

MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,
RURAL AND FAMILY LANDS PROTECTION PROGRAM
AND
POLK COUNTY, FLORIDA

THIS MEMORANDUM OF AGREEMENT is entered into this ____ day of _____, 2025, by and between the **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, RURAL AND FAMILY LANDS PROTECTION PROGRAM**, (RFLPP), which acts as agent for acquisitions by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Trustees), and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is 330 W. Church Street, Bartow, FL 33830 (County), collectively referred to herein as the Parties. Wherever used herein the terms "RFLPP" and "County" include their legal representatives, assigns, and successors.

RECITALS

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

B. The RFLPP and the County, in recognition of their mutual conservation efforts and responsibilities to the public, desire to enter into this Memorandum of Agreement (Agreement) to facilitate the acquisition of certain rights over the parcels depicted in Exhibit A and as identified by the parcel numbers listed in Exhibit B, both as attached hereto and incorporated herein by reference which collectively, comprise the G-3 Ranch Addition property (collectively, the "Property").

C. The County has determined the Property is eligible, pursuant to Polk County Ordinance No. 2022-050, as amended, for funding under the Polk County Environmental Lands Program for purchase of easements over environmentally or agriculturally significant lands within Polk County.

D. The RFLPP has determined the Property is eligible for funding as a perpetual rural lands protection easement ("Easement") a project approved by the Board of Trustees of the Internal Improvement Trust Fund due to its significant agricultural attributes.

E. The Parties have agreed to each pay a share of the purchase price related to the Property Easement.

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

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

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

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

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

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

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

County – An amount not to exceed \$500,000*

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

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

6. The County's share shall be up to \$500,000 of the purchase price of the Easement as described in Section 5, above. The Trustees' share shall be the remainder of the purchase price of the Easement plus the closing costs. For purposes of this Agreement, "closing costs" shall be limited to the cost of the survey, environmental audit, title insurance, recording costs, and any other costs as agreed upon by the Parties. The purchase price agreed to be paid to the Property owners shall not exceed the maximum value of an easement as determined in accordance with rule 5I-7.009, F.A.C. In the event County's share of the purchase price as described above exceeds County's available funds, then upon the County's notice of the same to RFLPP, it is understood and agreed that this Agreement shall terminate and the RFLPP may elect to acquire the Property Easement on behalf of the Trustees without the participation of County. The County may acquire the Property Easement without the participation of the RFLPP if the RFLPP has insufficient funds

to complete the purchase of the Property Easement. The Parties agree that RFLPP will obtain title and closing services for the closing of the Easement covered under this Agreement.

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

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

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

10. Title to the Easement shall be held solely in the name of the Board of Trustees of the Internal Improvement Trust Fund.

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

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

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

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

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

[SIGNATURES APPEAR OF FOLLOWING PAGES]

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

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

By _____
Joey Hicks, Director
Division of Administration

Date: _____

ATTEST:

_____ COUNTY, a political subdivision
of the State of Florida

By: _____

By: _____

Date Signed by Chair: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office