



**OWNERS ASSOCIATION, INC.
499 Saddlebag Lake Road
Lake Wales, FL 33898
863-696-2407**

March 11, 2026

Polk County Board of County Commissioners
330 W. Church Street
Bartow, FL 33830

Re: PH Citrus, LLC Non-Phosphate Mine Conditional Use Request – LDCU-2025-29

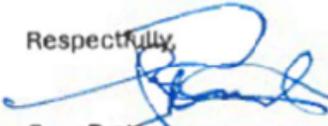
Dear Commissioners:

As you are aware, PH Citrus, LLC (“PHC”) previously presented a Conditional Use application (the “Application”) requesting approval to operate a non-phosphate mine on approximately 855 acres. The Application was considered by the Planning Commission and was denied by a 6-1 vote on December 3, 2025. PHC has since requested a de novo review of the Application by the Polk County Board of County Commissioners, which is scheduled for March 17, 2026.

Since the Planning Commission hearing, the Saddlebag Lake Owners Association (the “Association”) has engaged in constructive discussions with PHC regarding concerns raised by nearby residents. As a result of those discussions, PHC has agreed to make a significant modification to the Application and commitments to the Association, which are detailed in the Memorandum of Understanding attached hereto.

Based on these commitments and the removal of approximately 200 acres of the property from the mining proposal, the Association believes that PHC has taken meaningful steps to address the primary concerns of the Saddlebag Lake community. Accordingly, the Association supports PHC’s request for approval of the revised Application.

Thank you for your consideration of this matter.

Respectfully,

Greg Pratt
Board of Directors

MEMORANDUM OF UNDERSTANDING

 **March** THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made effective as of February 10, 2026 ("Effective Date") by and between SADDLEBAG LAKE OWNERS ASSOCIATION, INC., a Florida not for profit corporation ("SLOA") and PH CITRUS LLC, a Delaware limited liability company ("PHC").

BACKGROUND

PHC owns certain real property, consisting of approximately 855 acres, which is located near Mammoth Grove Road, east of Lake Wales, Polk County, Florida, (the "PHC Property"). SLOA is the owner of the common areas in the real property commonly known as the Saddlebag Lake Mobile Home Subdivision, which is located east of and adjacent to the PHC Property (the "Saddlebag Lake Subdivision"), and represents the interests of the owners of property in the Saddlebag Lake Subdivision (the "Saddlebag Lake Owners").

PHC applied for a conditional use permit which would enable it to use the PHC Property for a sand mine, to be known as the Mammoth Grove Sand Mine, prior to December 3, 2025. The application for the conditional use permit is referred to as LDCU-2025-29 (the "PHC Application").

The Saddlebag Lake Owners, including the SLOA, objected to PHC's original plan for the use of the PHC Property under LDCU-2025-29. After some discussion between the SLOA and PHC and their counsel, both parties have agreed to certain terms, which are set forth below, upon which PHC has modified the PHC Application (the "Modified PHC Application"), and SLOA will agree to publicly support the Modified PHC Application.

IN CONSIDERATION of the terms contained herein, the mutuality, adequacy and sufficiency of which are hereby acknowledged, SLOA and PHC hereby agree as follows:

1. Proposed Conditional Use Permit. PHC has modified the PHC Application to remove a parcel adjacent to the Saddlebag Lake Subdivision from the proposed mining area. The removed parcel consists of approximately 200 acres and is referred to as parcel 283001-000000-034000 by the Polk County Property Appraiser (the "Restricted Property"), which was filed on February 5, 2026.

2. Agreement to Restrict Use of Property; Recording. PHC will prepare and sign an Agreement to Restrict Use of Property in substantially the form attached hereto as Exhibit A (the "Restrictions"), which shall apply only to the Restricted Property. The Restrictions shall be executed in a form suitable for recording in the public records of Polk County, Florida. Within five (5) calendar days of the date on which PHC receives the letter of support from SLOA, PHC will deliver the Restrictions to counsel for the SLOA, who shall hold the Restrictions in escrow until such time as the Modified PHC Application has been approved and confirmed by a final non-appealable order.

After counsel for SLOA has been advised that the Modified PHC Application has been approved and confirmed by a final non-appealable order, then counsel for the SLOA may proceed to record the Restrictions in the public records of Polk County, Florida. Upon recording, the SLOA shall provide a copy of the recorded Restrictions showing the recording information to PHC.

In the event that the Modified PHC Application is denied, then the Restrictions shall not be recorded, counsel for the SLOA shall return the unrecorded Restrictions to PHC, and the agreement by PHC to restrict the use of the Restricted Property shall terminate and be of no further force and effect.

3. Letter of Support for Modified PHC Application. Within five (5) calendar days of effective of this MOU, the SLOA shall issue a letter of support for the Modified PHC Application, signed by the President of the SLOA, which letter shall state that the Board of Directors for the SLOA are in support of the Modified PHC Application; the letter of support shall be reviewed and approved by PHC. A copy of that letter shall be provided to PHC. The SLOA agrees that PHC may use the letter, by providing copies of the letter to the Polk County Planning Department, and the Polk County Board of County Commissioners.

4. Written Request to Saddlebag Lake Residents. Within five (5) calendar days of effective of this MOU, the SLOA shall issue a letter to the Saddlebag Lake Owners requesting that the Saddlebag Lake Owners provide support for and not in opposition of the Modified PHC Application, which was filed with the Polk County Planning Department on February 5, 2026. A copy of that letter shall be provided to PHC.

5. Termination of MOU. In the event that the Modified PHC Application is denied, then the parties agree that this MOU shall terminate and be of no further force and effect.

6. Miscellaneous.

a. Authority. Each party represents to the other party that its signatory below has the authority to bind that party to the terms of this MOU.

b. Compliance with Laws. Each party to this MOU shall comply with all applicable federal, state, and local governmental rules, regulations, laws, ordinances and statutes.

c. Notices. All notices required under this MOU shall be in writing in any manner following and shall be deemed to be properly served as indicated: (a) if delivered personally, on the date it is delivered; or (b) if sent by certified mail, five (5) business days after the letter, properly addressed, with postage prepaid, return receipt requested is deposited in the United States mail whether or not the addressee signs for such; or (c) if by a national overnight courier, one (1) business day following delivery with printed confirmation of delivery by such courier, at the following addresses or at such other place as SLOA or PHC may designate in writing:

If to PHC: PH Citrus LLC
c/o Mr. Richard W. ("Dick") Crockett
3650 Mansell Road, Suite 495
Alpharetta, GA 30022-3068

with copy to:

Peterson & Myers, P.A.
225 East Lemon Street, Suite 300
Lakeland, FL 33801
Attn: Shelton T. Rice, Esq.

If to SLOA: Saddlebag Lake Owners Association, Inc.
499 Saddlebag Lake Road
Lake Wales FL 33898
Attn: President

with copy to:

Becker & Poliakoff
625 North Flagler Drive, 7th Floor
West Palm Beach, FL 33401
Attn: Lisa Reves, Esq.

d. No Waiver; Binding Effect. No waiver or delay in enforcement of any breach of any term, covenant or condition of this MOU shall be construed as a waiver of any preceding or succeeding breach of any other term, covenant or condition of this MOU. The terms and conditions of this MOU shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this MOU, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this MOU, except as expressly provided in this MOU.

e. Construction; Severability. Headings and titles contained in this MOU are for reference only and shall not in any way affect the meaning or interpretation of this MOU. This MOU is the joint product of the parties and each provision hereof has been subject to the mutual consultation, negotiation and MOU of the parties and shall not be construed for or against any party hereto. Should any provision of this MOU be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law and, as modified, enforced. All other terms and conditions of this MOU shall remain in full force and effect and shall be construed in accordance with the modified provision, as if such illegal, invalid or unenforceable provision had not been contained herein.

f. Governing Law; Venue; Fees. This MOU, and all rights and obligations of the parties relating to this MOU, shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that exclusive and convenient venue for any action arising out of this MOU shall be the courts of Polk County, Florida. In any action or legal proceeding

between the parties arising out of this MOU, the non-prevailing party shall reimburse the prevailing party, on demand, for all costs, including reasonable attorneys' fees, incurred by the prevailing party in enforcing, defending or prosecuting this MOU.

g. Counterparts. This MOU may be executed in two or more counterparts, and by facsimile signatures or portable document format (.pdf or similar format), each of which need not contain the signatures of more than one party, but all of which, taken together, shall constitute one and the same instrument.

h. Amendment. This MOU may only be modified or amended in writing executed by the parties hereto with the same formalities and in the same manner as this MOU.

i. Assignment. Neither party may assign this MOU nor the duties and responsibilities contained herein without the prior written consent of the non-assigning party.

j. Entire Agreement. This MOU, together with all exhibits which may be attached hereto, constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or in writing, with respect to the subject matter hereof, and no other agreements or promises relating to the subject matter of this MOU which are not contained herein will be binding.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

Witnesses:



Print Name: Terence Ruff



Print Name: Bruce Brookshire

SADDLEBAG LAKE OWNERS
ASSOCIATION, INC.

By: 

Print Name: Greg Pratt

Title: Director

Witnesses:



Print Name: BART AMSAL



Print Name: Shelton Rice

PH CITRUS, LLC

By: 

Print Name: Matthew Whitty

Title: Manager

EXHIBIT A
TO MEMORANDUM OF UNDERSTANDING

Prepared by and return to:

**Lisa Reves, Esq.
Becker & Poliakoff
625 North Flagler Drive, 7th Floor
West Palm Beach, FL 33401**

DECLARATION OF RESTRICTIONS

This DECLARATION OF RESTRICTIONS (this "Declaration") is made and entered into as of the ____ day of February, 2026 (the "Effective Date"), by PH CITRUS, LLC, a Delaware limited liability company ("Declarant"), for the benefit of SADDLEBAG LAKE OWNERS ASSOCIATION, INC., a Florida not for profit corporation ("SLOA").

RECITALS

WHEREAS, Declarant is the owner of that certain real property located in Lake Wales, Polk County, Florida, more particularly described on Exhibit A attached hereto and hereby made a part hereof (the "Restricted Property"); and

WHEREAS, Declarant desires to subject the Restricted Property to certain restrictions and covenants as described below, for the benefit of the SLOA, subject to the terms and conditions set forth in this Declaration.

AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Restricted Property shall be held, transferred, sold, conveyed, used and occupied subject to the following terms:

1. **Use Restrictions.** For a period of twenty-five (25) years, beginning on the Effective Date of this Declaration, Owner agrees that Owner will not use the Restricted Property for non-phosphate mining purposes. Notwithstanding, the Owner shall be allowed to convey, transfer, maintain, or use the Restricted Property for any lawful purpose, as allowable by local, state, or federal law, in its sole discretion. At the expiration of the twenty-five year period described above, Owner may use the Restricted Property for any purposes whatsoever; provided, however, that if Owner uses the Restricted Property for a non-phosphate mine, Owner agrees to retain vegetated area remaining on the Restricted Property, which area is generally shown in crosshatch on the attached Exhibit B.

2. **Covenant Running with the Land.** The covenants, restrictions, conditions, and obligations set forth in this Declaration are intended to and shall constitute covenants running with

the land pursuant to Florida law. The Restricted Property shall be held, conveyed, encumbered, leased, used, and occupied subject to this Declaration, which shall be binding upon and inure to the benefit of Declarant and SLOA and their respective successors and assigns, and all present and future owners of any interest in the Restricted Property. These covenants shall run with and burden the Restricted Property for the term set forth herein.

3. Successors and Assigns. The rights and obligations contained herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto and all current and future owners, tenants, subtenants, licensees, assignees and occupants of the Restricted Property.

4. Amendment. This Declaration may be modified only by a written agreement executed by the mutual agreement of the then current owner of the Restricted Property and the SLOA, which shall be recorded in the Public Records of Polk County, Florida.

5. Enforcement of Rights. In the event that Declarant or any future owner of the Restricted Property fails to comply with any term of this Declaration, the SLOA shall have the right to enforce this Declaration by an action in law or in equity. The failure to enforce this Declaration by the SLOA shall in no event be deemed a waiver of the right of enforcement thereafter.

6. Authority. Declarant represents and warrants that it owns fee simple title to the Restricted Property and that it is authorized to enter into this Declaration.

7. Governing Law. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Declaration.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

PH CITRUS, LLC, a Delaware limited
liability company

Signature of Witness #1

By: _____

Printed Name of Witness #1

Print Name: _____

Address of Witness #1:

Title: _____

Signature of Witness #2

Printed Name of Witness #2

Address of Witness #2:

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of []
physical presence or [] online notarization, on this ____ day of February, 2026, by _____
, as _____ of PH Citrus, LLC, who [] is personally known to me,
or [] has produced _____ as identification.

Notary Public Signature
State of _____
Print Notary Name: _____
My commission expires: _____
(AFFIX NOTARY SEAL)

**EXHIBIT A
TO DECLARATION OF RESTRICTIONS**

A parcel of land being known as "Eighties" Parcel, as described in Official Records Book 8151, Page 981 of the Public Records of Polk County, Florida, said parcel lying and being in Section 1, Township 30 South, Range 28 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at a point marking the Northeast corner of the Southwest 1/4 of Section 1, Township 30 South, Range 28 East, Polk County, Florida; thence coincident with the East boundary of the Southwest 1/4 of said Section 1, S 00°35'41" E a distance of 2,596.59 feet to a point coincident with the North right-of-way boundary of Saddlebag Lake Road per Official Records Book 1582, Page 175 of the Public Records of Polk County, Florida; thence departing said East boundary, coincident with the North and West right-of-way boundary of Saddlebag Lake Road the following two (2) courses: 1.) S 89°25'48" W a distance of 709.78 feet; 2.) thence S 00°38'03" E a distance of 60.11 feet to a point coincident with the South boundary of the Southwest 1/4 of said Section 1; thence departing said West right-of-way boundary, coincident with said South boundary, S 89°25'47" W a distance of 1,717.61 feet to a point coincident with the Easterly boundary of a parcel of land known as Parcel 3 as described in Official Records Book 13146, Page 624 of the Public Records of Polk County, Florida; thence departing said South boundary, coincident with said Easterly boundary for the following two (2) courses: 1.) N 00°15'39" E a distance of 431.01 feet; 2.) thence N 76°22'41" W a distance of 244.74 feet to a point coincident with the West boundary of aforesaid Section 1; thence departing said Easterly boundary, coincident with said West boundary, N 00°24'56" W a distance of 3,497.10 feet to a point coincident with the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 1; thence departing said West boundary, coincident with said North boundary, N 89°26'24" E a distance of 1,323.42 feet to a point coincident with the East boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 1; thence departing said North boundary, coincident with said East boundary, S 00°30'49" E a distance of 1,330.12 feet to a point coincident with the North boundary of the Southwest 1/4 of said Section 1; thence departing said East boundary, coincident with said North boundary, N 89°28'23" E a distance of 1,325.69 feet to the POINT OF BEGINNING.
LESS & EXCEPT right-of-way for Mammoth Grove Road.

Polk County Parcel Identification Number 283001-000000-034000

EXHIBIT B
TO DECLARATION OF RESTRICTIONS

