

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,**  
**RURAL AND FAMILY LANDS PROTECTION PROGRAM**  
**AND**  
**MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS MEMORANDUM OF AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, RURAL AND FAMILY LANDS PROTECTION PROGRAM**, (RFLPP), which acts as agent for acquisitions by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Trustees), and **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose mailing address is 2401 SE Monterey Road, Stuart, Florida 34996 (County). RFLPP and County may be collectively referred to herein as the “Parties”. Wherever used herein the terms "RFLPP" and "County" shall include their legal representatives, assigns, and successors.

**RECITALS**

A. The RFLPP and the County are authorized to enter into acquisition agreements to cooperatively and efficiently use their various powers to provide a mutually beneficial public purpose that will advance the health, education, safety, and general welfare of the citizens of the state of Florida.

B. The RFLPP and the County, in recognition of their mutual conservation efforts and responsibilities to the public, desire to enter into this Memorandum of Agreement (Agreement) to facilitate the acquisition of certain rights over the parcel(s) of real property located in Martin County, Florida, legally described on Exhibit B attached hereto. Collectively, the parcels are known as “SS Farms, LLC” and shall be referred to herein as the “Property”.

C. The County has determined the Property is eligible, pursuant to Martin County Ordinance No. 1221, for funding under the County’s land acquisition program for purchase of easements over environmentally or agriculturally significant lands within Martin County.

D. The RFLPP has determined the Property is eligible for funding as a perpetual rural lands protection easement, under which the RFLPP and the County shall be co-grantees (Easement) as a project approved by the Board of Trustees of the Internal Improvement Trust Fund due to its significant agricultural attributes. The Parties agree that the Easement shall be substantially in the form attached hereto as Exhibit C.

E. The Parties have agreed to each pay a share of the purchase price for the rights acquired in the Property, as set forth herein.

F. The Property is environmentally significant, provides for ongoing agricultural operations, and will further the conservation goals of the County and the RFLPP.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals and the Exhibits attached hereto are true and correct and are incorporated herein by reference for all purposes and expressly made a part of this Agreement.

2. The Parties shall cooperatively negotiate the acquisition of the Easement over the Property as illustrated in Exhibit A attached hereto. The Parties may agree to amend Exhibit A or Exhibit B to this Agreement, as necessary, to change the boundaries of the parcel(s). Working cooperatively with County staff, the RFLPP will be the lead agency in pursuing the acquisition of the Easement over the Property, including but not limited to negotiations, obtaining appraisals, title work and reports, and preparation of closing documents and post-closing matters.

3. Pre-acquisition. The RFLPP shall be responsible for providing an appraisal map or survey suitable for use in preparing appraisals in compliance with the procedures and requirements set forth in Section 570.715, Florida Statutes and Rule Chapter 5I-7, Florida Administrative Code (F.A.C.). The RFLPP shall provide a copy of all appraisals and due diligence documents to the County during the negotiation process. The RFLPP will be responsible for up to 100% of all pre-acquisition costs.

4. The Parties agree that RFLPP will take the lead in negotiating for the acquisition of the Easement. The Parties agree to provide any documentation requested by the other party. The contract to acquire the Property will be on RFLPP forms with any changes mutually agreed to by County and the RFLPP. The contract will name the Trustees as purchaser.

5. The purchase price to be paid will be based on appraisals per Section 570.715, Florida Statutes and rules 5I-7.009 and 5I-7.013, F.A.C., based on an estimated acreage and shall be apportioned as follows, where the maximum is:

County – An amount not to exceed 50 percent (50%) of the Easement purchase price\*

RFLPP – The remainder of the purchase price of the Easement\*

\*The final amounts may be adjusted based on the final certified acreage as shown on the applicable surveys or the easement(s) purchase price if less than the appraised value.

6. The County's share shall be up to 50 percent (50%) of the purchase price of the Easement. The Trustees' share shall be the remainder of the purchase price of the Easement plus the closing costs. For purposes of this Agreement, "closing costs" shall be limited to the cost of the survey, environmental audit, title insurance, recording costs, and any other costs as agreed upon by the Parties, provided that in no case shall the County be responsible for the payment of real estate brokerage fees. The purchase price agreed to be paid to the landowners shall not exceed the maximum value of an easement as determined in accordance with rule 5I-7.009, F.A.C. In the

event County's share of the purchase price as described above exceeds County's available funds, it is understood and agreed that this Agreement shall terminate, and the RFLPP may elect to acquire the Easement on behalf of the Trustees without the participation of County. The County may acquire the Easement without the participation of the RFLPP if the RFLPP has insufficient funds to complete the purchase of the Easement. The Parties agree that RFLPP will obtain title and closing services for the closing of the Easement covered under this Agreement.

7. The RFLPP's and the County's obligations to fund their specified portions of the purchase price for the Easement are contingent upon the approval of these purchases by the Trustees and the County; the RFLPP's and the County's review and approval of the proforma title insurance policy to be provided by the RFLPP, environmental site assessment, survey, and closing documents; and any other matters affecting closing, at the reasonable discretion of the RFLPP's and the County's legal counsel, and is further contingent upon the availability of funding from sources acceptable to the RFLPP and the County. Payment by each party of its share of funds to the closing agent for closing shall evidence approval of all such matters prior to closing. Any duty of the Parties to perform under the provisions of this Agreement is contingent on an annual appropriation therefor by the Florida Legislature or the County as applicable.

8. In accordance with the provisions of Section 570.715(5), Florida Statutes and Rules 5I-7.009 and 5I-7.013, F.A.C., the County, on its behalf and on behalf of its employees and agents, shall maintain the confidentiality of all appraisal reports and information, and must obtain the consent of the Department prior to disclosing the information to any other person, until such time as they become a public record. The Parties understand that all documents, letters, maps, and all other materials, including appraisal reports and information (Records) specifically related to the acquisition of the Easement will become a public record as defined in Chapter 119, Florida Statutes and in accordance with Section 570.715(5), Florida Statutes. The Parties agree to share any and all negotiation files, after negotiations with the owner have terminated.

9. Landowners will assume primary management responsibility for the Property in accordance with the terms of the Easement. The RFLPP will assume the primary monitoring and enforcement responsibilities under the terms of the Easement. The Easement shall contain a provision giving the County the right to third-party enforcement of the Easement terms as co-grantee.

10. Title to the Easement shall be held jointly in the name of the Board of Trustees of the Internal Improvement Trust Fund and Martin County.

11. This Agreement constitutes the entire agreement of the Parties. There are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed, or amended, except by a writing signed by the Parties hereto.

12. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed or interpreted as a waiver of any right, privilege, or immunity, whether in contract or tort, that the RFLPP or the County may enjoy under the doctrine of sovereign immunity, or the limitations of liability set forth in Section 768.28, Florida Statutes, and any amendments thereto.

13. This Agreement shall be construed and interpreted according to the laws of the state of Florida.

14. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the County or the RFLPP has executed the same, and that date shall be inserted at the top of the first page hereof.

15. This Agreement will expire one year from the date of execution or upon closing of the purchase transaction contemplated herein, whichever is sooner.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to become effective as of the date the last party executes the Agreement, and that date shall be entered above.

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

By \_\_\_\_\_  
Joey Hicks, Director  
Division of Administration

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

\_\_\_\_\_  
SARAH HEARD, CHAIR

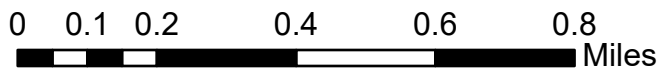
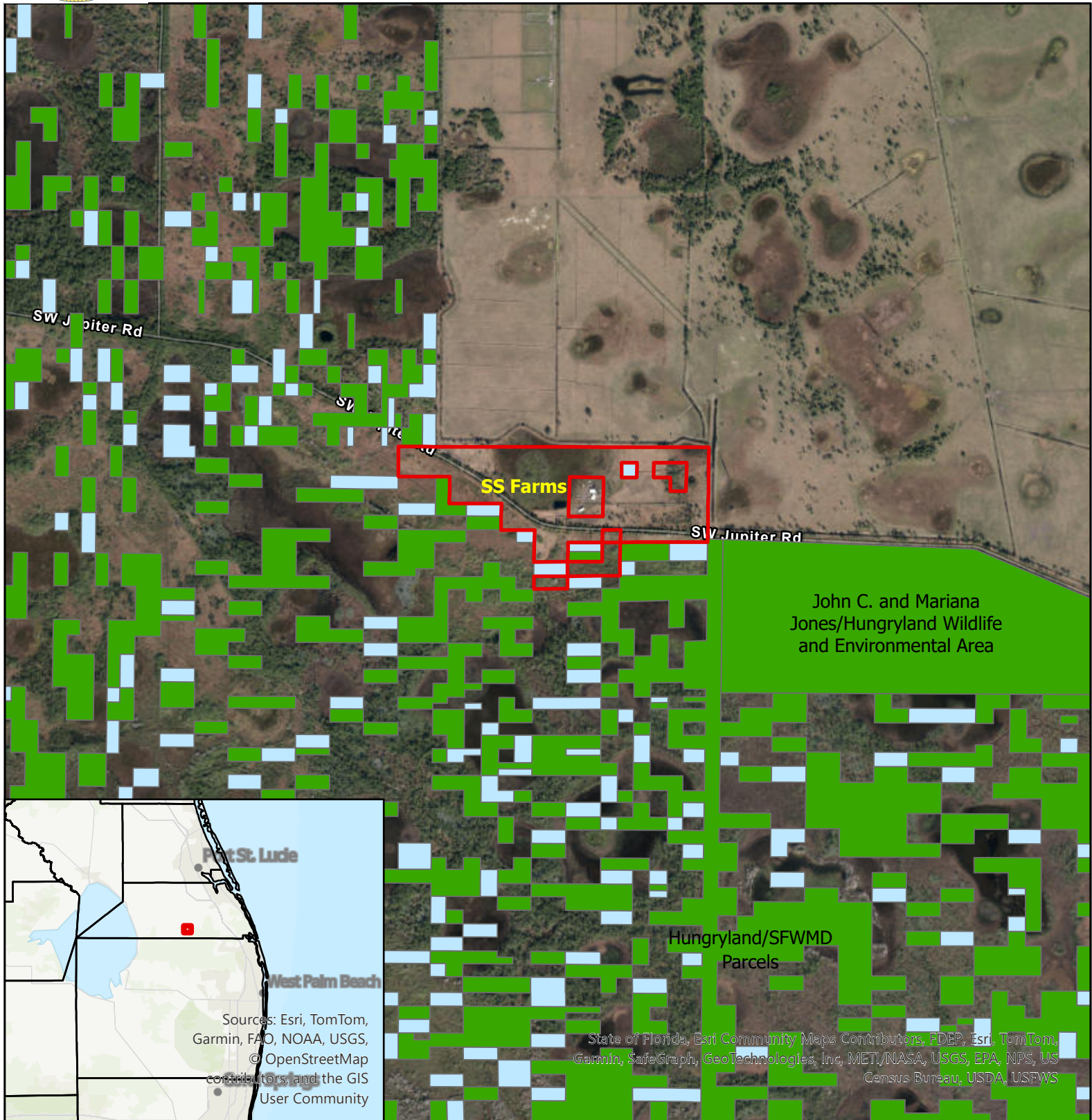
APPROVED AS TO FORM & LEGAL SUFFICIENCY:

\_\_\_\_\_  
ELYSSE A. ELDER, COUNTY ATTORNEY

EXHIBIT A  
PROPOSED PROJECT BOUNDARY MAP



# Rural and Family Lands Protection Program 2025 Application Cycle SS Farms LLC



## Managed Lands

- Federal
- State
- Local
- Private

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

State of Florida, Esri Community Maps Contributors, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

EXHIBIT B  
PARCEL ID(s)

Parcel ID	Owner	Acres
<a href="#">12-40-39-000-300-01574-7</a>	SS Farms LLC	0.25
<a href="#">13-40-39-000-100-00011-2</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00012-1</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00020-1</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00031-8</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00032-7</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00040-7</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00050-4</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00060-2</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00070-0</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00081-7</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00082-6</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00091-5</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00092-4</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00101-3</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00102-2</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00111-1</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00120-0</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00130-8</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00142-4</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00152-1</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00161-0</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00171-8</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00180-7</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00191-4</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00192-3</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00210-1</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00220-9</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00230-7</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00232-5</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00241-4</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00251-1</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00260-0</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00270-8</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00280-6</a>	SS Farms LLC	1.00
<a href="#">13-40-39-000-100-00301-1</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00302-0</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00311-9</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00312-8</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00321-7</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00322-6</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00331-5</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00332-4</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00342-2</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00351-0</a>	SS Farms LLC	0.50
<a href="#">13-40-39-000-100-00352-9</a>	SS Farms LLC	0.50

<a href="#"><u>13-40-39-000-100-00370-7</u></a>	SS Farms LLC	1.00
<a href="#"><u>13-40-39-000-100-00381-4</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00382-3</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00391-2</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00430-5</u></a>	SS Farms LLC	1.00
<a href="#"><u>13-40-39-000-100-00440-3</u></a>	SS Farms LLC	1.00
<a href="#"><u>13-40-39-000-100-00450-0</u></a>	SS Farms LLC	1.00
<a href="#"><u>13-40-39-000-100-00461-7</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00462-6</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00471-5</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00472-4</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00481-3</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00482-2</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00491-1</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00492-0</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00501-9</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00502-8</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00511-7</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00520-6</u></a>	SS Farms LLC	1.00
<a href="#"><u>13-40-39-000-100-00530-4</u></a>	SS Farms LLC	1.00
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<a href="#"><u>13-40-39-000-100-00600-9</u></a>	SS Farms LLC	1.00
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<a href="#"><u>13-40-39-000-100-00662-4</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00672-2</u></a>	SS Farms LLC	0.50
<a href="#"><u>13-40-39-000-100-00680-2</u></a>	SS Farms LLC	1.00
<a href="#"><u>13-40-39-000-100-00760-5</u></a>	SS Farms LLC	1.00
<a href="#"><u>13-40-39-000-200-00010-1</u></a>	SS Farms LLC	1.00
<a href="#"><u>13-40-39-000-200-00160-9</u></a>	SS Farms LLC	1.00
<a href="#"><u>13-40-39-000-400-00320-2</u></a>	SS Farms LLC	1.00
		50.75

EXHIBIT C  
SAMPLE EASEMENT

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

Project Name: SS Farms, LLC  
County: Martin

## DEED OF RURAL LANDS PROTECTION EASEMENT

**THIS DEED OF RURAL LANDS PROTECTION EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 202\_, by SS FARMS, LLC, ,a Florida limited liability company, whose address is 16095 132<sup>nd</sup> Terrace N, Jupiter, Florida 33478, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, 315 South Calhoun Street, Suite 500, Tallahassee, Florida 32301-1843 ("State Grantee") and MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, , a political subdivision of state of Florida, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, ("County Grantee"). State Grantee and County Grantee collectively shall be "Grantees."

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

## NOTICES

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

**Grantor's Address:** SS Farms, LLC, Charles Russo, 16095 132<sup>nd</sup> Terrace N, Jupiter, Florida 33478

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

**County Grantee's Address:** Martin County, 2401 SE Monterey Road, Stuart, Florida 34996.

## RECITALS

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

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

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

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

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

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

G. State Grantee, pursuant to the terms of Section 570.71, Florida Statutes, and County Grantee, pursuant to Martin County Ordinance Number 1221, are authorized to jointly hold easements for the preservation and protection of agricultural lands threatened by conversion to other uses, as well as the promotion and improvement of wildlife habitat, protection and enhancement of water bodies, aquifer recharge areas, wetlands and watersheds, and perpetuation of open space on lands with SNAs.

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

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

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

### **ARTICLE I. RECITALS**

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

### **ARTICLE II. DURATION OF EASEMENT**

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

### **ARTICLE III. PURPOSE OF EASEMENT**

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

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Maintenance of soil productivity and control of soil erosion.
- Maintenance or improvement of the overall quality of the timber resource.
- Protection of the integrity and function of the working landscape, including any buffers to natural areas, ecological greenways and functioning ecosystems.

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

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

#### **ARTICLE IV. RIGHTS GRANTED TO THE GRANTEES**

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

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

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

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

D. The right to be indemnified by Grantor for any and all liability, loss, damage,

expense, judgment or claim arising out of or related to any negligent or willful act or omission of the Grantor, Grantor's agents, guests, lessees, licensees, invitees, or any others on the Property with the express or implicit permission of Grantor.

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

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

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

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

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

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

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

may be developed, which may be a notation in the comments section on the monitoring form regarding completion of certain actions or cessation of actions in order to attain compliance or the plan may be a more detailed plan developed separately to set expectations and deadlines for completion of remedial measures. In either case, the State Grantee will work with the Grantor to negotiate a reasonable schedule, but all remedial measures shall be completed at Grantor's expense.

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

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

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

## **ARTICLE VI. PROHIBITED USES**

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

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

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

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

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

on the Property. Under no circumstances shall this right conveyed to State Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the State Grantee.

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

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

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

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

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

I. Any subdivision of the Property is prohibited.

J. Commercial water wells on the Property.

K. Harvesting of cypress trees in the SNAs.

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

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

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

## **ARTICLE VII. GRANTOR'S RESERVED RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

L. The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing

and to assist Grantor in the management of the Property in accordance with this Easement.

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

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

O. Intentionally deleted.

P. Intentionally deleted.

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

## ARTICLE VIII. STATE GRANTEE'S REMEDIES

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

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

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

D. Enforcement of the terms of this Easement shall be at the discretion of State Grantee, and any forbearance by State Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall

not be deemed or construed to be a waiver by State Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by State Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

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

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

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

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

## ARTICLE IX. PUBLIC ACCESS

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

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

## ARTICLE X. MISCELLANEOUS

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

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

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

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantees, which, for the purposes of Article X, Paragraphs C and E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant of Easement attributable to improvements) by the

ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant (Grantee's percentage interest is referred to herein as Grantee's "Proportionate Share"). The allocation of the Proportionate Share between State Grantee and County Grantee will be based on the sum of each Grantees' financial contribution toward the acquisition of the. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

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

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

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

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

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

b. In addition, if Grantor receives an unsolicited, but acceptable, offer from a prospective buyer to purchase the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantees notice of Grantor's intent to accept the offer, including the names and addresses of any party to whom the Property is to be transferred, a description of the land to be transferred, and all relevant terms of the offer received, such that Grantees receive the notice at least 45 days prior to execution of a contract for such sale (Grantor agrees that any such contract for sale shall be made expressly subject to Grantee's right to negotiate for the purchase of the Property provided in Paragraph 1.c. below).

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

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

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

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

4. Statement of Compliance. Grantor may request in writing at least 45 days prior to sale, mortgage, transfer or long term (five years or longer) lease of the Property, or any portion thereof, a written statement from Grantees stating that, to Grantee's actual knowledge, Grantor is in compliance with the terms of this Easement, or if Grantor is not in compliance with the terms of this Easement, stating what violations of this Easement exist according to Grantee's actual knowledge. Grantees agree in such cases to acknowledge, execute, and deliver to Grantor or to any mortgagee, transferee, purchaser, or lessee such a written statement concerning compliance within 45 days from receipt by Grantees of a written request therefor. Nothing contained in this Easement shall relieve the Grantor from the responsibility to comply with applicable federal, state, and local laws and regulations.

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

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

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

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

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

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

M. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grantees to affect the Easement Purposes and the policy and purpose of Section 570.71, Florida Statutes. If any provision in this instrument is found to be ambiguous, an

interpretation consistent with the Easement Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

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

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

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

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

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

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

*[signature pages follow]*

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

**GRANTOR:**  
**SS FARMS, LLC, a Florida**  
**limited liability company**

Witnesses:

Signature: \_\_\_\_\_

\_\_\_\_\_  
Charles D. Russo, III , Manager

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Charles D. Russo, III, as manager and on behalf of SS Farms, LLC, a Florida limited liability company, by means of [ ] physical presence or [ ] online notarization, who is [ ] personally known to me or [ ] who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

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

NOTARY PUBLIC

\_\_\_\_\_  
Signed

My Commission Expires:

\_\_\_\_\_  
Printed

**GRANTEE:**

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

Witnesses:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

By: FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES

By: \_\_\_\_\_  
\_\_\_\_\_

DIRECTOR, DIVISION OF  
ADMINISTRATION

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

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

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

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

**GRANTEE:**

BOARD OF COUNTY  
COMMISSIONERS, MARTIN  
COUNTY, FLORIDA

Witnesses:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Sarah Heard, Chair

ATTEST:

By: \_\_\_\_\_  
Carolyn Timmann, Clerk of the  
Circuit Court and Comptroller

Approved as to form and legal  
sufficiency;

\_\_\_\_\_  
Elysse A. Elder, County Attorney

STATE OF FLORIDA  
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared by means of [ ] physical presence or [ ] online notarization, Sarah Heard, as Chair of the Board of County Commissioners, Martin County, Florida, who is personally known to me and executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed on behalf of the COUNTY.

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

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

## **SCHEDULE OF EXHIBITS**

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