

Project Name: Peace Creek Restoration at Wilson Preserve

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CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is made the ____ day of _____, 2025, by HGS, LLC, dba RES Environmental Operating Company, a Virginia Limited Liability Company, whose principal offices at 6575 West Loop South, Suite 300, Bellaire, Texas 77401 ("Grantor"), in favor of Polk County, a political subdivision of the State of Florida, ("Grantee");

The Grantor and the Grantee are sometimes referred to in this Easement individually as the "Party" or collectively as the "Parties."

DEFINITIONS

For purposes of this Easement, the following terms, when capitalized, shall have the meaning given to them below. Additional definitions are sometimes expressly provided in the body of this Easement. When a term used in this Easement is not expressly defined herein it shall be defined according to the Zoning Ordinance of Polk County, Florida in effect at that time (the “Ordinance”), or if not defined in said Ordinance, according to the law governing the interpretation of contracts as applicable in the State of Florida.

Act: Florida Statutes §704.06 authorizing and providing for conservation easements in Florida, pursuant to the authority granted thereby this Easement is conveyed to and accepted by the Grantee.

Baseline: The Baseline Documentation is the report with an effective date of x/xx/xxxx which can be found in the offices of Polk County Parks and Natural Resources Division located at 4177 Ben Durrance Road, Bartow, FL 33830.

Boundary: Please see Exhibit A, legal description.

Building: An enclosed, roofed, Structure used or intended for supporting, storing, or sheltering materials, or any use or activity.

Building Envelope: An area described on Exhibit C to this Easement, within which the right to construct or locate Structures is Reserved on the Property by this Easement.

Code and Regulations: The Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, respectively, including the comparable provisions of any subsequent revision of the Code and/or Regulations.

Commercial: Making, or intending, to make a profit. Collection of fees from the public for use of the Property by a governmental agency shall not be deemed Commercial.

Day or days: Calendar days, not business days.

Effective Date: The date and time that this Easement is first recorded in the Office of the Clerk of the Circuit Court of Polk County, Florida.

Environmental Law: Any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive

material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

Grantee: Polk County, a political subdivision of the State of Florida.

Grantor: HGS, LLC, dba RES Environmental Operating Company, a Virginia Limited Liability Company and its successors and/or assigns in title to this Easement, plus the Grantor's invitees, and the Grantor's successors in title to the Property, any portion thereof, or interest therein, including tenants, lessees, and licensees of the Property, any portion thereof, or interest therein.

Ground Area: The square footage of a Structure, or Improvement (including any combination thereof), as measured at the exterior of the foundation (perimeter load-bearing) walls and/or piers thereof or, if there are no such foundation walls or piers, the square footage of ground covered by such feature.

Hazardous Materials: Any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Impervious Surface: Any surface paved with concrete, asphalt, chip and seal, and the like, but excluding loose gravel, wood chips or packed earth, and the Ground Area of any Building, Structure or Improvement. Impervious Surface shall not be deemed to include Roads, Utilities or fencing.

Improvements: Man-made additions to the Property and/ or man-made changes in topography, excluding Structures, Roads and Utilities, as defined herein, but including berms, ditches, ponds, fountains, pools (including swimming pools), tennis courts, fencing, pipes, pipelines, culverts, mailboxes, gates, gate posts, signs, decks, hunting stands and blinds, and patios.

Indemnified Parties: The Grantee's officers, employees, board members, partners, members, shareholders, beneficiaries, trustees, heirs, successors, and assigns, as the case may be.

Industrial Activity: The manufacturing, production, assembling, altering, formulating, repairing, renovating, ornamenting, finishing, cleaning, washing, dismantling, transforming, processing, recycling, adapting or servicing of, or the research and development of, any goods, substances, food, products or articles.

New: Occurring after the Effective Date.

Paragraph: The referenced Paragraph or subparagraph, and any and all of the subparagraphs of a

Paragraph, if any, unless otherwise specifically stated.

Pathway: A grass, dirt, or wood-chip pathway not to exceed eight (8) feet in width for pedestrian and/ or equestrian use.

Prescribed Burn: The controlled application of fire by qualified persons under appropriate weather conditions to maintain or restore the health of ecosystems that depend upon fire.

Property: The real property subject to this Easement as more particularly described in the legal description contained in Exhibit A. Even though the Property consists of multiple adjoining parcels; for all purposes of this Easement the Property shall be considered one (1) parcel.

Reserved: A use of the Property that is expressly reserved by the Grantor as a right under the terms of this Easement.

Road: A road not to exceed thirty (30) feet in width that may be paved, or provided with some other all-weather surface.

Structure: An assembly of materials forming a construction, including, among other things, Buildings, platforms, observation towers, water tanks, trestles, piers, open sheds, energy generators, or temporary Structures having no foundation or footing, but excluding Improvements.

Vehicle Trail: A one or two-track trail (to consist of dirt, wood chip, or loose gravel surface) not to exceed ten (10) feet in width.

Utility: A facility for the provision of infrastructure services including wells, water storage tanks; septic systems; electricity, internet, television, and telephone transmission lines; antennas for the transmission and reception of electro-magnetic energy; equipment used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass; but excluding wind generators, micro-hydro installations, and cell towers, unless otherwise expressly Reserved on the Property by the terms of this Easement.

RECITALS

WHEREAS, the Grantor is the owner in fee simple of the Property, and desires to grant to the Grantee, for the public purposes identified herein, this Easement over the Property and more specifically described in the legal description in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the Grantee is an organization authorized under the provisions of the Act to hold conservation easements, and is an "eligible donee" and a "qualified organization" under § 170(h)(3) of the Code; and is willing, as acknowledged by the signature of its Chairman below, to accept this Easement over the Property; and

WHEREAS, the Property qualifies as open space the preservation of which by this Easement will preserve the Property for the scenic enjoyment of the general public yielding a significant public benefit; and

WHEREAS, the Property qualifies as open space the preservation of which is pursuant to a clearly delineated federal, state or local governmental conservation policy and will yield a significant public benefit; and

WHEREAS, the Property provides shoreline protection along the Peace River, which spans 104.85 miles, and is situated at the headwaters where the Peace Creek and Saddle Creek converge, flowing downstream into Charlotte Harbor; and

WHEREAS, the Peace River is a contributor to the Peace River Watershed; and

WHEREAS, the Comprehensive Verified List published by the Florida Department of Environmental Protection (FDEP) pursuant to the Impaired Waters Rule, (Chapter 62-303, FAC, as amended) lists the Peace River (Associated Water Body Identification Number [WBID] 1623A, 1623B, 1623C, 1623D, 1623E, 1623F, 1623G, 1623H, 1623I, 1623J, 1646A, 1787A2, 2056A, 2056B, 2056C1, 2056C2.); and

WHEREAS, the Peace River, being impaired, based on the following water quality parameters: mercury, total phosphorus, chlorophyll-a, macrophytes, total nitrogen, and iron, requires measures to be taken to improve the waterbody; and

WHEREAS, the Property provides important water resource protection for the Peace River; and

WHEREAS, the Property contains a significant relatively natural habitat in which a fish, wildlife, or plant community, or similar ecosystem exists; and

WHEREAS, the Property also lies within several conservation priority areas: Florida Ecological Greenway Network (Priority 2), The Florida Wildlife Corridor (Priority 2), and The Strategic Habitat Conservation Area (Priority 5); and

WHEREAS, the Grantor and the Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving the natural values and scenic characteristics of the Property described in these Recitals, and in the Baseline; collectively, the "Conservation Values" of the Property; and

WHEREAS, the Grantee has examined and carefully considered the public benefits of the permanent protection of the Property by this Easement and has determined that acceptance of this Easement, and the commitment of the resources of the Grantee to the stewardship of this Easement in perpetuity, is in the best interests of the residents of Polk County, the State of Florida, and the United States, and that such preservation will result in a significant public benefit; and

WHEREAS, the Grantor further intends, as owner of the Property, to grant to the Grantee the right to preserve and protect the Conservation Values in perpetuity as defined herein; and

WHEREAS, the granting of this Easement over the Property is in furtherance of the clearly delineated governmental conservation policies of Polk County, Florida; and

WHEREAS, the Grantee agrees, by accepting this grant, to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and the generations to come; and

WHEREAS, this Easement irrevocably and unconditionally conveys a real property interest in the Property to the Grantee, and in exchange the Grantee binds itself to monitor the use of the Property, and to enforce the restrictions on the future use of the Property imposed by this Easement, in perpetuity. The Parties recognize that acceptance of the responsibility to permanently monitor and enforce such restrictions represents a substantial commitment of time and financial resources by the Grantee; and

WHEREAS, the Parties intend that the restrictions on the future use of the Property imposed by this Easement shall run with the land, and bind all future owners of the Property and any portion thereof and interest therein, and that this Easement shall be enforceable by the Grantee, in perpetuity.

1. DURATION OF EASEMENT

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

2. PURPOSE OF EASEMENT

It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wooded condition to provide a relatively natural habitat for fish, wildlife, plants or similar ecosystems, and to preserve portions of the Property as nature based recreation that sustains for the long term both the economic and Conservation Values of the Property and its environs, through management guided by the following principles:

- Conservation of critical wetlands
- Preservation of living shoreline
- Maintenance and improvement of water quality
- Provision of stormwater treatment
- Maintenance and enhancement of wildlife habitat
- Protection of surface water quality, the Floridan Aquifer, wetlands, and riparian areas
- Maintenance of existing upland/wetland natural communities
- Restoration of disturbed upland/wetland natural communities

The above purposes are hereinafter sometimes referred to as "the Conservation Purposes". Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the Conservation Purposes of this Easement.

3. Grantor Rights

The following uses and activities ("uses" and "activities" as used in this Easement shall be interchangeable and shall be deemed to have the same meaning), properly undertaken, are consistent with the Conservation Purposes, and are Reserved by the Grantor, subject to the condition, in each case, that such uses shall be undertaken in a manner that is consistent with the Conservation Purposes, and other specific standards that may be provided in connection with a particular use below. In some cases, the right to undertake a Reserved use is conditioned upon prior approval from the Grantee.

3.1 Structures, Building Envelopes, and Building Design

To construct, locate, own, use, lease (for use consistent with the provisions with the Easement), maintain, repair, renovate, remove, relocate, replace and reconstruct Structures and/or Improvements on the Property, subject to the following provisions:

- 3.1.1 **Use of Existing and Reserved Structures.** The Baseline identifies the existing Structures and/or Improvements on the Property. The Grantor Reserves the

rights to use these Structures and/or Improvements in their current locations as of the Effective Date as documented in the Baseline, and to use any additional Structures and/or Improvements expressly Reserved on the Property.

3.1.2 Building Envelope and the Use of Building Envelope. Exhibit C depicts an area of the Property, the boundaries of which are identified through the use of GPS coordinates, on which the Grantor may construct Improvements and/or non-Commercial Structures directly related to recreational activities.

3.1.3 Unless otherwise permitted by the terms of this Easement all Structures on the Property shall be located within the designated Building Envelope. No existing Structure may be relocated from its current location as of the Effective Date as documented in the Baseline unless it is relocated to the Building Envelope.

3.1.4 Prior to commencing any work on any New Structures and/or Improvements the Grantor shall physically locate and mark on the ground the proposed improvement/Structure and the boundaries of the Building Envelope and notify the Grantee.

3.2 Minor Improvements

The Grantor Reserves the right to make minor Improvements, such as mailboxes, entrance gates and posts, fencing, drainage ditches, culverts, wildlife observation platforms, Pathways, boardwalks and benches for sitting, anywhere on the Property, except as expressly prohibited by other terms of this Easement.

3.3 Utilities

The Grantor Reserves the rights to locate, use, maintain, repair, remove, and/ or relocate, Utilities within the Building Envelope.

3.4 Roads, Pathways, and Vehicle Trails

3.4.1 The right to create management access Roads, trails and firebreaks, to use, maintain and repair existing Roads, management bridge for access, trails, and firebreaks, if any, provided Roads, trails, and firebreaks shall not be paved with either pervious or impervious materials; provided however, stabilizing materials, such as crushed concrete, lime rock, or marl or clay, may be utilized on existing Roads and trails to prevent erosion. Existing asphalt pavement at the time of the Baseline may be repaired and resurfaced. Maintenance and repair of culverts and hard-bottom crossings is permitted, and any existing culverts may be replaced with hard-bottom crossings. Existing Roads and trails may be retrofitted with water catchment and turnout bars to prevent erosion as determined by the Grantor. Roads and trails shall be used as firebreaks where practical.

- 3.4.2 Areas disturbed for the construction or relocation of Roads, access bridge repair, maintenance or construction, Vehicle Trails, and/ or Pathways, which areas are not to be permanently occupied by a Road, Vehicle Trail or Pathway, shall be restored. In the event of the relocation of any Road, Vehicle Trail or Pathway, the area originally occupied by such feature shall be restored.
- 3.4.3 Grantor may install temporary firebreaks in the event of a wildfire or when conditions require an isolated burn. Grantor shall level out the plowed soil sufficiently to encourage natural regeneration of native vegetation.

3.5 Fences and Other Similar Structures

The Grantor Reserves the rights to repair, replace, maintain, improve or remove existing fencing as the Grantor deems necessary to secure the Property. The Grantor may also construct New fences to protect the Property, and/ or as part of a restoration effort, provided that any such New fences do not lead to increased wildlife mortality, decreased wildlife access, or significantly harm the Conservation Values. New fences may be maintained, repaired, replaced or removed by the Grantor.

3.5.1 Signs

The Grantor Reserves the right to locate signs on the Property for the sole purposes of: (1) stating the name of owners of the Property, the name of the Property, and/ or the address of the Property; (2) giving directions to visitors and providing regulations or guidelines; (3) providing warnings pertaining to trespassing, hunting, dangerous conditions; (4) notifying the public that the Property is subject to this Easement (5) educating the public on the water and natural resources. No sign shall exceed nine (9) feet per side, and no sign shall be internally lighted.

3.5.2 Billboards

No billboards shall be allowed on the Property.

3.6 Use and Parking of Vehicles

Vehicles may be parked on a permanent, long-term or short-term basis within the Building Envelope, and temporarily anywhere on the Property in connection with work and/ or activities expressly Reserved in this Easement. Vehicles and equipment necessary for restoration and land management activities are allowed.

3.7 Habitat Enhancement

The Grantor Reserves the rights to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property as set forth in the Baseline.

3.7.1 Restoration

In addition to landscaping Reserved within the Building Envelope, the Grantor Reserves the rights to plant and maintain native, non-noxious, plant species for the purpose of maintaining existing plant and animal habitat.

3.7.2 Grantor shall have the right to participate in natural resources mitigation and restoration projects. Grantor shall have the right to make landscape changes including earthwork and plant community alterations for purposes for creation, enhancement and restoration of natural resources.

3.7.3 The right to maintain or restore the existing natural upland, wetland, riparian communities on the Property, as depicted in the Baseline; or the right to restore the disturbed upland, wetland, or riparian to its native condition by engaging in activities that may include, but are not limited to, earthwork as permitted by the Army Corp of Engineers (ACOE) and the Southwest Florida Water Management District (SWFWMD), removal of invasive non-native plant and animal species, implementation of Prescribed Burn, and the reintroduction of native plant and animal species in consultation with qualified public or private land management agencies.

3.7.4 Areas disturbed by restoration activities that are not a part of the permanent restoration activities shall be restored back to a natural state.

3.8 Removal of Vegetation and Invasive Species

3.8.1 The Grantor Reserves the right to remove trees that pose a threat of injury to people, domestic animals or Reserved Structures or Reserved Improvements, and restoration implementation. In addition, the Grantor Reserves the right to clear vegetation (i) to maintain permitted Roads, Vehicle Trails, Pathways, and boardwalks; (ii) for fire prevention; and/or (iii) to stop the spread of insect infestation or disease.

3.8.2 The Grantor shall use reasonable efforts to control non-native invasive species and shall not, nor allow others to, plant or grow plants: 1) listed by the Florida Invasive Species Council (FISC) as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities); 2) listed in Federal Noxious Weed List (7CFR360, as may be amended); 3) listed in the State of Florida Noxious Weed List (5B-57 F.A.C.); 5) listed in a successor list to any of the above lists; 6) a similar list contained in the Restoration – Enhancement and Monitoring Plans; or 7) listed in the Baseline. (1 through 7 shall collectively be considered listed exotic or nuisance species).

3.8.3 Cutting, spraying with biocides, using approved biocontrols and removal of invasive non-native species shall be undertaken in a manner that avoids negative impacts to natural areas, minimizes soil erosion, siltation, or pollution of any waterbody.

3.9 Brush, Piles etc.

The Grantor Reserves the rights to create brush piles, provided that all materials contained in such piles are generated on the Property. Such brush piles may be burned.

3.10 Ponds

The Grantor Reserves the right to use and maintain ponds on the Property and to create ponds required within the Building Envelope referenced in 3.1.2.

3.11 Grading and Filling

The Grantor Reserves the right to grade, fill, level, berm or ditch on the Property, but only as necessary for uses expressly Reserved in this Easement. Any area disturbed by such work, including any parking or storage of equipment, materials, or debris, shall be promptly restored to a condition roughly equivalent to the surrounding undisturbed land, to the reasonable satisfaction of the Grantee, or to such other condition as the Grantee may approve in writing, upon the completion of construction work within approximately sixty (60) Days.

3.12 Pesticide and Fertilizer Use

The Grantor Reserves the rights to use pesticides (including, but not limited to, pesticides, insecticides, fungicides, rodenticides, and herbicides) to control and eradicate Nuisance Exotic Plant Species in accordance with the pesticide label.

3.12.1 The Grantor also Reserves the right to use fertilizer to maintain landscaping within the Building Envelope. Fertilizer shall be applied in accordance with the product label and according to agricultural best or improved management practices recommended by the U.S. Natural Resources Conservation Service, or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time.

3.13 Recreational Use

3.13.1 The Grantor Reserves the rights to use the Property for non-Commercial and public recreational uses such as hiking, hunting, fishing, wildlife observation, photography, or other traditional non-motorized, non-Commercial recreational activities.

3.14.2 The recreational rights of the Property will not go in effect until the completion of the 10-year monitoring period as more fully described in the project's Restoration – Enhance & Monitoring Plan.

4. Prohibited Uses.

In general, the Grantor hereby relinquishes, in perpetuity, the right to use the Property in ways that are inconsistent with the Conservation Purposes, and all such uses are prohibited. Specifically, the following uses of the Property are deemed to be inconsistent with the Conservation Purposes and are prohibited; except as expressly Reserved in Paragraph 3, Grantor Rights:

4.1 Structures and Improvements. The construction or placement of any Structures or Improvements on the Property.

4.2 Removal of Vegetation. The removal, destruction, or cutting of vegetation on the Property.

4.3 Alteration of Habitat. The alteration of habitat.

4.4 Grading and Filling. Grading, filling, and any other alteration of the existing topography of the Property.

4.5 Introduction of Non-native Species. The introduction of non-native plant or animal species on the Property.

4.6 Use of Chemicals. The use of chemicals on the Property, except expressly Reserved in Paragraph 3.12.

4.7 Roads, etc. The construction of any New Roads, Vehicle Trails, or Pathways on the Property, except expressly Reserved in Paragraph 3.4.

4.8 Use of Vehicles The non-emergency use of motorized vehicles or aircraft on the Property, except expressly Reserved in Paragraph 3.6.

4.9 Land Division. The division or de facto division of the Property (through sales, partition, long-term leases, or otherwise), including the transfer of any part of the Property separate from the remainder of the Property.

4.10 Agriculture Use. The location or operation of agricultural uses or occupations on the Property.

4.11 Mining and Mineral Extraction. Mining by strip or surface mining (including the extraction or removal of gravel, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances), or any

other method, and drilling and exploring for oil and/or gas, the recovery of coal-bed methane, on the Property.

4.12 Commercial Activity. Undertaking any Commercial activity on the Property.

4.13 Industrial Activity. Undertaking any Industrial activity on the Property.

4.14 Outdoor Storage and Dumping. The outdoor storage of materials, and the long-term parking and/or storage of equipment and/or vehicles (not to preclude temporary parking of vehicles actively engaged in work on the Property), and the dumping, disposal or storage of refuse, trash, toxic or other materials on the Property. This prohibition does not impose liability on the Grantee with respect to the Property, nor shall the Grantee pursuant to this, or any other provision of this Easement, with respect to the Property, be construed as having liability as an "owner or operator" or other "responsible party" within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar federal, state, or local laws.

4.15 Animal Slaughter. The slaughter of animals on Property.

4.16 Alcohol Production. Alcohol production on the Property.

4.17 Kennels. The construction, placement or use of any kennels on the Property.

4.18 Conveyance of Property. The Grantor is expressly prohibited from conveying the Property without the prior written approval of the Grantee, which approval may be withheld at the sole discretion of the Grantee.

4.19 Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

5. Rights of the Grantee.

To carry out the Conservation Purposes the following rights are conveyed to the Grantee by this Easement:

5.1 Entry for Monitoring and Enforcement. The rights to enter the Property to monitor the use of the Property and to enforce compliance with the terms of this Easement. The Grantee's right to enter the Property shall not be exercised in a manner that unreasonably interferes with uses of the Property that are consistent with the terms of this Easement. Prior to any entry upon the Property the Grantee shall give no less than seven (7) Days prior written notice to at least one (1) of the then owners of the Property, or to such owners' designated agent.

- 5.1.1 Upon written or verbal notice to the Grantor, Grantee shall have the right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural habitats on the Property. A written summary of findings shall be provided to the Grantor.
- 5.1.2 With Grantor's approval and at Grantee's sole expense, making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Property by the Grantor. Grantor shall be allowed to participate in all such observations and studies; and
- 5.1.3 Removing or controlling invasive plants or animals, at no additional cost to Grantor upon Grantor's consent, and at Grantee's option and sole expense.

5.2 Access to the Property Without Notice. The rights to enter the Property without notice if (i) the Grantee determines that immediate entry on the Property is essential to prevent, or mitigate, a violation, or imminent violation, of this Easement, or (ii) if the then owner of the Property has not provided the Grantee with an address to which such notice can be provided.

- 5.2.1 However, in the event of entry without notice, the Grantee shall limit its actions to those necessary to mitigate or prevent, said violation or imminent violation. In addition, in the event of entry without notice pursuant to provision (i) of this Paragraph 5.2, the Grantee shall provide to the Grantor a written explanation of the need for such entry and the actions taken as soon after such entry as reasonably practical.
- 5.2.2 To proceed at law or in equity to enforce the provision of this Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Property that may be damaged by any activity or use that is inconsistent with this Easement.

5.3 Enforcement. The right to prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost.

6. Recreational Use

- 6.1 The Grantee Reserves the rights to use the Property for non-Commercial and public recreational uses such as hiking, hunting, fishing, wildlife observation, photography, or other traditional non-motorized, non-Commercial recreational activities.
- 6.2 The recreational rights of the property will not go in effect until the completion of the 10-year monitoring period as more fully described in the project's Restoration – Enhancement & Monitoring Plan.

6. Baseline Documentation.

Baseline Documentation ("Baseline"), attached as Exhibit B, describes the existing condition and character of the Property. The Parties hereby acknowledge the accuracy of the Baseline and they acknowledge receipt of the Baseline prior to the execution of this Easement. The Baseline may be used to monitor compliance with the terms of this Easement and to assist in the enforcement of its terms. However, the Parties shall not be foreclosed from using other relevant evidence to assist in the resolution of any controversy regarding compliance.

7. Grantee's Remedies

7.1 Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is credibly threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Purposes of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within said period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability, Grantee, in its sole discretion, shall apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole but reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Paragraph 7.1 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or credibly threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph 7.1, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph 7.1 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the reasonable discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7.3 Waiver of Certain Defenses. Grantor hereby waives any defense of estoppel, adverse possession, or prescription.

7.4 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7.5 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraph 11.1 and 11.2; and (3) the existence or administration of this Easement.

8. Payment of Costs, Taxes or Assessments

8.1 Payment of Costs of Operation, etc. The Grantor shall bear all costs of operation, upkeep, and maintenance of the Property.

8.2 Payment of Taxes. The Grantor shall be responsible for the payment of all real estate taxes or assessments lawfully levied upon the Property and/or upon this Easement, and the Grantee shall have no obligation, or responsibility, for the payment of such taxes or assessments. The Grantee shall have the right to make any payment or to participate in any foreclosure or similar proceeding resulting from any delinquency, as necessary to protect its interest in the Property.

8.3 Indemnification. The Grantor shall indemnify the Grantee and the Indemnified Parties from any liability or expenses incurred by the Grantee

in connection with the payment of the costs and/or taxes that are the subject of this Paragraph.

9. Limitation on Liability

9.1 A Party's rights and obligations pursuant to this Easement shall terminate upon transfer of that Party's interest in the Easement, or in all of the Property, as the case may be, except that liability for the acts or omissions of such Party during the time that such Party held an interest in the Property shall survive transfer of any interest in the Property with respect to such Party.

9.2 Notwithstanding the foregoing, the Grantor shall remain responsible for compliance with the provisions of this Easement in the event of a lease of all or any portion of the Property.

9.3 Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, Florida Statutes. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Property.

9.4 Limitation of Grantee Rights / Liability. Nothing contained herein shall give rise, in the absence of a judicial decree, to any right or ability of Grantee to become the owner, arranger or operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") by exercising physical control over the day-to-day operations of the Grantor or becoming involved in management decisions of the Grantor regarding the generation, handling or disposal of hazardous substances. Grantee's liability is limited as provided in Section 704.06(1), Florida Statutes, and Section 768.28, Florida Statutes. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Property, except as may be expressly provided herein.

10. General Indemnification. Grantor shall indemnify and hold harmless Grantee, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee may be subject or incur, which arise from, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any and all federal, state, or local laws, including all environmental laws. Grantee shall act as independent contractors and not as employees or agents of the Grantor in the event Grantee enters the Property in the performance of any actions to which it is entitled to perform hereunder. It is understood between the Grantor and Grantee that nothing herein is intended, nor shall be interpreted to waive or limit any rights that either of the Grantee, its appointees, officers, agents, and/or employees have pursuant to principles of sovereign immunity or any other applicable law.

11. Assignment by the Grantee

11.1 Grantee will hold this Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Easement except to another qualified organization or entity within the meaning of § 170(h)(3) of the IRS Code and the applicable Regulations, but only if the Grantee conditions such assignment on the requirement that all restrictions and Conservation Purposes set forth in this Easement shall be continued in perpetuity. Such assignment shall be recorded in the Official Records of Polk County, Florida.

11.2 The Grantee shall give thirty (30) Days written notice to the then owner of the Property prior to assigning this Easement. The Grantee shall, whenever reasonably practical, honor such owner's preferences regarding an assignee of this Easement, provided they are made known to the Grantee within said period.

12. Environmental Warranty. The Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. The Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Property. The Grantor further warrants

that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

Furthermore, the Grantor warrants the information disclosed to Grantee regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate. Moreover, the Grantor hereby promises to hold harmless and indemnify the Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by the Grantor.

The Grantor's indemnification obligation will not be affected by any authorizations provided by the Grantee to the Grantor with respect to the Property or any restoration activities carried out by the Grantee on the Property; provided, however, that the Grantee will be responsible for any Hazardous Materials contributed after the Effective Date to the Property by the Grantee.

13. MISCELLANEOUS

13.1 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

13.2 Recordation. Grantor shall record this instrument and any amendments in timely fashion in the official records of Polk County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

13.3 Reference to Easement Required. Reference to this Easement shall be made in a separate paragraph of any subsequent deed, or other legal instrument, by which any portion of, or any interest in (including a leasehold interest) the Property is conveyed. Such reference shall include the recording data pertaining to this Easement. Failure to provide this reference shall not in any way affect the validity or enforceability of this Easement against any subsequent owner of the Property, or the validity of such conveyance.

14. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this

Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of the Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

14.1 Venue and Jurisdiction. The Parties agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to the enforcement or violation of any of the terms of this Easement shall be the Circuit Court of Polk County, Florida, and no proceeding shall be initiated in any other court, except for appeals from the decision of said court.

14.2 Extinguishment of Development Rights. All current and future residential, commercial, industrial, and development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property, except as specifically Reserved by the Grantor in this Easement, are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

As an elaboration, but not a limitation, of the foregoing, for purposes of this Paragraph, the Property shall be considered to be non-existent for purposes of all development rights and/or development potential, or calculations pertaining thereto, of any and every nature, except as expressly Reserved by the Grantor in this Easement.

14.3 Relation to Governmental Land Use Regulations. This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, or local law, or ordinance, or regulation. Notwithstanding any other provision of this Easement, the land use regulations of Polk County, Florida, including its zoning ordinance and subdivision ordinance, shall apply to the Property and shall take precedence over this Easement to the extent that such regulations are more restrictive than the terms of this Easement. The fact that the Grantor has Reserved certain uses by the provisions of this Easement, shall not be deemed to allow or authorize any use that is inconsistent with such land use regulations.

14.4 Merger. The Grantor and the Grantee agree that in the event the Grantee acquires a fee interest in the Property or any portion thereof, this Easement shall not merge into the fee interest but shall survive the deed and continue to encumber the Property.

15. Amendments. This Easement may be amended only if, in the sole, exclusive, and reasonable judgment of the Grantee, such amendment is consistent with the Conservation Purposes and complies with all applicable laws and regulations. The Grantor must provide timely written notice to the Grantee of any proposed amendments. Prior to the signing and recordation of the amended Easement, such amendment(s) must be mutually agreed upon by the Grantee and the Grantor. Any amendment of this Easement shall be recorded in the Office of the Clerk of the Circuit Court of Polk County, Florida.

15.1 Cost Recovery. The Parties hereby agree that the Grantee may recover from the Grantor its costs incurred in responding to requests initiated by the Grantor involving matters such as boundary line adjustments, easement amendments, project reviews for ecosystem services, preparation of reports to facilitate sales, and access or Utility easements over the Property.

16. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

17. Termination of Rights and Obligations. A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

WITNESS the following signatures beginning on the following page:

IN WITNESS WHEREOF, the Parties hereto have each executed this Easement as of the respective dates shown below.

HGS, LLC, dba RES Environmental Operating Company, LLC, a Virginia limited liability company

By: Resource Environmental Solutions, LLC, a Louisiana limited liability company, its manager

By: _____

Justin Freedman, Regional General Manager

Date: _____

Witness #1

Print Name

Address

Witness #2

Print Name

Address

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by Justin Freedman as regional general manager of Resource Environmental Solutions, LLC, manager of HGS, LLC, dba RES Environmental Operating Company, LLC, on behalf of the Grantor, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public- State of Florida

Sign: _____

My Commission Expires; _____

Print Name: _____

SEAL

WITNESSES:

Print Name

Date: _____

Signature

Counter-part Signature Page Two of Two

POLK COUNTY, a political subdivision of the State of Florida, Grantee

By: _____ (SEAL)

Martha Santiago, Chairman

STATE OF FLORIDA

COUNTY OF POLK

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by Martha Sanitago as Chairman of the Polk County Board of County Commissioners, on behalf of the Grantee, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public- State of Florida

Sign: _____

My Commission Expires; _____

Print Name: _____

SEAL