

**AGENDA**  
**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND**  
**May 23, 2017**

**Attachments to the items below can be viewed at the following link:**  
[http://www.dep.state.fl.us/secretary/cab/public\\_notices.htm](http://www.dep.state.fl.us/secretary/cab/public_notices.htm)

\*\*\*\*\*

**Item 1 Lolly Aquaculture Lease/Matlacha Pass Aquatic Preserve**

**REQUEST:** Approval to issue one, four-acre, ten-year sovereignty submerged land aquaculture bottom lease for the purpose of shellfish culture.

**VOTING REQUIREMENT FOR APPROVAL:** Three votes

**LOCATION:** Matlacha Pass Aquatic Preserve, Pine Island Sound, Lee County, Florida

**APPLICANT:** Ronald Lolly

**CONSIDERATION:** An annual fee of \$106.92 for a four-acre lease parcel, representing a base annual rental fee of \$16.73 per acre or fraction thereof; and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to rule 18-21.022, F.A.C. The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

**STAFF REMARKS:**

The requested lease parcel is approximately four acres in size and is located in Pine Island Sound, as well as the Matlacha Pass Aquatic Preserve. The applicant is requesting authorization from the Board of Trustees, pursuant to section 253.68(1), F.S., for a new aquaculture lease for the purpose of culturing hard clams and oysters on the bottom. The applicant plans to use traditional bag culture methods for clams and plans to apply cultch material to the bottom for oyster culture. The proposed gear and activity are covered under the Florida Department of Agriculture and Consumer Services (FDACS) general permit from the Army Corps of Engineers (ACOE).

The applicant will be required to apply for an Aquaculture Certificate of Registration and comply with all FDACS Aquaculture Best Management Practices. Prior to execution of the lease, the applicant is required to provide FDACS with a survey of the lease site.

**Agency Review**

FDACS has conducted resource assessments and determined that the proposed lease and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs or other sensitive habitats. Additionally, FDACS has coordinated the review of the application with the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Florida Department of State's Division of Historical Resources, and the Lee County Board of County Commissioners, pursuant to rule 18-21.021, F.A.C.

**Special Conditions**

The proposed lease will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the lease will not be approved during the first five years of the lease terms.

\*\*\*\*\*

**Item 1, cont.**

The proposed lease is located in smalltooth sawfish critical habitat. Pursuant to a special condition of the ACOE general permit, the lease will be located in waters with depths greater than 3 feet so as to avoid any impacts to the essential features of the smalltooth sawfish critical habitat.

**Public Interest**

The Florida Aquatic Preserve Act provides that no further sale, lease, or transfer of sovereignty submerged lands shall be approved within an aquatic preserve, unless the sale, lease, or transfer is in the public interest. The Aquatic Preserve Act specifically provides that “aquaculture is in the public interest and aquaculture leases may be authorized in aquatic preserves...” [Section 258.42(1)(b), F.S.] Accordingly, FDACS recommends that the Board of Trustees find that the lease is in the public interest, as set forth in statute.

**Noticing**

The proposed lease was noticed pursuant to section 253.70, F.S., and no objections were received.

**Comprehensive Plan**

A consideration of the status of any local government comprehensive plan was not made for this item. FDACS has determined that the proposed action is not subject to the local government planning process.

(See Attachment 1, Pages 1-19)

**RECOMMEND APPROVAL**

\*\*\*\*\*

**Item 2 Hurt Aquaculture Lease Modification/Cape Haze Aquatic Preserve**

**REQUEST:** Approval to modify an existing 4.33-acre, ten-year sovereignty submerged land aquaculture lease to authorize use of the full water column.

**VOTING REQUIREMENT FOR APPROVAL:** Three votes

**LOCATION:** Cape Haze Aquatic Preserve, Charlotte Harbor, Charlotte County, Florida

**APPLICANT:** Barry Hurt

**CONSIDERATION:** An annual fee of \$217.30, representing a base annual rental fee of \$33.46 per acre or fraction thereof; and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to rule 18-21.022, F.A.C. The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

\*\*\*\*\*

**Item 2, cont.**

**STAFF REMARKS:**

The lease is located in the Cape Haze Aquatic Preserve in Charlotte Harbor. The lessee is requesting consideration by the Board of Trustees to modify the special lease conditions to allow use of the full water column, pursuant to section 253.68(1), F.S. The lessee intends to utilize floating cages to position oysters in the most nutrient rich part of the water column, eliminate predation by the commonly found bottom oyster predators and make bio-fouling of the cage and the oyster controllable. The proposed gear and activity are covered under the Florida Department of Agriculture and Consumer Services (FDACS) general permit from the Army Corps of Engineers.

The lessee is a current submerged land leaseholder and Aquaculture Certificate of Registration holder. He is compliant with the terms and conditions of his existing leases and Aquaculture Best Management Practices.

**Agency Review**

FDACS has reviewed the application for completeness and determined that the proposed modification and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs or other sensitive habitats. In addition, FDACS has coordinated the review of the application with the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Florida Department of State's Division of Historical Resources, and the Charlotte County Board of County Commissioners, pursuant to rule 18-21.021, F.A.C.

**Special Conditions**

All existing standard lease conditions will remain unchanged, including the remainder of the lessee's ten-year renewable term. The proposed lease will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the lease will not be approved during the first five years of the lease term. The leaseholder will be required to acquire a Private Aids to Navigation permit from the United States Coast Guard and install associated lighting and signage to aid boaters with navigation.

**Public Interest**

The Florida Aquatic Preserve Act provides that no further sale, lease, or transfer of sovereignty submerged lands shall be approved within an aquatic preserve, unless the sale, lease, or transfer is in the public interest. The Aquatic Preserve Act specifically provides that "aquaculture is in the public interest and aquaculture leases may be authorized in aquatic preserves..." [section 258.42(1)(b), F.S.] Accordingly, FDACS recommends that the Board of Trustees find that the lease is in the public interest, as set forth in statute.

\*\*\*\*\*

**Item 2, cont.**

**Noticing**

The proposed lease modification was noticed pursuant to section 253.70, F.S., and no objections were received.

**Comprehensive Plan**

A consideration of the status of any local government comprehensive plan was not made for this item. FDACS has determined that the proposed action is not subject to the local government planning process.

(See Attachment 2, Pages 1-10)

**RECOMMEND APPROVAL**

\*\*\*\*\*

**Item 3 Triple S Ranch Conservation Easement/FDACS/Rural & Family Lands Protection Program**

**REQUEST:** Consideration of (1) an option agreement to acquire a 4,177-acre perpetual conservation easement over lands lying within the Triple S Ranch project of the Florida Department of Agriculture and Consumer Services' Florida Forest Service (FDACS/FFS) Rural & Family Lands Protection Program (RFLPP) from Triple S Ranch, Inc.; and (2) designation of FDACS/FFS as the monitoring agency.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting

**APPLICANT:** Florida Department of Agriculture and Consumer Services' Florida Forest Service

**COUNTY:** Okeechobee

**LOCATION:** All of Sections 20, 21, 22, 27, 28, 29, and the North ½ of Section 32, Township 35 South, Range 36 East

**CONSIDERATION:** \$6,954,705

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		<u>Holden</u> <u>(11/16/16)</u>	<u>Richards</u> <u>(11/16/16)</u>				
Triple S Ranch	4,177	\$7,728,000*	\$7,950,000*	\$7,950,000	**	\$6,954,705***	120 days after BOT approval

\*Fee value for the Holden appraisal is \$15,664,000; the fee value for the Richards appraisal is \$13,800,000

\*\*Property was assembled over a number of years by the Scott Family

\*\*\*The purchase price for the conservation easement is \$1,665 per acre

\*\*\*\*\*

**Item 3, cont.**

**STAFF REMARKS:**

This acquisition was negotiated by FDACS/FFS under its RFLPP. If approved, this will be the thirty-sixth perpetual conservation easement proposed for acquisition, with a total of approximately 35,672 acres preserved under the RFLPP. The Triple S Ranch project is ranked in Tier One on the 2016 RFLPP Acquisition List.

**PROPERTY DESCRIPTION:**

The Triple S Ranch project is a 7,053-acre cow/calf operation in Okeechobee County, about twenty-five miles west of the city of Ft. Pierce. This easement will place approximately 59% of the project under protection. The property has been in the Scott Family since 1948 and is primarily improved pasture. About one-fifth of the property supports natural upland vegetation, including scrub and mesic flatwoods, which are considered underrepresented communities on public lands in Florida. With the exception of the improved pasture, the property has remained in its natural state as acquired in 1948.

The property is primarily within the recharge range for the Kissimmee River Basin and lies 15 miles north of Lake Okeechobee. There are an abundance of cypress dome/strand swamps that are interconnected throughout the property and occur along Cow Creek, Gomez Creek, Quail Creek, and Telegraph Branch which all run through the property and contribute to the St. Lucie Estuary watershed. The South Florida Water Management District ranked this project “High” for overall hydrological resource benefit.

There are numerous rare and endangered species on the property including a Florida panther that travels near the property. Other species that occur are bald eagles, gopher tortoise, Florida scrub Jay, indigo snakes, burrowing owls, and fox squirrel.

The Scott family has the property on a 3 to 4-year prescribed fire burn rotation, burning some 800 to 1,000 acres each year, and is actively controlling invasive plant species.

**PROHIBITED USES:**

- Dumping of non-biodegradable, toxic or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery or similar material is prohibited.
- The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller’s earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor’s behalf, etc.
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, etc.
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property.

\*\*\*\*\*

**Item 3, cont.**

- Concentrated and confined animal feed lot operations as defined by the United States Department of Agriculture.
- 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 permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement.
- 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 the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee.
- Fertilizer use for agriculture activities shall be in accordance with agricultural Best Management Practices (BMPs) recommended by the Natural Resources Conservation Service 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 and other karst features that are connected to spring conduits, except as provided in the applicable BMPs.
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species.
- Commercial water wells on the Property.
- Harvesting of cypress trees in the designated Significant Natural Areas (SNAs).
- Mitigation banks pursuant to Section 373.4135, et. seq., F.S.
- New construction or development of new improvements in any SNA or conversion of SNAs to more improved areas. Any use of the Property which would impair or destroy the SNAs is also prohibited.
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property.
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

\*\*\*\*\*

**Item 3, cont.**

- The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms is prohibited. Notwithstanding this prohibition, Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement Purposes. Existing utilities may be replaced or repaired at their current location.

**OWNER'S RIGHTS:**

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property.
- The right to conduct timbering and prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency.
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.
- The right to contest tax appraisals, assessments, taxes and other charges on the Property.
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches, swales, water conveyance structures, or other improvements and such other facilities on the Property as depicted in the BDR, except on SNAs.
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a conservation easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement.
- The right to exclusive use of the improvements on the Property.
- Grantor shall obtain and comply with all permits for management of stormwater, for water wells and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities.
- The right to construct, after giving notice to Grantee, buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Such buildings shall not be used as residences.

\*\*\*\*\*

**Item 3, cont.**

- Boundary Maintenance. Nothing shall prohibit Grantor from establishing (by survey, fencing or marking) and maintaining 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 the Easement.
- The right to observe, maintain, photograph, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking, recreation, eco-tourism activities, and horseback riding. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property and Grantor may lease and sell privileges of such rights.
- The right to subdivide the Property into not more than four (4) individual parcels of not less than five hundred (500) acres each in size and upon which Grantor reserves the right to develop not more than one (1) homesite on each subdivided parcel containing not more than 45,000 contiguous square feet of impervious surface. Impervious surface for purposes of this restriction shall include, but not be limited to, residential buildings, agricultural buildings with or without flooring, paved areas, and any other surface covered by asphalt, concrete or roofing. Any such development is prohibited within the SNAs. In advance of recording a deed relating to any subdivision authorized hereunder, Grantor shall provide a legal description and survey of the subdivided area to Grantee. Each homesite and associated buildings shall have the right to develop a pervious access road/drive, connect to utility systems associated with a single family residence and related farm buildings, including water, sewer, electricity, telephone, cable, and where sewer systems are not available, the ability to install a septic system for that purpose.

**ENCUMBRANCES:**

There are no known encumbrances on the property that adversely affect marketability or the ability to enforce the rights granted under the easement.

**MORTGAGES AND LIENS:**

All mortgages and liens will be satisfied or subordinated at the time of closing.

On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to DEP the authority to review and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, DEP staff will review, evaluate and implement an appropriate resolution for these and any other title issues that arise prior to closing.

**CLOSING INFORMATION:**

A title insurance commitment, a survey, and an environmental site assessment of the property will be provided by FFS prior to closing.

**EASEMENT MONITOR:**

This perpetual conservation easement will be monitored by the FFS.



\*\*\*\*\*

**Item 3, cont.**

**COMPREHENSIVE PLAN:**

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(See Attachment 3, Pages 1-66)

**RECOMMEND APPROVAL**

\*\*\*\*\*

**Item 4 S.Y. Hartt Conservation Easement/FDACS/Rural & Family Lands Protection Program**

**REQUEST:** Consideration of (1) an option agreement to acquire a 1,034-acre perpetual conservation easement over lands lying within the S.Y. Hartt project of the Florida Department of Agriculture and Consumer Services' Florida Forest Service (FDACS/FFS) Rural & Family Lands Protection Program (RFLPP) from S.Y. Hartt & Son, Inc.; and (2) designation of FDACS/FFS as the monitoring agency.

**VOTING REQUIREMENT FOR APPROVAL:** Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

**APPLICANT:** Florida Department of Agriculture and Consumer Services' Florida Forest Service

**COUNTY:** Highlands

**LOCATION:** Portions of Sections 16, 17, 21, and 28, Township 34 South, Range 30 East

**CONSIDERATION:** \$1,583,054 (\$1,035,000 of the acquisition costs may be provided through an Agricultural Conservation Easement Program (ACEP) grant from the United States Department of Agriculture (USDA), Natural Resource Conservation Service (NRCS))

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		Holden <u>(12/18/16)</u>	Roper <u>(12/18/16)</u>				
S.Y. Hartt	1,034	\$2,070,000*	\$1,759,500*	\$2,070,000	**	\$1,583,054***	120 days after BOT approval

\*Fee value was determined to be \$4,140,000 by both appraisers

\*\*Property was assembled over a number of years by the Hartt Family

\*\*\*The Trustees' purchase price may be reduced to \$548,054 as a result of receiving an NRCS grant in the amount of \$1,035,000. The purchase price for the conservation easement is \$1,531 per acre.

\*\*\*\*\*

**Item 4, cont.**

**STAFF REMARKS:**

This acquisition was negotiated by FDACS/FFS under its RFLPP. If approved, this will be the thirty-seventh perpetual conservation easement proposed for acquisition, with a total of approximately 36,706 acres preserved under the RFLPP. The S.Y. Hartt project is ranked in Tier One on the 2016 RFLPP Acquisition List.

**PROPERTY DESCRIPTION:**

The Hartt family arrived in Florida in 1919 and S.Y. Hartt purchased this northern Highlands County property in 1939. For generations, the Hartt family has been involved in ranching and other various forms of agriculture. The S.Y. Hartt Ranch is an 8,951-acre working cow/calf operation in Highlands County, Florida, with the current easement representing 1,034 acres.

If approved, 6,622 acres of the ranch will be protected through conservation easements, including 4,563 acres protected under RFLPP easements and 2,059 acres protected under a United States Department of Agriculture, Natural Resources Conservation Service, Wetlands Reserve Program (WRP) easement. The RFLPP and WRP easements do not overlap. Should this easement be approved, approximately 2,328 acres will remain in Tier One of the S.Y. Hartt project.

S.Y. Hartt Ranch drains to Arbuckle Creek which eventually flows into Lake Okeechobee. It is located within the Northern Everglades Watershed and the recharge range for the Kissimmee River Basin and contains freshwater marshes, oak hammocks, swamps, wet and dry prairies, cypress domes, improved pasture, and citrus.

The property is home to a myriad of native plants and animals, some of which are listed as threatened and endangered species, and include: wild turkey, deer, hogs, indigo snakes, alligator, quail, coyotes, bald eagles, grasshopper sparrows, scrub jays, gopher tortoises, and black bear.

The ranch borders the Florida Fish and Wildlife Conservation Commission's Lake Wales Ridge Wildlife and Environmental Area and the Lake Wales Ridge National Wildlife Refuge. It is also adjacent to RFLPP's Rafter T Ranch conservation easement and lies less than one mile south of the Avon Park Air Force Range. In addition, the property lies within and near multiple Florida Forever projects.

**PROHIBITED USES:**

- Dumping of non-biodegradable, toxic or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery or similar material is prohibited.
- The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc.
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, etc.

\*\*\*\*\*

**Item 4, cont.**

- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property.
- 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 permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement.
- 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 the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee.
- Fertilizer use for agriculture activities shall be in accordance with agricultural Best Management Practices (BMPs) recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, 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 and other karst features that are connected to spring conduits, except as provided in the applicable BMPs.
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species.
- Commercial water wells on the Property.
- Cutting of cypress trees anywhere on the Property.
- Mitigation banks pursuant to Section 373.4135, et. seq., F.S.
- Conversion of Significant Natural Areas (SNAs) to more improved areas.
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property.
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

\*\*\*\*\*

**Item 4, cont.**

**OWNER'S RIGHTS:**

- Agricultural and Related Rights. Except as provided by Article IV: (i) the right to utilize the Property for any agricultural and silviculture purposes and uses; (ii) the right to convert the existing Improved Pasture, as delineated in the BDR, to other agricultural and silviculture purposes and uses; (iii) the right to engage in cattle grazing on the existing Improved Pasture as set forth in the BDR, including the right to maintain, utilize, fertilize, and mow such pasture; (iv) the right, as part of the cattle operation, to supplement the cattle using mineral, hay and molasses; (v) the right to use current technologies on the Property, including but not limited to fertilizers, pesticides and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) the right to install, use, maintain, replace and repair non-commercial ground water wells on the Property.
- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property.
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency.
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.
- The right to contest tax appraisals, assessments, taxes and other charges on the Property.
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches and such other facilities on the Property as depicted in the BDR, except on SNAs.
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a conservation easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement.
- The right to exclusive use of the improvements on the Property.
- Grantor shall obtain and comply with all permits for management of stormwater, for water wells and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities.
- The right to construct, after giving notice to Grantee, buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Such buildings shall not be used as residences.

\*\*\*\*\*

**Item 4, cont.**

- Boundary Maintenance. Nothing shall prohibit Grantor from establishing (by survey, fencing or marking) and maintaining 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 the Easement.
- The right to observe, maintain, photograph, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking and horseback riding. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property and Grantor may lease and sell privileges of such rights.
- Impervious surfaces such as residential buildings, agricultural buildings (with or without flooring), and paved areas on the Protected Property (but not including public or country roads or other roads paved by easement holders who have rights that may be superior to the rights conveyed to Grantees by this Conservation Easement Deed) may not exceed 2 percent of the total Conservation Easement acreage.
- The property may be improved by a single family residence and related structures as shown in the building envelope, as well as construction of a roadway for access to and from the buildings. The new residence and outbuildings will be limited to not more than 10 acres within the building envelope. This right includes the right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install septic systems. This right includes the right to maintain, repair, reconstruct, and enlarge such residences and the immediate surrounding areas for the use and enjoyment of a family that resides in such residences, including the right to construct and maintain ancillary structures. If at a later date Grantor determines that a different location would be better for the additional building envelope, Grantor must contact Grantee and NRCS for approval. The building envelope will not be greater than the initial envelope and will not be within a SNA. Family residences and related structures cannot be within a SNA.
- The structures may be repaired, reasonably enlarged, and replaced within the Building Envelope. All existing agricultural buildings and agricultural structures may be repaired or replaced, but not enlarged at their current location. New buildings and improvements to be used solely for agricultural purposes, including the sale and processing of agricultural products predominantly produced on the Protected Property and farm labor housing, may only be built within the Building Envelope.

**ENCUMBRANCES:**

There are no known encumbrances on the property that adversely affect marketability or the ability to enforce the rights granted under the easement.

\*\*\*\*\*

**Item 4, cont.**

**MORTGAGES AND LIENS:**

All mortgages and liens will be satisfied or subordinated at the time of closing.

On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to DEP the authority to review and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, DEP staff will review, evaluate and implement an appropriate resolution for these and any other title issues that arise prior to closing.

**CLOSING INFORMATION:**

A title insurance commitment, a survey, and an environmental site assessment of the property will be provided by FFS prior to closing.

**EASEMENT MONITOR:**

This perpetual conservation easement will be monitored by the FFS.

**COMPREHENSIVE PLAN:**

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(See Attachment 4, Pages 1-76)

**RECOMMEND APPROVAL**