

SWF Parcel No. 21-598-104C

Approved by Attorney: \_\_\_\_\_

Tax I.D. No(s).

## PURCHASE/SALE AGREEMENT

This Purchase/Sale Agreement (Agreement), made and entered into by and between Rocking Seven Ranch & Farms, L.L.C., a Florida limited liability company, having a mailing address of 3119 Manatee Avenue West, Bradenton, Florida 34205, (Seller), and the Southwest Florida Water Management District, a public corporation, having a mailing address of 2379 Broad Street, Brooksville, Florida 34604-6899, (District) and collectively the "Parties".

### WITNESSETH:

**WHEREAS**, the District desires to acquire a perpetual conservation easement interest in the Seller's property hereinafter described as part of an authorized project known as the Upper Myakka River Watershed (Flatford Swamp) Project; and

**WHEREAS**, the Seller agrees to sell to the District, and the District agrees to purchase from the Seller, a perpetual conservation easement in Seller's property hereinafter described.

**NOW THEREFORE**, in consideration of ten dollars and no cents (\$10.00) paid by the District to the Seller, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby agrees to sell to the District, and the District hereby agrees to purchase from the Seller, a perpetual conservation easement over that certain real property situated in Manatee County, Florida, upon the following terms and conditions:

1. **PROPERTY.** Subject to the terms, covenants, and conditions set forth in this Agreement, the Seller agrees to sell to the District, and the District agrees to purchase from the Seller, a perpetual conservation easement on, under, over and across that certain real property situated in Manatee County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Protected Property", for the purposes as set forth herein, and pursuant to Section 704.06, Florida Statutes (F.S.). The perpetual rights contemplated to be conveyed by the Seller are more specifically described in Exhibit B attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Perpetual Conservation Easement"

2. **EFFECTIVE DATE.** If this Agreement is not executed by the Seller on or before July 23, 2020, the District's offer contained in this Agreement is withdrawn and is thereafter null and void. The effective date of this Agreement will be on the day and year the last of the Parties has signed below.

3. **APPROVAL.** This Agreement is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Agreement and all the terms and conditions hereof, the District will notify the Seller thereof in writing within 5 business days of Governing Board meeting and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate.

4. **FUNDING.** Since funds for the acquisition of the Perpetual Conservation Easement over the Protected Property will be obtained from the Florida Forever Trust Fund, the purchase of the



Perpetual Conservation Easement is subject to final approval by the Florida Department of Environmental Protection, (FDEP), pursuant to Sections 259.105 and 373.139, F.S., and any rules adopted thereunder. If the FDEP does not release to the District all the funds from the Florida Forever Trust Fund required to purchase the Perpetual Conservation Easement prior to closing, the District will notify the Seller thereof in writing within 5 business days of being notified by FDEP and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate.

**5. PURCHASE PRICE.** The total purchase price for the Perpetual Conservation Easement will be two thousand one hundred and fifty-eight dollars and eighty-nine cents (\$2,158.89) per acre for approximately 1,158.0 acres of land, for a total purchase price of two million five hundred thousand dollars (\$2,500,000.00), payable in cash by the District to the Seller; provided, however, that the total purchase price will be increased or decreased by two thousand one hundred fifty-eight dollars and eighty-nine cents (\$2,158.89) per acre for every acre of land more or less than one thousand one hundred and fifty-eight (1,158) acres or any portion thereof as determined by the survey provided for in paragraph number 10 of this Agreement.

**The purchase price does not include any sovereign submerged lands which are considered to be navigable or open water bodies that are located below the mean high or ordinary high-water line. However, a Quit Claim Deed will be required from Seller for these lands to avoid any possible title problems.**

**6. TITLE.** The Seller will deliver to the District, at the closing, the Perpetual Conservation Easement on, under, over, and across the Protected Property, free and clear of all leases, liens, mortgages, outstanding mineral interests and other encumbrances not acceptable to the District or not explicitly allowed by the Perpetual Conservation Easement. The District, at its sole expense, will obtain a title insurance policy, insuring the District's interest in the Protected Property in the full amount of the purchase price of the Perpetual Conservation Easement upon closing the transaction. If upon receipt of the commitment for a title insurance policy, the District finds the title to be unmarketable, or if the District cannot otherwise obtain an unqualified commitment for a title insurance policy on the Perpetual Conservation Easement, except as provided in paragraph 12 hereinafter, the District will notify the Seller in writing prior to the date set for the closing, specifying the defects which exist with respect to the title of the Protected Property. Within ten (10) days of receipt of said written notice of title defects to the Seller, the Seller shall notify the District, in writing, that it either intends to cure said title defects or that it elects not to cure said title defects. In the event Seller elects to cure said title defects, Seller shall have ninety (90) days to cure such title defects to the reasonable satisfaction of the District, the District's attorney, or the District's title insurance company. If the Seller cures such title defects to the reasonable satisfaction of the District, the District's attorney, or the District's title insurance company, this sale will be closed within ten (10) days after receipt of written notice thereof to the District or the District's attorney of said cure. In the event the Seller elects to not cure said title defects, or otherwise fails to cure such title defects, of which written notice has been given by the District, within the time provided herein, the District may, at its election, either terminate this Agreement and all rights and liabilities arising hereunder, or may close the sale in the same manner as if no such defect had been found.

**7. ENVIRONMENTAL**

- A. The District will, at its sole expense, within sixty (60) days after approval of this Agreement by the District's Governing Board or not less than thirty (30) days before the closing, whichever occurs first, obtain a Phase I Environmental Site Assessment (ESA) on all the Protected Property in accordance with the requirements in Exhibit C, attached hereto



and incorporated herein by reference. If the results of the Phase I ESA are unsatisfactory to the District, the District may terminate this Agreement by providing written notice of its termination of this Agreement to Seller within fifteen (15) days after its receipt of the Phase I ESA. If the Phase I ESA indicates that a Phase II ESA or other investigations should be conducted, the Buyer may elect at its sole expense, to conduct a Phase II ESA, and will provide written notice to Seller of its election to conduct a Phase II ESA within fifteen (15) days of receipt of the Phase I ESA. If the results of the Phase II ESA are unsatisfactory to the District, the District may, within fifteen (15) days of receipt of the Phase II ESA results, and at its sole discretion, either terminate this Agreement by providing written notice of such termination to the Seller or offer Seller the right to cure any resulting problems arising from the Phase II ESA results that the District deems necessary to cure. In the event that the District offers Seller the right to cure the resulting problems arising from the Phase II ESA results that the District deems necessary to cure, Seller will notify the District, in writing and within fifteen (15) days of receipt of the offer to cure from the District, of its intention to either cure those issues or decline to cure those issues. If the Seller elects to cure the issues set forth in the Phase II ESA that the District deems necessary to cure, Seller shall then have sixty (60) days from the notification to the District of its election to cure the problems arising from the Phase II ESA that the District deems necessary to cure or mutually agree to exclude any area of contamination from the sale and adjust the purchase price as provided in paragraph 5. If the Seller notifies the District as set forth above that it declines to cure the issues set forth in the Phase II ESA that the District deems necessary to cure, then the District may terminate this Agreement.

In order to accommodate the environmental consultant retained by the District to conduct the ESA activities A, the Seller will provide reasonable access onto the Protected Property, including access to the interior of any structures located on the Protected Property. In the event the sale is not closed for any reason, the environmental site assessment costs incurred by District are the sole responsibility of District.

- B. If at any time between execution hereof and the closing the District determines in its sole discretion that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Comprehensive Environmental Resource Compensation and Liability Act, 42 U.S.C. 9601 et. seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq., or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, hereinafter collectively referred to as "Contaminants", on the Protected Property, the District may either terminate this Agreement and all rights and liabilities arising hereunder, or may elect to close the sale in the same manner as if no Contaminants had been found.
- C. The Seller warrants and represents to the District that it is not aware of any Contaminants as defined hereinabove deposited, located, placed or released on the Protected Property.
- D. If after closing, the District discovers that Contaminants were deposited, located, placed, or released on the Protected Property prior to the closing, the Seller will indemnify and hold the District harmless from and against any and all losses, damages, fines, charges, claims, costs, penalties, assessments, expenses, fees, including consultants' fees, attorneys' fees, legal assistants' fees and costs, liabilities, including strict liability, or third party claims,



collectively hereinafter the "Costs", that are asserted, levied, assessed, entered into or charged to or against the District by any person, entity, agency, organization or body or against the Protected Property in connection with the release, discharge, presence of or cleaning up, removing, disposing or otherwise eliminating any Contaminants. The District may require the Seller, at the Seller's expense, to remove such Contaminants from the Protected Property and take any remedial or other action required by any local, state or federal agency.

- E. In the event there is any trash or junk material on the Protected Property that diminishes the conservation value of the Protected Property as identified and described in the Baseline Inventory Report defined in Paragraph 7(F) hereafter, the Seller will be required to remove all such trash and junk material at its sole expense prior to the closing. The District will notify the Seller in writing of the existence of such trash and junk material on the Protected Property and will make a final inspection upon notification by the Seller that all trash and junk material has been removed from the Protected Property prior to closing. Trash or junk material for the purposes of this Agreement includes, but is not limited to, abandoned automobiles, abandoned appliances, abandoned above or below ground storage tanks, metallic wastes, residential rubbish, abandoned farm equipment, deteriorated fence materials, dilapidated mobile homes, sheds, machinery, construction material or any other materials unacceptable to the District.
- F. The District, at its sole expense, within sixty (60) days after approval of this Agreement by the District's Governing Board or not less than thirty (30) days before the closing, whichever occurs first, will obtain a Baseline Natural Resource Inventory Report (BNRI) pursuant to the requirements of the BNRI, attached hereto and incorporated herein as Exhibit D. The Baseline Inventory Report will consist of reports, maps, photographs, and other documentation that the Parties agree provide collectively an accurate representation of the Protected Property at the time of this Agreement, as well as general locations for future agricultural operations and improvements and which is intended to serve as an objective information baseline for monitoring compliance with the Perpetual Conservation Easement being purchased by the District. The Seller may terminate this Agreement if, in Seller's sole discretion, it disputes the results of the BNRI completed pursuant to this paragraph. Seller must notify the District of its intent to terminate this Agreement within ten (10) days of its receipt of the BNRI.

8. **CLOSING.** Subject to the curative period provided in paragraphs 6, 7, and 10, the sale will be closed on or before November 20, 2020, unless extended by mutual agreement of the Parties in writing. During the period from the Seller's execution of this Agreement until closing, neither the Seller nor anyone under the Seller's control or direction will commit or allow to be committed any act which diminishes the Conservation Value of the Protected Property as identified and described in the baseline documentation within the BNRI.

9. **CONSERVATION EASEMENT.** Upon payment of the purchase price as provided in paragraph 5, the Seller will convey the rights to the Protected Property contemplated herein to the District or its assigns by Perpetual Conservation Easement for non-sovereign lands free and clear of all leases, liens, mortgages and other encumbrances not acceptable to District except taxes for the year in which the closing occurs. The documentary stamp tax on the easement and costs for recording the easement will be paid by the Seller.



10. **SURVEY.** Prior to closing, the Protected Property will be surveyed at the sole expense of the Seller in accordance with the Requirements for Boundary Surveys, attached hereto and incorporated herein as Exhibit E. If the survey shows any encroachments on the Protected Property or that any improvements located on the Protected Property encroach on other lands, written notice thereof will be given to the Seller, and the Seller will have the same time to remove such encroachments as allowed under this Agreement for the curing of defects in title. If the Seller does not remove or cure said encroachments within said time, the District, at its sole option, may terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such defect had been found; or may adjust the purchase price as provided in paragraph 5. The Seller may terminate this Agreement if the survey conducted pursuant to this paragraph identifies any of the Protected Property as sovereign submerged lands. The Seller must notify the District of its intent to terminate this Agreement no later than ten (10) days prior to closing. The District will reimburse the Seller the cost of obtaining the Survey at closing or within thirty (30) days of termination. In the event the Contract is terminated by Seller or by Seller default then Survey costs incurred by the Seller are the sole responsibility of the Seller.

11. **WELLS.** As a condition of closing, the Seller will disclose the location of all wells on the Protected Property that are known to Seller, whether permitted or not. The purpose of this disclosure is to document well locations on the boundary survey of the Protected Property and to allow inspections by the environmental consultant performing the Phase I ESA and the District's well program staff. The Seller, at its sole expense, agrees to cap or plug (by filling them from bottom to top with grout) all known wells not in use located on the Protected Property in compliance with Chapter 40D-3, Florida Administrative Code (F.A.C.), before closing. This requirement includes all wells that do not meet current well construction standards.

12. **RISK OF LOSS.** Seller will exercise diligent and reasonable care in protecting the Protected Property from theft and vandalism, and preserved in the condition accepted by the District at the time of execution of this Agreement and shall be delivered to the District in such condition at the closing. If the Protected Property is damaged by fire or other casualty before the closing and can be restored by the Seller to substantially the same condition as at the time of the Seller's execution of this Agreement before the closing, the closing will occur as provided herein. If such restoration cannot be completed before the closing, this Agreement, at the option of the District, may be declared null and void and all rights and liabilities hereunder will terminate; provided, however, that the District may elect to purchase the Protected Property even though it is not restored, if the Seller adjusts the purchase price to reflect any reduction in market value.

13. **ENCROACHMENTS AND ENCUMBRANCES.** After the Seller's execution of this Agreement and until the Seller delivers the Perpetual Conservation Easement on the Protected Property to the District, neither the Seller nor anyone under the Seller's control or direction will cause or allow any encroachments or encumbrances on the Protected Property not existing on the date of the Seller's execution hereof. At the closing, the Seller will furnish the District with the Seller's affidavit stating that: a) between the date of the Seller's execution of this Agreement and the closing neither the Seller nor anyone under the Seller's control or direction have taken any action to encumber the Protected Property or otherwise adversely affect the status of the title thereto; b) between the date of the Seller's execution of this Agreement and the closing neither the Seller nor anyone under the Seller's control or direction have taken any action to diminish the conservation value of the Protected Property as identified and described in the BNRI; and c) stating either that there have been no improvements made to the Protected Property during the ninety (90) days immediately preceding the date of closing, or, if there have been any such improvements,



that all contractors, materialmen, suppliers and potential lienors in connection with said improvements have been paid in full. If the Seller is a corporation or other business entity, the Seller will also furnish the District with the Seller's Non-Foreign Corporate Affidavit at or before the closing as required by Section 1445(b)(2) of the United States Revenue Code to relieve the District from withholding any income or capital gains taxes on the purchase price. The Seller agrees to indemnify and hold the District harmless for all fees and costs incurred including, but not limited to, any attorney's fees incurred by the District as a result of any misrepresentations, omissions, or errors in the Seller's Affidavits.

14. **FEES/COMMISSIONS.** The District is not now, nor will it ever be liable to the Seller or to the Seller's agents or representatives for any commissions, costs, or fees arising from or for the sale of the Perpetual Conservation Easement over the Protected Property to the District, and the Seller will defend, indemnify and hold harmless the District, its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries, and suits therefore arising from or out of this Agreement.

15. **DISCLOSURE.** The Seller will comply with the disclosure requirements pursuant to Section 286.23, F.S., real property conveyed to public agency; disclosure of beneficial interests, if applicable.

16. **PROCEEDS.** At closing, the distribution of the purchase amount will be made by the District to the title company in the form of a check or wire transfer. Final distribution of the Seller's proceeds will be made to the Seller by the title company.

17. **DISBURSEMENT.** It is understood and agreed to by the Parties that the funds for the purchase price may not be disbursed to the Seller at the closing but may be held in escrow by the District's closing agent pending recording of the Perpetual Conservation Easement and recertification of title by the District's title insurance company showing no intervening encumbrances before the recording of the Perpetual Conservation Easement.

18. **DEFAULT.** If either the District or the Seller fails to perform in accordance with the terms of this Agreement, either party, at its option, may bring suit for specific performance of this Agreement or for damages. In the event of such suit, the prevailing party will be entitled to recover its reasonable attorney's fees and costs of suit, including on appeal. This provision does not constitute a waiver of the District's sovereign immunity under Section 768.28, F.S., or extend the District's liability beyond the limits established in Section 768.28, F.S.

19. **OTHER AGREEMENTS.** No Agreement or understanding, verbal or in writing, unless incorporated herein, will be binding upon the Parties.

20. **BINDING EFFECT.** The covenants herein contained will bind, and the benefits and advantages hereof will inure to, the respective heirs, personal representatives, successors and assigns of the Parties hereto; whenever used herein, the singular will include the plural, the plural will include the singular, and the use of any gender will include the other.

21. **SURVIVAL OF CONTRACT TERMS.** The terms and conditions of this Agreement will survive the closing of the sale of the Perpetual Conservation Easement over the Protected Property.

22. **NOTICE.** Any notice which must or may be given under this Agreement or by law will

be in writing and will be deemed to have been given when delivered by personal delivery or when deposited in the United States mail, certified, return receipt requested, full postage prepaid to the District or to the Seller at the addresses set forth above.

23. **CONSTRUCTION.** The Seller and the District acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

24. **INGRESS/EGRESS.** The Seller warrants and represents that there is legal ingress and egress to the Protected Property.

25. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

26. **WARRANTIES.** The Seller warrants that there are no facts known to the Seller materially affecting the value of the Protected Property which are not readily observable by the District or which have not been disclosed to the District.

27. **SEVERABILITY.** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination will not render void, invalid or unenforceable any other section or any part of any section of this Agreement.

28. **WAIVER.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, will be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

29. **PUBLIC RECORDS.** All records and documents generated or received by the Parties in relation to this Agreement are subject to the Public Records Act, Chapter 119, F.S., except that appraiser reports, offers and counteroffers are confidential and exempt from the provisions of Section 119.07(1), F.S., until an option contract is executed, or if no option contract is executed, until thirty (30) days before a contract or Agreement for purchase is considered for approval by the District Governing Board pursuant to Section 373.139(3)(a), F.S.

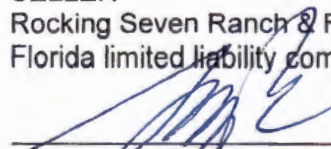
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IN WITNESS WHEREOF, the undersigned have executed this Agreement this  
\_\_\_\_ day of \_\_\_\_\_, 2020.

SELLER

Rocking Seven Ranch & Farms, L.L.C., a  
Florida limited liability company

  
\_\_\_\_\_  
Garret T. Barnes, Manager

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

7-23-2020

DISTRICT

Southwest Florida Water Management District

\_\_\_\_\_  
Brian J. Armstrong, Executive Director Date:

#### CERTIFICATION OF GOVERNING BOARD ACTION

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 2020, the  
Governing Board of the Southwest Florida Water Management District approved the foregoing  
Agreement.

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

Brian J. Armstrong, Executive Director

(Seal)



EXHIBIT A

Rocking Seven Ranch and Farms

LEGAL DESCRIPTION

COM AT THE SW COR OF SEC 26; TH S 89 DEG 52 MIN 17 SEC E, A DIST OF 994.52 FT TO THE POB; TH CNT S 89 DEG 52 MIN 17 SEC E, A DIST OF 4155.93 FT; TH S 00 DEG 18 MIN 34 SEC W, A DIST OF 1224.58 FT; TH S 51 DEG 39 MIN 51 SEC E, A DIST OF 6683.16 FT TO THE SE COR OF SEC 36; TH N 89 DEG 38 MIN 23 SEC W, A DIST OF 9240.00 FT; TH N 01 DEG 37 MIN 58 SEC W, A DIST OF 5323.30 FT TO THE POB, (1230/1533). ALSO IN SEC 36-35-21.; LESS OR 1478 P 1184 DESC AS FOL: COM AT THE SW COR OF SEC 35, SD PT BEING S 88 DEG 24 MIN 40 SEC E, A DIST OF 40.91 FT FROM THE NE COR OF SEC 3; TH S 89 DEG 38 MIN 23 SEC E, ALG THE SLY LN OF AFOREMENTIONED SEC 35, A DIST OF 1109.86 FT; TH N 01 DEG 37 MIN 58 SEC W, A DIST OF 1254 FT FOR A POB; TH ("N" REPLACE WITH "S") 88 DEG 22 MIN 02 SEC E, A DIST OF 65 FT; TH N 01 DEG 37 MIN 58 SEC W, A DIST OF 100 FT; TH N 88 DEG 22 MIN 02 SEC W, A DIST OF 65 FT; TH S 01 DEG 37 MIN 58 SEC E, A DIST OF 100 FT TO THE POB. PI#1672.0010/4

AND

COM AT THE SW COR OF SEC 26; TH S 89 DEG 52 MIN 17 SEC E, A DIST OF 994.52 FT TO THE POB; TH N 01 DEG 37 MIN 58 SEC W, A DIST OF 3114.83 FT; TH N 48 DEG 52 MIN 08 SEC E, A DIST OF 1600.00 FT; TH E, A DIST OF 3062.09 FT; TH S 00 DEG 18 MIN 34 SEC W, A DIST OF 4175.42 FT; TH N 89 DEG 52 MIN 17 SEC W, A DIST OF 4155.93 FT TO THE POB , CONT 389.75 AC, M/L, (1231/1474) PI#1637.2000/6

AND

ACCESS EASEMENT NORTH FROM STATE ROAD 70 TO MAIN GATE OF ROCKING SEVEN RANCH

Exhibit B  
Purchase and Sale - Conservation Easement

Prepared by return to:  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34604-6899  
Attn. Operations and Land Management Bureau

**CONSERVATION EASEMENT**

This Easement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between Rocking Seven Ranch & Farms, L.L.C., a Florida limited liability company, having an address of 3119 Manatee Avenue West, Bradenton Florida 34205, (Grantor), and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899 (Grantee), collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Grantor is the sole owner in fee simple of certain real property in Manatee County, Florida, more particularly described in Exhibit A attached hereto hereinafter referred to as the "Protected Property"; and

**WHEREAS**, Grantor and Grantee mutually recognize the conservation value of the natural, scenic, open, and special character of the Protected Property and have the common purpose of conserving that certain natural, scenic, open and special character of the Protected Property hereinafter, collectively, the "Conservation Values" by conveyance to Grantee of a perpetual conservation easement on, under, over, and across the Protected Property, which shall act to conserve and protect the Conservation Values of the Protected Property. It further being the intent of the Parties to prohibit certain further development activity on the Protected Property; and

**WHEREAS**, Grantee is a public entity authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition.

**NOW THEREFORE**, to achieve these purposes, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the Laws of Florida, and in particular §704.06, Florida Statutes (F.S.), but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth "Easement".

**ARTICLE I. DURATION OF EASEMENT**

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



## ARTICLE II. PURPOSE OF EASEMENT

A. It is the purpose of this Easement to protect and preserve, in perpetuity, the natural, scenic and special character, ecological and hydrological integrity, and habitat for indigenous plant and animal life on the Protected Property, and to preserve portions of the Protected Property, more specifically described in Exhibit A, attached hereto and incorporated herein by reference, as productive, ranch and agricultural land and forest land that sustains for the long term both the economic and Conservation Values of the protected property and its environs by limiting development, except as provided herein, on the Protected Property, through management guided by the following principles:

- Protection of scenic and other distinctive rural character of the landscape.
- Maintenance and enhancement of wildlife and game habitat.
- Protection of unique and fragile natural areas and rare species habitats.
- Maintenance of the value of adjoining public land by avoiding land fragmentation and incompatible development.
- Maintenance of cattle ranching and other allowable agricultural and recreational activities that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Protected Property.

The above purposes are hereinafter sometimes referred to as the "Conservation Purposes".

B. The specific Conservation Values for the Protected Property are documented in the ("BNRI") for this Easement in Manatee County, Florida", dated \_\_\_\_\_, which consists of reports, maps, photographs, and other documentation that the Parties agree, and hereby acknowledge, provide, collectively, an accurate representation of the Protected Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The BNRI is maintained in the offices of the Grantee and is incorporated into and made a part of this Easement. A copy of the BNRI is available from the Grantee on request.

Grantor intends that this Easement will confine the use of the Protected Property to such activities as are consistent with the Conservation Purposes of this Easement and the Conservation Values as documented in the BNRI.

## ARTICLE III. RIGHTS GRANTED TO THE GRANTEE

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

A. The right to preserve, protect, and enforce in perpetuity the Conservation Values and Conservation Purposes of the Protected Property as set forth in Article II of this Easement.

B. All future residential, commercial, industrial, and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property except as may be specifically reserved to Grantor in this Easement are hereby terminated and extinguished. The Protected Property nor any portion thereof may be used for purposes of determining density, lot coverage, or open space requirements under applicable laws, rules, regulations, or ordinances controlling land use and building density. No development rights that

Exhibit B  
Purchase and Sale - Conservation Easement

have been encumbered or extinguished by this Easement shall be transferred to any other lands. No development rights or density credits may be transferred onto the Protected Property from any other property.

C. The right to enter upon, over and across the Protected Property, not including building interiors, to inspect it for the purpose of ensuring compliance with the terms and conditions of this Easement, in accordance with Paragraph VI(D).

D. The right to prevent any activity on or use of the Protected Property that is inconsistent with the Conservation Purposes or provisions of this Easement and to require the restoration of or to restore to the condition immediately prior to such use or activity, such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, at Grantor's sole expense.

E. The right to construct, operate and maintain a permitted Water Diversion Project for Southern Water Use Caution Area Aquifer Recovery hereinafter the "Project," located in the general area shown in Exhibit B, including the use of the aquifer underlying the Protected Property for the improvement of water recharge. Project Improvements, as shown on Exhibit C, will consist of an intake structure, pumphouse, recharge well, monitor wells, pipeline, electrical service, access roads, and necessary water conveyance and treatment appurtenances limited to improving the water quantity and quality issues in the Flatford Swamp. The Project improvements, Project area, number of workers, and the type of machinery and vehicles, shall be the minimum reasonably necessary to effectuate the purpose of the Project. The construction, operation, and maintenance of this Project is consistent with the Conservation Purposes of the Easement and the Conservation Values as documented in the BNRI.

F. Grantor hereby grants to Grantee a "Right of First Refusal" to purchase the fee interest in the Protected Property, or any other interest in the Protected Property that Grantor hereafter wishes to sell. Grantor shall notify Grantee in writing of Grantor's intent to accept a bona fide offer to purchase the Protected Property, or any interest in it, from a third-party purchaser and provide Grantee with a copy of the offer. Grantee shall have fifteen days (15) from receipt of said notification and offer within which to provide written notice to Grantor of Grantee's intention to purchase the Protected Property and sixty (90) days within which to present Grantor with a contract to purchase the Protected Property, at the offered price, that has been approved by the Governing Board of the Grantee. If Grantee notifies Grantor that Grantee has decided not to purchase the Protected Property, or in the event Grantee fails to notify Grantor within fifteen (15) days of its intent to purchase the Protected Property, then Grantor may sell the Protected Property to the party named in the notice and offer. If Grantor does not sell the Protected Property to the named party, then Grantees shall have the same Right of First Refusal before Grantor may accept a bona fide offer to purchase the Protected Property from another party.

The Grantor agrees to notify the Grantee in writing whenever the Grantor intends to sell the Protected Property or any interest in it, to a third party purchaser, either by listing it with a real estate broker or on their own. Upon receipt of such notice, Grantee shall have fifteen (15) days from receipt of said notification within which to provide written notice to the Grantor of Grantee's intent to purchase the Protected Property and sixty (90) days within which to present Grantor with a contract to purchase the Protected Property that shall contain all material terms regarding the property interest to be acquired and has been approved by the District's Governing Board. The Grantor will have thirty (30) days within which to accept or reject the offer in writing. If Grantee notifies Grantor that Grantee has decided not to purchase the Protected Property, or, in the event



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Grantee fails to notify Grantor within fifteen (15) days of its intent to purchase the Protected Property, then Grantor may proceed to list the Protected Property. Grantee shall have the same Right of First Refusal before Grantor may accept a bona fide offer to purchase the Protected Property from another party.

This Right of First Refusal shall apply to any voluntary transfer of the Protected Property to any other entity, except sales or transfers between Grantor or Grantors owners if Grantor is an entity, a spouse, sibling, niece, nephew, cousin, aunt, uncle, or lineal descendants of any individual member or shareholder of Grantor, or entities in which Grantor owns a majority of the controlling interests; to Rocking Seven Ranch & Farms, L.L.C.; or to the transfer of any portion of the Protected Property to a governmental or quasi-governmental entity through or under threat of the exercise of its eminent domain authority; or to further restriction by grant of conservation easement to any government or quasi-governmental agencies or to any tax exempt nonprofit entity. The parties specifically intend that this Right of First Refusal shall be binding upon and inure to the benefit of the parties hereto and their executors, administrators, transferees, assigns and successors.

In the event that Grantee desires to purchase the underlying fee simple interest in the Protected Property, and such desire is not pursuant to any notice which the Grantor has provided to Grantee in accordance with this provision, then Grantee shall provide a written offer to the Grantor. The written offer shall contain all material terms regarding the purchase and sale of the fee simple interest in the Protected Property. The Grantor will have a thirty (30) day period within which to accept or reject the offer in writing.

#### ARTICLE IV. PROHIBITED USES

The Protected Property shall be maintained to preserve the Conservation Purposes and Conservation Values of this Easement. 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, except as may be provided elsewhere herein.

A. Except as otherwise specifically authorized herein, there shall be no dumping or placing of contaminated soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials or toxic substances, pollutants or contaminants, including, but not limited to, those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991, or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, hereinafter collectively referred to as "Contaminants", on the Protected Property. However, this provision shall not be construed to prevent the deposit of household, agricultural, or animal wastes generated on the Protected Property, provided such deposits are biodegradable.

B. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, lime rock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of activities permitted by this Easement.

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C. Subdivision of the title to the Protected Property is prohibited.

D. Activities caused by Grantor that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Protected Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Protected Property that would be detrimental to water quality or which could alter natural water level or flow in or over the Protected Property, unless otherwise specifically provided for in this Easement.

E. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Protected Property having historical or archaeological significance as those portions of the Protected Property are identified in the BNRI. Grantor shall notify the Florida Department of Historical Resources or its successor ("FDHR") if historical, archaeological or cultural sites are discovered on the Protected Property, and any site deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist at the time of the creation of this Easement. Grantor will follow the Best Management Practices (BMPs) of the Division of Historical Resources, as amended from time to time.

F. There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation, including but not limited to cypress trees and any trees or vegetation in wetlands, except as otherwise specifically provided in this Easement. Provided, however, that in connection with any future agricultural operations by Grantor in areas currently improved for agricultural activities established by the BNRI, Grantor may mow, herbicide cut, chop, burn, remove and otherwise maintain vegetation as long as Grantor performs such tasks in accordance with BMPs.

G. There shall be no planting of invasive exotic or nuisance, aquatic and terrestrial species. Grantor shall make reasonable efforts to manage the occurrence of invasive exotic or nuisance, aquatic and terrestrial species to the extent practicable and economically feasible. Subject to the above, Grantor shall, at a minimum, conduct sufficient management and control to maintain invasive exotic or nuisance, aquatic and terrestrial species at the same or a lower percentage of cover as that identified in the BNRI. Such management and control shall apply to the following species: Brazilian Pepper, Melaleuca, Japanese and Old World climbing fern, Skunk Vine, Tropical Soda Apple, Cogon Grass, Torpedo Grass, Australian Pine, Water Hyacinth, Hydrilla, Air Potato, Chinese Tallow, Water Lettuce, Kudzu and any other invasive exotic or nuisance species identified by Grantee during any inspections conducted to determine compliance with the terms and conditions of this Easement. To limit the introduction of invasive species, any new livestock that may be brought to the Protected Property subsequent to the effective date of this Easement by the Grantor will be quarantined for seven (7) days and determined to be free of exotic seed prior to release on the Protected Property. If any condition arises that prevents Grantor from complying with the requirements of this provision, the Grantor may request Grantee's assistance. For purposes of this Easement, pasture grasses shall not be considered invasive exotic, or nuisance species, however Grantor shall be responsible for ensuring that pasture grasses do not encroach on lands identified as natural lands in the BNRI. Furthermore, Grantor hereby grants to Grantee the right, after consultation with Grantor, at Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant



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removal plan for the eradication of exotics or non-native plants on the Protected Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this Paragraph IV(G) or as an obligation of the Grantee.

H. Agricultural chemicals that may be used by Grantor, including fertilizers, pesticides and herbicides, shall only be applied in such amounts and with such frequency of application that constitute the minimum necessary to perform noxious weed control, habitat enhancement and restoration, timber management and agricultural and residential activities permitted under this Easement, and provided that such chemicals shall be applied by non-aerial means except when used in agricultural operations on the Protected Property. The use of such chemicals shall be in compliance with the manufacturer's label instructions, BMPs and all applicable Local, State and Federal laws, rules, and regulations, and conducted in such a manner as to minimize adverse environmental effects on the Protected Property. Grantor is prohibited from using biological weed and insect control agents without obtaining prior written approval from Grantee, such approval shall not be unreasonably withheld.

I. Commercial or industrial activity, and ingress, egress or other passage across or upon the Protected Property in conjunction with any commercial or industrial activity including, dairy, swine and poultry operations and confined animal feed lot operations, other than activities associated with the Grantor's Reserved Rights.

J. New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on, or above the ground of the Protected Property except as may be incidental to Grantor's maintenance and normal operation of the Protected Property including, without limitation, bridges, or culverts, fences, power lines, etc., or during emergency situations or as may otherwise be specifically provided for hereinafter. For purposes of paragraphs IV(J) and (L) the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes of this Easement.

K. The construction or creation of new roads or jeep trails is prohibited except where nature has rendered an existing trail unusable and new or replacement roads and trails are necessary to serve Grantor's retained use rights and with the prior approval of Grantee, such approval shall not be unreasonably withheld.

L. There shall be no operation of motorized vehicles except on established trails and roads, as indicated in the BNRI, unless necessary: (i) to protect or enhance the Conservation Values of this Easement; (ii) for emergency purposes, or security purposes; (iii) for cattle ranching or other allowed agricultural purposes; (iv) to retrieve game that has been hunted legally; (v) ecological tours; (vi) control and treatment of invasive species; and (vii) inspections conducted by the Grantee or Grantee's agents or employees, to determine compliance with terms of this Easement.

M. Areas identified for agricultural activities as established by the BNRI may be used for those activities and shall not be converted to more intense agricultural use. Grantor shall not use the Protected Property for dairy, swine, poultry, confined animal feedlot operations, row crops, or citrus production activities. Lands that are identified as wetlands in the BNRI shall remain wetlands and lands identified as natural lands in the BNRI shall remain natural lands.

N. Grantor shall take no actions or activities that may reasonably be expected to adversely affect threatened and endangered species. Grantor shall take no action that will harm, as defined in the Endangered Species Act, 16 U.S.C. 1531 et. seq. and implementing regulations

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of the U.S. Fish and Wildlife Service, a threatened or endangered species identified on the then current list for threatened and endangered species adopted by the U.S. Fish and Wildlife Service at 50 C.F.R. 17.11, and 17.12; Rules 68A-27.003, 68A-27.004, adopted by the Florida Fish and Wildlife Conservation Commission; and Rule 5B-40.0055, adopted by the Florida Department of Agriculture and Consumer Services. A current list for such threatened or endangered species is and provided in the BNRI.

O. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property, except that Grantee may erect and maintain signs designating the Protected Property as land under the protection of Grantee or designating the ranch name.

P. There shall be no commercial water wells on the Protected Property. Provided, however, Grantor may construct wells, incident to allowed uses on the Protected Property and subject to legally required permits and regulations.

Q. Grantor shall not use nor allow others to use any portion of the Protected Property as a commercial or public shooting range or target area.

**ARTICLE V. GRANTOR'S RESERVED RIGHTS**

Grantor reserves to itself and its successors, guests, or invitees, and assigns, the following specified rights ("Reserved Rights"), which are deemed to be consistent with the Conservation Purposes of this Easement. The exercise of the Reserved Rights shall be in full accordance with all applicable local, state, and federal law, as amended from time to time, as well as in accordance with the Conservation Purposes of this Easement.

A. The right to observe, maintain, and photograph, wildlife on the Protected Property; to plant millet, grass or similar crops in existing pasture areas; to use the Protected Property for non-commercial hiking, camping, charitable, educational or conservation events, ecological tours, horseback riding and other equestrian activities and related uses, canoeing or kayaking so long so long as such activities do not violate any of the prohibitions applicable to the Protected Property or Grantee's rights, as stated above, and are consistent with the Conservation Purposes of this Easement.

B. Grantor reserves, and shall continue to own, the hunting and fishing rights on, or related to, the Protected Property and Grantor may lease such rights with prior notice to the Grantee, but such lease shall not require the consent or approval of the Grantee. Any lease of these rights shall be contingent upon Grantor providing Grantee with a wildlife management plan, within sixty (60) days of execution of the lease agreement, consistent with the rules and guidelines of the Florida Fish and Wildlife Conservation Commission or successor agency or organization of the state.

C. The right to conduct controlled or prescribed burning and mechanical brush control on the Protected Property in accordance with applicable BMPs.

D. The right to mortgage the Protected Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.

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



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F. The right to the exclusive use of the property (subject to Grantee's inspection rights) and improvements depicted in the BNRI, as otherwise allowed in this Easement.

G. The right to engage in agricultural operations on the Protected Property, identified in the BNRI, provided such activities are conducted in accordance with applicable BMPs.

(a) Cattle ranching activities based on the most current BMPs and the number of acres of existing improved pasture and natural lands utilized for native range. The number of animal units that are appropriate for the Protected Property has been determined by the United States Department of Agriculture Natural Resources Conservation Service (NRCS) to be \_\_\_\_\_ animal units in the Prescribed Grazing Plan for the property. The documentation of the NRCS determination shall be maintained at the Grantee's headquarters offices. The carrying capacity in animal units may be changed only by written agreement executed by Grantor and Grantee after consultation with NRCS to reflect changes in BMPs and when necessary to reflect substantive changes to the number of acres of pasture and natural lands. In the event any of the areas of improved pasture utilized for agricultural activities are restored to their pre-conversion, natural condition as part of an approved mitigation or restoration project, they shall thereafter remain in their natural condition.

(b) Forestry operations (silviculture), logging and associated activities consistent with sustainable silviculture practices in accordance with the most current BMPs. Alternatively, participation in the Florida Forest Stewardship Program administered by the Florida Department of Agriculture and Consumer Services, Division of Forestry, or a similar program approved by Florida Department of Environmental Protection that considers sustainable forestry, shall also satisfy the required standards for such activities. Harvesting and replanting of pine trees, subject to applicable BMPs, is permitted in upland areas identified as Improved Pasture in the Baseline Documentation, provided however, Grantor shall not clear cut all the trees planted on the Protected Property at any one time.

(c) Any existing ponds as indicated in the BNRI may be maintained for fishing and agricultural purposes in accordance with all applicable Local, State and Federal laws, rules, and regulations, and applicable BMPs.

H. The right to have one ten (10) acre area within the property, described in Exhibit A, (Residence Area), for the construction of Two Residences and Associated Improvements. The aggregate size of the Residences and Associated Improvements shall not exceed a total of 40,000 square feet of impervious surface area including a single driveway for access, not to exceed 10 feet in width. The exact location of the Residence Area shall be shown on the survey of the Easement. Linear utilities and access roads necessary to service the Residences and Associated Improvements may extend beyond the Residence Area, subject to Grantee's approval. Grantor shall submit the final design and construction plans to the Grantee for review to determine compliance with the terms of this Easement prior to submittal of any local application for construction or building permits. Grantee shall have fifteen (15) business days within which to provide Grantor with any comments.

(a) "Residence" means a residential dwelling structure containing at a minimum permanently installed cooking, or indoor or outdoor sanitary facilities. A residence may include attached or detached household guest and employee quarters and a home occupation or

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professional office of the occupant and may have Associated Improvements as hereinafter defined.

(b) "Associated Improvements" means such other buildings, structures, living quarters, recreational facilities, and improvements as are customarily appurtenant to comparable residential dwellings in the vicinity of the Protected Property, including but not limited to garages, barns, stables, paddocks, run-in sheds, storage sheds, swimming pools, tennis courts, guest quarters, energy generation or transmission facilities and utilities including electric, solar, water, and septic systems, leach fields, telecommunication receiving and transmittal devices, docks, gazebos, bird homes and nesting areas, water pipelines, and other buildings and facilities for all residential, agricultural, and forestry uses.

I. The right to construct, maintain and repair barns, signs, roads, fences, ponds and drainage ditches, or other structures or buildings, including any movement of soil on the Protected Property necessary to complete permitted improvements, including Grantor's retained rights within the Residence Area , and all utilities required to support such improvements necessary for agricultural activities not prohibited by this Easement, in accordance with all applicable Local, State and Federal laws, rules, and regulations, and applicable BMPs.

J. The right to hold temporary or seasonal outdoor activities or events (Activities) that do not permanently alter the physical appearance of the Protected Property and that do not impair the Conservation Values of the Protected Property and the Conservation Purposes of this Easement.

K. The right to take action necessary to preserve water levels, to preserve the natural purity of the water, or to prevent the erosion of any slope or shoreline on the Protected Property, in accordance with all applicable Local, State, and Federal laws, rules, and regulations, and applicable BMPs and are consistent with the Conservation Values of the Protected Property and the Conservation Purposes of this Easement.

L. The right to take emergency action to preserve and protect Grantor's rights herein in response to natural disasters, environmental hazards, or threats to human safety.

M. The right to bring any legal action permitted under Florida law in a court of competent jurisdiction, if Grantor believes that Grantee has unreasonably withheld approvals or interferes with or unreasonably denies any of Grantor's reserved rights.

N. The right to participate in conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted on the Protected Property under this Easement subject to Grantee's approval which shall not be unreasonably withheld. Activities to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Protected Property include, but are not limited to, stream bank restoration, wetland and stream mitigation, biological carbon sequestration and biodiversity mitigation provided that the land will continue to be used for its authorized purpose, the mitigation proposal will provide environmental benefits over and above the terms of this Easement, and does not result in the extinguishment of this Easement or any of its terms.

#### **ARTICLE VI. MISCELLANEOUS TERMS**

A. **Recordation.** Grantor shall record this Easement and any amendments thereto in a timely fashion in the Official Records of Manatee County, Florida, and shall rerecord it at any



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time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Easement in the public records.

B. **Ad Valorem Taxes.** Grantor agrees to make timely payment of all ad valorem taxes on the Protected Property. In each tax year, Grantor shall provide Grantee written proof of payment of taxes on the Protected Property on or before the date such taxes would be considered delinquent.

C. **Indemnification.** Grantor shall indemnify, defend and hold Grantee and all Grantee's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorney fees and costs, and attorney's fees and costs on appeal, caused or incurred, in whole or in part as a result of any action or activity of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees as a result of the use and ownership of, or activities on the Protected Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Protected Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28, F.S., or extend Grantee's liability beyond the limits established in Section 768.28, F.S., or constitute consent to be sued by third parties.

D. **Monitoring.** Inspections by the Grantee shall occur annually and may occur as often as reasonably necessary to monitor Grantor's exercising of its reserved rights and enforce the terms and conditions of this Easement. Grantor shall assist Grantee in the monitoring and enforcement of the terms and conditions of this Easement. The Grantee and its agents, employees, contractors, assigns, and other authorized persons may enter upon, over and across the Protected Property, to inspect it, not including building interiors, for the purpose of ensuring compliance with the terms and conditions of this Easement, so long as such entry does not interfere with the rights and uses of the Protected Property retained by the Grantor and provided that Grantee notify Grantor at least seven (7) days before said inspection except in the case of an emergency or if Grantee has reason to believe there has been a violation, in which notice must be given no less than twenty-four (24) hours before said inspection. The Grantee shall provide Grantor with a written list of employees and other authorized entities assigned to monitor and enforce the terms and conditions of this Easement in accordance with this Paragraph VI(D). The Grantee and its agents, employees, contractors, assigns and other authorized persons shall ensure all gates are secured and Grantee shall repair any damage to the property caused by Grantee and its agents, employees, contractors, assigns and other authorized persons.

E. **Public Access.** No right of access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

F. **Notice of Violation.** In the event any of the terms and conditions of this Easement are violated, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Hernando County, Florida. As a condition precedent for filing of any lawsuit, the Parties shall perform the mediation process immediately stated below.

G. **Mediation.** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Easement promptly by confidential mediation before resorting to litigation.

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H. **Notices.** Any notice, demand or request which may be or is required or to be given under this Easement shall be delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested, and shall be addressed to Grantor or to Grantee at the addresses first set forth above.

I. **Approvals.** When Grantor's or Grantee's approval is required, a request for such approval shall be made in writing and shall include information identifying the proposed site or activity with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the approval is required. In the case of withholding of approval, Grantor or Grantee shall notify the requesting party in writing with reasonable specificity, the reasons for withholding approval, and the conditions, if any, on which approval might otherwise be given. Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them either separately or jointly.

J. **Forbearance Not a Waiver.** Any forbearance by Grantee to exercise its rights under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

K. **Severability; Liberal Construction.** 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 shall not be affected thereby. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement and consistent with the perpetual protection of the Conservation Values of the Protected Property shall be favored over any interpretation that would be inconsistent therewith. This Easement shall be construed and interpreted with the intention of conforming to the requirements of Section 704.06, F.S.

L. **Entire Agreement.** This Easement, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the Parties and shall not be changed, altered, or modified. In the event any terms or provisions of this Easement are determined by competent judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or shall be construed or deleted as such authority determines, and the remainder of this Easement shall be construed as being in full force and effect.

M. **Force Majeure.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any actions against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, trespass, 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 Protected Property resulting from such causes.

N. **Assignment Limitations.** Grantee shall not assign its interest in this Easement except to the State of Florida, the successor in interest to the Grantee or a political subdivision of the State of Florida, without first obtaining the prior written consent of the Grantor, which may be withheld by Grantor in its sole discretion. Any assignment without such consent shall be void and have no effect. If Grantee shall cease to exist or cease to be authorized to hold conservation



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easements under Florida law, then Grantee's rights and obligations under this Easement shall immediately become vested in the State of Florida.

**O. Successors; Benefits and Burdens.** The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the Parties hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Protected Property.

**P. Condemnation.** If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full fair market value of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking, without regard to any diminution in value attributable to the Easement. Prior to the payment of any expenses reasonably incurred by the Parties to this Easement in connection with such taking, Grantee shall be entitled to its proportionate share from the recovered proceeds. The respective rights of Grantor and Grantee set forth in this Paragraph VI(P) shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Easement as of the effective date of this grant.

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

**R. Effective Date.** This Easement and the restrictions arising hereunder shall be effective after all signatures required by law have been affixed hereto and the Easement has been recorded in the official records of Manatee County, Florida.

**S. Definitions.** For the purpose of this Easement, the following definitions shall apply:

1. "Improved Pasture" shall be considered grazing lands of introduced species or domesticated native forage species that receive periodic renovation and cultural treatments such as tillage, fertilization, mowing, or weed control and for the purposes of this Easement, identified in the BNRI as improved pasture.

2. "Native Range" shall be considered natural lands on which the existing vegetation, whether growing naturally or through management, is suitable for grazing and browsing of domestic livestock at least part of the year. Native range includes any natural grasslands, savannas, shrub-lands, woodlands and wetlands which support a vegetative cover of native grasses, grass-like plants, forbs, shrubs or other natural species and for the purposes of this Easement, as identified in the BNRI as native range.

3. "Best Management Practices" ("BMPs") as referenced throughout this document are considered to include those generally accepted practices currently approved (subject to future change) by Florida Department of Agriculture and Consumer Services ("FDACS") in conjunction with any or all of the following:

U.S. Department of Agriculture Natural Resources Conservation Service ("NRCS")  
United States Fish and Wildlife Service ("USFWS")

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Florida Fish and Wildlife Conservation Commission ("FWC")  
Florida Forest Stewardship Program  
Florida Division of Historical Resources ("FDHR")  
University of Florida Institute of Food and Agricultural Sciences ("IFAS")  
Florida Cattleman's Association

5. "Commercial or industrial activity" shall be defined as any use or activity which is not permitted within this Easement for which a financial benefit is sought or for which money is charged, whether or not the activity or use is profitable. Prohibited activities include but are not limited to dairy, swine, poultry, confined animal feedlot operations, row crops, or citrus production activities. Permitted activities include events related to charitable, educational or conservation events or groups, ranching, ecological tours, hunting and fishing rights reserved to Grantor herein, and other activities whose purpose is management of wildlife on the Protected Property.

**[The Rest of the Page Intentionally Left Blank]**

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**IN WITNESS WHEREOF** Grantor has caused this Easement to be executed the day and year first above written.

Witnesses:

GRANTOR:

Rocking Seven Ranch & Farms, L.L.C.,  
a Florida limited liability company

\_\_\_\_\_  
Signature of witness

By: \_\_\_\_\_  
Garret T. Barnes, Manager

\_\_\_\_\_  
Printed name of witness

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Printed name of witness

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me, by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Garret T. Barnes, Manager of Rocking Seven Ranch & Farms, L.L.C., a Florida limited liability company organized under the laws of the State of Florida, on behalf of the limited liability company. He is \_\_\_\_\_ personally known to me, or produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Exhibit B  
Purchase and Sale - Conservation Easement

(Corporate Seal)

GRANTEE:  
Southwest Florida Water Management  
District, a public corporation of the State  
of Florida

Approved as to Form and Legality

By: \_\_\_\_\_  
Karen E. West,  
Office of General Counsel

By: \_\_\_\_\_  
Mark Taylor, Chair

STATE OF FLORIDA  
COUNTY OF HERNANDO

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence  
or \_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Mark  
Taylor, Chair of the Governing Board of the Southwest Florida Water Management District, a public  
corporation, on behalf of the Southwest Florida Water Management District, who are personally  
known to me.

\_\_\_\_\_

(Notary Seal) Notary Public

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Exhibit B  
Purchase and Sale - Conservation Easement

GRANTEE:  
Southwest Florida Water Management  
District, a public corporation of the  
State of Florida

ATTEST:

(Corporate Seal)

By: \_\_\_\_\_  
Joel Schleicher, Secretary

Approved as to Form and Legality

By: \_\_\_\_\_  
Karen E. West,  
Office of General Counsel

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Joel Schleicher, as Secretary of the Governing Board of the Southwest Florida Water Management District, a public corporation, on behalf of the Southwest Florida Water Management District, who are personally known to me.

(Notary Seal)

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Exhibit B  
Purchase and Sale - Conservation Easement

EXHIBIT A

Rocking Seven Ranch and Farms

LEGAL DESCRIPTION

COM AT THE SW COR OF SEC 26; TH S 89 DEG 52 MIN 17 SEC E, A DIST OF 994.52 FT TO THE POB; TH CNT S 89 DEG 52 MIN 17 SEC E, A DIST OF 4155.93 FT; TH S 00 DEG 18 MIN 34 SEC W, A DIST OF 1224.58 FT; TH S 51 DEG 39 MIN 51 SEC E, A DIST OF 6683.16 FT TO THE SE COR OF SEC 36; TH N 89 DEG 38 MIN 23 SEC W, A DIST OF 9240.00 FT; TH N 01 DEG 37 MIN 58 SEC W, A DIST OF 5323.30 FT TO THE POB, (1230/1533). ALSO IN SEC 36-35-21.; LESS OR 1478 P 1184 DESC AS FOL: COM AT THE SW COR OF SEC 35, SD PT BEING S 88 DEG 24 MIN 40 SEC E, A DIST OF 40.91 FT FROM THE NE COR OF SEC 3; TH S 89 DEG 38 MIN 23 SEC E, ALG THE SLY LN OF AFOREMENTIONED SEC 35, A DIST OF 1109.86 FT; TH N 01 DEG 37 MIN 58 SEC W, A DIST OF 1254 FT FOR A POB; TH ("N" REPLACE WITH "S") 88 DEG 22 MIN 02 SEC E, A DIST OF 65 FT; TH N 01 DEG 37 MIN 58 SEC W, A DIST OF 100 FT; TH N 88 DEG 22 MIN 02 SEC W, A DIST OF 65 FT; TH S 01 DEG 37 MIN 58 SEC E, A DIST OF 100 FT TO THE POB. PI#1672.0010/4

AND

COM AT THE SW COR OF SEC 26; TH S 89 DEG 52 MIN 17 SEC E, A DIST OF 994.52 FT TO THE POB; TH N 01 DEG 37 MIN 58 SEC W, A DIST OF 3114.83 FT; TH N 48 DEG 52 MIN 08 SEC E, A DIST OF 1600.00 FT; TH E, A DIST OF 3062.09 FT; TH S 00 DEG 18 MIN 34 SEC W, A DIST OF 4175.42 FT; TH N 89 DEG 52 MIN 17 SEC W, A DIST OF 4155.93 FT TO THE POB , CONT 389.75 AC, M/L, (1231/1474) PI#1637.2000/6

AND

ACCESS EASEMENT NORTH FROM STATE ROAD 70 TO MAIN GATE OF ROCKING SEVEN RANCH



Exhibit B  
Purchase and Sale - Conservation Easement  
Exhibit B Project Area Map

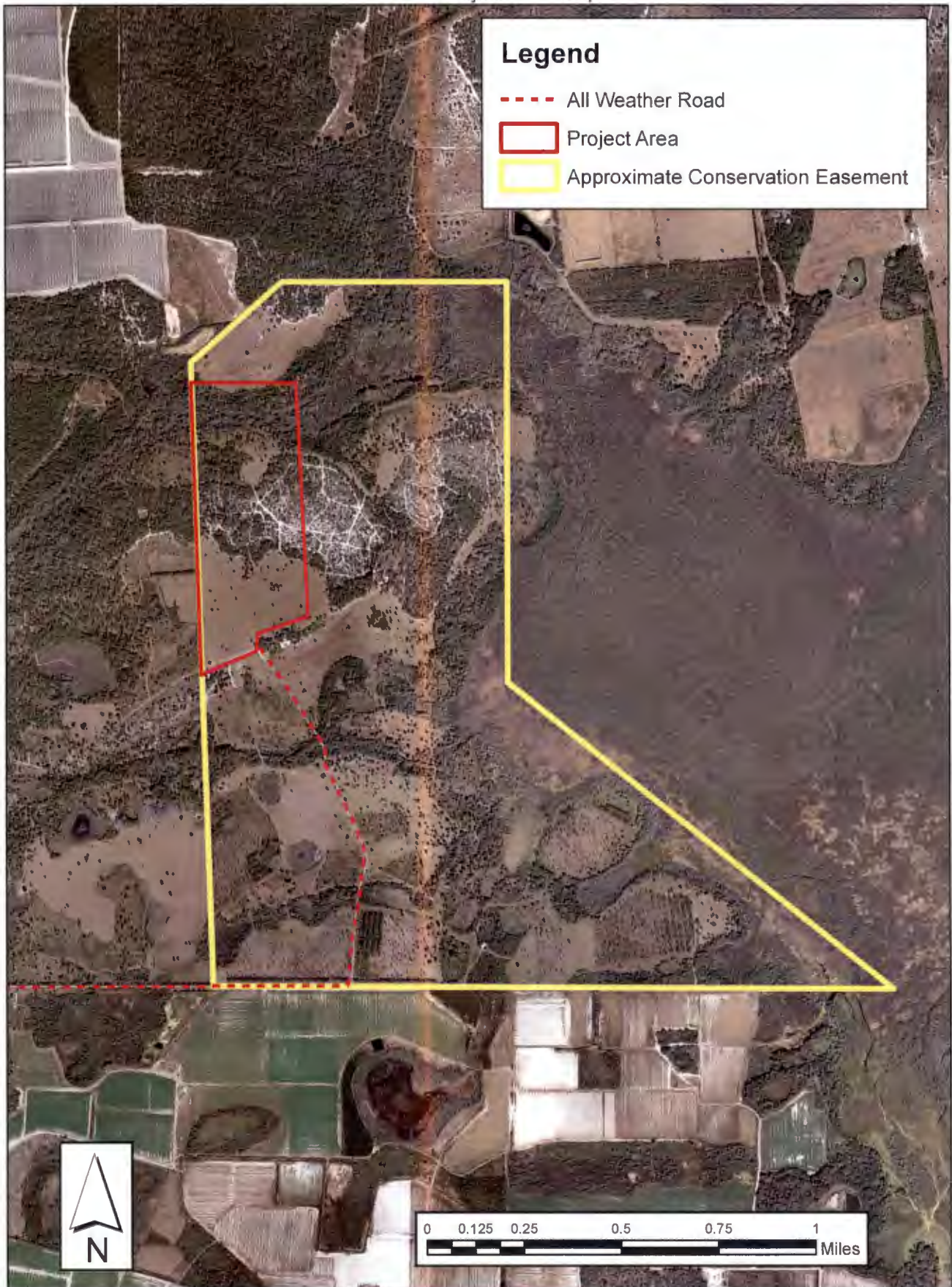


Exhibit B  
Purchase and Sale - Conservation Easement

EXHIBIT C  
WATER DIVERSION PROJECT

As illustrated on the conceptual project map, this project would essentially divert water from Ogleby Creek to a recharge well approximately ½ of a mile to the south. Overall, there will be approximately 3,200 LF of underground piping and an estimated 14,000 linear feet of all-weather road from wells and related infrastructure to SR 70 across the ranch's existing main road.

**Project Requirements**

- Access to this area of the property is required by the SWFWMD
- A total project area encompassing approximately 5 acres
- Permits from Florida Department of Environmental Protection (FDEP) and Manatee County
- Project and funding approval by the SWFWMD Governing Board

**Approximate Specifications**

- One Intake structure, pump house and water treatment facility (power lines and pipes will be underground)
- One 20-inch Recharge Well, with a depth of 1,500 feet
- One 6-Inch Monitor Well, with a depth of 900 feet
- One 6-Inch Monitor Well, with a depth of 450 feet (Suwannee Limestone zone)
- Additional monitor wells only if required by the facility's permit limited to the Project Area
- A one-acre construction area will be needed for each well
- Electric service to power intake and recharge well turbines (no gas or diesel power allowed)

**Project Implementation**

- Well Drilling will take approximately one year
- Diversion Infrastructure construction will take about nine months
- Average of three SWFWMD employees or contractors accessing the property daily during construction
- Initial water testing after construction is anticipated to be weekly and then monthly
- All work shall be done to minimize the impact on the property

## Exhibit C

### MINIMUM ENVIRONMENTAL SITE ASSESSMENT REQUIREMENTS TO DETERMINE THE PRESENCE OF CONTAMINANTS

#### SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

The following is the minimum requirements for acceptance of an Environmental Site Assessment (ESA). This outline should not be construed as a limitation.

#### I. PURPOSE

The reports are obtained for the purpose of exercising due diligence in the acquisition of property by determining if there is a probability or the presence of hazardous materials, pollutants, contaminants, wastes or toxic wastes and substances that are designated pursuant to and/or regulated by any applicable federal, state, or local, laws, statutes, ordinances, rules, regulations or other governmental restrictions relating to, regulating or imposing liability or standards of conduct concerning environmental contaminants.

#### II. SCOPE OF WORK

The assessment is to be based on latest American Society of Testing and Materials "ASTM" Standard Practice E 1527, E 1528 or E 2247 depending on the type and size of the property. ***The report shall contain all contracts associated with this environmental site assessment. The contractor shall investigate all environmental issues inclusive of but not limited to CERCLA. The Southwest Florida Water Management District's (District) use is not limited to CERCLA and this report should include surface water issues, wastewater issues, solid waste issues, air pollution issues, and any other environmental issues that might be related to the use of the property as a public land.*** The report will be prepared by qualified professionals who will follow the aforementioned standard practices and any applicable standards set forth by any local, State, and/or Federal governments and/or agencies. In addition to the aforementioned requirements, the contractor shall incorporate following requirements:

- A. Search available public and private records for prior ownership including "Recorded Land Title Records" and use including investigation of occupational licenses, professional licenses and permits of the property from the present back to 1940 or the first recorded ownership and/or use, whichever is earlier. These sources cannot be the only historical sources consulted. At least one additional standard historical source, per ASTM standard practice must also be consulted.



### **Exhibit C**

- B. When investigations include the use of an ASTM E 1528 Transaction Screen Questionnaire, personal interviews with prior owners, prior tenants and their employees, and neighboring landowners must be attempted. This questionnaire and results shall be included in the report.
- C. Review of current and historical aerial photographs of the property for an evaluation of prior uses of the property from the present back to the first aerial photographic records, if available. This resource is not to be used as an additional source to fulfill requirements described in paragraph - II. A.
- D. Review United States Geological Surveys and topographic maps, Natural Resource Conservation Service soil surveys, and Sanborn Fire Insurance Maps, if applicable, to identify the general topography, ground water characteristics and historic use of the property.
- E. If possible, determine if a prior environmental audit or assessment has been done; and, if so, what it disclosed.
- F. Property investigation requirements:
  - 1. The site assessor, with compass or other means, will traverse the property in a manner that assures uniform coverage so that the entire property is viewed. The density of the traverses may vary according to the vegetation type. A map must be constructed showing the location of each traverse used to note the location of any condition described in paragraphs 2 and 3 of this section.
  - 2. The site assessor must make note of and examine any debris, mounds, stressed vegetation, unusual land colorations, odors, physical irregularities or similar features or deposits that may indicate old dump or contaminant sites. Other areas that will require careful examination are sinkholes, ravines, rights-of-way, edges of the fields and watercourses.
  - 3. Any dump or contaminant sites discovered should be noted on the traverse map, numbered and described briefly. For example, cans, barrels, garbage pits, storage tanks, machinery and similar materials associated with each site should be rated as to the degree of concern for contaminants. The site assessor will inspect the interior of any structure on the property for all the above.

### **III. ENVIRONMENTAL REPORT**

The written report, submitted with four copies, must be signed, sealed and dated by a professional engineer (P.E.) or professional geologist (P.G.). A statement of the

### **Exhibit C**

qualification(s) of all professional personnel involved in the preparation of the ESA, including the site assessor, must be included in the report. The report should include a summation of all parties contacted and all work performed. The report should describe observations and finds and list any dump or contaminant sites on the traverse map. The report must have color photographs including all sites depicted on the traverse map. At any stage of the assessment where potential contamination is discovered, notification should be provided to the contracting party. A recommendation for additional investigation (Phase II ESA) must be accompanied by a cost estimate. Specific authorization must be obtained before proceeding with any services beyond those provided for in this scope of services.

Each ESA report shall include a copy of these requirements in the addenda and conform to the presentation format/checklist as follows:

## Exhibit C

SITE ASSESSOR: \_\_\_\_\_ SWFWMD PARCEL NO. \_\_\_\_\_

### ENVIRONMENTAL SITE ASSESSMENT PRESENTATION FORMAT/CHECKLIST (ALL REPORT ARE TO BE BOUND, AND EACH SECTION DIVIDED WITH PERMANENT-TYPE TABS)

#### PART ONE-INTRODUCTION

#### PAGE #

- (1) INTRODUCTION / PURPOSE \_\_\_\_\_
- (2) TABLE OF CONTENTS/COMPLETED CHECKLIST \_\_\_\_\_
- (3) SPECIAL TERMS, CONDITIONS & LIMITATIONS \_\_\_\_\_
- (4) LIMITING CONDITIONS & METHODOLOGIES USED \_\_\_\_\_

#### PART TWO-SITE DESCRIPTION

- (1) LOCATION AND LEGAL DESCRIPTION \_\_\_\_\_
- (2) SITE AND VICINITY CHARACTERISTICS \_\_\_\_\_
- (3) STRUCTURES AND OTHER SITE IMPROVEMENTS \_\_\_\_\_  
(A) INTERIOR INSPECTION REQUIRED \_\_\_\_\_
- (4) CURRENT USE OF SITE & ADJOINING PROPERTIES \_\_\_\_\_
- (5) SITE MAPS OR PLANS \_\_\_\_\_

#### PART THREE- RECORDS REVIEW

- (1) PROPERTY OWNERSHIP INFORMATION \_\_\_\_\_
- (2) HISTORICAL USE OF SITE & ADJOINING PROPERTIES \_\_\_\_\_
- (3) ENVIRONMENTAL RECORD SOURCES, FED., ST. & OTHER \_\_\_\_\_

#### PART FOUR-SITE AND AREA RECONNAISSANCE

- (1) INTERVIEWS - OWNER, GOV. OFFICIALS & OTHERS \_\_\_\_\_
- (2) ON & OFF-SITE RECONNAISSANCE \_\_\_\_\_
- (3) TRAVERSE MAP IDENTIFYING CONDITIONS OF CONCERN \_\_\_\_\_

#### PART FIVE-SUMMARY OF EVALUATIONS AND CONCLUSIONS

- (1) ASSESSMENT RESULTS & RECOMMENDATIONS \_\_\_\_\_
- (2) SIGNATURES OF ESA PROFESSIONALS \_\_\_\_\_

#### PART SIX-APPENDIX

- (1) SITE PHOTOGRAPHS \_\_\_\_\_
- (2) GENERAL SOILS INFORMATION \_\_\_\_\_
- (3) REGULATORY AGENCY & LAND TITLE INFORMATION \_\_\_\_\_
- (4) OTHER APPLICABLE INFORMATION \_\_\_\_\_
- (5) QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS \_\_\_\_\_

## EXHIBIT D

### BASELINE INVENTORY AND NATURAL RESOURCES ASSESSMENT

#### PURPOSE

The purpose of the Baseline Inventory and Natural Resources Assessment (Baseline Inventory) is to document the natural resource values and physical condition of a specified land area or property prior to the District's purchase of a conservation easement over the subject property. It is a prerequisite to final execution of the purchase and is to be incorporated by reference into the recorded closing documents. A comprehensive map detailing the resources and physical features of the property is to be prepared in association with the Baseline Inventory and attached to the closing documents. The Baseline Inventory will serve as a primary source of guidance for establishing the property rights to be purchased via the easement, any limitations to be placed on future use, and any long-term management requirements considered necessary to preserve or maintain the natural resource values that served as a basis for purchase of the conservation easement and protection of the property.

#### SCOPE OF WORK

All tasks shall be performed by qualified environmental professionals. Field studies, wildlife surveys, mapping, and other tasks performed in association with preparation of the Baseline Inventory must conform with accepted methodologies and professional standards. Any deviation from generally accepted methodologies and standards must be acknowledged and justified in the final document.

Land Use/Land Cover Mapping – All land use and land cover types will be delineated on a map using the Florida Land Use, Cover and Forms Classification System (FLUCCS) developed by the Florida Department of Transportation. The resolution of land cover and land use will be to the Level III subcategory. Tables that list the areal extent of each land cover and land use category occurring within the property must also be prepared.

1. Prepare a FLUCCS-based map that delineates the limits of the natural vegetative communities or associations present on the property, and that distinguishes the primary land use of those areas that have been substantially altered from a natural condition. The map should be developed using the most current aerial photography and land use/land cover data available, and be ground-truthed as necessary to ensure accuracy.
2. Provide a summary table(s) that lists the total acreage of each land cover or land use type documented on the property.

Habitat Assessment – A wildlife survey and habitat assessment will be conducted in order to identify significant habitat features (e.g., wading bird rookeries, eagle nests, tortoise burrows, roosting sites, etc.) and provide a qualitative assessment of the property's habitat values for native flora and fauna. The assessment will include preparation of a list of imperiled species protected under the Endangered Species Act or by the State of Florida that are observed or expected to reside on the property, and include information on occurrence of invasive, non-native species.

1. Using the most current data available (e.g., aerial photography, geographically rectified data, Florida Natural Areas Inventory Element Occurrence records, literature review,



## EXHIBIT D

pedestrian surveys, etc.), prepare a habitat map that identifies significant habitat for native flora and fauna, and documents the occurrence of significant habitat features.

2. Provide a qualitative assessment of the status or condition of the various natural vegetative communities or associations identified in the land use/land cover map.
3. Compile a list of imperiled floral and faunal species that potentially inhabit the project site based on available data, observations during field visits, or the presence of suitable habitat within the known geographic range of a species.
4. Provide a list of the invasive, non-native species observed on the property, including all those designated Category I species by the Florida Exotic Pest Plant Council. Include a map that documents the location of significant infestations and identifies the invasive species present at such sites. Provide a qualitative assessment of the prevalence of each Category I species observed on the property, and a quantitative assessment (percent coverage, frequency, or other acceptable measure) of prevalence for those deemed to represent significant infestations.
5. Conduct interviews with the landowner, farm manager, ranch foreman or other individuals having long-term familiarity with the property to obtain historical information about the grazing of livestock, logging or silviculture activities, row cropping, hunting, wildfire or controlled burning, and other historic land uses or management activities. Provide a summary of historical information obtained.

Agricultural And Silvicultural Operations – If the property is utilized for agricultural or silvicultural operations, describe the uses and the intensity of use, such as grazing intensity and crop types. Provide recommendations for a prescribed fire program (frequency, time of year, etc), areas that should be excluded from certain agriculture uses, and measures necessary to protect water quality. If the property is utilized for silvicultural operations, or is projected to be use for such operation, then the Best Management Practices (BMPs) applicable to the property shall be summarized. When the property is utilized for grazing of livestock a range management plan is required. The plan shall include recommendations regarding appropriate management practices for such operations including the following:

1. If applicable, prepare a range management plan that prescribes recommended stocking rates for all likely species (e.g., cattle, horses, etc.). Stocking rates are to be expressed in animal units. A range of possible stocking rates, based on various pasture management regimes, should be established.
2. Identify the carrying capacity for each animal unit (how many acres of improved pasture or native range is required to maintain each animal unit species without negatively impacting the land).
3. Include a seasonal grazing rotation plan for the property.
4. Identify improvements needed to meet the goals of the plan (fertilization regimes, etc.)

Physical Improvements – Document all the physical improvements or alternations made to the property including buildings, drainage ditches or swales, water control structures, watering holes for livestock, fish ponds, wells, firelines, roads, etc.

## EXHIBIT D

1. Prepare a map showing the location of all physical improvements or alterations to the property.
2. Provide archival-quality photographic documentation of all major physical improvements or alterations to the property. Such documentation should be conducted in a manner that allows reproducible results by establishing photo-stations. The geographic location (latitude and longitude) and directional information (compass heading) for each photo-station must be recorded.

Reporting Requirements – A written report shall be generated to present the information required by this SCOPE OF WORK. Two (2) draft copies shall be provided for review and three (3) original copies of the finalized report shall be submitted to the District. A composite map that includes the land use/land cover information, significant habitat features, and significant physical improvements or alterations shall also be provided to the District.

1. Provide two draft copies of the Baseline Inventory report for review by the District and the landowner, and three copies of the finalized Baseline Inventory report. One copy of the final report is to be provided to the landowner. The District will also be provided with an Adobe Acrobat pdf version of the final document.
2. Provide a high-quality composite map that includes the land use/land cover information, significant habitat features, and significant physical improvements or alterations of the property.
3. The final copies of the Baseline Inventory report must be signed by the project manager or environmental professional responsible for compiling the report.

## EXHIBIT E

### **Southwest Florida Water Management District Requirements for Boundary Surveys**

#### **Scope of Work**

- ☐ All interior improvements must be shown (including wells, septic tanks, interior fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.
- ☐ The survey will be certified to the 1) Southwest Florida Water Management District, 2) current owners, 3) Title Insurance agency and 4) Title Insurance underwriter.
- ☐ The following certification will appear on the survey map:

**THIS \_\_\_\_\_ SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS OF PRACTICE APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES.**

- ☐ Title Commitment exceptions must be addressed on the survey (*see Mapping section below*).
- ☐ The survey will be based on the Florida State Plane Coordinate System (West Zone), North American Datum of 1983/Current Adjustment. Distances shown on the drawing and reported within any legal description created for this task work assignment will be converted to ground using an average scale factor.
- ☐ When applicable, the existence of Sovereign Boundaries will be determined by coordinating with the Bureau of Survey and Mapping, Florida Department of Environmental Protection. The demarcation will be a part of this scope.
- ☐ Show all Federal Emergency Management Agency (FEMA) Flood Zones and/or Floodways. Search FEMA and local community for letter of map amendment (LOMA) and/or letter of map revision (LOMR) and show changes, if any. Reference Community Panel(s) and dates.

**When the lands being surveyed, or any portion thereof, are described as being a portion of a PLSS Section, Eight (8) controlling corners for each section described will be recovered and shown on the map of survey. If current corner and accessories are substantially different new Certified Corner Records are to be submitted to FDEP and copies provided as a deliverable for this task work assignment. In some instances, all 8 controlling corners may not need to be surveyed, this can be negotiated on a case by case basis with a District PSM after the request for scope and fee is made.**  
**Mapping**

- ☐ Drawing size will be 24" x 36" drawn at an appropriate scale for the details being shown (for large areas, preferred scale 1"=200' or larger, e.g. 1"=100'). If multiple sheets are used, sheet one of the set will be the key sheet, which will show the entire boundary of the parcel, street names and linework for the improvements and easements. Each subsequent sheet in the set will show the adjoining sheet number at the edge of the parcel, where applicable. All sheets will contain details, as needed, for clarity of improvements or encroachments.
- ☐ The following information will be prominently displayed in drawing title block, together with the

## EXHIBIT E

District's logo:

<i>Southwest Florida Water Management District</i> <i>Survey Section</i> <i>2379 Broad Street U.S. Hwy. 41 South</i> <i>Brooksville, Fl. 34604</i> <i>(352) 796-7211 (800) 423-1476</i>	<i>Basin Name: (e.g. Green Swamp)</i> <i>Project Name: xxxxxxxxxxxxxxxxxxxx</i> <i>Parcel Number: (e.g. 10-100-100)</i> <i>Parcel Name: xxxxxxxxxxxxxxxxxxxx</i>
---	---

- ☐ Drawing orientation will have north to the top of the sheet (preferred) or to the right.
- ☐ A coordinate table, listing state plane coordinates for all property corners and Section corners recovered or set, will be shown.
- ☐ "Surveyor's Notes:" will be required on the drawing. This section will include a statement regarding the datum and accuracy of horizontal coordinates shown, together with the average scale factor used. The scaled around point (centroid) used for the conversion to ground distances will be noted; accuracy of located features will be noted, any items the surveyor of record feels needs to be reported about the survey will be noted in this section in a numbered paragraph(s) format.
- ☐ When north is rotated to the right on a sheet, all annotation will be oriented to read normally when the user views the map with north towards the top of the page.
- ☐ The legal description of the survey will be shown with a header of "Legal Description".
- ☐ List area in acres to the hundredth (e.g. 123.45 acres) and label within the parcel boundaries and below the legal description.
- ☐ Prominently label the parcel number within the boundaries of the parcel.
- ☐ When listing area in acres, do not state "more or less" except when combining with square footage (e.g. Containing 97,123 square feet or 2.23 acres more or less).
- ☐ List the title exceptions under Survey Notes:

Easements listed as items X, X, X, etc. under Schedule B – Section 2 of (Title Insurance Company Name)'s commitment number: XXXXXX (and if applicable) reference number XXXXXXX effective date: XXXXXX XX, XXXX at XX:XX (a.m./p.m.) have been shown or noted hereon.

- ☐ Drawing No. XX-XXX-XXX (xx-xxx-xxx = parcel number) will be placed outside the bottom border on the right side.
- ☐ Any line or curve tables will be labeled and numbered in ascending order.
- ☐ Do not show owner(s) names or tax parcel identifiers from the property appraiser's data.
- ☐ When multiple sheets are used, the FEMA flood zone boundaries will be shown only in the last sheet of the set. This sheet will depict the entire parcel boundary, show sufficient features for orientation and be drawn at a reasonable scale.



## EXHIBIT E

- ❑ Only applicable items and/or abbreviations will be shown in the legend.
- ❑ A simple line diagram, vicinity or location map is required and will show the subject survey relative to clearly labeled major roadways. Do not copy in or externally reference other map sources i.e. aerial photography, scanned maps, web services.
- ❑ Drawing date (drawing started) will appear in the title box.
- ❑ No revision date will appear unless signed and sealed prints have previously been issued.
- ❑ Each sheet that depicts the survey boundaries will show the applicable Section(s), Township(s) and Range(s) and County(s) inside the upper right border.
- ❑ List geodetic control stations in notes (minimum of two), include designation and P.I.D.
- ❑ All monumentation recovered outside the boundaries of the subject survey that was included in the analysis and resolution of the survey will be shown and dimensioned.

### **CAD Standards**

- ❑ CAD file name will normally be the District parcel number (i.e. XX-XXX-XXX.dwg).
- ❑ Save file in 2007 or newer format.
- ❑ CAD file will be purged (*see note below*), layer set to 0, left in appropriate space for plotting (model or paper) and zoomed extents.
- ❑ The CAD file will be delivered referenced to NAD 83 (2011) Florida West Zone. Distance labels will ground distances and not grid.
- ❑ Any custom fonts, shapes, line types, plot style tables, hatching will be provided. (*Using eTransmit can assist with identifying custom files.*)
- ❑ CAD file will contain No annotative objects, if annotative objects were created as a part of normal work flow then the “flatten” command will be utilized to remove such formatting.
- ❑ If multiple sheets are needed, use of paper space is required.
- ❑ CAD file will have all external references removed. (*Use the XREF command to confirm.*)
- ❑ No entities will be contained in layer 0, which color will be white and linetype continuous.
- ❑ Layers will be set to the proper state for plotting.
- ❑ All entities will be created By-Layer, e.g. color, linetype or lineweight.
- ❑ Do not utilize aerial images as background or an overlay.
- ❑ Provide a layer named “SWFWMD-Boundary” containing a closed polyline of the subject survey. This layer should be frozen and not printed.

## EXHIBIT E

- ❑ Provide a separate layer named “SWFWMD-Easement-ORBXXXXXX-PGXX” containing a closed polyline for each easement listed in the title commitment exceptions. This layer should be frozen and not printed.
- ❑ All entities will be separated into appropriate layers. Using the Layer Properties Manager, add a Description for any abbreviated layer names that may not be easily understood.
- ❑ The body of the legal description, including the caption, but not the header, will be an mtext entity.

***Note:** It has been discovered that the table style “Legend” that also has a text style “Legend” associated with it cannot be purged, even if there are no entities in the drawing. This is a bug in Version 2009 and prior versions of AutoCAD.*

***Solution:** Execute the Rename command and rename table style “Legend” to another name. It will then allow you to purge the table style and text style “Legend”.*

### **Initial Deliverables**

This is not a preliminary or in progress submittal, it should be complete and ready to seal.

- ❑ A PDF plot of the survey printed at the same size as the hard copy (filename: **Drawing No. XX-XXX-XXX.pdf**, where XX-XXX-XXX is the parcel number)
- ❑ Provide an AutoCAD drawing file of the survey (filename: **XX-XXX-XXX.DWG**, where XX-XXX-XXX is the parcel number. The date of this file will not be later than the PDF plot).
- ❑ A zip file containing all custom font, line types, plot styles, color tables, etc. (filename: **CAD Support Files.zip**, this will not contain the DWG file).
- ❑ Pictures of all boundary markers, control, encroachments, and general site conditions will be provided. (filename: **Site Photos.pdf**)
- ❑ Provide copies of all field notes scanned into PDF format. The beginning page of notes will list the company name, address and telephone number. All pages will contain field book-page numbers and identify the crew persons and dates of work (filename: **Field Notes.pdf**).
- ❑ Provide all supporting computations and analysis of measurements including:
  - Adjustment, translation, rotation, balancing, etc; use bookmarks to organize and annotate to allow for review (filename: **Analysis.pdf**).
  - Export all Data Collection, e.g. conventional, GPS, leveling to an ASCII file format (filename: **(type of) Data Collection.txt**).
  - NGS Control Datasheets – minimum of two (filename: **Source Control.pdf**)

*Note: The Source Control.pdf will contain the horizontal and vertical data sheets separated by bookmarked categories. If the NGS station(s) is both horizontal and vertical it would be under its own bookmark category.*

*For example: Horizontal  
XXXXXX XXXX, [PID Designation]*

## **EXHIBIT E**

Vertical  
XXXXXX XXXX, [PID Designation]

Horizontal-Vertical  
XXXXXX XXXX, [PID Designation]

Note: Compile these data in a zip file (filename: **Computations.zip**).

- ❑ Copies of any reference maps will be provided in PDF format:
  - Right-of-Way including maintained, proposed or existing (filename: **Name of Road – County –Type.pdf**)
  - Surveys by others (filename: **Surveys by Others.pdf** - if more than one include in same PDF with bookmarks)
  - FEMA Flood Map (filename: **FEMA Flood Map - community panel number.pdf**)
  - Existing/New Certified Corner Records (filename: **CCR – Sec-Twp-RGE-Cor.pdf**)

Note: These data will be compiled in zip file (filename: **Reference Data.zip**).

- ❑ When the question or establishment of mean high water, safe upland elevation or ordinary high water lines is required, a scanned copy of the signed letter from DEP will be provided in PDF format (filename: **DEP Sovereign Letter.pdf**).

Initial deliverables will be provided in one zip file named with your company initials and current date with no spaces e.g. YCI\_03-17-10.zip. If the size of the zip file is below 20MB, send it as an email attachment. If it is above 20MB the following link is for the District Sharefile account, you can drag and drop the “zip” file there, after posting to Sharefile an email stating that the file has been uploaded to the District sharefile account shall be sent, stating the name of the file.

ShareFile Link: <https://watermatters.sharefile.com/share/upload/recf05e329a9421eb>

### **PDF Format Requirements**

- Edit the PDF and rotate pages for reading or viewing (*Use the Rotate command in the Pages tab*).
- When scanning field book pages position in the same orientation and location.
- Convert bit-mapped images (e.g. site photos) to PDF and reduce to letter size.
- Combine same types of documents into one PDF and create bookmarks for each type. (*For example Field Notes from different books or types of data collected. Also computations from different sources or types i.e. closures, GPS processing, adjustments. Site photos of different locations.*)
- Use the optimize function to reduce the size of large PDF files, when scanning documents to PDF format do not use a resolution greater than 300 dpi.

## **EXHIBIT E**

### **Final Deliverables**

Resubmit any initial deliverable files that required changes.

- ❑ Provide six (6) signed-sealed prints of the final boundary survey.
- ❑ If a separate Surveyor's Report is provided, after signing and sealing, the document will be scanned into PDF format and named (*filename: **Survey Report.pdf***).

The following data should have been provided with the RFP:

Basin Name	Title Commitment
Project Name	District Survey data
Parcel Number	District Logo (AutoCAD format)*
Parcel Name	*available upon request

### **Addendum for Well Site Surveys**

- ❑ All scope of work, mapping, CAD standards and deliverables detailed in the requirements above are applicable to this addendum, unless noted otherwise below.
- ❑ These surveys usually consist of three areas identified as follows:

Proposed Well Site Area – normally a 10 foot by 10 foot (*see exception map for site requirements*).

Proposed Access Area – normally 10 foot in width from public right of way to proposed well site area (*see exception map for site requirements*).

Proposed Temporary Construction Area – normally 100 foot by 100 foot surrounding the proposed well site area (*see exception map for site requirements*).

- ❑ One parcel number represents all three areas. Instead of labeling parcel number within the boundaries, label the type i.e. Proposed Well Site Area, leaders may be used.
- ❑ Boundary corners are to be set for all three parcels.
- ❑ Locate trees 4" DBH (Diameter at Breast Height) within the Access and Well site Areas Only.
- ❑ Title commitment provided will cover the parent parcel, not the well site parcel areas to be created, sufficient recovery of parent parcel boundary limits will be shown to validate that the well site and its additional easements are within the parent parcel limits.
- ❑ Only improvements that are within the proposed well site parcels or within 10 feet of their furthest extent (typically that would be the limits of the "Temporary Construction Area") are required to be located, no additional parent parcel improvements are required to be located unless additional instructions are given on a case by case basis, this would be negotiated after the request for scope



## EXHIBIT E

and fee is made.

When the parent parcel is described as being a portion of a PLSS section(s), sufficient section corner locations will be made in order to verify that the well site location is contained wholly within the described portion of the section(s), this may include the location of evidential boundary corners for other subdivided portions of the section(s).

- ☐ Legal descriptions are to be written for each area surveyed.
- ☐ When describing curve direction in a legal description use the phrase "...curve to the left..." or "...curve to the right..." not "...curve concave to the east (etc.)..."
- ☐ Legal description will be written and boundaries dimensioned in a clockwise direction.
- ☐ Legal descriptions will use "for the point of beginning" at the first instance and "to the point of beginning" on return.
- ☐ The legal description header for each boundary will contain a hyphen and area name. For example: Legal Description – Proposed Well Site Area.
- ☐ There will be only one survey drawing which will depict all three areas and contain their legal descriptions.
- ☐ Temporary Construction Area boundaries will be drawn using a dashed linetype.
- ☐ FEMA Flood Zone Data is not required for Well Site Surveys.
- ☐ The scale of the drawing will be increased to focus on the surveyed areas, not the parent tract.

**Note:** In some instances four wooden stakes have been placed at the proposed well site area location, as well as an iron rod at its center. These points were placed by others representing its approximate location to the land owner. If existing at the time of survey, they will be located and placed on a frozen layer named SWFWMD-Field Points in the provided CAD file. When practical the well site area should be placed at these points. However, appropriate boundaries (i.e. parallel or perpendicular with the parent boundaries, where applicable) will be created and conform with the parameters shown on the exception map provided. If unforeseen circumstances are encountered making the aforementioned impractical, contact the District for further direction.

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