

Exhibit A

LEGAL DESCRIPTION

CONSERVATION EASEMENT LEGAL DESCRIPTION

(PARCEL A)

A PARCEL OF LAND, LOCATED IN SECTION 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 800.09 FEET TO THE NORTHEAST CORNER OF THE SIXTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 24.53 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9476 AT PAGE 182 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 11°33'29" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 70.40 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE BARTOW NORTHERN CONNECTOR;

THENCE NORTH 66°42'03" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 41.68 FEET TO A POINT ON THE EAST LINE OF THE SIXTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 00°22'51" WEST ALONG SAID EAST LINE, A DISTANCE OF 52.68 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL B)

A PARCEL OF LAND LOCATED IN SECTION 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34, THENCE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 50.01 FEET TO THE NORTHWEST CORNER OF THE FIFTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 00°22'59" EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 200.02 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL ALSO BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 89°32'22" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.02 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE NORTH 00°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 150.02 FEET TO A POINT ON THE SOUTH LINE OF A 50.00 FOOT EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 4074 AT PAGE 286 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 89°32'22" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 49.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BARTOW NORTHERN CONNECTOR;

THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE:

- 1) THENCE SOUTH 44°38'48" EAST, A DISTANCE OF 36.35 FEET;
- 2) THENCE SOUTH 66°46'00" EAST, A DISTANCE OF 300.34 FEET;
- 3) THENCE SOUTH 0°22'59" EAST, A DISTANCE OF 8.20 FEET;
- 4) THENCE SOUTH 89°31'45" EAST, A DISTANCE OF 19.42 FEET;
- 5) THENCE SOUTH 66°46'00" EAST, A DISTANCE OF 248.94 FEET TO THE NORTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING SIXTEEN (16) CALLS ARE ALONG SAID NORTHERLY LINE:

- 1) THENCE SOUTH 78°03'30" WEST, A DISTANCE OF 153.85 FEET;
- 2) THENCE SOUTH 77°51'19" WEST, A DISTANCE OF 47.84 FEET;
- 3) THENCE SOUTH 63°34'20" WEST, A DISTANCE OF 122.23 FEET;
- 4) THENCE SOUTH 60°45'10" WEST, A DISTANCE OF 109.97 FEET;
- 5) THENCE SOUTH 36°58'31" WEST, A DISTANCE OF 106.69 FEET;
- 6) THENCE SOUTH 13°49'15" WEST, A DISTANCE OF 137.06 FEET;
- 7) THENCE SOUTH 0°20'46" EAST, A DISTANCE OF 52.24 FEET;
- 8) THENCE SOUTH 9°11'59" EAST, A DISTANCE OF 48.53 FEET;
- 9) THENCE SOUTH 35°40'01" EAST, A DISTANCE OF 79.31 FEET;

- 10) THENCE SOUTH 6°12'04" EAST, A DISTANCE OF 65.60 FEET;
 - 11) THENCE SOUTH 48°00'44" WEST, A DISTANCE OF 55.84 FEET;
 - 12) THENCE SOUTH 78°47'38" WEST, A DISTANCE OF 57.48 FEET;
 - 13) THENCE NORTH 54°06'04" WEST, A DISTANCE OF 77.88 FEET;
 - 14) THENCE NORTH 16°12'04" WEST, A DISTANCE OF 131.87 FEET;
 - 15) THENCE NORTH 63°35'35" WEST, A DISTANCE OF 96.06 FEET;
 - 16) THENCE NORTH 87°39'40" WEST, A DISTANCE OF 72.70 FEET TO A POINT ON THE EAST LINE OF A 50.00 FOOT DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 871 AT PAGE 458 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;
- THENCE NORTH 00°22'59" WEST ALONG SAID EAST LINE, A DISTANCE OF 531.59 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL C)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 00°22'59" EAST ALONG THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 00°22'59" EAST ALONG THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 179.97 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "A"**, SAID POINT ALSO BEING ON THE NORTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING TWENTY-NINE (29) CALLS ARE ALONG SAID NORTHERLY LINE:

- 1) THENCE NORTH 87°39'40" WEST, A DISTANCE OF 76.99 FEET;
- 2) THENCE NORTH 75°54'56" WEST, A DISTANCE OF 54.70 FEET;
- 3) THENCE NORTH 74°37'48" WEST, A DISTANCE OF 35.21 FEET;
- 4) THENCE NORTH 25°41'26" EAST, A DISTANCE OF 205.70 FEET;
- 5) THENCE NORTH 16°14'59" WEST, A DISTANCE OF 131.87 FEET;
- 6) THENCE NORTH 61°55'16" WEST, A DISTANCE OF 184.49 FEET;

- 7) THENCE SOUTH 77°39'00" WEST, A DISTANCE OF 6.26 FEET;
- 8) THENCE SOUTH 85°43'59" WEST, A DISTANCE OF 66.95 FEET;
- 9) THENCE SOUTH 74°22'21" WEST, A DISTANCE OF 82.06 FEET;
- 10) THENCE SOUTH 54°46'30" WEST, A DISTANCE OF 97.32 FEET;
- 11) THENCE SOUTH 52°14'26" WEST, A DISTANCE OF 46.40 FEET;
- 12) THENCE SOUTH 18°20'34" WEST, A DISTANCE OF 54.98 FEET;
- 13) THENCE SOUTH 16°07'20" WEST, A DISTANCE OF 85.11 FEET;
- 14) THENCE SOUTH 5°19'30" WEST, A DISTANCE OF 80.10 FEET;
- 15) THENCE SOUTH 8°16'59" EAST, A DISTANCE OF 60.19 FEET;
- 16) THENCE SOUTH 7°59'22" WEST, A DISTANCE OF 58.73 FEET;
- 17) THENCE SOUTH 7°07'25" EAST, A DISTANCE OF 74.16 FEET;
- 18) THENCE SOUTH 4°12'07" WEST, A DISTANCE OF 68.00 FEET;
- 19) THENCE SOUTH 48°52'44" WEST, A DISTANCE OF 61.96 FEET;
- 20) THENCE NORTH 43°37'13" WEST, A DISTANCE OF 54.57 FEET;
- 21) THENCE SOUTH 55°50'24" WEST, A DISTANCE OF 46.46 FEET;
- 22) THENCE SOUTH 40°10'25" WEST, A DISTANCE OF 61.74 FEET;
- 23) THENCE NORTH 61°39'26" WEST, A DISTANCE OF 24.22 FEET;
- 24) THENCE SOUTH 48°16'29" WEST, A DISTANCE OF 44.88 FEET;
- 25) THENCE SOUTH 38°10'45" WEST, A DISTANCE OF 153.68 FEET;
- 26) THENCE SOUTH 30°46'12" WEST, A DISTANCE OF 58.99 FEET;
- 27) THENCE SOUTH 53°23'05" WEST, A DISTANCE OF 86.65 FEET;
- 28) THENCE SOUTH 67°56'37" WEST, A DISTANCE OF 53.65 FEET;
- 29) THENCE NORTH 86°54'21" WEST, A DISTANCE OF 186.81 FEET TO THE EAST LINE OF AN INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2169 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING TWO (2) CALLS ARE ALONG SAID EAST LINE:

- 1) THENCE NORTH 01°40'59" EAST, A DISTANCE OF 982.68 FEET;

2) THENCE NORTH 00°52'23" WEST, A DISTANCE OF 226.29 FEET TO A POINT ON THE SOUTH LINE OF A 50.00 FOOT EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 4074 AT PAGE 286 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 88°55'55" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 222.37 FEET TO A POINT ON THE WEST LINE OF THE SECOND PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORD OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 150.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 88°55'55" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE NORTH 00°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 150.01 FEET TO A POINT ON THE SOUTH LINE OF A 50.00 FOOT EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 4074 AT PAGE 286 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 88°55'55" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 350.03 FEET TO A POINT ON THE WEST LINE OF THE FIRST PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 00°22'59" EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 150.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 88°55'55" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE NORTH 00°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 150.01 FEET TO A POINT ON THE SOUTH LINE OF A 50.00 FOOT EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 4074 AT PAGE 286 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 88°55'55" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 299.95 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL D)

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 88°55'55" WEST ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 1,322.87 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE SOUTH 00°52'23" EAST ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER OF SECTION 33, A DISTANCE OF 225.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 01°40'59" WEST ALONG THE WEST LINE OF AN INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2169 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 993.94 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "B"**, SAID POINT ALSO BEING ON THE NORTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING EIGHT (8) CALLS ARE ALONG SAID NORTHERLY LINE:

- 1) THENCE NORTH 55°21'56" WEST, A DISTANCE OF 27.02 FEET;
- 2) THENCE NORTH 82°55'03" WEST, A DISTANCE OF 58.57 FEET;
- 3) THENCE SOUTH 73°06'13" WEST, A DISTANCE OF 54.64 FEET;
- 4) THENCE SOUTH 79°35'04" WEST, A DISTANCE OF 103.61 FEET;
- 5) THENCE SOUTH 85°16'47" WEST, A DISTANCE OF 86.96 FEET;
- 6) THENCE SOUTH 83°33'01" WEST, A DISTANCE OF 144.25 FEET;
- 7) THENCE SOUTH 62°04'53" WEST, A DISTANCE OF 109.42 FEET;
- 8) THENCE SOUTH 51°31'52" WEST, A DISTANCE OF 33.10 FEET TO A POINT ON THE EASTERLY LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 37°20'03" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 524.96 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "C"**, SAID POINT BEING ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2129 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 53°49'51" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1,157.83 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL E)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "C"**, THENCE SOUTH 53°49'51" WEST NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2129 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 75.02 FEET TO A POINT ON THE WESTERLY LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 37°20'03" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 514.53 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "D"**, SAID POINT ALSO BEING ON THE NORTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING THIRTEEN (13) CALLS ARE ALONG SAID NORTHERLY LINE:

- 1) THENCE SOUTH 71°07'07" WEST, A DISTANCE OF 128.36 FEET;
- 2) THENCE NORTH 85°43'20" WEST, A DISTANCE OF 300.49 FEET;
- 3) THENCE SOUTH 69°17'39" WEST, A DISTANCE OF 152.33 FEET;
- 4) THENCE SOUTH 60°15'32" WEST, A DISTANCE OF 210.00 FEET;
- 5) THENCE SOUTH 52°41'37" WEST, A DISTANCE OF 151.35 FEET;
- 6) THENCE SOUTH 40°44'41" WEST, A DISTANCE OF 168.74 FEET;
- 7) THENCE SOUTH 50°16'45" WEST, A DISTANCE OF 81.70 FEET;
- 8) THENCE SOUTH 72°15'19" WEST, A DISTANCE OF 89.36 FEET;
- 9) THENCE SOUTH 70°47'34" WEST, A DISTANCE OF 109.77 FEET;
- 10) THENCE SOUTH 67°15'58" WEST, A DISTANCE OF 70.66 FEET;
- 11) THENCE SOUTH 48°09'17" WEST, A DISTANCE OF 82.40 FEET;
- 12) THENCE SOUTH 27°51'30" WEST, A DISTANCE OF 148.58 FEET;

13) THENCE SOUTH 51°14'26" WEST, A DISTANCE OF 12.49 FEET;
THENCE NORTH 10°58'25" WEST, A DISTANCE OF 296.50 FEET;
THENCE NORTH 31°24'07" EAST, A DISTANCE OF 575.85 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "E"**, SAID POINT BEING ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2129 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;
THENCE NORTH 76°27'05" EAST, A DISTANCE OF 591.24 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33;
THENCE NORTH 53°49'51" EAST, A DISTANCE OF 375.76 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL F)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "E"**, THENCE SOUTH 76°27'05" WEST, A DISTANCE OF 70.65 FEET TO A POINT ON THE WEST LINE OF A 50.00 FOOT PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4776 AT PAGE 1339 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THE FOLLOWING TWO (2) CALLS ARE ALONG SAID WEST LINE:

- 1) THENCE SOUTH 31°24'07" WEST, A DISTANCE OF 545.32 FEET;
- 2) THENCE SOUTH 10°58'20" EAST, A DISTANCE OF 335.92 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "F"**, SAID POINT ALSO BEING ON THE NORTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING EIGHT (8) CALLS ARE ALONG SAID NORTHERLY LINE:

- 1) THENCE NORTH 78°11'34" WEST, A DISTANCE OF 86.11 FEET;
- 2) THENCE NORTH 89°41'56" WEST, A DISTANCE OF 177.92 FEET;
- 3) THENCE SOUTH 83°51'38" WEST, A DISTANCE OF 73.44 FEET;
- 4) THENCE SOUTH 77°52'36" WEST, A DISTANCE OF 162.28 FEET;
- 5) THENCE SOUTH 88°32'49" WEST, A DISTANCE OF 111.55 FEET;

- 6) THENCE SOUTH 75°25'20" WEST, A DISTANCE OF 90.49 FEET;
- 7) THENCE SOUTH 66°41'03" WEST, A DISTANCE OF 50.38 FEET;
- 8) THENCE SOUTH 44°59'04" WEST, A DISTANCE OF 82.85 FEET TO A POINT ON THE NORTHEASTERLY ORDINARY HIGH-WATER LINE OF THE SADDLE CREEK;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID SADDLE CREEK:

- 1) THENCE NORTH 70°52'30" WEST, A DISTANCE OF 16.97 FEET;
- 2) THENCE NORTH 24°35'48" WEST, A DISTANCE OF 9.92 FEET;
- 3) THENCE NORTH 38°53'39" WEST, A DISTANCE OF 635.67 FEET;
- 4) THENCE NORTH 40°37'03" WEST, A DISTANCE OF 300.53 FEET TO A POINT HEREAFTER REFERRED TO AS REFERENCE POINT "G", SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. 17 (STATE ROAD 555) PER FLORIDA DEPARTMENT OF TRANSPORTATION 'S RIGHT-OF-WAY MAP, MAP SECTION #6030-2525;

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID EASTERLY RIGHT-OF-WAY LINE:

- 1) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 637.50 FEET;
- 2) THENCE NORTH 54°40'35" EAST, A DISTANCE OF 114.13 FEET;
- 3) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 225.08 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9326 AT PAGE 1285 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 85°34'30" EAST ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 761.93 FEET TO A POINT ON THE WEST LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING TWO (2) CALLS ALONG SAID WEST LINE:

- 1) THENCE SOUTH 2°39'11" WEST, A DISTANCE OF 71.24 FEET;
- 2) THENCE SOUTH 82°30'39" EAST, A DISTANCE OF 105.34 FEET;

THENCE SOUTH 18°24'35" EAST, A DISTANCE OF 571.87 FEET;

THENCE NORTH 76°27'05" EAST, A DISTANCE OF 125.60 FEET TO THE **POINT OF BEGINNING.**

TOGETHER WITH: (PARCEL G)

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "A"**, THENCE SOUTH 00°22'59" EAST ALONG THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 62.02 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 00°22'59" EAST ALONG THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 561.64 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE SOUTH 89°18'16" WEST ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF 1,311.30 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 01°43'11" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF 77.84 FEET TO A POINT ON THE SOUTHERLY ORDINARY HIGH WATER LINE OF THE PEACE CREEK;

THE FOLLOWING TWENTY-ONE (21) CALLS ARE ALONG SAID SOUTHERLY LINE;

- 1) THENCE NORTH 88°34'14" EAST, A DISTANCE OF 150.31 FEET;
- 2) THENCE SOUTH 88°07'10" EAST, A DISTANCE OF 163.61 FEET;
- 3) THENCE NORTH 31°13'59" EAST, A DISTANCE OF 93.65 FEET;
- 4) THENCE NORTH 21°25'00" EAST, A DISTANCE OF 81.99 FEET;
- 5) THENCE NORTH 44°37'28" EAST, A DISTANCE OF 135.26 FEET;
- 6) THENCE NORTH 69°01'51" EAST, A DISTANCE OF 116.85 FEET;
- 7) THENCE NORTH 70°11'50" EAST, A DISTANCE OF 28.60 FEET;
- 8) THENCE NORTH 47°56'41" EAST, A DISTANCE OF 84.44 FEET;
- 9) THENCE NORTH 27°24'04" EAST, A DISTANCE OF 22.70 FEET;
- 10) THENCE NORTH 03°48'42" EAST, A DISTANCE OF 137.35 FEET;
- 11) THENCE NORTH 03°48'51" WEST, A DISTANCE OF 122.57 FEET;

- 12) THENCE NORTH 00°25'25" EAST, A DISTANCE OF 102.51 FEET;
- 13) THENCE NORTH 26°46'05" EAST, A DISTANCE OF 102.20 FEET;
- 14) THENCE NORTH 56°54'18" EAST, A DISTANCE OF 112.97 FEET;
- 15) THENCE NORTH 77°26'14" EAST, A DISTANCE OF 177.67 FEET;
- 16) THENCE SOUTH 64°36'01" EAST, 1 A DISTANCE OF 60.85 FEET;
- 17) THENCE SOUTH 05°12'35" EAST, A DISTANCE OF 94.67 FEET;
- 18) THENCE SOUTH 21°34'20" WEST, A DISTANCE OF 113.03 FEET;
- 19) THENCE SOUTH 16°57'02" WEST, A DISTANCE OF 85.02 FEET;
- 20) THENCE SOUTH 44°06'04" EAST, A DISTANCE OF 122.00 FEET;
- 21) THENCE NORTH 87°55'51" EAST, A DISTANCE OF 120.45 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL H)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "B"**, THENCE SOUTH 01°40'59" WEST ALONG THE WEST LINE OF AN INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2169 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 49.86 FEET TO THE **POINT OF BEGINNING**;

THE FOLLOWING TWO (2) CALLS ARE ALONG SAID WEST LINE:

- 1) THENCE CONTINUE SOUTH 01°40'59" WEST, A DISTANCE OF 77.35 FEET;
- 2) THENCE SOUTH 0°52'23" EAST, A DISTANCE OF 760.20 FEET TO A POINT ON THE NORTH LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 37°20'03" WEST ALONG SAID NORTH LINE, A DISTANCE OF 927.63 FEET TO A POINT ON THE SOUTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING SIX (6) CALLS ARE ALONG SAID SOUTHERLY LINE;

- 1) THENCE NORTH 38°35'45" EAST, A DISTANCE OF 23.85 FEET;

- 2) THENCE NORTH 57°10'24" EAST, A DISTANCE OF 50.22 FEET;
- 3) THENCE NORTH 70°17'00" EAST, A DISTANCE OF 54.77 FEET;
- 4) THENCE NORTH 85°10'58" EAST, A DISTANCE OF 193.35 FEET;
- 5) THENCE NORTH 83°18'22" EAST, A DISTANCE OF 141.55 FEET;
- 6) THENCE NORTH 88°34'14" EAST, A DISTANCE OF 111.41 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL I)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFOREMENTIONED **REFERENCE POINT "D"**, THENCE SOUTH 37°20'03" EAST ALONG THE SOUTHERLY LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 47.33 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 37°20'03" EAST, A DISTANCE OF 1,039.95 FEET TO A POINT BEING ON THE WESTERLY LINE OF AN INGRESS AN EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2169 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING SIX (6) CALLS ARE ALONG SAID WESTERLY LINE:

- 1) THENCE SOUTH 42°53'55" WEST, A DISTANCE OF 567.91 FEET;
- 2) THENCE SOUTH 89°41'00" WEST, A DISTANCE OF 380.26 FEET;
- 3) THENCE SOUTH 48°13'57" WEST, A DISTANCE OF 773.54 FEET;
- 4) THENCE SOUTH 2°57'56" WEST, A DISTANCE OF 1,100.14 FEET;
- 5) THENCE SOUTH 1°08'56" WEST, A DISTANCE OF 1,136.90 FEET;
- 6) THENCE SOUTH 84°22'32" EAST, A DISTANCE OF 63.24 FEET;

THENCE SOUTH 16°27'06" EAST ALONG THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1524 AT PAGE 1347 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 2,054.49 FEET TO A POINT ON THE NORTHERLY

RIGHT-OF-WAY LINE OF STATE ROAD 60 PER FLORIDA DEPARTMENT OF
TRANSPORTATION'S RIGHT-OF-WAY MAP, MAP SECTION #16110-2505;

THENCE SOUTH 72°43'50" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A
DISTANCE OF 5.74 FEET TO A POINT ON THE EASTERLY LINE OF A 50.00 FOOT PIPELINE
EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4776 AT PAGE 1328 OF THE
PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID EASTERLY LINE:

- 1) THENCE NORTH 44°51'40" WEST, A DISTANCE OF 7.06 FEET;
- 2) THENCE NORTH 21°16'10" WEST, A DISTANCE OF 35.94 FEET;
- 3) THENCE NORTH 20°24'27" WEST, A DISTANCE OF 1,409.08 FEET;
- 4) THENCE NORTH 14°04'06" WEST, A DISTANCE OF 708.23 FEET TO A POINT ON THE
SOUTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID LINE:

- 1) THENCE SOUTH 88°59'22" EAST, A DISTANCE OF 1.24 FEET;
- 2) THENCE NORTH 52°42'20" EAST, A DISTANCE OF 25.88 FEET;
- 3) THENCE NORTH 41°57'05" WEST, A DISTANCE OF 15.49 FEET;
- 4) THENCE NORTH 83°12'01" WEST, A DISTANCE OF 18.98 FEET TO A POINT ON THE
EASTERLY LINE OF A 50.00 FOOT PIPELINE EASEMENT AS RECORDED IN OFFICIAL
RECORDS BOOK 4776 AT PAGE 1328 OF THE PUBLIC RECORDS OF POLK COUNTY,
FLORIDA;

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID EASTERLY LINE:

- 1) THENCE NORTH 14°04'07" WEST, A DISTANCE OF 1,072.31 FEET;
- 2) THENCE NORTH 9°18'06" WEST, A DISTANCE OF 1,740.81 FEET;
- 3) THENCE NORTH 10°46'49" WEST, A DISTANCE OF 435.28 FEET TO A POINT ON THE
SOUTHERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING TWELVE (12) CALLS ARE ALONG SAID SOUTHERLY LINE:

- 1) THENCE NORTH 57°58'44" EAST, A DISTANCE OF 52.66 FEET;
- 2) THENCE NORTH 32°15'05" EAST, A DISTANCE OF 127.59 FEET;
- 3) THENCE NORTH 43°19'29" EAST, A DISTANCE OF 66.72 FEET;

- 4) THENCE NORTH 59°35'24" EAST, A DISTANCE OF 104.76 FEET;
- 5) THENCE NORTH 69°31'06" EAST, A DISTANCE OF 171.86 FEET;
- 6) THENCE NORTH 46°50'40" EAST, A DISTANCE OF 237.90 FEET;
- 7) THENCE NORTH 49°14'06" EAST, A DISTANCE OF 191.18 FEET;
- 8) THENCE NORTH 62°01'41" EAST, A DISTANCE OF 173.68 FEET;
- 9) THENCE NORTH 69°02'09" EAST, A DISTANCE OF 127.30 FEET;
- 10) THENCE SOUTH 87°18'29" EAST, A DISTANCE OF 325.06 FEET;
- 11) THENCE NORTH 60°07'47" EAST, A DISTANCE OF 14.99 FEET;
- 12) THENCE NORTH 69°55'40" EAST, A DISTANCE OF 122.05 FEET TO THE **POINT OF BEGINNING**;

TOGETHER WITH: (PARCEL J)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "F"**, THENCE SOUTH 10°53'52" EAST ALONG THE WEST LINE OF A 50.00 FOOT PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4776 AT PAGE 1328 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 44.43 FEET TO THE POINT ON THE WESTERLY LINE OF A 50.00 FOOT PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4776 AT PAGE 1328 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID WESTERLY LINE:

- 1) THENCE SOUTH 10°46'48" EAST, A DISTANCE OF 420.97 FEET;
- 2) THENCE SOUTH 9°18'06" EAST, A DISTANCE OF 1,742.25 FEET;
- 3) THENCE SOUTH 14°04'07" EAST, A DISTANCE OF 1,055.33 FEET TO THE TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "H"**, SAID POINT ALSO BEING ON THE EASTERLY ORDINARY HIGH-WATER LINE OF THE PEACE CREEK;

THE FOLLOWING TWENTY-FIVE (25) CALLS ARE ALONG SAID EASTERLY LINE:

- 1) THENCE NORTH 83°12'01" WEST, A DISTANCE OF 206.64 FEET;

- 2) THENCE NORTH 2°20'03" WEST, A DISTANCE OF 193.67 FEET;
- 3) THENCE NORTH 10°03'43" WEST, A DISTANCE OF 247.44 FEET;
- 4) THENCE NORTH 14°25'41" WEST, A DISTANCE OF 56.20 FEET;
- 5) THENCE NORTH 44°56'38" WEST, A DISTANCE OF 145.57 FEET;
- 6) THENCE NORTH 53°24'25" WEST, A DISTANCE OF 230.43 FEET;
- 7) THENCE NORTH 37°37'37" WEST, A DISTANCE OF 316.40 FEET;
- 8) THENCE NORTH 33°09'08" WEST, A DISTANCE OF 390.86 FEET;
- 9) THENCE NORTH 7°46'58" WEST, A DISTANCE OF 83.45 FEET;
- 10) THENCE NORTH 6°41'28" EAST, A DISTANCE OF 150.19 FEET;
- 11) THENCE NORTH 12°14'31" EAST, A DISTANCE OF 83.61 FEET;
- 12) THENCE NORTH 11°00'49" EAST, A DISTANCE OF 102.66 FEET;
- 13) THENCE NORTH 11°42'08" WEST, A DISTANCE OF 89.91 FEET;
- 14) THENCE NORTH 40°23'41" WEST, A DISTANCE OF 97.66 FEET;
- 15) THENCE NORTH 57°44'19" WEST, A DISTANCE OF 208.28 FEET;
- 16) THENCE NORTH 56°54'59" WEST, A DISTANCE OF 251.07 FEET;
- 17) THENCE NORTH 12°22'59" WEST, A DISTANCE OF 265.83 FEET;
- 18) THENCE NORTH 14°05'58" WEST, A DISTANCE OF 86.54 FEET;
- 19) THENCE NORTH 1°10'44" WEST, A DISTANCE OF 114.11 FEET;
- 20) THENCE NORTH 9°32'45" EAST, A DISTANCE OF 340.45 FEET;
- 21) THENCE NORTH 30°07'28" EAST, A DISTANCE OF 94.40 FEET;
- 22) THENCE NORTH 59°37'46" EAST, A DISTANCE OF 158.25 FEET;
- 23) THENCE NORTH 85°14'41" EAST, A DISTANCE OF 144.80 FEET;
- 24) THENCE NORTH 80°15'56" EAST, A DISTANCE OF 195.82 FEET;
- 25) THENCE SOUTH 89°24'08" EAST, A DISTANCE OF 275.44 FEET TO THE **POINT OF BEGINNING.**

TOGETHER WITH: (PARCEL K)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFOREMENTIONED **REFERENCE POINT "G"**, THENCE SOUTH 25°51'56" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE U.S. 17 (STATE ROAD 555) PER FLORIDA DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY MAP, MAP SECTION #16030-2525, A DISTANCE OF 72.34 FEET TO A POINT ON THE SOUTHERLY ORDINARY HIGH-WATER LINE OF THE SADDLE CREEK, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTHERLY LINE:

- 1) THENCE SOUTH 40°32'18" EAST, A DISTANCE OF 445.96 FEET;
- 2) THENCE SOUTH 41°57'05" EAST, A DISTANCE OF 192.07 FEET;
- 3) THENCE SOUTH 36°18'38" EAST, A DISTANCE OF 112.20 FEET;
- 4) THENCE SOUTH 36°32'59" EAST, A DISTANCE OF 168.95 FEET;
- 5) THENCE SOUTH 19°13'01" EAST, A DISTANCE OF 40.38 FEET;

THE FOLLOWING TWENTY-SEVEN (27) CALLS ARE ALONG THE WESTERLY ORDINARY HIGH-WATER LINE OF THE PEACE RIVER:

- 1) THENCE SOUTH 10°21'02" WEST, A DISTANCE OF 301.17 FEET;
- 2) THENCE SOUTH 10°10'02" WEST, A DISTANCE OF 207.65 FEET;
- 3) THENCE SOUTH 13°00'57" EAST, A DISTANCE OF 94.15 FEET;
- 4) THENCE SOUTH 18°28'34" EAST, A DISTANCE OF 186.98 FEET;
- 5) THENCE SOUTH 9°36'44" EAST, A DISTANCE OF 118.96 FEET;
- 6) THENCE SOUTH 33°07'57" EAST, A DISTANCE OF 42.17 FEET;
- 7) THENCE SOUTH 62°09'24" EAST, A DISTANCE OF 248.90 FEET;
- 8) THENCE SOUTH 55°04'40" EAST, A DISTANCE OF 271.95 FEET;
- 9) THENCE SOUTH 17°08'34" EAST, A DISTANCE OF 82.44 FEET;
- 10) THENCE SOUTH 16°10'10" WEST, A DISTANCE OF 89.22 FEET;
- 11) THENCE SOUTH 30°52'32" WEST, A DISTANCE OF 67.47 FEET;
- 12) THENCE SOUTH 7°02'59" WEST, A DISTANCE OF 127.24 FEET;

- 13) THENCE SOUTH 8°48'20" EAST, A DISTANCE OF 198.25 FEET;
- 14) THENCE SOUTH 34°38'53" EAST, A DISTANCE OF 196.87 FEET;
- 15) THENCE SOUTH 34°43'15" EAST, A DISTANCE OF 157.44 FEET;
- 16) THENCE SOUTH 34°34'02" EAST, A DISTANCE OF 244.35 FEET;
- 17) THENCE SOUTH 42°05'00" EAST, A DISTANCE OF 205.23 FEET;
- 18) THENCE SOUTH 71°21'35" EAST, A DISTANCE OF 144.10 FEET;
- 19) THENCE SOUTH 51°34'13" EAST, A DISTANCE OF 116.23 FEET;
- 20) THENCE SOUTH 17°22'05" EAST, A DISTANCE OF 52.34 FEET;
- 21) THENCE SOUTH 8°10'49" EAST, A DISTANCE OF 220.05 FEET;
- 22) THENCE SOUTH 0°25'14" WEST, A DISTANCE OF 180.87 FEET;
- 23) THENCE SOUTH 1°33'45" EAST, A DISTANCE OF 203.71 FEET;
- 24) THENCE SOUTH 0°31'22" EAST, A DISTANCE OF 324.32 FEET;
- 25) THENCE NORTH 39°04'24" WEST, A DISTANCE OF 41.38 FEET;
- 26) THENCE NORTH 28°23'59" WEST, A DISTANCE OF, 71.68 FEET;
- 27) THENCE NORTH 59°34'55" WEST, A DISTANCE OF 20.24 FEET TO A POINT
HEREAFTER REFERRED TO AS **REFERENCE POINT "I"**, SAID POINT BEING ON THE WEST
LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 4;

THENCE NORTH 00°20'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 340.97 FEET TO
THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 4,
SAID CORNER ALSO BEING ON THE SOUTH LINE OF SECTION 33, TOWNSHIP 29 SOUTH,
RANGE 25 EAST;

THENCE NORTH 89°47'39" WEST ALONG THE SOUTH LINE OF SAID SECTION 33, A
DISTANCE OF 1,879.51 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE NORTH 2°03'12" WEST ALONG THE WEST LINE OF THE SOUTHWEST ONE-
QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF 2,641.73 FEET TO THE SOUTHWEST
CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 02°41'48" WEST ALONG THE WEST LINE OF THE NORTHWEST ONE-
QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF 567.33 FEET TO A POINT ON THE
EASTERLY RIGHT-OF-WAY LINE OF U.S. 17 (STATE ROAD 555) PER THE FLORIDA
DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY MAP, MAP SECTION #16030-2525,

SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 7,534.44 FEET, A CENTRAL ANGLE OF 02°17'02", A CHORD BEARING OF NORTH 24°43'25" EAST, AND A CHORD DISTANCE OF 300.33 FEET;

THE FOLLOWING TWO (2) CALLS ARE ALONG SAID EASTERLY RIGHT-OF-WAY LINE:

- 1) THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 300.35 FEET;
- 2) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 324.44 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL L)

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFOREMENTIONED **REFERENCE POINT "I"**, SAID POINT BEING ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 4, THENCE SOUTH 00°20'14" EAST ALONG SAID WEST LINE, A DISTANCE OF 107.08 FEET TO A POINT ON THE WESTERLY ORDINARY HIGH-WATER LINE OF THE PEACE RIVER, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THE FOLLOWING EIGHT (8) CALLS ARE ALONG SAID WESTERLY LINE:

- 1) THENCE SOUTH 37°14'12" EAST, A DISTANCE OF 101.47 FEET;
- 2) THENCE SOUTH 04°17'50" EAST, A DISTANCE OF 143.59 FEET;
- 3) THENCE SOUTH 15°34'32" EAST, A DISTANCE OF 123.39 FEET;
- 4) THENCE SOUTH 14°01'02" EAST, A DISTANCE OF 116.10 FEET;
- 5) THENCE SOUTH 00°41'04" EAST, A DISTANCE OF 51.56 FEET;
- 6) THENCE NORTH 71°07'48" WEST, A DISTANCE OF 68.59 FEET;
- 7) THENCE SOUTH 53°37'24" WEST, A DISTANCE OF 41.56 FEET;
- 8) THENCE SOUTH 45°32'41" WEST, A DISTANCE OF 45.50 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "J"**, SAID POINT BEING ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 4;

THENCE NORTH 00°20'14" WEST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 4, A DISTANCE OF 541.36 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL M)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFOREMENTIONED **REFERENCE POINT "H"**, THENCE SOUTH 14°27'41" EAST ALONG THE WEST LINE OF A 50.00 FOOT PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4776 AT PAGE 1328 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 35.57 FEET TO A POINT ON THE WEST LINE OF A 50.00 FOOT PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4776 AT PAGE 1328 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID WEST LINE:

- 1) THENCE SOUTH 14°04'06" EAST, A DISTANCE OF 726.97 FEET;
- 2) THENCE SOUTH 20°23'06" EAST, A DISTANCE OF 1,374.07 FEET;
- 3) THENCE SOUTH 21°16'10" EAST, A DISTANCE OF 25.67 FEET TO A POINT ON THE NORTH LINE OF A 100.00 FOOT POWER LINE EASEMENT AS RECORDED IN DEED BOOK 992 AT PAGE 535 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 87°41'19" WEST ALONG SAID NORTH LINE, A DISTANCE OF 722.15 FEET TO A POINT ON THE EASTERLY ORDINARY HIGH-WATER LINE OF THE PEACE RIVER;

THE FOLLOWING TWENTY-SEVEN (27) CALLS ARE ALONG SAID EASTERLY LINE:

- 1) THENCE NORTH 10°21'38" WEST, A DISTANCE OF 62.06 FEET;
- 2) THENCE NORTH 6°31'20" WEST, A DISTANCE OF 106.30 FEET;
- 3) THENCE NORTH 39°11'08" WEST, A DISTANCE OF 56.01 FEET;
- 4) THENCE NORTH 18°08'42" WEST, A DISTANCE OF 81.17 FEET;
- 5) THENCE NORTH 75°57'16" WEST, A DISTANCE OF 40.66 FEET;
- 6) THENCE SOUTH 21°42'41" WEST, A DISTANCE OF 58.00 FEET;

- 7) THENCE NORTH 29°33'10" WEST, A DISTANCE OF 42.96 FEET;
- 8) THENCE NORTH 43°16'05" WEST, A DISTANCE OF 29.78 FEET;
- 9) THENCE NORTH 22°26'40" WEST, A DISTANCE OF 77.30 FEET;
- 10) THENCE NORTH 20°17'11" WEST, A DISTANCE OF 85.55 FEET;
- 11) THENCE NORTH 10°29'34" WEST, A DISTANCE OF 124.12 FEET;
- 12) THENCE NORTH 2°11'30" WEST, A DISTANCE OF 121.20 FEET;
- 13) THENCE NORTH 25°50'57" EAST, A DISTANCE OF 29.05 FEET;
- 14) THENCE NORTH 16°16'54" EAST, A DISTANCE OF 146.22 FEET;
- 15) THENCE NORTH 8°12'34" WEST, A DISTANCE OF 69.57 FEET;
- 16) THENCE NORTH 6°45'19" WEST, A DISTANCE OF 27.23 FEET;
- 17) THENCE NORTH 43°19'22" EAST, A DISTANCE OF 10.51 FEET;
- 18) THENCE NORTH 62°08'16" EAST, A DISTANCE OF 10.67 FEET;
- 19) THENCE SOUTH 76°07'23" EAST, A DISTANCE OF 77.59 FEET;
- 20) THENCE NORTH 74°57'47" EAST, A DISTANCE OF 39.35 FEET;
- 21) THENCE NORTH 29°38'58" EAST, A DISTANCE OF 46.82 FEET;
- 22) THENCE NORTH 3°22'18" WEST, A DISTANCE OF 80.38 FEET;
- 23) THENCE NORTH 16°46'19" WEST, A DISTANCE OF 216.82 FEET;
- 24) THENCE NORTH 0°57'32" WEST, A DISTANCE OF 189.58 FEET;
- 25) THENCE NORTH 2°00'35" WEST, A DISTANCE OF 233.33 FEET;
- 26) THENCE NORTH 0°22'51" EAST, A DISTANCE OF 294.54 FEET;
- 27) THENCE SOUTH 84°13'33" EAST, A DISTANCE OF 213.87 FEET TO THE **POINT OF BEGINNING.**

TOGETHER WITH: (PARCEL N)

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 4,
TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "J"**, THENCE SOUTH 00°20'14" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 4, A DISTANCE OF 723.93 FEET TO A POINT ON THE WESTERLY ORDINARY HIGH-WATER LINE OF THE PEACE RIVER, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID WESTERLY LINE:

- 1) THENCE SOUTH 49°26'46" EAST, A DISTANCE OF 128.21 FEET;
- 2) THENCE SOUTH 18°34'51" EAST, A DISTANCE OF 113.19 FEET;
- 3) THENCE SOUTH 0°22'39" WEST, A DISTANCE OF 58.44 FEET;
- 4) THENCE SOUTH 10°46'47" EAST, A DISTANCE OF 21.56 FEET TO A POINT ON THE NORTH LINE OF A 100.00 FOOT POWER LINE EASEMENT AS RECORDED IN DEED BOOK 992 AT PAGE 535 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 87°41'19" WEST ALONG SAID NORTH LINE, A DISTANCE OF 135.68 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "K"**, SAID POINT BEING ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 4;

THENCE NORTH 00°20'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 264.80 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL O)

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "K"**, THENCE SOUTH 00°20'14" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 4, A DISTANCE OF 97.18 FEET TO A POINT ON THE SOUTH LINE OF A 100.00 FOOT POWER LINE EASEMENT AS RECORDED IN DEED BOOK 992 AT PAGE 535 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 87°41'19" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 150.99 FEET TO A POINT HEREAFTER REFERRED TO AS **REFERENCE POINT "L"**, SAID POINT BEING ON THE WESTERLY ORDINARY HIGH-WATERLINE OF THE PEACE RIVER;

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID WESTERLY LINE:

- 1) THENCE SOUTH 8°23'47" EAST, A DISTANCE OF 57.01 FEET;
- 2) THENCE SOUTH 00°52'01" EAST, A DISTANCE OF 72.97 FEET;
- 3) THENCE SOUTH 01°39'17" WEST, A DISTANCE OF 82.74 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 60 PER THE FLORIDA DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY MAP, MAP SECTION #16110-2505;

THENCE SOUTH 72°43'26" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 163.72 FEET TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 4;

THENCE NORTH 00°20'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 266.79 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH: (PARCEL P)

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "L"**, THENCE SOUTH 87°41'19" EAST ALONG THE SOUTH LINE OF A 100.00 FOOT POWER LINE EASEMENT AS RECORDED IN DEED BOOK 992 AT PAGE 535 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA TO THE **POINT OF BEGINNING**;

THENCE SOUTH 87°41'19" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 604.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 60 PER THE FLORIDA DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY MAP, MAP SECTION #16110-2505;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE:

- 1) THENCE SOUTH 17°16'34" EAST, A DISTANCE OF 128.31 FEET;
- 2) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 500.00 FEET;
- 3) THENCE NORTH 17°16'34" WEST, A DISTANCE OF 168.00 FEET;
- 4) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 157.04 FEET TO A POINT ON THE EASTERLY ORDINARY HIGH-WATER LINE OF THE PEACE RIVER;

THE FOLLOWING TWO (2) CALLS ARE ALONG SAID EASTERLY LINE:

- 1) THENCE NORTH 00°54'00" WEST, A DISTANCE OF 28.62 FEET;

2) THENCE NORTH 13°07'28" EAST, A DISTANCE OF 157.09 FEET TO THE **POINT OF BEGINNING**.

SAID CONSERVATION EASEMENTS LYING IN POLK COUNTY, FLORIDA AND CONTAINING 353.872 ACRES MORE OR LESS.

LESS & EXCEPT:

LESS AND EXCEPT THE SOVEREIGN SUBMERGED LANDS OF THE PEACE RIVER, PEACE CREEK, AND SADDLE CREEK VESTED TO THE STATE OF FLORIDA IN 1845 AND DEFINED AS THOSE LANDS AT OR BELOW THE ORDINARY HIGH WATER LINE.

TOGETHER WITH: (PARCEL Q – BUILDING ENVELOPE)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT AFOREMENTIONED **REFERENCE POINT "M"**, THENCE SOUTH 37°20'03" EAST ALONG THE SOUTHERLY LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 50.74 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 37°20'03" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 40.63 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1238 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 00°52'23" EAST ALONG SAID WEST LINE, A DISTANCE OF 390.95 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE SOUTH 89°41'00" WEST ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF 426.05 FEET TO A POINT ON THE EASTERLY LINE OF AN INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2169 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 42°53'55" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 580.94 FEET
TO THE **POINT OF BEGINNING**.

[illegible]

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE S 87° 00' 00" E 100.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4, A DISTANCE OF 10.41 FEET TO THE SOUTHWEST CORNER OF THE SOUTHERLY 1/2 OF SAID DEEDS OF 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 253

[illegible]

THE FOLLOWING PITS 15 CALLS ARE ALONG THE INTERSECTION OF WAY LINE

1. PITCH 6.75' OF 10' EAST, A DISTANCE OF 10 FEET

2. PITCH 5.75' OF 10' EAST, A DISTANCE OF 10 FEET

3. PITCH 5.75' OF 10' EAST, A DISTANCE OF 10 FEET

4. PITCH 5.75' OF 10' EAST, A DISTANCE OF 10 FEET

5. PITCH 5.75' OF 10' EAST, A DISTANCE OF 10 FEET

2. DETERMINE THE WINDSPEED AT A DISTANCE OF 26 IN FEET FROM THE DOWNSTREAM END OF THE PILE TO OBTAIN THE FOLLOWING ESTIMATE OF CALLS AND ALLOW SAIL PROXIMATELY LONG

3. DETERMINE THE WINDSPEED AT A DISTANCE OF 100 FEET

4. DETERMINE THE WINDSPEED AT A DISTANCE OF 400 FEET

5. DETERMINE THE WINDSPEED AT A DISTANCE OF 1000 FEET

```

4) TRIPPLS 60700 N000 10 WEST, A DISTANCE OF 100 FEET
5) TRIPPLS 60700 N00010 WEST, A DISTANCE OF 100 FEET
6) TRIPPLS 60700 N00010 WEST, A DISTANCE OF 170 FEET
7) TRIPPLS 60700 N00010 EAST, A DISTANCE OF 150 FEET
8) TRIPPLS 60700 N00010 EAST, A DISTANCE OF 400 FEET

```

15 THEOREM 3.1.1. Let f be a function on $[a, b]$.
16 THEOREM 3.1.2. Let f be a function on $[a, b]$.
17 THEOREM 3.1.3. Let f be a function on $[a, b]$.
18 THEOREM 3.1.4. Let f be a function on $[a, b]$.
19 THEOREM 3.1.5. Let f be a function on $[a, b]$.

[illegible]

TOGETHER WITH

[illegible]

A J A D S E F L L A N D S E L I C T I O N S T Y C H O S S E S R A N G E D A T A P O L Y T E P L O I D A R I A B I O M E T R Y
 C O M M E N T S A T A S S E S S M E N T S I N F E R E N C E P O I N T S * T E M P E R A T U R E I N C R E A S E S A F F E C T S C A T C A T I O N P O I N T S O F T H E W H E E L A S E O F A M A J O R P O L Y M E R A L S A L S O E X P L A I N S T H E P O I N T O F R E S P O N S E O F C O A T A C T I V E P L A S T I C I Z E R S
 T H E P O L Y M E R I Z A T I O N * C A L L S A L S O A L L O W S W I T E L I N E S
 1. T E M P E R A T U R E I N C R E A S E S A F F E C T S C A T C A T I O N P O I N T S
 2. T E M P E R A T U R E I N C R E A S E S A F F E C T S C A T C A T I O N P O I N T S O F T H E W H E E L A S E O F A M A J O R P O L Y M E R A L S A L S O E X P L A I N S T H E P O I N T O F R E S P O N S E O F C O A T A C T I V E P L A S T I C I Z E R S
 T H E P O L Y M E R I Z A T I O N * C A L L S A L S O A L L O W S W I T E L I N E S
 3. T E M P E R A T U R E I N C R E A S E S A F F E C T S C A T C A T I O N P O I N T S

[illegible]

1. THE PLACE WHERE THE DISTANCE OF 60 FEET
2. THE PLACE WHERE THE DISTANCE OF 60 FEET
3. THE PLACE WHERE THE DISTANCE OF 60 FEET
4. THE PLACE WHERE THE DISTANCE OF 60 FEET
5. THE PLACE WHERE THE DISTANCE OF 60 FEET
6. THE PLACE WHERE THE DISTANCE OF 60 FEET
7. THE PLACE WHERE THE DISTANCE OF 60 FEET
8. THE PLACE WHERE THE DISTANCE OF 60 FEET
9. THE PLACE WHERE THE DISTANCE OF 60 FEET
10. THE PLACE WHERE THE DISTANCE OF 60 FEET

THE FOLLOWING THRESHOLD CALLS ARE ALIGNED WITH EASTLY STREET - H-WAY LINE

- 1. THRESHOLD IN EATS 171' 34" EAST, A DISTANCE OF 6' 9" FROM E
- 2. THRESHOLD IN EATS 564' 35" EAST, A DISTANCE OF 104' 12" FROM E
- 3. THRESHOLD IN EATS 151' 34" EAST, A DISTANCE OF 1' 58" FROM THE CORNER POINT OF CHANGE OF THRESHOLD IN EATS

THE FOLLOWING TOWN CALLS ALPHABETIC WEST LINE

THREE SIXTY TWO FOUR FIFTY A DISTANCE OF FIFTY FEET
THREE SIXTY TWO FOUR FIFTY A DISTANCE OF ONE HUNDRED
THREE SIXTY TWO FOUR FIFTY A DISTANCE OF FIFTY FEET
THREE SIXTY TWO FOUR FIFTY A DISTANCE OF FIFTY FEET
THREE SIXTY TWO FOUR FIFTY A DISTANCE OF FIFTY FEET

PARALLEL FLAME LAYED IN THE NORTHEAST QUADRANT 1/2 OF THE MONTHS-200-000-000 (100 OF SECTION 1)
FINISHED IN FOOT. SAMPLES IN EAST HOLE DO NOT SHOW A SIGNIFICANTLY IMPROVED AS FOLLOWS
COMMENCE AT A 200-000-000 REFERENCE POINT "A", THEREAFTER AN "A" EAST ALONG THE EAST LINE OF THE

THOMAS' JOURNAL SOUTH WESTERLY BAY ALSO THE SAILBOAT OF SAID RE THOMAS A LATELY OF 34.4 METERS TO THE
SOUTHWEST CORNER OF THE MAIN TURTLE ONE-QUARTER OF THE MAIN TURTLE ONE-QUARTER OF THE MAIN OF SAID RE THOMAS 31

THOMAS' JOURNAL REEF ALSO ALONG THE JOURNAL ONE OF THE MAIN TURTLE ONE-QUARTER OF THE MAIN TURTLE
ONE-QUARTER OF THE MAIN OF SAID RE THOMAS A LATELY OF 34.4 METERS TO THE SOUTHWEST CORNER OF THE MAIN TURTLE
ONE-QUARTER OF THE MAIN OF THE MAIN TURTLE ONE-QUARTER OF THE MAIN OF SAID RE THOMAS 31

THE FOLLOWING TWENTY-ONE (21) CALLS ARE APPROXIMATELY REPRESENTATIVE:

1. THOMAS OF THE BRYANT & BARTI A MESSAGE IN HIS FIRST
2. THOMAS OF THE BRYANT & BARTI A MESSAGE IN HIS FIRST
3. THOMAS OF THE BRYANT & BARTI A MESSAGE IN HIS FIRST

7 THEOREM 10.17.11. Let $\mathcal{A}$ be a $\mathcal{C}^*$ -algebra and let $\mathcal{B}$ be a $\mathcal{C}^*$ -algebra. Then $\mathcal{A} \otimes \mathcal{B}$ is a $\mathcal{C}^*$ -algebra.

8 THEOREM 10.17.12. Let $\mathcal{A}$ be a $\mathcal{C}^*$ -algebra and let $\mathcal{B}$ be a $\mathcal{C}^*$ -algebra. Then $\mathcal{A} \otimes \mathcal{B}$ is a $\mathcal{C}^*$ -algebra.

9 THEOREM 10.17.13. Let $\mathcal{A}$ be a $\mathcal{C}^*$ -algebra and let $\mathcal{B}$ be a $\mathcal{C}^*$ -algebra. Then $\mathcal{A} \otimes \mathcal{B}$ is a $\mathcal{C}^*$ -algebra.

10 THEOREM 10.17.14. Let $\mathcal{A}$ be a $\mathcal{C}^*$ -algebra and let $\mathcal{B}$ be a $\mathcal{C}^*$ -algebra. Then $\mathcal{A} \otimes \mathcal{B}$ is a $\mathcal{C}^*$ -algebra.

70 THORACE WILKINSON 174517161 CT A RESIDENCE OF 10000 PERRY
 71 THORPE WILKINSON 174517441 CT A RESIDENCE OF 10000 PERRY
 72 THORPE WILKINSON 174517449 CT A RESIDENCE OF 10000 PERRY
 73 THORPE WILKINSON 174517451 CT A RESIDENCE OF 10000 PERRY
 74 THORPE WILKINSON 174517453 CT A RESIDENCE OF 10000 PERRY

12 THORPE 309726 001721Z JUL 77 A 162543ZC 00 18 510000
13 THORPE 309726 004000Z JUL 77 A 162543ZC 00 18 510000
14 THORPE 309726 004018Z JUL 77 A 162543ZC 00 18 510000
15 THORPE 309726 004018Z JUL 77 A 162543ZC 00 18 510000
16 THORPE 309726 004018Z JUL 77 A 162543ZC 00 18 510000

17. THIRDS POINT 89°57'N EAST A DISTANCE OF 160 METERS
18. THIRDS POINT 89°57'N WEST A DISTANCE OF 160 METERS
19. THIRDS POINT 89°57'N WEST A DISTANCE OF 160 METERS
20. THIRDS POINT 89°57'N EAST A DISTANCE OF 160 METERS
21. THIRDS POINT 89°57'N EAST A DISTANCE OF 160 METERS - THIS POINT IS BEING USED

TOGETHER WITH
PACIFIC
 A FARMER, FLAME LANTERN, AND A T. WINTER IN POWER. THESE THREE HAVE BEEN KNOWN FOR A LONG TIME AS A BROTHERHOOD.
 PART OF THE HISTORY OF THE PACIFIC.

COMMENCE AT A POINT LOCATED BY REFERENCE POINT "B", THENCE SOUTH 61°00'00" WEST ALONG THE WEST LINE OF A 600 FEET AND 600'00" BACKSIGHT ALONG THE LINE OF THE REFERENCE POINTS "B" TO "C" AT A 600'00" IN THE FORESIGHT OF THE POINT "C", A DISTANCE OF 600'00" TO THE POINT OF BEGINNING THE FOLLOWING TABLE CALLS ARE 600'00" EACH TABLE.

F. THENCE TO THE POINT "C" AT A 600'00" IN THE FORESIGHT OF THE POINT "C".

[illegible]

1b. THOMPSON M16-76 907149 8.357. A DISCOUNT. 76 51 15 PAGES
2. THOMPSON M16-76 907149 8.357. A DISCOUNT. 76 51 15 PAGES
3. THOMPSON M16-76 907149 8.357. A DISCOUNT. 76 51 15 PAGES
4. THOMPSON M16-76 907149 8.357. A DISCOUNT. 76 51 15 PAGES
5. THOMPSON M16-76 907149 8.357. A DISCOUNT. 76 51 15 PAGES

SEE SHEET 3 OF 10 FOR CONTINUATION OF CONSERVATION

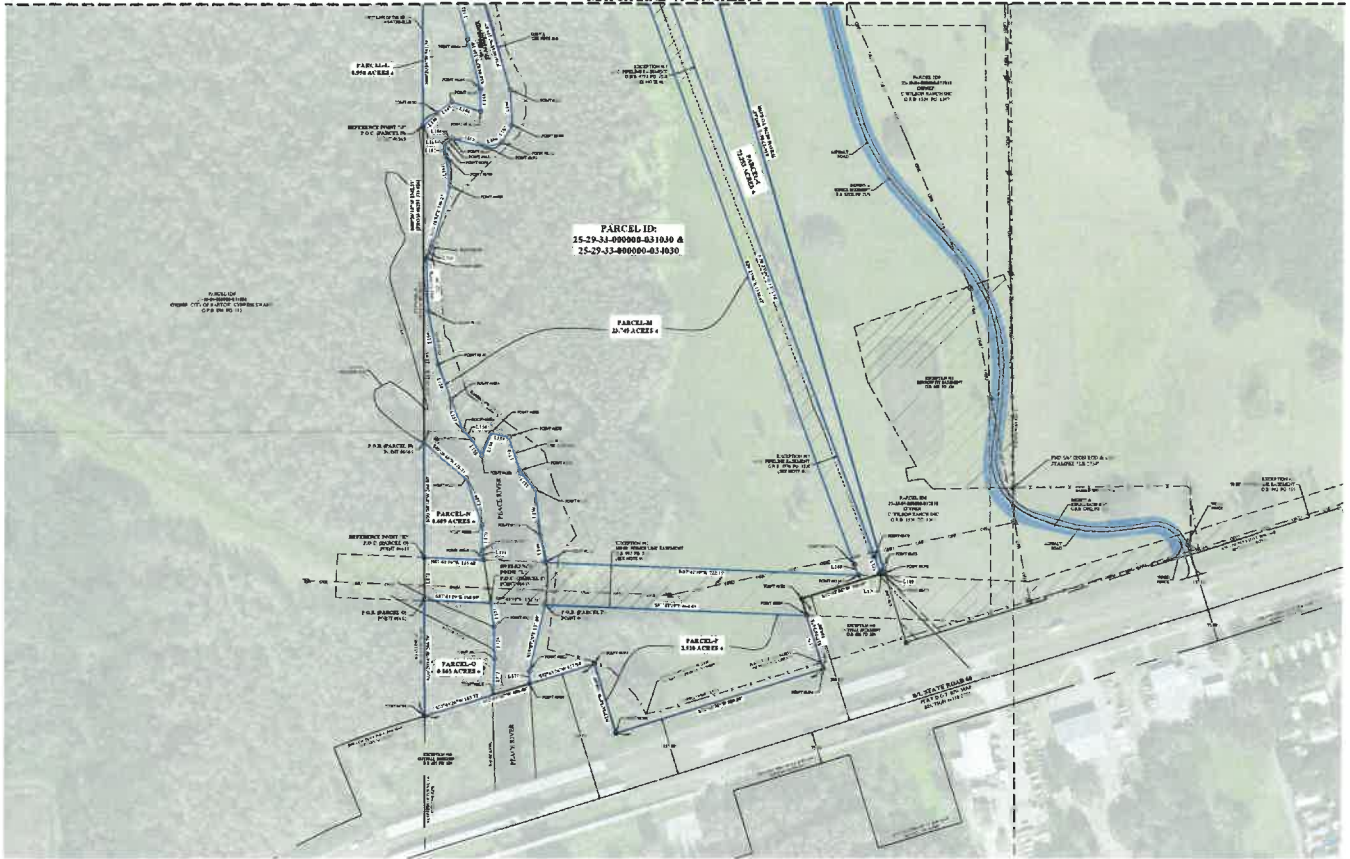
EASEMENT LEGAL DESCRIPTION	
FDIP PROJECT NAME	

OWNER'S NAME	EBL LLC, A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED IN	SECTION 23-24, TOWNSHIP OF SOUTH, RANGE 13 EAST OF SECTION 6, TOWNSHIP OF SOUTH, RANGE 13 EAST
BEM PROJECT #	23-204 EBL/CTE

COUNTY:	POLK COUNTY, FLORIDA
---------	----------------------

BOUNDARY SURVEY GRAPHIC

MATCH LINE "A" ON SHEET 5



GRAPHIC SCALE



SEE LINE TABLE OF ON SHEET 9 OF 10
SEE POINT TABLE ON SHEET 10 OF 10

PROJECT NAME	BSM LLC, A VIRGINIA LIMITED LIABILITY COMPANY
OWNER'S NAME	BSM LLC, A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED BY	BSM LLC, A VIRGINIA LIMITED LIABILITY COMPANY
BSM PROJECT #	15-29-33-000000-031020 & 15-29-33-000000-031030
COUNTY	PAUL COUNTY, FLORIDA

BOUNDARY SURVEY STATE ROAD 60 BARTOW, FLORIDA 34631	
DATE	10/10/2023
TIME	10:00 AM
BY	BSM LLC
FOR	BSM LLC
PROJECT	15-29-33-000000-031020 & 15-29-33-000000-031030
COUNTY	PAUL COUNTY, FLORIDA

GRAPHIC SCALE



MATCH LINE "A" ON SHEET 4

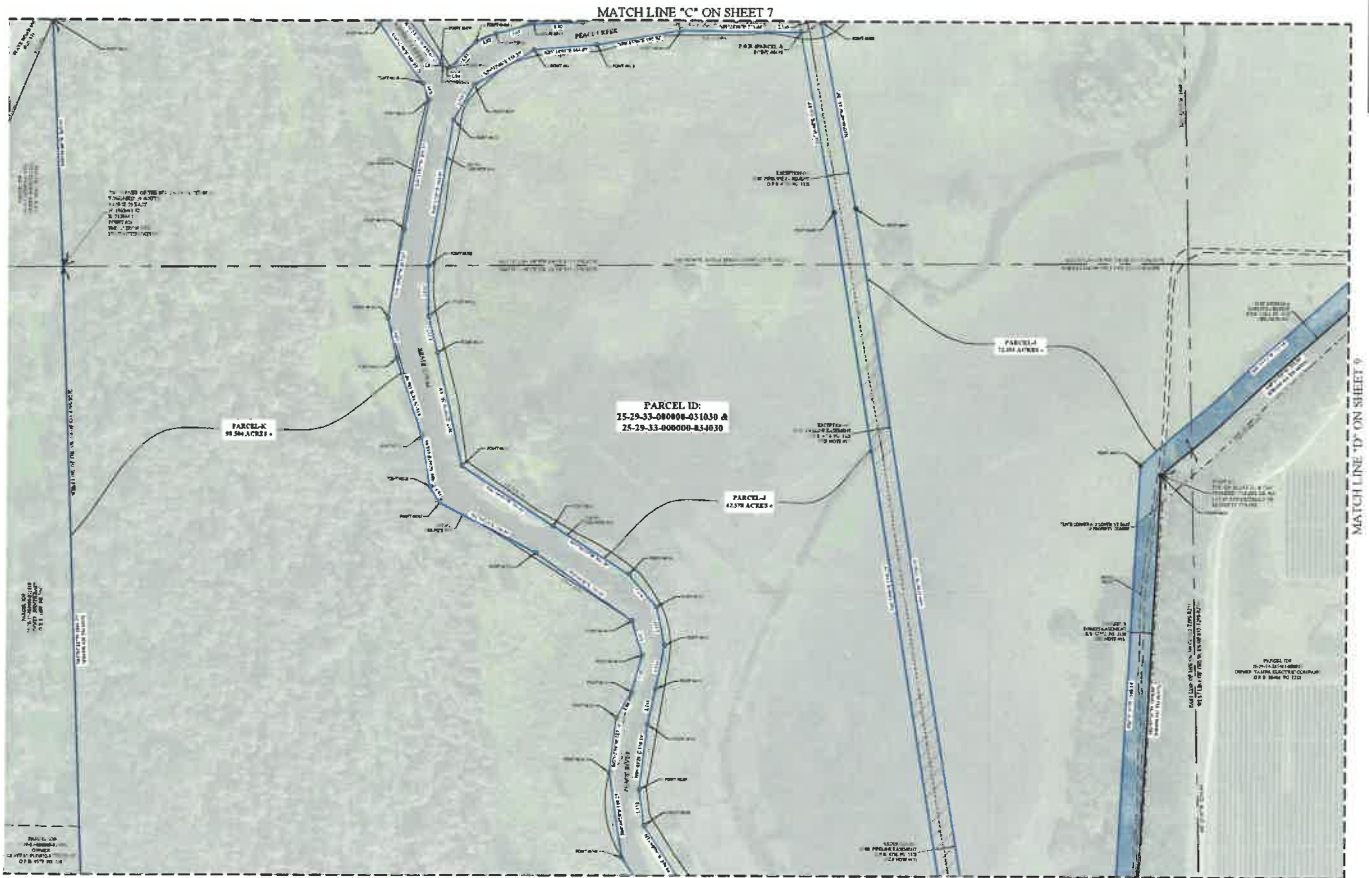
SEE LINE TABLE OF ON SHEET 9 OF 10
SEE POINT TABLE ON SHEET 10 OF 10

JOE PROJECT NAME	
OWNER'S NAME	EOE, LLC, A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED IN	SECTION 13-34, TYPING 29 SOUTH RANGE 13 EAST A 24-11111, TYPING 13 SOUTH RANGE 13 EAST
JOE PROJECT #	13-34-24-1111
CITY/TOWNSHIP	POCAHONTAS, VIRGINIA

BSM ASSOCIATES
LAND SURVEYING SERVICES
PO BOX 3142, Leesville, FL 32474
rmy@bsma.com
905-464-4724 18-0118

PROPERTY SURVEY		DATE	
BOUNDARY SURVEY	STATE ROAD 60	DATE SURVEYED	DATE
BARTOW, FLORIDA 33831		DATE OF SALE	REMARKS

BOUNDARY SURVEY GRAPHIC



SEE LINE TABLE OF ON SHEET 9 OF 10
SEE POINT TABLE ON SHEET 10 OF 10

PROJECT NAME	ROAD, LLC A VIRGINIA LIMITED LIABILITY COMPANY
OWNER'S NAME	ROAD, LLC A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED BY	BSM & ASSOCIATES, INC.
DATE	01/15/2021
CITY	FAIRFAX COUNTY, VIRGINIA

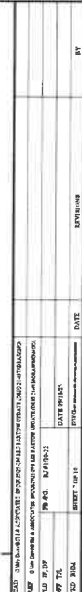


PROJECT NAME	ROAD, LLC A VIRGINIA LIMITED LIABILITY COMPANY
OWNER'S NAME	ROAD, LLC A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED BY	BSM & ASSOCIATES, INC.
DATE	01/15/2021
CITY	FAIRFAX COUNTY, VIRGINIA
STATE	VA
COUNTY	FAIRFAX COUNTY, VIRGINIA
TRACT	15-29-33-000008-03 (0.39 A) 25-29-33-000008-03 (0.39 A)
SHEET	8 OF 10
DATE	01/15/2021
BY	BSM

BOUNDARY SURVEY
STATE ROAD 60
BARTOW, FLORIDA 33831

BSM
& ASSOCIATES
LAND SURVIVING SERVICE, LLC

800 814-1444, Dunbarton, NJ 07015
info@bsmls.com
908 694-4324
1.815.814



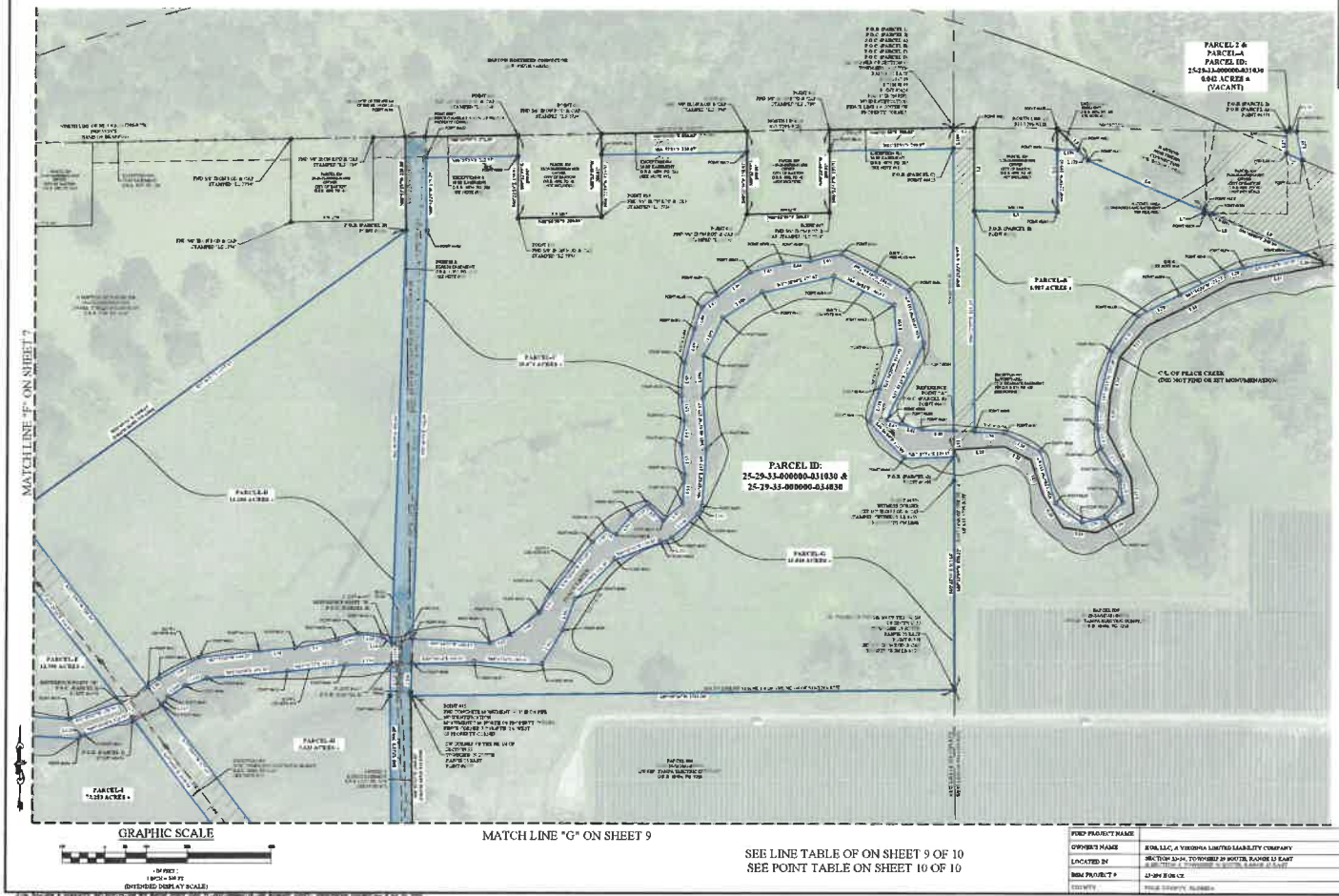
BOUNDARY SURVEY
STATE ROAD 60
BARTOW, FLORIDA 33831

Figure 1

SEE LINE TABLE OF ON SHEET 9 OF 10
SEE POINT TABLE ON SHEET 10 OF 10

PROJECT NAME	
OWNER'S NAME	BOE, LLC A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED BY	SECTION 15-24, TOWNSHIP 28 NORTH, RANGE 21 EAST 2ND T28N & TOWNSHIP 28 NORTH, RANGE 21 EAST
BOE PROJECT #	15-24 BOE CT
COUNTY	POLK COUNTY, FLORIDA

B.S.M.
& ASSOCIATES
LAND SURVEYING
100 14 1146 Lane, Southfield, MI 48078
313-486-8134
313-486-8144



SEE LINE TABLE OF ON SHEET 9 OF 10
SEE POINT TABLE ON SHEET 10 OF 10

FOOD PROJECT NAME	
OWNER'S NAME	BOB, LLC, A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED IN	SECTION 24-46, TOWNSHIP 29 SOUTH, RANGE 13 EAST JACKSON & TOWNSHIP 29 SOUTH, RANGE 13 EAST
ROAD PROJECT #	24-46 SECTION
CITY/TY	POULD COUNTY, MISSISSIPPI

BOUNDARY SURVEY
STATE ROAD 60
BARTOW, FLORIDA 33831

BOUNDARY SURVEY GRAPHIC

MATCH LINE "G" ON SHEET 8

MATCH LINE "E" ON SHEET 7

PARCEL ID:
15-29-33-000000-031030 &
25-29-33-000000-031030

PARCEL 16
7.00 ACRES

PARCEL 15
6.00 ACRES

PARCEL 14
7.00 ACRES

GRAPHIC SCALE

1" = 100'

SEE POINT TABLE ON SHEET 10 OF 10

[illegible][illegible]

LINE TABLE		
LINE#	BRANCH#	DISPLACEMENT
1.11	STP-0001	00 00
1.12	STP-0002	00 00



YOUR PROJECT NAME	
OWNER'S NAME	BOB, LLC, A VERMONT LIMITED LIABILITY COMPANY
SITuated IN	SECTION 33-34, TOWNSHIP IN SOUTH, RANGE 13 EAST IN SECTION 34, TOWNSHIP IN SOUTH, RANGE 13 EAST
BASE PLACEMENT #	13-294 BOB VE
COUNTY	POLE COUNTY, FLORIDA

BSM & ASSOCIATES
LAND SURVEYING SERVICE
4014 Field Lane, Oxnard, CA 93056
909/476-0000
909/476-0134 FAX

[illegible]

POINT TABLE

POINT ID	SECTION	EASTING	NORTHING	POINT DESCRIPTION
1	1000.0	1000.0	1000.0	SECTION CORNER
2	1000.0	1000.0	1000.0	SECTION CORNER
3	1000.0	1000.0	1000.0	SECTION CORNER
4	1000.0	1000.0	1000.0	SECTION CORNER
5	1000.0	1000.0	1000.0	SECTION CORNER
6	1000.0	1000.0	1000.0	SECTION CORNER
7	1000.0	1000.0	1000.0	SECTION CORNER
8	1000.0	1000.0	1000.0	SECTION CORNER
9	1000.0	1000.0	1000.0	SECTION CORNER
10	1000.0	1000.0	1000.0	SECTION CORNER
11	1000.0	1000.0	1000.0	SECTION CORNER
12	1000.0	1000.0	1000.0	SECTION CORNER
13	1000.0	1000.0	1000.0	SECTION CORNER
14	1000.0	1000.0	1000.0	SECTION CORNER
15	1000.0	1000.0	1000.0	SECTION CORNER
16	1000.0	1000.0	1000.0	SECTION CORNER
17	1000.0	1000.0	1000.0	SECTION CORNER
18	1000.0	1000.0	1000.0	SECTION CORNER
19	1000.0	1000.0	1000.0	SECTION CORNER
20	1000.0	1000.0	1000.0	SECTION CORNER
21	1000.0	1000.0	1000.0	SECTION CORNER
22	1000.0	1000.0	1000.0	SECTION CORNER
23	1000.0	1000.0	1000.0	SECTION CORNER
24	1000.0	1000.0	1000.0	SECTION CORNER
25	1000.0	1000.0	1000.0	SECTION CORNER
26	1000.0	1000.0	1000.0	SECTION CORNER
27	1000.0	1000.0	1000.0	SECTION CORNER
28	1000.0	1000.0	1000.0	SECTION CORNER
29	1000.0	1000.0	1000.0	SECTION CORNER
30	1000.0	1000.0	1000.0	SECTION CORNER
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BOUNDARY SURVEY
STATE ROAD 60
BARTOW, FLORIDA 33481

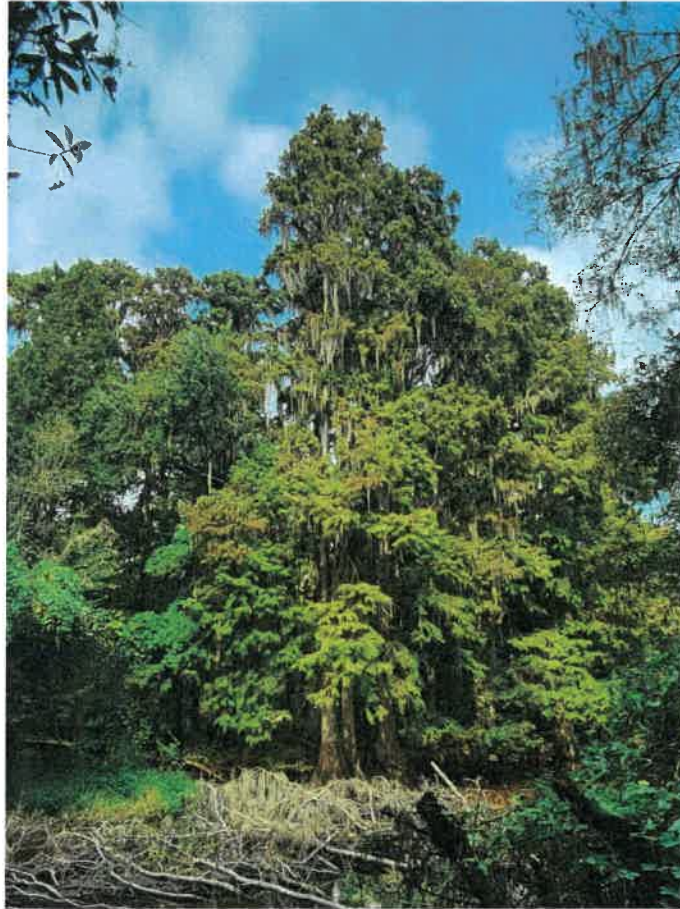
OWNER'S NAME: BSM, LLC, A FLORIDA LIMITED LIABILITY COMPANY
LOCATED IN: SECTION 20A, TOWNSHIP 28 SOUTH, RANGE 19 EAST
BPM PROJECT # 12345678
DATE: 01/01/2020
SCALE: 1"=100'

POLE COUNTY, FLORIDA

Exhibit B

BASELINE DOCUMENT

WILSON RANCH 2025 BASELINE DOCUMENTATION REPORT



Prepared by:



Prepared for:



November 2025

INTRODUCTION

This report documents the conditions and conservation value of a 396.32-acre property in Polk County, FL (Figure 1). Wildlands Conservation and Polk County staff conducted the site visit on October 27, 2025. A portion of the site is currently being utilized as pasture. It is the intent of the property owner, with assistance from RES Environmental Operation Company (RES) and Polk County, to restore hydrologic and ecologic function of this land where Saddle Creek and Peace Creek converge to serve as the headwaters of the Peace River. Wilson Ranch (the Property) has numerous ditches that were excavated to increase the value of the land as pasture.

AUTHORSHIP & QUALIFICATIONS

Wildlands Conservation, Inc. (hereafter Wildlands) was contracted to perform a baseline documentation report (BDR) of the property to document the ecological condition and conservation value of the property prior to restoration activities. As a 501(c)3 environmental nonprofit organization, Wildlands serves as a land trust and conservation organization comprised of ecologists, land managers, and educators, with a mission to conserve and manage wildlands through land protection and management, research, education and outreach.

PROPERTY LOCATION

Wilson Ranch is located in Polk County, FL in northeast Bartow (Figure 2). The Property is bordered by US Highway 17 on the west and State Road 60 on the south. The property address is 2400 FL-60, Bartow, FL 33830. The entrance to the property is off of US Highway 17 and extends through private property. Tampa Electric Company (TECO) owns the lands directly to the east, and Clear Springs Holdings owns the reclaimed land directly to the north. The Wilson Ranch serves as a corridor link between the Lake Hancock and the Laurent/Peace River Conservation Lands (Figure 3). The Polk County Property Appraiser's website provides the following Parcel Identification Numbers for the 2 parcels which comprise the Property:

25-29-33-000000-034030

25-29-33-000000-031030

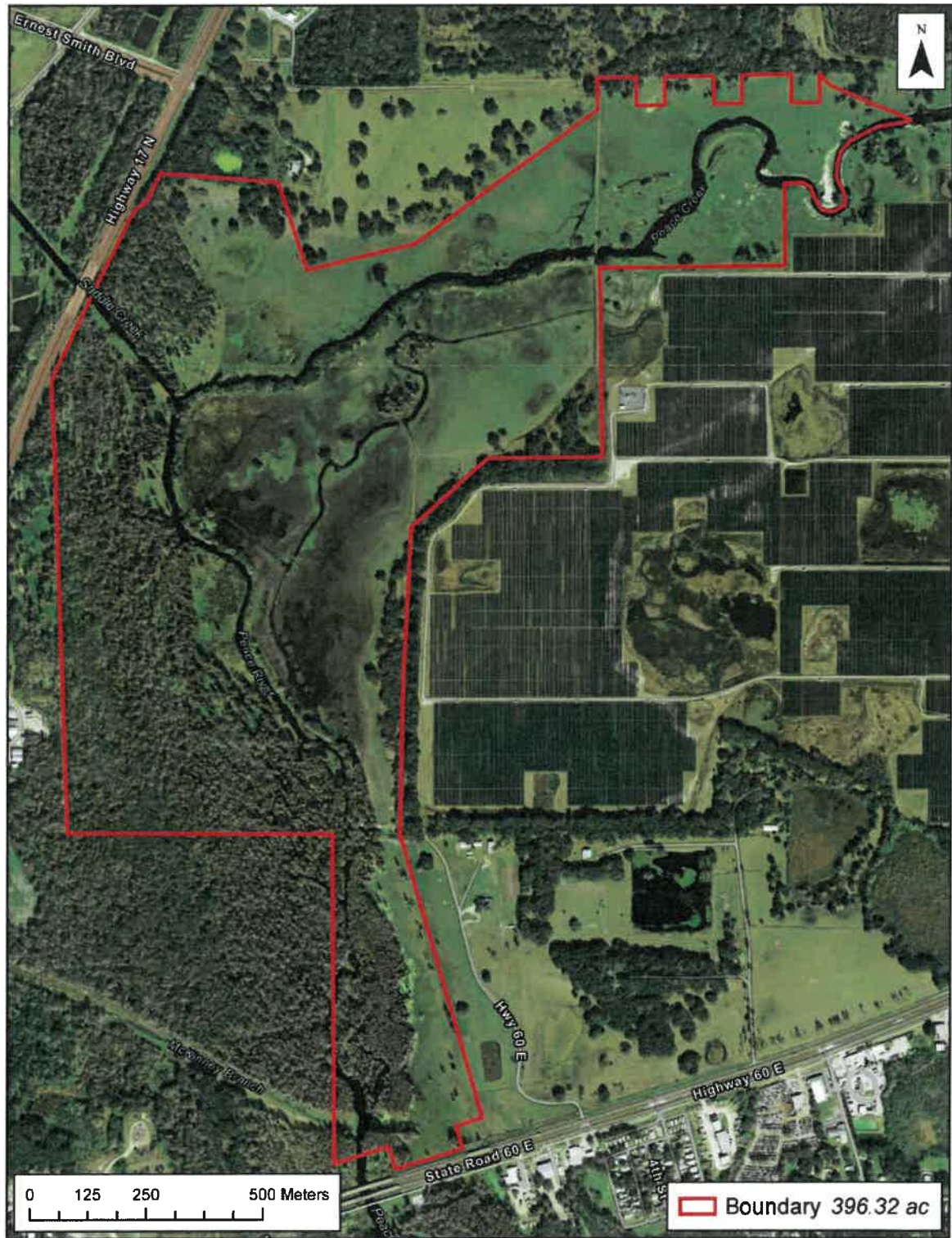


Figure 1. Wilson Ranch property boundary.



Source: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Figure 2. Wilson Ranch property general location.

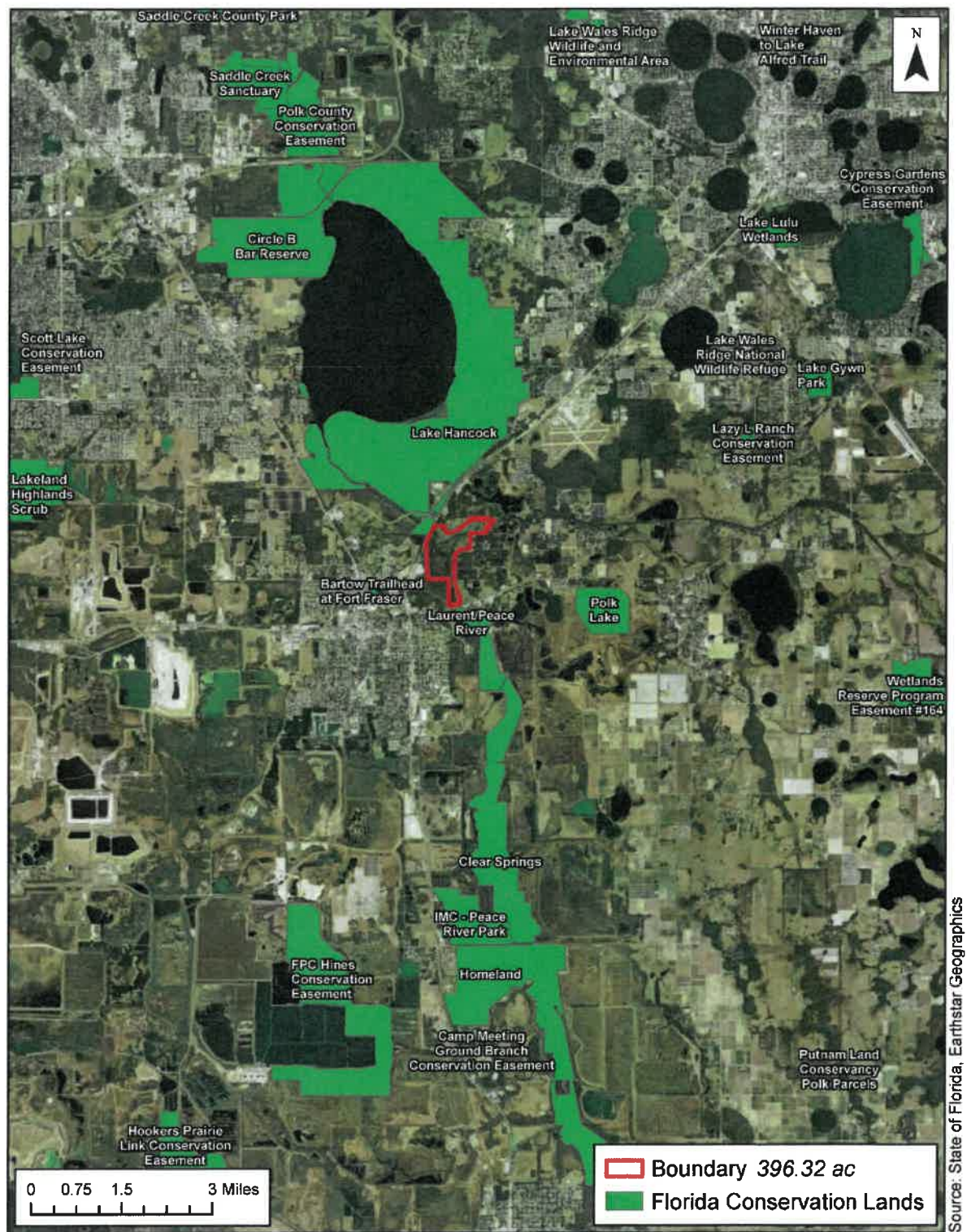


Figure 3. Conservation lands in the vicinity of Wilson Ranch.

ECOLOGICAL RESOURCES

The Property consists of approximately 394 acres of land, which is primarily a mix of improved pasture, floodplain forest, oak hammock, and scattered cypress swamps. Peace Creek and Saddle Creek converge on the Property. The Peace River watershed encompass more than 2,300 sq. miles and extends from the Green Swamp in northern Polk County down to Cape Coral in Lee County. The Peace River watershed includes portions of Hillsborough, Manatee, Sarasota, Polk, Hardee, DeSoto, and Charlotte counties. This property is extremely important in affecting water quality and water attenuation of the Peace River.

Most of the Wilson Ranch falls within Priority 3 section of the Florida Wildlife Corridor, which is considered a significant alternative route by the Florida Ecological Greenways Network (Figure 4). If Priority 1 or 2 lands are unable to be protected, Priority 3 has the potential to functionally serve as a wildlife corridor for wide-ranging species such as the Florida black bear (*Ursus americanus floridanus*) and the Florida panther (*Puma concolor coryi*).

Most of the soils on the property are considered fine sand or clay loam. The elevation on the property ranges from 93' to 105' above sea level. The highest elevation on site can be found alongside the creek berm leading into the Peace River, likely from spoil deposits resulting from the widening of the creeks/ditches. All pastures and floodplain swamps are between 93' and 95' in elevation (Figures 5-7).

The Florida Natural Areas Inventory (FNAI) Biodiversity Matrix lists 39 species of conservation concern as occurring or potentially occurring on or near the site (Appendix A). A complete biological inventory was not performed. Table 1 lists observed species during the site visit.

Common Name	Scientific Name
Eastern Phoebe	<i>Sayornis phoebe</i>
House Wren	<i>Troglodytes aedon</i>
Palm Warbler	<i>Setophaga palmarum</i>
Northern Cardinal	<i>Cardinalis cardinalis</i>
Pileated Woodpecker	<i>Dryocopus pileatus</i>
Red-bellied Woodpecker	<i>Melanerpes carolinus</i>
American Kestrel	<i>Falco sparverius</i>
Red-shouldered Hawk	<i>Buteo lineatus</i>
Great Egret	<i>Ardea alba</i>
Little-blue Heron	<i>Egretta caerulea</i>
Great Blue Heron	<i>Ardea herodias</i>
White Ibis	<i>Eudocimus albus</i>

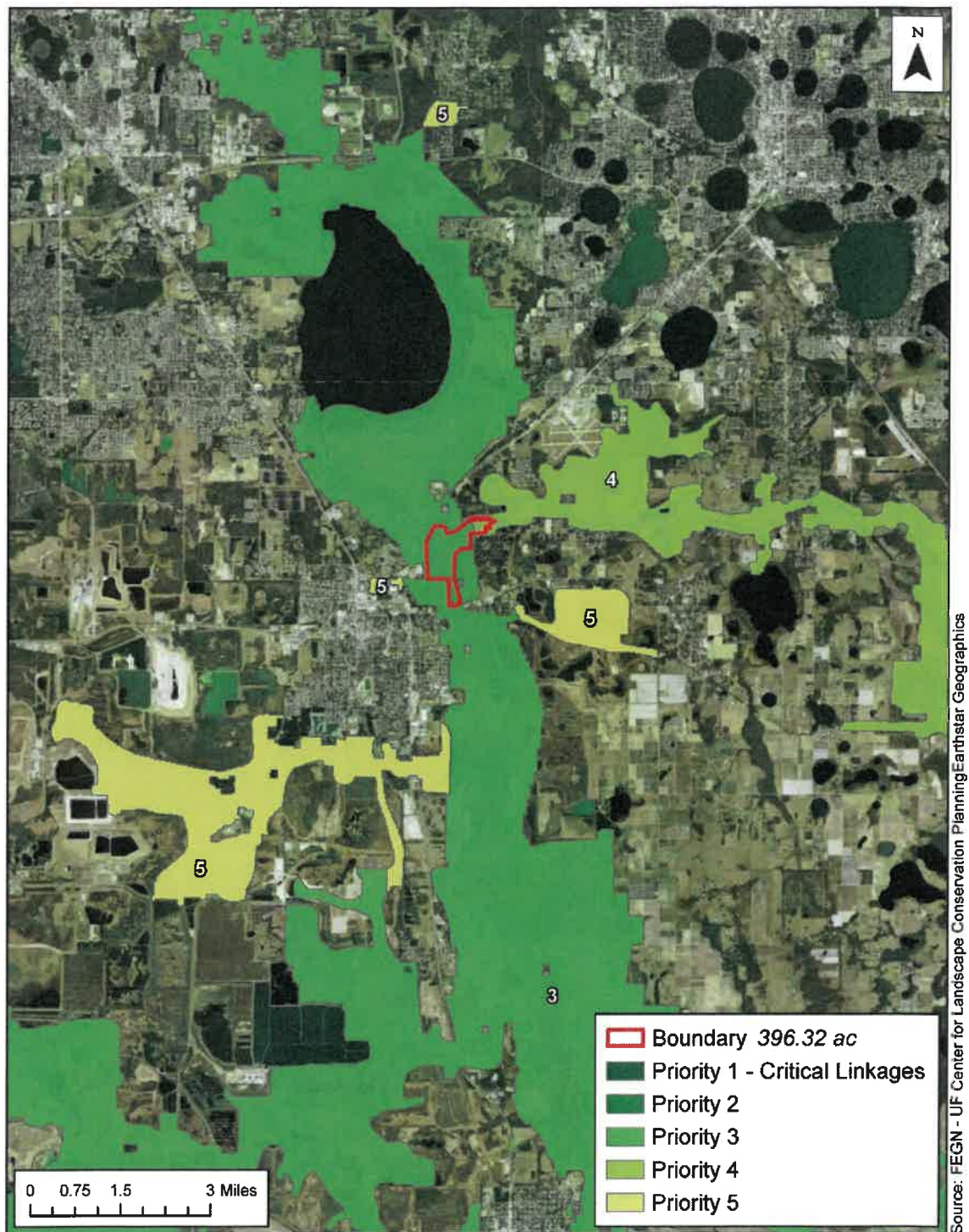


Figure 4. FEGN linkage map with Wilson Ranch highlighted in red.

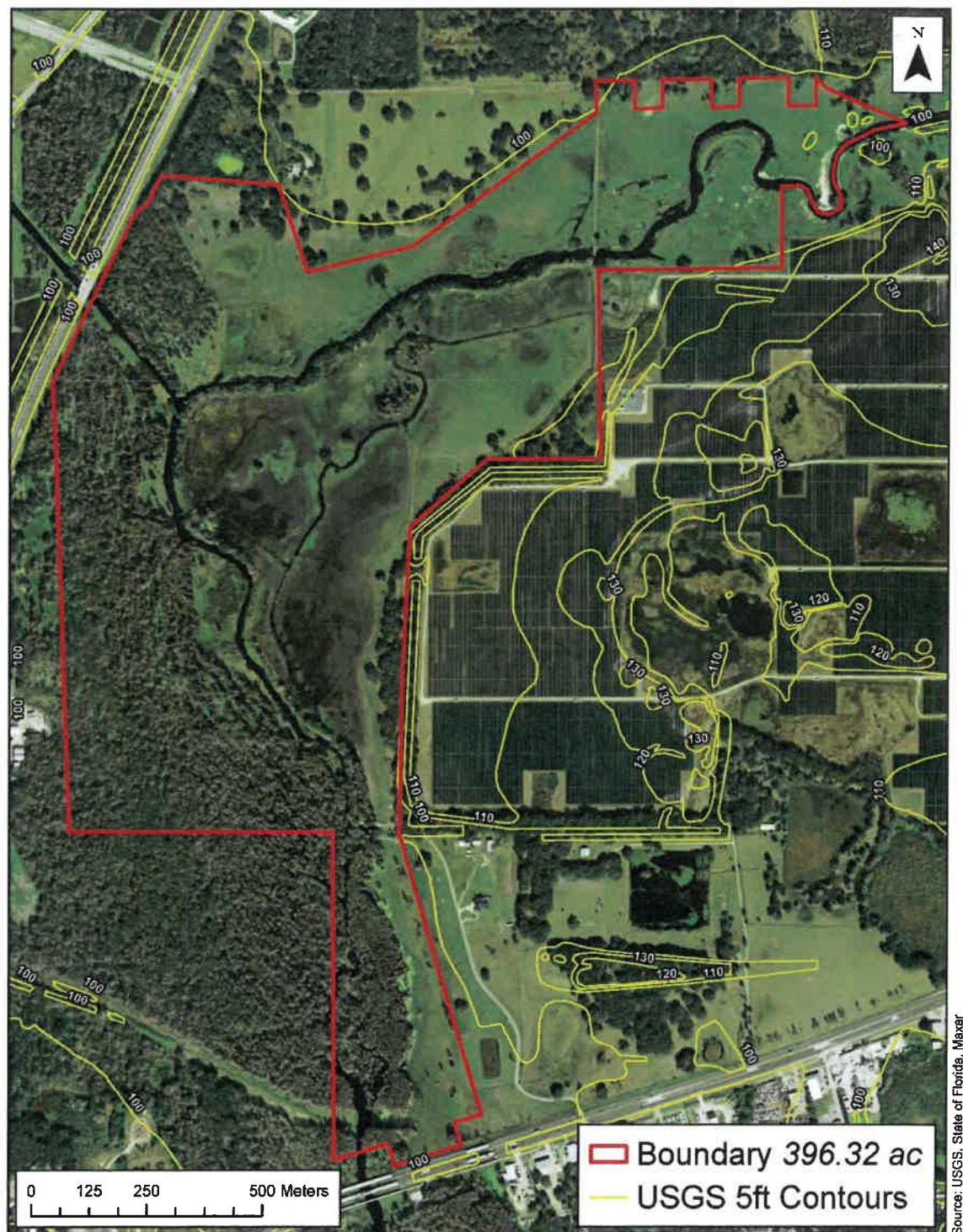


Figure 5. Topography map with 5 ft contours.

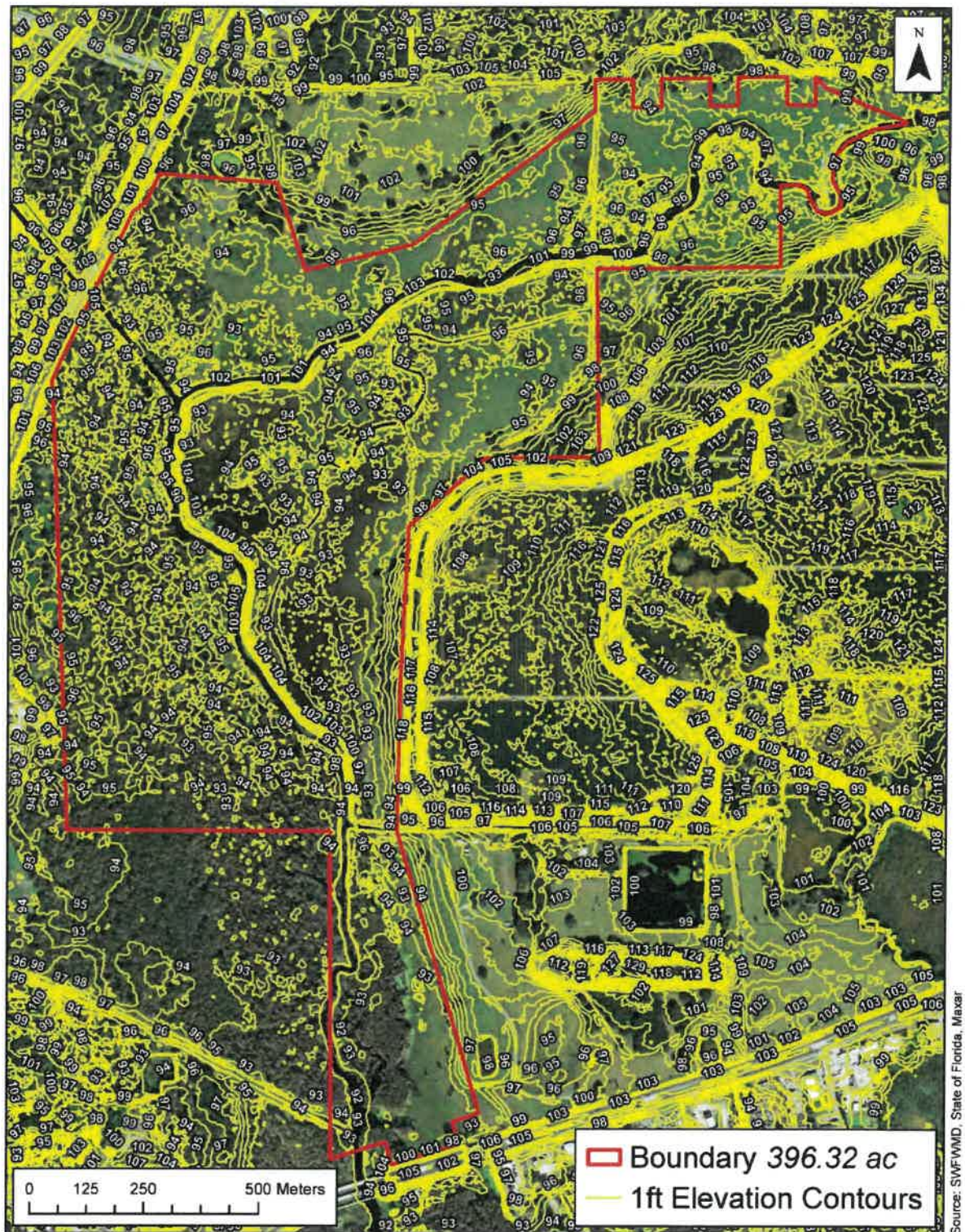
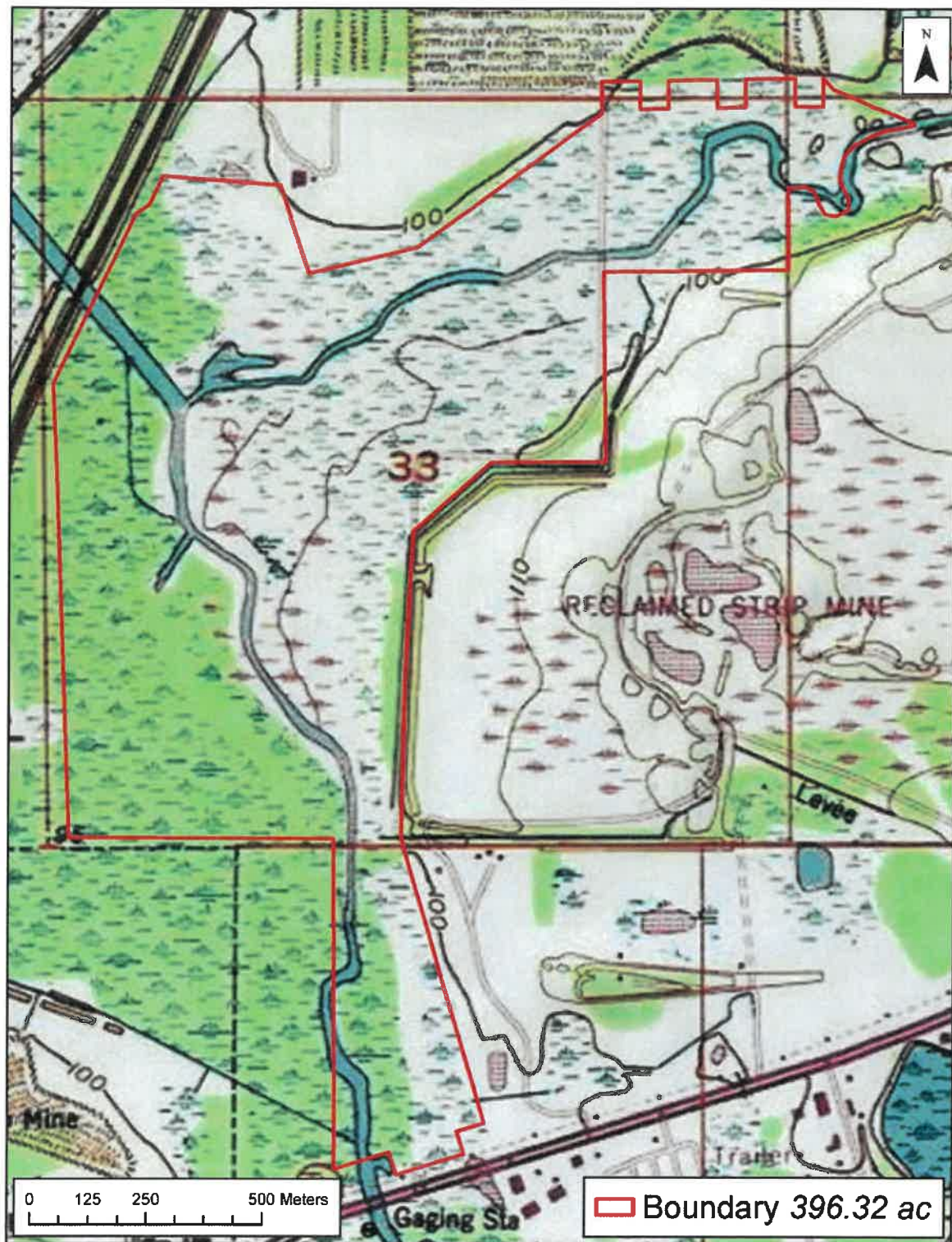


Figure 6. Topography map with 1 ft contours.



Source: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community. Copyright © 2013 National Geographic Society, i-cubed

Figure 7. Wilson Ranch Quad Topo map.

HABITAT CONDITIONS

The habitats on site were identified using the Cooperative Land Cover Map (CLC). The CLC is part of the Florida Landscape Conservation Cooperative project to develop improved land cover maps from existing data using Florida Land Use Land Cover data (FLUCCS), high resolution aerial photography, and ground truthing. The purpose of the site visit was to document existing conditions of the parcels of interest (through photo documentation and species identification). The habitats on site vary slightly from the habitats identified by the CLC. In this document, the original CLC land types are labeled below with a description of onsite conditions (Figure 8). The CLC recognizes 14 habitats on site. The majority of the habitats recognized are along the edge of the property boundary, with acreages smaller than 0.3 acre. These habitats and their acreages have been included in their adjacent land cover type.

Floodplain Swamp (CLC 2215; 128.94 acres)

The largest natural community on the Property, the Floodplain Swamp is found entirely along the western side of the property. It is a closed canopy of hydrophytic trees such as bald cypress (*Taxodium distichum*), red maple (*Acer rubrum*), and American elm (*Ulmus americana*). In areas where treefall has occurred, which are numerous due to 2024 hurricanes, the shrub strata and understory has flourished. Treefall has allowed sunlight to penetrate the thick forest canopy to allow groundcover species to grow. The mid-story layer consists of shrubs such as cabbage palm (*Sabal palmetto*), hackberry (*Celtis occidentalis*), guava (*Psidium* sp.), saltbush (*Baccharis halimifolia*), pokeberry (*Phytolacca americana*), and ragweed (*Ambrosia* sp.). The understory layer consists of scattered vines and herbaceous consisting of peppervine (*Nekemias arborea*), sedges (), greenbriar (*Smilax* spp.), poison ivy (*Toxicodendron radicans*), woodland false buttonweed (*Spermacoce remota*), Spanish needle (*Bidens alba*), coastal bedstraw (*Galium* sp.), witchgrass (*Dicanthelium* sp.), dayflower (*Rhexia* sp.), and Cupid's shaving brush (*Emilia fosbergii*). West Indian marsh grass (*Hymenchna amplexicaulis*) can be found along the edges of the floodplain swamp, where the pastures have longer hydroperiods. John Charles (*Hyptis verticillata*), Japanese climbing fern (*Lygodium japonicum*), and skunkvine (*Paederia foetida*) are found in the southern portion of this habitat where the water control structure moves water from the onsite ditches to the Peace River. There is a fence that runs along the majority of the swamp, restricting the cattle movement into the swamp.

Floodplain swamps are especially important for downriver ecosystems, due to their ability to function as nutrient sinks. This Floodplain swamp may act as a filter for the water coming off the roadways that eventually drain into the Peace River. It also acts as wildlife refuge for the property, as the remainder of the site is open pastureland.

This habitat description/acreage includes Transportation (1840; 0.08 ac), Mixed Wetland Hardwoods (2233; .31 ac), and Marshes (2120; .002 ac).



Photo 1. Typical Floodplain Swamp with treefall. The herbaceous component is starting to come in due to the canopy opening up.

Improved Pasture (CLC 183313; 238.46 acres)

The Improved Pasture makes up the majority of the eastern half of the Property. There are two distinct variations of the Improved Pasture on this site due to the saturation levels of the soils. In areas with higher elevation, bahiagrass (*Paspalum notatum*) is dominant with scattered live oak (*Quercus virginiana*), dropseed (*Sporobolus* sp.), primrose (*Ludwigia* sp.), poorman's pepper (*Lepidium virginicum*), sedges (*Cyperus* spp.), broomsedge (*Andropogon tenciispatheus*), foxtail (*Setaria* sp.), and Mexican clover (*Richardia* sp.). Caesar's weed (*Urena lobata*) are scattered throughout the drier pasture areas.

The Improved Pasture areas at lower elevations are dominated by hydrophilic species; West Indian marsh grass and sesbania (*Sesbania* sp.) dominate. West Indian marsh grass forms a dense monoculture.

There are scattered Cypress Strands within the Improved Pasture CLC habitat. Bald cypress is the dominant canopy species with scattered cabbage palms and a groundcover consisting of foxtail, dog fennel (*Eupatorium capillifolium*), and Caesar's weed. Ditches run along at least one

side of each of the Cypress Strands, leading south where they eventually drain into the Peace River.

This habitat description/acreage includes Field Crops (183312; 0.02 ac), Wet Prairie (2111; .03 ac), and Cypress (2211; 0.02 ac).



Photo 2. Inundated Improved Pasture. West Indian Marsh Grass, a Category I invasive species (Florida Invasive Species Council, 2025) forms a dense monoculture.



Photo 3. Improved Pasture at higher elevation dominated by pasture grasses, and scattered with live oaks.



Photo 4. Representative Cypress Strand found scattered among the Improved Pasture habitat. A ditch can be seen in the foreground of the photo.

Blackwater Stream (CLC 4120; 10.94 acres)

The Blackwater Stream consists of both the Peace Creek and the Peace River. This waterway runs from the northeast corner of the property to the southwest corner of the property, effectively splitting the site into two. Some areas of the Creek or River have been widened or have been modified by ditching; the spoil comprises the berms along the entrenched waterways. These steeper banks are vegetated with species including, but not limited to: live oak, cabbage palm, and Brazilian peppertree (*Schinus terebinthifolia*). Alligator flag (*Thalia gniculata*) is rooted in the deeper portions of the waterways. Water hyacinth (*Eichhornia azurea*) and water lettuce (*Pistia stratiotes*) flow from upstream the Peace Creek onto the Property. These two invasive species are pervasive throughout the Blackwater Stream.

Along the banks of the Blackwater Stream within the Floodplain Swamp, bald cypress, laurel oak (*Quercus laurifolia*), hackberry, and elderberry (*Sambucus* sp.) are common. Air potato (*Dioscorea bulbosa*) can also be found along these banks as well, growing high into the canopy.

The banks of the stream appear to be man-made. The berms have cut off sheet water flow from the creeks which would naturally flow through the floodplain swamp.

Currently the cattle on site freely roam through the waterways. Cattle create nutrient load and soil disturbance issues.

This habitat description/acreage includes Natural Rivers and Streams (4100; 1.09 ac) due to its similarity with the Blackwater Stream habitat.



Photo 5. Peace Creek on the very northeast corner of the Property. Water hyacinth and cattle disturbance can be seen in the forefront of the photo.



Photo 6. Peace River near the southern Property boundary.

Successional Hardwood Forest (CLC 1410; 5.58 acres)

The areas labeled “Successional Hardwood Forest” are not that successional; they are better be described as mature Oak Hammock. This habitat is found along the northern and northeastern boundaries. Live oak and cabbage palm dominate the canopy stratum with an understory of mixed pasture grasses, ragweed, John Charles, Caesar’s weed, and cogongrass (*Imperata cylindrica*).

This habitat type includes the 0.12 acres of Mixed Hardwood-Coniferous.



Photo 7. Live oaks are the dominant canopy with various pasture grasses and invasives found in the understory.

Spoil Area (CLC 1877; 10.09 acres)

The Spoil Areas are found where Saddle Creek and Peace Creek merge as well as along the eastern boundary. Large live oaks with an understory of mixed pasture grasses, and Caesar's weed are typical in these areas.



Photo 7. The Spoil Areas are similar in structure to the area labeled “Successional Hardwood Forest”.

Canal (CLC 4210; 2.33 acres)

The CLC identifies the Saddle Creek as a Canal. Species found here are similar to the species found in the Blackwater Stream habitat type.

Rivers and creeks often are the central features of wildlife corridors for large roaming species.

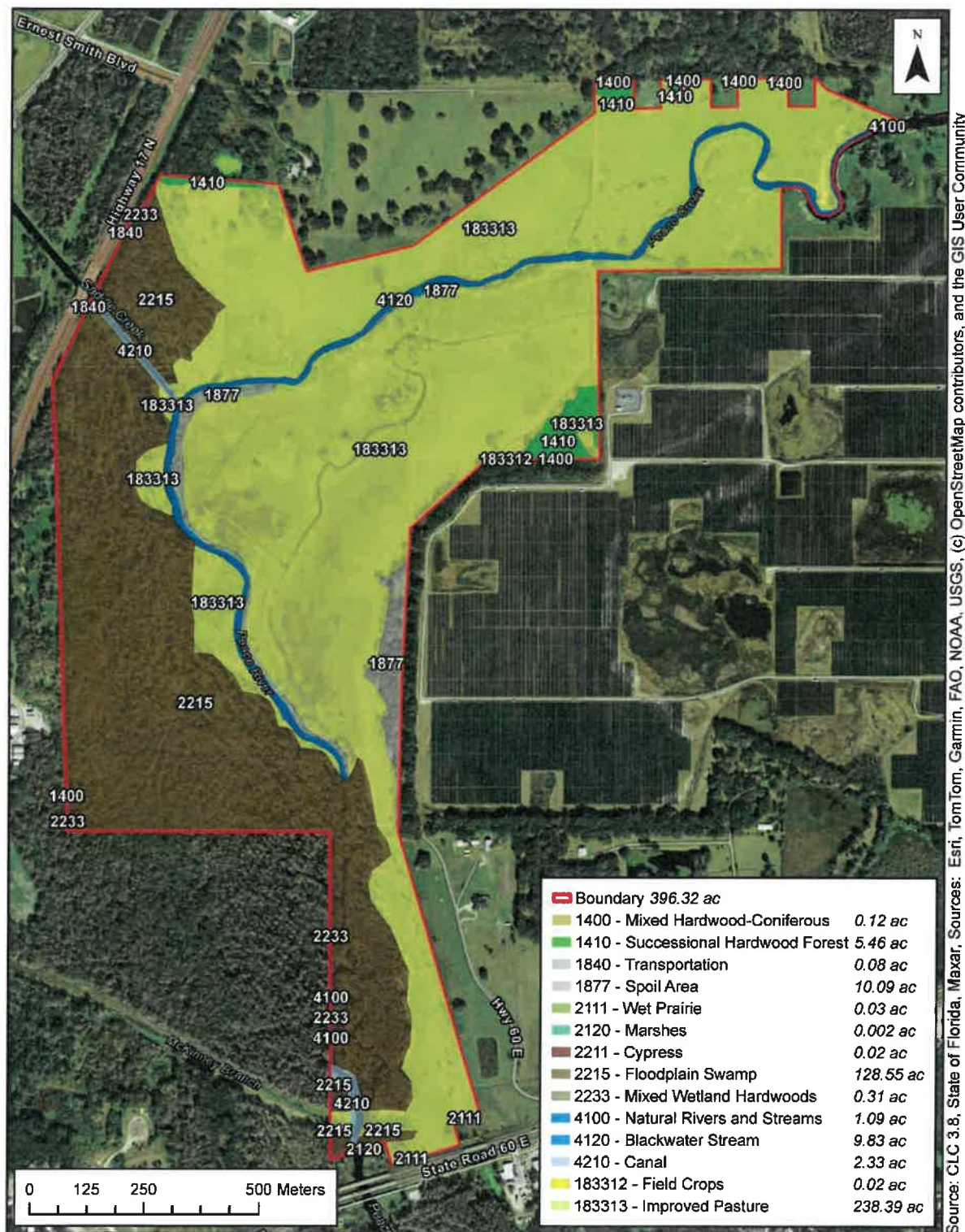


Figure 8. Land cover on the Wilson Ranch.

SOILS

The soils on the Property are described below and separated into Xeric, Mesic, and Hydric soils (Figure 9). No Xeric soil types are found on the Property.

Mesic Soils

7. *Pomona Fine Sand (29.39 acres)*—These soils are poorly drained in broad areas of flatwoods. This soil has a seasonal high water table within 12 inches of the surface for 1 to 4 months during most years. On the Property, this soil type is found along the edges of the property, associated with the Floodplain Swamp and Improved Pasture habitats.

17. *Smyrna and Myakka fine sands (1.74 acres)*—These soils are about 41% Smyrna and 39% Myakka. These are poorly drained soils typically associated with flatwoods. Dry for most of the year, these areas can remain very wet during the rainy season. On site, these soils are associated with the pasture areas in the very southern extent

Hydric

24. *Nittaw Sandy Clay Loam, frequently flooded (164.98 acres)*—These soils are very poorly drained soils that formed in clayey marine sediments. These soils are typically found on flood plains and on site they are in fact associated with the Floodplain Swamp.

37. *Placid Fine Sand, frequently flooded (174.29 acres)*—These soils are very poorly drained on narrow flood plains. Typically, not associated with pastures due its wetness, on site these soils are associated with the Improved Pasture.

42. *Felda Fine Sand (6.15 acres)*—These soils are poorly drained and are typically found in sloughs or low hammocks. There is a seasonal highwater table within 12 inches for 2 to 4 months. With proper drainage, this soil type can have agriculture. On the Property, these soil type is associated with the Successional Hardwood Forest.

57. *Haplaquents Clayey (9.93 acres)*—These soils occur as areas of slime, a by-product of phosphate mining or sand tailings. The slime has been pumped into holding ponds and allowed to dry. Phosphate mining was completed on the property just to the north of this Ranch, so there is a chance that this area is a remnant from the mining. On the Property, this soil type is associated with a wet disturbed area on the southern extent.

80. *Chobee Fine Sandy Loam, frequently flooded (7.86 acres)*—These soils are very poorly drained on flood plains. The seasonal high water table of this soil type is within 12 inches for more than 6 months. On site, these soils are associated with the pasture on the very southern extent.

Disturbed Soils

68. *Arents, 0-5 percent slopes (1.98 acres)*—These are highly variable soils that have been re-worked by earth-moving equipment during phosphate mining. Phosphate mining occurred on the property just to the north of Wilson Ranch. These soils are associated with the Successional Hardwood Forests along the northern extent of the Property.

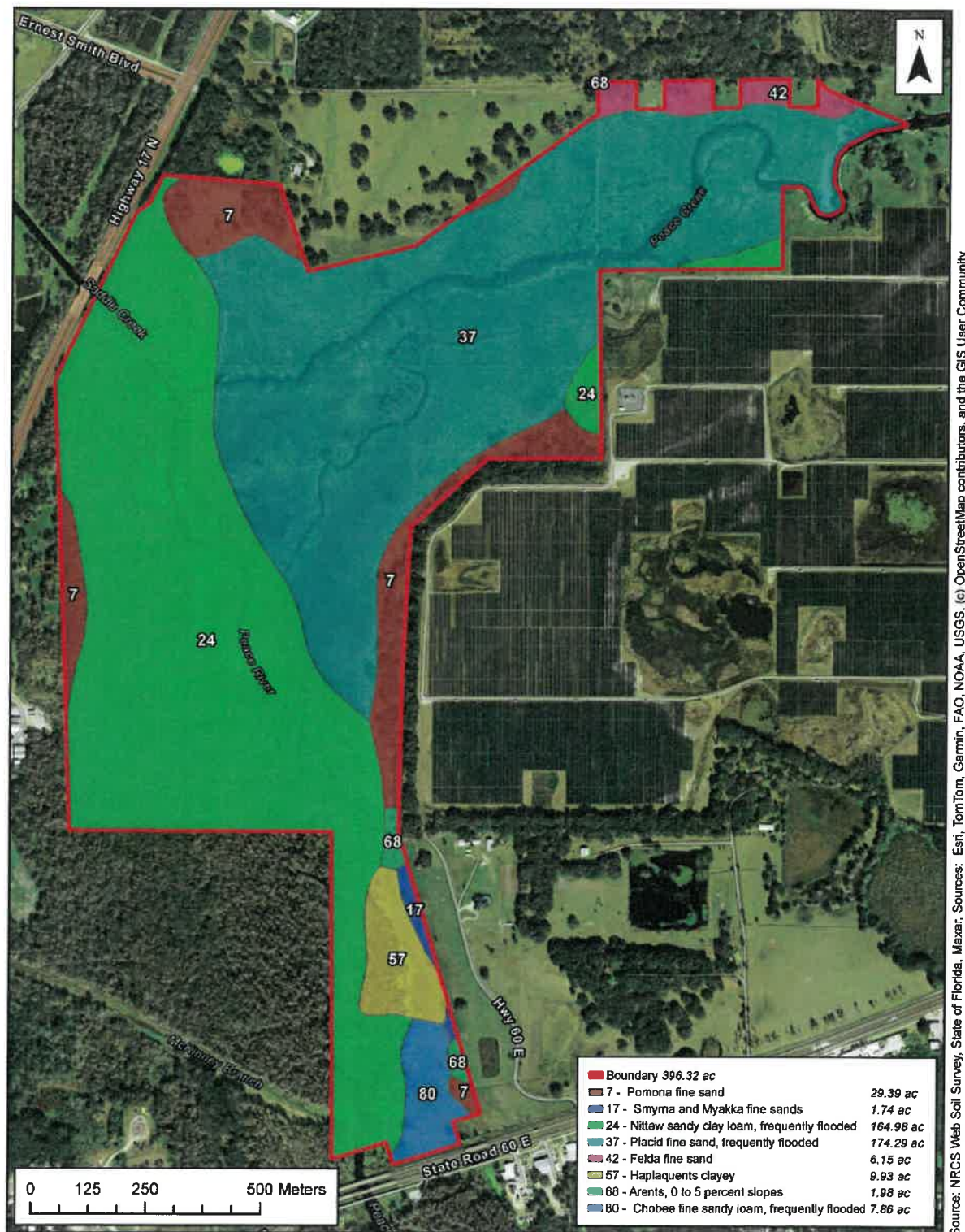


Figure 9. Soils on the Wilson Ranch.

INVASIVE SPECIES

Invasive species are pervasive throughout the property. Invasive species are identified as Category I or Category II by the Florida Invasive Species Council (FISC) depending on the mode of and severity of infestation. A Category I invasive is a plant that is non-native, and alters native plant communities by displacing native plants, alters community structure/function, or hybridizes with native plants. A Category II invasive plant is a non-native plant that has increased in abundance or frequency but has not yet shown the capability to alter native plant communities like Category I species have.

Table 2 shows the invasive species observed on site and their corresponding habitat of infestation.

Table 2. Invasive species observed. Florida Invasive Species Council (FISC), 2025. (NL = Not listed)

Common Name	Scientific Name	Habitat on site	FISC Category	Comments
Cogongrass	<i>Imperata cylindrica</i>	Hardwood Hammock	I	Also observed on entrance road
West Indian Marshgrass	<i>Hymenachne amplexicaulis</i>	Low Pasture	I	
John Charles	<i>Condea verticillata</i>	High Pasture	NL	
Skunkvine	<i>Paederia foetida</i>	Floodplain Swamp	I	
Caesar's weed	<i>Urena lobata</i>	Floodplain Swamp, Improved Pasture, Hardwood Hammock	I	
Chinese tallowtree	<i>Triadica sebifera</i>	Floodplain Swamp, Improved Pasture	I	
Japanese climbing fern	<i>Lycodium japonicum</i>	Floodplain Swamp	I	
Balsam apple	<i>Momordica balsamina</i>	Floodplain Swamp	I	Also observed on entrance road
Camphortree	<i>Cinnamomum camphora</i>	Spoil Area	I	
Water lettuce	<i>Pistia stratiotes</i>	Blackwater Stream	I	
Water hyacinth	<i>Eichhornia crassipes</i>	Blackwater Stream	I	

SITE HISTORY

The Wilson Ranch has been relatively undeveloped throughout its history, due to the overall wetness of the property. The Saddle Creek Canal was constructed pre-1941 (RES document). Cattle production began soon thereafter and remains the primary land use today.

MAN-MADE FEATURES

There are relatively few structures on the property. There are various culverts and control structures associated with the river and creeks. Six culverts and 1 small bridge provide access over waterways and ditches (RES document). A water flow control structure is located towards the south end of the Property (Photo #8). It is unknown if the control structure automatically turns on when water is at a certain level or if it manually needs to be activated.

From historic aerial imagery a few ditches were installed when the site, presumably in conjunction with the site's development as a cattle operation. The Saddle Creek Canal was installed sometime before 1940. A few meandering drainage ditches throughout the Improved Pasture areas indicate an attempt at draining the pastures for cattle and for site access.



Photo 8. Water control structure found on the southern tip of the Peace River on the property. This structure connects an adjacent ditch to the Peace River.

RESTORATION PLAN

RES and Polk County intend to restore these Property's riparian wetland habitats using a P3 grant. The proposed activities include surface water and wetland habitat restoration and enhancement through streambank stabilization, reconnection of historic floodplain areas, and overall restoration of wetland connectivity.

Berm removal, slope grading, and installation of natural materials and native plants is proposed along the banks of the creeks and river. Invasive species treatment, removal of pasture grasses, planting of native wetland herbaceous species, and hydro period restoration will be completed across approximately 270.75 acres of forested and herbaceous wetland areas.

Annual monitoring of soil inundation levels, invasive species cover, and wetland planting survivability will be conducted until the site has met all success criteria laid out in the restoration plan (Appendix B). RES has established permanent monitoring stations in all areas of interest.

REFERENCES

Florida Invasive Species Council. 2025. List of Invasive Plant Species. Internet.

Florida Natural Areas Inventory (FNAI). 2010. Guide to the natural communities of Florida: 2010 edition. Florida Natural Areas Inventory, Tallahassee, FL.

Florida Natural Areas Inventory (FNAI) and Florida Fish and Wildlife Conservation Commission. 2025. Florida Cooperative Land Cover (CLC), Version 3.8

United States Department of Agriculture, Soil Conservation Service. 1990. Soil Survey of Polk County, Florida.

Wunderlin, R. P., and B. F. Hansen. 2008. [Atlas of Florida Vascular Plants](#). [S. M. Landry and K. N. Campbell (application development), Florida Center for Community Design and Research.] Tampa: University of South Florida Institute for Systematic Botany.

APPENDIX A
FNAI BIODIVERSITY MATRIX



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

FLORIDA
Natural Areas
INVENTORY

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

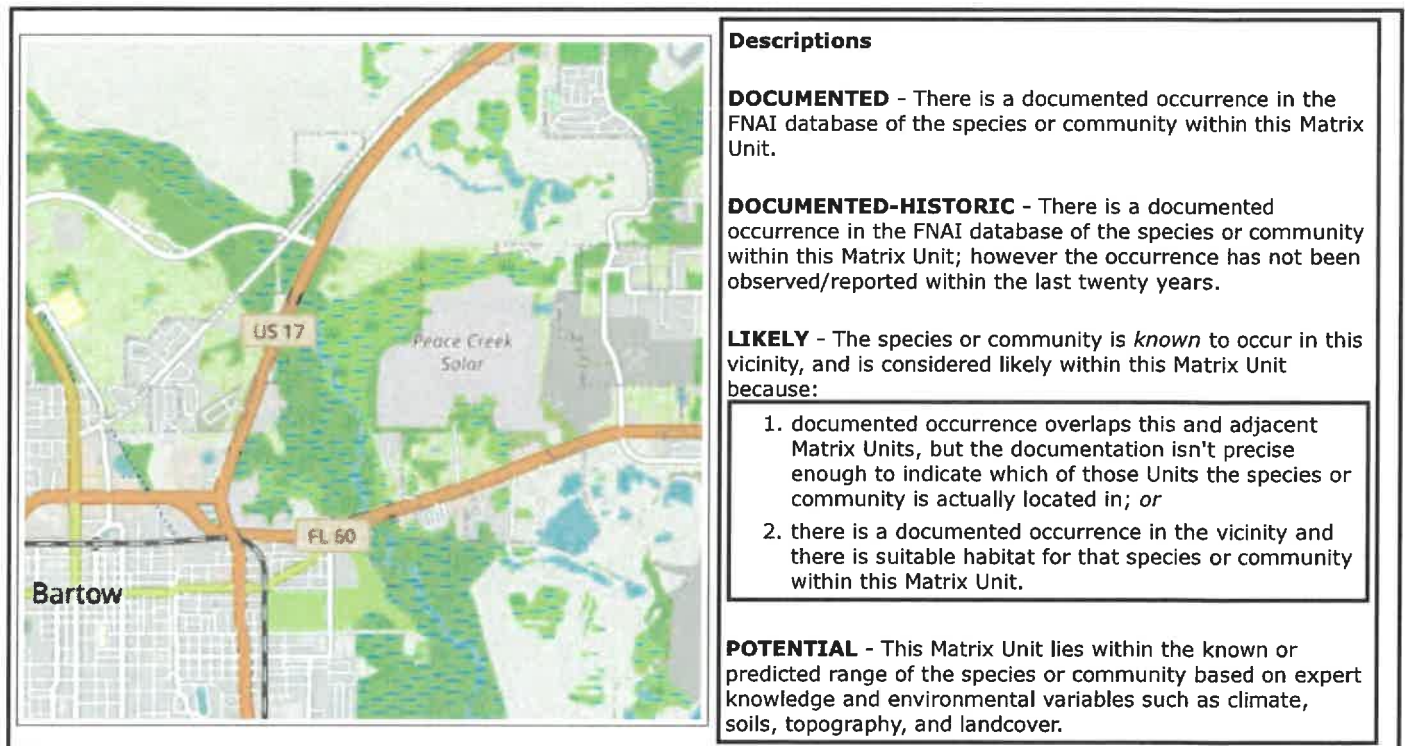
UNOFFICIAL REPORT

Created 10/29/2025

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

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

Report for 4 Matrix Units: 37389 , 37390 , 37744 , 37745



Matrix Unit ID: 37389

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

2 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Mycteria americana Wood Stork	G4	S2	T	FT

Matrix Unit ID: 37390

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
<i>Mesic flatwoods</i>	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT

Matrix Unit ID: 377440 **Documented** Elements Found0 **Documented-Historic** Elements Found2 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Mycteria americana Wood Stork	G4	S2	T	FT

Matrix Unit ID: 377450 **Documented** Elements Found0 **Documented-Historic** Elements Found1 **Likely** Element Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mycteria americana Wood Stork	G4	S2	T	FT

Matrix Unit IDs: 37389 , 37390 , 37744 , 3774537 **Potential** Elements Common to Any of the 4 Matrix Units

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Antigone canadensis pratensis</i> Florida Sandhill Crane	G5T2	S2	N	ST
Athene cunicularia floridana Florida Burrowing Owl	G4T3	S3	N	ST
Bonamia grandiflora Florida bonamia	G3	S3	T	E
<i>Calamintha ashei</i> Ashe's savory	G3	S3	N	T
Calopogon multiflorus many-flowered grass-pink	G2G3	S2S3	N	T
<i>Carex chapmannii</i> Chapman's sedge	G3	S3	N	T
Centrosema arenicola sand butterfly pea	G2Q	S2	N	E
Chionanthus pygmaeus pygmy fringe tree	G2G3	S2S3	E	E
Clitoria fragrans scrub pigeon-wing	G2G3	S2	T	E
<i>Coleataenia abscissa</i> cutthroatgrass	G3	S3	N	E

<i>Conradina brevifolia</i> short-leaved rosemary	G2Q	S2	E	E
<i>Corynorhinus rafinesquii</i> Rafinesque's Big-eared Bat	G3G4	S1	N	N
<i>Drymarchon couperi</i> Eastern Indigo Snake	G3	S2?	T	FT
<i>Dryobates borealis</i> Red-cockaded Woodpecker	G3	S2	E, PT	FE
<i>Eriogonum longifolium</i> var. <i>gnaphalifolium</i> scrub buckwheat	G4T3	S3	T	E
<i>Gopherus polyphemus</i> Gopher Tortoise	G3	S3	C	ST
<i>Gymnopogon chapmanianus</i> Chapman's skeletongrass	G3	S3	N	N
<i>Hartwrightia floridana</i> hartwrightia	G2	S2	N	T
<i>Lechea cernua</i> nodding pinweed	G3	S3	N	T
<i>Lithobates capito</i> Gopher Frog	G2G3	S3	N	N
<i>Lupinus aridorum</i> scrub lupine	G3T1	S1	E	E
<i>Mustela frenata peninsulæ</i> Florida Long-tailed Weasel	G5T3?	S3?	N	N
<i>Nemastylis floridana</i> celestial lily	G2	S2	N	E
<i>Neofiber alleni</i> Round-tailed Muskrat	G2	S2	N	N
<i>Nolina brittoniana</i> Britton's beargrass	G3	S3	E	E
<i>Paronychia chartacea</i> var. <i>chartacea</i> paper-like nailwort	G3T3	S3	T	E
<i>Peucaea aestivalis</i> Bachman's Sparrow	G3	S3	N	N
<i>Plestiodon egregius lividus</i> Blue-tailed Mole Skink	G5T2	S2	T	FT
<i>Peromyscus floridanus</i> Florida Mouse	G3	S3	N	N
<i>Polygala lewtonii</i> Lewton's polygala	G2	S2	E	E
<i>Polygonella basiramia</i> Florida jointweed	G3	S3	E	E
<i>Pteroglossaspis ecristata</i> giant orchid	G2G3	S2	N	T
<i>Rostrhamus sociabilis</i> Snail Kite	G4G5	S2	E	FE
<i>Sceloporus woodi</i> Florida Scrub Lizard	G2G3	S2S3	N	N
<i>Sciurus niger niger</i> Southeastern Fox Squirrel	G5T5	S3	N	N
<i>Ursus americanus floridanus</i> Florida Black Bear	G5T4	S4	N	N
<i>Warea carteri</i> Carter's warea	G1	S1	E	E

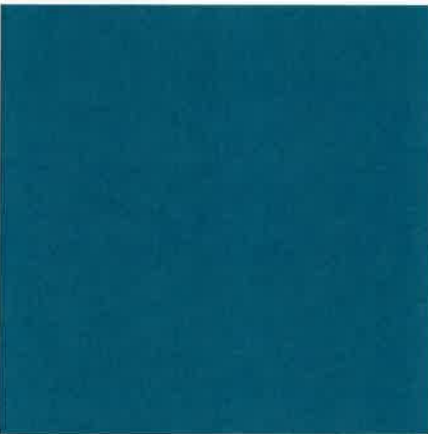
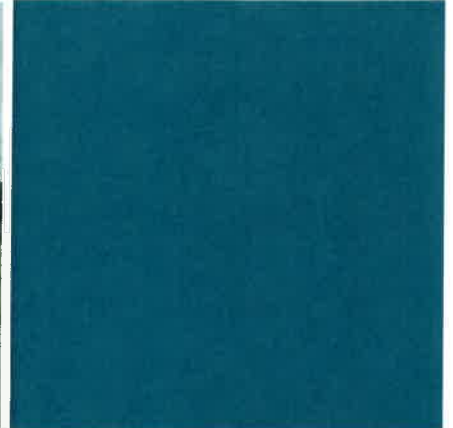
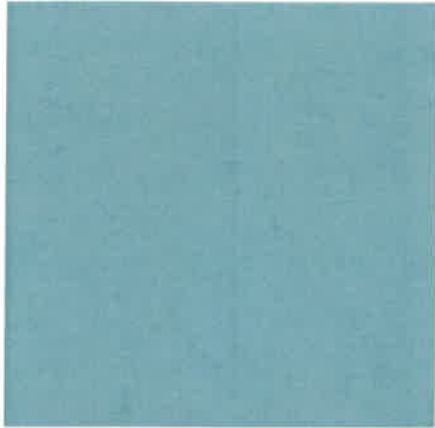
Disclaimer

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

Unofficial Report

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

APPENDIX B
RES RESTORATION, ENHANCEMENT, AND MONITORING PLAN FOR THE
WILSON RANCH PROPERTY



**Restoration /Enhancement & Monitoring Plan
Wilson Ranch Restoration and Enhancement
Site**

**US Highway 17 N
Bartow, Polk County, Florida**

PRJ 105342 | August 1, 2025

Mark Clark
Ecology Division Manager
maclark@res.us | 954.484.8500

August 1, 2025

Mr. Bob Dasta, P.E., Professional Engineer
Southwest Florida Water Management District
Environmental Resource Permit Bureau, Regulatory Division
7601 Highway 301 North,
Tampa, FL 33637

**Subject: Restoration/ Enhancement and Monitoring Plan
Wilson Ranch Restoration and Enhancement Site
US Highway 17 N
Bartow, Polk County, Florida
RES Project Number: PRJ105342**

Dear Mr. Dasta:

RES Florida Consulting, LLC (RES) is pleased to submit this Restoration/Enhancement and Monitoring Plan for the Wilson Ranch Environmental Permit Application Package. This plan presents the methods for the on-site restoration, enhancement and monitoring for the restoration wetlands at Wilson Ranch located at the above-referenced address.

Please do not hesitate to contact us with any questions or if you require additional information. You can reach us at the contact information provided below.

Sincerely,
RES Florida Consulting, LLC



Emily Powell
Scientist III
epowell@res.us | 954-484-8500



Mark Clark
Ecology Division Manager
maclark@res.us | 954-484-8500

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2.0 Restoration and Enhancement Methods	1
3.0 Monitoring Methods	1
4.0 Summary	3

FIGURES

Figure 1 – Location Map

Figure 2 – Concept Map

Figure 3 – Temporary Work in Wetlands and Surface Waters

Figure 4 – Monitoring Map

Appendices

Appendix A – UMAM Sheets

1.0 Introduction

Wilson Ranch (the Site) is located at US Highway 17 N, Bartow, Polk County, Florida (Parcel ID Numbers: 25293300000034030, 25293300000031030); Latitude: N 27° 55' 04", Longitude: W 81° 49' 07" (**Figure 1**). Currently at the Site, an existing man-made berm is present along the south bank of Peace Creek, the east bank of Saddle Creek and the east bank of Peace River. The berm has been in place for decades as a part of the agricultural activity at the Site and severed overbank flow to the floodplain from this section of Peace Creek and Peace River, resulting in degradation of the riparian and wetland habitats at the Site.

Proposed activities include surface water and wetland habitat restoration and enhancement of lands where Peace Creek and Saddle Creek converge to form the headwaters of the Peace River. The existing site conditions and proposed site plan are provided in application package, **Attachment 3**. The proposed restoration and enhancements will be achieved through streambank stabilization, reconnection of the floodplain, and restoration of natural stream and wetland connectivity along the project corridor. The design incorporates sloped grading, berm removal, installation of natural materials and native vegetation to stabilize eroding banks and restore functionality of the existing streams and degraded wetlands onsite. Additionally, the project will restore onsite wetland functions and wildlife habitat lost over time as a result agricultural activities (clearing, ditching, and draining) over many decades. The Site is currently used to ranch cattle which is contributing to stream erosion.

2.0 Restoration & Enhancement Methods

Approximately 53.86 acres of forested wetland will be restored along the restored stream corridor through removal of existing upland vegetation (growing on top of the man made berm), removal of nuisance and exotic species, and planting of native wetland vegetation. Approximately 83.72 acres of herbaceous wetland will be restored through removal of existing non-native upland pasture grasses, hydroperiod restoration, and installation of native herbaceous wetland vegetation. An additional 70.28 acres of low quality, existing herbaceous wetland will be enhanced by removal of existing interior cattle fencing, filling existing drainage ditches, maintenance of nuisance/and exotic species, and installing a vegetation management/ burn rotation. Additionally, the approximately 133.17 acres of existing forested wetlands, primarily along the west bank of the Peace River, will be enhanced by removal of nuisance and exotic species (**Figure 2**).

The wetland restoration and enhancement activities proposed are anticipated to generate temporary wetland impacts while those restoration activities are ongoing (1,316.64 LF / 0.49 acres of temporary work in surface waters is proposed, along with 90.20 acres of temporary work in wetlands). However, the wetlands resulting from the restoration and enhancement efforts are anticipated to be of greater quantity and quality than the existing wetlands (see **Figure 3** for a summary of total temporary work in wetlands and surface waters, and **Appendix A** for the existing condition and post-restoration UMAM worksheets). As this is an enhancement and restoration project, no compensatory mitigation is being proposed.

3.0 Monitoring Methods

3.1 Overview

Monitoring is proposed biannually for the first three years, and will transition to annual monitoring for years four and five if warranted. During the monitoring period, progress of the five assessment areas being restored and enhanced will be documented. Documentation will include hydrologic, qualitative, quantitative and incidental observations of wildlife. Annual reports will be submitted to SWFWMD.

3.2 Hydrologic Monitoring

Hydrologic monitoring will be conducted using automated water level recorders (piezometers) within monitoring wells and on-site rain-gauge. Water level data will be collected on an hourly basis throughout the year via dataloggers, and onsite precipitation recorded on a daily basis (**Figure 4**). Data collected by the dataloggers will be downloaded semiannually or more frequently as necessary. Monitoring well and piezometer equipment will be maintained throughout the year and replaced as needed. Monitoring well data will be reported until the long-term management phase. This data will be reported in graphical format referenced to the ground surface, and will include precipitation from the rain gauge data. Data will be included for each well separately and then summarized by assessment area. This accumulated data will yield a total quantity

of days inundated/saturated near the ground surface, as well as the Seasonal High Water Line (SHWL) for each well location on an annual basis. This will be compared with recorded annual rainfall year-to-year to determine whether the on-site hydroperiod is being significantly altered (either increased or decreased) relative to known precipitation, this information will be used to compared to see if the system is a short term or long term hydroperiod wetland.

3.3 Qualitative Monitoring

To ensure the stability and success of ecosystems in the five assessment areas, vegetative cover will be visually assessed during each monitoring event. Incidental observations of wildlife will be based upon direct sightings or signs of wildlife including overflights, scat, tracks, burrows, for example. Such observations will include signs of wildlife accumulated during each on-site monitoring event. A master list of species observed during each monitoring event will be documented.

3.4 Quantitative Monitoring

Vegetative cover throughout each assessment area will be monitored along 4,000 ft² belt transects measuring 200 ft by 20 ft. There are five (5) assessment areas with two (2) transects located in each, resulting in ten (10) transects total (**Figure 4**). Transect termini were marked using stainless-steel T-bar spray-painted orange (start) and blue (end). Each transect contains a permanently established photographic documentation station at one of the transect termini where photos will be taken in four cardinal directions and compiled into a photographic log. Groundcover, shrubs, and saplings will be monitored using nested sub-sample plots located within each 4,000 ft² transect. Sub-sample plots will occur every 50 ft. on alternating sides of each transect centerline with the first plot starting at zero feet on the right. Groundcover vegetation will be sampled within a 4 ft. by 4 ft. (16 ft²) sample plot to estimate the percent areal cover of each species in the quadrat and the percent areal cover of unvegetated space (bare ground, litter, or open water). The last plot will be located along the final length of each transect at 196 to 200 ft. Percent areal cover of shrubs will be estimated within a 10 ft. by 10 ft. (100 ft²) sample plot. The last plot will be located along the final length of each transect at 190 to 200 feet. Trees within 10 ft. of the transect centerline will be counted and identified to species throughout the entire belt transect and diameter at breast height (DBH) recorded for each individual.

Table 1: Transect Coordinates

Transect #	START		END	
	Lat	Long	Lat	Long
T-01	27° 54' 18.18724" N	81° 49' 2.32157" W	27° 54' 20.01914" N	81° 49' 1.53681" W
T-02	27° 55' 2.05804" N	81° 49' 2.81443" W	27° 55' 3.94197" N	81° 49' 2.1656" W
T-03	27° 54' 42.73462" N	81° 49' 1.26103" W	27° 54' 44.70946" N	81° 49' 1.11615" W
T-04	27° 54' 47.88469" N	81° 49' 7.49728" W	27° 54' 49.73272" N	81° 49' 8.23653" W
T-05	27° 54' 55.74614" N	81° 49' 16.35132" W	27° 54' 57.40485" N	81° 49' 17.52508" W
T-06	27° 54' 39.74987" N	81° 49' 10.99297" W	27° 54' 38.8781" N	81° 49' 13.00257" W
T-07	27° 55' 4.88505" N	81° 48' 51.72813" W	27° 55' 5.82319" N	81° 48' 49.77579" W
T-08	27° 55' 13.10887" N	81° 48' 33.57703" W	27° 55' 13.88614" N	81° 48' 31.52929" W
T-09	27° 55' 14.59108" N	81° 48' 42.47189" W	27° 55' 15.97248" N	81° 48' 40.88332" W
T-10	27° 55' 11.76081" N	81° 49' 13.03385" W	27° 55' 13.63983" N	81° 49' 13.7541" W

3.5 Maintenance

As part of the comprehensive invasive species management strategy, a fire regime and chemical treatments will be the focus of effort in controlling the nuisance and exotic species. The timing of the chemical treatments and prescribed fires will be carefully managed to increase effectiveness of the chemical treatments. Targeted chemical treatments will be employed to control the different invasive and exotic species on site. These treatments methods are designed to reduce invasive plant cover, prevent further spread, and support the restoration of native plant communities while ensuring minimal disturbance to surrounding habitats. Methods and species lists will be updated as new nuisance or exotic species are observed onsite.

All herbicide applications will be conducted in accordance with label requirements and in compliance with state and federal pesticide regulations. Treatments utilize dye markers for application tracking and surfactants when needed to improve herbicide efficacy, with calibrated backpack and boom sprayers ensuring precise delivery to target species while reducing impacts on native vegetation.

Personal protective equipment (PPE) is used consistently during all treatment operations to maintain applicator safety. Follow-up monitoring is integrated into the management plan to adaptively manage treatment sites and ensure effective long-term suppression of these invasive species.

3.6 Outcomes for Successful Completion of the Wetland Restoration and Enhancement

After a three-year monitoring period, it is anticipated that under average annual hydrologic conditions (as estimated by pre-Project analysis via collected data), wetland restoration and enhancement activities will result in the following:

1. Total percent-coverage by desirable vegetation will be equal or greater than 85% in wetland assessment areas
2. Hydrologic Conditions:
 - a. Wetland areas (except for restored floodplain) shall be saturated or inundated 60 days or more per year with water table within 6 inches of the restored ground surface, with SHWL of no lower than 6 inches above the restored ground surface elevation.
 - b. Areas identified as restored floodplain shall be saturated or inundated 120 days or more per year with a SHWL no lower than 12 inches above the restored ground surface elevation.
3. The Florida Invasive Species Council (FISC) exotic vegetation shall not exceed 5% overall coverage in any assessment areas (including restoration areas and upland enhancement areas). The exotic/nuisance/invasive species identification and eradication targets within enhancements areas only by monitoring commencement day (MCD) are provided below:
 - a. At MCD + 1 year: <30% Florida Invasive Species Council (FISC) species cumulative; 20% nuisance species cumulatively
 - b. At MCD + 2 years: <20% FISC; 20% nuisance
 - c. At MCD + 3 year: <10% (except floodplain areas, which may be <15% if >5% of it includes floating aquatic vegetation ("FAV"); 20% nuisance
 - d. At MCD + 4 years through conclusion of Monitoring Period: <5% (<10% of floodplain areas with FAV); <10% nuisance.

4.0 Summary

Future management strategies in the assessment areas will include efforts to reduce the presence and spread of exotic and nuisance species while encouraging the recruitment of desirable groundcover and native plant and trees species along with growth of native wetland species and trees planted. Continuous monitoring of hydrologic conditions and fauna will be carried out to track the ongoing progress toward habitat restoration.



Figures /

Figure 1: Location Map

Figure 2: Concept Map

Figure 3: Temporary Work In Wetlands and
Surface Waters

Figure 4: Monitoring Map

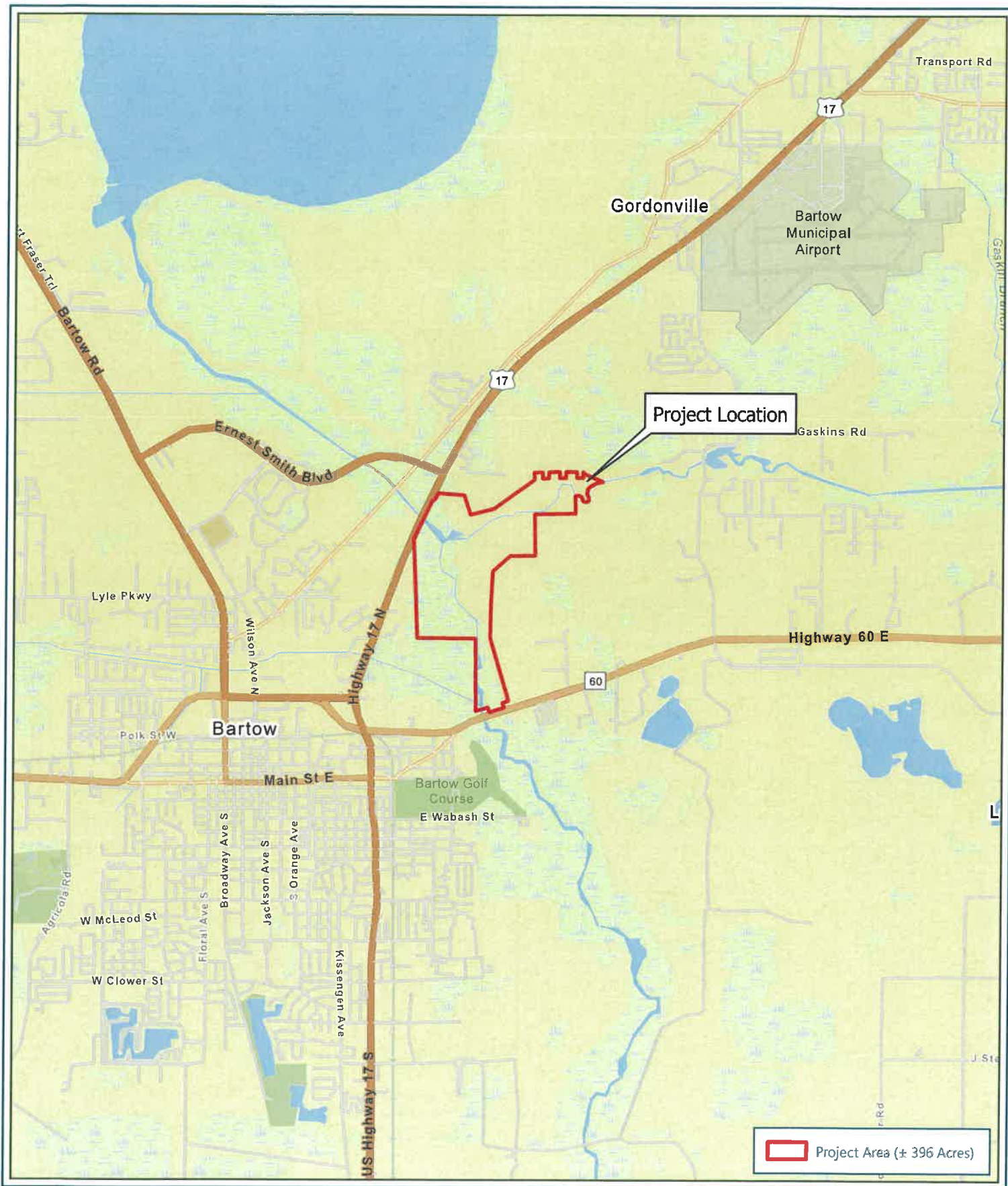
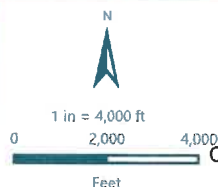


Figure 1
Location Map

**Wilson Ranch Restoration and
Enhancement Project**
Polk County, Florida



Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.

Project Number: PRJ105342 Data Source: StreetMap

Spatial Reference:
NAD 1983 StatePlane Florida West FIPS 0902 Feet
Date Exported: 8/11/2025

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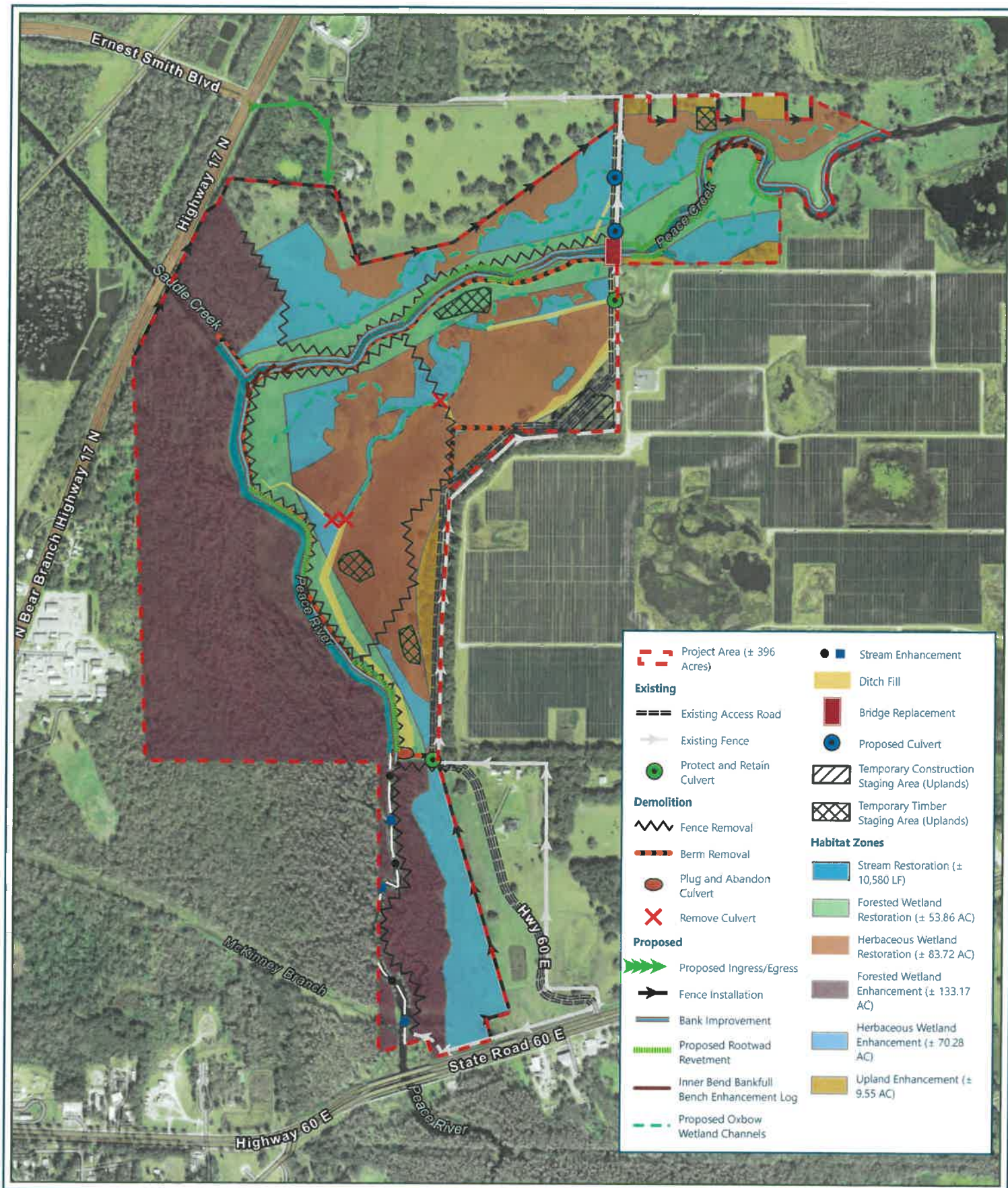
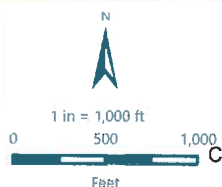


Figure 2
Concept Map

Wilson Ranch Restoration and Enhancement Project
Polk County, Florida



Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.

Project Number: PRJ105342 **Data Source:** World Imagery
Spatial Reference:

NAD 1983 StatePlaneFlorida West FIPS 0902 Feet
Date Exported: 6/2/2025

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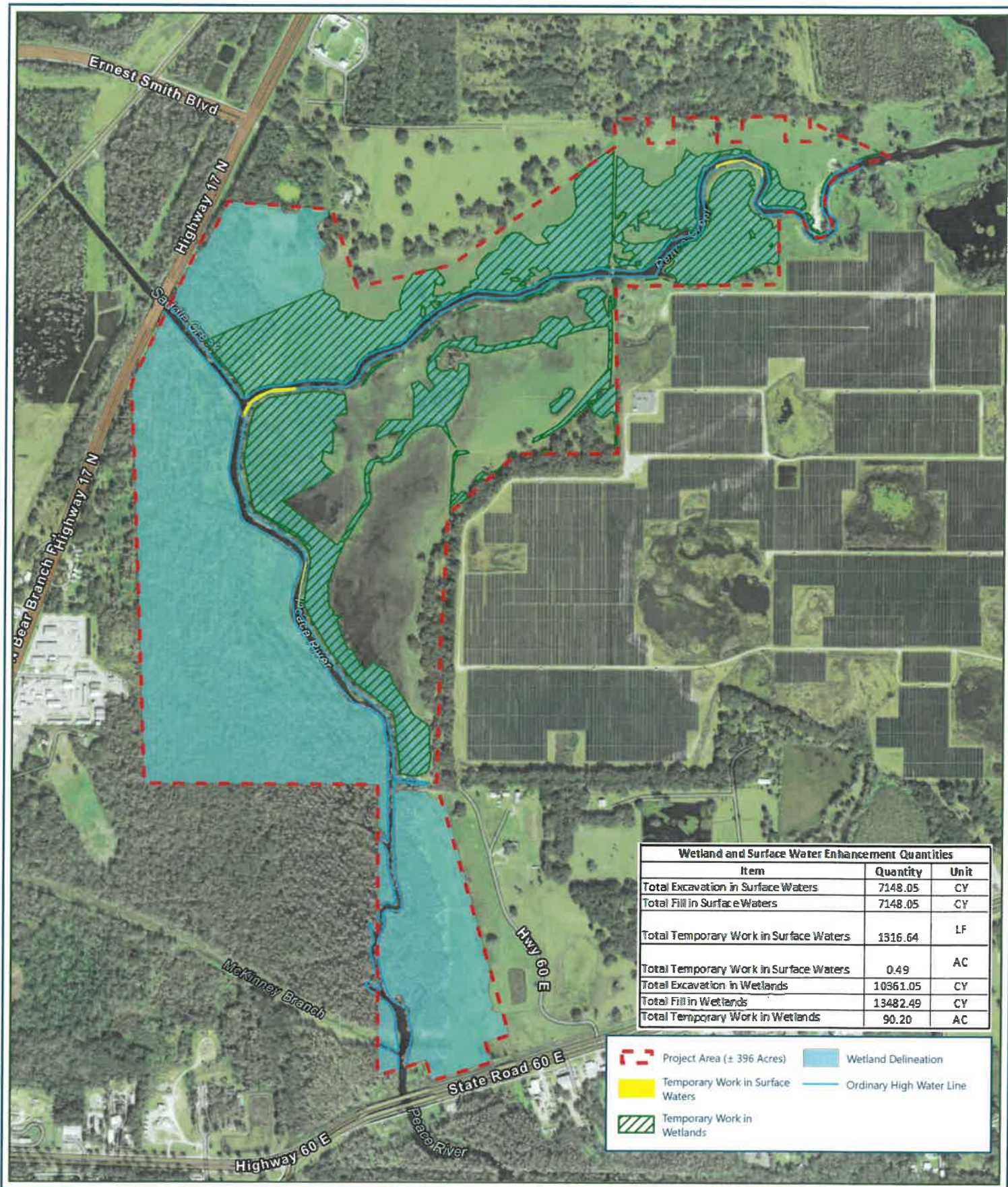
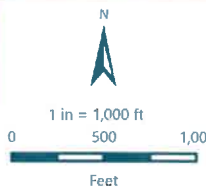


Figure 3
Temporary Work in Wetlands and
Surface Waters

**Wilson Ranch Restoration and
Enhancement Project**
Polk County, Florida



Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.

Project Number: PRJ105342 Data Source: World Imagery

Spatial Reference:

NAD 83 / FIPS 9002 Feet

Date Expired: 3/3/2025

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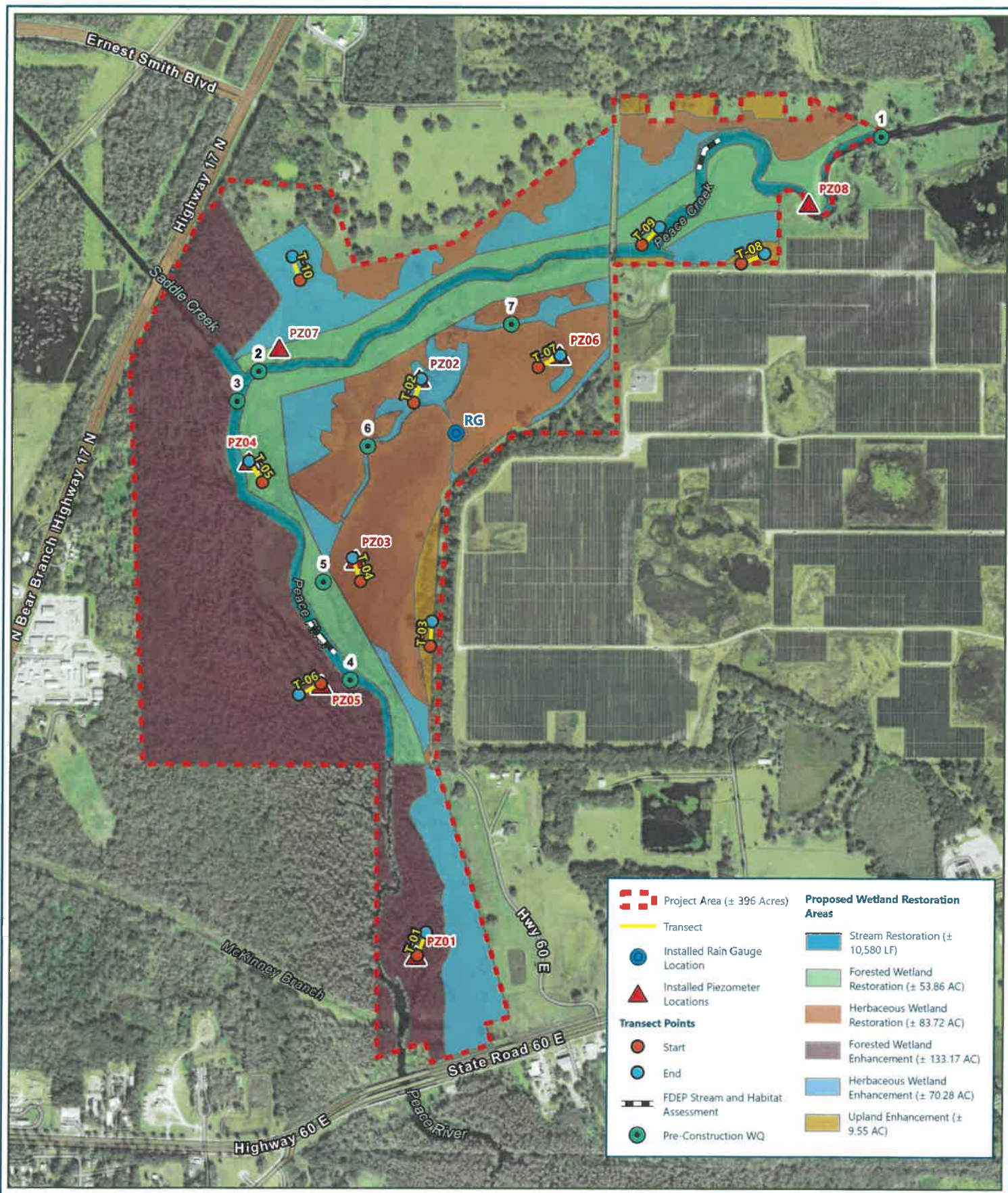
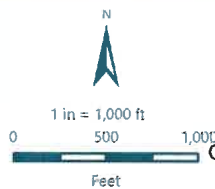


Figure 4
Monitoring Map

Wilson Ranch Restoration and Enhancement Project
Polk County, Florida



Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.

Project Number: PRJ105342 **Data Source:** World Imagery

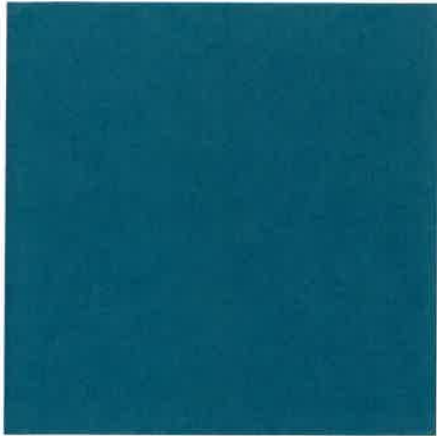
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Date Exported: 6/2025

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Appendix A/ UMAM Sheets

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name Wilson Ranch Property		Application Number TBD	Assessment Area Name or Number Herbaceous Wetland Restoration
FLUCCs code 211 to 643	Further classification (optional)	Impact or Mitigation Site? Restoration	Assessment Area Size 83.72 Acres
Basin/Watershed Name/Number Peace River / 10	Affected Waterbody (Class) III	Special Classification (i.e. OFW, AP, other local/state/federal designation of importance) N/A	
Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands Assessment Area consists of upland cropland and pastureland. AA was historically herbaceous wetlands prior to being converted for agriculture, and is being restored to herbaceous wetlands. Assessment area description Based on FLUCCS 2025 data, area is currently 2100: Cropland and Pastureland. Vegetation is dominated by bermudagrass (<i>Cynodon dactylon</i>), ragweed (<i>Ambrosia artemisiifolia</i>) with scattered caesarweed, coastal bristlegass (<i>Setaria corrugata</i>), common wireweed (<i>Sida ulmifolia</i>), partridge pea (<i>Chamaecrista fasciculata</i>), bahiagrass, Mexican prickly poppy (<i>Argemone mexicana</i>), scarlet milkweed (<i>Asclepias curassavica</i>), Pennsylvania blackberry (<i>Rubus pensilvanicus</i>), beggarticks (<i>Bidens alba</i>), and cogongrass (<i>Imperata cylindrica</i>).			
Significant nearby features Assessment Area is adjacent to the Peace River and Peace Creek		Uniqueness (considering the relative rarity in relation to the regional landscape) AA is not unique	
Functions Currently: Cropland and Pastureland. After restoration: Recreate water connectivity and improve water quality; water conveyance; foraging and nesting habitat for wildlife.		Mitigation for previous permit/other historic use N/A	
Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found) Florida sandhill crane, gopher tortoise, opossum, raccoon, Eastern gray squirrel, fox squirrel, Florida black bear, nine-banded armadillo, white-tailed deer		Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area) AA is located in the USFWS's Consultation Areas for the Florida bonneted bat (E), Tricolored bat (E), Audubon's crested caracara (T), Florida scrub-jay (T), Everglade snail kite (E), blue-tailed mole skink (T), and Florida sand skink (T). AA is located within a FWS wood stork Core Foraging Area.	
Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.): General wildlife observations included nine-banded armadillo, marsh rabbit, opossum, black vulture, red-tailed hawk, great egret, bald eagle, roseate spoonbill, sandhill crane, tricolor heron, wood stork, and various birds in the Order Passerine. Full list of observed species can be found on pages 33-36 of Environmental Summary Report.			
Additional relevant factors: Assessment Area currently uplands used as a pasture for livestock. Hydrology is affected by historic ditching and berms, AA was historically wetlands. Proposed restoration includes: removal of non-native pasture grasses, restoration of the hydro-period through earthwork and grading, and planting of native herbaceous wetland vegetation.			
Assessment conducted by: David Hart, Emily Powell		Assessment date(s): 8/17/2022, data also used from site visits in 2023	

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name Wilson Ranch Property	Application Number N/A	Assessment Area Name or Number Herbaceous Wetland Restoration
Impact or Mitigation Restoration	Assessment conducted by: David Hart, Emily Powell	Assessment date: 8/17/2022

Scoring Guidance The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

Optimal (10) Condition is optimal and fully supports wetland/surface water functions	Moderate (7) Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal (4) Minimal level of support of wetland/surface water functions	Not Present (0) Condition is insufficient to provide wetland/surface water functions
--	--	---	--

.500(6)(a) Location and Landscape Support <table border="1"> <tr> <td>w/o pres or current</td> <td>with</td> </tr> <tr> <td align="center">2</td> <td align="center">8</td> </tr> </table>	w/o pres or current	with	2	8	Habitat adjacent to AA: Nuisance/ exotic vegetation species occur throughout portions of the areas adjacent to AA. Wildlife access to the Assessment Area is limited by fencing. Downstream benefits affected by berm between Assessment Area and the Peace River. Proposed restoration: Removal of upland berm and removal of livestock fencing will allow for better wildlife access and restore wetland habitat function, along with removing and maintaining nuisance/ exotic species.
w/o pres or current	with				
2	8				
.500(6)(b) Water Environment (n/a for uplands) <table border="1"> <tr> <td>w/o pres or current</td> <td>with</td> </tr> <tr> <td align="center">N/A</td> <td align="center">8</td> </tr> </table>	w/o pres or current	with	N/A	8	Assessment Area has experienced altered hydrology through ditching for cropland, resulting in altered water levels, creating upland pastureland. Proposed restoration: remove upland berm to return hydro-period and restore historic hydrology to AA.
w/o pres or current	with				
N/A	8				
.500(6)(c) Community structure 1. Vegetation and/or 2. Benthic Community <table border="1"> <tr> <td>w/o pres or current</td> <td>with</td> </tr> <tr> <td align="center">2</td> <td align="center">8</td> </tr> </table>	w/o pres or current	with	2	8	Vegetation community structure of Assessment Area is an assemblage of both appropriate and inappropriate species with both native and nuisance/exotics occurring throughout. Historic land management practices (ditching, fire suppression) resulted in altered community structure with an abundance of invasive, exotic and facultative species. Proposed restoration: removal of non-native and upland pasture grasses, and planting of native herbaceous wetland vegetation.
w/o pres or current	with				
2	8				

Score = sum of above scores/30 (if uplands, divide by 20)	
current or w/o pres	with
0.20	0.8

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres =

Delta = [with-current]
+0.60

If mitigation
Time lag (t-factor) = 1.14
Risk factor = 1.50

For mitigation assessment areas
RFG = delta/(t-factor x risk) = 0.60/(1.14 x 1.5) = 0.35 x 83.72 acres = 29.3

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name Wilson Ranch Property		Application Number N/A	Assessment Area Name or Number Herbaceous Wetland Enhancement
FLUCCs code 643	Further classification (optional)	Impact or Mitigation Site? Enhancement	Assessment Area Size 70.28 Acres
Basin/Watershed Name/Number Peace River / 10	Affected Waterbody (Class) III	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance) N/A	
Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands Assessment Area consists of a wet prairie community that is adjacent to an improved pasture community and forested wetlands that border the Peace River. Assessment area description Vegetation primarily consists of smartweed (<i>Persicaria spp.</i>), ragweed, juncus (<i>Juncus spp.</i>), bermuda grass (<i>Cynodon dactylon</i>), alligator weed (<i>Alternanthera philoxeroides</i>), with stands of fireflag (<i>Thalia geniculata</i>) and duck potato (<i>Sagittaria latifolia</i>). Additional species observed include West Indian marsh grass (<i>Hymenachne amplexicaulis</i>), paragrass (<i>Urochloa mutica</i>), caesarweed (<i>Urena lobata</i>), and dogfennel (<i>Eupatorium capillifolium</i>).			
Significant nearby features AA is hydrologically connected to Peace Creek and Peace River		Uniqueness (considering the relative rarity in relation to the regional landscape) AA is not unique	
Functions Water quality; Water conveyance; Foraging and nesting habitat for wildlife		Mitigation for previous permit/other historic use N/A	
Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found) Florida sandhill crane, gopher tortoise, opossum, raccoon, Eastern gray squirrel, fox squirrel, Florida black bear, nine-banded armadillo, white-tailed deer		Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area) AA is located in the USFWS's Consultation Areas for the Florida bonneted bat (E), Tricolored bat (E), Audubon's crested caracara (T), Florida scrub-jay (T), Everglade snail kite (E), blue-tailed mole skink (T), and Florida sand skink (T). AA is located within a FWS wood stork Core Foraging Area.	
Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.): General wildlife observations included nine-banded armadillo, marsh rabbit, opossum, black vulture, red-tailed hawk, great egret, bald eagle, roseate spoonbill, sandhill crane, tricolor heron, wood stork, and various birds in the Order Passerine. Full list of observed species can be found on pages 33-36 of Environmental Summary Report.			
Additional relevant factors: Assessment Area abuts uplands historically used as a pasture for livestock. Hydrology is affected by historic ditching. Proposed enhancement includes: removal of cattle fencing, backfilling and plugging existing drainage ditches, removal and maintenance of nuisance and exotic species, and installing a vegetation management/ burn rotation.			
Assessment conducted by: David Hart, Emily Powell		Assessment date(s): 8/17/2022, data also used from site visits in 2023	

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name Wilson Ranch Property	Application Number TBD	Assessment Area Name or Number Herbaceous Wetland Enhancement
Impact or Mitigation Enhancement	Assessment conducted by: David Hart, Emily Powell	Assessment date: 8/17/2022

Scoring Guidance The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

Optimal (10) Condition is optimal and fully supports wetland/surface water functions	Moderate (7) Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal (4) Minimal level of support of wetland/surface water functions	Not Present (0) Condition is insufficient to provide wetland/surface water functions
--	--	---	--

.500(6)(a) Location and Landscape Support w/o pres or current with 4 8	Habitat outside of Assessment Area includes forested wetlands abutting Peace Creek and Pastureland that supports cattle grazing. Invasive grasses and nuisance species occur throughout portions of the areas adjacent to AA. Wildlife access to the AA is limited by fencing. Adjacent land uses outside of AA (cattle grazing) only result in minimal impacts to wildlife. Downstream benefits affected by berm between AA and the Peace River. Restoration and enhancement will improve adjacent wildlife access and habitat quality.
.500(6)(b) Water Environment (n/a for uplands) w/o pres or current with 4 8	Assessment Area has experienced altered hydrology through ditching for adjacent land uses (ranch land) resulting in altered water levels. Historic ditching resulted in water level indicators not meeting expectations. Adjacent hydrologic restoration of the site through the reconnection of the creek/river flows to historic floodplain will provide a reversion of land to historic hydrologic conditions and would improve the water environment.
.500(6)(c) Community structure 1. Vegetation and/or 2. Benthic Community w/o pres or current with 4 8	Vegetation community structure of Assessment Area is an assemblage of both appropriate and inappropriate species with both native and nuisance/exotics occurring throughout. Historic land management practices (ditching, fire suppression) resulted in altered community structure with an abundance of opportunistic and facultative species. Proposed enhancement: removal and maintenance of nuisance and exotic species, planting native wetland vegetation and installing a vegetation management/ burn rotation.

Score = sum of above scores/30 (if uplands, divide by 20)	
current or w/o pres	with
0.4	0.8

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres =

Delta = [with-current]
+0.4

If mitigation
Time lag (t-factor) = 1.07
Risk factor = 1

For mitigation assessment areas
RFG = delta/(t-factor x risk) = 0.4/(1.07 x 1) = 0.374 x 70.28 acres = 26.28

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name Wilson Ranch Property		Application Number TBD	Assessment Area Name or Number Forested Wetland Restoration
FLUCCs code 211, 643, 743 and 615 to 615	Further classification (optional)	Impact or Mitigation Site? Restoration	Assessment Area Size 53.86 Acres
Basin/Watershed Name/Number Peace River / 10	Affected Waterbody (Class) III	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance) N/A	
Geographic relationship to and hydrologic connection with wetlands, other surface, uplands Assessment area is directly adjacent to Peace Creek and Peace River. AA is currently a mix of wet prairie, forested wetlands, pastureland and upland berm. Restoration proposes AA to be restored to forested wetlands with historic hydro-period and connectivity.			
Assessment area description Vegetation within the AA primarily consists of bald cypress, American elm, red maple, Chinese tallow, fire flag, duck potato, smartweed, bermudagrass, alligatorweed, dog fennel, cogongrass, common wireweed, and ragweed. After restoration AA will consist of forested wetlands without nuisance/ exotic species with native vegetation.			
Significant nearby features Assessment Area is adjacent to the Peace River and Peace Creek		Uniqueness (considering the relative rarity in relation to the regional landscape) AA is not unique	
Functions Water quality; Water conveyance; Foraging and nesting habitat for wildlife		Mitigation for previous permit/other historic use N/A	
Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found) Florida sandhill crane, gopher tortoise, opossum, raccoon, Eastern gray squirrel, fox squirrel, Florida black bear, nine-banded armadillo, white-tailed deer.		Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area) AA is located in the USFWS's Consultation Areas for the Florida bonneted bat (E), Tricolored bat (E), Audubon's crested caracara (T), Florida scrub-jay (T), Everglade snail kite (E), blue-tailed mole skink (T) and Florida sand skink (T). AA is located within a FWS wood stork Core Foraging Area.	
Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.): General wildlife observations included nine-banded armadillo, marsh rabbit, opossum, black vulture, red-tailed hawk, great egret, bald eagle, roseate spoonbill, sandhill crane, tricolor heron, wood stork, and various birds in the Order Passerine. Full list of observed species can be found on pages 33-36 of Environmental Summary Report.			
Additional relevant factors: Assessment Area abuts uplands historically used as a pasture for livestock. Hydrology is affected by historic ditching. Proposed restoration includes: removal of the upland berm, grading, removal of existing upland vegetation (growing on top of the man made berm), removal of nuisance and exotic species, and planting of native wetland vegetation.			
Assessment conducted by: David Hart, Emily Powell		Assessment date(s): 8/17/2022, data also used from site visits in 2023	

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name Wilson Ranch Property	Application Number TBD	Assessment Area Name or Number Forested Wetland Restoration
Impact or Mitigation Restoration	Assessment conducted by: David Hart, Emily Powell	Assessment date: 8/17/2022

Scoring Guidance The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

Optimal (10) Condition is optimal and fully supports wetland/surface water functions	Moderate (7) Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal (4) Minimal level of support of wetland/surface water functions	Not Present (0) Condition is insufficient to provide wetland/surface water functions
--	--	---	--

.500(6)(a) Location and Landscape Support w/o pres or current with 3 8	Areas adjacent to Assessment Area includes pastureland that supports cattle grazing, herbaceous wetlands, Peace Creek and Peace River. Nuisance/ exotic vegetation species occur throughout adjacent. Wildlife access to the AA is limited by fencing. Restoration and enhancement will enhance wildlife access and restore wetland function in areas adjacent to AA.
.500(6)(b) Water Environment (n/a for uplands) w/o pres or current with 3 8	Assessment Area has experienced altered hydrology through ditching for agriculture land uses resulting in altered water levels. Historic ditching results in water level indicators not meeting expectations. Fire frequency has been suppressed. Restoration will restore hydro-period and wetland function in portions of AA in which it is not currently present.
.500(6)(c) Community structure 1. Vegetation and/or 2. Benthic Community w/o pres or current with 3 8	Vegetation community structure of Assessment Area consists of both wetland and upland species. Historic land management practices (ditching, fire suppression) result in altered community structure with an abundance of opportunistic and nuisance/exotic species. Proposed restoration includes, removal of existing upland berm, removal of upland vegetation, removal of nuisance and exotic species, and planting of native wetland vegetation.

Score = sum of above scores/30 (if uplands, divide by 20)	
current or w/o pres	with
0.3	0.8

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres =

Delta = [with-current]
+0.5

If mitigation
Time lag (t-factor) = 1.25
Risk factor = 1.75

For mitigation assessment areas
RFG = delta/(t-factor x risk) = 0.5/(1.25 x 1.75) = 0.23 x 53.86 acres = 12.39

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name Wilson Ranch Property		Application Number TBD	Assessment Area Name or Number Forested Wetland Enhancement
FLUCCs code 615	Further classification (optional)		Impact or Mitigation Site? Enhancement
			Assessment Area Size 133.17 Acres
Basin/Watershed Name/Number Peace River / 10	Affected Waterbody (Class) III	Special Classification (i.e. OFW, AP, other local/state/federal designation of importance) N/A	
Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands Assessment area consists of Bottomland hardwood forest wetland community adjacent to Peace River and Saddle Creek.			
Assessment area description Vegetation primarily consists of water oak (<i>Quercus nigra</i>), bald cypress (<i>Taxodium distichum</i>), American elm (<i>Ulmus americana</i>), red maple (<i>Acer rubrum</i>), dwarf palmetto (<i>Sabal minor</i>) and saw palmetto (<i>Serenoa repens</i>).			
Significant nearby features Assessment Area is adjacent to the Peace River and Saddle Creek		Uniqueness (considering the relative rarity in relation to the regional landscape) AA is not unique	
Functions Water quality; Water conveyance; Foraging and nesting habitat for wildlife		Mitigation for previous permit/other historic use N/A	
Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found) Florida sandhill crane, gopher tortoise, opossum, raccoon, Eastern gray squirrel, fox squirrel, Florida black bear, nine-banded armadillo, white-tailed deer		Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area) AA is located in the USFWS's Consultation Areas for the Florida bonneted bat (E), Tricolored bat (E), Audubon's crested caracara (T), Florida scrub-jay (T), Everglade snail kite (E), blue-tailed mole skink (T) and Florida sand skink (T). AA is located within a FWS wood stork Core Foraging Area.	
Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.): General wildlife observations included nine-banded armadillo, marsh rabbit, opossum, black vulture, red-tailed hawk, great egret, bald eagle, roseate spoonbill, sandhill crane, tricolor heron, wood stork, and various birds in the Order Passerine. Full list of observed species can be found on pages 33-36 of Environmental Summary Report.			
Additional relevant factors: Assessment Area abuts uplands historically used as a pasture for livestock. Proposed enhancement includes: removal and monitoring of nuisance and exotic species.			
Assessment conducted by: David Hart, Emily Powell		Assessment date(s): 8/17/2022, data also used from site visits in 2023	

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name Wilson Ranch Property	Application Number N/A	Assessment Area Name or Number Forested Wetland Enhancement
Impact or Mitigation Enhancement	Assessment conducted by: David Hart, Emily Powell	Assessment date: 8/17/2022

Scoring Guidance The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

Optimal (10) Condition is optimal and fully supports wetland/surface water functions	Moderate (7) Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal (4) Minimal level of support of wetland/surface water functions	Not Present (0) Condition is insufficient to provide wetland/surface water functions
--	--	---	--

.500(6)(a) Location and Landscape Support w/o pres or current 7 with 8	Habitat adjacent to the Assessment Area includes cropland and pastureland that supports cattle grazing. Opportunistic, nuisance/ exotic species occur throughout. Wildlife access to the AA is limited by roads, fencing, and canals. Restoration and enhancement onsite will improve wildlife access and vegetation quality.
.500(6)(b) Water Environment (n/a for uplands) w/o pres or current 6 with 8	Assessment Area has experienced altered hydrology through ditching for adjacent agriculture land uses resulting in altered water levels. Historic ditching results in water level indicators not meeting expectations. Proposed enhancement will improve hydrology connectivity and flow in wetlands.
.500(6)(c) Community structure 1. Vegetation and/or 2. Benthic Community w/o pres or current 7 with 8	Vegetation community structure of Assessment Area consists of both native and nuisance/ exotic species and lack of consistent, large canopy trees. Proposed enhancement includes removal of nuisance and exotic species, and continued monitoring and maintenance.

Score = sum of above scores/30 (if uplands, divide by 20)	
current or w/o pres 0.67	with 0.8

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres =

Delta = [with-current]
+0.13

If mitigation
Time lag (t-factor) = 1.07
Risk factor = 1

For mitigation assessment areas
RFG = delta/(t-factor x risk) = 0.13/(1.07 x 1) = 0.12 x 133.17 acres = 15.98

Exhibit C

BUILDING ENVELOPE

BUILDING ENVELOPE LEGAL DESCRIPTION

(PARCEL Q – BUILDING ENVELOPE)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT AFOREMENTIONED **REFERENCE POINT “M”**, THENCE SOUTH 37°20'03” EAST ALONG THE SOUTHERLY LINE OF A 75.00 FOOT TAMPA BAY ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1254 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 50.74 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 37°20'03” EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 40.63 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1238 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

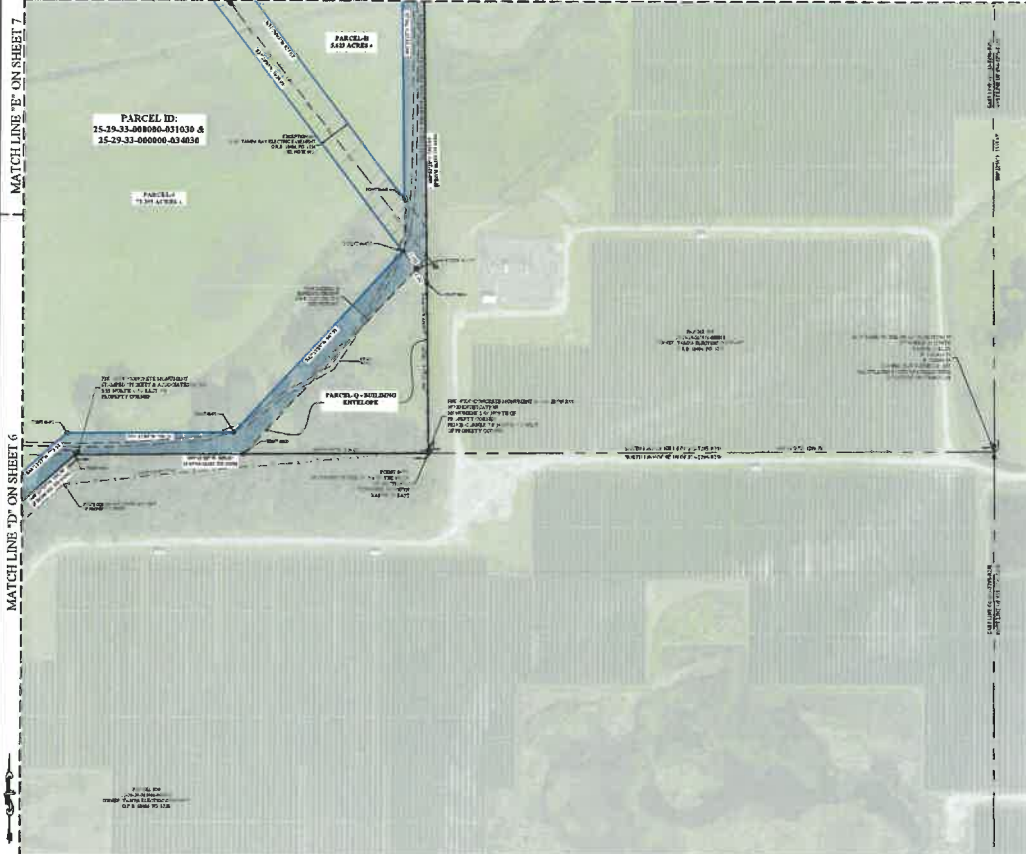
THENCE SOUTH 00°52'23” EAST ALONG SAID WEST LINE, A DISTANCE OF 390.95 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE SOUTH 89°41'00” WEST ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF 426.05 FEET TO A POINT ON THE EASTERLY LINE OF AN INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12352 AT PAGE 2169 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE NORTH 42°53'55” EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 580.94 FEET TO THE **POINT OF BEGINNING**.

BOUNDARY SURVEY GRAPHIC

MATCH LINE "G" ON SHEET 8



GRAPHIC SCALE



SEE POINT TABLE ON SHEET 10 OF 10

[illegible][illegible]

PROJECT NAME	
OWNER'S NAME	ROE, LLC, A VIRGINIA LIMITED LIABILITY COMPANY
LOCATED IN	SECTION 12-34, TOWNSHIP 28 NORTH, RANGE 35 EAST S. 36.127284° E. 100.000000' N. 10.0000' S. 444.00' E. 15.0000'
BPM PROJECT #	27-394 0000 CE
COUNTY	POLK COUNTY, FLORIDA

BSM
& ASSOCIATES
 LAND SURVEYING SERVICE
 300 E. Elm Lane, Ocala, FL 32664
 352-349-1100
 352-349-8100
 352-349-1800

[illegible]

BOUNDARY SURVEY
STATE ROAD 60
BARTOW, FLORIDA 33831

COMPREHENSIVE SERVICES AGREEMENT

by and between

POLK COUNTY,

a political subdivision of the State of Florida

and

HGS, LLC DBA RES ENVIRONMENTAL OPERATING COMPANY,

a Virginia limited liability company

Dated as of October 17, 2023

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EXHIBITS

EXHIBIT A	Project Area Description and Concept Map
EXHIBIT B	Statement of Work
EXHIBIT C	Payment Schedule
EXHIBIT D	Memorandum of Agreement

COMPREHENSIVE SERVICES AGREEMENT

THIS COMPREHENSIVE SERVICES AGREEMENT ("Agreement") is entered into effective as of October 17, 2023 (the "Effective Date"), by and between Polk County ("COUNTY"), a political subdivision of the State of Florida, having its principal offices at 330 W. Church St. Drawer BC01, P.O. Box 9005, Bartow, Florida 33831-9005, and HGS, LLC dba RES Environmental Operating Company, a Virginia limited liability company and wholly-owned subsidiary of Resource Environmental Solutions, LLC, having its principal offices at 6575 West Loop South, Suite 300, Bellaire, Texas 77401 ("SERVICE PROVIDER" and, together with COUNTY, the "Parties" and, each individually, a "Party").

BACKGROUND RECITALS:

WHEREAS, over 50 waterbodies in COUNTY suffer from water quality problems and are identified by the Florida Department of Environmental Protection ("FDEP") as impaired because they do not meet their designated uses as defined by state law and regulation. In the Peace Creek and Bowleg Creek watersheds, 40 waterbodies have FDEP adopted total maximum daily loads ("TMDL") for 70 different water quality parameters.

WHEREAS, the State of Florida (the "State"), through FDEP, has, and continues to adopt, various water quality standards, regulations and criteria to protect water resources of the State, which COUNTY is subject to.

WHEREAS, COUNTY and its co-permittees have a regulatory obligation to reduce pollutant loads under their National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Permit Number FLS000015 (the "MS4 Permit"). Among other things, the MS4 Permit requires permittees to prioritize and self-implement TMDLs not covered under an adopted Basin Management Action Plan or other restoration alternative plan, including a Category 4e plan.

WHEREAS, the State enacted the Heartland Headwaters Protection and Sustainability Act (the "HHPSA") in 2017 to protect the headwaters of the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace and Withlacoochee Rivers in the Green Swamp and Polk County.

WHEREAS, the Florida General Appropriations Act for Fiscal Year 2022-2023 appropriated \$20 million to the Polk Regional Water Cooperative's Heartland Headwaters Program for the purpose of implementing the HHPSA.

WHEREAS, the Heartland Headwaters Protection and Sustainability Act Annual Comprehensive Water Resources Report for Fiscal Year 2022-2023 listed the Peace Creek Water Preservation Project as the 3rd highest priority unapproved project.

WHEREAS, the Polk County Wilson Ranch Reserve Restoration Project (the "Project") described in this Agreement is a part of the larger Peace Creek Water Preservation Project and will help restore and protect the valuable water resources of COUNTY.

WHEREAS, the Parties expect the Polk Regional Water Cooperative to provide a grant of \$1.5 million to COUNTY out of the previously allocated funds described above to fund the implementation of Task 1 (as defined below and described in Exhibit B) in accordance with the terms of this Agreement.

WHEREAS, the Parties expect to work together in accordance with the terms of this Agreement to obtain the additional amounts required to fund the implementation of Tasks 2-14.

WHEREAS, in accordance with Section 255.065(3)(d), Florida Statutes, COUNTY has determined that the Project (i) is in the public's best interest; (ii) is for a facility for which ownership will be conveyed to COUNTY at the conclusion of the Operation Period (as defined below), as further described herein; (iii) has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default or cancellation of this Agreement by COUNTY; (iv) has adequate safeguards in place to ensure that COUNTY or SERVICE PROVIDER has the opportunity to add capacity to the Project or other facilities serving similar predominantly public purposes; and (v) will be owned by COUNTY upon completion, expiration, or termination of this Agreement and upon payment of the amounts stated herein.

WHEREAS, in accordance with Section 255.065(5)(d), Florida Statutes, COUNTY has determined, based on independent analysis, that the Project provides a cost-effective regional solution to improve water quality in the Peace Creek Watershed and provides an overall public benefit.

WHEREAS, COUNTY and SERVICE PROVIDER have a history of independently implementing successful regional projects to improve water quality and reduce nutrient inputs.

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

1. **Definitions.** Capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meanings given to such terms below. The meanings specified are applicable to both the singular and the plural and to the masculine and feminine forms.

"Agreement" is defined in the preamble.

"Capital Equipment" means articles of nonexpendable, tangible property with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

"Capital Equipment Purchase Price" is defined in Section 12.

"COUNTY" is defined in the preamble.

"Damages" is defined in Section 16.

"Defaulting Party" is defined in Section 12.

"Effective Date" is defined in the preamble.

“EOR” means the professional engineer licensed in the State of Florida who seals drawings, reports, or documents for the Project.

“FDEP” is defined in the recitals.

“Election Notice” is defined in Section 12.

“Expiration Date” is defined in Section 7.

“Force Majeure” is defined in Section 27.

“Hazardous Materials” is defined in Section 20.

“HHPA” is defined in the recitals.

“Intellectual Property Rights” is defined in Section 23.

“Knowledge of SERVICE PROVIDER” or “SERVICE PROVIDER’s Knowledge” means the actual knowledge of Ansley Tilley and Stephen Colomb, individually, after reasonable inquiry with no requirement that such knowledge be shared jointly between them.

“Lease Agreement” means the Cattle Grazing Lease Agreement, dated July 1, 2022, between SERVICE PROVIDER and Wilson.

“Lien” or “Liens” means liens, pledges, mortgages, deeds of trust, charges, hypothecations, security interests, rights of first refusal, rights of first offer, purchase options, encumbrances, leases, easements, right-of-way, or other adverse claim of any kind.

“Maintenance Period” means the period of time from the day after the final day of the Monitoring Period until the final day of the Operation Period.

“MOA” means the Memorandum of Agreement, substantially in the form attached hereto as Exhibit D.

“Monitoring Commencement Date” means the day after the date on which the Construction Completion Certification letter (as described in Exhibit B) is signed and sealed by the EOR.

“Monitoring Period” means the approximately 10-year period from the Monitoring Commencement Date until the day the COUNTY approves (or is deemed to have approved) the Monitoring Completion Certificate (as described in Exhibit B) in accordance with Section 18(a)(1).

“MS4 Permit” is defined in the recitals.

“Notice of Termination” means written notice sent by either Party to the other Party terminating this Agreement in accordance with the terms and conditions set forth herein. The Notice of Termination shall indicate the specific termination provision in

this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated.

“NTP” is defined in Section 5.

“Operation Period” means the 25-year period from the Monitoring Commencement Date until the 25-year anniversary of the Monitoring Commencement Date.

“Party” and “Parties” are defined in the preamble.

“Permitted Exceptions” means (i) presently existing and future Liens for unpaid property taxes not yet due and payable as of the Property Closing, (ii) the ROFR, and (iii) Liens listed on Exhibit A.

“Project” is defined in the recitals.

“Project Documents” is defined in Section 19.

“Project Manager” is defined in Section 25.

“Project Property” is defined in Section 3.

“Project Schedule” is defined in Section 5.

“Project Value” is defined in Section 4.

“Property Closing” shall mean the closing of the transfer of the Project Property from SERVICE PROVIDER to COUNTY (i) pursuant to Section 7(b) following the end of the Operation Period, (ii) pursuant to Section 12(d)(ii) following the termination of this Agreement in accordance with Sections 12(a) or 12(b), or pursuant to Section 12(d)(iii) following the termination of this Agreement in accordance with Sections 12(a) or 12(b) and COUNTY’s delivery of an Election Notice to SERVICE PROVIDER.

“Property Purchase Price” means \$4,500,000.

“Recreational Activities” means nature-based, outdoor recreational activities that are compatible with the purpose of the Project. “Recreational Activities” include bicycling, hiking, running, equestrian, wildlife watching, paddling, and photography.

“ROFR” means the Right of First Refusal, dated as of July 1, 2022 and amended as of October 6, 2023, between SERVICE PROVIDER, as grantor, and Wilson, as grantee, pursuant to which SERVICE PROVIDER granted Wilson a right of first refusal to purchase the Project Property.

“SERVICE PROVIDER” is defined in the preamble.

“Services” is defined in Section 5.

“Sovereign Immunity” shall have the meaning established in Section 768.28, Florida Statutes, and other applicable and binding Florida law.

"State" is defined in the recitals.

"Subcontractor" is defined in Section 14.

"Task" is defined in Section 5.

"Term" is defined in Section 7.

"Third Party Claim" is defined in Section 16.

"TMDL" is defined in the recitals.

"Wilson" means C. Wilson Ranch, Inc.

"WRE" is defined in Section 18.

2. **Project.**

Exhibit A contains a concept map for the Project. The Parties agree that the Project is a "qualifying project", as defined in Section 255.065(1)(i), Florida Statutes.

3. **Project Property.**

The approximately 400 acres of property on which the Project will be constructed, operated, and maintained (the "Project Property") is described and depicted in Exhibit A.

4. **Project Value.**

The total value of this agreement is \$40,177,977 (the "Project Value"), as further described in Exhibit C.

5. **Delivery of Services.**

- a. SERVICE PROVIDER shall perform the services for the Project depicted on the concept map in Exhibit A and described in Exhibit B (collectively, the "Services") in accordance with the terms of this Agreement. The Parties may mutually agree in writing to amend Exhibit B from time to time. Material changes to Exhibit A or Exhibit B requested by COUNTY and agreed by SERVICE PROVIDER may result in changes to the Project Value and/or the project schedule described in Exhibit B (the "Project Schedule"). For approval and payment purposes, the Services have been divided into fourteen discrete, numbered tasks (collectively, the "Tasks" and, each individually, a "Task"), each of which is described in Exhibit B.
- b. Upon receipt of a written Notice to Proceed ("NTP") from COUNTY, SERVICE PROVIDER will perform the Tasks described in such NTP in accordance with the terms of this Agreement, including Exhibit B (*Statement of Work*). In no event shall work on a Task commence until COUNTY has issued an NTP to SERVICE PROVIDER with respect to such Task.

6. **Project Funding.**

- a. In coordination with COUNTY, SERVICE PROVIDER shall use its reasonable best efforts to secure State funding for Tasks 2-14 on behalf of COUNTY. Unless approved by COUNTY in writing, SERVICE PROVIDER shall not knowingly pursue any funding that contains requirements or conditions that conflict with any of the terms of this Agreement, including the Project description contained in Exhibit B.
- b. At COUNTY's written request, SERVICE PROVIDER shall serve as administrator or manager on behalf of COUNTY for grants and other funding pursued and/or obtained in connection with the Project and perform the administrative tasks (including the preparation of grant applications and other supporting documents) required (i) by the grantors and other funders or (ii) under State or Federal law; *provided that* COUNTY shall, upon the request of SERVICE PROVIDER and after sufficient review and approval of the requested documentation, sign or co-sign as the grantee, applicant or sponsor, as the case may be, all documentation related to the funding of the Project. Nothing contained herein shall be construed as (i) an authorization for SERVICE PROVIDER to sign or otherwise execute documents in the name of COUNTY; or (ii) a requirement of the COUNTY to sign grant applications or supporting documentation which it has not approved.
- c. Upon written request by COUNTY, SERVICE PROVIDER shall provide grantors or other funders of the Project with copies of each Project deliverable concurrently with the delivery of such Project deliverables to COUNTY.
- d. COUNTY shall take all lawful and reasonable actions, make all filings, and furnish all information reasonably requested by SERVICE PROVIDER in connection with the funding of the Project within a reasonable amount of time. SERVICE PROVIDER shall reimburse COUNTY for all reasonable out-of-pocket costs incurred by COUNTY in connection with such requested actions and filings; *provided that* COUNTY submits to SERVICE PROVIDER a written request for reimbursement within 30 days of COUNTY's receipt of an invoice for such costs. COUNTY shall use its reasonable best efforts to promote the Project and the Project's benefits throughout the Term of this Agreement.
- e. If COUNTY elects to pursue funding for the Project from sources beyond those under commitment at the Effective Date, COUNTY shall promptly notify SERVICE PROVIDER and furnish all information reasonably requested by SERVICE PROVIDER with respect to such funding. Unless approved in writing by SERVICE PROVIDER, COUNTY shall not accept or agree to accept any funding that contains requirements or conditions that (i) conflict with the terms of this Agreement, (ii) modify the scope of the Services or the Project,

as each are described in Exhibit B, or (iii) add any obligations for which SERVICE PROVIDER is responsible.

- f. The full faith and credit of COUNTY is not pledged to secure the financing of the Project.
- g. In no event shall the failure to secure State funding for Tasks 2-14 by the dates set forth in Section 12(b) be considered a breach of this Agreement by either Party.

7. Term.

- a. The term of this Agreement (the "Term") begins on the Effective Date and shall automatically expire on the day the Project Property is transferred to COUNTY pursuant to Section 7(b) of this Agreement (the "Expiration Date"), unless extended by the Parties or terminated sooner by mutual written consent of the Parties or as otherwise provided in Section 12 of this Agreement.
- b. SERVICE PROVIDER shall convey and transfer, at no further cost to COUNTY, fee simple title to the Project Property, as improved by the Project, by special warranty deed to COUNTY at the Property Closing, which shall occur no later than thirty (30) days following the final day of the Operation Period. SERVICE PROVIDER will execute all documentation reasonably requested by COUNTY to ensure that the Project Property is fully and legally transferred to COUNTY. Within 30 days of delivery of the Final Report (as defined in Exhibit B), SERVICE PROVIDER shall provide COUNTY with an updated Maintenance Plan (as defined in Exhibit B) that includes any maintenance items that will need to be performed by COUNTY in connection with the Project following the transfer of the Project Property. Notwithstanding any provision of this Agreement to the contrary, the transfer of the Project Property by SERVICE PROVIDER pursuant to this Section 7(b) is expressly contingent upon the receipt by SERVICE PROVIDER of all payments set forth on Exhibit C. The rights and obligations of the Parties set forth in this Section, and any right or obligations of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

8. Performance and Payment Bonds.

- a. SERVICE PROVIDER shall provide performance bond(s) guaranteeing its performance of this Agreement. In particular, on or prior to the Effective Date, SERVICE PROVIDER has provided COUNTY with an irrevocable, undated performance bond in the amount equal to \$1,500,000 to guarantee full and faithful performance of Task 1. COUNTY will return a fully executed and dated copy of such performance bond to SERVICE PROVIDER immediately following the Effective Date. Promptly following the issuance of each subsequent NTP, SERVICE PROVIDER shall deliver to COUNTY (i) separate

performance bond(s) in a form substantially similar to the performance bond for Task 1 in an amount equal to the Project Value of the Task(s) authorized by such NTP or (ii) a replacement performance bond in a form substantially similar to the performance bond for Task 1 in an amount equal to the Project Value then unpaid and outstanding with respect to all of the Tasks for which NTPs have been issued by COUNTY. Any changes to the form of performance bond shall be reviewed and approved by COUNTY prior to issuance; *provided that* such approval shall not be unreasonably withheld or delayed. The amount of the performance bond(s) may be evaluated on an annual basis and reduced to reflect work performed.

- b. SERVICE PROVIDER shall provide payment bond(s) to serve as security for the payment of all persons or entities performing labor and furnishing materials in connection with this Agreement. In particular, SERVICE PROVIDER agrees to ensure performance of, and payment to, Subcontractors by providing either a single payment or surety bond for all uncompleted Tasks for which an NTP has been issued or separate payment or surety bonds for each uncompleted Task for which an NTP has been issued. The amount of the payment or surety bond(s) may be evaluated on an annual basis and reduced to reflect work performed.
- c. The Parties expressly acknowledge and agree that, for the components of the Project which involve construction, performance and payment bonds are required and subject to the requirements of Section 255.05, Florida Statutes. The surety company shall be authorized to do business in the State as a surety, be rated "A+" or better as to management and "FSC XV" or better as to strength by Best's Insurance Guide or Surety, and be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The surety company shall have been in business and have a record of continuous operation for at least five years. The performance and payment bonds provided by SERVICE PROVIDER shall (i) contain the provisions required by Section 255.05, Florida Statutes, (ii) not be canceled or altered without at least thirty (30) calendar days prior notice to COUNTY, and (iii) be maintained in full force and effect at all times during the Term.
- d. To the extent a separate or replacement performance and/or payment bond is issued pursuant to Section 8(a) and/or 8(b), SERVICE PROVIDER shall record such performance and payment bond(s) in the public records of the appropriate county prior to commencing work on the newly authorized Task(s) and provide COUNTY with a certified copy of such recorded bond(s).
- e. Upon COUNTY's prior written consent, SERVICE PROVIDER may replace the performance and/or payment bonds with a different form of security instrument, such as a letter of credit or escrow account.

9. **Capital Equipment.**

- a. All Capital Equipment purchased with Project funds shall initially be owned by SERVICE PROVIDER, regardless of the source(s) of Project funding. The Construction Schedule of Values (as defined in Exhibit B) prepared by SERVICE PROVIDER in accordance with Exhibit B shall list the Capital Equipment that will be purchased with Project funds as well as the cost of such Capital Equipment. SERVICE PROVIDER shall allocate a percentage of the payments made by COUNTY with respect to Task 11 (*Construction*) towards the cost of the Capital Equipment. Each update of the Construction Schedule of Values shall indicate the amount of the cost that has been paid off to date.
- b. When SERVICE PROVIDER transfers the Project Property to COUNTY pursuant to Section 7(b), SERVICE PROVIDER will take all actions necessary to simultaneously transfer the Capital Equipment purchased with Project funds to COUNTY, at no additional cost to COUNTY.
- c. Notwithstanding anything to the contrary herein, the Capital Equipment transferred to, or purchased by, COUNTY pursuant to this Agreement will be transferred or sold, as the case may be, "as-is" "where-is" with no representations or warranties of any kind.

10. **Invoices and Payments.**

- a. COUNTY shall pay SERVICE PROVIDER for its performance of the Services in accordance with the Payment Schedule set forth in Exhibit C. As soon as a milestone, progress, or other type of payment becomes due and payable pursuant to the terms of this Agreement, including Exhibit C, SERVICE PROVIDER shall promptly submit an invoice to COUNTY for payment.
- b. While invoices will be submitted intermittently during much of the Project, they will be submitted monthly during the performance of Task 11 (*Construction*).
- c. Each invoice submitted by SERVICE PROVIDER shall include the Agreement number and purchase order number assigned to this Project by COUNTY and be delivered to the COUNTY Project Manager at the following address:

Polk County, a political subdivision of the State of Florida
Parks & Natural Resources Division
4177 Ben Durrance Road
Bartow, FL 33830.

Upon receipt, COUNTY will review each invoice and promptly notify SERVICE PROVIDER if any additional information and/or changes are required prior to approval and payment of the invoice. All invoices that meet the requirements set forth in Sections 11(a) and 11(b) will be paid within 45 days of receipt by COUNTY.

- d. All amounts required to be paid by COUNTY under this Agreement (i) shall be paid by wire transfer in accordance with instructions to be provided by SERVICE PROVIDER, in good and sufficient funds, or by other method reasonably acceptable to SERVICE PROVIDER, and (ii) once paid shall be deemed fully earned by SERVICE PROVIDER and non-refundable; *provided that* any overpayment made by COUNTY to SERVICE PROVIDER shall be deemed a mistake of fact, and SERVICE PROVIDER shall promptly repay such overpaid amount within ten (10) days after receipt of written notice of the same from COUNTY.
- e. COUNTY's payment obligations shall survive the expiration or early termination of this Agreement. Except for invoiced payments that COUNTY has successfully disputed, all late payments shall bear interest at the rate of 1.0% (one percent) per month per the requirements set forth in Section 218.74, Florida Statutes.
- f. COUNTY represents that it is exempt from payment of Federal, State, and local taxes, including, all sales, use, and excise taxes and any other similar taxes, duties, and charges of any kind imposed on any amounts payable by COUNTY hereunder. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, SERVICE PROVIDER's income, revenues, gross receipts, personnel or real or personal property or other assets.

11. Service Provider Administrative Requirements.

a. Invoices

All invoices must be in a form approved by the COUNTY Auditor. At SERVICE PROVIDER's request, the COUNTY Auditor will review a form of invoice provided by SERVICE PROVIDER and promptly approve or provide comments on such invoice. COUNTY may, at its expense, inspect, copy, and audit any books, records and documents of SERVICE PROVIDER that are relevant to COUNTY's calculation of the amounts that are due and payable under this Agreement. The audit rights stated in this Section 11(a) may also be exercised by the Polk County Clerk of Court, Department of Inspector General.

b. Supporting Documentation

Along with each invoice, SERVICE PROVIDER shall submit:

(i) a description of the Services performed during the invoice period;

(ii) the most recent Project Schedule with all work performed to date clearly

highlighted;

(iii) during construction, the Monthly Progress Report described in Exhibit B, which shall (A) include a detailed description of the SERVICE PROVIDER's Project Manager and construction contractor coordination activities, inspection reports performed by the EOR, and the estimated percent complete for all phases of construction as identified in the Construction Schedule of Values, (B) demonstrate and attest that construction is being completed on time and in compliance with the approved plans and specifications, and (C) certify that each Subcontractor has been paid by SERVICE PROVIDER in accordance with the terms of the subcontract between SERVICE PROVIDER and such Subcontractor.

(iv) a description and justification of any delays or deviations from the most recent Project Schedule and a plan to overcome the delays;

(v) a description of any anticipated problems and proposed solutions; and

(vi) a certification stating that each deliverable referenced in the invoice was completed as described in this Agreement.

- c. Upon COUNTY's reasonable request, SERVICE PROVIDER shall submit to COUNTY periodic filings of the appropriate financial statements (if any) that pertain to the Project.
- d. Upon request, SERVICE PROVIDER shall provide COUNTY with SERVICE PROVIDER's most recent unaudited balance sheet and income statement. Notwithstanding any provision of this Agreement to the contrary, SERVICE PROVIDER shall have no obligation under any provision of this Agreement to provide COUNTY or any third party (including the State) with audited financial statements.
- e. The following written documentation shall be submitted to COUNTY no later than 60 days after Task 11 (*Construction*) has been completed: (1) copies of field inspections, (2) the Construction Completion Certification letter described in Exhibit B, (3) a certified statement that all Subcontractors retained by SERVICE PROVIDER to provide construction-related services for the Project have been fully paid, (4) releases of liens documentation, and (5) Final Record Drawings that meet the Polk County Land Development Code; *provided that* SERVICE PROVIDER shall not be required to submit the certified statement referenced above in item (4) until 30 days after SERVICE PROVIDER has received payment for all Services performed under Task 11 (*Construction*). Upon receipt of all such documentation, COUNTY shall have 30 days to review and determine whether the submitted documentation is complete, and if not, request any additional documentation that is needed.

12. **Default and Termination.**

- a. *Termination for Material Default.* In the event that a Party (the “Defaulting Party”) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure and the Defaulting Party does not cure such breach within 60 days after receipt of written notice of such breach, then the other Party may terminate this Agreement, effective upon sending a Notice of Termination to the Defaulting Party. For the avoidance of doubt, the failure to meet the Project Outcomes (as defined in Exhibit B) will not be considered a breach of this Agreement so long as the SERVICE PROVIDER is working in good faith to implement the adaptive management measures necessary to ensure that the Project Outcomes will be met at the end of the Monitoring Period under the average annual conditions used to establish the benefit estimates.
- b. *Termination for Lack of Funding.* Either COUNTY or SERVICE PROVIDER may elect to terminate this Agreement upon sending a Notice of Termination to the other Party if State funding has not been secured (i) for Tasks 2-10 by July 1, 2026 or (ii) for Tasks 11-14 by July 1, 2029. Such termination for lack of funding shall not be considered a default hereunder by either Party.
- c. *Post-Termination Payments.* In the event that this Agreement is terminated pursuant to this Section 12, all liability of COUNTY to the SERVICE PROVIDER shall cease upon the payment by COUNTY of the full amount due and owing to SERVICE PROVIDER for all Services performed through the date of termination, less any amount permitted to be set off by COUNTY under Section 12(d)(i)(B).
- d. *Default by SERVICE PROVIDER; Effect of Termination.*
 - (i) Remedies. If SERVICE PROVIDER materially breaches this Agreement, then, subject to the cure period set forth above, COUNTY shall have the right, upon the delivery of a written notice to SERVICE PROVIDER, to (A) with or without terminating this Agreement, immediately call the outstanding performance bond(s); (B) with or without terminating this Agreement, set-off the monetary amount of any direct damages arising therefrom from the amounts due to SERVICE PROVIDER for Services performed hereunder; (C) following termination of this Agreement, receive the Project Property pursuant to Section 12(d)(ii), purchase the Project Property in accordance with the terms and conditions set forth in Section 12(d)(iii) and/or purchase the unpaid for Capital Equipment in accordance with the terms and conditions set forth in Section 12(d)(iv); and (D) following a breach of the terms set forth in Section 7(b), seek specific performance of SERVICE PROVIDER’s obligations under Section 7(b) without any requirement to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining such specific performance.

(ii) Transfer of Purchase Property. In the event that COUNTY delivers a Notice of Termination to SERVICE PROVIDER in accordance with Sections 12(a) or 12(b) following COUNTY's issuance of the NTP for Task 10, SERVICE PROVIDER shall convey and transfer, at no additional cost to COUNTY, fee simple title to the Project Property, as improved by the Project, by special warranty deed to COUNTY at the Property Closing. The Parties will use their best efforts to promptly prepare and execute all documentation and take all actions required to transfer the Project Property no later than thirty (30) days following receipt of the Notice of Termination. Notwithstanding any provision of this Agreement to the contrary, the transfer of the Project Property by SERVICE PROVIDER pursuant to this Section 12(d)(ii) is expressly contingent upon the payment by COUNTY of (x) all payments set forth on Exhibit C for Tasks 1-10 and (y) the full amount due and owing to SERVICE PROVIDER for all Services performed under Tasks 11-14 through the date of termination, less any amount permitted to be set off by COUNTY under Section 12(d)(i)(B).

(iii) Option to Purchase Project Property. In the event that COUNTY delivers a Notice of Termination to SERVICE PROVIDER in accordance with Sections 12(a) or 12(b) prior to COUNTY's issuance of the NTP for Task 10, COUNTY may elect to purchase the Project Property for the Property Purchase Price by providing SERVICE PROVIDER with written notice of such election (the "Election Notice") within 30 days of the delivery of such Notice of Termination by COUNTY. If an Election Notice is provided by COUNTY, such election shall be irrevocable without SERVICE PROVIDER's written consent, so long as all conditions of Closing as set forth herein, including, without limitation, SERVICE PROVIDER's representations and warranties set forth in Section 20, have been met. Following receipt of the Election Notice, the Parties will use their best efforts to promptly prepare and execute all documentation and take all actions required for the Property Closing. At the Property Closing, SERVICE PROVIDER shall convey and transfer fee simple title to the Project Property by special warranty deed to COUNTY in exchange for an amount equal to the Property Purchase Price. The special warranty deed will contain a deed restriction that runs with the land and prohibits any future owner (including COUNTY) from developing the Property in a manner that is materially inconsistent with the purpose of the Project; *provided that* such deed restriction shall not prohibit or otherwise restrict the use of the Project Property for Recreational Activities or the establishment or maintenance of facilities such as barns, offices, nature centers, exhibit spaces, restroom facilities, trailheads, trails, observation areas, and parking areas to support the COUNTY's management of the Project Property or the public's use of the Project Property for Recreational Activities. The Property Purchase Price shall be paid by wire transfer of immediately available funds at the Property Closing to the account designated in writing by SERVICE PROVIDER. Notwithstanding any provision of this Agreement to the contrary, the sale of the Project Property by SERVICE PROVIDER pursuant to this Section 12(d)(iii) is expressly contingent upon the payment by COUNTY of the full

amount due and owing to SERVICE PROVIDER for all Services performed through the date of termination, less any amount permitted to be set off by COUNTY under Section 12(d)(i)(B).

(iv) Capital Equipment. Following receipt of a Notice of Termination in accordance with Sections 12(a) or 12(b) following COUNTY's issuance of the NTP for Task 10, SERVICE PROVIDER will take all actions necessary to promptly transfer to COUNTY all Capital Equipment purchased with Project funds that has been fully paid for by COUNTY per the most recent Construction Schedule of Values. COUNTY may also elect to purchase all Capital Equipment purchased with Project funds that has not been fully paid for by COUNTY for an amount equal to the aggregate amount (the "Capital Equipment Purchase Price") that remains outstanding with respect to such Capital Equipment per the most recent Construction Schedule of Values. COUNTY may exercise its option to purchase the unpaid for Capital Equipment by providing SERVICE PROVIDER with written notice of such election within 30 days of the delivery of the Notice of Termination by COUNTY. If such written notice is provided by COUNTY, the election shall be irrevocable without SERVICE PROVIDER's written consent. Notwithstanding any provision of this Agreement to the contrary, the transfer of the purchased Capital Equipment by SERVICE PROVIDER is expressly contingent upon the payment by COUNTY of (A) the Capital Equipment Purchase Price and (B) the full amount due and owing to SERVICE PROVIDER for all Services performed through the date of termination, less any amount permitted to be set off by COUNTY under Section 12(d)(i)(B).

(v) Certain Material Defaults. Among other matters, any of the following shall constitute SERVICE PROVIDER's material default of this Agreement: (A) the appointment of a receiver to take possession of all or substantially all of the SERVICE PROVIDER's assets; (B) a general assignment by SERVICE PROVIDER for the benefit of creditors or any action taken by or suffered by SERVICE PROVIDER under any insolvency or bankruptcy act; (C); an assignment made in breach of Section 27(h) (*Assignment; Successor and Assigns*); (D) the conviction of SERVICE PROVIDER for a felony, (E) the submission of a false certification to COUNTY in breach of Section 27(m) (*Scrutinized Companies and Business Operations Certification; Termination*); (F) the conviction during the Term of SERVICE PROVIDER or any person or entity who controls the SERVICE PROVIDER of a "public entity crime" (as defined in Section 287.133, Florida Statutes) or the violation (determined by a State circuit court or federal district court) of federal or State laws prohibiting discrimination per Section 287.134, Florida Statutes, (G) the prohibition of SERVICE PROVIDER from performing work for or transacting business with Polk County pursuant to Section 287.133 or Section 287.134, Florida Statutes, (H) the employment or utilization of unauthorized aliens in violation of Section 274A of the Immigration and Naturalization Act (8 U.S.C. 1324a), and (I) the failure to transfer fee simple title to the Project Property free and clear of all Liens, other than Permitted Exceptions, to COUNTY in breach of Section 7(b),

Section 12(d)(ii), or Section 12(d)(iii), the failure to transfer fully paid for Capital Equipment to COUNTY in breach of Section 9(b) or Section 12(d)(iv), or the failure to transfer Project Documents to COUNTY in breach of Section 19(d).

(vi) Process. If COUNTY provides SERVICE PROVIDER with a Notice of Termination, then upon notification, the following procedures apply:

(A) SERVICE PROVIDER shall halt all work on the Project Property and shall not seek payment from COUNTY for any work performed after delivery of the Notice of Termination.

(B) The Project Property shall remain the property of SERVICE PROVIDER, unless the Project Property is transferred to COUNTY pursuant to Section 12(d)(ii) or COUNTY elects to exercise its option to purchase the Project Property in accordance with the terms and conditions set forth in Section 12(d)(iii).

e. Default by COUNTY:

Notwithstanding anything to the contrary herein, if COUNTY fails to pay any amount when due hereunder, and such failure or delay is not caused by or attributable to a delay in COUNTY's receipt of funding from the State or an event of Force Majeure: (a) and such failure continues for ten (10) business days after COUNTY's receipt of written notice of nonpayment; or (b) more than five (5) times during the Term, then SERVICE PROVIDER may:

- (1) retain all prior payments received as compensation for Services properly performed hereunder and take all actions necessary to receive all outstanding payments for Services properly performed hereunder,
- (2) cease providing any services under this Agreement (including the Services) unless and until such breach is cured to SERVICE PROVIDER's reasonable satisfaction, and
- (3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to COUNTY.

13. **Limited Warranty.**

- a. SERVICE PROVIDER warrants that it shall perform the Services in Exhibit B, in accordance with the terms and subject to the conditions set out in this Agreement:
 - (i) Using personnel of industry standard skill, experience, and qualifications; and
 - (ii) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

- b. SERVICE PROVIDER warrants that it shall operate the Project in accordance with the Operations Plan, Monitoring Plan, and Maintenance Plan, each as described in Exhibit B and approved by COUNTY.
- c. SERVICE PROVIDER MAKES NO WARRANTIES, EXCEPT FOR THAT PROVIDED IN THIS SECTION 13. ALL OTHER WARRANTIES, EXPRESSED AND IMPLIED, ARE EXPRESSLY DISCLAIMED.
- d. Following the end of the Monitoring Period, SERVICE PROVIDER shall have no liability arising from, or in connection with, the failure of the Project to meet the Project Outcomes, except with respect to (i) claims (if any) that have been initiated prior to the end of the Monitoring Period and (ii) losses or damages arising from fraud or willful neglect of SERVICE PROVIDER or anyone acting under the supervision of or upon the direction of SERVICE PROVIDER. Nothing stated herein shall be construed to relieve SERVICE PROVIDER of its maintenance obligations as provided in Section 19(f).

14. **Subcontractors.**

SERVICE PROVIDER shall be permitted, at its sole cost and expense, to enter into one or more agreements with third parties for the performance of all or any portion of the Services (each, a "Subcontractor"). SERVICE PROVIDER shall direct and supervise such Subcontractors consistent with SERVICE PROVIDER's obligations hereunder and shall be directly responsible for all work performed by such Subcontractors.

15. **Insurance.** From and after the Effective Date until this Agreement expires or is terminated, SERVICE PROVIDER shall maintain, on a primary basis and at its sole expense, the following insurance coverages, with the limits and endorsements described in this Section 15. The requirements contained in this Section 15, as well as COUNTY's review or acceptance of insurance maintained by SERVICE PROVIDER, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by SERVICE PROVIDER under this Agreement. All insurance shall be written with an insurer licensed to do business in the State and having an A. M. Best Rating of at least the "A" category and financial size category of "Class VIII".

- a. **Commercial General Liability.** SERVICE PROVIDER shall maintain Commercial General Liability at a limit of liability not less than \$2,000,000.00 Each Occurrence. The policy shall cover Product/Completed Operations, Contractual Liability and Cross Liability and shall not contain any endorsement(s) excluding nor limiting same other than a \$2,000,000 limit on primary coverage and a \$50,000,000 limit in aggregate on SERVICE PROVIDER's Completed Operations coverage.
- b. **Business Automobile Liability.** SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than \$2,000,000.00

Combined Single Limit. Coverage shall include liability for Owned, Non-Owned & Hired automobiles and shall be primary over any other available insurance.

- c. Pollution Liability. SERVICE PROVIDER shall maintain Pollution Liability at a minimum limit not less than \$2,000,000.00 Each Occurrence / \$4,000,000.00 Aggregate.
- d. Excess Liability. SERVICE PROVIDER shall maintain Excess Liability at a limit of liability not less than \$5,000,000.00 Each Occurrence / \$10,000,000.00 Aggregate. SERVICE PROVIDER shall include each required policy herein as an underlying policy on the Excess Liability. SERVICE PROVIDER shall endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Excess Liability provides coverage on a "True Following-Form" basis. Excess Liability may be satisfied by multiple layers of coverage.
- e. Workers' Compensation & Employers' Liability. SERVICE PROVIDER shall maintain Worker's Compensation Insurance & Employers' Liability in compliance with Chapter 440, Florida Statutes. SERVICE PROVIDER shall maintain Employer Liability Limits not less than \$1,000,000.00 Each Accident, \$1,000,000.00 Disease Each Employee, and \$1,000,000.00 Disease Policy Limit.
- f. Claims Made Coverage. For policies written on a "Claims-Made" basis, SERVICE PROVIDER shall maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement.
- g. Additional Insured and Waiver of Subrogation. "Polk County, a political subdivision of the State of Florida" shall be named as an additional insured with respect to all work being performed for COUNTY, the General Commercial Liability, Business Automobile Liability, Pollution Liability, and Excess Liability policies of insurance. The certificate holder must be "Polk County, a political subdivision of the State of Florida, 330 W. Church Street, Room 150, Bartow, Florida 33830". All policies shall contain a waiver of subrogation in favor of COUNTY.
- h. Certificates of Insurance. Prior to the Effective Date, SERVICE PROVIDER shall provide COUNTY Certificate(s) of Insurance evidencing that all coverages, limits, deductibles, self-insured retentions, and endorsements required by this Agreement are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) calendar day duty to notify due to cancellation, material change in coverage, or non-renewal of coverage. Each Certificate should state that "Polk County, a political subdivision of the State of Florida" is the holder of the Certificate. SERVICE PROVIDER shall deliver the Certificate(s) of Insurance to the following:

Original to: Polk County
Attention: Director, Risk Manager Division
Risk Management Division
P.O. Box 9005, Drawer AS06
1250 Golfview Drive
Bartow, Florida 33831-9005

And to: Polk County
Natural Resources Division
4177 Ben Durrance Road
Bartow, Florida 33831
Attention: Director

- i. Deductibles or Self-Insured Retention. SERVICE PROVIDER shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds \$100,000.00 for any of the foregoing required policies, COUNTY reserves the right, but not the obligation, to review and request a copy of SERVICE PROVIDER's most recent unaudited financial statements to determine the reasonability of the retention levels, based on the financial capacity of SERVICE PROVIDER.

16. Indemnification.

- a. SERVICE PROVIDER hereby covenants and agrees to fully defend, indemnify, and hold harmless COUNTY from and against any and all liabilities, costs, expenses (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees whether incurred in court, arbitration, appellate, post-judgment, bankruptcy, or other proceedings), orders, judgments, decrees, damages, or losses ("Damages") that COUNTY may incur in connection with any claim, suit, or cause of action by any third party caused in whole or in part by, arising out of, or resulting from (a) a breach by SERVICE PROVIDER of any of its obligations under this Agreement, (b) willful misconduct of SERVICE PROVIDER or any Subcontractor, or (c) a negligent act or omission of SERVICE PROVIDER or any Subcontractor. Notwithstanding any provision to the contrary, SERVICE PROVIDER's indemnification obligations do not extend to Damages to the extent caused by any negligence, recklessness, or willful misconduct on the part of COUNTY. SERVICE PROVIDER acknowledges that twenty five dollars (\$25.00) paid by COUNTY from the moneys payable to SERVICE PROVIDER is separate and distinct consideration for the giving of this indemnity and hold harmless, and SERVICE PROVIDER acknowledges and agrees COUNTY would not enter into this Agreement without this indemnification of COUNTY by SERVICE

PROVIDER, and that COUNTY's entering into this Agreement, in addition to the foregoing, shall constitute good and sufficient consideration. This indemnity and hold harmless obligation requirement does not limit any additional compensation available from insurance, bonding, or equitable and legal remedies available under this Agreement; *provided that* COUNTY's right to indemnification pursuant to this Section 16 shall be reduced by all proceeds actually received by COUNTY from, under, or pursuant to (i) any insurance policy maintained by SERVICE PROVIDER pursuant to the requirements of Section 15 and/or (ii) the performance and payment bonds maintained pursuant to the requirements of Section 8, and COUNTY shall reimburse SERVICE CONTRACTOR for any proceeds subsequently received from such insurance policies, performance bonds, or payment bonds, to the extent that SERVICE PROVIDER would not have otherwise owed COUNTY if such proceeds were available when SERVICE PROVIDER originally indemnified COUNTY.

- b. COUNTY agrees to give prompt notice in writing to SERVICE PROVIDER of the assertion of any claim or the commencement of any claim, suit, cause of action, or proceeding by any third party ("Third Party Claim") in respect of which indemnity may be sought under this Section 16. Such notice shall set forth in reasonable detail such Third Party Claim and the basis for indemnification (taking into account the information then available to COUNTY). The failure to so notify SERVICE PROVIDER shall not relieve SERVICE PROVIDER of its obligations hereunder, except to the extent such failure shall have adversely prejudiced SERVICE PROVIDER.
- c. SERVICE PROVIDER shall be entitled to participate in the defense of any Third Party Claim and, subject to the limitations set forth in this Section 16, shall be entitled to control and appoint lead counsel for such defense, in each case at its own expense, subject to COUNTY's approval of such appointment, which shall not be unreasonably withheld.
- d. If SERVICE PROVIDER shall assume the control of the defense of any Third Party Claim in accordance with the provisions of this Section 16, (i) SERVICE PROVIDER shall obtain the prior written consent of COUNTY (which shall not be unreasonably withheld) before entering into any settlement of such Third Party Claim and (ii) COUNTY shall be entitled to participate in the defense of any Third Party Claim and to employ separate counsel of its choice for such purpose. The fees and expenses of such separate counsel shall be paid by COUNTY.
- e. Each Party shall cooperate, and cause their respective affiliates to cooperate, in the defense or prosecution of any Third Party Claim and shall furnish or cause to be furnished such records, information and testimony, and attend such

conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- f. This indemnity and hold harmless obligation shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.
- g. For the purpose of this Section 16, the “COUNTY” shall be deemed to include the COUNTY Commissioners and the COUNTY’s officers, agents, employees, and affiliates, and the “SERVICE PROVIDER” shall be deemed to include Subcontractors, sub-Subcontractors of any tier, and their respective officers, agents, employees, and affiliates.

17. **Sovereign Immunity.**

The Sovereign Immunity of COUNTY is not waived with respect to participation in, or approval of, any part of the Project or its operation, including, but not limited to, interconnection of the Project with any other infrastructure or project. COUNTY has Sovereign Immunity with respect to design, construction, and operation of the Project. Without limiting the generality of the foregoing, nothing stated in this Agreement shall serve as a waiver of COUNTY’s rights of Sovereign Immunity or an increase of the liability limits set forth in Section 768.28, Florida Statutes or otherwise be construed in any way to affect COUNTY’s rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes, as amended from time to time.

18. **COUNTY’s Obligations.**

a. COUNTY shall:

- (1) Promptly review each Project deliverable (including the Operations Plan, Monitoring Plan, and Maintenance Plan) submitted by SERVICE PROVIDER to COUNTY or its representatives to verify compliance with the terms of this Agreement, including Exhibit B. Within 30 days of receipt by COUNTY or its representative, COUNTY shall provide SERVICE PROVIDER with approval of such Project deliverable or questions and/or comments that are consistent with the scope of the Project set forth on Exhibit B; *provided that* the Signed and Sealed Design Package described in Exhibit B shall not be subject to the review period or require COUNTY approval. COUNTY may delegate review of the Project deliverables to a water resources engineer (“WRE”) contracted by COUNTY at its expense. The WRE must be approved in writing by SERVICE PROVIDER (such approval not to be unreasonably withheld) and have experience commensurate with the Project, including experience performing hydrologic and water quality monitoring of surface water at the landscape scale and/or in connection

with restoration projects within the region. Notwithstanding any provision of this Agreement to the contrary, if neither COUNTY nor the WRE provides approval, questions, and/or comments with respect to a Project deliverable within 30 days of its submittal, such Project deliverable shall be deemed approved by COUNTY for purposes of this Agreement.

- (2) Review the design for the Project, as required under Section 255.065(7)(a)2, Florida Statutes. If the design conforms to the standards established in Exhibit B, the design for the Project will be approved by COUNTY within a reasonable amount of time following receipt, which in no event shall be longer than 30 days.
 - (3) Respond promptly to requests from SERVICE PROVIDER for instructions, information, or approvals required by SERVICE PROVIDER to provide the Services under this Agreement.
 - (4) Promptly issue NTPs for all Tasks for which State funding has been appropriated and a corresponding grant agreement between the COUNTY and the State or any department, agency, subdivision or other government or quasi-governmental instrumentality of the State has been fully executed; *provided that* COUNTY has no obligation to issue NTPs for Tasks 10-14 prior to (x) COUNTY's approval of the Project design in accordance with Section 18(a)(2) above and (y) COUNTY's receipt of the Quality Control Plan defined and described in Exhibit B. Subject to Section 8(d), following issuance of the Task 10 NTP, mobilization will commence as soon as SERVICE PROVIDER has received the required permits.
 - (5) Promptly provide SERVICE PROVIDER with any data independently collected by COUNTY or its representatives in connection with the Project, including data collected to monitor the status of the Services and/or verify that the Project has met the Project Outcomes or is on track to meet the Project Outcomes.
- b. This Agreement does not provide SERVICE PROVIDER access to any COUNTY property, equipment, or services.
 - c. Prior to the transfer of the Project Property to COUNTY pursuant to Section 7(b), COUNTY has no responsibilities over the Project or the Project Property, other than as described in this Agreement.
 - d. The transfer of the Project Property to COUNTY pursuant to Section 7(b), Section 12(d)(ii), or Section 12(d)(iii) does not obligate COUNTY to pay any obligation of SERVICE PROVIDER incurred with respect to the Project Property prior to such transfer, unless otherwise agreed by the Parties. After the transfer of the Project

Property to COUNTY, COUNTY shall be responsible for all Project costs.

- e. COUNTY represents and warrants to SERVICE PROVIDER that the right of way commonly referred to as the Bartow Northern Connector is a public right of way and that SERVICE PROVIDER does not need any permit or easement to use the Bartow Northern Connector for pedestrian and vehicular ingress and egress between Hwy 17N and the Project Property. Unless required under applicable law, COUNTY shall take no action to interfere with SERVICE PROVIDER's use of the Bartow Northern Connector to access the Project Property. In the event that clearing or other improvements are required to permit such ingress and egress and such improvements require COUNTY permits, COUNTY shall promptly issue the required permits following receipt of SERVICE PROVIDER's completed permit application.
- f. COUNTY shall provide support and take all actions reasonably requested by SERVICE PROVIDER in connection with all access easements requested by SERVICE PROVIDER from third parties, including the State, in connection with the Project, and SERVICE PROVIDER shall reimburse COUNTY for all reasonable out-of-pocket costs incurred by COUNTY in connection with such requested support and actions; *provided that* COUNTY submit to SERVICE PROVIDER a written request for reimbursement within 30 days of COUNTY's receipt of an invoice for such costs..
- g. Prior to or at Property Closing, COUNTY shall provide SERVICE PROVIDER with written certification stating that the purchase of the Project Property complies with all laws, ordinances, codes, rules, orders, regulations, and requirements of any governmental authority applicable to such purchase.
- h. COUNTY shall be solely responsible for monitoring and maintaining the Project and the Project Property following the end of the Operation Period. SERVICE PROVIDER shall have no obligations with respect to the long-term monitoring and maintenance of the Project and shall have no liability arising from, or in connection with, COUNTY's failure to monitor and/or maintain the Project following the end of the Operation Period.

19. **Service Provider's Responsibility.**

a. **Access**

(1) Upon delivery of email or written notice, at least 24 hours in advance, SERVICE PROVIDER shall provide escorted access to COUNTY Commissioners, COUNTY employees, or representatives of entities sponsoring the development of the Project for the purpose of inspection, monitoring and ensuring the Project deliverables pursuant to this Agreement are met.

(2) There shall be no general public access to the Project Property.

(3) Subject to Sections 18(e) and 18(f), SERVICE PROVIDER will be responsible for obtaining all easements over private streets or private property for such ingress to, and egress from, the Project Property as is necessary for SERVICE PROVIDER to complete the Services.

b. Project Information

SERVICE PROVIDER shall respond promptly to reasonable requests, comments, and questions received from COUNTY regarding the Project and Project deliverables; *provided that* SERVICE PROVIDER may continue to move forward with its performance of the Services while preparing its response to COUNTY, whether such requests, comments, and questions are received in connection with COUNTY's review of a Project deliverable or otherwise. In particular, subject to Section 11(d), SERVICE PROVIDER shall comply with all reporting requirements (including construction and financial information) set forth in State funding agreements for the Project and shall, upon request, provide a certified statement that each Subcontractor has been paid by SERVICE PROVIDER in accordance with the terms of the subcontract between SERVICE PROVIDER and such Subcontractor.

c. Permits

SERVICE PROVIDER will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to obtain the permits required under applicable law to implement the Project. During the Term of this Agreement, SERVICE PROVIDER will comply in all material respects with the terms and requirements of such permits, including the Environmental Resource Permit issued by the Southwest Florida Water Management District in connection with the Project.

d. Project Documents

SERVICE PROVIDER will use its reasonable best efforts to transfer any and all plans, designs, drawings, CAD files, studies, analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Project or this Agreement and paid for using funds provided by COUNTY hereunder (collectively, the "Project Documents") prior to or at Property Closing. Any Project Documents not transferred prior to or at Property Closing will be transferred to COUNTY by SERVICE PROVIDER as soon as possible after Property Closing. SERVICE PROVIDER shall not be liable for any damages, injury, or costs associated with COUNTY's use or distribution of the Project Documents once transferred to COUNTY.

e. Monitoring Period: Compliance, Monitoring, and Reassessment

During the Monitoring Period, SERVICE PROVIDER will monitor the Project to ensure that it achieves the Project Outcomes. The monitoring data will be included in the quarterly reports submitted to COUNTY as part of Task 13.B (*Quarterly Reporting*). During the Monitoring Period, if the Project is not progressing to meet one or more Project Outcomes as described in Task 13.E of Exhibit B, SERVICE PROVIDER shall prepare and submit an adaptive monitoring and management plan to COUNTY. After 10 years of monitoring, if the monitoring data indicates that the Project is not meeting the Project Outcomes, SERVICE PROVIDER will be responsible for demonstrating within 180 days that it is working in good faith to implement the adaptive management measures necessary for the Project to meet the Project Outcomes. COUNTY shall be notified if any proposed adaptive management measures affect any permits issued for the Project, operations, or typical maintenance activities. COUNTY shall not be responsible for compensating SERVICE PROVIDER for any changes resulting from, or adaptive management measures required by, a permit modification sought by SERVICE PROVIDER after the Monitoring Commencement Date to ensure that the Project Outcomes are met. Notwithstanding any provision of this Agreement to the contrary, changes or modifications to the completed and/or authorized permits, means and methods proposed by SERVICE PROVIDER, Operations Plan, Maintenance Plan, or Monitoring Plan requested by COUNTY and agreed by SERVICE PROVIDER prior to the transfer of the Project Property to COUNTY will require SERVICE PROVIDER to be compensated by COUNTY for any additional costs incurred as a result of, or in connection with, such changes or modifications; *provided that* such changes or modifications are not required to meet the Project Outcomes.

f. Maintenance Period

During the Maintenance Period, SERVICE PROVIDER will inspect and maintain the Project Property in accordance with the Maintenance Plan (as described in Exhibit B); *provided that* SERVICE PROVIDER shall not be responsible for meeting any performance measures, Project Outcomes, or other success criteria during the Maintenance Period. Service Provider's activities during the Maintenance Period shall include regularly scheduled inspections, maintenance of Project components, stabilization of exposed areas to prevent soil erosion, and removal of nuisance/exotic vegetation. During the Maintenance Period, SERVICE PROVIDER will provide COUNTY with an annual certification statement as part of Task 13.D, which will, among other things, indicate that the Project was operated and maintained consistent with the approved plans and permits during the previous operational year and continues to operate as designed.

g. Termination of Service Provider's Responsibilities

Following the Property Closing, SERVICE PROVIDER shall have no obligations with respect to the Project, other than as set forth in Sections 7(b) and 19(d).

h. Termination of Lease Agreement

Prior to the Monitoring Commencement Date, SERVICE PROVIDER will take all actions necessary to terminate the Lease Agreement and shall provide COUNTY with evidence of such termination.

20. Representations and Warranties of SERVICE PROVIDER. As a material inducement for COUNTY to enter into this Agreement, SERVICE PROVIDER represents and warrants to COUNTY as follows:

- a. As of the Effective Date and the Property Closing, SERVICE PROVIDER is vested with good and marketable fee simple title to the Project Property free and clear of all Liens, other than Permitted Exceptions.
- b. SERVICE PROVIDER has full power and authority and is duly authorized to enter into this Agreement and to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder. Neither this Agreement, nor SERVICE PROVIDER's observance of its obligations hereunder, contravene any provision of law, trust, indenture, or agreement binding SERVICE PROVIDER, and when executed the instruments required from SERVICE PROVIDER hereunder shall constitute valid and binding obligations of SERVICE PROVIDER in accordance with their terms.
- c. As of the Effective Date, SERVICE PROVIDER has not received any notice from any governmental authority claiming a violation of law, ordinance, code, rule, order, regulation, or requirement of any governmental authority with respect to the Project Property that has not been fully and completely resolved to the satisfaction of such authority. SERVICE PROVIDER shall use its reasonable best efforts to cure prior to the Property Closing any such violation notice which is issued between the Effective Date and the Property Closing.
- d. SERVICE PROVIDER has not received any notice that the Project Property, or any portion thereof, is or will be subject to any condemnation, eminent domain, or similar proceeding, and, to SERVICE PROVIDER's Knowledge, there is no such proceeding threatened.
- e. To SERVICE PROVIDER's Knowledge, there are no hazardous or toxic substances, materials, or waste of any kind which is regulated by any environmental law (referred to hereinafter collectively as "Hazardous Materials") located on, in, or under any portion of the Project Property, nor, to SERVICE PROVIDER's Knowledge, have any Hazardous Materials been treated, stored, or disposed on, in, or under any portion of the Project Property. To SERVICE PROVIDER's Knowledge, there are no Hazardous Material

storage tanks located on the Project Property, either above or below ground.

- f. Except for the ROFR and the easement and other agreements listed on Exhibit A, SERVICE PROVIDER has not entered into any leases, licenses, contracts, agreements, or permits regarding the use of the Project Property or any portion thereof. Except for Wilson under the Lease Agreement, there is no tenant or other occupant of the Property having any right or claim to possession or use of the Project Property pursuant to an agreement with SERVICE PROVIDER, whether written or otherwise. At the Property Closing, SERVICE PROVIDER shall deliver possession of the Project Property to COUNTY free of rights or claims of any tenants, occupants, or parties in possession other than, if the Monitoring Commencement Date has not occurred, Wilson under the Lease Agreement.
- g. There are no suits, actions, or proceedings pending or, to SERVICE PROVIDER's Knowledge, threatened against or affecting the Project Property.
- h. All expenses accrued by SERVICE PROVIDER prior to the Property Closing as a result of its ownership of the Project Property shall be paid by SERVICE PROVIDER at or prior to the Property Closing.
- i. SERVICE PROVIDER has not been found liable in a State circuit court or federal court of violating any State or federal law prohibiting discrimination based on race, gender, national origin, disability, or religion within the last five years and, to SERVICE PROVIDER's Knowledge, is not on the "discriminatory vendor list" maintained by the Florida Department of Management Services per the requirements of Section 287.134, Florida Statutes.
- j. SERVICE PROVIDER has not been convicted of a public entity crime (as defined in Section 287.133, Florida Statutes) in any federal or State trial court within the last five years, and, to SERVICE PROVIDER's Knowledge, is not on the "convicted vendor list" maintained by the Florida Department of Management Services per the requirements of Section 287.133, Florida Statutes. If during the Term, SERVICE PROVIDER or any person or entity who controls the SERVICE PROVIDER is convicted of a public entity crime, or is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with Polk County pursuant to Section 287.133 or Section 287.134, Florida Statutes, then upon the occurrence of any of the foregoing, SERVICE PROVIDER shall be in material default of this Agreement and subject to the COUNTY's rights and remedies stated herein.
- k. From and after the Effective Date until the Property Closing, SERVICE PROVIDER shall not: (i) commit or permit to be committed any material waste to the Property or the Project; (ii) enter into any agreement or instrument or take

any action which would cause or constitute a lien or other encumbrance on the Property, or which would be outside the normal scope of maintaining and operating the Property, without the prior written consent of COUNTY. For purposes of this Section 20(k), “waste” means a failure by SERVICE PROVIDER to keep the Project and the Project Property in good repair that materially reduces the value of the Project or the Project Property.

- l. To SERVICE PROVIDER’s Knowledge, there are no changes contemplated in any applicable State laws, ordinances, or restrictions, or any judicial or State administrative action, or any action by adjacent landowners (other than COUNTY) that would have a material adverse effect upon the Property or its use for the Project.
- m. To SERVICE PROVIDER’s Knowledge, there is no significant adverse condition relating to the Property that would have a material adverse effect upon the Property or its use for the Project other than conditions SERVICE PROVIDER has specifically disclosed in writing to COUNTY.

SERVICE PROVIDER expressly agrees that all the foregoing representations and warranties are true, correct, and complete as of the Effective Date. All representations and warranties made by SERVICE PROVIDER in connection with the Property Closing shall be true, correct, and complete in all material respects at the Property Closing and shall survive the Property Closing for a period of six months. If any representation or warranty is found to be materially untrue on or before the Property Closing, or if SERVICE PROVIDER shall not have performed in all material respects all of its obligations hereunder required to be performed by it on or prior to the Property Closing, SERVICE PROVIDER may elect to unilaterally delay the Property Closing for 30 days. If after expiration of the 30-day period, SERVICE PROVIDER cannot timely fulfill its obligations, then COUNTY may pursue the remedies described in Section 12 herein, including, without limitation, calling the performance bond.

21. **Taxes.**

SERVICE PROVIDER shall be solely responsible for paying any property taxes incurred on the Project Property during the Term and for obtaining any necessary exemptions related to the Project Property. COUNTY shall be solely responsible for paying all property taxes incurred on the Project Property on or after the date of the Property Closing.

22. **Compatible Uses.**

During the Term of this Agreement, any anthropogenic activities within the Project Property that add a nutrient load are strictly prohibited. Notwithstanding any provision of this Agreement to the contrary, SERVICE PROVIDER shall retain the right to permit restricted access to the Project Property in order to generate additional revenue through compatible uses such as native plant harvesting, alligator egg harvesting, and all forms of eco-tourism, including guided tours and

fishing.

23. **Intellectual Property.**

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to COUNTY under this Agreement or prepared by or on behalf of SERVICE PROVIDER in the course of performing the Services shall be owned by SERVICE PROVIDER. SERVICE PROVIDER hereby grants COUNTY a license to use all Intellectual Property Rights in the Tasks free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sub-licensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable COUNTY to make reasonable use of the Tasks and the Services at the completion of the Project.

24. **Limitation of Liability.**

- a. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b. EACH PARTY EXPRESSLY AGREES THAT THE OFFICERS, DIRECTORS, BOARD MEMBERS, AFFILIATES, SHAREHOLDERS, AND EMPLOYEES OF ANY DEFAULTING OR BREACHING PARTY HEREUNDER ARE NOT LIABLE, IN THEIR INDIVIDUAL CAPACITY, FOR ANY COSTS, EXPENSES, LOSSES, OR DAMAGES ARISING FROM SUCH PARTY'S BREACH OR DEFAULT UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

25. **Project Manager.**

Within two weeks of the Effective Date, each Party shall provide the other Party with

the name, telephone number, and email address of its project manager (each, a "Project Manager"). Each Party will promptly notify the other Party of any changes in such contact information.

26. Memorandum of Agreement.

Immediately following the Effective Date, SERVICE PROVIDER and COUNTY will execute the MOA and have it notarized. Once executed and notarized by both Parties, SERVICE PROVIDER will promptly record the MOA in the public records of Polk County, Florida.

27. Miscellaneous.

- a. *Force Majeure.* If an event of Force Majeure occurs and it prevents or delays the performance by a Party of its obligations under this Agreement, the Party affected shall be temporarily excused from the timely performance of such obligations. "Force Majeure" is defined as any event which is beyond the reasonable control of the nonperforming Party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, other weather events, epidemic, war, riot, strikes, civil disturbance, sabotage, shortages of labor and materials, delays caused by the other Party or any third party, the migration of endangered species onto the Project Property, discovery of environmental contamination or other adverse site conditions and governmental actions, including delays in permitting or approvals from any governing bodies not caused by or attributable to the negligence of the Party claiming an event of Force Majeure. Neither Party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing Party should have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an event of Force Majeure, the non-performing Party shall deliver written notice to the other Party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing Party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing Party's obligations, so far as those obligations are affected by the event of Force Majeure, shall be temporarily suspended during the continuance of the event of Force Majeure and for a reasonable time thereafter. If excused from performing any obligations under this Agreement due to the occurrence of an event of Force Majeure, the non-performing Party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing Party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of

its obligations under this Agreement.

If an event of Force Majeure occurs during the Maintenance Period, SERVICE PROVIDER shall, without any additional consideration, (i) take all actions required under the SWFWMD Environmental Resource Permit to repair damage to the Project and Project Property caused by, or resulting from, such event of Force Majeure, (ii) if insurance proceeds are received by SERVICE PROVIDER as a result of damage to the Project or Project Property, either, at SERVICE PROVIDER's sole discretion, use such proceeds to repair the damage to the Project and Project Property or assign such proceeds to COUNTY, and (iii) upon COUNTY's request, use its reasonable best efforts in coordination with COUNTY to secure State or federal funding to repair the Project and/or Project Property. Except as set forth in the preceding sentence, SERVICE PROVIDER shall have no obligation to repair, or to fund the repair of, any damage to the Project or the Project Property caused by, or resulting from, an event of Force Majeure that occurs during the Maintenance Period.

- b. *Amendments.* This Agreement may not be changed, amended, or modified except by an instrument in writing signed by all Parties.
- c. *Governing Law.* This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be the courts of the Tenth Judicial Circuit, Polk County, Florida. Each party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.
- d. *Counterparts; Execution.* This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties each represent that the person signing this Agreement is duly authorized to sign this Agreement.
- e. *Notices.* All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth on their signature pages hereto (or to such other address that the receiving Party may designate from time to time in accordance with this Section 27(e)). Unless otherwise agreed herein, all notices must be delivered by (i) personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid) or (ii) by electronic mail addressed to the electronic mail address set forth on the signature page hereto for the Party to be

notified with a confirmation copy delivered by another method permitted under this paragraph. Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements hereof.

- f. *Severability; Waiver; Entire Agreement.* If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. This Agreement (including any schedule, exhibits or amendments) embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the Project.
- g. *Third Party Beneficiaries.* This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- h. *Assignment; Successors and Assigns.* This Agreement shall be binding upon the Parties and their respective successors and assigns; however, this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. The foregoing restriction shall not be deemed to prohibit the assignment or transfer of this Agreement by either Party to any third party that controls, is controlled by, or is under common control with, the assigning Party as long as the assignee agrees to assume all obligations of the assigning Party hereunder.
- i. *Relationship of the Parties.* The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

- j. *Compliance with Laws and Regulations.* In their performance pursuant to this Agreement, each Party shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of its performance, including those now in effect and hereafter adopted. Any material violation of this Section 27(j) shall constitute a material breach of this Agreement.
- k. *Annual Appropriations.* SERVICE PROVIDER acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. COUNTY may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, COUNTY's performance and obligation to pay SERVICE PROVIDER under this Agreement is contingent upon annual appropriations being made for that purpose.
- l. *Public Records Law.*
 - (i) SERVICE PROVIDER acknowledges COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. SERVICE PROVIDER further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, SERVICE PROVIDER shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
 - (ii) Without in any manner limiting the generality of the foregoing, to the extent applicable, SERVICE PROVIDER acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - A. keep and maintain public records required by COUNTY to perform the services required under this Agreement;
 - B. upon request from COUNTY's Custodian of Public Records or his/her designee, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

C. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if SERVICE PROVIDER does not transfer the records to COUNTY; and

D. upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of SERVICE PROVIDER or keep and maintain public records required by COUNTY to perform the service. If SERVICE PROVIDER transfers all public records to COUNTY upon completion of this Agreement, SERVICE PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SERVICE PROVIDER keeps and maintains public records upon completion of this Agreement, SERVICE PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY.

(iii) IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

m. *Scrutinized Companies and Business Operations Certification; Termination.*

(i) Certification(s).

A. By its execution of this Agreement, SERVICE PROVIDER hereby certifies to COUNTY that SERVICE PROVIDER is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is SERVICE PROVIDER

engaged in a boycott of Israel, nor was SERVICE PROVIDER on such Boycott Israel List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to COUNTY with respect to this Agreement.

B. Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then SERVICE PROVIDER further certifies to COUNTY as follows:

- SERVICE PROVIDER is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
- SERVICE PROVIDER is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
- SERVICE PROVIDER is not engaged in business operations (as that term is defined in Section 287.135, Florida Statutes) in Cuba or Syria; and
- SERVICE PROVIDER was not on any of the lists referenced in this Section 27(m)(i)(B), nor engaged in business operations in Cuba or Syria when it submitted its proposal to COUNTY concerning the subject of this Agreement.

C. SERVICE PROVIDER hereby acknowledges that it is fully aware of the penalties that may be imposed upon SERVICE PROVIDER for submitting a false certification to COUNTY regarding the foregoing matters.

(ii) Termination. In addition to any other termination rights stated herein, COUNTY may immediately terminate this Agreement upon the occurrence of any of the following events:

A. SERVICE PROVIDER is found to have submitted a false certification to COUNTY with respect to any of the matters set forth in Section 27(m)(i)(A) above, or SERVICE PROVIDER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

B. SERVICE PROVIDER is found to have submitted a false

certification to COUNTY with respect to any of the matters set forth in Section 27(m)(i)(B) above, or SERVICE PROVIDER is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

- n. *Non-Discrimination.* SERVICE PROVIDER shall not discriminate against any employee or applicant for employment for work under this Agreement because of handicap, race, color, religion, sex, age, or national origin and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by SERVICE PROVIDER without regard to race, color, religion, sex, age or national origin. This provision shall include the following: employment upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
- o. *Unauthorized Aliens.* SERVICE PROVIDER shall not knowingly employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement.
- p. *Employment Eligibility Verification (E-Verify).*

(1) Unless otherwise defined herein, terms used in this Section 27(p) which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

(2) Pursuant to Section 448.095(5), Florida Statutes, SERVICE PROVIDER, and any Subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of SERVICE PROVIDER or Subcontractor. SERVICE PROVIDER acknowledges and agrees that (i) COUNTY and SERVICE PROVIDER may not enter into this Agreement, and SERVICE PROVIDER may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Section 27(p) and Section 448.095, Florida Statutes, is an express condition of this Agreement, and COUNTY may treat a failure to comply as a material breach of this Agreement.

(3) By entering into this Agreement, SERVICE PROVIDER becomes

obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. SERVICE PROVIDER shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a Subcontractor knowingly violates the statute or Section 448.09(1), Florida Statutes, the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Florida Statutes, such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Florida Statutes, by SERVICE PROVIDER, SERVICE PROVIDER may not be awarded a public contract for a period of 1 year after the date of termination. SERVICE PROVIDER shall be liable for any additional costs incurred by COUNTY as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, COUNTY and SERVICE PROVIDER have executed this Agreement effective as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: Alison Holland
Deputy Clerk

By: George Lindsey III
George Lindsey III, Chair
Board of County Commissioners

Date Signed By Chair 10/17/23

Reviewed as to form and legal sufficiency:

Sarah B. H.
County Attorney's Office



Polk County Address:

Polk County
4177 Ben Durrance Road
Bartow, Florida 33831
Attn: Tabitha Biehl
Email: tabithabiehl@polk-county.net

SERVICE PROVIDER:

HGS, LLC,
dba RES Environmental Operating Company

By: Donald Seaborn

Name: Donald Seaborn

Title: Chief Growth Officer

HGS, LLC Address:

c/o Resource Environmental Solutions, LLC
6575 West Loop South, Suite 300
Bellaire, Texas 77401
Attn: Legal Department
Email: scolomb@res.us

A-1 Wilson Ranch Project Area Map

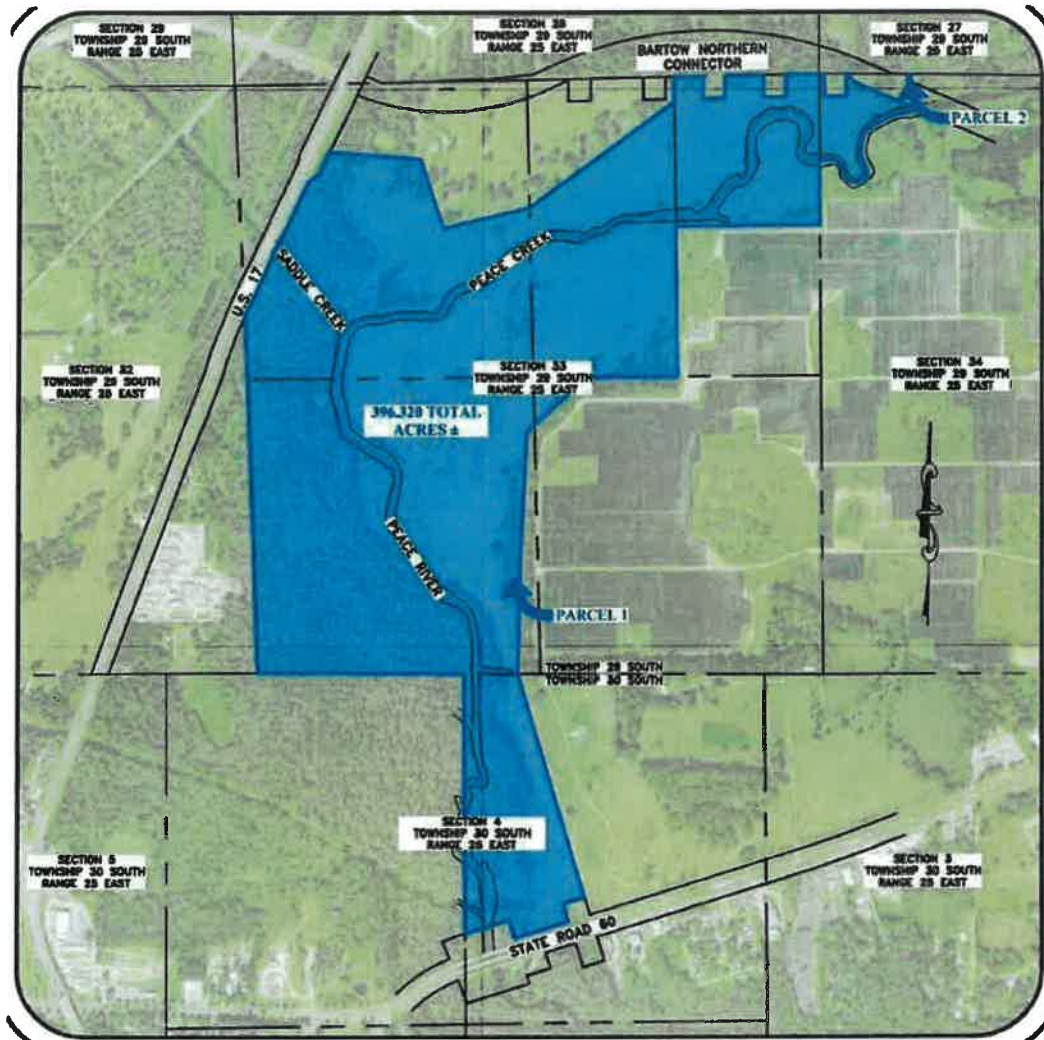


Exhibit A
PROJECT AREA DESCRIPTION AND CONCEPT MAP

A-2 Legal Description

PARCEL 1

A PARCEL OF LAND, LOCATED IN SECTION 33 AND 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST AND SECTION 4, TOWNSHIP 30 SOUTH,

RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 33, A

DISTANCE OF 50.01 FEET TO THE NORTHWEST CORNER OF THE FIFTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT

PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 200.02 FEET TO THE SOUTHWEST CORNER OF

SAID PARCEL;

THENCE SOUTH 89°32'22" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.02 FEET TO THE SOUTHEAST CORNER OF

SAID PARCEL;

THENCE NORTH 0°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 200.02 FEET TO A POINT ON THE NORTH LINE OF

SAID SECTION 34 SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BARTOW NORTHERN CONNECTOR;

THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE

1) THENCE SOUTH 44°38'48" EAST, A DISTANCE OF 107.19 FEET;

2) THENCE SOUTH 66°46'00" EAST, A DISTANCE OF 300.34 FEET;

3) THENCE SOUTH 0°22'59" EAST, A DISTANCE OF 8.20 FEET;

4) THENCE SOUTH 89°31'45" EAST, A DISTANCE OF 19.42 FEET;

5) THENCE SOUTH 66°46'00" EAST, A DISTANCE OF 291.53 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL

RECORDS BOOK 9476 AT PAGE 182 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 11°33'29" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 9.92 FEET TO THE CENTERLINE OF PEACE CREEK;

THE FOLLOWING THIRTEEN (13) CALLS ARE ALONG SAID CENTERLINE OF PEACE CREEK:

1) THENCE SOUTH 78°57'42" WEST, A DISTANCE OF 227.52 FEET;

2) THENCE SOUTH 62°41'16" WEST, A DISTANCE OF 221.65 FEET;

3) THENCE SOUTH 41°36'23" WEST, A DISTANCE OF 102.14 FEET;

4) THENCE SOUTH 13°57'30" WEST, A DISTANCE OF 93.38 FEET;

5) THENCE SOUTH 3°29'19" WEST, A DISTANCE OF 91.12 FEET;

6) THENCE SOUTH 27°23'26" EAST, A DISTANCE OF 124.02 FEET;

7) THENCE SOUTH 4°27'46" EAST, A DISTANCE OF 84.59 FEET;

8) THENCE SOUTH 62°10'44" WEST, A DISTANCE OF 100.93 FEET;

9) THENCE NORTH 81°12'24" WEST, A DISTANCE OF 81.06 FEET;

10) THENCE NORTH 31°29'10" WEST, A DISTANCE OF 92.37 FEET;

11) THENCE NORTH 19°15'46" WEST, A DISTANCE OF 88.11 FEET;

12) THENCE NORTH 63°18'41" WEST, A DISTANCE OF 72.37 FEET;

13) THENCE SOUTH 86°23'58" WEST, A DISTANCE OF 121.88 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4)

OF SAID SECTION 33;

THENCE SOUTH 0°22'59" EAST ALONG SAID EAST LINE, A DISTANCE OF 578.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST

ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

Exhibit A
PROJECT AREA DESCRIPTION AND CONCEPT MAP

THENCE SOUTH 89°18'16" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER

(1/4), A DISTANCE OF 1,311.30 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST

ONE-QUARTER (1/4);

THENCE SOUTH 0°52'23" EAST ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4)

OF SAID SECTION 33, A DISTANCE OF 1,345.02 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (1/4) OF THE

NORTHEAST ONE-QUARTER (1/4);

THENCE SOUTH 89°41'00" WEST ALONG THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 33, A DISTANCE OF 809.02 FEET TO A

POINT ON THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1238 OF THE PUBLIC RECORDS OF

POLK COUNTY, FLORIDA;

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID WESTERLY LINE:

1) THENCE SOUTH 48°13'57" WEST, A DISTANCE OF 733.78 FEET;

2) THENCE SOUTH 2°57'56" WEST, A DISTANCE OF 1,078.50 FEET;

3) THENCE SOUTH 1°08'56" WEST, A DISTANCE OF 1,099.90 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33;

THENCE SOUTH 16°27'06" EAST, A DISTANCE OF 2,097.66 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 60;

THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE:

1) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 200.00 FEET;

2) THENCE SOUTH 17°16'34" EAST, A DISTANCE OF 168.00 FEET;

3) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 500.00 FEET;

4) THENCE NORTH 17°16'34" WEST, A DISTANCE OF 168.00 FEET;

5) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 406.48 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST ONE-QUARTER (1/4)

OF SAID SECTION 4;

THENCE NORTH 0°20'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 2,342.13 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST

ONE-QUARTER (1/4) OF SAID SECTION 4 SAID CORNER ALSO BEING ON THE SOUTH LINE OF SAID SECTION 33, TOWNSHIP 29 SOUTH,

RANGE 25 EAST;

THENCE NORTH 89°47'39" WEST ALONG SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 1,879.51 FEET TO THE SOUTHWEST CORNER OF

SAID SECTION 33;

THENCE NORTH 2°03'12" WEST ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF

2,641.73 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 2°41'48" WEST ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (1/4), A DISTANCE OF 567.33 FEET TO A POINT

ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 17 (STATE ROAD 555) SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE

CONCAVE SOUTHEASTERLY, SAID CURVE HAS A RADIUS OF 7,534.44 FEET, TO WHICH A RADIAL LINE BEARS NORTH 66°25'06" WEST;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID EASTERLY RIGHT-OF-WAY LINE:

1) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°17'02" AN ARC DISTANCE OF 300.35 FEET;

2) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 1,034.27 FEET;

3) THENCE NORTH 54°40'35" EAST, A DISTANCE OF 114.13 FEET;

4) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 225.08 FEET;

Exhibit A
PROJECT AREA DESCRIPTION AND CONCEPT MAP

THENCE SOUTH 85°34'30" EAST, A DISTANCE OF 836.96 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL

RECORDS BOOK 7457 AT PAGE 1242 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 18°24'35" EAST, A DISTANCE OF 655.24 FEET;

THENCE NORTH 76°27'05" EAST, A DISTANCE OF 787.49 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (1/4) OF

SAID SECTION 33;

THENCE NORTH 53°49'51" EAST, A DISTANCE OF 1,608.61 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF

THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 0°52'23" WEST ALONG SAID WEST LINE, A DISTANCE OF 225.00 FEET TO THE NORTH LINE OF THE NORTHEAST

ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 88°55'55" EAST ALONG SAID NORTH LINE, A DISTANCE OF 272.80 FEET TO THE NORTHWEST CORNER OF THE SECOND

PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID SECOND PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090

AT PAGE 485, A DISTANCE OF 200.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 88°55'55" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO THE SOUTHEAST CORNER OF

SAID PARCEL;

THENCE NORTH 0°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO A POINT ON THE NORTH LINE OF

THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 88°55'55" EAST ALONG SAID NORTH LINE OF NORTHEAST ONE-QUARTER (1/4), A DISTANCE OF 350.03 FEET TO THE

NORTHWEST CORNER OF THE FIRST PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC

RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID FIRST PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT

PAGE 485, A DISTANCE OF 200.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 88°55'55" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO THE SOUTHEAST CORNER OF

SAID PARCEL;

THENCE NORTH 0°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO A POINT ON THE NORTH LINE OF

THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 88°55'55" EAST ALONG SAID NORTH LINE OF NORTHEAST ONE-QUARTER (1/4), A DISTANCE OF 300.02 FEET TO THE POINT

OF BEGINNING.

TOGETHER WITH:

PARCEL 2

A PARCEL OF LAND, LOCATED IN SECTION 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID

SECTION 33, A DISTANCE OF 800.09 FEET TO THE NORTHEAST CORNER OF THE SIXTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS

BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING;

Exhibit A
PROJECT AREA DESCRIPTION AND CONCEPT MAP

THENCE CONTINUE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 24.53 FEET TO THE NORTHWEST

CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9476 AT PAGE 182 OF THE PUBLIC RECORDS OF POLK COUNTY,

FLORIDA;

THENCE SOUTH 11°33'29" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 70.40 FEET TO A POINT ON THE NORTHERLY

RIGHT-OF-WAY LINE OF THE BARTOW NORTHERN CONNECTOR;

THENCE NORTH 66°42'03" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 41.68 FEET TO A POINT ON THE EAST LINE

OF THE SIXTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY,FLORIDA;

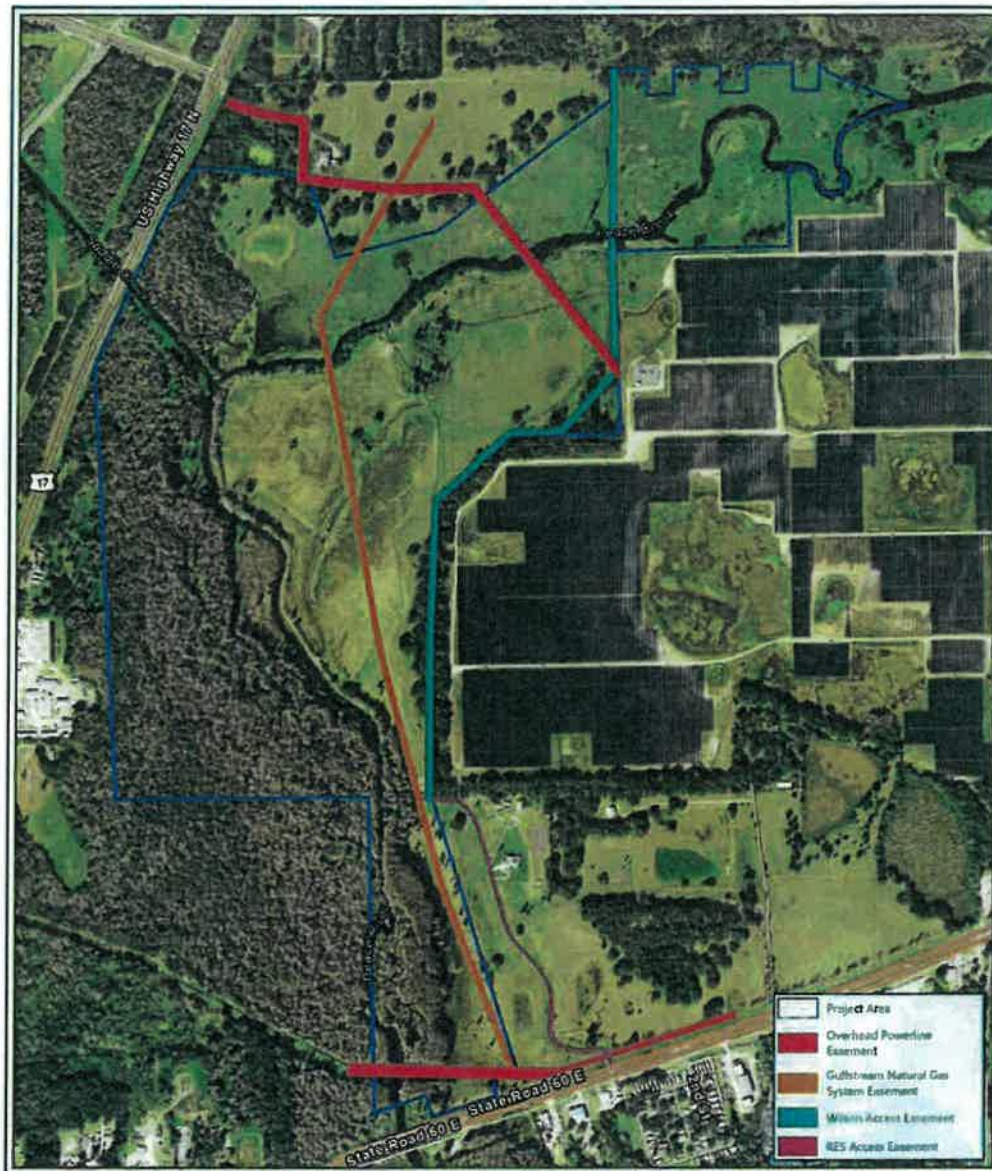
THENCE NORTH 00°22'51" WEST ALONG SAID EAST LINE, A DISTANCE OF 52.68 FEET TO THE POINT OF BEGINNING.

LOCATED IN POLK COUNTY, FLORIDA CONTAINING 396.320 ACRES MORE OR LESS.

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**Exhibit A
PROJECT AREA DESCRIPTION AND CONCEPT MAP**

A-3 Wilson Ranch Easement Map



Project Area

Wilson Ranch
Polk County, FL
81°15'17"W 27°51'34"N

1 in = 911 ft when printed at 6x11"

Reference: Project limits are approximate. The property boundaries depicted on this map have not been surveyed and are for prospect assessment purposes only. This information is not to be used as a legal instrument. All dimensions and areas are approximate.
Data Source: RES
Spatial Reference: Albers Conformal Equal Area (Florida Geographic)
Datum: NAD 83

Exhibit A
PROJECT AREA DESCRIPTION AND CONCEPT MAP

A-4 Easements from Survey

1. BORROW PIT EASEMENT IN FAVOR OF THE STATE OF FLORIDA RECORDED IN DEED BOOK 683, PAGE 329, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 3
2. EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN DEED BOOK 992, PAGE 535, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 3
3. EXCLUSIVE UTILITY EASEMENT IN FAVOR OF THE CITY OF BARTOW RECORDED IN O.R. BOOK 4074, PAGE 286, AS AFFECTED BY PARTIAL RELEASE OF EASEMENT RECORDED IN O.R. BOOK 9519, PAGE 1416, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 1 (ABANDONED PORTION IN RIGHT-OF-WAY OF BARTOW NORTHERN CONNECTOR)
4. EXCLUSIVE UTILITY EASEMENT IN FAVOR OF THE CITY OF BARTOW RECORDED IN O.R. BOOK 4074, PAGE 289, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 1, 4 AND 5 (DOES NOT AFFECT PURCHASE PARCEL, EASEMENT FALLS IN THE IN THE RIGHT-OF-WAY OF BARTOW NORTHERN CONNECTOR)
5. EASEMENT IN FAVOR OF GULFSTREAM NATURAL GAS SYSTEM, LLC RECORDED IN O.R. BOOK 4776, PAGE 1339, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 4
6. EASEMENT AGREEMENT BETWEEN C. WILSON RANCH, INC. AND GULFSTREAM NATURAL GAS SYSTEM, LLC AS RECORDED IN O.R. BOOK 4776, PAGE 1328, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 1 AND 3
7. EASEMENT CONTAINED IN INSTRUMENT RECORDED OCTOBER 18, 2007, UNDER O.R. BOOK 7457, PAGE 1242, AS AFFECTED BY PARTIAL RELEASE OF EASEMENTS RECORDED IN O.R. BOOK 9600, PAGE 132, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 4 (DOES NOT AFFECT PURCHASE PARCEL, EASEMENT WAS RELEASED AND NOW NOW THE RIGHT-OF-WAY OF BARTOW NORTHERN CONNECTOR)
8. EASEMENT IN FAVOR OF TAMPA ELECTRIC COMPANY RECORDED IN O.R. BOOK 10406, PAGE 1254, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AS TO PARCEL 1, 4 AND 5

A-5 Newly Established Easements

RES to Mr. Wilson

A STRIP OF LAND, 50.00 FEET IN WIDTH, LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINES LOCATED IN SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST AND SECTION 33, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION 33,

THENCE NORTH 89°47'39" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 33, A DISTANCE OF 198.05 FEET;

THENCE SOUTH 16°27'01" EAST, A DISTANCE OF 21.58 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF EASEMENT;

THENCE NORTH 84°22'32" WEST, A DISTANCE OF 31.62 FEET;

THENCE NORTH 1°08'56" EAST, A DISTANCE OF 1,118.39 FEET;

THENCE NORTH 2°57'56" EAST, A DISTANCE OF 1,589.04 FEET;

THENCE NORTH 89°41'00" EAST, A DISTANCE OF 917.89 FEET;

THENCE NORTH 42°53'55" EAST, A DISTANCE OF 594.99 FEET;

THENCE NORTH 0°52'23" WEST, A DISTANCE OF 885.58 FEET;

THENCE NORTH 1°40'59" EAST, A DISTANCE OF 1,121.14 FEET;

THENCE NORTH 0°52'23" WEST, A DISTANCE OF 225.56 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF EASEMENT.

LOCATED IN POLK COUNTY, FLORIDA CONTAINING 7.436 ACRES MORE OR LESS.

Mr. Wilson to RES

A STRIP OF LAND, 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINES, LOCATED IN SECTION 4, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 4 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 60,

THENCE SOUTH 72°43'26" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1005.77 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF EASEMENT;

THENCE NORTH 17°16'34" WEST, A DISTANCE OF 33.56 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 60.00 FEET;

Exhibit A
PROJECT AREA DESCRIPTION AND CONCEPT MAP

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°37'08" AND AN ARC DISTANCE OF 82.33 FEET;

THENCE SOUTH 84°06'17" WEST, A DISTANCE OF 112.45 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAS A RADIUS OF 150.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°58'51" AND AN ARC DISTANCE OF 47.07 FEET;

THENCE NORTH 77°54'51" WEST, A DISTANCE OF 108.87 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 125.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°12'16" AND AN ARC DISTANCE OF 183.71 FEET;

THENCE NORTH 6°17'24" EAST, A DISTANCE OF 153.91 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, SAID CURVE HAS A RADIUS OF 425.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°50'54" AND AN ARC DISTANCE OF 354.92 FEET;

THENCE NORTH 41°33'30" WEST, A DISTANCE OF 192.89 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 450.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°46'57" AND AN ARC DISTANCE OF 210.35 FEET;

THENCE NORTH 14°46'33" WEST, A DISTANCE OF 377.60 FEET;

THENCE NORTH 15°32'04" WEST, A DISTANCE OF 351.20 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 350.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°43'39" AND AN ARC DISTANCE OF 254.90 FEET;

THENCE NORTH 84°22'32" WEST, A DISTANCE OF 181.32 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF EASEMENT.

LOCATED IN POLK COUNTY, FLORIDA CONTAINING 2.429 ACRES MORE OR LESS.

A-6 Other Encumbrances

Cattle Grazing Lease Agreement, dated July 1, 2022, between HGS, LLC and C. Wilson Ranch, Inc. The Cattle Grazing Lease Agreement is terminable by HGS, LLC for any reason without cause upon 90 days' written notice.

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Project Area

Proposed Improvement

- Culvert Installation
- Culvert Removal
- Ditch Block
- Bridge Replacement
- Stream Enhancement
- Fence Removal
- Ditch Fill
- Perennial Planting Area (10 AC)
- Temporary Sloping Area (Working Construction)
- Fence Installation
- Bank Improvement
- Appropriate Erosion of Stream Channel
- Access Road
- Access Gateways
- Buffer
- Proposed Program/Egress Easement

Project Area

- Stream Restoration (1,000 LF)
- Forested Wetland Restoration (50 AC)
- Herbaceous Wetland Restoration (35 AC)
- Herbaceous Wetland Enhancement (75 AC)
- Forested Wetland Enhancement (134 AC)
- Upland Enhancement (110 AC)

Contract No. XXXXXXXX, Exhibit A, Page 9 of 9

Exhibit B
STATEMENT OF WORK

A. DEFINITIONS

All capitalized terms used in this Statement of Work ("SOW") not otherwise expressly defined in this SOW shall have the same meanings assigned to such terms in the Agreement.

B. PROJECT OBJECTIVES

This SOW concerns approximately 400 acres as depicted and described in Exhibit A.

The Project is designed to provide hydrologic and ecologic restoration of lands where Saddle Creek and Peace Creek converge to form the headwaters of the Peace River, through the restoration of the floodplain and restoration of natural stream flows while improving the stream corridor which will incorporate natural materials and native vegetation into a design that brings the essential services of the stream back in balance. The Project also restores wildlife habitat that was lost over time as a result of the site being ditched and drained for agricultural practices over many decades.

Nearly 9,000 linear feet ("LF") of stream restoration of Peace Creek and the headwaters of the Peace River will be performed in addition to restoring and enhancing over 360 acres of wetland to improve water quality within the region, reduce invasive plant species within the area, provide for additional floodplain, and increase the range of wildlife habitat available to local species.

Restoration of the river channel will follow a natural channel design approach of using local reference reaches and regional data, while addressing site specific geomorphic and ecological functional deficits. As classified by the Florida Industrial and Phosphate Research Institute's Peninsular Florida Stream Systems: Guidance for Their Classification and Restoration (Kiefer et al 2015), Peace Creek and Peace River are low-gradient flatwoods alluvial floodscapes. These are sand bed systems with wide, shallow channels that are frequently connected via overbank flow to their large floodscapes, which contain diverse alluvial features such as anabranching channels, natural sand levees and vegetated islands.

Historically, portions of the stream channels were straightened and widened and wood was removed from the system, leading to a more homogeneous channel that provides much reduced habitat for aquatic resources. Additionally, an approximately 10-foot-high constructed berm runs the length of both Peace River and Peace Creek through the Project Property ultimately severing their connection to floodplain and the floodscape processes therein.

SERVICE PROVIDER's proposed approach to restoration will return a more natural cross section and profile to the channel, which will stabilize its banks, encourage more out of bank flows into the restored floodplain, and significantly improve the range of aquatic

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habitat through the introduction of large wood debris into the system. This will fundamentally restore the critical functions and characteristics associated with this stream type and introduce additional biogeochemical conditions to induce processes that improve water quality and reduce nutrient contributions through stream restoration activities.

As a result of the site improvements and the reconnection of approximately 400 acres of previously lost floodplain, additional flood resiliency will be provided to the regional system. The Project is capable of capturing an annual average volume of approximately 1,900 ac-ft of water when conditions in the Peace Creek exceed 94 ft NAVD88 flood stage.

With the proposed stream and wetland restoration efforts described above, it is anticipated that the Project will perform as a passive wetland treatment system providing water quality improvements through attenuation of the waters moving from Peace Creek and Saddle Creek to the Peace River, as well as the onsite runoff.

Restored and expanded habitat over the Project Property will be provided. The restoration of approximately 400 acres will improve habitat for native species in all trophic levels. Observed wildlife abundance during post-restoration monitoring events is very likely to increase compared to the results of a pre-Project biological assessment.

Table 1 summarizes the project objectives and corresponding performance measures (the "Performance Measures") and projected Project Outcomes (the "Project Outcomes") under average annual hydrologic conditions. Additional information regarding each project objective, including methodologies for establishment and measurement of estimated net benefits, is provided below following Table 1.

The Monitoring Commencement Date ("MCD") is defined in the Agreement. For purposes of this Exhibit, MCD + 1 year refers to the first anniversary of the MCD, MCD + 2 years refers to the second anniversary of the MCD, MCD + 3 years refers to the third anniversary of the MCD and so on.

Table 1. Summary of Project Objectives, Performance Measures, and Project Outcomes¹

PROJECT OBJECTIVE	PERFORMANCE MEASURES	PROJECT OUTCOMES²
Provide Water Quality Benefit	Provide an average annual reduction of nutrient contribution from flows entering the Peace River after flows have attenuated across the Project	At MCD + 5 years, MCD + 6 years, MCD + 7 years, MCD + 8 years, MCD + 9 years, and MCD + 10 years through the end of the Monitoring Period, the Project shall consistently demonstrate average annual reduction of nutrients

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		compared to baseline pre-restoration conditions of (i) 20% for total nitrogen and (ii) 10% for total phosphorus as analyzed using field samples.
Provide Water Quantity and Flood Resiliency Benefits	Provide an average annual volume of 1,900 ac-ft of restored sheetflow across the Project Property	Restore floodplain through the removal of approximately 7,000 LF of berm as appropriate
Provide Ecological Benefit	Improve wetland and upland areas: • Restore approximately 1) 60 acres of floodplain swamp and 2) 90 acres of herbaceous wetlands • Enhance approximately 1) 120 acres of forested wetlands 2) 90 acres of herbaceous wetlands and 3) 13 acres of uplands	At MCD + 5 years, MCD + 6 years, MCD + 7 years, MCD + 8 years, MCD + 9 years, and MCD + 10 years through the end of the Monitoring Period, the total percent-coverage by desirable vegetation in wetland assessment areas will be 85% or greater
		Hydrologic Conditions: • By the end of the Monitoring Period, all wetland areas (except for restored floodplain) will be saturated or inundated 60 days or more per year with water table within 6 inches of the restored ground surface, with a seasonal high-water level ("<u>SHWL</u>") of no lower than 6 inches above the restored ground surface elevation • By the end of the Monitoring Period, areas identified as restored floodplain will be saturated or inundated 120 days or more per year with a SHWL no lower than 12 inches above the restored ground surface elevation
		All assessment areas will meet the following Florida Invasive Species

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		Council ("FISC") exotic vegetation thresholds: • At MCD + 1 year: <30% FISC species cumulatively; <20% nuisance species cumulatively • At MCD + 2 years: <20% FISC; <20% nuisance • At MCD + 3 years: <10% FISC, (except floodplain areas, which may be <15% if >5% of it includes floating aquatic vegetation ("<u>FAV</u>")); <20% nuisance • At MCD + 4 years through end of Monitoring Period, annually: <5% FISC, (<10% for floodplain areas with FAV); <10% nuisance
	Stabilize streambanks within the stream area being restored, approximately 9,000 LF, to reduce erosion and provide ecological instream habitats	Post-Restoration Banks Erosion Hazard Index ("<u>BEHI</u>") Assessments: • At MCD + 3 years, 90% of the post-restoration stream banks within the stream restoration area will annually achieve a moderate BEHI score • At MCD + 4 years through end of the Monitoring Period, 100% of the post-restoration stream banks within the stream restoration area will annually achieve a BEHI score of low or very low By the end of the Monitoring Period, the Stream Condition Index ("<u>SCI</u>", FDEP SOP SCI 1000) scores will provide a measurable improvement in biological community structure and diversity, and scores will result in a

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		positive trend as compared to pre-construction scores, with outliers removed. The Stream Habitat Assessment ("HA", FDEP SOP 3100) scores will show a consistent improvement of stream habitat structure over baseline pre-restoration conditions on an annual basis and will meet sub-optimal scores for overall total HA scores and optimal scores in at least five of the sub-categories, not including outliers.
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¹ Performance Measure and Project Outcome descriptions in Table 1 are for summary purposes only. See Task 2 for more thorough descriptions. The definitive description of the Performance Measures and Project Outcomes will be set forth in the Monitoring Plan approved by the County.

² When a final Project Outcome has been met, SERVICE PROVIDER will notify the County that the Project Outcome has been met and request that the SERVICE PROVIDER be permitted to discontinue monitoring with respect to such Project Outcome. SERVICE PROVIDER will provide documentation to the County that demonstrates that the Project Outcome has been met. Once the County approves the request, SERVICE PROVIDER will no longer be required to conduct any monitoring with respect to such Project Outcome. Therefore, monitoring for different Project Outcomes may end at different times and on different dates. The County will approve termination of monitoring with respect to a Project Outcome if the SERVICE PROVIDER demonstrates that such Project Outcome (or the specific MCD + 10 years criteria set forth above for such Project Outcome) has been met as of MCD + 10 years. If a Project Outcome for a particular year or for the end of the Monitoring Period is not met, SERVICE PROVIDER will prepare and implement an adaptive monitoring and management plan as described in Task 13.E to improve performance and ensure that such Project Outcome is met the following year and/or at the end of the Monitoring Period.

1. Provide Water Quality Benefit

Performance Measure: Consistent with the net benefits estimate performance established in Task 2, the Project will provide an average annual reduction of 20% total nitrogen and 10% total phosphorus contribution from flows entering the Peace River after flows have attenuated across the Project.

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The estimated net water quality benefit provided by the Project will improve water quality in the Peace River. The Florida Department of Environmental Protection ("FDEP") identified the Peace River watershed (WBID 1623J) to be impaired for nutrients, dissolved oxygen, and biological oxygen demand.

The improved stream corridor and wetland restoration will include a pathway for water to regularly and sustainably come in contact with surrounding wetlands, improving water quality through natural physical and biogeochemical processes. The restoration will include an additional bench to provide stability of banks and more surface area of aquatic vegetation to capture nutrients impairing the creek.

The improvements are expected to result in a net, average annual reduction of at least 20% total nitrogen and 10% total phosphorus contributions from flows entering the Peace River after flows have attenuated across the Project.

The net water quality benefit is estimated by the SERVICE PROVIDER as a basis of design and is part of the overall environmental benefit provided to the regional system as a result of the Project. As part of the Services, the benefit calculation will be verified by SERVICE PROVIDER prior to construction using industry standard modeling tools and during monitoring based on the data collected. COUNTY may elect to independently verify the benefit calculation.

2. Provide Water Quantity and Flood Resiliency Benefits

Performance Measure: Consistent with the net benefits estimate established in Task 2, the Project will restore floodplain through the removal of approximately 7,000 LF of berm as appropriate to provide an average annual volume of 1,900 ac-ft of restored sheetflow across the Project Property.

The estimated net water quantity benefit provided by the Project will improve flood resilience within the watershed and provide greater connection of the Peace River to the historical floodplain through the removal of approximately 7,000 LF of berm that runs along the south/east side of Peace Creek and Peace River. The 9,000 LF of stream restoration and reconnection of floodplain and wetlands are expected to allow the Project to capture an annual average volume of approximately 1,900 ac-ft of water when conditions in the Peace Creek exceed 94 ft NAVD88 flood stage. This will be measured by collecting water elevations in the creek/river and at different locations in the floodplain after Project implementation.

Restoration of the stream and floodplain will mimic the movement of the historical reaches as identified by historic aeriels, reduce shear stresses driving in-stream erosion and sedimentation processes, and re-establish a more

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natural movement of water across the landscape and the alluvial processes therein. The reformed reaches of the stream will reduce velocity through areas where stream bends have been exaggerated over time causing the erosion of banks and transport of sediments from the increase velocities along the reach.

3. Provide Ecological Benefit

Performance Measure: Consistent with the net benefits estimate established in Task 2, the Project will restore approximately 60 acres of floodplain swamp and 90 acres of herbaceous wetlands, enhance approximately 120 acres of forested wetlands and 90 acres of herbaceous wetlands, and enhance approximately 13 acres of uplands adjacent to the restored and enhanced wetlands. Additionally, the Project will stabilize streambanks within the stream area being restored, approximately 9,000 LF, to reduce erosion and provide ecological instream habitats.

Restoration of the floodplain and historic wetland areas across a large portion of the Project will allow the acreage not included in the stream restoration to become an area that mimics the wetlands in the Project Property's pre-drainage period and to provide an opportunity to return to the natural system of filtration for attenuation of surface waters and recharge of the surficial aquifer system.

In addition, the proposed restoration is expected to expand the available habitat for the current populations of native fauna while maximizing the potential biodiversity the Project Property may support in the future.

a. Wetland Restoration

The Project will restore approximately 60 acres of floodplain swamp and 90 acres of herbaceous wetlands (floodplain marsh and/or wet prairie). This restored habitat will be further augmented by enhancing approximately 210 acres of existing habitat (120 acres of forested wetlands and 90 acres of herbaceous wetlands). The restored and enhanced wetlands will receive additional support from adjacent upland enhancement (approximately 13 acres).

The SERVICE PROVIDER established the Project Outcomes for ecological benefit using multiple site assessments as well as research of historical conditions. The final acreage for formal baseline determination will be quantified from transects established by the SERVICE PROVIDER. Upon successful restoration, restored/improved wetlands will exhibit the following: marked increase in relative native wetland ground cover vegetation by percent-coverage, marked progress

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in hydroperiods consistent with ecological system success on-site and overall project performance, either maintenance or marked growth of surviving native trees (forested areas only), maintenance or marked increase in observed fauna abundance, and maintenance or marked decrease in Florida Invasive Species Council ("FISC") plants by percent-coverage.

b. Habitat Restoration

The existing onsite habitat offers limited utilization opportunities to wildlife. The restoration of the Project Property will provide additional habitat to serve the needs of native species of fish, aquatic macro-invertebrates, amphibians, reptiles, avians, small mammals, and native fauna while maximizing the Project Property's ability to support additional biodiversity in the near future. The restoration of the floodplain will recreate naturally occurring micro-habitats all throughout which will be documented in the pre-Project condition and monitored and mapped on a biannual basis. The quantity and diversity of species that will be mapped includes aquatic macro-invertebrates (e.g., crayfish [*Procambarus* spp.], apple snails [*Pomacea* spp.]) and smaller fish species (e.g., mosquitofish [*Gambusia holbrooki*], sailfin molly [*Poecilia latipinna*], and channel catfish [*Ictalurus punctatus*]) within the river and creek.

Further, the increase in crayfish and small fish species is expected to benefit several wading birds. Notable beneficiaries would be the black-crowned night-heron (*Nycticorax nycticorax*), the state-threatened sandhill crane (*Antigone canadensis*), the state threatened roseate spoonbill (*Platalea ajaja*), and the federally threatened wood stork (*Mycteria americana*). The Project will also expand the number of foraging opportunities available to these populations.

See Task 2 for a description of certain modeling criteria that will be used by SERVICE PROVIDER to confirm the Project Outcomes. See Task 13 for a description of certain monitoring methods and protocols that will be used by SERVICE PROVIDER to confirm the Project Outcomes are being met during the monitoring period.

C. WORK BREAKDOWN STRUCTURE

SERVICE PROVIDER shall perform the items of work outlined below, each of which is further defined in Section E (*Tasks*).

Task 1 – Site Assessment Report

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13.F – Monitoring Completion Certification

Task 14 –Final Report and Contract Closure

14.A – Final Report

14.B – Contract Closure and Conveyance Checklist

D. TASKS

TASK 1 – Site Assessment Report

Task 1.A – Site Assessment Report

The SERVICE PROVIDER shall provide to the COUNTY a site assessment report ("Site Assessment Report"), which includes the following items:

- 1) Phase I Environmental Site Assessment,
- 2) Geotechnical Report (if needed),
- 3) Cultural Resource/Site Reconnaissance Survey (if required by permit),
- 4) Topographic Survey (SERVICE PROVIDER may elect to provide this when Permits are provided),
- 5) Baseline Stream Survey,
- 6) Soil Sampling Report,
- 7) Regulatory review and permit history including any past regulatory enforcement actions and their resolution,
- 8) Delineation of state and federal jurisdictional areas, and
- 9) Inventory and condition of all structures and equipment on site.

The intent of the Site Assessment Report prepared by the SERVICE PROVIDER is to establish the existing conditions of the Project Property prior to the initiation of any on-site construction undertaken in connection with the Project.

Task 1 DELIVERABLES:

- Digital copy of Site Assessment Report to include items 1-9 identified in Task 1.A.
- Shapefiles used in developing the Site Assessment Report

TASK 2. Technical Suitability

Task 2 includes the Technical Suitability Report, Construction Schedule of Values and Project Schedule.

Task 2.A. Technical Suitability Report

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The SERVICE PROVIDER shall provide a report and editable presentation that summarizes and supports the Project's net benefits estimates, modeling, and data collected to support the Project's ability to meet the Project Outcomes. The Technical Suitability Report will address each of the following:

- Net Benefit Estimates
 - Water Quality
 - Water Quantity
 - Modeling Results
 - Data Collection
 - Flood Resiliency Performance Estimate
- Ecological Benefit Estimates
 - Wetland Restoration
 - Habitat Restoration

Task 2.A.1 Net Benefit Estimates

Task 2.A.1a Water Quality

The Technical Suitability Report shall summarize the Project's net water quality benefit estimate. The net water quality benefit estimate shall include the estimated nutrient reductions by comparing the pre-Project versus post-Project nutrient reductions.

The estimated nutrient reductions shall include a comparison of the pre-Project versus post-Project (modeled) conditions based on an appropriate, industry standard model or analysis over a period of record using local and/or site-specific data. As part of Task 13, field samples will be used in the analysis to demonstrate average annual nutrient reductions during the Monitoring Period.

The average annual nutrient removal estimate may be based on site-specific monitoring data and published performance rates of projects within the local watershed with similar site characteristics, if available. Where similar projects are not available within the watershed, published performance rates adjusted for local conditions may be substituted.

The analysis performed by the SERVICE PROVIDER shall consider all inflow sources, provide inflow concentrations, outflow concentrations, hydraulic loading rate, land use runoff and infiltration, and removal quantities. If pre-Project water quality data is not available at the Project location, the SERVICE PROVIDER may perform water sampling and flow measurements to establish a water quality baseline of the water quality currently leaving the Project under existing conditions.

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- 1) All water sampling performed by the SERVICE PROVIDER, sampling will be flow proportioned taken during storm events to obtain event mean concentrations ("EMC") for the following parameters: total phosphorus and total nitrogen.
- 2) The SERVICE PROVIDER may calculate the nutrient reduction using a water budget analysis and EMC to determine nutrient removal effectiveness or other appropriate analysis using a period of record that includes wet years, dry years, and average rainfall years.

Task 2.A.1b Water Quantity

The Technical Suitability Report shall include a detailed water budget to determine the pre-Project versus post-Project water quantity benefits. The model used to estimate the water budget shall estimate the volume of water treated and attenuated as a result of the implementation of the Project compared to the existing, pre-Project conditions (baseline). The existing pre-Project condition shall be based on current land use.

The net water quantity benefit estimate is the difference between the estimated average annual volume of water passed through the project and treated (as established in the water quality benefit estimate) versus the baseline. The net water quantity benefit estimate will include the following:

- 1) Water budget analysis based over a period of record consistent with that used for the water quality analysis. Data for the analysis shall include rainfall data, average annual estimate volume into, and volumes out of, the Project Property, including seepage and evapotranspiration and volumes detained through operational means established under existing permitted conditions. The water budget shall be calculated in no less than monthly increments to account for seasonal variations.
- 2) The water budget analysis shall materially reflect the operations of the Project as proposed by the SERVICE PROVIDER.

Task 2.A.1c Modeling Results

The Technical Suitability Report shall include a detailed hydrologic and hydraulic summary of the modeling and analysis results used to develop the net water quality and quantity benefit estimates and include boundary conditions and parameters used.

Task 2.A.1d Data Collection

The Technical Suitability Report shall include the data collected to perform Task 2 as well as a table identifying the types of data collected, the source locations, and a summary of how the data was used and/or applied in the model(s) and water budget to determine the water quality and quantity benefit estimates.

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Task 2.A.1e Flood Resiliency Performance

The Technical Suitability Report shall include a Flood Resiliency Performance Estimate with inundation analysis that demonstrates the Project's performance during the 25-, 50-, and 100-year flood events in the pre-Project and post-Project conditions. The analysis shall account for the same hydrologic characteristics and parameters of the site and region that were used to estimate and model the water quality and quantity benefit estimates. The analysis shall be combined/coordinated with a hydraulic model that demonstrates the pre-Project and post-Project conditions where velocity over distance and erosion and sedimentation is reduced within the river and creek reaches as a result of reformed and restored stream banks and corridors.

The reformed section of the stream will reduce velocity through areas where stream bends have been exaggerated over time causing the erosion of banks and transport of sediments from increased velocities along the reach. Improved conditions will be measured using total suspended solids ("TSS") at the inflow and outflow points of the Project. TSS within the existing conditions will be measured during model and design to develop baseline values. Once the Project is in operation, TSS will be measured when water quality sampling is performed to develop trends over time to demonstrate improvements in stream bank stabilization in addition to performing biannual stream bank erosion inspections to confirm work performed remains in place as designed and constructed.

Task 2.A.2 Ecological Benefit Estimates

Task 2.A.2a Wetland Restoration

The Technical Suitability Report shall include a report summarizing the Project's performance measurement for the net ecological benefit. The report shall include the results of the baseline (*i.e.*, existing conditions) quantitative monitoring transects and surveys of key locations within the Project Property. As part of Task 13, during the Monitoring Period, the SERVICE PROVIDER shall document progress of the five assessment areas being restored and improved under the Agreement. The report shall include documentation of existing conditions and vegetative coverages as well as the template for inspection of transects and vegetation data that will be used to document improvements in the Project during each monitoring period.

It is anticipated that under average annual hydrologic conditions, the Project Outcomes for successful completion of the wetland restoration and enhancement activities will be met. These Project Outcomes are described below:

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- Total percent-coverage by desirable vegetation: Equal or greater than 85% coverage in wetland assessment areas, consistent with 62-340.300(2)(b), F.A.C., which requires that hydrophytic vegetation dominate "at a coverage of 80% or greater". Such precedence has been set by other projects permitted by the Southwest Florida Water Management District ("SWFWMD"). Final percent coverage of desirable vegetation may be modified by the regulatory agency having jurisdiction over State of Florida Environmental Resource permits and/or Section 404 permits. For purposes of determining the coverage percentage, "desirable vegetation" shall include all vegetation other than the following:
 - 1) Vegetative species listed as Category I or II by FISC,
 - 2) Vegetative species not designated as FAC, FACW or OBL by FDEP, and
 - 3) Eupatorium capillifolium, Rubus spp., Sesbania spp., Typha spp., and Salix caroliniana (in areas designated as Herbaceous only) to the extent (and only to the extent) such species are listed as "nuisance" species in the permit approved monitoring plan.
- Hydrologic Conditions:
 - 1) All wetland areas (except for restored floodplain) shall be saturated or inundated 60 days or more per year with water table within 6 inches of the restored ground surface, with a seasonal high-water level ("SHWL") of no lower than 6 inches above the restored ground surface elevation.
 - 2) Areas identified as restored floodplain shall be saturated or inundated 120 days or more per year with a SHWL no lower than 12 inches above the restored ground surface elevation.
- The FISC exotic vegetation shall not exceed 5% overall coverage in any assessment areas (including upland enhancement areas). The exotic/nuisance/invasive species identification and eradication targets by MCD date are provided below:
 - 1) At MCD + 1 year: <30% FISC species cumulatively; <20% nuisance species cumulatively
 - 2) At MCD + 2 years: <20% FISC; <20% nuisance
 - 3) At MCD + 3 years: <10% (except floodplain areas, which may be <15% if >5% of it includes floating aquatic vegetation ("FAV")); <20% nuisance
 - 4) At MCD + 4 years through conclusion of Monitoring Period: <5% (<10% for floodplain areas with FAV); <10% nuisance

No fewer than two transects per assessment area (at least 10 total) will be established and documented for the Technical Suitability Report. This baseline monitoring will document percent-cover of bare ground/open water and/or detritus, size and status of native trees (in forested areas only), qualitative hydrologic observations coordinated with the water quality component of the Project, and

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qualitative wildlife observations. These aspects will be collected and extrapolated to provide a complete baseline condition of the wetland ecosystems onsite.

In addition, up to eight (one for each wetland monitoring transect, thereby as many as two for each wetland assessment area) piezometers and one rain gauge will be established onsite to record up to one year of pre-restoration hydrologic activity, which would also be considered part of the baseline conditions.

Task 2.A.2b Habitat Restoration

The Project will provide preferred habitat for wetland-dependent endangered or threatened wildlife species consistent with species anticipated in the area.

A pre-Project Stream Condition Index ("SCI") and a Stream Habitat Assessment will be completed as part of the Technical Suitability Report to establish the baseline condition. As part of Task 13 (see description below), additional assessments of the biological communities and stream habitat structure within the restored stream will be performed during the Monitoring Period to demonstrate improvements over time.

For stream restoration, a pre-Project Banks Erosion Hazard Index ("BEHI") assessment will be completed as part of the Technical Suitability Report to establish a baseline condition. As part of Task 13, post-restoration BEHI assessments shall show improvement in erosion potential compared to the pre-restoration baseline condition as follows:

- 1) At MCD + 3 years, 90% of the post-restoration stream banks will annually achieve a moderate BEHI score
- 2) At MCD + 4 years through end of the Monitoring Period, 100% of the post-restoration stream banks within the stream restoration area will annually achieve a BEHI score of low or very low

Within the stream restoration area, permanent cross-sections and bank profiles (with toe pins) will be established at a minimum of three (3) high shear locations (outside meander bends, lateral scour pools) where applicable and appropriate in concept provided in Exhibit A to measure erosion rates.

Task 2.B – Construction Schedule of Values

The SERVICE PROVIDER shall provide a construction schedule of values (the "Construction Schedule of Values") identifying the total project cost of Tasks 10 and 11. The Construction Schedule of Values shall be suitable for use in developing invoices and determining partial completion of activities identified in the Project Schedule (as defined below). For the avoidance of doubt, this Task 2B shall be considered completed upon receipt by COUNTY of SERVICE

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PROVIDER's initial Construction Schedule of Values submittal. The Construction Schedule of Values shall be updated, as needed, upon receipt of each NTP

Task 2.C – Project Schedule

The SERVICE PROVIDER shall provide a milestone project schedule (the "Project Schedule") for the Project. The Project Schedule shall include milestone activities and their associated planned start/end dates. These will be aligned with the items in the Construction Schedule of Values. SERVICE PROVIDER shall identify individual tasks, any constraints and any predecessor tasks that could adversely affect the proposed Project Schedule. The Project Schedule shall break down the Tasks into distinct milestone activities with interdependencies to the extent required to clearly depict the planned approach for completion of the Project and to effectively manage its execution. For the avoidance of doubt, this Task 2C shall be considered completed upon receipt by COUNTY of SERVICE PROVIDER's initial Project Schedule.

The Project Schedule will be periodically updated throughout the Term of the Agreement, including following receipt of each NTP.

The Project Schedule shall be adjusted as a result of any delays caused by Force Majeure or contract changes and shall be provided to the COUNTY for information purposes only.

Task 2 DELIVERABLES:

- Digital copy of Technical Suitability Report
 - Summary of the Project's net water quality benefit estimate
 - Summary of the Project's net water quantity benefit estimate and water budget
 - Hydrologic and hydraulic summary of the modeling and analysis results used to develop the net water quality and quantity benefit estimates
 - Data collected and used to perform Task 2
 - Summary of how the data was used and/or applied in the model(s) and water budget
 - Summary of Flood Resiliency Performance Estimate with inundation analysis
 - Pre-Project Stream Condition Index ("SCI") and a Stream Habitat Assessment
 - Related shapefiles
- Digital copy of Construction Schedule of Values
- Digital copy of Project Schedule (to be provided as an MS Project Gantt chart)

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Engineering & Permitting – Tasks 3 – 8

Permit drawings, technical specifications, and engineering calculations will be presented to the COUNTY by the SERVICE PROVIDER for review by the COUNTY. Submissions will occur at the 60% and 90% design complete as well as at permit application. At its sole discretion, SERVICE PROVIDER may elect to combine the permit application submission with the 60% or 90% submission to the COUNTY. The technical specifications prepared by the SERVICE PROVIDER for permitted features shall be provided to the COUNTY with the permit drawings.

The SERVICE PROVIDER may use the Field Office Technical Guide published by the U.S. Department of Agriculture's Natural Resource Conservation Service as a reference for engineering design standards. Design documents shall include all features and level of detail required by permit and for construction. At COUNTY's request, the Project design will not include any pump(s) or pump station(s) to prevent operation and maintenance of such facilities being transferred to the COUNTY. Any existing pumps or pump stations on the Project Property shall be removed during construction.

SERVICE PROVIDER will use its reasonable best efforts to schedule presentations to the COUNTY for the 60% and 90% design complete during the deliverables review period described in Section 18 of the Agreement. The Parties' inability to schedule a presentation during the relevant review period shall in no event extend the length of such review period.

Task 3 – 60% Design Documents

The SERVICE PROVIDER shall submit the 60% Design Documents to the COUNTY including narrative, depiction of existing conditions, all pertinent design calculations, engineering plans, and construction schedule. The 60% design shall be in sufficient detail to enable the COUNTY to determine that the Project is in compliance with the Agreement, including this SOW. Electronic copies of all the documents included in the 60% submittal will be provided to the COUNTY.

Task 3 DELIVERABLES:

- Digital copy of 60% design package including:
 - Narrative
 - Depiction of existing conditions
 - All pertinent design calculations
 - Engineering plans
 - Construction schedule
 - Related AutoCAD files and shapefiles

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Task 4 – 90% Design Documents

The SERVICE PROVIDER shall incorporate applicable COUNTY comments from the 60% submittal review and any revisions required by the permit regulatory authorities having jurisdiction over the Project into the development of the 90% submittal. The submittal shall include design calculations, plans, and an updated Project Schedule that provides additional detail by breaking construction milestones into individual work items. The 90% design submittal shall be in sufficient detail to enable the COUNTY to determine that the Project is in compliance with the Agreement, including this SOW. Electronic copies of all the documents included in the 90% submittal will be provided to the COUNTY.

Task 4 DELIVERABLES:

- Digital copy of 90% design package including:
 - Narrative
 - Depiction of existing conditions
 - All pertinent design calculations
 - Engineering plans
 - Construction schedule
 - Related AutoCAD files and shapefiles

Task 5 – Quality Control Plan

The SERVICE PROVIDER shall prepare a quality control plan (the "Quality Control Plan") with a description of the quality control measures it will implement during construction to ensure Services are performed per the requirements of the Technical Specifications and Construction Drawings. At a minimum, the Quality Control Plan shall define the requirements of the following items:

- a. Shop Drawing Review and Product Approval by the EOR and COUNTY
- b. Erosion and Sedimentation Control,
- c. Wildlife Precautionary Measures consistent with local, state, and federal permit compliance requirements,
- d. Materials Testing,
- e. Temporary and Permanent Stabilization Measures,
- f. As-built Surveys,
- g. Substantial Completion,
- h. Startup and Commissioning,
- i. Final Construction Complete, and
- j. Project and Property Conveyance checklist.
- i. Title and Transfer documentation
- ii. Training of Staff on Capital Equipment
- iii. O&M Manuals provided by manufacturers
- iv. Monitoring Logs
- v. Maintenance Logs

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vi. Updated Maintenance Plan

SERVICE PROVIDER may, at its sole discretion, amend the Quality Control Plan from time to time.

Task 5 DELIVERABLE:

- Digital copy of Quality Control Plan

Task 6 – Permitting Services for Application Development

The SERVICE PROVIDER shall be responsible for preparing applications for all local, state and federal permits required for the Project and submitting such permit applications to the regulatory authorities having jurisdiction over the Project. Permits may include, but are not limited to, the following permits (the “Material Permits”):

- SWFWMD Environmental Resource Permit,
- SWFWMD Right of Way Permit, if applicable,
- FL DEP Section 404 Permit (including Section 7, 10, and 106 as required), and
- FEMA No-Rise Certification for Floodways

The SERVICE PROVIDER shall provide to the COUNTY documentation for Material Permit applications.

The COUNTY shall be invited to all pre-application permitting meeting discussions with regulatory authorities having jurisdiction over the Project. The SERVICE PROVIDER shall attempt to accommodate the COUNTY schedule when setting permit meetings with regulatory authorities but shall not be required to receive COUNTY’s concurrence prior to setting the meeting(s).

Task 6 DELIVERABLES:

- Digital copy of meeting minutes and copies of all presentations from meetings with regulatory staff including pre-application meeting(s) within 2 weeks of each meeting occurrence.
- Digital copy of documentation for permit applications

Task 7 – Permitting Services Following Initial Application

The SERVICE PROVIDER shall be responsible for providing permitting services following the initial application submittal. These services will include coordination with regulatory authorities and responding to any Request for Additional Information (RAI).

The SERVICE PROVIDER shall provide to the COUNTY copies of the Material Permits once approved.

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The COUNTY shall be invited to all post-application permitting meeting discussions with regulatory authorities having jurisdiction over the Project. The SERVICE PROVIDER shall attempt to accommodate the COUNTY schedule when setting permit meetings with regulatory authorities but shall not be required to receive COUNTY's concurrence prior to setting the meeting(s).

Task 7 DELIVERABLES:

- Digital copy of meeting minutes and copies of all presentations from meetings with regulatory staff within 2 weeks of each meeting occurrence, if applicable
- Digital copy of any RAIs received from regulatory authority and SERVICE PROVIDER response
- Digital copy of the permits and authorizations received from regulatory authority

Task 8 – Signed and Sealed Package

The SERVICE PROVIDER shall incorporate applicable COUNTY comments from the 90% submittal review and any permit revisions into the Signed and Sealed Design Package.

The submittal shall include final design calculations, plans, technical specifications, and construction schedule. The Final Plans and Specifications shall be checked, signed and sealed by the SERVICE PROVIDER as the EOR. Construction drawings shall contain all details required for a contractor to complete the Project.

In addition to providing electronic copies of the entire Signed and Sealed Design Package, the SERVICE PROVIDER shall provide native files and AutoCAD files of the final plans.

Task 8 DELIVERABLES:

- Digital copy of signed and sealed design package including:
 - Signature and seal of EOR
 - Narrative
 - Depiction of existing conditions
 - Final design calculations
 - Final engineering plans
 - Technical specifications
 - Construction schedule
 - Related native files, AutoCAD files, and shapefiles

TASK 9 – Operations, Maintenance, and Monitoring Plans

The SERVICE PROVIDER shall produce and submit a detailed Operations Plan, Maintenance Plan, and Monitoring Plan consistent with the following requirements.

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Task 9.A – Operations Plan

The SERVICE PROVIDER shall provide the operations plan (the “Operations Plan”) that describes the Project operations where operable features may be controlled to ensure the Project is progressing to meet the Project Outcomes at the end of the Monitoring Period. Facilities descriptions and their operations shall be in relationship to the regional system and the Project’s internal configuration. The Operations Plan will include the following items, at a minimum:

- 1) A detailed description, including maps, of the Project facilities. Should there be any operable facilities, these shall be noted.
- 2) A list of facilities owned or controlled by others that are a part of the Project, if any.
- 3) A detailed description of the facilities necessary to operate the internal and external portions of the Project.
- 4) Detailed maps of all infrastructure, including water control structures, berms, culverts, etc.
- 5) All sizes, capacities, inverts, maximum stages and other pertinent details of the Project.

Task 9.B – Maintenance Plan

The SERVICE PROVIDER shall provide a detailed maintenance plan (the “Maintenance Plan”) that will provide for regularly scheduled inspection, checklist for maintenance activities, maintenance and repair of all project components including but not limited to 1) berms, 2) water control structures, 3) culverts, and 4) SERVICE PROVIDER’s provided monitoring equipment. Maintenance and repair activities shall include mowing and stabilization of any exposed areas to prevent soil erosion, nuisance and exotic removal activities including treating with herbicides, prescribed fire, or mechanical removal as necessary. Any maintenance issues will be logged and the corrective action taken documented with photos, to the extent practicable.

Task 9.C – Monitoring Plan

In coordination with the COUNTY, the SERVICE PROVIDER shall prepare and submit a monitoring plan (the “Monitoring Plan”). The Monitoring Plan shall include the locations of all monitoring sites for measuring inflow, outflow, surface and ground water elevations; water quality sampling, including a list of all parameters and sampling frequencies to be measured; and the locations of all transects where vegetation will be monitored quantitatively.

Observations for wildlife utilization will be based upon direct sightings or signs of wildlife including scats, tracks, burrows, etc.

Task 9 DELIVERABLES:

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- Digital copy of Operations Plan, Maintenance Plan, and Monitoring Plan
- Related AutoCAD files and shapefiles

TASK 10 – Construction Start and Mobilization

Following receipt of an NTP authorizing the performance of all Services required to complete Task 10, the Service Provider will commence construction of the Project, and procurement of capital equipment for the Project.

Construction Start shall include recordation of land instruments including any applicable easements. Mobilization shall consist of preparatory work and operations in mobilizing for beginning construction on the Project, including, but not limited to, those operations and instruments (Construction Stormwater Pollution Prevention Plan and Notice of Intent to begin construction filing with FDEP) necessary for the movement of personnel, equipment, supplies and incidentals to the Project site.

Task 10 DELIVERABLES:

- Digital copy of recorded land instruments including any applicable easements
- Digital copy of evidence of construction mobilization, procurement of capital equipment, and any temporary construction instruments (NOIs and FDEP Stormwater Pollution Prevention Plan)

TASK 11 – Construction

The SERVICE PROVIDER shall construct the Project in accordance with the Engineering Design Documents signed and sealed by the EOR and permits.

The SERVICE PROVIDER shall self-perform or contract all professional services necessary to provide quality control prior to, during and following site preparation and Project construction consistent with the Quality Control Plan. This may include, but is not limited to, subcontracting professional surveyors and mappers ("PSM"), Professional Engineers ("PE") and other appropriate professionals such as threshold inspectors, construction managers, materials testing, etc. The site preparation and the Project construction must be well documented by the SERVICE PROVIDER. Testing and inspection frequencies must be identified by the SERVICE PROVIDER in the development of the Engineering Design Documents and conform to generally accepted engineering principles for projects of similar size and scope. Efforts must be made by the SERVICE PROVIDER to document the construction/installation of major Project components (structures, berms, etc.)

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COUNTY representatives may perform site visits prior to, during and following construction. Although not required, COUNTY representatives may independently document construction activities for verification of activities invoiced.

Task 11.A – Construction Documentation

The SERVICE PROVIDER shall prepare and submit the following construction related documents to the COUNTY's Project Manager:

- 1) Monthly Progress Reports – The SERVICE PROVIDER will submit a report (the "Monthly Progress Report") with each invoice during construction that includes a detailed description of the SERVICE PROVIDER's Project Manager and construction contractor coordination activities, inspection reports performed by the EOR, and the estimated percent complete for all phases of construction as identified in the Construction Schedule of Values.

The Monthly Progress Report shall demonstrate and attest that construction is being completed on time and in compliance with the approved plans, specifications, and the Quality Control Plan and certify that each Subcontractor has been paid by SERVICE PROVIDER in accordance with the terms of the subcontract between SERVICE PROVIDER and such Subcontractor. In addition, any deviations from the approved Project Schedule shall be identified and described by the SERVICE PROVIDER as well as the cause for the deviation.

- 2) Substantial Completion Inspection and Punch List Items
 - a. SERVICE PROVIDER shall provide notice to COUNTY 30 calendar days prior to performing Substantial Completion Inspections.
 - b. Punch Lists and evidence of their completion shall be provided in each invoice when applicable.
- 3) Operational Testing
 - a. SERVICE PROVIDER shall provide notice to COUNTY 14 days prior to beginning operational testing. COUNTY may elect to witness these activities but is not required to be in attendance.
 - b. SERVICE PROVIDER shall provide evidence of successful, operational testing in the Monthly Progress Report.
- 4) Final Completion Inspection and Releases of Liens, upon Completion of the Construction
 - a. SERVICE PROVIDER shall provide notice to COUNTY 30 days prior to final completion inspection. COUNTY shall be in attendance to witness and attest the Final Completion Inspection.

Task 11.B – Monitoring Equipment Installation

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The SERVICE PROVIDER shall install all monitoring equipment and instrumentation as required by the monitoring plan.

Task 11.C – Construction Completion Certification

Promptly following the completion of construction, the SERVICE PROVIDER shall provide the Construction Completion Certification (“CCC”) letter signed and sealed by a licensed PE registered in the State of Florida for the constructed Project. As-built surveys shall be provided clearly depicting as-built conditions of all items of work depicted on the engineering design documents. All as-built surveys shall be signed and sealed by a licensed PSM registered in the State of Florida. The as-built survey shall include the features necessary to define the Project footprint.

In addition, the SERVICE PROVIDER shall provide:

- 1) A signed and sealed certification from the EOR stating that construction of the project was completed in accordance with the Design Documents.
- 2) A description of the evidence that will be required to show that the SERVICE PROVIDER has furnished the definable features of work per the technical specifications. As an example, the construction contractor may provide pre- and post-construction photos and/or survey cross sections of the stream sections proposed as part of the site work in increments of no less than 1,000 feet along the construction baseline.
- 3) A description of the evidence that will be required to show that the SERVICE PROVIDER has installed the item of work per the technical specifications. As an example, SERVICE PROVIDER may include the signed and sealed testing laboratory results that show the field densities of compacted earthen fill meet the technical specifications for the proposed banks included in the site work.

Task 11 DELIVERABLES:

- Digital copy of Construction documentation
 - Monthly progress reports
 - Summary of Project Manager and construction contractor coordination activities, inspection reports performed by the EOR, and the estimated percent complete for all phases of construction as identified in the Construction Schedule of Values.
 - Attestation by SERVICE PROVIDER that construction is being completed on time and in compliance with the approved plans, specifications, and the Quality Control Plan.
 - Summary of deviations from the approved Project Schedule shall be identified and described by the SERVICE PROVIDER as well as the cause for the deviation.
 - Summary of Operational Tests performed and results, as appropriate.
 - Substantial completion inspection documentation and punch list items

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- Final completion inspection and release of liens documentation, upon completion of construction
- Construction completion documentation at final construction completion
 - Construction completion certification
 - A signed and sealed certification from the EOR stating that construction of the project was completed in accordance with the Design Documents
 - A description of the evidence that shows that the SERVICE PROVIDER has furnished the definable features of work per the technical specifications.
 - A description of the evidence that will be required to show that the SERVICE PROVIDER has installed the item of work per the technical specifications
 - Digital copy of signed and sealed as-built survey
 - Related AutoCAD files

TASK 12 – Operation and Maintenance

During the Operation Period, the SERVICE PROVIDER shall operate and maintain the Project in accordance with the Agreement, including this SOW and the Operation Plan.

During the first three (3) years of the Operation Period, the SERVICE PROVIDER shall participate in up to three (3) project meetings per calendar year to discuss results, Project implementation issues, operations and maintenance concerns, proposed modifications, and other relevant issues. For the next two (2) years, the SERVICE PROVIDER shall participate in up to two (2) project meetings per calendar year. For each year thereafter, the SERVICE PROVIDER shall participate in one meeting per year should the COUNTY request and coordinate the meeting.

During the Operation Period, SERVICE PROVIDER will, upon written request, arrange an annual field visit and provide escorted access to COUNTY representatives for the purpose of inspecting the Project Property for compliance with the Operations Plan and Maintenance Plan. During the Monitoring Period, the annual field visit shall occur within one month of COUNTY's receipt of the annual monitoring report so that site conditions reflect what was reported. The transmittal letter or email accompanying each annual monitoring report shall contain suggested dates and times for the annual field visit. Failure of COUNTY to work in good faith to schedule the annual field visit within a month of receipt of the annual monitoring report, shall result in the cancellation of the field visit for that year.

The SERVICE PROVIDER shall be responsible for operation, calibration, maintenance, and repair of all monitoring equipment installed by the SERVICE PROVIDER during the Monitoring Period. To meet minimum accuracy requirements,

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the SERVICE PROVIDER shall calibrate equipment bi-annually when appropriate for that equipment item. Items requiring additional calibration as recommended by manufacturer will be noted within the Operation Plan and Maintenance Plan.

Task 12 DELIVERABLES:

- Digital copy of Project meeting minutes and copies of all presentations submitted within 2 weeks of meeting.
- Digital copy of memos with photos and observations from field visits with COUNTY representatives
- Digital copy of annual certification statement indicating that the Project was operated and maintained consistent with the approved plans and permits during the certification year and continues to operate as designed

TASK 13 – Monitoring and Reporting

During the Monitoring Period, the SERVICE PROVIDER shall conduct permit-required wildlife monitoring in accordance with issued permits, if applicable, and monitor and record monitoring activities pursuant to the approved Monitoring Plan to demonstrate that the Project is progressing to the meet the Project Outcomes at the end of the Monitoring Period. Reporting shall be implemented in accordance with Task 13.A through 13.C below. Beginning in the year after the end of the Monitoring Period, SERVICE PROVIDER shall only report annually by providing the Annual Certification Statement described in Task 13.D. below.

The SERVICE PROVIDER will share the results of collected and monitored data with the COUNTY.

Task 13.A – Monitoring and Data Collection

- 1) Monthly in Wet Season/Bimonthly in Dry Season: During the Monitoring Period, the SERVICE PROVIDER shall be responsible for data collection and reporting of nutrient concentrations (total phosphorus, total nitrogen, TSS), inflow volumes, outflow volumes, stage level recorders, rainfall recorders and summary of site conditions in order to determine whether the Project is progressing to the meet the Project Outcomes (*i.e.*, vegetation cover, wildlife utilization observations, hydrographs depicting onsite hydrology, a photographic log containing a compilation of photos from the transect photo stations, transect summaries, tabular transect data, and indications of the vegetation's progress towards success) at the end of the Monitoring Period.
- 2) Annual: A Post-Project BEHI assessment shall be conducted within the stream restoration area each year during the Monitoring Period to assess improvements in erosion potential. Post-Project SCI and Stream Habitat

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Assessments will start in the second year of the Monitoring Period and be completed every year for the remainder of the Monitoring Period to assess improvements in the biological communities and stream habitat structure within the restored stream. The Rosgen 2009 measurement method will be applied at each permanent stream transect and will be surveyed relative to the closest established benchmark following project construction.

Task 13.B – Quarterly Reporting

During the Monitoring Period, the SERVICE PROVIDER shall submit quarterly reports ("Quarterly Reports") to the COUNTY summarizing monitoring, operational and maintenance activities to demonstrate that the project is operated and maintained in accordance with this Agreement, including this SOW. The Quarterly Report shall be submitted within one month of the end of each calendar quarter, beginning at the receipt of the CCC. In addition, the SERVICE PROVIDER shall prepare and submit management records using a template previously approved by the COUNTY's Project Manager. A description of any changes in structure management, damages to structures, date of damages or changes, the reasons for making changes, and general site conditions including other activities that affect the Project's performance shall be included in the Quarterly Reports.

Task 13.C – Annual Reporting

During the Monitoring Period, the SERVICE PROVIDER shall submit to the COUNTY an annual report summarizing annual monitoring, operation and maintenance activities for the year to demonstrate that the project is operated and maintained in accordance with the Agreement, including this SOW, and required permit compliance reporting. The annual report shall be submitted within 90 days of the end of each full operational year.

Task 13.D – Annual Certification Statement

During the Operation Period, the SERVICE PROVIDER shall submit to the County an annual certification statement. During the Monitoring Period, the annual certification statement and annual report referenced above in Task 12.C shall be submitted together as one document. During the Maintenance Period, the annual certification statement shall be submitted as a stand-alone document. The annual certification statement shall indicate that the Project was operated and maintained consistent with the approved plans and permits during the certification year and continues to operate as designed. It shall also include any scheduled maintenance activities performed and provide a brief discussion of any operational issues encountered during the certification year. The annual certification statement shall be submitted within 90 days of the end of each full operational year.

Task 13.E – Adaptive Monitoring and Management Plan

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During the Monitoring Period, SERVICE PROVIDER shall review the monitoring data collected during the previous operational year to confirm that the Project is progressing to meet the Project Outcomes at the end of the Monitoring Period under the average annual conditions used to establish the benefit estimates. For each Project Outcome that is inconsistent with the estimated benefits anticipated for similar conditions, antecedent and within the reporting period, an adaptive monitoring and management plan shall be submitted to the COUNTY within 30 days of the annual report submittal. The adaptive monitoring and management plan will describe the adaptive management measures that SERVICE PROVIDER will implement to improve performance and ensure that the Project is progressing to meet the Project Outcomes at the end of the Monitoring Period.

Task 13.F – Monitoring Completion Certification

Promptly following the Service Provider's determination that the Project Outcomes have been met, the Service Provider shall submit to the County a Monitoring Completion Certificate (the "Monitoring Completion Certificate"). The Monitoring Completion Certificate shall state that the Project Outcomes have been successfully met and contain supporting data and analysis. The Monitoring Period will end upon the County's approval (or deemed approval) of the Monitoring Completion Certificate in accordance with Section 18(a)(1) of the Agreement.

Task 13 DELIVERABLES:

- Digital copy of report documenting monitoring activities and collected data
 - Frequency: Wet Season – Monthly, Dry Season - Bimonthly
- Digital copy of annual post-project SCI and stream habitat assessment
- Digital copy of Quarterly Report summarizing monitoring, operational and maintenance activities and collected data
- Digital copy of annual report summarizing annual monitoring, operation and maintenance activities for the year and collected data
- Digital copy of annual certification statement indicating that the Project was operated and maintained consistent with the approved plans and permits during the certification year and continues to operate as designed
- As needed, digital copy of adaptive monitoring and management plan
- Digital copy of Monitoring Completion Certificate

TASK 14 – Final Report and Contract Closure

At the conclusion of the Project, the SERVICE PROVIDER will submit a final report and coordinate with the County for contract closure.

Task 14.A – Final Report

The SERVICE PROVIDER shall produce and submit a final report (the "Final Report") to the COUNTY within 90 days of the end of the Operation Period. The

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last annual monitoring report, which includes a summary of all data and activities that occurred throughout the Monitoring Period, shall be included in the Final Report. The Final Report shall provide a detailed summary of the Project performance as it relates to achieving the estimated benefits as measured during the Monitoring Period, an explanation of any deviations from this SOW, and a written discussion of previous, existing, and projected operational challenges and/or opportunities.

Task 14.B – Contract Closure and Conveyance Checklist

Prior to the transfer of the Project Property to the COUNTY in accordance with Section 7(b) of the Agreement, the SERVICE PROVIDER shall complete a project and property conveyance checklist developed as part of the Quality Control Plan to ensure all transfer activities, logs, reports, and training opportunities have been completed. Should the COUNTY elect not to attend a training that is offered by the SERVICE PROVIDER, the SERVICE PROVIDER may consider that item of the checklist complete and shall document the offering and attendance in the checklist and provide a copy to the COUNTY's Project Manager.

Once the checklist is provided to the COUNTY and the Project Property has been transferred to the County, the SERVICE PROVIDER and the COUNTY shall execute the expiration of the Agreement for recording purposes. At expiration of the Agreement, the SERVICE PROVIDER shall record a release of the Agreement with the Polk County Clerk of Courts and provide a copy of the recorded release to the COUNTY.

Task 14 DELIVERABLES:

- Digital copy of final report
 - Training offered by the SERVICE PROVIDER and list of COUNTY attendees
- Digital copy of conveyance checklist completed
- Digital copy of the recorded release of the Agreement
- Digital copy of documentation transferring Project Property to the COUNTY

EXHIBIT C - PAYMENT SCHEDULE

Task	Contract Item	Estimated Deliverable Completion Date*	Payment Schedule Details	COUNTY Payment to SERVICE PROVIDER
1-9	DESIGN			\$3,000,000 Total
1	<u>Site Assessment Report</u>	Calendar Q4 2023	Milestone Lump Sum Payment due upon submittal of the Site Assessment Report to COUNTY	\$1,500,000
	Item 1.A - Site Assessment Report			
2	<u>Technical Suitability</u>	Calendar Q3 2024	Milestone Lump Sum Payment due upon submittal of the Technical Suitability Package to COUNTY	\$1,000,000
	Item 2.A – Technical Suitability Report			
	Item 2.B – Construction Schedule of Values			
	Item 2.C – Project Schedule			
	<u>Engineering & Permitting</u>			
3	Item 3 - Engineering Design Documents – 60%	Calendar Q3 2024	Milestone Lump Sum Payment due upon submittal of 60% Design Package to COUNTY	\$125,000
4	Item 4 - Engineering Design Documents – 90%	Calendar Q4 2024	Milestone Lump Sum Payment due upon submittal of 90% Design Package to COUNTY	\$82,500
5	Item 5 - Quality Control Plan	Calendar Q4 2024	Milestone Lump Sum Payment due upon submittal of Quality Control Plan to COUNTY	\$20,000
6	Item 6 – Permitting Services for Application Development	Calendar Q4 2024	Milestone Lump Sum Payment due upon submittal of all Material Permit applications to COUNTY	\$61,250
7	Item 7 – Permitting Services Following Initial Application	Calendar Q2 2025	Milestone Lump Sum Payment due upon submittal of all Material Permits to COUNTY	\$26,250
8	Item 8 – Signed and Sealed Package	Calendar Q2 2025**	Milestone Lump Sum Payment due upon submittal of Signed and Sealed Package to COUNTY	\$35,000
9	<u>Operations, Maintenance, and Monitoring Plans</u>		Milestone Lump Sum Payment due upon submittal of Operations, Maintenance, and Monitoring Plans to COUNTY	\$150,000
	Item 9.A – Operations Plan	Calendar Q2 2025		
	Item 9.B – Maintenance Plan	Calendar Q2 2025		
	Item 9.C – Monitoring Plan	Calendar Q2 2025		

10-14		CONSTRUCTION, MONITORING, OPERATIONS AND MAINTENANCE		\$37,177,977 Total
10	Item 10 - Construction Start and Mobilization	Calendar Q2 2025	Milestone Lump Sum Payment due upon submittal of Construction Start and Mobilization Deliverables to COUNTY	\$5,500,000
11	<u>Construction</u>		After NTP of Task 11, monthly Progress Payments on a Percent Complete of Work Basis Based on the Construction Schedule of Values	\$25,577,977
	Item 11.A – Construction Documentation	Calendar Q4 2026		
	Item 11.B – Monitoring Equipment Installation	Calendar Q4 2026		
	Item 11.C – Construction Completion Certification	Calendar Q4 2026		
12	<u>Operations and Maintenance</u> Item 12 – Operations and Maintenance	Calendar Q4 2051	One (1) Milestone Lump Sum Payment due upon issuance by COUNTY of an NTP for Task 11	\$3,350,000
13	<u>Monitoring and Reporting</u>		Milestone Payment of \$68,750 due upon submittal of each of the first 40 Quarterly Reports submitted to COUNTY. \$2,750,000 aggregate amount will be paid over 10 years in 40 separate and equal milestone payments.	\$2,750,000
	Item 13.A – Monthly Monitoring and Data Collection	Calendar Q4 2036		
	Item 13.B – Quarterly Reporting	Calendar Q1 2037		
	Item 13.C – Annual Reporting	Calendar Q2 2037		
	Item 13.D – Annual Certification Statement	Calendar Q2 2037		
14	<u>Final Report and Contract Closure</u>			
	Item 14.A – Final Report	Calendar Q1 2052		
	Item 14.B – Contract Closure and Conveyance Checklist	Calendar Q1 2052		

* Final deliverable completion dates will be dependent on both the funding and project schedules. Updated completion dates will be included in the updated Project Schedule provided following the receipt of each NTP.

** Date is subject to Jurisdictional Agency reviews and schedules and is subject to change.

EXHIBIT D

Memorandum of Agreement

THIS INSTRUMENT WAS PREPARED BY:

Stephen Colomb
HGS, LLC
6575 West Loop South, Suite 300
Bellaire, TX 77401

STATE OF FLORIDA

COUNTY OF POLK

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "Memorandum"), dated October __, 2023, is made for the purpose of providing recordable evidence of that certain written Comprehensive Services Agreement executed on the 17th day of October, 2023 (as amended, modified or supplemented from time to time, the "Agreement"), by and between HGS, LLC dba RES Environmental Operating Company, a Virginia limited liability company having its principal offices at 6575 West Loop South, Suite 300, Bellaire, Texas 77401 ("Owner"), and Polk County, a political subdivision of the State of Florida, having its principal offices at 330 W. Church St. Drawer BC01, P.O. Box 9005, Bartow, Florida 33831-9005 ("County").

RECITALS

WHEREAS, Owner owns certain real estate located in Polk County, Florida, consisting of 396.320 acres, more or less, which land is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, the Property includes streams and wetlands, which may be suitable for qualification and approval as a water resources protection project (a "Project"), and which the parties anticipate will encompass the approximate area shown on the attached Exhibit B (the "Project Area"); and

WHEREAS, on the terms and conditions set forth in the Agreement, Owner and County have entered into the Agreement to, among other things, grant County an exclusive option ("the Option") to take ownership of the Property as improved by the Project.

NOW, THEREFORE, Owner and County hereby agree to execute this Memorandum for purposes of stating the following with respect to the Agreement and putting third parties on notice of the existence and terms thereof:

1. Recitals: The foregoing recitals are incorporated by reference into this Memorandum and shall be binding on the parties hereto.

2. Owner: The name and address of Owner are as set forth above.
3. County: The name and address of County are as set forth above.
4. Date of Agreement: The date of the Agreement is October 17, 2023.
5. Option for Conservation Declaration. County shall have the option to acquire the Property, as may be improved by the Project, subject to the terms and conditions of the Agreement.
6. Property Description: The Property affected by the Agreement is the real property described in Exhibit A attached hereto, including the Project Area depicted on Exhibit B attached hereto.
7. Conflicts. In the event of any conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Memorandum the day and year first above written.

OWNER:

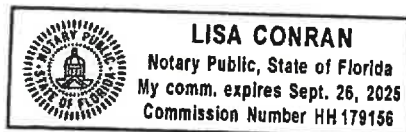
HGS, LLC

By: [Signature]
Name: Donald Seaborn
Title: Chief Growth Officer

STATE OF Florida :
COUNTY OF Polk : SS

On October 17, 2023, before me, a Notary Public for the state aforesaid, personally appeared Donald Seaborn, and that s/he executed, in my presence, the within instrument, and acknowledged that s/he executed the same for the purposes therein contained. 10 - DL-VIRGINIA DL A24614128
in person

IN WITNESS WHEREOF, I have set my hand and official seal.



[Signature]
Notary Public
My commission expires: _____

[SEAL]

COUNTY:

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: Alison Holland
Deputy Clerk

By: George Lindsey III
George Lindsey III, Chair
Board of County Commissioners

Date Signed By Chair 10/17/23

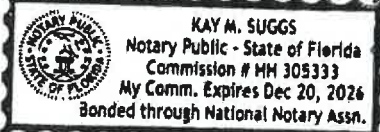
Reviewed as to form and legal sufficiency:

Sarah B. H.
County Attorney's Office

STATE OF FLORIDA :
: SS
COUNTY OF POLK :

On 10/17/2023, before me, a Notary Public for the State aforesaid, personally appeared George Lindsey III who acknowledged himself to be the chairman of the board of county commissioners of Polk County, a political subdivision of the State of Florida, and that he, in the capacity set forth above, on behalf of COUNTY, being authorized to do so, executed, in my presence, the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I have set my hand and official seal.

[SEAL] 

Kay M. Suggs
Notary Public
Kay M. Suggs, Notary Public
My commission expires:

Dec. 20, 2026

EXHIBIT A
to Memorandum of Agreement

Legal Description of Property

PARCEL 1

A PARCEL OF LAND, LOCATED IN SECTION 33 AND 34, TOWNSHIP 29 SOUTH,
RANGE 25 EAST AND SECTION 4, TOWNSHIP 30 SOUTH,

RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH
89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 33, A

DISTANCE OF 50.01 FEET TO THE NORTHWEST CORNER OF THE FIFTH PARCEL OF
LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT

PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID PARCEL, A
DISTANCE OF 200.02 FEET TO THE SOUTHWEST CORNER OF

SAID PARCEL;

THENCE SOUTH 89°32'22" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A
DISTANCE OF 200.02 FEET TO THE SOUTHEAST CORNER OF

SAID PARCEL;

THENCE NORTH 0°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A
DISTANCE OF 200.02 FEET TO A POINT ON THE NORTH LINE OF

SAID SECTION 34 SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY
LINE OF THE BARTOW NORTHERN CONNECTOR;

THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTHERLY RIGHT-OF-WAY
LINE

- 1) THENCE SOUTH 44°38'48" EAST, A DISTANCE OF 107.19 FEET;
- 2) THENCE SOUTH 66°46'00" EAST, A DISTANCE OF 300.34 FEET;
- 3) THENCE SOUTH 0°22'59" EAST, A DISTANCE OF 8.20 FEET;
- 4) THENCE SOUTH 89°31'45" EAST, A DISTANCE OF 19.42 FEET;
- 5) THENCE SOUTH 66°46'00" EAST, A DISTANCE OF 291.53 FEET TO A POINT ON THE
WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL

RECORDS BOOK 9476 AT PAGE 182 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 11°33'29" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 9.92 FEET TO THE CENTERLINE OF PEACE CREEK;

THE FOLLOWING THIRTEEN (13) CALLS ARE ALONG SAID CENTERLINE OF PEACE CREEK:

- 1) THENCE SOUTH 78°57'42" WEST, A DISTANCE OF 227.52 FEET;
- 2) THENCE SOUTH 62°41'16" WEST, A DISTANCE OF 221.65 FEET;
- 3) THENCE SOUTH 41°36'23" WEST, A DISTANCE OF 102.14 FEET;
- 4) THENCE SOUTH 13°57'30" WEST, A DISTANCE OF 93.38 FEET;
- 5) THENCE SOUTH 3°29'19" WEST, A DISTANCE OF 91.12 FEET;
- 6) THENCE SOUTH 27°23'26" EAST, A DISTANCE OF 124.02 FEET;
- 7) THENCE SOUTH 4°27'46" EAST, A DISTANCE OF 84.59 FEET;
- 8) THENCE SOUTH 62°10'44" WEST, A DISTANCE OF 100.93 FEET;
- 9) THENCE NORTH 81°12'24" WEST, A DISTANCE OF 81.06 FEET;
- 10) THENCE NORTH 31°29'10" WEST, A DISTANCE OF 92.37 FEET;
- 11) THENCE NORTH 19°15'46" WEST, A DISTANCE OF 88.11 FEET;
- 12) THENCE NORTH 63°18'41" WEST, A DISTANCE OF 72.37 FEET;
- 13) THENCE SOUTH 86°23'58" WEST, A DISTANCE OF 121.88 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4)

OF SAID SECTION 33;

THENCE SOUTH 0°22'59" EAST ALONG SAID EAST LINE, A DISTANCE OF 578.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST

ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE SOUTH 89°18'16" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER

(1/4), A DISTANCE OF 1,311.30 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST

ONE-QUARTER (1/4);

THENCE SOUTH 0°52'23" EAST ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4)

OF SAID SECTION 33, A DISTANCE OF 1,345.02 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (1/4) OF THE

NORTHEAST ONE-QUARTER (1/4);

THENCE SOUTH 89°41'00" WEST ALONG THE SOUTH LINE OF THE NORTH HALF (1/2) OF SAID SECTION 33, A DISTANCE OF 809.02 FEET TO A

POINT ON THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10406 AT PAGE 1238 OF THE PUBLIC RECORDS OF

POLK COUNTY, FLORIDA;

THE FOLLOWING THREE (3) CALLS ARE ALONG SAID WESTERLY LINE:

- 1) THENCE SOUTH 48°13'57" WEST, A DISTANCE OF 733.78 FEET;
- 2) THENCE SOUTH 2°57'56" WEST, A DISTANCE OF 1,078.50 FEET;
- 3) THENCE SOUTH 1°08'56" WEST, A DISTANCE OF 1,099.90 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33;

THENCE SOUTH 16°27'06" EAST, A DISTANCE OF 2,097.66 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 60;

THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE:

- 1) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 200.00 FEET;
- 2) THENCE SOUTH 17°16'34" EAST, A DISTANCE OF 168.00 FEET;
- 3) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 500.00 FEET;
- 4) THENCE NORTH 17°16'34" WEST, A DISTANCE OF 168.00 FEET;
- 5) THENCE SOUTH 72°43'26" WEST, A DISTANCE OF 406.48 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST ONE-QUARTER (1/4)

OF SAID SECTION 4;

THENCE NORTH 0°20'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 2,342.13 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST

ONE-QUARTER (1/4) OF SAID SECTION 4 SAID CORNER ALSO BEING ON THE SOUTH LINE OF SAID SECTION 33, TOWNSHIP 29 SOUTH,

RANGE 25 EAST;

THENCE NORTH 89°47'39" WEST ALONG SAID SOUTH LINE OF SECTION 33, A DISTANCE OF 1,879.51 FEET TO THE SOUTHWEST CORNER OF

SAID SECTION 33;

THENCE NORTH 2°03'12" WEST ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF

2,641.73 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 2°41'48" WEST ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (1/4), A DISTANCE OF 567.33 FEET TO A POINT

ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 17 (STATE ROAD 555) SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE

CONCAVE SOUTHEASTERLY, SAID CURVE HAS A RADIUS OF 7,534.44 FEET, TO WHICH A RADIAL LINE BEARS NORTH 66°25'06" WEST;

THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID EASTERLY RIGHT-OF-WAY LINE:

1) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°17'02" AN ARC DISTANCE OF 300.35 FEET;

2) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 1,034.27 FEET;

3) THENCE NORTH 54°40'35" EAST, A DISTANCE OF 114.13 FEET;

4) THENCE NORTH 25°51'56" EAST, A DISTANCE OF 225.08 FEET;

THENCE SOUTH 85°34'30" EAST, A DISTANCE OF 836.96 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL

RECORDS BOOK 7457 AT PAGE 1242 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 18°24'35" EAST, A DISTANCE OF 655.24 FEET;

THENCE NORTH 76°27'05" EAST, A DISTANCE OF 787.49 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (1/4) OF

SAID SECTION 33;

THENCE NORTH 53°49'51" EAST, A DISTANCE OF 1,608.61 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF

THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 0°52'23" WEST ALONG SAID WEST LINE, A DISTANCE OF 225.00 FEET TO THE NORTH LINE OF THE NORTHEAST

ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 88°55'55" EAST ALONG SAID NORTH LINE, A DISTANCE OF 272.80 FEET TO THE NORTHWEST CORNER OF THE SECOND

PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID SECOND PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090

AT PAGE 485, A DISTANCE OF 200.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 88°55'55" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO THE SOUTHEAST CORNER OF

SAID PARCEL;

THENCE NORTH 0°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO A POINT ON THE NORTH LINE OF

THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 88°55'55" EAST ALONG SAID NORTH LINE OF NORTHEAST ONE-QUARTER (1/4), A DISTANCE OF 350.03 FEET TO THE

NORTHWEST CORNER OF THE FIRST PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC

RECORDS OF POLK COUNTY, FLORIDA;

THENCE SOUTH 0°22'59" EAST ALONG THE WEST LINE OF SAID FIRST PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT

PAGE 485, A DISTANCE OF 200.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 88°55'55" EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO THE SOUTHEAST CORNER OF

SAID PARCEL;

THENCE NORTH 0°22'59" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 200.01 FEET TO A POINT ON THE NORTH LINE OF

THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 33;

THENCE NORTH 88°55'55" EAST ALONG SAID NORTH LINE OF NORTHEAST ONE-QUARTER (1/4), A DISTANCE OF 300.02 FEET TO THE POINT

OF BEGINNING.

TOGETHER WITH:

PARCEL 2

A PARCEL OF LAND, LOCATED IN SECTION 34, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID

SECTION 33, A DISTANCE OF 800.09 FEET TO THE NORTHEAST CORNER OF THE SIXTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS

BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 89°32'22" EAST ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 24.53 FEET TO THE NORTHWEST

CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9476 AT PAGE 182 OF THE PUBLIC RECORDS OF POLK COUNTY,

FLORIDA;

THENCE SOUTH 11°33'29" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 70.40 FEET TO A POINT ON THE NORTHERLY

RIGHT-OF-WAY LINE OF THE BARTOW NORTHERN CONNECTOR;

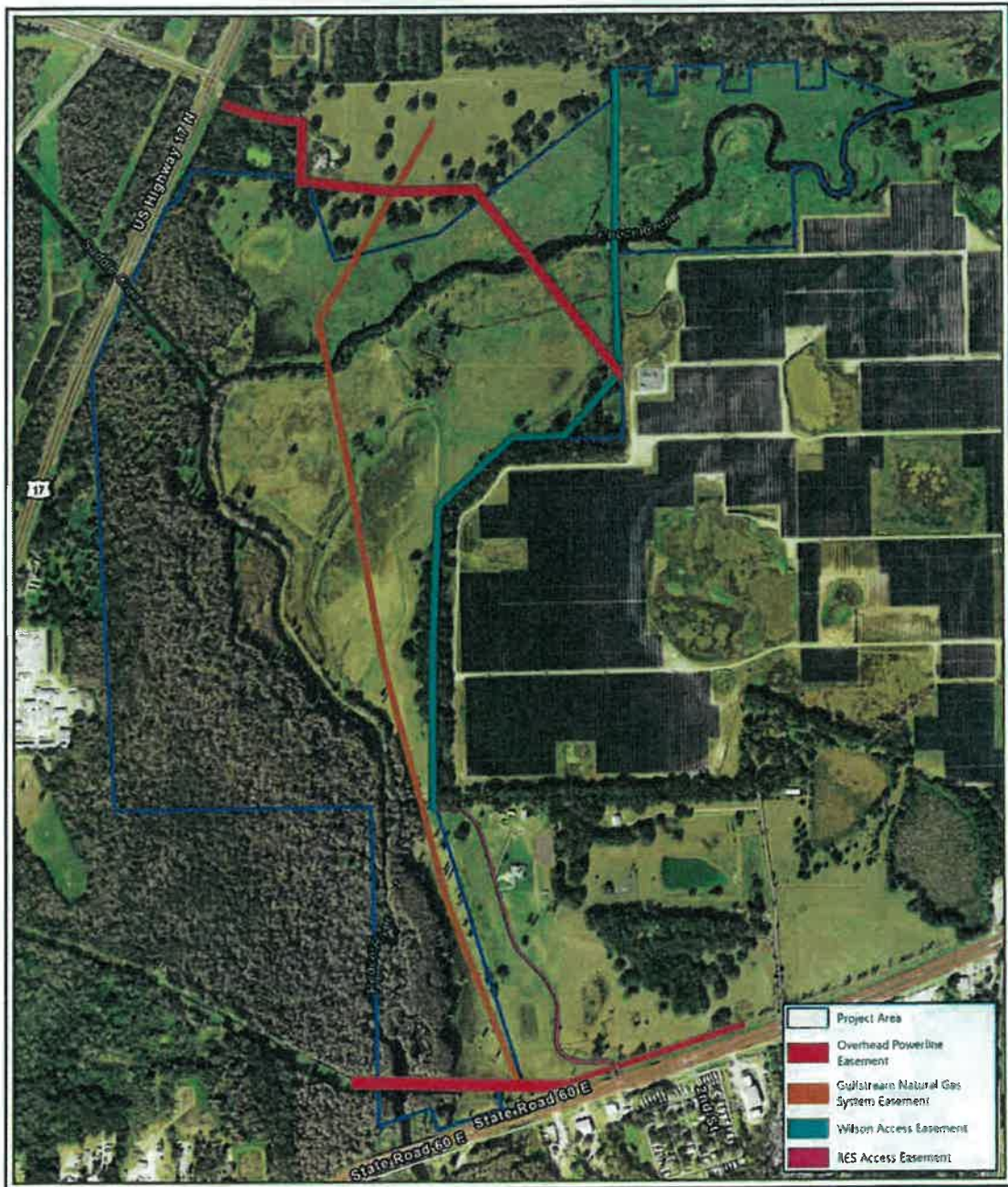
THENCE NORTH 66°42'03" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 41.68 FEET TO A POINT ON THE EAST LINE

OF THE SIXTH PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4090 AT PAGE 485 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

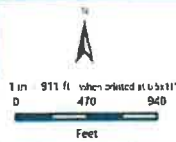
THENCE NORTH 00°22'51" WEST ALONG SAID EAST LINE, A DISTANCE OF 52.68 FEET TO THE POINT OF BEGINNING.

LOCATED IN POLK COUNTY, FLORIDA CONTAINING 396.320 ACRES MORE OR LESS.

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Project Area
Wilson Ranch
 Polk County, FL
 81° 51' W 27° 13' 34" N



Reference: Project limits are approximate. The property boundaries depicted on this map have not been surveyed and are for prospect assessment purposes only. This information is not to be used as legal boundaries. All dimensions and areas are approximate.
 Prepared by: RES
 Spatial Data: USGS
 All rights reserved. Polk County, Florida Geographical Information System



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 www.res.us

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, Suite 1000 Denver CO 80202 USA	CONTACT NAME: PHONE (A/C. No. Ext): (303) 758-7688 FAX (A/C. No.): (303) 758-9458 E-MAIL ADDRESS:														
INSURED HGS, LLC 6575 West Loop South Suite 300 Bellaire TX 77401 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: Scottsdale Ins Company</td><td>41297</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: Scottsdale Ins Company	41297	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Ins Co	16535														
INSURER B: Scottsdale Ins Company	41297														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 570102206022** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR BNSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOG OTHER:		VR50006957	10/01/2023	10/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$350,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$25,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		BAP 8633906 - 03	10/08/2023	10/08/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION		VES0004308	10/01/2023	10/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Automobile Excess Limit \$9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC863390703	10/08/2023	10/08/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Environmental Contractors and Prof		VR50006957 Prof/Poll - Claims Made	10/01/2023	10/01/2024	Ea Claim / Cvg \$1,000,000 Aggregate \$2,000,000 Deductible \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project Number: 105342, Project Name: Wilson Ranch Reserve, Project Site Location: FL. Polk County, a political subdivision of the State of Florida are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Excess Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Polk County in accordance with the policy provisions of the General Liability, Automobile Liability, Excess Liability and Workers' Compensation policies. Excess Liability policy includes excess coverage for General

CERTIFICATE HOLDER Polk County, political subdivision of the State of Florida PO Box 9005, Drawer AS06 1250 Golfview Drive Bartow FL 33831-9005 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc.</i>
---	--

Holder Identifier :

Certificate No : 570102206022



**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED HGS, LLC
POLICY NUMBER See Certificate Number: 570102206022		
CARRIER See Certificate Number: 570102206022	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

Liability Completed Operations and Pollution.



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED HGS, LLC	
POLICY NUMBER See Certificate Number: 570102206022			
CARRIER See Certificate Number: 570102206022	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured Schedule

Bayou Paul Mitigation Area, LLC
 Carolina Heelsplitter Conversation, LLC
 CBAY-VA, LLC
 Coastal Louisiana Resource, LLC
 EBX-EM, LLC
 EBX-GCW, LLC
 EBX-Neuse I, LLC
 EBX Mountain Run, LLC
 EBX-Waccamaw, LLC
 EBX Resource Banking, LLC
 Ecological Restoration Services, LLC
 Eighth Louisiana Resource, LLC
 Environmental Banc Exchange, LLC (EBX)
 Fifth Louisiana Resource, LLC
 First California Resource, LLC
 First Indiana Resource, LLC
 First Louisiana Resource, LLC
 RES Texas Mitigation, LLC
 First Texas Resource, LLC
 First Pennsylvania Resource, LLC
 First West Virginia Resource, LLC
 Fourth Louisiana Resource, LLC
 HGS LLC dba RES Environmental Operating Company, LLC
 Resource Project Specific Mitigation, LLC
 RLF Angleton Properties, LLC
 Second Louisiana Resource, LLC
 Seventh Louisiana Resource, LLC
 Sixth Louisiana Resource, LLC
 Third Louisiana Resource, LLC
 Third Texas Resource, LLC
 Wingnut Interests, LLC
 RES-Pac, Inc.
 Louisiana Pecans, LLC
 RES-Holding Company
 Potamoi Holdings, LLC
 RES Mitigation, LLC
 GDS, LLC
 Earthmark WV Mitigations, LLC
 Chesapeake Wetland Mitigation Bank
 Colonel Land, LLC
 Bunker Root Bear Stand, LLC
 Center for Restoration
 Greenbanx, LLC
 Red Brick Arrow, LLC
 CAT Island Conservancy, LLC
 RES Carolinas, LLC
 RES Kentucky, LLC DBA Redwing Ecological Services
 Headwater Management, LLC
 RES Great Lakes, LLC
 RES Florida, LLC

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED HGS, LLC
POLICY NUMBER See Certificate Number: 570102206022		
CARRIER See Certificate Number: 570102206022	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance**Excess Liability**

Excess Liability - Carrier: Colony Insurance Company - Policy No. EXO 4223659 (Effective 10/01/2023 - 10/01/2024) Limit: \$15M XS \$10M

Excess Liability - Carrier: Allied world Assurance Co (U.S.) Inc. - Policy No .0313-5521 (Effective 10/01/2023 - 10/01/2024) Limit: \$15M XS 25M

Excess Liability - Carrier: Allied world Assurance Co (U.S.) Inc. - Policy No .0313-5521 (Effective 10/01/2023 - 10/01/2024) Limit: \$15M XS 25M

Excess Liability - Carrier: Nautilus Insurance Company. - Policy No FFX2030895-14 (Effective 10/01/2023 - 10/01/2024) Limit: \$10M XS 40M