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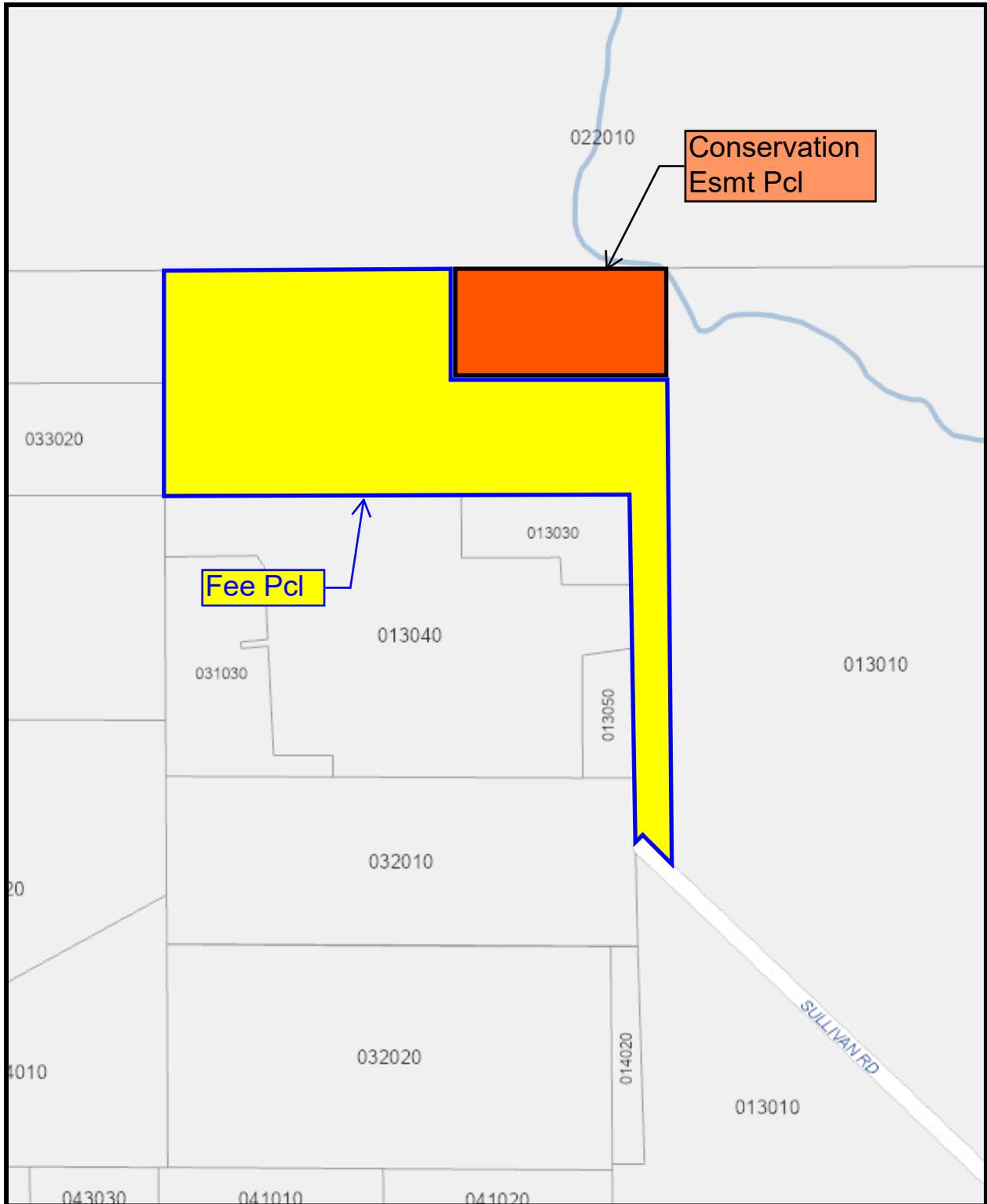
Subject Area

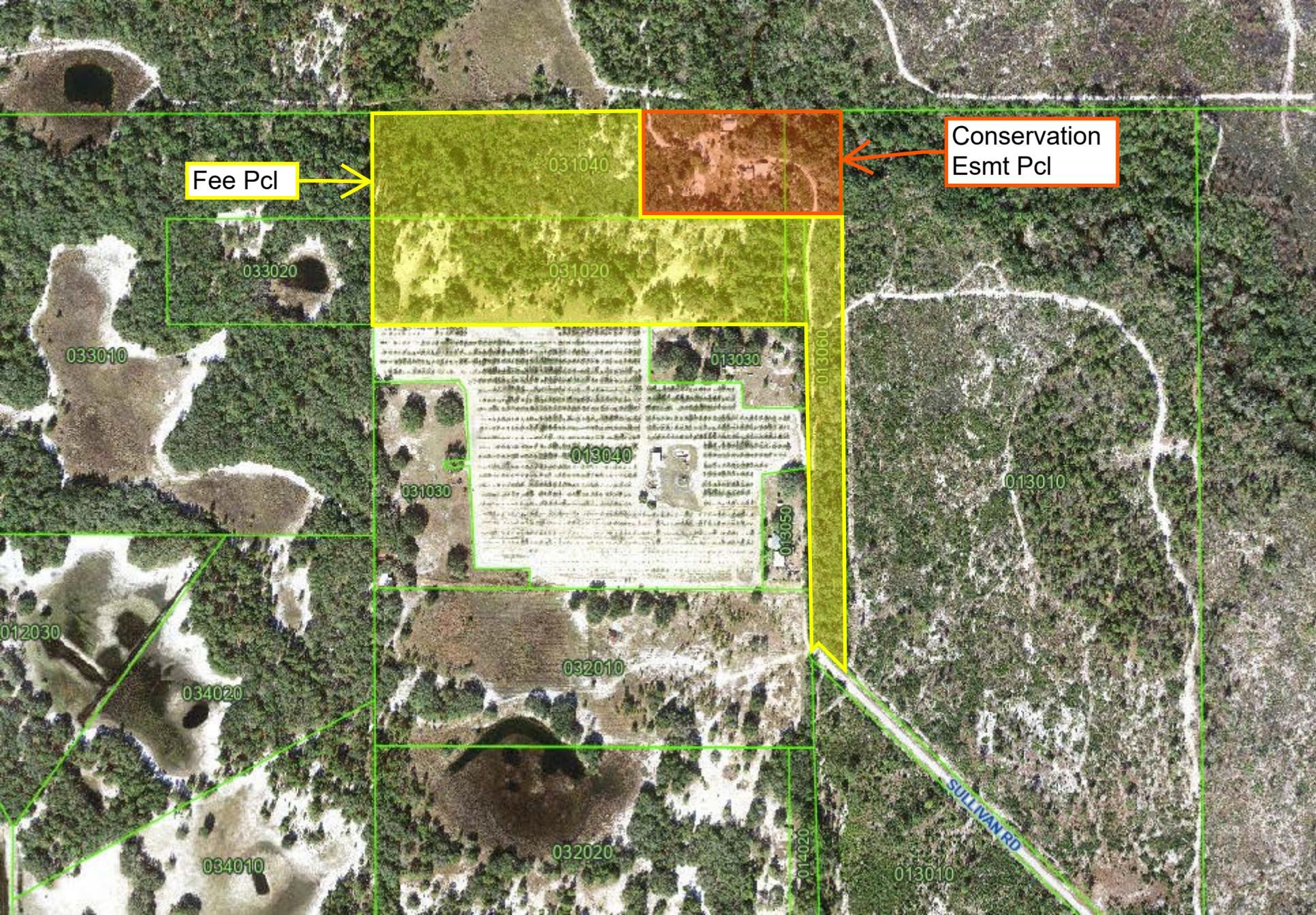
Lake Weohyakapka

Section 6, Township 31 South, Range 29 East



SECTION 06, TOWNSHIP 31 SOUTH, RANGE 29 EAST





Fee Pcl

Conservation
Esmt Pcl

031040

033020

031020

033010

013030

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013050

013060

013010

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034020

032010

SULLIVAN RD

034010

032020

014020

013010

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made and entered into as of the Effective Date (defined in Section 4 below), by and between **STEVEN C. MORRISON**, an unmarried widower, and **SALLY MORRISON**, a single woman, whose address is 4500 Sullivan Road, Lake Wales, FL 33898, referred to as "Sellers", and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 9005, Bartow, Florida 33831, referred to as "Purchaser."

1. **AGREEMENT TO SELL.** Sellers hereby agree to sell to Purchaser and Purchaser hereby agrees to purchase from Sellers that certain real property, or portions thereof, containing approximately 20.79 acres, identified as Parcel ID Numbers 293106-000000-031020, 293106-000000-013020, part of 293106-000000-013060 and part of 293106-000000-031040, as more particularly described in the attached Exhibit "A", located in Polk County, Florida, together with all improvements, easements, and appurtenances (the "Property"), in accordance with the provisions of this Agreement. Sellers further agree to sell and grant and Purchaser hereby agrees to purchase from Sellers a conservation easement over the property more particularly described in the attached Exhibit "B" (the "Easement") by a Conservation Easement, the form of which shall be generally consistent with the Conservation Easement attached hereto as Exhibit "C." Subject to the approved exceptions, the conveyance of the Property will include, without limitation, all improvements on the land and all rights with respect to the Property, including, but not limited to, all water rights, all mineral rights, all oil and gas rights, and all other rights connected with the beneficial use and enjoyment of the Property, and shall include a reservation by the Sellers of a thirty (30) foot wide easement for ingress and egress to the Easement. Said ingress/egress easement is more particularly described in that certain Warranty Deed recorded in O.R. Book 1948, at Page 1132, Public Records of Polk County, Florida.

2. **ACKNOWLEDGMENT.** The parties acknowledge the exchange of promises and other good and valuable consideration, the sufficiency of which the parties acknowledge support the value of this Agreement to the parties.

3. **TOTAL PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property and Easement is Four Hundred Fifteen Thousand Nine Hundred Seventeen and 50/100 Dollars (\$415,917.50). The Purchase Price will be paid by Purchaser at Closing, subject only to the pro rations and adjustments as otherwise provided in this Agreement. The Purchase Price shall be paid to the Title



Company (hereinafter defined) by Purchaser via county warrant, or electronic wire transfer.

Sellers acknowledge and agree that Purchaser shall take fee simple title to all of the Property at Closing and a perpetual easement interest in the Easement. Unconditional conveyance of the Property in fee simple and a grant of a perpetual easement interest in the Easement from Sellers to Purchaser will take place at the Closing, in exchange for the payment to be made to the Sellers at Closing as set forth in this section.

4. **TIME FOR ACCEPTANCE.** Sellers acknowledge and agree that its execution of this Agreement constitutes a binding offer to sell the Property and Easement to Purchaser for the Purchase Price, as stated above. Said binding offer shall be valid and enforceable from the date of Sellers' execution of this Agreement through March 17, 2026. The effective date of this Agreement, for purposes of performance, shall be regarded as the date when the Polk County Board of County Commissioners approves this Agreement on behalf of Purchaser (the "Effective Date"), which date may be no later than March 17, 2026. If this Agreement is not approved on behalf of the Purchaser by March 17, 2026, this Agreement shall automatically terminate without further notice and the parties shall have no further rights or obligations hereunder. Acceptance and execution of this Agreement shall void any prior contracts or agreements between the parties concerning the Property unless incorporated by reference herein. In such event, the parties shall have no further rights or obligations to each other hereunder.

5. **ENVIRONMENTAL AUDIT.** Intentionally Omitted.

6. **HAZARDOUS MATERIALS.** Intentionally Omitted.

7. **Wood-Destroying Organisms Inspection.** Intentionally Omitted.

8. **Roof Inspection.** Intentionally Omitted.

9. **SURVEY.** Purchaser may have the Property surveyed at its sole cost and expense. The survey (the "Survey") shall be done in accordance with the minimum technical standards for land surveying as adopted by the Florida State Board of Surveyors and Mappers, shall state the acreage of the Property, shall locate all title exceptions listed in the Title Commitment and be signed and sealed by a Florida registered land surveyor or professional engineer licensed by the State of Florida. If the Survey shows any encroachment on the Property or improvements intended to be located on the Property encroach on land of another, the same shall be treated as a Title Defect under Section 11 below.

10. **TITLE INSURANCE.** Purchaser shall, at its sole cost and expense and at least fifteen (15) days prior to the closing of the transaction contemplated herein (the "Closing"), obtain a title insurance commitment (the "Title Commitment") prepared by American Government Services Corporation (the "Title



Company”), to be followed by an owner’s marketable title insurance policy insuring marketable title to the Property in the amount of the Purchase Price. Sellers shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, except for those not yet due and payable, (b) unrecorded rights or claims of parties in possession (except as hereinafter allowed), (c) survey matters, subject to Purchaser delivering a current certified survey to Sellers and Title Company as further described in Section 9 of this Agreement, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics’ liens.

11. **DEFECTS IN TITLE.** If the Title Commitment or Survey contains exceptions to title which are not acceptable to Purchaser in Purchaser’s sole and absolute discretion, then Purchaser shall notify Sellers of any and all objections to same in writing at least fifteen (15) days prior to Closing. Any such objection by Purchaser shall be deemed a “**Title Defect.**” whether shown on the Survey or disclosed in the Title Commitment. Such notice is referred to herein as the “**Notice of Title Defect.**” Sellers shall provide notice to Purchaser within five (5) days of receipt of the Notice of Title Defect which, if any, of the Title Defects Sellers intend to cure prior to Closing. Sellers shall be deemed to refuse to cure any and all Title Defects which it does not expressly elect to cure in such notice. Sellers shall not be required to take any action to eliminate any Title Defect which it elects or is deemed to have elected not to cure. If Sellers do not provide written notice to Purchaser within five (5) days from receipt of Purchaser’s Notice of Title Defect that it intends to cure all Title Defects, then Purchaser may terminate this Agreement. Purchaser shall also have the right to object at any time to any Title Defect placed of record subsequent to the effective date of the Title Commitment, whether by virtue of an update to the Title Commitment or as indicated on an updated Survey or otherwise. If Sellers shall fail or decline to cure any Title Defects required or agreed to be cured by Sellers prior to Closing, then, at the option of Purchaser, Purchaser may (i) terminate this Agreement, or (ii) proceed to Closing without satisfaction of Purchaser’s objection(s).

12. **LEASES.** Intentionally Omitted.

13. **INTEREST CONVEYED.** At Closing, Sellers shall execute and deliver to Purchaser a warranty deed (the “Warranty Deed”), in accordance with Section 689.02, Florida Statutes, conveying to Purchaser marketable title to the Property in fee simple and grant a perpetual easement interest in the Easement by a Conservation Easement which shall be generally consistent with the form attached hereto as Exhibit “C,” free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those encumbrances that do not impair the marketability of the title to the Property and except for those matters shown on the Survey or in the Title Commitment and accepted or deemed acceptable by Purchaser. Said Warranty Deed shall contain a reservation that the



Sellers reserve unto themselves, their heirs and assigns, a perpetual easement for ingress, egress and utilities over the thirty (30) foot wide easement area, as more particularly described in that certain Warranty Deed recorded in O.R. Book 1948, at Page 1132, Public Records of Polk County, Florida.

14. **PREPARATION OF CLOSING DOCUMENTS.** Upon execution of this Agreement, Sellers shall, if applicable, submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, Florida Statutes. The Title Company will conduct the Closing and will prepare the deed described in Section 13 of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes. All prepared documents shall be submitted to Purchaser and Sellers for review and approval at least five (5) days prior to the Closing.

15. **OWNERS AFFIDAVIT/CONSTRUCTION LIENS.**

a. At Closing, the Sellers shall furnish to the Purchaser an Owner's Affidavit(s) ("Owner's Affidavit") swearing that there have been no improvements to the Property within ninety (90) days immediately preceding the Closing Date (as defined in Section 21 of this Agreement), except for those which have been paid for in full, in order to enable the Title Company to delete the construction lien exception from the Title Commitment. If the Property has been improved within ninety (90) days immediately preceding the Closing Date, the Sellers shall deliver appropriate releases or waivers of all construction liens and the Seller's construction lien affidavit in order to enable the Title Company to delete the construction lien exception from the Title Commitment. In addition, the Owner's Affidavit shall be acceptable to the Title Company in order to enable the Title Company to delete the unrecorded easements, parties in possession, and other standard exceptions from the Title Commitment.

b. Sellers shall comply with the provisions of the Foreign Investment Real Property Tax Act, Section 1445 of the Internal Revenue Code (FIRPTA). In the event the Sellers are not a "non-resident alien" or a "foreign person" as defined within the meaning of FIRPTA, then Sellers shall provide to the Purchaser at Closing, a non-foreign affidavit in a form acceptable to the Title Company ("Non-Foreign Affidavit"); or in the event the Sellers are a "non-resident alien" or "foreign person" within the meaning of FIRPTA and Sellers have not otherwise obtained an exemption or other written release from the Internal Revenue Service (IRS), then the Title Company shall withhold a sum equal to fifteen (15) percent of the Purchase Price, or such amount set forth in any written release from the IRS, from Sellers' proceeds at Closing and pay such sum to the IRS within ten (10) days from Closing.

16. **DOCUMENTS FOR CLOSING.**

a. At Closing, Sellers shall execute and deliver (or cause to be executed and

delivered) to Purchaser the following documents and instruments ("Seller's Documents"): the Warranty Deed, the Owner's Affidavit, the Non-Foreign Affidavit, a closing statement, a certificate stating that the representations and warranties contained in this Agreement are true and correct, and all other documents and instruments provided for under this Agreement, reasonably required by the Title Company, or reasonably required by Purchaser to consummate the transaction contemplated by this Agreement, all in form, content and substance reasonably required by and acceptable to Purchaser and Sellers.

b. If Sellers are not an individual, then Sellers shall prepare and deliver to Purchaser, or Title Company, at least five (5) days prior to Closing, evidence satisfactory to Purchaser that Sellers have complied with any corporate, trust, limited liability company, general partnership, or limited partnership requirements necessary to authorize the sale and conveyance of the Property in accordance with the provisions of this Agreement.

17. **PURCHASER REVIEW FOR CLOSING.** Purchaser will approve or reject each item required to be provided by Sellers under this Agreement within fifteen (15) days after receipt of all required items, provided any rejections are reasonable. Sellers will have fifteen (15) days thereafter to cure and resubmit any reasonably rejected item. In the event Sellers fail to timely deliver any item, or Purchaser reasonably rejects any item after delivery, Purchaser may in its discretion extend the Closing for up to fifteen (15) days, but not later than April 1, 2026.

18. **EXPENSES.** Purchaser will pay the documentary revenue stamp tax and costs associated with the conveyance. Purchaser will pay the title insurance premium, closing fee, title search fee, and recording cost for the deed and ancillary recording costs associated with the Closing. Each party shall pay their own attorney's fees.

19. **TAXES AND ASSESSMENTS.** All real estate taxes prior to 2026, and all certified confirmed and ratified assessments which are a lien against the Property shall be satisfied of record by Sellers at Closing, all current real estate taxes shall be pro-rated as of Closing, and all other assessments shall be assumed by Purchaser at Closing. In the event Purchaser acquires fee title to the Property between January 1 and November 1, Sellers shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of Closing, based upon the current assessment and millage rates on the Property. In the event Purchaser acquires fee title to the Property on or after November 1, Sellers shall pay at Closing an amount equal to the taxes that are determined to be legally due and payable to the county tax collector.

20. **ADDITIONAL CONDITIONS PRECEDENT TO CLOSING.** In addition to all other conditions



precedent to Purchaser's obligation to consummate the purchase and sale contemplated herein as provided elsewhere in this Agreement, the following shall be additional conditions precedent to Purchaser's obligation to consummate the purchase and sale contemplated herein:

- a. The physical condition of the Property shall be substantially the same on the date of Closing as on the Effective Date of this Agreement, reasonable wear and tear excepted.
- b. At Closing, there shall be no litigation or administrative agency or other governmental proceeding, of any kind whatsoever, pending or threatened, which after Closing would materially adversely affect the value of the Property.
- c. Prior to Closing, approval and release of funds to Purchaser in the amount of the Purchase Price by Polk County Board of County Commissioners.
- d. Approval of this Agreement by the Polk County Board of County Commissioners.
- e. Purchaser's approval of all documents to be furnished hereunder by Sellers as provided hereunder.

Should any of the conditions precedent to Closing provided above in this Section 20 fail to occur, then Purchaser shall have the right, in Purchaser's sole and absolute discretion, to terminate this Agreement, upon which both parties shall be released from all further rights and obligations under this Agreement with respect to each other.

21. **CLOSING PLACE AND DATE.** The Closing shall occur on or before April 17, 2026 (the "Closing Date"), after Purchaser's approval of this Agreement; provided, however, that if a defect exists in the title to the Property, title commitment, or any other documents required to be provided or completed and executed by Sellers, the Closing shall occur either on the original Closing Date or within thirty (30) days after receipt of documentation curing the defects, whichever is later, but in no case later than May 17, 2026. The date, time and place of closing shall be mutually agreed upon by Sellers and Purchaser. The Purchaser shall have the unilateral right in its sole and absolute discretion to extend the Closing Date any number of times, but not beyond May 17, 2026.

22. **RISK OF LOSS AND CONDITION OF REAL PROPERTY.** Sellers assume all risk of loss or damage to the Property prior to the Closing Date. If any structure or other physical improvement on the Property or the condition of the Property shall be damaged or materially altered by fire, wind, flood, sinkhole, or other casualty between the date this Agreement is executed by Sellers and the Closing Date, then the following provisions shall apply: (a) Sellers shall not be obligated to repair or replace the damaged property; and (b) Purchaser shall have the option, at Purchaser's sole discretion, to either (i) terminate this Agreement upon written notice to Sellers or (ii) move forward and close this transaction, in which event Sellers shall convey the Property to Purchaser, and Purchaser shall purchase the Property,



in its "As Is" condition subject to such damage, with no adjustment to the Purchase Price; except, Purchaser shall be entitled to any and all insurance proceeds and other compensation paid or payable to Sellers because of such loss or damage and Sellers' rights thereto shall be assigned to Purchaser at Closing (or Sellers shall give a credit to Purchaser off the Purchase Price for the amount of such compensation).

23. **POSSESSION.** Sellers shall deliver possession of the Property to Purchaser at Closing.

24. **DEFAULT.** If Sellers default under this Agreement, Purchaser may waive the default and proceed to closing, or refuse to close, each of the foregoing remedies without having any action for damages, or any other remedy permitted by law or in equity resulting from Sellers' default. The remedies set forth above shall be the Purchaser's sole remedies hereunder. In connection with any dispute arising out of this Agreement (including without limitation litigation and appeals) each party, whether Sellers or Purchaser, will be responsible for their own attorney's fees and costs.

25. **BROKERS.** Sellers and Purchaser each warrant and represent to the other that such party has not employed or dealt with any real estate broker or agent in connection with this transaction or the Property and, to each party's knowledge, no commission or fee is due to any person with regard to this Agreement or the Closing thereof. Each party, whose action or alleged action or commitment form the basis of any claim or demand for any brokerage fees, agent commissions, or other compensation asserted by any person or entity in connection with this Agreement or the transaction contemplated thereby, shall indemnify and hold harmless the other party from and against any and all such claims or demands. The provisions of this section shall survive the Closing or termination of this Agreement.

26. **RECORDING.** A notice of this Agreement may be recorded by Purchaser in the appropriate county, and Sellers will execute an appropriate notice, if requested by Purchaser.

27. **ASSIGNMENT.** This Agreement may not be assigned in whole or in part without the prior written consent of all parties. Any such assignment or attempted assignment shall be null and void.

28. **TIME.** Time is of essence with regard to all dates or times set forth in this Agreement.

29. **SUCCESSORS IN INTEREST.** The terms and conditions of this Agreement shall apply to and bind Sellers, and its successors and assigns, upon signing by Sellers and shall be binding upon Purchaser upon approval by Purchaser. Whenever used, the singular shall include the plural and one gender shall include all genders.

30. **ENTIRE AGREEMENT.** This Agreement, including referenced plans, exhibits, and



attachments hereto, shall constitute the entire agreement between the parties pertaining to the subject matter and shall supersede, replace, and nullify all prior and contemporaneous agreements, representations and undertakings of the parties, either written or oral. The degree of either party's role in the preparation of this Agreement shall not be construed against the drafter.

31. **WAIVER.** Failure of Purchaser or Sellers to insist upon strict performance of any covenant, term, provision, or condition of this Agreement, or to exercise any right or option contained herein, shall not be construed as a waiver or relinquishment for the future of any such covenant, term, provision, or condition or right of election, but the same shall remain in full force and effect.

32. **AGREEMENT EFFECTIVE.** This Agreement or any modifications, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

33. **ADDENDUM.** Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

34. **NOTICE.**

a. Any notice required or permitted under this Agreement shall be in writing and shall be sent to the party to such party's address set forth below.

Purchaser: POLK COUNTY
c/o Real Estate Services Director
P.O. Box 9005, Drawer RE-01
Bartow, FL 33831

Sellers: Steven C. Morrison
Sally Morrison
4500 Sullivan Road
Lake Wales, FL 33898

b. The notice shall be given by any of the following methods: (i) by personal delivery, in which case the notice will be deemed given and received upon the actual date of delivery; (ii) by U.S. certified or registered mail, return receipt requested, postage prepaid, in which case the notice will be deemed given upon the date deposited in the U.S. mail and the notice will be deemed received on the third business day after the date deposited in the U.S. mail; or (iii) by a nationally recognized commercial carrier, such as Federal Express or United Parcel Service, for next business day delivery, in which case the notice will be deemed given upon the date deposited with the commercial courier and the notice will be deemed received on the next business day after the date deposited with the commercial carrier.



35. **SURVIVAL.** The covenants, warranties, representations, indemnities, and undertaking of Sellers and Purchaser set forth in this Agreement shall survive the Closing, the delivery and recording of the deed described in this Agreement and Purchaser's possession of the Property.

36. **SEVERABILITY.** All clauses contained herein shall act independently of each other. If any section, phrase, sentence, or portion of this Agreement is, for any reason, held to be invalid by any court of contested jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

37. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules, and regulations of Polk County. The parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

38. **LIKE-KIND EXCHANGE.** If Seller wishes to enter into a like-kind exchange (either simultaneously with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code (the "Exchange"), Buyer agrees to cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (a) Buyer shall incur no additional expense or liability as a result thereof, and (b) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in its name for the purpose expressed the day and year written above.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.

[signatures(s) on attached pages]



WITNESSES AS TO SELLERS:

✓ Jacob C Dykxhoorn
(WITNESS AS TO BOTH PARTIES)

✓ Jacob C Dykxhoorn
(PRINTED NAME OF WITNESS)

✓ Amy W Dykxhoorn
(WITNESS AS TO BOTH PARTIES)

✓ Amy W Dykxhoorn
(PRINTED NAME OF WITNESS)

SELLERS:

✓ Steven C Morrison
Steven C. Morrison

✓ Sally Morrison
Sally Morrison

State of Florida
County of Polk

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 17th day of February, 2026, by Steven C. Morrison and Sally Morrison. They are personally known to me or have produced a driver's license as identification.

(SEAL)



✓ Jacob C Dykxhoorn
NOTARY PUBLIC, STATE OF FLORIDA

✓ Jacob C Dykxhoorn
(PRINTED NAME OF NOTARY)

COMMISSION EXP.: ✓ 6-25-28

ATTEST:

STACY M. BUTTERFIELD
CLERK TO THE BOARD

PURCHASER:

POLK COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

BY: _____

DEPUTY CLERK
OF

BY: _____

MARTHA SANTIAGO, Ed.D., CHAIR OF THE BOARD

COUNTY COMMISSIONERS

DATE: _____

DATE: _____

APPROVED BY POLK COUNTY
BOARD OF COUNTY COMMISSIONERS ON:

APPROVED AS TO FORM AND LEGALITY

DATE

COUNTY ATTORNEY'S OFFICE

EXHIBIT "A"
(the "Property")

THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA; AND

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA; AND

ALL OF THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA, LYING WEST OF THE OLD FENCE LINE AS SHOWN ON THE SURVEY ATTACHED TO THE WARRANTY DEED RECORDED ON MAY 14, 1981, IN OFFICIAL RECORDS BOOK 2016, PAGE 517, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; TOGETHER WITH ALL OF GRANTOR'S RIGHTS, TITLE AND INTERESTS IN AND TO THE EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN THE WARRANTY DEED RECORDED ON JUNE 6, 1980, OFFICIAL RECORDS BOOK 1948, PAGE 1132, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING AN EASEMENT 30 FEET WIDE LYING ADJACENT TO AND WEST OF SAID OLD FENCE AND RUNNING SOUTHERLY FROM THE FOREGOING DESCRIBED LAND OVER THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 LYING WEST OF SAID OLD FENCE, FOR INGRESS AND EGRESS TO THE FOREGOING DESCRIBED LAND; AND

THAT PART OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE NORTH 89°45'05" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 182.00 FEET; THENCE SOUTH 00°23'12" EAST, 1784.31 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SULLIVAN ROAD; THENCE NORTH 46°15'53" WEST ALONG SAID RIGHT-OF-WAY LINE 148.41 FEET; THENCE NORTH 01°09'35" WEST, 330.80 FEET; THENCE NORTH 00°53'44" WEST, 675.31 FEET; THENCE NORTH 01°14'06" WEST, 337.67 FEET; THENCE SOUTH 89°51'51" WEST, 60.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00°23'12" WEST, ALONG SAID WEST LINE, 337.48 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE EAST 465.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA; AND

LESS AND EXCEPT: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE NORTH 89°42'53" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 182.00 FEET TO THE EAST LINE OF A PARCEL AS DESCRIBED



IN OFFICIAL RECORDS BOOK 10196, PAGE 1730, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°25'15" EAST, ALONG SAID EAST PARCEL LINE, 337.88 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 89°50'11" WEST, ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE, 182.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 6; THENCE NORTH 00°25'15" WEST, ALONG SAID WEST LINE, 337.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.79 ACRES MORE OR LESS.



EXHIBIT "B"
(the "Easement")

THE EAST 465.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA; AND

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE NORTH 89°42'53" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 182.00 FEET TO THE EAST LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 10196, PAGE 1730, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°25'15" EAST, ALONG SAID EAST PARCEL LINE, 337.88 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 89°50'11" WEST, ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE, 182.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 6; THENCE NORTH 00°25'15" WEST, ALONG SAID WEST LINE, 337.48 FEET TO THE POINT OF BEGINNING .

CONTAINING 5.00 ACRES MORE OR LESS.



SEM
SM

EXHIBIT "C"

(Conservation Easement Form)

SCM
SM

Project Name: EL-109-23, Walk-In-Water

This Instrument prepared under the direction of:

R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery

Parcel ID Numbers:

Part of Parcel #29-31-06-000000-013060 &

Part of Parcel #29-31-06-000000-031040

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this "Easement") is made the ✓ day of ✓, 2026, by Steven C. Morrison, an unmarried widower, and Sally Morrison, a single woman, whose address is 4500 Sullivan Road, Lake Wales, FL 33898 ("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, 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.

Boundary: Please see Exhibit A, legal description.



Building: An enclosed or open roofed Structure used or intended for use as a residential dwelling or for supporting, storing, or sheltering materials, or any other use or activity, including without limitation the cabin, barns, and outbuildings currently on the Property.

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.

Cottage Industry: A small-scale industry operated from home or in a small workshop characterized by the small size, low investment and labor intensive nature for the production of handmade artisan goods.

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, the Grantee's invitees, and the Grantee's successors and/or assigns in title to this Easement

Grantor: Steven C. Morrison and Sally Morrison, their invitees, and their successors and/or assigns 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 and its officers, directors, employees, board members, partners, members, shareholders, beneficiaries, trustees, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them, 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, residential dwellings, barns, outbuildings and other 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 and 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 more specifically described in the legal description in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Grantee is an organization authorized under the provisions of §704.06, Florida Statutes, 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 its signature below, to accept this Easement over the Property; and

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

WHEREAS, the Property also lies within several conservation priority areas identified by the Florida Natural Areas Inventory, including the Strategic Habitat Conservation Area (Priority 1-6); 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 Documentation referenced below; 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 Easement, 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 Conservation 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 and 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 for 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
 - Maintenance and enhancement of wildlife habitat
 - 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. Grantor Reserves the right to maintain, repair, renovate, remove, and reconstruct Structures and/or Improvements which exist on the Property as of the Effective Date of this Easement, subject to the following provisions:
- 3.1.1 Use of Existing and Reserved Structures . The Grantor Reserves the rights to use existing Structures and/or Improvements in their current locations, and to use any additional Structures and/or Improvements expressly Reserved on the Property by the terms of this Easement, subject to the following provisions:
- 3.1.2 Unless otherwise permitted by the terms of this Easement, no existing Structure may be relocated from its current location.
- 3.1.3 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, walking paths, boardwalks and benches for sitting, anywhere on the Property.
- 3.3 Utilities. The Grantor Reserves the right to locate, use, maintain, repair, remove, and/or relocate, Utilities within the Property.
- 3.4 Roads, Pathways, and Vehicle Trails.
- 3.4.1 Grantor Reserves the right to use, maintain, and repair existing roads, trails, firebreaks, and food plots, if any; provided the roads, trails, and firebreaks shall not be paved with either pervious or impervious materials, except 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 this Easement 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, 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.

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- 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 right 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) providing warnings pertaining to trespassing, hunting, dangerous conditions; (3) notifying the public that the Property is subject to this Easement. No sign shall exceed nine (9) feet per side, and no sign shall be internally lighted.
- 3.6 Use and Parking of Vehicles. Motorized vehicles may be used on the existing Roads and Vehicle Trails for ingress/egress and in connection with work and/or activities expressly Reserved in this Easement. Vehicles and equipment may be parked or stored on a permanent long-term or short-term basis within the Property, and temporarily anywhere on the Property in connection with work and/or activities expressly Reserved in this Easement.
- 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.
- 3.7.1 Restoration. In addition to landscaping, 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 Reserves the right to participate in appropriate natural resources restoration projects. Grantor Reserves 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 Grantor Reserves the right to maintain or restore the existing natural upland (wetland/both) communities on the Property, and the right to restore the disturbed upland (wetland/both) to its native condition by engaging in activities that may include, but are not limited to, removal of invasive non-native plant and animal species, implementation of prescribed fire, and the reintroduction of native plant and animal species in consultation with qualified public or private land management agencies.



3.8 Removal of Vegetation and Introduction of Invasive Exotic Plants.

3.8.1 The Grantor Reserves the right to remove dead trees that pose a threat of injury to people, domestic animals, or Reserved Structures or Reserved Improvements. In addition, the Grantor Reserves the right to clear vegetation (i) to maintain permitted Roads, vehicle trails, walking paths, and boardwalks; (ii) for fire prevention and/or for preparation for, or as a substitute to, prescribed fire; and/or (iii) to stop the spread of insect infestation or disease.

3.8.2 The Grantor may, but shall not be obligated to, use reasonable efforts to eradicate or 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 Prohibited Aquatic Weed List (62C-52 F.A.C.); 4) 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; or 6) a similar list contained in the Plan. (1 through 6 shall collectively be considered listed exotic or nuisance species).

3.8.3 Cutting, spraying with biocides, and removal of invasive non-native vegetation 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, if any.

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 or non-seasonally related interruption of such work exceeding sixty (60) Days.

3.12 Pesticide and Fertilizer Use. The Grantor Reserves the right to use fertilizer to maintain landscaping. 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. The Grantor Reserves the rights to use the Property for non-Commercial recreational uses, such as hiking, hunting, fishing, wildlife observation, photography, or other traditional non-motorized, non-Commercial recreational activities.

3.14 Homesteading Animals. The Grantor Reserves the right to have and keep on the Property dogs, cats, small livestock, such as rabbits, chickens or other birds, and other domestic animals; however, the grazing of horses, cows, goats, etc., shall be confined to the 1-acre of disturbed habitat where the residential dwellings and support structures are located.

3.15 Cottage Industry. The Grantor Reserves the right to conduct on the Property Cottage Industry businesses, such as woodworking, craft-making, canning and other endeavors for personal profit, so long as such activities do not infringe on the Conservation Purposes.

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, except as expressly Reserved in Paragraph 3. 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 new 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 as expressly reserved in Paragraph 3.8.3.

4.7 Roads, Etc. The construction of any Roads, vehicle trails, or pathways on the Property, except as expressly reserved Paragraph 3.4.



- 4.8 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.
- 4.9 Agriculture Use. The location or operation of agricultural uses or occupations on the Property, except as expressly reserved in Paragraph 3.14.
- 4.10 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, and the recovery of coal-bed methane, on the Property.
- 4.11 Commercial Activity. Undertaking any Commercial activity on the Property.
- 4.12 Industrial Activity. Undertaking any Industrial Activity on the Property.
- 4.13 Outdoor Storage and Dumping. The outdoor storage of materials 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.
- 4.14 Animal Slaughter. The slaughter of animals on Property.
- 4.15 Alcohol Production. Alcohol Production on the Property.
- 4.16 Kennels. The construction, placement or use of any kennels on the Property.
- 4.17 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 Conservation 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 owner's 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.

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) 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 No Public Access. Notwithstanding any other provision in this Easement to the contrary, Grantee shall not allow any public access to the Property without Grantor's express prior written consent.

5.4 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.

5.5 Intent to Sell. Intentionally omitted.

6. **BASELINE DOCUMENTATION.** The Baseline Documentation is attached hereto and made a part hereof as Exhibit "B".

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 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 the thirty (30) day 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, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole 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 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 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, 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 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 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 the 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 otherwise specified in this Agreement; 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 any and 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 other 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 this 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 Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act 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, 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 federal, state, or local laws, including all environmental laws. In the event Grantee allows its contractors or agents on the Property pursuant to rights granted to Grantee under Paragraph 5, Grantee shall obtain an indemnification of Grantor from such contractors and agents. Grantee shall act as an independent contractor and not as an employee or agent 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 the Grantee or 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 the Conservation Purposes. Grantee will not assign its rights and obligations under this Easement, except to another qualified organization or entity within the meaning of Section 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 prior 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.

12.1 The Grantor warrants it is in compliance with, to its actual knowledge, 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.

12.2 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 or any other prior owner of the Property.

12.3 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 Grantor on the Property; provided, however, that the Grantee will be responsible for any Hazardous Materials contributed after this date to the Property by the Grantee.

13. **NOTICE TO THE GRANTEE OF PROPERTY TRANSFER.** Grantor must provide written notice to the Grantee prior to the Conveyance of the Property.

14. **ACCESS AND CONTROL OF TRESPASS.** Intentionally omitted.

15. MISCELLANEOUS.

15.1 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.

15.2 Recordation. Grantee 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.

15.3 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 (including a leasehold interest) in 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.

16. **LIBERAL CONSTRUCTION**. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grantee to effect the Conservation Purposes of this Easement and the policy and purpose of Section 704.06, Florida Statutes. 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.

16.1 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.

16.2 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.

16.3 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.

16.4 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.

17. **AMENDMENTS.** This Easement may be amended only if, in the sole and exclusive 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.

18. **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.

19. **HISTORIC OR ARCHAEOLOGICAL RESOURCES.** Intentionally omitted.

20. **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.

21. **TERMINATION OF RIGHTS AND OBLIGATIONS.** A party's rights and obligations under this Easement shall terminate upon transfer of all of such party's interest in this Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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

Witness #1 as to both signatories

Steven C. Morrison

Print Name

Address

Witness #1 as to both signatories

Sally Morrison

Print Name

Address

STATE OF FLORIDA

COUNTY OF POLK

The forgoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by Steven C. Morrison and Sally Morrison, who are personally known to me or have produced a driver's license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(PRINTED NAME OF NOTARY)

COMMISSION EXP.: _____

(SEAL)



ATTEST
Stacy M. Butterfield
Clerk to the Board

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

By: _____

Deputy Clerk

By: _____ (SEAL)

Martha Santiago, Ed.D, Chair

STATE OF FLORIDA

COUNTY OF POLK

The forgoing instrument was acknowledged before me by means of physical presence
or online notarization this _____ day of _____, 2026 by Martha Santiago,
Ed.D., as Chair of the Polk County Board of County Commissioners, on behalf of the
Grantee, who is personally known to me or has produced
_____ as identification.

Sign: _____

Notary Public- State of Florida

Print Name: _____

My Commission Expires: _____

SEAL

Exhibit A

LEGAL DESCRIPTION

THE EAST 465.00 FEET OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA; AND

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE NORTH 89°42'53" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 182.00 FEET TO THE EAST LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 10196, PAGE 1730, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°25'15" EAST, ALONG SAID EAST PARCEL LINE, 337.88 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 89°50'11" WEST, ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE, 182.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 6; THENCE NORTH 00°25'15" WEST, ALONG SAID WEST LINE, 337.48 FEET TO THE POINT OF BEGINNING .

CONTAINING 5.00 ACRES MORE OR LESS.

2

SEM
SM

Exhibit B

BASELINE DOCUMENTATION

JCM
SM