE NORTH 45°57'07" WEST, A DISTANCE OF 792.17 FEET; THENCE NORTH 45°57'07" WEST, A DISTANCE OF 108.10 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY, SOUTH 89°52'53" EAST FOR 1165.26 FEET; THENCE NORTH 00°07'00" EAST FOR 4490.70 FEET; THENCE NORTH 89°52'53" WEST FOR 2526.32 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT BEING SOUTH 00°17'13" WEST AND 130.00 FEET FROM SAID NORTHWEST CORNER OF SECTION 2; THENCE DEPARTING SAID QUARTER SECTION LINE, NORTH 89°54'11" WEST FOR 130.00 FEET; THENCE NORTH 00°17'13" EAST, A DISTANCE OF 130.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID QUARTER SECTION LINE, NORTH 00°14'51" EAST FOR 5226.79 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY OF SE BRIDGE ROAD; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89°56'40" EAST A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 846.41 ACRES MORE OR LESS.

EXHIBIT B
Baseline Documentation Report

[INSERT BASELINE DOCUMENTATION REPORT]



BECKER B-14 GROVE

BASELINE DOCUMENTATION REPORT

AUGUST 2024

**CONSERVATION
FLORIDA**

BECKER B-14 GROVE CONSERVATION EASEMENT

Baseline Documentation Report

REPORT DATE: August 19, 2024

PREPARED FOR: Rick Melchiori
1701 Hwy A-1-A, Suite 20
Vero Beach, Florida 32963

PREPARED BY: Conservation Florida Inc.
37 North Orange Ave, Suite 323
Orlando, Florida 32801

MARTIN COUNTY PARCEL NO.: *See Table 1*

TOTAL STUDY AREA: ±846.4 acres

QUALIFICATIONS OF PREPARER:

Conservation Florida staff conducted field inspections on Becker B-14 Grove Conservation Easement on April 3, 2022, October 6, 2023, and August 14, 2024, to document the existing ecological conditions and conservation values of the property. Conservation Florida is an accredited nonprofit land trust and provides oversight of other lands under conservation easements in the State of Florida and assures that they are appropriately managed in their natural conditions.

Adam Bass
Vice President
Conservation Florida Inc.

DATE

Date:

TABLE OF CONTENTS

INTRODUCTION.....	1
PROPERTY LOCATION AND HISTORY.....	1
TABLE 1. BECKER B-14 GROVE PARCEL SUMMARY.....	2
EXISTING LAND COVER AND USE.....	2
TREE NURSERY (±778 AC).....	2
CANAL/DITCH (±46 AC).....	3
DEVELOPED AREAS & UTILITY EASEMENTS.....	3
CONSERVATION VALUES.....	3
PROXIMITY TO EXISTING CONSERVATION AREAS.....	3
WILDLIFE UTILIZATION.....	3
TABLE 2. WILDLIFE DOCUMENTED AT BECKER B-14 GROVE.....	3
SCENIC ENJOYMENT OF GENERAL PUBLIC.....	4
REFERENCES.....	5
ACKNOWLEDGMENT OF BASELINE DOCUMENTATION.....	6

APPENDICES

Appendix 1. Maps

Map 1. Driving Directions

Map 2. General Location

Map 3. Tax Parcels & Access

Map 4. Conservation Lands & the Florida Wildlife Corridor

Map 5. Land Cover

Map 6. USDA - NRCS Soils

Map 7. USGS Topography

Map 8. Photo Locations

Appendix 2. Photos

Appendix 3. Threatened and Endangered Species

Appendix 4. Boundary Survey & Legal Description

Appendix 5. Farmstead/Development Area Survey & Legal Description

INTRODUCTION

This report documents the conditions and conservation value of an 846.4-acre property in Martin County, Florida. It is the intent of the property owner, Becker B-14 Grove LTD, to dedicate a conservation easement over this property, known as Becker B-14 Grove, to Conservation Florida, a Florida 501(c)(3) nonprofit and accredited land trust, to preserve open space and agricultural use, and for the purposes of maintaining its conservation values in perpetuity. Maps of the property can be found at the end of this report in **Appendix 1**; baseline photographs are included in **Appendix 2**.

PROPERTY LOCATION AND HISTORY

The subject property is located at 2400 SE Bridge Rd, Hobe Sound, FL 33455, adjacent to Interstate 95 and Florida's Turnpike (**Map 1**). It is approximately five (5) miles southwest of the Hobe Sound city center and less than two (2) miles northwest of the Loxahatchee River (**Map 2**). Becker B-14 Grove consists of ten parcels comprising approximately 850 acres of land (**Table 1, Map 3, Appendix 4**), which is comprised primarily of ornamental trees.

Becker B-14 Grove is an active commercial tree farm that grows and supplies hundreds of varieties of woody ornamental trees, palms, and shrubbery to the horticultural and landscape industry. The property is bordered by wetlands consisting of marshes and mixed hardwood-coniferous swamps (**Map 5**); these areas have been cleared from the interior of the property and only remain around boundary fences and canals.

The southernmost extension of the Becker property falls within an area mapped as Priority 2 within the Florida Ecological Greenways Network and is therefore within the Florida Wildlife Corridor (**Map 4**). These areas are important for large roaming animals like the Florida panther (*Puma concolor coryi*) and the Florida black bear (*Ursus americanus floridanus*) and in the case of Becker B-14 Grove, serves to connect the John C. and Mariana Jones Hungryland Wildlife and Environmental Area west of the interstate, to Cypress Creek River Management Area and Jonathan Dickinson State Park to the east.

TABLE 1. BECKER B-14 GROVE PARCEL SUMMARY

PARCEL ID NO.	PARCEL USE DESCRIPTION	ACRES
02-40-41-000-000-00030-0	Ornamental Misc. Ag	14.5
02-40-41-000-000-00030-0	Ornamental Misc. Ag	14.5
02-40-41-000-000-00032-0	Ornamental Misc. Ag	13.3
11-40-41-000-000-00010-5	Ornamental Misc. Ag	104.2
11-40-41-000-000-00031-0	Ornamental Misc. Ag	12.0
12-40-41-000-000-00010-3	Ornamental Misc. Ag	528.8
12-40-41-000-000-00020-1	Ornamental Misc. Ag	43.3
13-40-41-000-000-00010-1	Ornamental Misc. Ag	99.7
13-40-41-000-000-00050-2	Ornamental Misc. Ag	7.3
TOTAL PROPERTY APPRAISER ACRES:		853.2
TOTAL BOUNDARY SURVEY ACRES:		846.4

NOTE: ACREAGE DATA PROVIDED IN THIS TABLE ARE APPROXIMATE AND SOURCED FROM THE MARTIN COUNTY PROPERTY APPRAISER PARCEL RECORDS. THE FINAL EASEMENT BOUNDARY AND TOTAL ACREAGE IS DETERMINED BY THE LEGAL DESCRIPTION OF THE PROPERTY TAKEN FROM THE TITLE WORK OR SURVEY PROVIDED IN APPENDIX 4.

EXISTING LAND COVER AND USE

TREE NURSERY (±778 AC)

The majority of the property has been cleared of its native cover and is used for cultivating ornamental plants. The farm grows a variety of palms and trees, including a significant grove of eucalyptus. Some areas are irrigated, as shown below, and several sheds containing irrigation equipment are scattered throughout the property. The various cultivated trees and shrubs are segmented by an extensive network of ditches and canals (**Map 5**).



Figure 1. Typical condition of area mapped as tree nursery at Becker B-14 Grove.

CANAL/DITCH (±46 AC)

Ditches bisect the interior of the property, which serve to drain the property and provide sources of water used for irrigating the ornamental trees being grown on-site. Additionally, canals bound the property to the north and east as well as along the access road which connects to County Road 708 (otherwise known as SE Bridge Road). These drainage canals have little to no emergent vegetation but are amply forested along the property's outer boundary with trees that favor spoil piles, both native and exotic.

DEVELOPED AREAS & UTILITY EASEMENTS

Due to the commercial nature of Becker B-14 Grove, several areas possess man-made improvements implemented for serving the tree farm. Several utility leases and easements with telecommunication towers exist on the property, located at the northwest and southeast corners. Details of these utility easements can be found in **Appendix 4**. Becker B-14 Grove retains the ability to further develop farmstead areas (20 acres) outlined in **Appendix 5**.

CONSERVATION VALUES

PROXIMITY TO EXISTING CONSERVATION AREAS

Becker B-14 Grove is directly adjacent to the Cypress Creek and Loxahatchee River Management Area and is less than a quarter of a mile from the John C. and Mariana Jones/Hungryland Wildlife and Environmental Area (**Map 4**). The property is also only one (1) mile west of Jonathan Dickinson State Park, which contains rare environments such as coastal sandhills and scrub forests as well as the largest amount of protected scrub-jay habitat in Southeast Florida. This property will increase connectivity of conserved lands while providing additional green space for wildlife.

WILDLIFE UTILIZATION

Several wildlife species were documented on the Becker B-14 Grove property during site assessments, including some with State and Federal protected status (**Table 2**).

TABLE 2. WILDLIFE DOCUMENTED AT BECKER B-14 GROVE

Taxa	Common Name	Scientific Name	Status / Notes
Bird	Northern Mockingbird	<i>Mimus polyglottos</i>	
	Swallow-tailed Kite	<i>Elanoides forficatus</i>	
	Florida sandhill crane	<i>Grus canadensis pratensis</i>	State Threatened
	Great Blue Heron	<i>Ardea herodias</i>	
	Little Blue Heron	<i>Egretta caerulea</i>	State Threatened

	Grackle	<i>Quiscalus</i> sp.	
Mammal	White-tailed deer	<i>Odocoileus virginianus</i>	
	Bobcat	<i>Lynx rufus</i>	
	Eastern gray squirrel	<i>Sciurus carolinensis</i>	
	Wild hog	<i>Sus scrofa</i>	Invasive
	Raccoon	<i>Procyon lotor</i>	
Amphibian	Southern cricket frog	<i>Acris gryllus</i>	
Reptile	American Alligator	<i>Alligator mississippiensis</i>	Federally Threatened
	Florida Cooter	<i>Pseudemys floridana peninsularis</i>	
Fish	Florida Gar	<i>Lepisosteus platyrhincus</i>	

According to the FNAI Biodiversity Matrix and the USFWS Information for Planning and Consultation (iPaC) Resource List (**Appendix 3**), the project area is within the range, and may provide habitat for a diversity of threatened and endangered species. Listed species likely to benefit from preservation of the site include Audubon’s crested caracara, wood stork and Florida sandhill crane.

SCENIC ENJOYMENT OF GENERAL PUBLIC

Preservation of the Becker B-14 Grove property will provide open space for the scenic enjoyment of the general public. The property has several miles of frontage along I-95 North and can be seen for many miles along the interstate.


REFERENCES

1. Florida Fish and Wildlife Conservation Commission Species Profiles: <https://myfwc.com/wildlifehabitats/profiles/>
2. Florida Fish and Wildlife Conservation Commission – Florida’s Endangered and Threatened Species: <https://myfwc.com/media/1945/threatened-endangered-species.pdf>
3. Florida Native Plant Society – Native Plants: <https://www.fnps.org/plants>
4. Atlas of Florida Plants: <https://florida.plantatlas.usf.edu/>

ACKNOWLEDGMENT OF BASELINE DOCUMENTATION

The undersigned hereby acknowledges receipt of the foregoing Baseline Documentation Report over property known as Becker B-14 Grove Conservation Easement. We further acknowledge that the Baseline accurately depicts the condition of this property at the time of the grant of a conservation easement over the property by BECKER B-14 GROVE, LTD.

GRANTOR:

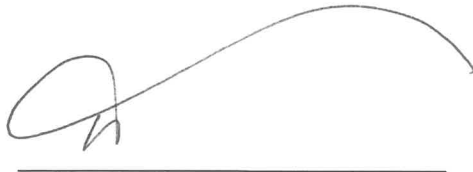


Thomas W. Hurley, Manager
BECKER B-14 GROVE, LTD

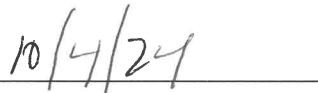


Date

ACCEPTED BY:



Traci Deen
Chief Executive Officer
Conservation Florida, Inc.



Date

The current landowner and Grantor of the property is BECKER B-14 GROVE, LTD. The granting of this Conservation Easement occurred on OCTOBER 22, 2024.

APPENDIX 1
MAPS

← from Conservation Florida, 37 N Orange Ave Suite ...
to Becker Tree Farm, 2400 SE Bridge Rd, Hobe So...

2 hr 10 min (143 miles)



via Florida's Tpke

Best route

⚠ This route has tolls.

Conservation Florida

37 N Orange Ave Suite 323, Orlando, FL 32801

> Get on I-4 Express

4 min (0.8 mi)

> Take Florida's Tpke to County Rd 708/SE Bridge Rd in Martin County. Take exit 96 from I-95 S

2 hr (142 mi)

> Follow County Rd 708/SE Bridge Rd to your destination

1 min (0.8 mi)

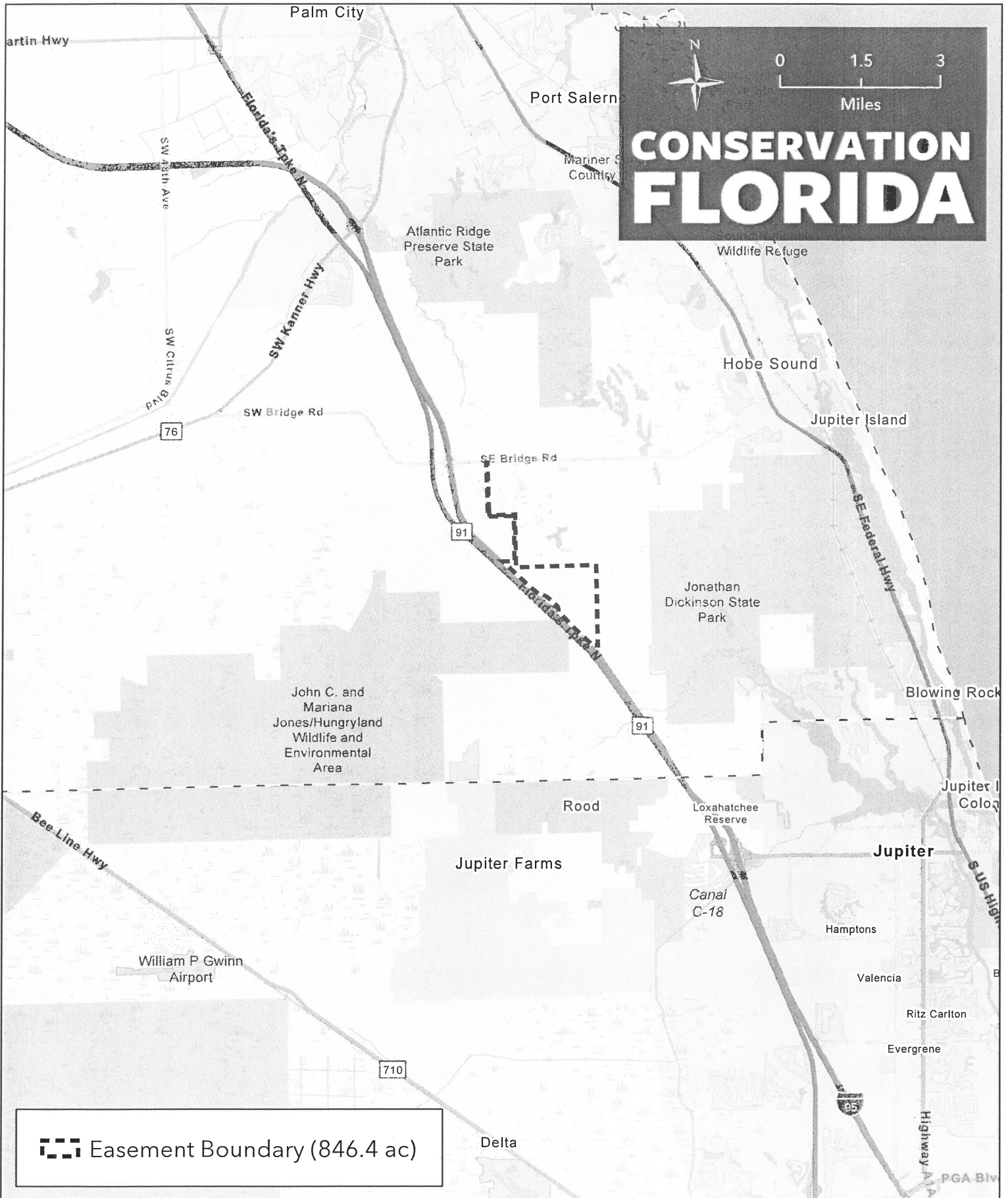
Becker Tree Farm

2400 SE Bridge Rd, Hobe Sound, FL 33455



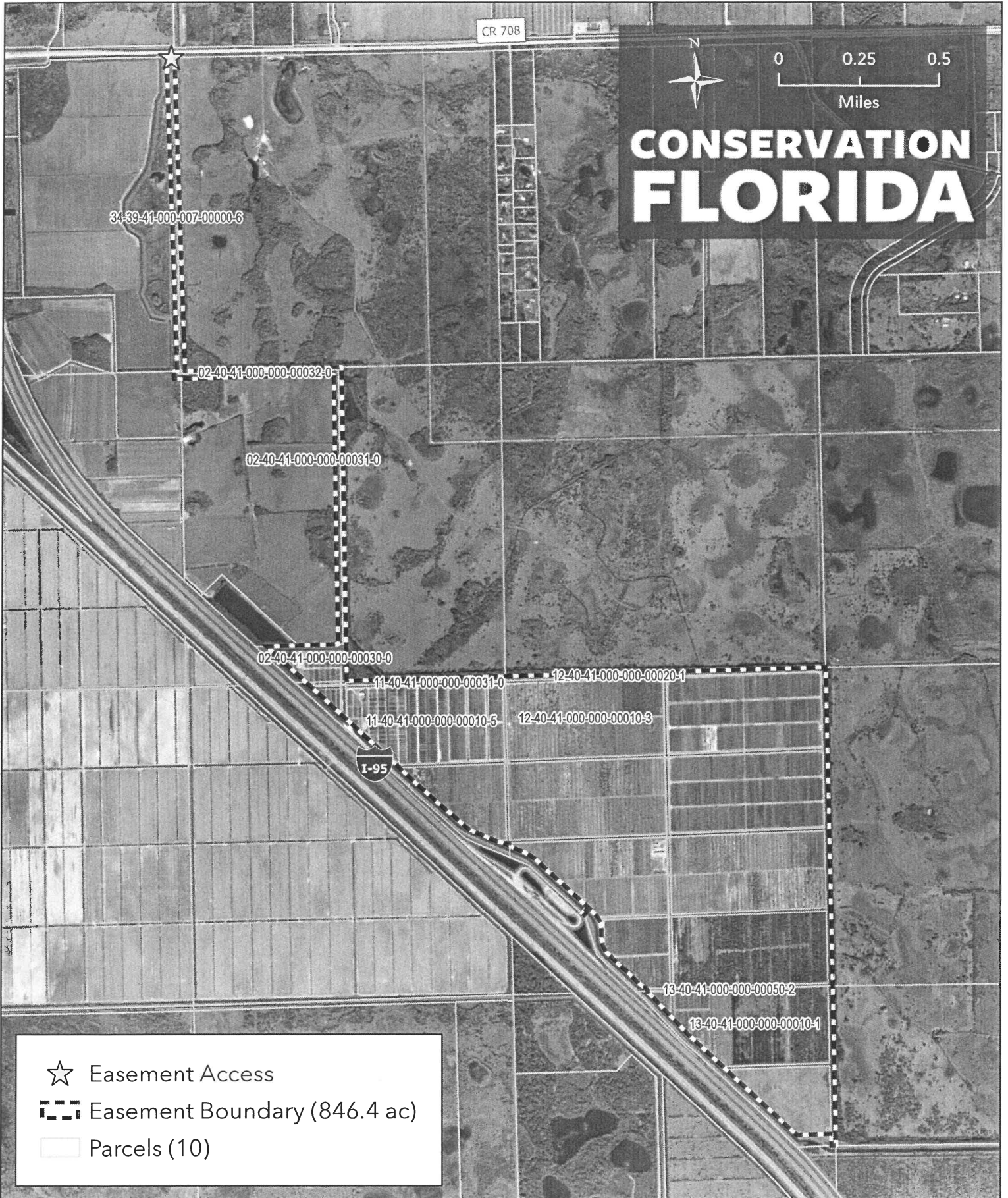
GENERAL LOCATION

BECKER B-14 GROVE • MARTIN COUNTY, FL • AUGUST 2024



TAX PARCELS & LEGAL ACCESS

BECKER B-14 GROVE • MARTIN COUNTY, FL • AUGUST 2024



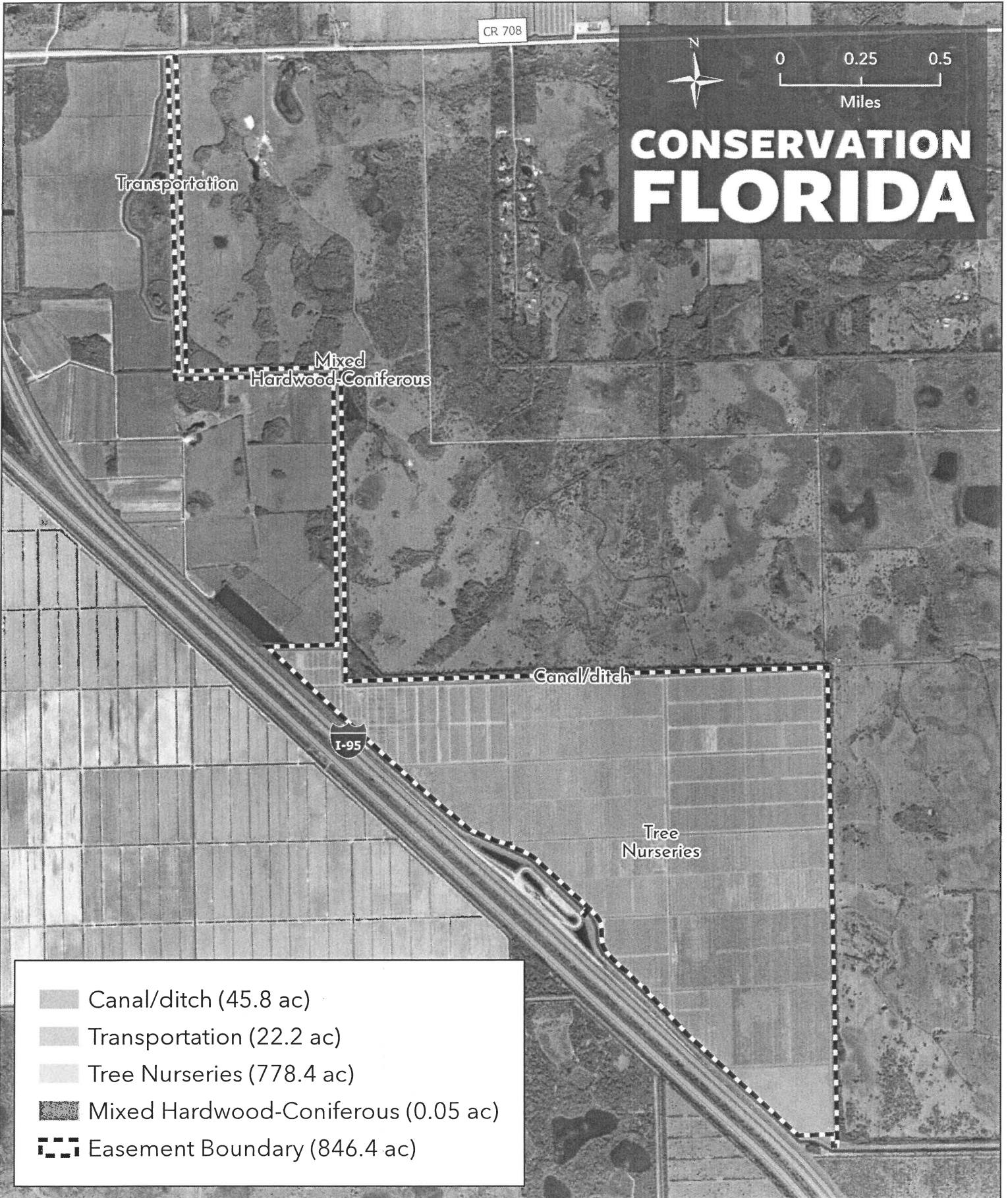
CONSERVED LANDS

BECKER B-14 GROVE • MARTIN COUNTY, FL • AUGUST 2024



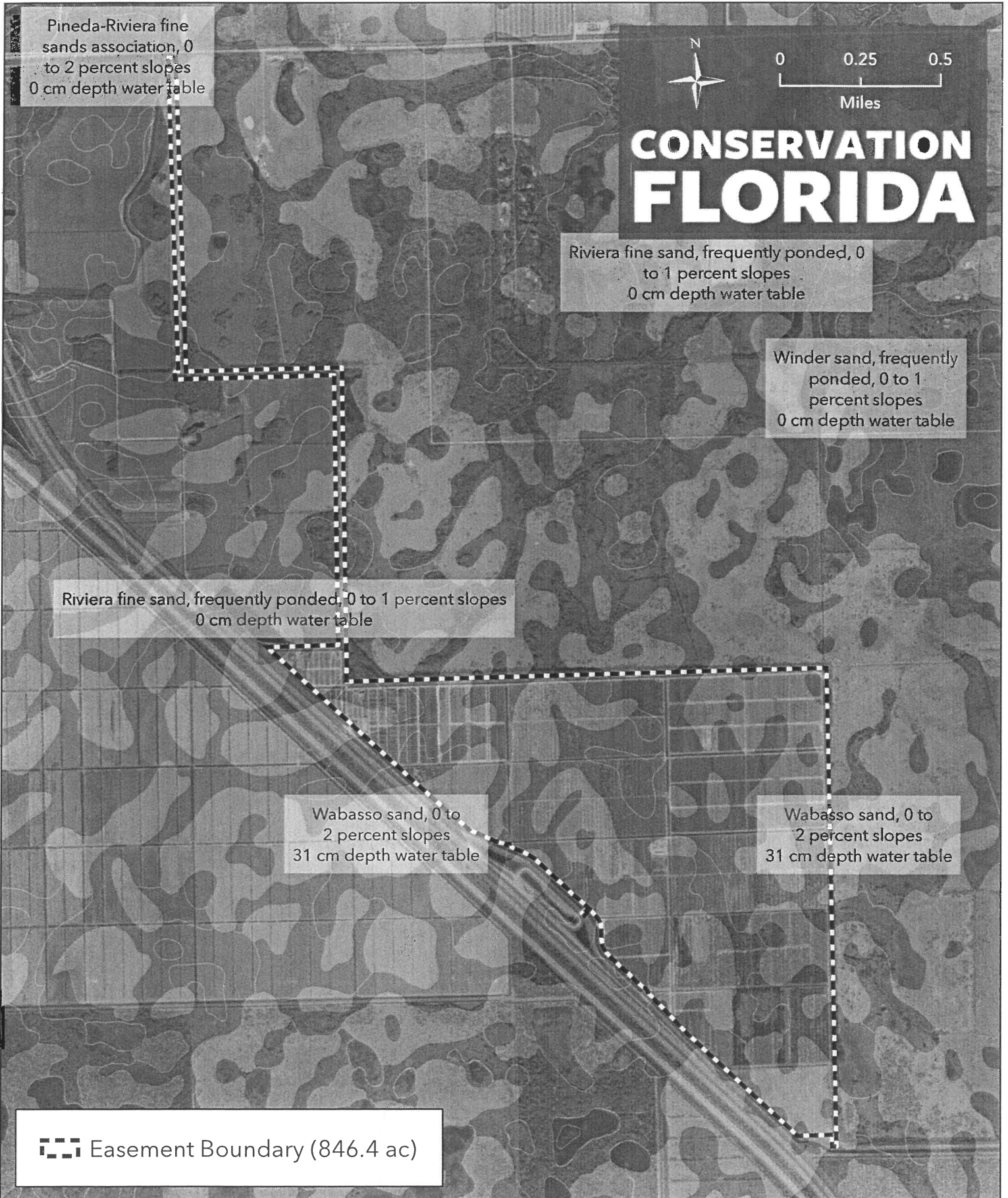
LAND COVER

BECKER B-14 GROVE • MARTIN COUNTY, FL • AUGUST 2024



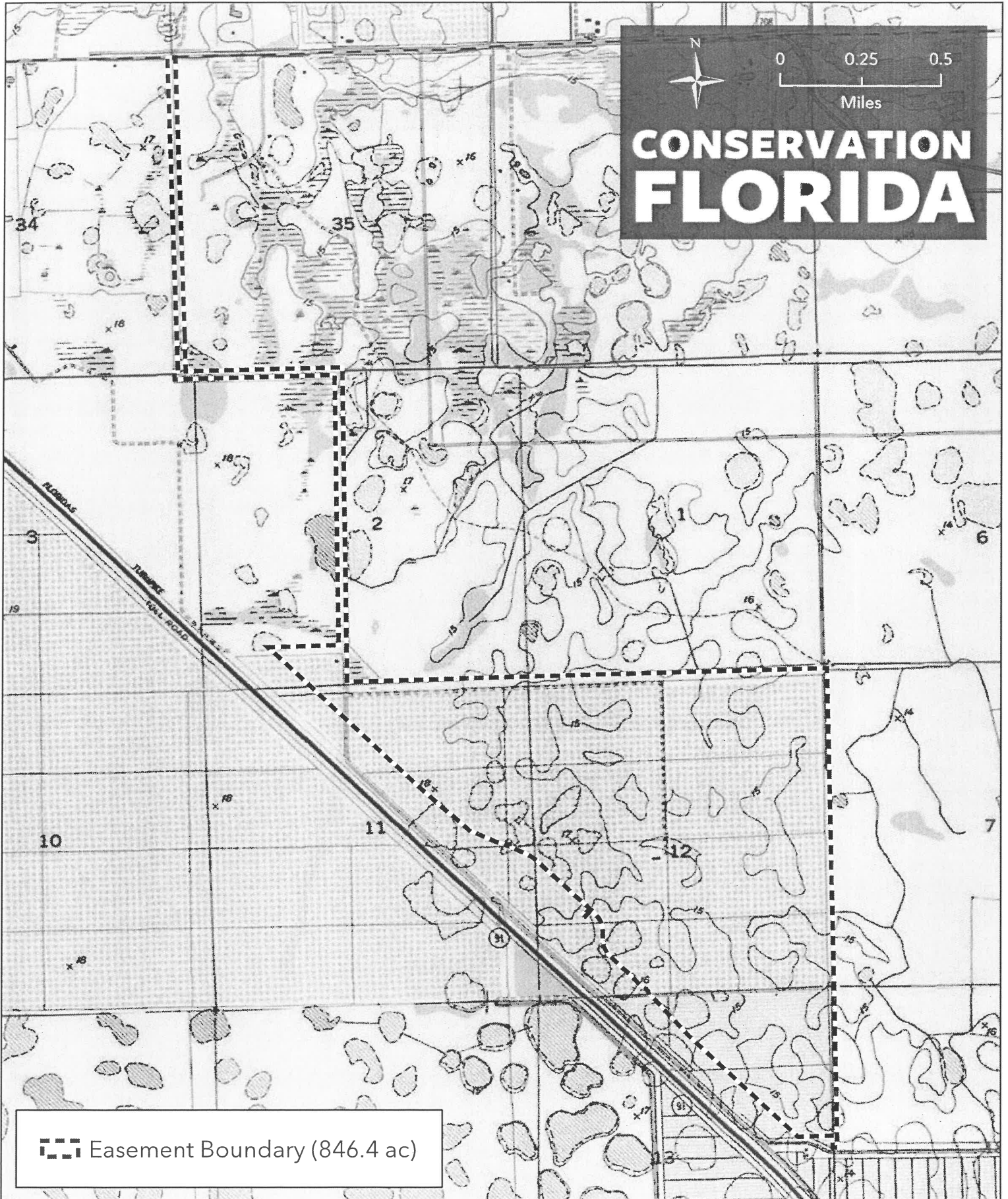
USDA-NRCS SOILS

BECKER B-14 GROVE • MARTIN COUNTY, FL • AUGUST 2024



USGS TOPOGRAPHY

BECKER B-14 GROVE • MARTIN COUNTY, FL • AUGUST 2024



APPENDIX 2
PHOTOS

:PHOTO POINT:	1	DIRECTION:	N
DESCRIPTION:	PROPERTY ENTRANCE, FACING INGRESS/EGRESS		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	1	DIRECTION:	E
DESCRIPTION:	PROPERTY ENTRANCE FACING BOUNADRY ROAD		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	1	DIRECTION:	S
DESCRIPTION:	PROPERTY ENTRANCE, FACING INTERNAL ROAD		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	1	DIRECTION:	W
DESCRIPTION:	PROPERTY ENTRANCE		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	2	DIRECTION:	E
DESCRIPTION:	YOUNG PALM GROVE		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	2	DIRECTION:	S
DESCRIPTION:	INTERIOR ROAD AND NURSERY CONTAINER STORAGE		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	2	DIRECTION:	W
DESCRIPTION:	BOUNDARY ROAD AND ROADSIDE CANAL; POTTED PLANTS		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	3	DIRECTION:	
DESCRIPTION:	SLASH PINE		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	4	DIRECTION:	N
DESCRIPTION:	MIXED HARDWOODS AT NE CORNER		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	4	DIRECTION:	E
DESCRIPTION:	MIXED HARDWOODS AT NE CORNER & TOWER ACCESS SIGN.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	4	DIRECTION:	S
DESCRIPTION:	EASTERN BOUNDARY ROAD AND NURSERY PLANTS AT NE CORNER.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	4	DIRECTION:	W
DESCRIPTION:	NORTHERN BOUNDARY ROAD AND NURSERY PLANTS AT NE CORNER.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	5	DIRECTION:	W
DESCRIPTION:	MATURE PALMS		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	6	DIRECTION:	W
DESCRIPTION:	EASTERN BOUNDARY ROAD/POWERLINES AND MATURE PALMS		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	6	DIRECTION:	E
DESCRIPTION:	EASTERN BOUNDARY CANAL		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	6	DIRECTION:	S
DESCRIPTION:	EASTERN BOUNDARY ROAD/POWERLINES AND CANAL		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	6	DIRECTION:	W
DESCRIPTION:	INTERNAL ROAD		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	7	DIRECTION:	N
DESCRIPTION:	SE CORNER; POWERLINES AND CANAL WITH CONTROL STRUCTURE		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	7	DIRECTION:	E
DESCRIPTION:	SE CORNER; ROAD AND CANAL. FACING J. DICKINSON STATE PARK.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	7	DIRECTION:	S
DESCRIPTION:	SE CORNER: ROADSIDE CANAL WITH CULVERT. FACING STATE LAND.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	7	DIRECTION:	W
DESCRIPTION:	SE CORNER; ROAD AND CANAL WITH ELECTRICAL INFRASTRUCTURE.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	8	DIRECTION:	N
DESCRIPTION:	BOUNDARY ROAD AND CANAL WITH COMM. TOWERS AND I-95 N.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	8	DIRECTION:	E
DESCRIPTION:	MOWED AREA ADJACENT TO INTERSTATE WITH COMM. TOWERS.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	9	DIRECTION:	
DESCRIPTION:	EUCALYPTUS GROVE		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	10	DIRECTION:	N
DESCRIPTION:	INTERNAL ROAD AND CANAL WITH INFRASTRUCTURE; PALMS.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	10	DIRECTION:	E
DESCRIPTION:	INTERNAL ROAD; YOUNG PALMS		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	10	DIRECTION:	S
DESCRIPTION:	INTERNAL ROAD AND CANAL; POTTED TREES.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	10	DIRECTION:	W
DESCRIPTION:	INTERNAL ROAD; POTTED TREES AND PLANTED YOUNG PALMS.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	11	DIRECTION:	N
DESCRIPTION:	BOUNDARY ROAD AND CANAL.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	10	DIRECTION:	S
DESCRIPTION:	BOUNDARY ROAD AND CANAL; I-95 N.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



:PHOTO POINT:	11	DIRECTION:	W
DESCRIPTION:	BOUNDARY CANAL AND I-95 N WEIGH STATION.		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



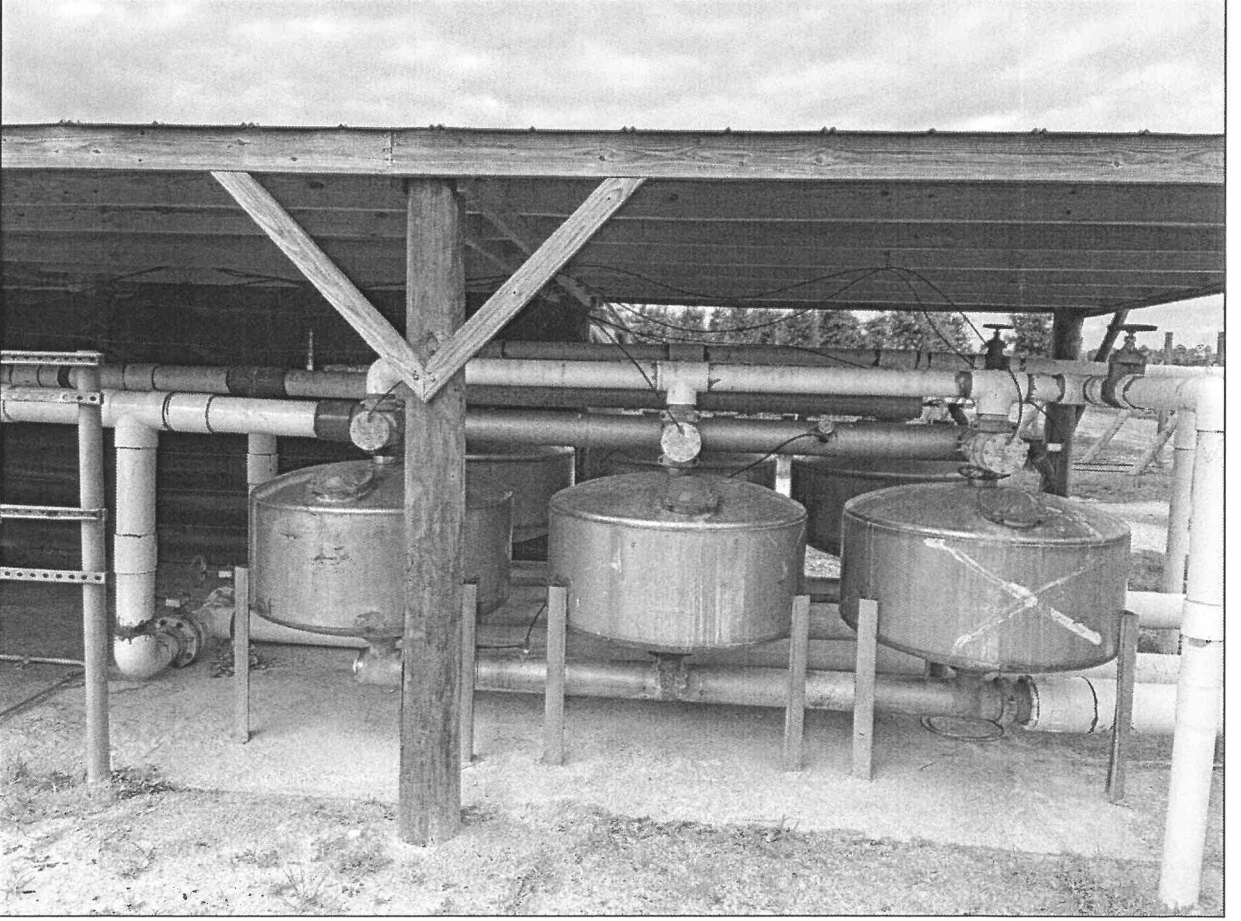
:PHOTO POINT:	12	DIRECTION:	
DESCRIPTION:	METAL BARN		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



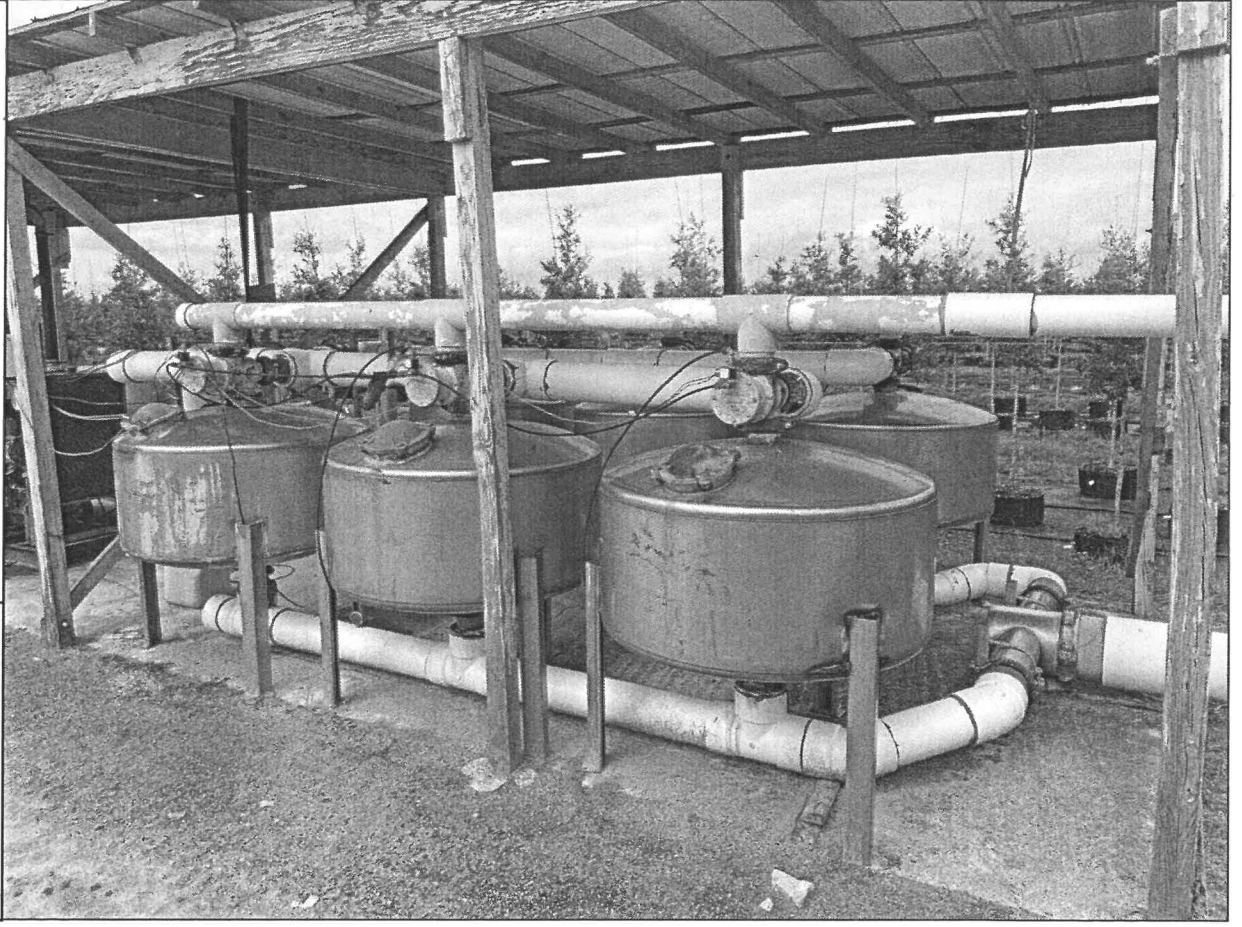
PHOTO POINT:	13	DIRECTION:
DESCRIPTION:	IRRIGATION SHED	
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA	
DATE:	April 3, 2022	



PHOTO POINT:	14	DIRECTION:
DESCRIPTION:	IRRIGATION SHED	
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA	
DATE:	April 3, 2022	



:PHOTO POINT:	15	DIRECTION:
DESCRIPTION:	IRRIGATION EQUIPMENT	
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA	
DATE:	April 3, 2022	



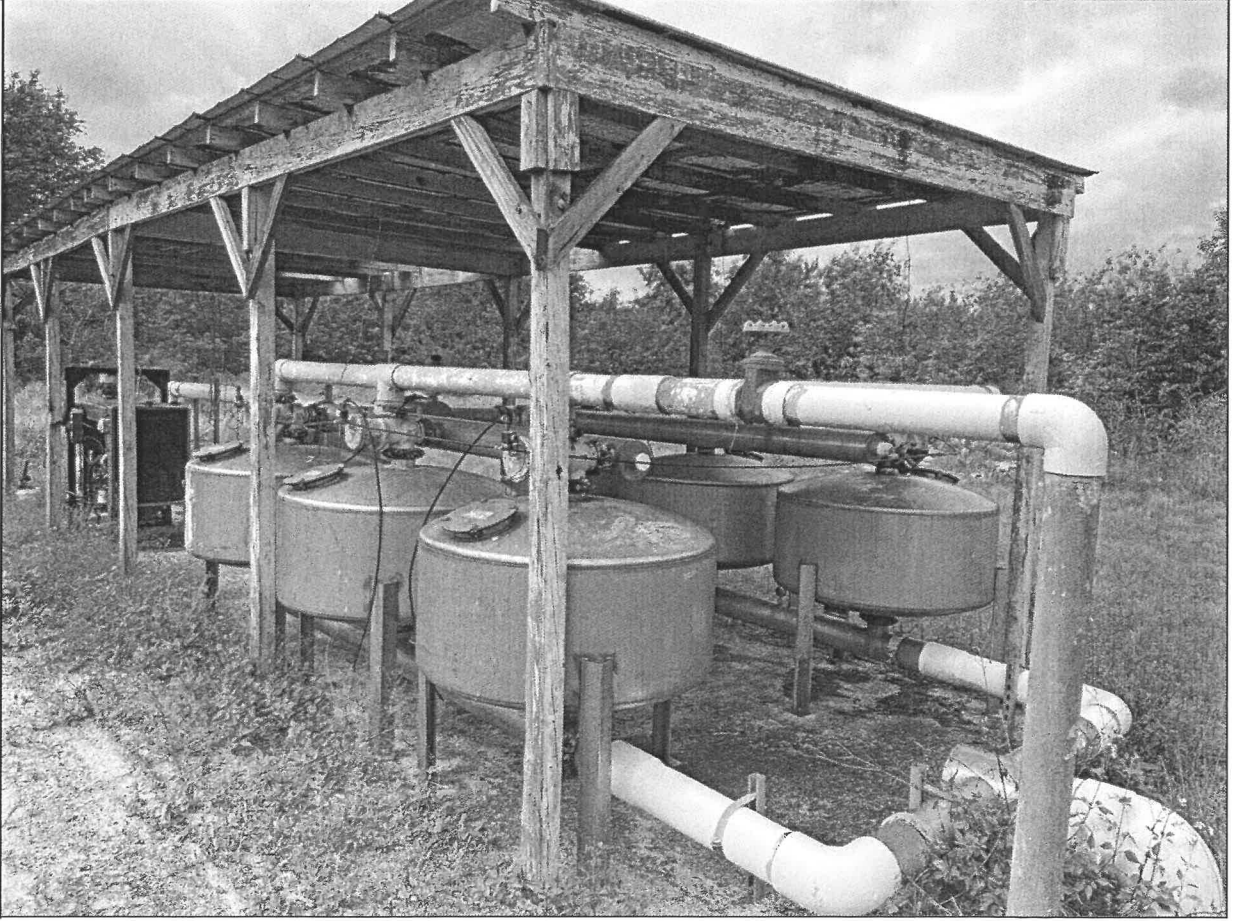
:PHOTO POINT:	16	DIRECTION:
DESCRIPTION:	IRRIGATION SHED	
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA	
DATE:	April 3, 2022	



:PHOTO POINT:	17	DIRECTION:
DESCRIPTION:	IRRIGATION STRUCTURE	
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA	
DATE:	April 3, 2022	



:PHOTO POINT:	18	DIRECTION:
DESCRIPTION:	IRRIGATION SHED	
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA	
DATE:	April 3, 2022	



:PHOTO POINT:	19	DIRECTION:
DESCRIPTION:	IRRIGATION STRUCTURE	
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA	
DATE:	April 3, 2022	



:PHOTO POINT:	20	DIRECTION:
DESCRIPTION:	IRRIGATION SHED	
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA	
DATE:	April 3, 2022	



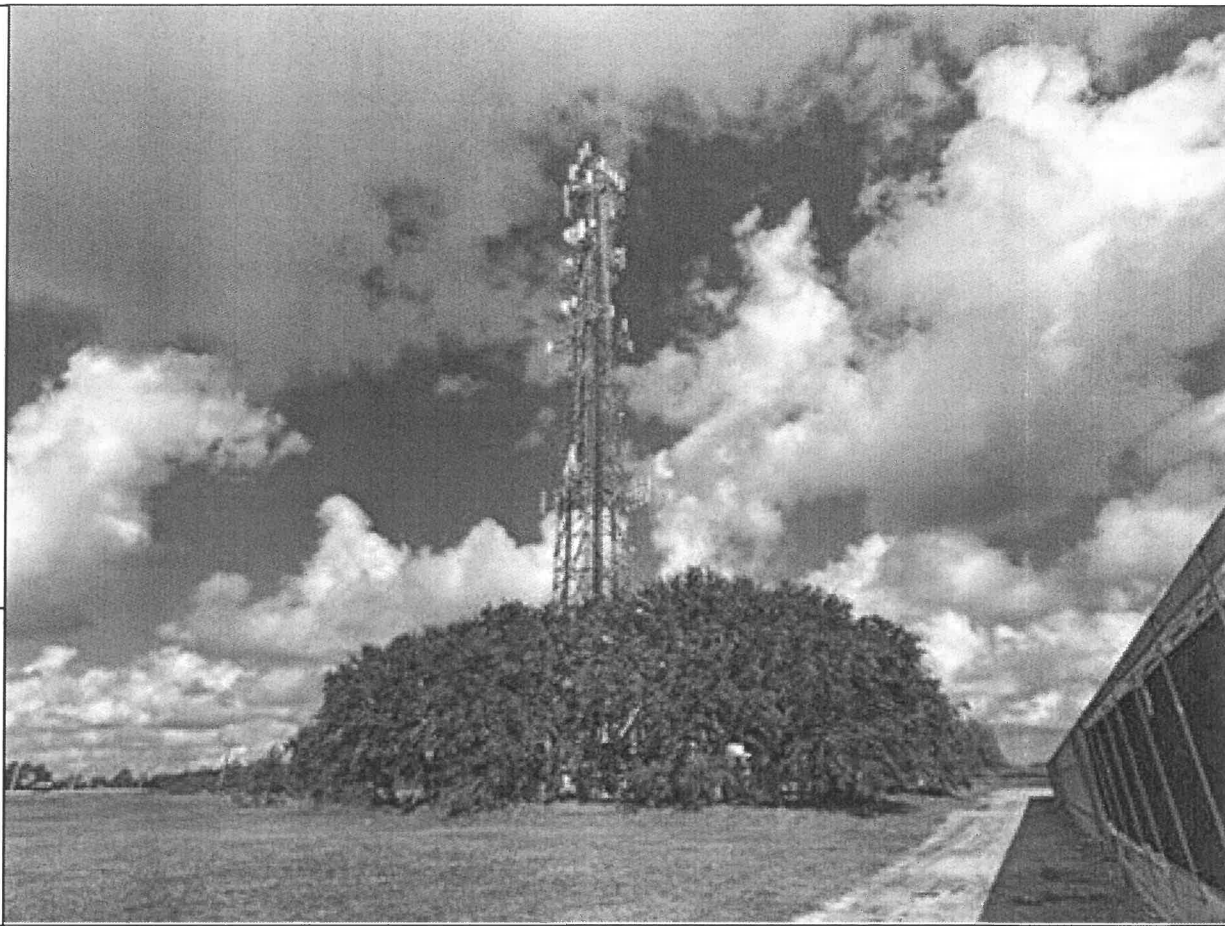
:PHOTO POINT:	21	DIRECTION:
DESCRIPTION:	EQUIPMENT STORAGE AND BARN	
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA	
DATE:	April 3, 2022	



:PHOTO POINT:	22	DIRECTION:
DESCRIPTION:	UTILITY STRUCTURES	
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA	
DATE:	April 3, 2022	



:PHOTO POINT:	23	DIRECTION:	
DESCRIPTION:	CELL TOWER		
PROPERTY:	BECKER B-14 GROVE CONSERVATION EASEMENT MARTIN COUNTY, FLORIDA		
DATE:	April 3, 2022		



APPENDIX 3

**THREATENED
AND ENDANGERED
SPECIES**



1018 Thomasville Road
 Suite 200-C
 Tallahassee, FL 32303
 850-224-8207
 850-681-9364 fax
 www.fnai.org

Florida Natural Areas Inventory Biodiversity Matrix Query Results

UNOFFICIAL REPORT

Created 11/21/2023

(Contact the FNAI Data Services Coordinator at 850.224.8207 or
 kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 6 Matrix Units: **67788 , 67789 , 67950 , 67951 , 68109 , 68110**

	<p>Descriptions</p> <p>DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.</p> <p>DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.</p> <p>LIKELY - The species or community is <i>known</i> to occur in this vicinity, and is considered likely within this Matrix Unit because:</p> <div style="border: 1px solid black; padding: 5px;"> <ol style="list-style-type: none"> 1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; <i>or</i> 2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit. </div> <p>POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.</p>
--	--

Matrix Unit ID: 67788

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

2 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Dryobates borealis</i> Red-cockaded Woodpecker	G3	S2	E, PT	FE
<i>Mycteria americana</i> Wood Stork	G4	S2	T	FT

Matrix Unit ID: 67789

0 **Documented** Elements Found

0 Documented-Historic Elements Found

2 Likely Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Mesic flatwoods</i>	G4	S4	N	N
<u><i>Mycteria americana</i></u> Wood Stork	G4	S2	T	FT

Matrix Unit ID: 67950

1 Documented Element Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Scrubby flatwoods</i>	G2	S2?	N	N

0 Documented-Historic Elements Found

2 Likely Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Mesic flatwoods</i>	G4	S4	N	N
<u><i>Mycteria americana</i></u> Wood Stork	G4	S2	T	FT

Matrix Unit ID: 67951

1 Documented Element Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Scrubby flatwoods</i>	G2	S2?	N	N

0 Documented-Historic Elements Found

2 Likely Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Mesic flatwoods</i>	G4	S4	N	N
<u><i>Mycteria americana</i></u> Wood Stork	G4	S2	T	FT

Matrix Unit ID: 68109

1 Documented Element Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Scrubby flatwoods</i>	G2	S2?	N	N

0 Documented-Historic Elements Found

2 Likely Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Mesic flatwoods</i>	G4	S4	N	N
<u><i>Mycteria americana</i></u> Wood Stork	G4	S2	T	FT

Matrix Unit ID: 68110**1 Documented** Element Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Scrubby flatwoods</i>	G2	S2?	N	N

0 Documented-Historic Elements Found**2 Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Mesic flatwoods</i>	G4	S4	N	N
<i>Mycteria americana</i> Wood Stork	G4	S2	T	FT

Matrix Unit IDs: 67788 , 67789 , 67950 , 67951 , 68109 , 68110**19 Potential** Elements Common to Any of the 6 Matrix Units

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Antigone canadensis pratensis</i> Florida Sandhill Crane	G5T2	S2	N	ST
<i>Athene cunicularia floridana</i> Florida Burrowing Owl	G4T3	S3	N	ST
<i>Chamaesyce cumulicola</i> sand-dune spurge	G2	S2	N	E
<i>Coelorachis tuberculosa</i> Piedmont jointgrass	G3	S3	N	T
<i>Conradina grandiflora</i> large-flowered rosemary	G3	S3	N	T
<i>Drymarchon couperi</i> Eastern Indigo Snake	G3	S2?	T	FT
<i>Elytraria caroliniensis</i> var. <i>angustifolia</i> narrow-leaved Carolina scalystem	G4T2	S2	N	N
<i>Gopherus polyphemus</i> Gopher Tortoise	G3	S3	C	ST
<i>Lechea cernua</i> nodding pinweed	G3	S3	N	T
<i>Linum carteri</i> var. <i>smallii</i> Small's flax	G2T2	S2	N	E
<i>Nemastylis floridana</i> celestial lily	G2	S2	N	E
<i>Peucaea aestivalis</i> Bachman's Sparrow	G3	S3	N	N
<i>Podomys floridanus</i> Florida Mouse	G3	S3	N	N
<i>Polygala smallii</i> tiny polygala	G1	S1	E	E
<i>Prosthechea cochleata</i> clamshe'll orchid	G4G5	S2	N	E
<i>Roystonea regia</i> Florida royal palm	G2G3	S2	N	E
<i>Sciurus niger niger</i> Southeastern Fox Squirrel	G5T5	S3	N	N
<i>Tolumnia bahamensis</i> dancing-lady orchid	G3	S1	N	E
<i>Trichomanes punctatum</i> ssp. <i>floridanum</i> Florida filmy fern	G4G5T1	S1	E	E

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a [Standard Data Request](#) option for those needing certifiable data.

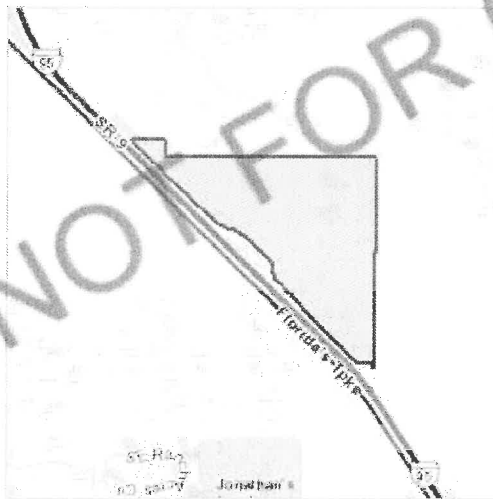
IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Martin County, Florida



Local office

Florida Ecological Services Field Office

☎ (772) 562-3909

📠 (772) 562-4288

✉ fw4flesregs@fws.gov

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Florida Bonneted Bat <i>Eumops floridanus</i> Wherever found There is proposed critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/8630	Endangered
Florida Panther <i>Puma (=Felis) concolor coryi</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1763	Endangered
Puma (=mountain Lion) <i>Puma (=Felis) concolor</i> (all subsp. except <i>coryi</i>) No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6049	SAT
Southeastern Beach Mouse <i>Peromyscus polionotus niveiventris</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/3951	Threatened

Birds

NAME	STATUS
Crested Caracara (audubon"s) [fl Dps] <i>Polyborus plancus audubonii</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8250	Threatened
Eastern Black Rail <i>Laterallus jamaicensis ssp. jamaicensis</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10477	Threatened

Everglade Snail Kite *Rostrhamus sociabilis plumbeus* Endangered
Wherever found
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
<https://ecos.fws.gov/ecp/species/7713>

Red-cockaded Woodpecker *Picoides borealis* Endangered
Wherever found
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/7614>

Wood Stork *Mycteria americana* Threatened
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/8477>

Reptiles

NAME

STATUS

American Alligator *Alligator mississippiensis* SAT
Wherever found
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/776>

Eastern Indigo Snake *Drymarchon couperi* Threatened
Wherever found
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/646>

Green Sea Turtle *Chelonia mydas* Threatened
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
<https://ecos.fws.gov/ecp/species/6199>

Hawksbill Sea Turtle *Eretmochelys imbricata* Endangered
Wherever found
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
<https://ecos.fws.gov/ecp/species/3656>

Leatherback Sea Turtle *Dermochelys coriacea* Endangered
Wherever found
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
<https://ecos.fws.gov/ecp/species/1493>

Loggerhead Sea Turtle *Caretta caretta* Threatened
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
<https://ecos.fws.gov/ecp/species/1110>

Insects

NAME	STATUS
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Florida Leafwing Butterfly *Anaea troglodyta floridalis* Endangered
Wherever found
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
<https://ecos.fws.gov/ecp/species/6652>

Miami Blue Butterfly *Cyclargus (=Hemiargus) thomasi bethunebakeri* Endangered
Wherever found
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/3797>

Monarch Butterfly *Danaus plexippus* Candidate
Wherever found
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/9743>

Flowering Plants

NAME	STATUS
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Beach Jacquemontia *Jacquemontia reclinata* Endangered
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/1277>

Four-petal Pawpaw *Asimina tetramera* Endangered
No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/3461>

Tiny Polygala Polygala smallii

Endangered

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/996>

Lichens

NAME

STATUS

Florida Perforate Cladonia Cladonia perforata

Endangered

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/7516>

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act¹ and the Migratory Bird Treaty Act².

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats³, should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide conservation measures for birds
<https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>

- Supplemental Information for Migratory Birds and Eagles in IPaC
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

There are bald and/or golden eagles in your project area.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME

BREEDING SEASON

Bald Eagle *Haliaeetus leucocephalus*

Breeds Sep 1 to Jul 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence ()

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week

12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.

3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

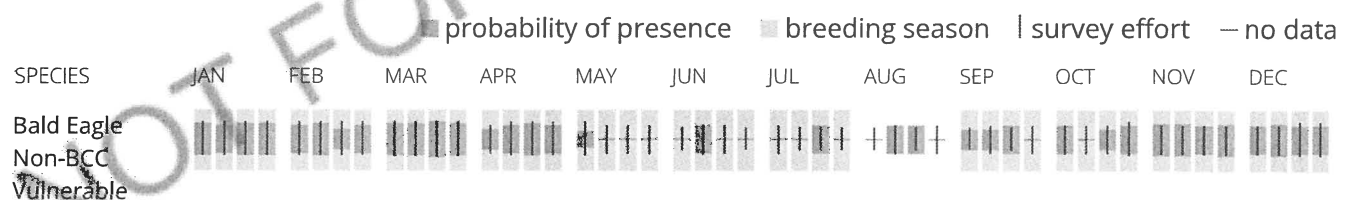
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply). To see a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs of bald and golden eagles in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur. Please contact your local Fish and Wildlife Service Field Office if you have questions.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats³ should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how

this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
<p>American Kestrel <i>Falco sparverius paulus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9587</p>	<p>Breeds Apr 1 to Aug 31</p>
<p>Bachman's Sparrow <i>Aimophila aestivalis</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6177</p>	<p>Breeds May 1 to Sep 30</p>
<p>Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.</p>	<p>Breeds Sep 1 to Jul 31</p>
<p>Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p>	<p>Breeds Mar 15 to Aug 25</p>
<p>Great Blue Heron <i>Ardea herodias occidentalis</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA</p>	<p>Breeds Jan 1 to Dec 31</p>

King Rail <i>Rallus elegans</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8936	Breeds May 1 to Sep 5
Lesser Yellowlegs <i>Tringa flavipes</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Magnificent Frigatebird <i>Fregata magnificens</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Oct 1 to Apr 30
Painted Bunting <i>Passerina ciris</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Apr 25 to Aug 15
Prairie Warbler <i>Dendroica discolor</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 1 to Jul 31
Red-headed Woodpecker <i>Melanerpes erythrocephalus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10
Reddish Egret <i>Egretta rufescens</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/7617	Breeds Mar 1 to Sep 15
Ruddy Turnstone <i>Arenaria interpres morinella</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere
Short-billed Dowitcher <i>Limnodromus griseus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere

Swallow-tailed Kite *Elanoides forficatus*

Breeds Mar 10 to Jun 30

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
<https://ecos.fws.gov/ecp/species/8938>

Willet *Tringa semipalmata*

Breeds Apr 20 to Aug 5

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

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2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season ()

APPENDIX 4
B O U N D A R Y
S U R V E Y

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND FOR A CONSERVATION EASEMENT LYING IN SECTIONS 2,3,11,12,13, TOWNSHIP 40 SOUTH, RANGE 41 EAST, AND A PORTION OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ALL LYING IN MARTIN COUNTY, FLORIDA:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 39S, RANGE 41E, MARTIN COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION CORNER AND ALONG THE EAST LINE OF THE SAID SECTION 34, SOUTH 00° 14'51" WEST FOR 50.00 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SE BRIDGE ROAD (S.R. 708), FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT NUMBER 0951 570 I, SECTION 89510-2602, SAID POINT ALSO BE THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00° 14'51" WEST ALONG SAID SECTION LINE FOR 5227.13 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 40S, RANGE 41 E, MARTIN COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION CORNER AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, SOUTH 89° 52'53" EAST FOR 2655.93 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 2; THENCE DEPARTING SAID NORTH QUARTER CORNER AND ALONG THE QUARTER SECTION LINE OF SAID SECTION 2, SOUTH 00° 07'00" WEST FOR 5242.85 FEET TO SOUTH QUARTER CORNER OF SAID SECTION 2, SAID POINT ALSO BEING THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 40S, RANGE 41 E, MARTIN COUNTY, FLORIDA; THENCE DEPARTING SAID QUARTER CORNER AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, NORTH 89° 54'12" EAST FOR 2662.07 FEET TO THE NORTHEAST CORNER OF SAID SECTION 11, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 40S, RANGE 41E, MARTIN COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION CORNER AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, NORTH 89° 06'54" EAST FOR 2648.45 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE NORTH 89° 07'16" EAST, DEPARTING SAID QUARTER CORNER AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, FOR 2648.69 FEET TO THE NORTHEAST CORNER OF SAID SECTION 12; THENCE DEPARTING SAID SECTION CORNER AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, SOUTH 00° 07'08" WEST FOR 2647.42 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 12; THENCE DEPARTING SAID QUARTER CORNER AND ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, SOUTH 00° 07'35" WEST FOR 2647.25 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 40S, RANGE 41E, MARTIN COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION CORNERS AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, SOUTH 00° 12'47" WEST FOR 2656.10 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 13; THENCE DEPARTING SAID QUARTER CORNER AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, SOUTH 89° 30'28" WEST FOR 77.01 FEET; THENCE DEPARTING SAID SOUTH QUARTER SECTION LINE, NORTH 00° 12'47" EAST FOR 194.02 FEET; THENCE SOUTH 89° 30'28" WEST, FOR 581.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HOBE-ST. LUCIE CONSERVANCY DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 2433, PAGE 0810, TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 11,769.16 FEET, WHERE THE RADIAL LINE BEARS SOUTH 46° 34'29" WEST; THENCE NORTHWESTERLY 518.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 31'32"; THENCE RUN NORTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY OF SAID HOBE-ST. LUCIE CONSERVANCY DISTRICT FOR THE FOLLOWING 50 COURSES AND DISTANCES: THENCE NORTH 45° 57'07" WEST, A DISTANCE OF 887.30 FEET; THENCE NORTH 47° 15'33" WEST, A DISTANCE OF 192.80 FEET; THENCE NORTH 47° 15'13" WEST, A DISTANCE OF 70.20 FEET; THENCE NORTH 45° 57'07" WEST, A DISTANCE OF 716.40 FEET; THENCE NORTH 41° 57'00" WEST, A DISTANCE OF 952.48 FEET; THENCE NORTH 13° 49'13" WEST, A DISTANCE OF 36.10 FEET; THENCE NORTH 45° 11'32" WEST, A DISTANCE OF 15.68 FEET; THENCE NORTH 50° 40'37" WEST, A DISTANCE OF 83.82 FEET; THENCE NORTH 49° 35'11" WEST, A DISTANCE OF 140.84 FEET; THENCE NORTH 43° 20'01" WEST, A DISTANCE OF 236.66 FEET;

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK.

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JOB No.:	DRAWN BY:	BY:	DATE:	REVISIONS
20-1031	SC	SC	6/10/24	REVISED PER COMMENTS
	APPROVED BY:	SC	6/28/24	REVISED PER COMMENTS
	F.N.G.	SC	7/16/24	REVISED PER COMMENTS
	SCALE:			
	NONE			
SHEET:	DATE:			
1 OF 9	4/03/24			
	FIELD BOOK PAGES			
	N/A			

LEGAL DESCRIPTION
FOR A CONSERVATION EASEMENT
FOR BECKER B-14 GROVE



VELCON
ENGINEERING &
SURVEYING, LLC.

1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477

CERTIFICATE OF AUTHORIZATION NO. LB 8206

LEGAL DESCRIPTION

THENCE NORTH 48°27'19" WEST, A DISTANCE OF 154.77 FEET; THENCE NORTH 45°11'51" WEST, A DISTANCE OF 296.23 FEET; THENCE NORTH 40°46'37" WEST, A DISTANCE OF 111.02 FEET; THENCE NORTH 28°28'25" WEST, A DISTANCE OF 106.66 FEET; THENCE NORTH 09°09'05" WEST, A DISTANCE OF 125.64 FEET; THENCE NORTH 02°22'21" WEST, A DISTANCE OF 141.46 FEET; THENCE NORTH 08°24'46" WEST, A DISTANCE OF 121.22 FEET; THENCE NORTH 25°57'06" WEST, A DISTANCE OF 65.76 FEET; THENCE NORTH 29°30'13" WEST, A DISTANCE OF 54.71 FEET; THENCE NORTH 39°24'39" WEST, A DISTANCE OF 179.94 FEET; THENCE NORTH 45°57'21" WEST, A DISTANCE OF 288.66 FEET; THENCE NORTH 50°39'50" WEST, A DISTANCE OF 146.30 FEET; THENCE NORTH 36°39'01" WEST, A DISTANCE OF 74.43 FEET; THENCE NORTH 45°57'20" WEST, A DISTANCE OF 302.24 FEET; THENCE NORTH 49°12'35" WEST, A DISTANCE OF 98.72 FEET; THENCE NORTH 40°52'23" WEST, A DISTANCE OF 60.49 FEET; THENCE NORTH 45°53'09" WEST, A DISTANCE OF 251.19 FEET; THENCE NORTH 53°02'19" WEST, A DISTANCE OF 87.62 FEET; THENCE NORTH 57°39'20" WEST, A DISTANCE OF 47.37 FEET; THENCE NORTH 60°11'02" WEST, A DISTANCE OF 47.55 FEET; THENCE NORTH 64°57'12" WEST, A DISTANCE OF 264.24 FEET; THENCE NORTH 64°49'16" WEST, A DISTANCE OF 54.96 FEET; THENCE NORTH 64°57'12" WEST, A DISTANCE OF 63.10 FEET; THENCE NORTH 65°01'32" WEST, A DISTANCE OF 118.45 FEET; THENCE NORTH 64°57'12" WEST, A DISTANCE OF 262.97 FEET; THENCE NORTH 66°13'43" WEST, A DISTANCE OF 221.18 FEET; THENCE NORTH 64°57'10" WEST, A DISTANCE OF 86.75 FEET; THENCE NORTH 47°12'00" WEST, A DISTANCE OF 437.51 FEET; THENCE NORTH 60°24'50" WEST, A DISTANCE OF 43.73 FEET; THENCE NORTH 47°11'58" WEST, A DISTANCE OF 715.98 FEET; THENCE NORTH 45°57'07" WEST, A DISTANCE OF 324.50 FEET; THENCE NORTH 46°02'22" WEST, A DISTANCE OF 68.94 FEET; THENCE NORTH 45°57'07" WEST, A DISTANCE OF 94.45 FEET; THENCE SOUTH 44°02'49" WEST, A DISTANCE OF 3.36 FEET; THENCE NORTH 45°57'07" WEST, A DISTANCE OF 947.27 FEET; THENCE NORTH 45°57'30" WEST, A DISTANCE OF 138.24 FEET; THENCE NORTH 45°57'08" WEST, A DISTANCE OF 648.59 FEET; THENCE NORTH 45°56'23" WEST, A DISTANCE OF 107.50 FEET; THENCE NORTH 45°57'07" WEST, A DISTANCE OF 792.17 FEET; THENCE NORTH 45°57'07" WEST, A DISTANCE OF 108.10 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY, SOUTH 89°52'53" EAST FOR 1165.26 FEET; THENCE NORTH 00°07'00" EAST FOR 4490.70 FEET; THENCE NORTH 89°52'53" WEST FOR 2526.32 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT BEING SOUTH 00°17'13" WEST AND 130.00 FEET FROM SAID NORTHWEST CORNER OF SECTION 2; THENCE DEPARTING SAID QUARTER SECTION LINE, NORTH 89°54'11" WEST FOR 130.00 FEET; THENCE NORTH 00°17'13" EAST, A DISTANCE OF 130.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID QUARTER SECTION LINE, NORTH 00°14'51" EAST FOR 5226.79 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY OF SE BRIDGE ROAD; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89°56'40" EAST A DISTANCE OF 130.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 846.41 ACRES MORE OR LESS.

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AND ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK.

JOB No.:	DRAWN BY: SC	BY:	DATE:	REVISIONS
20-1031	APPROVED BY: F.N.G.	SC	6/10/24	REVISED PER COMMENTS
SHEET:	SCALE: NONE	SC	6/28/24	REVISED PER COMMENTS
2 OF 9	DATE: 4/03/24	SC	7/16/24	REVISED PER COMMENTS
	FIELD BOOK/PAGES N/A			

LEGAL DESCRIPTION
FOR A CONSERVATION EASEMENT
FOR BECKER B-14 GROVE



VELCON
ENGINEERING &
SURVEYING, LLC.

1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477
CERTIFICATE OF AUTHORIZATION NO. LB 8206

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DESCRIPTION CALL TABLE

LS-42 N 89°54'11" W	130.00'
LS-43 N 00°17'13" E	130.00'

SE BRIDGE ROAD (S.R. 708)

(R/W VARIES)
FDOT R/W MAP,
PROJECT NUMBER 0951 570 I,
SECTION 89510-2602,
DATED MAY 1968

P.O.C.
NE COR SEC 34
TWP 39S, RGE 41E
N 89°56'40" E
130.00'

NORTH LINE SECTION 35

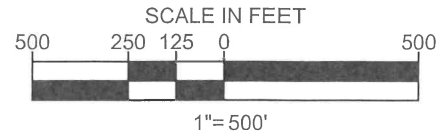
SOUTHERLY R/W LINE
SE BRIDGE ROAD

P.O.B.

EAST LINE OF
SECTION 34

CONSERVATION
EASEMENT
846.4 ACRES±

WEST 1/2
SECTION 35
TOWNSHIP 39S
RANGE 41E



PCN:
35-39-41-000-001-00000-6
ORB 2297, PG 1393

N 1/4 COR
SEC 2, TWP 40S, RGE 41E

34-39-41-000-001-00000-9
ORB 2849, PG 2155
PCN:
EAST 1/2
SECTION 34
TOWNSHIP 39S
RANGE 41E
N 00°14'51" E
5226.79'
50' EASEMENT
ORB 2401, PG 2751

S 00°14'51" W
5227.13'

25' EASEMENT
ORB 2482, PG 2672
ORB 2432, PG 871

25' EASEMENT
ORB 2771, PG 445
ORB 2858, PG 477
ORB 3036, PG 1720

SW COR
SEC 34, TWP 39S, RGE 41E
NW COR
SEC 2, TWP 40S, RGE 41E

NORTH LINE OF THE NW
1/4 OF SEC 2

S 89°52'53" E 2655.93'

N 89°52'53" W 2526.32'
PCN:
02-40-41-000-000-00020-2

25' EASEMENT
ORB 2482, PG 2672

25' EASEMENT
ORB 2771, PG 445
ORB 2858, PG 477
ORB 3036, PG 1720
ORB 2432, PG 871

25' EASEMENT
ORB 2432, PG 871
50' EASEMENT
ORB 2401, PG 2751

WEST 1/2
SECTION 2
TOWNSHIP 40S
RANGE 41E

WEST LINE OF THE NW 1/4,
SECTION 2

03-40-41-000-000-00020-0
PCN:
LS-43
LS-42
NE 1/4
SECTION 3
TOWNSHIP 40S
RANGE 41E

QUARTER LINE SEC 2
S 00°07'00" W
5242.85'
PCN:
02-40-41-000-000-00010-4
ORB 2297, PG 1393
N 00°07'00" E
4490.70'

(SEE PAGE 4)

LEGEND

- COR = CORNER
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- LS-42 = LINE SEGMENT
- ORB = OFFICIAL RECORD BOOK
- PCN = PARCEL CONTROL NUMBER
- PG = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- RGE = RANGE
- R/W = RIGHT OF WAY
- SEC = SECTION
- TWP = TOWNSHIP
- S.R. = STATE ROAD

SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 40 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID LINE BEARS N 89°07'16" E.

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

NOT VALID WITHOUT PAGES 1, 2, AND 4-9 OF 9.

THIS IS NOT A BOUNDARY SURVEY.

REFERENCE INFORMATION FROM BOUNDARY SURVEY PREPARED FOR GROVE B-14 GROVE LTD, BY VELCON ENGINEERING & SURVEYING, LLC.; DATED 3/14/24.

JOB No.:	DRAWN BY:	BY:	DATE:	REVISIONS
20-1031	SC	SC	6/10/24	REVISED PER COMMENTS
	APPROVED BY:	SC	6/28/24	REVISED PER COMMENTS
	F.N.G.	SC	7/16/24	REVISED PER COMMENTS
SHEET:	SCALE:			
	1"=500'			
	DATE:			
	4/03/24			
	FIELD BOOK/PAGES			
	N/A			

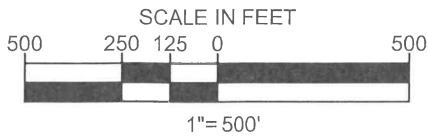
**SKETCH OF LEGAL DESCRIPTION
FOR A CONSERVATION EASEMENT
FOR BECKER B-14 GROVE**



VELCON
ENGINEERING &
SURVEYING, LLC.

1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477

CERTIFICATE OF AUTHORIZATION NO. LB 8206



WEST 1/2
SECTION 2
TOWNSHIP 40S
RANGE 41E

PCN:
02-40-41-000-000-00020-2

N 1/4 COR
SEC 2, TWP 40S, RGE 41E

L-37
(ORB 2357, PG 631)

PCN:
02-40-41-000-000-00010-4
ORB 2297, PG 1393

S 00°07'00" W 5242.85'

EAST 1/2
SECTION 2
TOWNSHIP 40S
RANGE 41E

N 00°07'00" E 4490.70'

(SEE PAGE 3)

PCN:
02-40-41-000-000-00030-0
ORB 1684, PG 1237

QUARTER SECTION LINE
SECTION 2

25' EASEMENT
ORB 2482, PG 2672

NORTH LINE OF THE NE
1/4 OF SECTION 11

S 89°52'53" E
1165.26'

S 1/4 COR
SEC 2, TWP 40S, RGE 41E

N 1/4 COR
SEC 11, TWP 40S, RGE 41E

CONSERVATION
EASEMENT
846.4 ACRES±

(ORB 2357, PG 631)

N 89°54'12" E 2662.07'

25' EASEMENT

ORB 2771, PG 445

ORB 2858, PG 477

ORB 3036, PG 1720

ORB 2432, PG 871

10' EASEMENT

ORB 2357, PG 1656

70' CANAL L-30
ORB 2191, PG 2128

N 45°57'07" W 792.17'

PCN:

02-40-41-000-000-00050-5

N 45°57'08" W 648.59'

PARCEL 101
(ORB 867, PG 934)

EASTERLY RIGHT OF WAY LINE
OF HOBE - ST. LUCIE
CONSERVANCY DISTRICT
(ORB 2433, PG 0810)

DESCRIPTION CALL TABLE

LS-39	N 45°57'30" W	138.24'
LS-40	N 45°56'23" W	107.50'
LS-41	N 45°57'07" W	108.10'

PCN:
11-40-41-000-000-00032-0
ORB 2433 PG 810

N 45°57'07" W 947.27'

10' EASEMENT
ORB 2357, PG 657

SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 40 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID LINE BEARS N 89°07'16" E.

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NOT VALID WITHOUT PAGES 1-3 AND 5-9 OF 9.

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LEGEND

- COR = CORNER
- LS-39 = LINE SEGMENT
- ORB = OFFICIAL RECORD BOOK
- PCN = PARCEL CONTROL NUMBER
- PG = PAGE
- RGE = RANGE
- SEC = SECTION
- TWP = TOWNSHIP

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20-1031	SC	SC	6/10/24	REVISED PER COMMENTS
	APPROVED BY:	SC	6/28/24	REVISED PER COMMENTS
	F.N.G.			
	SCALE:	SC	7/16/24	REVISED PER COMMENTS
	1"=500'			
SHEET:	DATE:			
4 OF 9	4/03/24			
	FIELD BOOK/PAGES			
	N/A			

SKETCH OF LEGAL DESCRIPTION FOR A CONSERVATION EASEMENT FOR BECKER B-14 GROVE



VELCON
ENGINEERING &
SURVEYING, LLC.

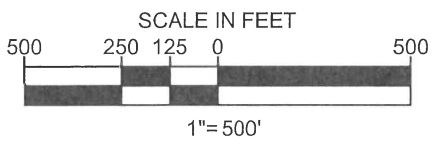
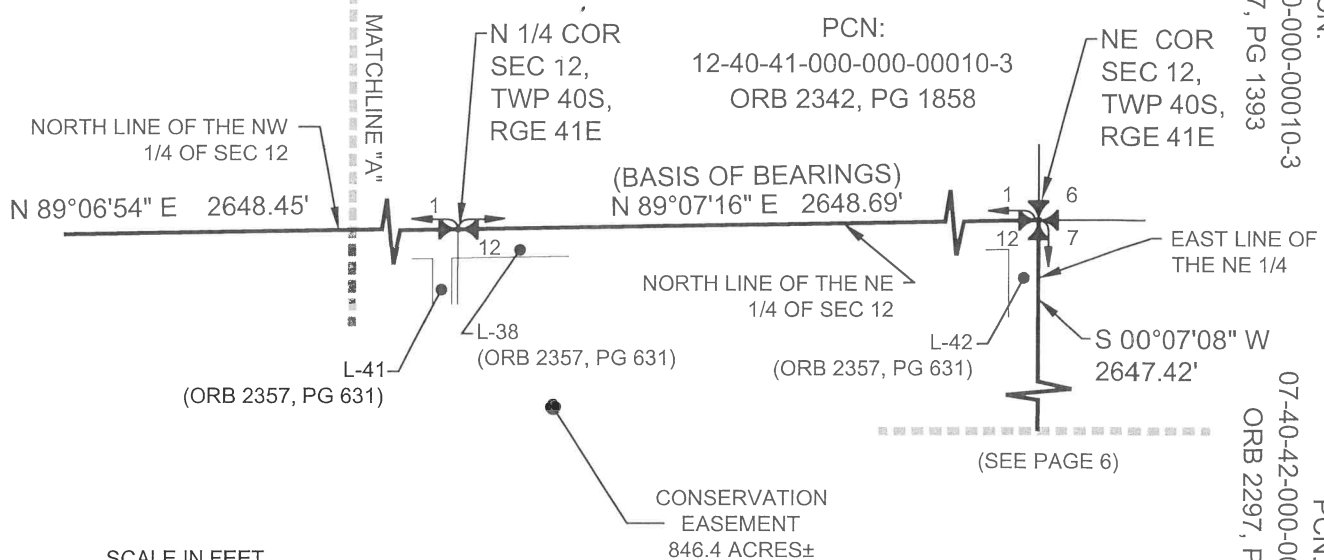
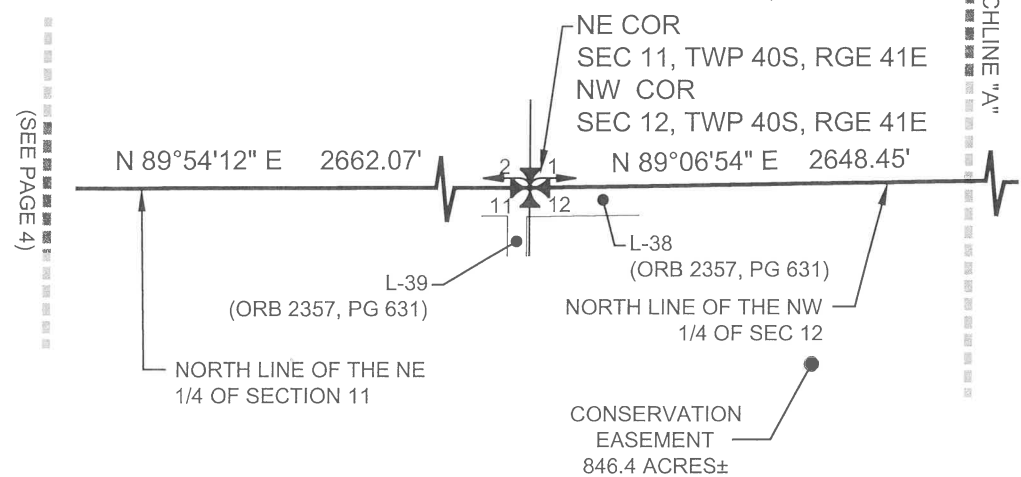
1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477
CERTIFICATE OF AUTHORIZATION NO. LB 8206

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PCN: 02-40-41-000-000-00010-4 ORB 2297, PG 1393

PCN: 01-40-41-000-000-00010-6 ORB 2297, PG 1393



PCN: 06-40-42-000-000-00010-3 ORB 2297, PG 1393

PCN: 12-40-41-000-000-00010-3 ORB 2342, PG 1858

PCN: 07-40-42-000-000-00010-1 ORB 2297, PG 1393

SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 40 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID LINE BEARS N 89°07'16" E.

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

NOT VALID WITHOUT PAGES 1-4 AND 6-9 OF 9.

THIS IS NOT A BOUNDARY SURVEY.

REFERENCE INFORMATION FROM BOUNDARY SURVEY PREPARED FOR GROVE B-14 GROVE LTD, BY VELCON ENGINEERING & SURVEYING, LLC.; DATED 3/14/24.

LEGEND

- COR = CORNER
- ORB = OFFICIAL RECORD BOOK
- PCN = PARCEL CONTROL NUMBER
- PG = PAGE
- RGE = RANGE
- SEC = SECTION
- TWP = TOWNSHIP

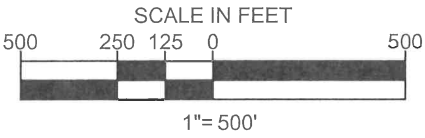
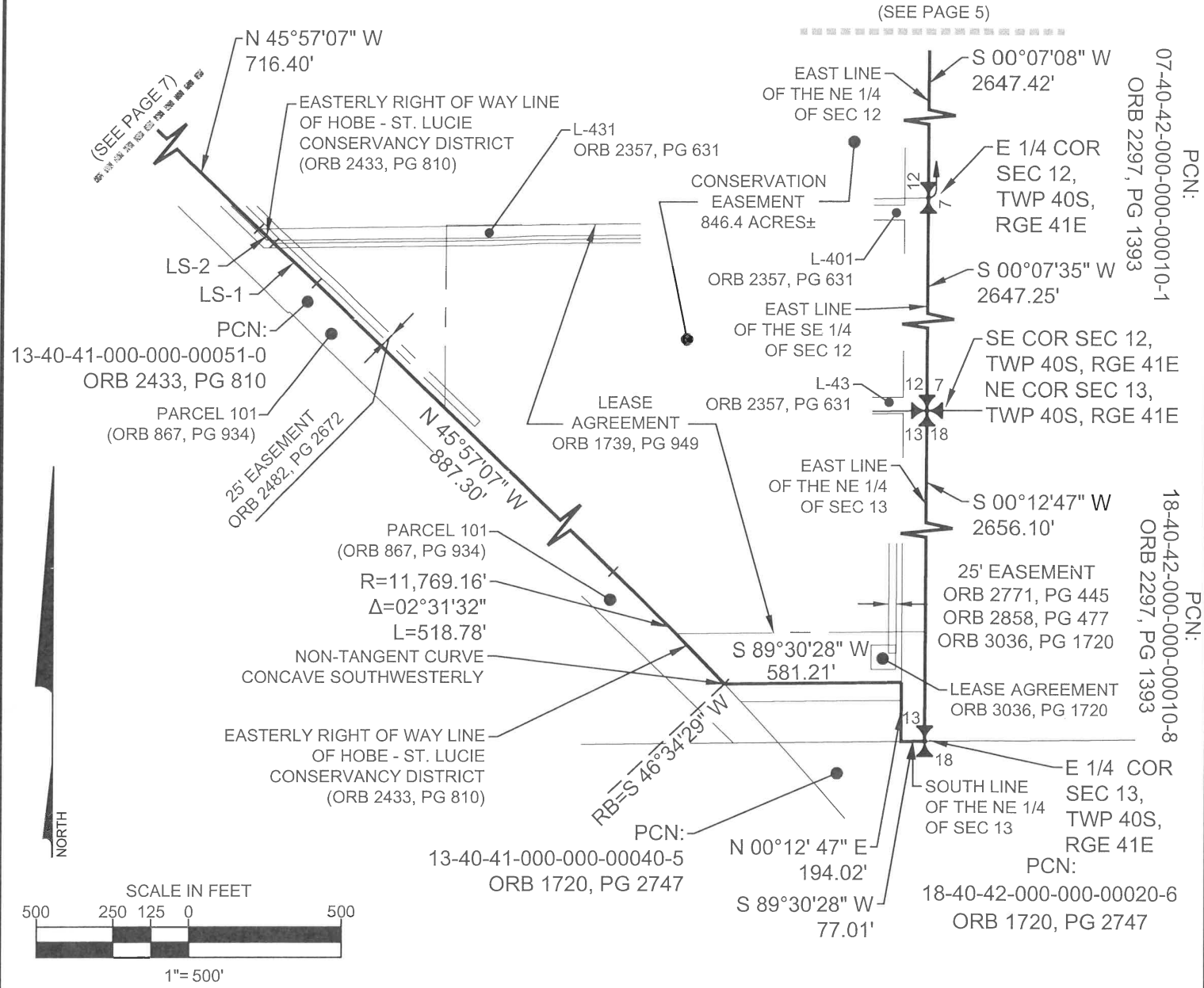
JOB No.:	DRAWN BY:	BY:	DATE:	REVISIONS
20-1031	SC	SC	6/10/24	REVISED PER COMMENTS
	APPROVED BY:	SC	6/28/24	REVISED PER COMMENTS
	F.N.G.	SC	7/16/24	REVISED PER COMMENTS
SHEET:	SCALE:			
5 OF 9	1"=500'			
	DATE:			
	4/03/24			
	FIELD BOOK/PAGES			
	N/A			

SKETCH OF LEGAL DESCRIPTION FOR A CONSERVATION EASEMENT FOR BECKER B-14 GROVE

VELCON
ENGINEERING & SURVEYING, LLC.

1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477
CERTIFICATE OF AUTHORIZATION NO. LB 8206

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DESCRIPTION CALL TABLE

LS-1	N 47°15'33" W	192.80'
LS-2	N 47°15'13" W	70.20'

LEGEND

- COR = CORNER
- L = LENGTH OF CURVE
- LS-1 = LINE SEGMENT
- ORB = OFFICIAL RECORD BOOK
- PCN = PARCEL CONTROL NUMBER
- PG = PAGE
- R = RADIUS OF CURVE
- RGE = RANGE
- RB = RADIAL BEARING
- SEC = SECTION
- TWP = TOWNSHIP
- Δ = DELTA OF CURVE

SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 40 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID LINE BEARS N 89°07'16" E.

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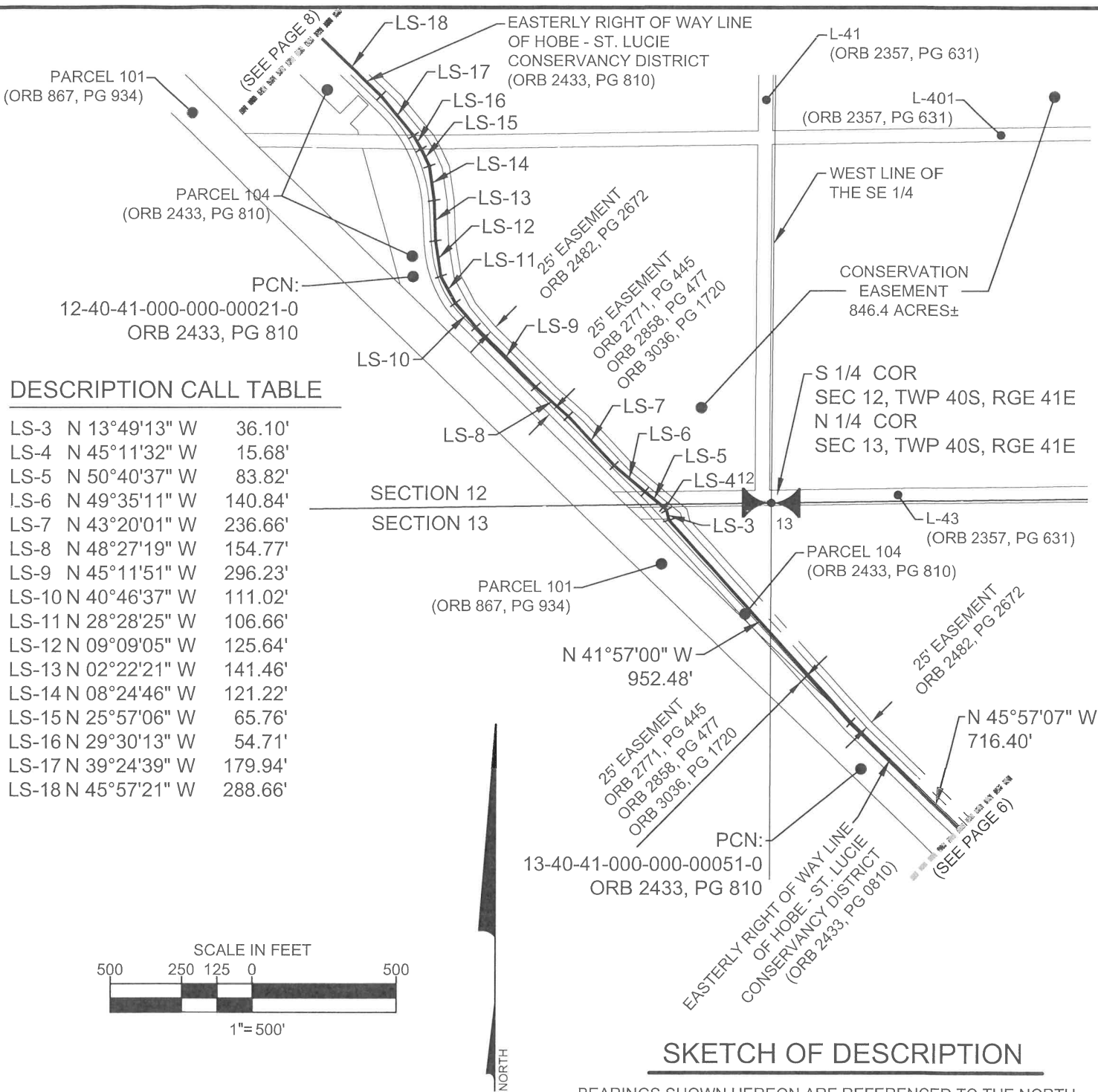
JOB No.:	DRAWN BY:	BY:	DATE:	REVISIONS
20-1031	SC	SC	6/10/24	REVISED PER COMMENTS
	APPROVED BY:	SC	6/28/24	REVISED PER COMMENTS
	F.N.G.	SC	7/16/24	REVISED PER COMMENTS
SHEET:	SCALE:			
6 OF 9	1"=500'			
	DATE:			
	4/03/24			
	FIELD BOOK/PAGES			
	N/A			

SKETCH OF LEGAL DESCRIPTION FOR A CONSERVATION EASEMENT FOR BECKER B-14 GROVE

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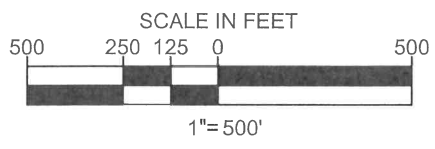
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DESCRIPTION CALL TABLE

LS-3	N 13°49'13" W	36.10'
LS-4	N 45°11'32" W	15.68'
LS-5	N 50°40'37" W	83.82'
LS-6	N 49°35'11" W	140.84'
LS-7	N 43°20'01" W	236.66'
LS-8	N 48°27'19" W	154.77'
LS-9	N 45°11'51" W	296.23'
LS-10	N 40°46'37" W	111.02'
LS-11	N 28°28'25" W	106.66'
LS-12	N 09°09'05" W	125.64'
LS-13	N 02°22'21" W	141.46'
LS-14	N 08°24'46" W	121.22'
LS-15	N 25°57'06" W	65.76'
LS-16	N 29°30'13" W	54.71'
LS-17	N 39°24'39" W	179.94'
LS-18	N 45°57'21" W	288.66'



SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 40 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID LINE BEARS N 89°07'16" E.

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NOT VALID WITHOUT PAGES 1-6, 8 AND 9 OF 9.

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REFERENCE INFORMATION FROM BOUNDARY SURVEY PREPARED FOR GROVE B-14 GROVE LTD, BY VELCON ENGINEERING & SURVEYING, LLC.; DATED 3/14/24.

LEGEND

- COR = CORNER
- LS-3 = LINE INFORMATION
- ORB = OFFICIAL RECORD BOOK
- PCN = PARCEL CONTROL NUMBER
- PG = PAGE
- RGE = RANGE
- SEC = SECTION
- TWP = TOWNSHIP

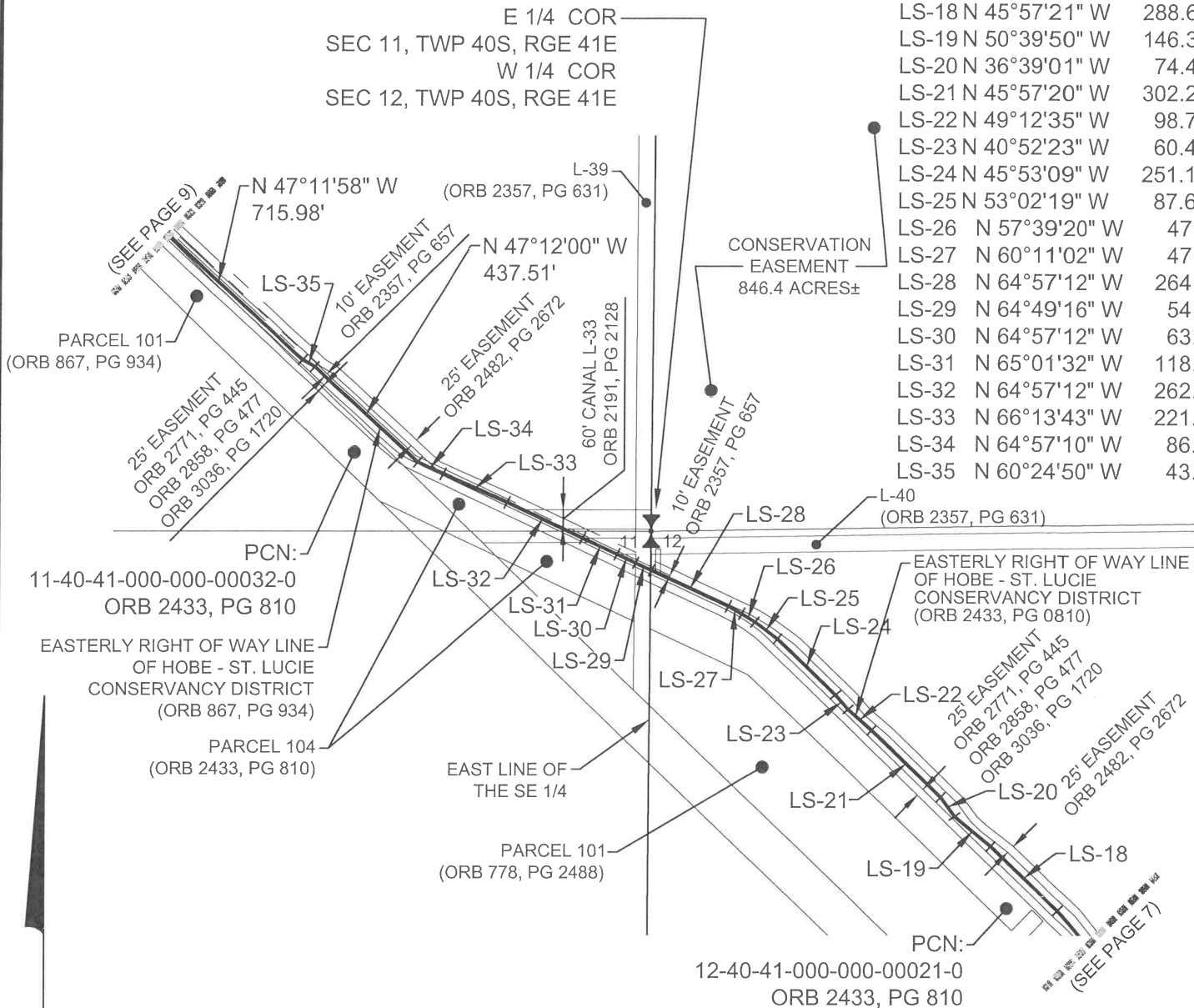
JOB No.:	DRAWN BY:	BY:	DATE:	REVISIONS
20-1031	SC	SC	6/10/24	REVISED PER COMMENTS
	APPROVED BY:			
	F.N.G.	SC	6/28/24	REVISED PER COMMENTS
SHEET:	SCALE:			
	1"=500'	SC	7/16/24	REVISED PER COMMENTS
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	4/03/24			
	FIELD BOOK/PAGES			
	N/A			

SKETCH OF LEGAL DESCRIPTION FOR A CONSERVATION EASEMENT FOR BECKER B-14 GROVE

VELCON
ENGINEERING & SURVEYING, LLC.
1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477
CERTIFICATE OF AUTHORIZATION NO. LB 8206

DESCRIPTION CALL TABLE

LS-18	N 45°57'21" W	288.66'
LS-19	N 50°39'50" W	146.30'
LS-20	N 36°39'01" W	74.43'
LS-21	N 45°57'20" W	302.24'
LS-22	N 49°12'35" W	98.72'
LS-23	N 40°52'23" W	60.49'
LS-24	N 45°53'09" W	251.19'
LS-25	N 53°02'19" W	87.62'
LS-26	N 57°39'20" W	47.37'
LS-27	N 60°11'02" W	47.55'
LS-28	N 64°57'12" W	264.24'
LS-29	N 64°49'16" W	54.96'
LS-30	N 64°57'12" W	63.10'
LS-31	N 65°01'32" W	118.45'
LS-32	N 64°57'12" W	262.97'
LS-33	N 66°13'43" W	221.18'
LS-34	N 64°57'10" W	86.75'
LS-35	N 60°24'50" W	43.73'



SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 40 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID LINE BEARS N 89°07'16" E.

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- PG = PAGE
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- SEC = SECTION
- TWP = TOWNSHIP

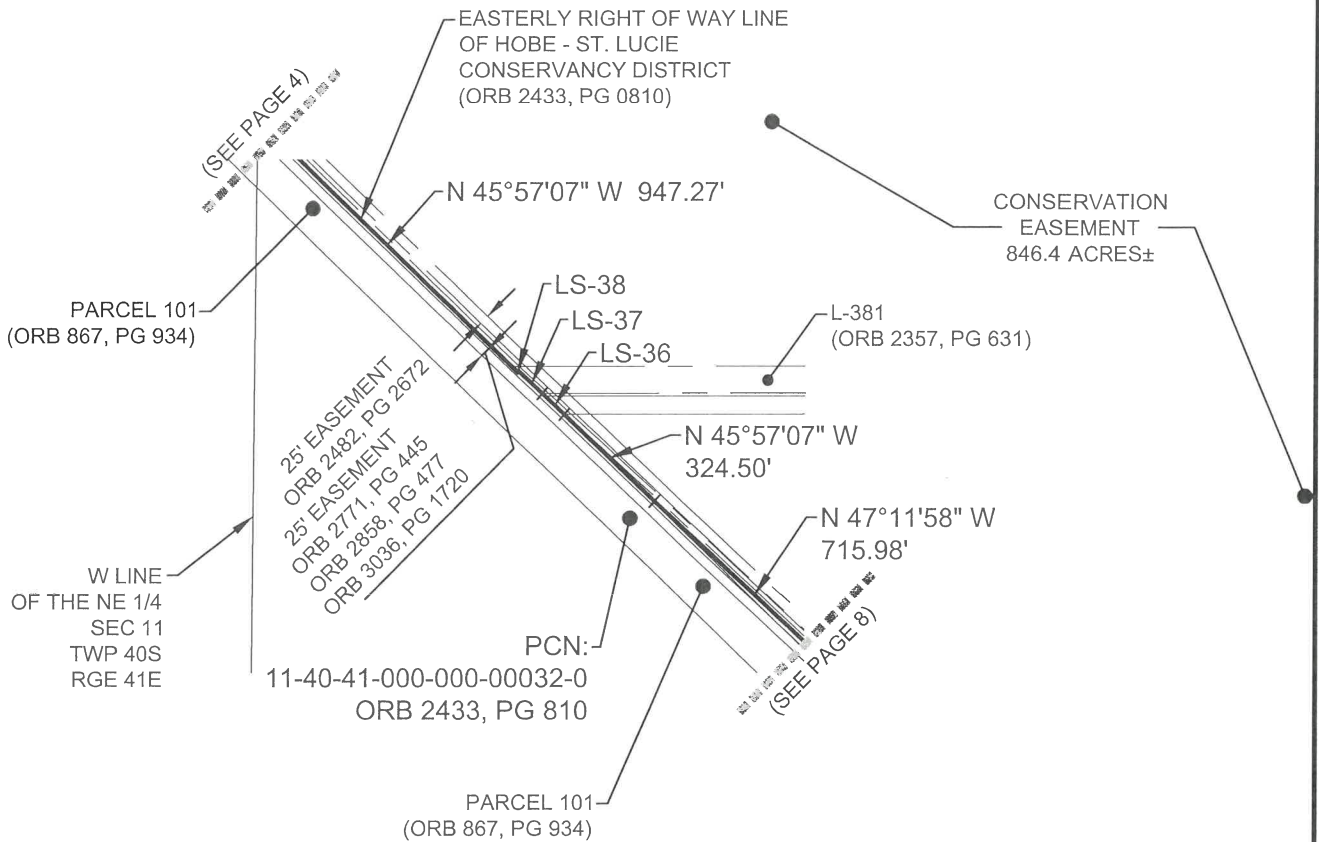
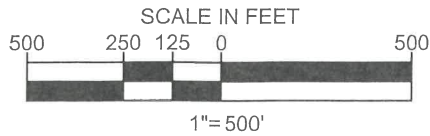
JOB No.:	DRAWN BY:	BY:	DATE:	REVISIONS
20-1031	SC	SC	6/10/24	REVISED PER COMMENTS
	APPROVED BY:	SC	6/28/24	REVISED PER COMMENTS
	F.N.G.	SC	7/16/24	REVISED PER COMMENTS
SHEET:	SCALE:			
8 OF 9	1"=500'			
	DATE:			
	4/03/24			
	FIELD BOOK/PAGES			
	N/A			

SKETCH OF LEGAL DESCRIPTION FOR A CONSERVATION EASEMENT FOR BECKER B-14 GROVE



VELCON
ENGINEERING &
SURVEYING, LLC.

1449 NW COMMERCE CENTRE DR
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0477
CERTIFICATE OF AUTHORIZATION NO. LB 8206



DESCRIPTION CALL TABLE

LS-36	N 46°02'22" W	68.94'
LS-37	N 45°57'07" W	94.45'
LS-38	S 44°02'49" W	3.36'

LEGEND

- LS-36 = LINE SEGMENT
- ORB = OFFICIAL RECORD BOOK
- PCN = PARCEL CONTROL NUMBER
- PG = PAGE
- RGE = RANGE
- SEC = SECTION
- TWP = TOWNSHIP

SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 40 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID LINE BEARS N 89°07'16" E.

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

NOT VALID WITHOUT PAGES 1-8 OF 9.

THIS IS NOT A BOUNDARY SURVEY.

REFERENCE INFORMATION FROM BOUNDARY SURVEY PREPARED FOR GROVE B-14 GROVE LTD, BY VELCON ENGINEERING & SURVEYING, LLC.; DATED 3/14/24.

Francis N. Guettler 7/17/24

FRANCIS N. GUETTTLER
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA (PSM)#7473

JOB No.:	DRAWN BY:	BY:	DATE:	REVISIONS
20-1031	SC			
	APPROVED BY:	SC	6/10/24	REVISED PER COMMENTS
SHEET:	SCALE:	SC	6/28/24	REVISED PER COMMENTS
	DATE:	SC	7/16/24	REVISED PER COMMENTS
9 OF 9	DATE:			
	FIELD BOOK/PAGES			
	N/A			

SKETCH OF LEGAL DESCRIPTION
 FOR A CONSERVATION EASEMENT
 FOR BECKER B-14 GROVE



VELCON
 ENGINEERING &
 SURVEYING, LLC.

1449 NW COMMERCE CENTRE DR
 PORT ST. LUCIE, FL 34986
 PHONE: (772) 879-0477
 CERTIFICATE OF AUTHORIZATION NO. LB 8206

APPENDIX 5

**FARMSTEAD/
DEVELOPMENT
AREA SURVEY**

EXHIBIT D

LEGAL DESCRIPTION

A PARCEL OF LAND FOR FARMSTEAD AREA EASEMENT LYING IN A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 40 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL OF LAND FOR FARMSTEAD AREA EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2, SAID POINT ALSO BEING THE NORTH QUARTER CORNER OF SAID SECTION 11, THENCE NORTH 89°54'12" EAST ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 307.00 FEET; THENCE SOUTH 00°22'40" WEST, DEPARTING SAID NORTH SECTION LINE, A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°22'40" WEST, A DISTANCE OF 539.00 FEET; THENCE SOUTH 89°54'12" WEST, A DISTANCE OF 316.27 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (I-95); THENCE NORTH 45°57'07" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 983.02 FEET; THENCE NORTH 00°07'00" EAST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 479.18 FEET; THENCE SOUTH 89°52'53" EAST, A DISTANCE OF 620.00 FEET; THENCE SOUTH 00°07'00" WEST ALONG A LINE 100.00 FEET WESTERLY OF AND PARALLEL TO SAID QUARTER SECTION LINE, A DISTANCE OF 622.53 FEET; THENCE NORTH 89°54'12" EAST, ALONG A LINE 75.00 FEET SOUTHERLY OF AND PARALLEL TO THE SAID NORTH LINE OF SECTION 11, A DISTANCE OF 406.66 FEET TO THE **POINT OF BEGINNING**.

SAID FARMSTEAD AREA EASEMENT CONTAINING WITHIN SAID BOUNDS 697,034 SQUARE FEET (16.0 ACRES) MORE OR LESS.

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK.

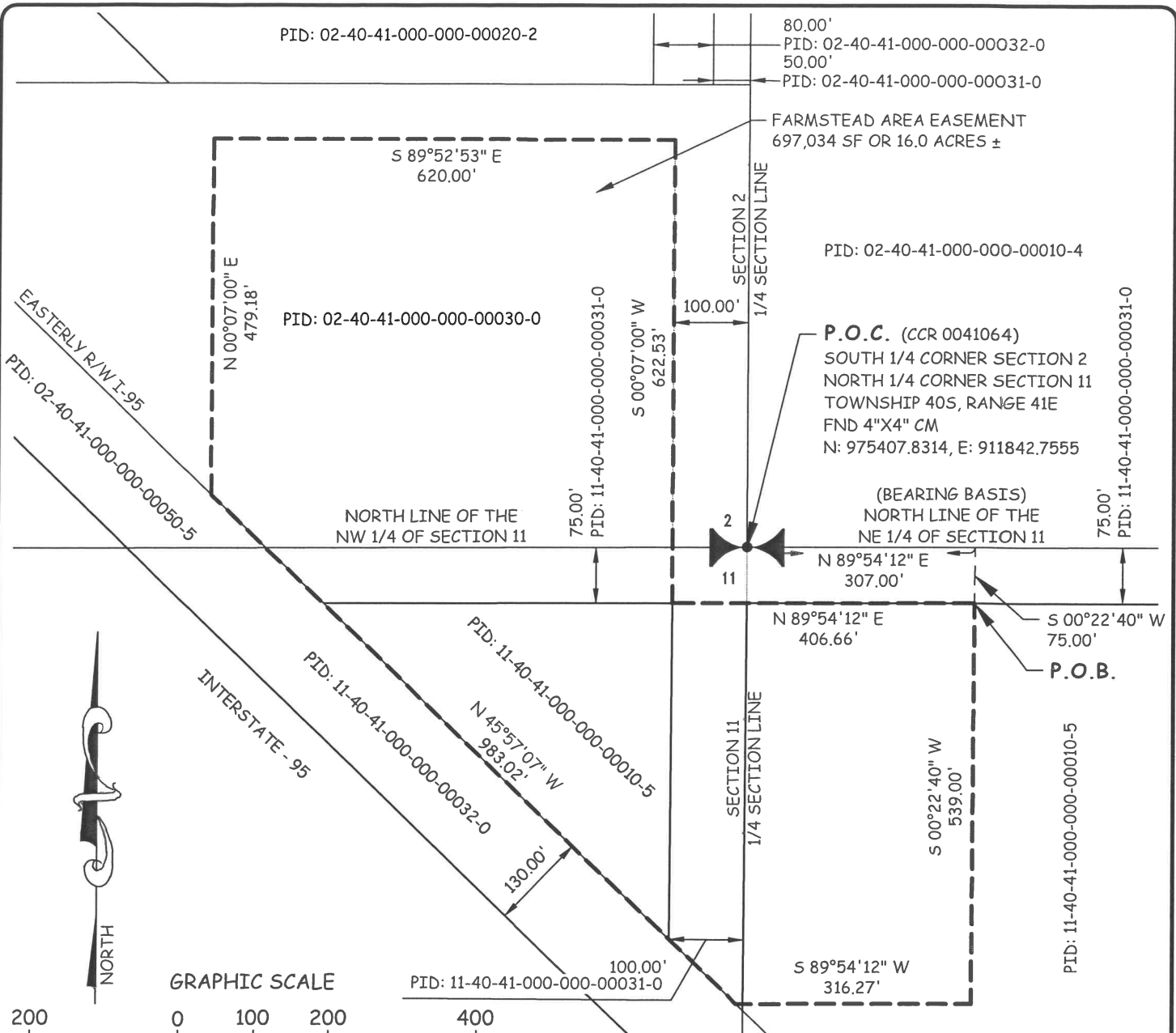
JOB No.:	DRAWN BY:
20-1031	GJS
	APPROVED BY:
	R. KEMERSON
	SCALE:
	N/A
SHEET:	DATE:
1 OF 2	10-21-22
	FIELD BOOK/PAGES:
	N/A

BY:	DATE:	REVISIONS:

FARMSTEAD AREA DESCRIPTION
PREPARED FOR
BECKER TREE FARM



VELCON ENGINEERING & SURVEYING, LLC
 CERTIFICATE OF AUTHORIZATION NO. LB 8206
 1449 NW COMMERCE CENTRE DRIVE
 PORT ST. LUCIE, FLORIDA 34986
 PHONE (772) 879-0477
 Web Site: www.velconfl.com



SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 40S, RANGE 41E, MARTIN COUNTY, FLORIDA.

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

NOT VALID WITHOUT PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY.

ROBERT F. KEMERSON
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA # 6285

LEGEND

- CCR = CERTIFIED CORNER RECORD
- CM = CONCRETE MONUMENT
- E: = EASTING
- FND = FOUND
- I = INTERSTATE
- N: = NORTHING
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PID = PARCEL IDENTIFICATION
- R/W = RIGHT OF WAY
- SF = SQUARE FEET

JOB No.:	DRAWN BY:
20-1031	GJS
	APPROVED BY:
	R. KEMERSON
	SCALE:
	1" = 200'
SHEET:	DATE:
2 OF 2	10-21-22
FIELD BOOK/PAGES	
N/A	

BY	DATE	REVISIONS

FARMSTEAD AREA EASEMENT SKETCH
 PREPARED FOR
 BECKER TREE FARM



VELCON ENGINEERING & SURVEYING, LLC
 CERTIFICATE OF AUTHORIZATION NO. LB 8206
 1449 NW COMMERCE CENTRE DRIVE
 PORT ST. LUCIE, FLORIDA 34986
 PHONE (772) 879-0477
 Web Site: www.velconfl.com

LEGAL DESCRIPTION

A PARCEL OF LAND FOR FARMSTEAD AREA EASEMENT LYING IN A PORTION OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL OF LAND FOR FARMSTEAD AREA EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 12, SAID POINT ALSO BEING THE WEST QUARTER CORNER OF SECTION 7, THENCE SOUTH 89°09'51" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 2654.14 FEET TO THE CENTER OF SAID SECTION 12; THENCE CONTINUE SOUTH 89°09'51" WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 61.25 FEET; THENCE SOUTH 00°07'35" WEST, DEPARTING SAID NORTH QUARTER SECTION LINE, A DISTANCE OF 72.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°07'35" WEST, A DISTANCE OF 608.00 FEET; THENCE SOUTH 89°09'51" WEST, A DISTANCE OF 287.00 FEET, THENCE NORTH 00°07'35" EAST, A DISTANCE OF 608.00 FEET; THENCE NORTH 89°09'51" EAST, A DISTANCE OF 287.00 FEET TO THE **POINT OF BEGINNING**.

SAID FARMSTEAD AREA EASEMENT CONTAINING WITHIN SAID BOUNDS 174,471 SQUARE FEET (4.0 ACRES) MORE OR LESS.

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AND ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK.

PAGE 1 OF 2 NOT VALID WITHOUT PAGE 2 OF 2

JOB No. 20-1031	DRAWN BY: GJS APPROVED BY: R. KEMERSON SCALE: N/A
SHEET: 1 OF 2	DATE: 10-21-22 FIELD BOOK/PAGES N/A

BY:	DATE:	REVISIONS

FARMSTEAD AREA DESCRIPTION
PREPARED FOR
BECKER TREE FARM



VELCON ENGINEERING & SURVEYING, LLC
 CERTIFICATE OF AUTHORIZATION NO. LB 8206
 1449 NW COMMERCE CENTRE DRIVE
 PORT ST. LUCIE, FLORIDA 34986
 PHONE (772) 879-0477
 Web Site: www.velconfi.com

EXHIBIT C
Permitted Exceptions

1. Taxes and assessments for the current year and subsequent years. + + + +
2. Rights of the lessees under unrecorded leases.
3. Riparian and littoral rights are not insured.
4. Subject to the terms and conditions of that certain Memorandum of Lease Agreement recorded in O.R. Book 2771, Page 445, as affected by the following: O.R. Book 2858, Page 477; O.R. Book 2976, Page 423; O.R. Book 3036, Page 1720, Public Records of Martin County, Florida.
5. Grant of Easement recorded in O.R. Book 1551, Page 497, as affected by Amendment recorded in O. R. Book 2482, Page 2672, Public Records of Martin County, Florida.
6. Grant of Easement and Assignment of Lease between Becker B-14 Grove Ltd. and Crown Castle South LLC recorded in O.R. Book 2572, Page 1499, Public Records of Martin County, Florida.
7. Easement in favor of Hobe-St. Lucie Conservancy District recorded in O.R. Book 2432, Page 871; O.R. Book 2401, Page 2751; O.R. Book 2357, Page 657, Public Records of Martin County, Florida.
8. Reservations as set forth in deed recorded in O.R. Book 1979, Page 1209, Public Records of Martin County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
9. Easement in favor of Bellsouth Telecommunications, Inc. recorded in O.R. Book 2357, Page 1656, Public Records of Martin County, Florida.
10. Easement recorded in O.R. Book 2191, Page 2128; as affected by the following: O.R. Book 2193, Page 2749; O.R. Book 2537, Page 962, Public Records of Martin County, Florida.
11. Perpetual Easement recorded in O.R. Book 2359, Page 667; O.R. Book 1979, Page 1244, Public Records of Martin County, Florida.
12. Right of Way Deed recorded in O.R. Book 524, Page 2093, as affected by O.R. Book 2173, Page 1537, Public Records of Martin County, Florida.
13. Road Right of Way recorded in O.R. Book 152, Page 27, Public Records of Martin County, Florida.
14. Easement for Road Right of Way recorded in O.R. Book 856, Page 943, Corrected in O. R. Book 885, Page 1254, and O. R. Book 895, Page 989, Public Records of Martin County, Florida.
15. Reservations as set forth in instrument recorded in O.R. Book 635, Page 1849, Public Records of Martin County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
16. Right of Way Deed recorded in O.R. Book 524, Page 2093; O.R. Book 566, Page 2307, Public Records of Martin County, Florida.
17. Memorandum of Lease recorded in O.R. Book 1509, Page 2520 and related documents recorded in O.R. Book 1551, Page 494; O.R. Book 1739, Page 949, and O.R. Book 1577, Page 700, Public Records, Martin County, Florida.
18. Memorandum of Lease recorded in O.R. Book 1604, Page 2558, and related documents recorded in O.R. Book 1628, Page 1515 and O.R. Book 2079, Page 34, Public Records, Martin County, Florida.
19. Discovery Planned Unit Development Zoning Agreement recorded in O. R. Book 3402, Page 443, Public Records of Martin County, Florida.

EXHIBIT D
Farmstead Building Area

A PARCEL OF LAND FOR FARMSTEAD AREA EASEMENT LYING IN A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 40 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL OF LAND FOR FARMSTEAD AREA EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2, SAID POINT ALSO BEING THE NORTH QUARTER CORNER OF SAID SECTION 11, THENCE NORTH 89°54'12" EAST ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 307.00 FEET; THENCE SOUTH 00°22'40" WEST, DEPARTING SAID NORTH SECTION LINE, A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°22'40" WEST, A DISTANCE OF 539.00 FEET; THENCE SOUTH 89°54'12" WEST, A DISTANCE OF 316.27 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (I-95); THENCE NORTH 45°57'07" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 983.02 FEET; THENCE NORTH 00°07'00" EAST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 479.18 FEET; THENCE SOUTH 89°52'53" EAST, A DISTANCE OF 620.00 FEET; THENCE SOUTH 00°07'00" WEST ALONG A LINE 100.00 FEET WESTERLY OF AND PARALLEL TO SAID QUARTER SECTION LINE, A DISTANCE OF 622.53 FEET; THENCE NORTH 89°54'12" EAST, ALONG A LINE 75.00 FEET SOUTHERLY OF AND PARALLEL TO THE SAID NORTH LINE OF SECTION 11, A DISTANCE OF 406.66 FEET TO THE **POINT OF BEGINNING**.

SAID FARMSTEAD AREA EASEMENT CONTAINING WITHIN SAID BOUNDS 697,034 SQUARE FEET (16.0 ACRES) MORE OR LESS.

AND

A PARCEL OF LAND FOR FARMSTEAD AREA EASEMENT LYING IN A PORTION OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL OF LAND FOR FARMSTEAD AREA EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 12, SAID POINT ALSO BEING THE WEST QUARTER CORNER OF SECTION 7, THENCE SOUTH 89°09'51" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 2654.14 FEET TO THE CENTER OF SAID SECTION 12; THENCE CONTINUE SOUTH 89°09'51" WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 61.25 FEET; THENCE SOUTH 00°07'35" WEST, DEPARTING SAID NORTH QUARTER SECTION LINE, A DISTANCE OF 72.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°07'35" WEST, A DISTANCE OF 608.00 FEET; THENCE SOUTH 89°09'51" WEST, A DISTANCE OF 287.00 FEET, THENCE NORTH 00°07'35" EAST, A DISTANCE OF 608.00 FEET; THENCE NORTH 89°09'51" EAST, A DISTANCE OF 287.00 FEET TO THE **POINT OF BEGINNING**.

SAID FARMSTEAD AREA EASEMENT CONTAINING WITHIN SAID BOUNDS 174,471 SQUARE FEET (4.0 ACRES) MORE OR LESS.