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NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES $307.50 DEED DOC $3815.00

RETURN

Project Name: Jahreis
Lake County, Florida

This instrument prepared by and returned to:
Joseph R. Boyd, Equire
Tallahassee Title Group, LLC
1407 Piedmont Drive East
Tallahassee, FL 32308

DEED OF EASEMENT

THIS GRANT OF EASEMENT is made this 2nd day October, 2014, by John C. Jahreis, as Trustee of the John C. Jahreis Family Trust, dated July 17, 2002, and Margaret B. Jahreis, as Trustee of the Margaret B. Jahreis Family Trust, dated July 17, 2002, and John C. Jahreis and Margaret B. Jahreis, as Husband and Wife, whose address is 12042 Bay Lake Road, Groveland, Florida 34736 ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Agriculture and Consumer Services, ("DOACS") ("Grantee"), Florida Forest Service, 3125 Conner Blvd., Tallahassee, Florida 32399-1650 and the United States of America ("United States") acting by and through the United States Department of Agriculture, Natural Resources Conservation Service (hereinafter "USDA", "United States", or "NRCS"), acting on behalf of the Commodity Credit Corporation as its interest appears herein, for the purpose of forever conserving the agricultural productivity of the Protected Property and its value for resource preservation and as open space.

The terms "Grantor" and "Grantee" shall include the singular and the plural, and the heirs, successors and assigns of Grantor and Grantee, and the provisions of this easement shall be binding upon and inure to the benefit of Grantor, Grantee and their heirs, successors and assigns.

NOTICES

All notices required to be given pursuant to this Easement shall be sent to the parties at the following addresses.

Grantor: Attention, John Jahreis, 12042 Bay Lake Road, Groveland, Florida 34736.

Grantee: Board of Trustees of the Internal Improvement Trust Fund: Florida Department of Agriculture and Consumer Services, Florida Forest Service, 3125 Conner Boulevard, Tallahassee, Florida 32399-1650.

United States: Natural Resources Conservation Service, 2614 NW 43rd Street, Gainesville, Florida 32606.

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in Lake County, Florida, more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter, the "Property").

B. Grantor and the Grantee mutually recognize the special character of the Property as a working landscape that has traditionally been used for agriculture, as that term is defined in Section 570.02(1), Florida Statutes, and has the common purpose of conserving certain values and character of the Property by conveyance to the Grantee of a perpetual easement on, under, over, and across the Property, to conserve the character of the Property, continue certain land use patterns that do not significantly impair the character of the Property, and prohibit certain further development activities on the Property.

C. The Conservation Easement is acquired with funds provided, in part, by the Farm and Ranch Lands Protection Program, ("FRPP") under **Cooperative Agreement Number #73-4209-12-01C0Q** dated **August 29, 2012,** between the **Florida Forest Service and** the **United States of America (the United States),** acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC). The EXHIBIT B is attached hereto and incorporated herein by reference and shall run with the land in perpetuity. As required by 7 CFR 1491 *et seq* and as a condition of receiving FRPP funds, all present and future use of Protected Property is and shall remain subject to the terms and conditions described forthwith in this Addendum entitled Minimum Conservation Deed Restrictions for Agricultural Preservation in EXHIBIT B which is appended to and made a part of this easement deed.

D. The existing agricultural uses and conservation values of the Property are documented in the "Baseline Documentation Report for the Jahreis Easement Tract in Lake County, Florida", dated 8-14-14 ("Baseline Documentation Report" or "BDR"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The BDR is maintained in the offices of the Florida Department of Agriculture and Consumer Services and is incorporated in this Easement by this reference. A copy of the BDR is available from the Department on request at 3125 Conner Boulevard, C-25, Tallahassee, Florida 32399.

E. Special Natural Areas (SNAs"). There are certain significant naturally occurring ecosystems within the boundaries of the Property, more particularly identified as SNA's in the BDR. Unless permitted elsewhere herein, there shall be no construction or improvements in any SNA, nor any use of the Property which would impair or destroy the SNA in a manner inconsistent with the Purposes set out herein. Irrigation structures existing as of the date of execution of this Easement and located within an SNA may be maintained to ensure proper operation. Prior to any timbering in a SNA, Grantor shall inform Grantee and seek its advice concerning economically feasible methods to minimize damage during and after timbering. The

SNA's are identified in the map in Exhibit C attached hereto and incorporated by reference herein. There are 321.9 acres in the SNA.

F. Grantee is an agency authorized under the provisions of Sections 570.71 and 704.06, Florida Statutes, to hold easements for the preservation and protection of agricultural lands threatened by conversion to other uses, as well as the promotion and improvement of wildlife habitat, protection and enhancement of water bodies, aquifer recharge areas, wetlands, and watersheds, and perpetuation of open space on lands with significant natural areas.

G. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the values of the Property for the benefit of this generation and the generations to come.

H. The fact that any use of the Property that is expressly prohibited by the terms of this Easement may become more economically valuable than uses allowed by the terms of this Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Easement has been considered by Grantor in granting this Easement and by Grantee in accepting it.

To achieve these purposes, and in consideration of $10.00 and other good and valuable consideration, including but not limited to the above, and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular Sections 570.71 and 704.06, Florida Statutes, but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee an easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

ARTICLE I. DURATION OF EASEMENT

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

ARTICLE II. PURPOSE OF EASEMENT

It is the purpose of this Easement to assure that the Property will be retained forever in its condition as a working landscape, to preserve the Property as productive agricultural land that sustains for the long term both the economic and conservation values of the Property and its environs, and to provide a relatively natural habitat for fish, wildlife, plants or similar ecosystems, through management guided by the following principles:

- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.

- Maintenance of soil productivity and control of soil erosion.

- Maintenance or improvement of the overall quality of the timber resource, acknowledging, however, that the current primary use of the Property is not for timber and that maintenance or improvement of the timber resource is secondary and collateral to the existing agricultural use.

- Consistent with the protection of the integrity and function of the working landscape, promotion of a more complete pattern of protection, including buffers to natural areas, ecological greenways and functioning ecosystems.

- Promotion of the restoration, enhancement or management of species habitat, consistent with the purposes for which the easement is acquired.

- Protection, restoration or enhancement of water bodies, aquifer recharge areas including uplands and springsheds, wetlands, or watersheds.

- Protection of unique and fragile natural areas and rare species habitats as identified in the BDR.

- Perpetuation of open space on working lands that contain significant natural areas.

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

ARTICLE III. RIGHTS GRANTED TO THE GRANTEE

To accomplish the Easement Purposes the following rights are conveyed to Grantee by this Easement:

A. The right to enforce protection of the values of the Property for which the Easement was acquired.

B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property. The parties agree that such rights 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 that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable

development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

C. The right to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. The right to prevent any activity on or use of the Property that is inconsistent with the purpose 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.

E. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.

F. A right to prior notice of Grantor's intent to sell or transfer title as provided in Article VIII, Paragraph G. This right of notice shall be triggered by sales or transfers of title by Grantor, including gifts and bequests as well as transfers to entities in which Grantor owns a majority of the controlling interests. The right of notice applies to the original Grantor and to said original Grantor's, heirs, successors and assigns.

G. The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any allegation of negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property.

H. The right to be indemnified by Grantor for any liability for injury or property damage to persons on the Property arising out of any dangerous or hazardous condition of the Property known to the Grantor to the best of Grantor's knowledge.

I. The right to have the Property maintained as reflected on the BDR, as the Property may develop through the forces of nature hereafter, subject only to the exercise of Grantor's Reserved Rights, and the Rights Granted to the Grantee, as described in this Easement.

J. If Grantor fails to cut and remove timber damaged by natural disaster, fire, infestation or the like, then the right, but not the duty, of Grantee, in its sole discretion may cut and remove said timber. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.

ARTICLE IV. PROHIBITED USES

The Property shall be maintained to preserve the Purposes of this Easement. Without limiting the generality of the foregoing, Grantor agrees that the following uses and practices,

though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted on the Property:

A. Dumping of non-biodegradable, toxic or hazardous substances, trash or garbage, wastes, abandoned vehicles, appliances, machinery or similar material is prohibited. This prohibition shall not be construed to include reasonable amounts of waste that is generated in accord with allowed uses, including agriculture or game management, conducted in accordance with the provisions of this Easement, and that is disposed of in accordance with applicable local, state and federal requirements, and Best Management Practices adopted by the Florida Department of Agriculture and Consumer Services or its successor agency.

B. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of allowed activities.

C. Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, except those required for environmental restoration, federal, state or local regulatory programs, or Best Management Practices. Activities that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, or pollution of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, except as consistent with Best Management Practices for the type of agricultural activities being conducted or those permitted agricultural activities which may hereafter be conducted. Provided, however, Grantor may construct, operate, maintain, or replace ground water wells incident to allowed uses on the Property, subject to legally required permits and regulations. Notwithstanding the foregoing, Grantor is operating a cattle ranch on the Property and is not required to fence or restrict access of Grantor's cattle from any area of the Property, including without limitation, natural water sources, lakes, ponds, pond shores, marshes, creeks or other water bodies.

D. Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics, or non-native wild plants, on the Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the Grantee.

E. Commercial or industrial activity, which, for the purposes of this easement includes but is not limited to swine, dairy and poultry operations, or ingress, egress or other passage across or

upon the Property in conjunction with any commercial or industrial activity, unless expressly provided in this Easement.

F. New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in this Easement. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Purposes for which this Easement was acquired.

G. Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), Florida Statutes. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee.

H. Agricultural chemicals used by Grantor, including fertilizers, pesticides and herbicides, shall only be applied in such amounts and with such frequency of application that constitute the minimum necessary to perform noxious weed control, habitat enhancement and restoration, timber management and agricultural and residential activities permitted under this Easement. The use of such chemicals shall be in compliance with the manufacturer's label instructions and all applicable local, state and federal laws, rules, regulations, and guidelines and conducted in such a manner as to minimize adverse environmental effects on the Property.

I. Actions or activities that may scientifically be expected to adversely affect threatened or endangered species.

J. Any subdivision of the Property except as may otherwise be provided in this Easement.

K. There shall be no commercial water wells on the property, except as may be provided in this Easement.

L. There shall be no cutting of cypress trees anywhere on the property.

M. There shall be no mitigation banks pursuant to section 373.4135, et. seq., Florida Statutes.

ARTICLE V. GRANTOR'S RESERVED RIGHTS

Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, all rights with respect to the Property not expressly conveyed to Grantee or prohibited herein and that are not inconsistent with the purposes hereof, including but not limited or any way restricted to the following specified rights, which are deemed to be consistent with the

purpose of the Easement (collectively "Reserved Rights"). The exercise of the Reserved Rights shall be in full accordance with all applicable local, state and federal law, as amended from time to time, as well as in accordance with the purposes of this Easement.

A. The right to conduct prescribed burning and rough woods mowing on the Property; provided, however, that, as to prescribed burning, Grantor shall obtain and comply with a prescribed fire authorization from the Florida Forest Service of the Florida Department of Agriculture and Consumer Services or its successor agency.

B. The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement. The right to contest tax appraisals, assessments, taxes and other charges on the Property.

C. The right to continue to use, maintain, repair, and reconstruct (which includes relocating such), all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches and such other facilities on the Property as depicted in the BDR. Any such facility located in a SNA may be maintained, repaired and reconstructed in their current location, but may not be enlarged or relocated within a SNA without the approval of the Grantee, and subject to any permits as may be required therefore.

D. Grantor reserves unto itself, its successors and assigns, the right to conduct the following activities within the SNAs: (1) construct and maintain a family cemetery as contemplated under Subsection (S) of this Article V; and, (2) maintain, repair or reconstruct the existing road, ponds, ditches, drainage areas that are in the SNA and maintain, repair, reconstruct, relocate existing fencing in the SNA.

E. Grantor specifically reserves unto itself, its successors and/or assigns, the right to continue to operate and maintain existing wells. Grantor also reserves the right to drill additional wells as needed, in its sole discretion, for agricultural purposes outside of the SNA's.

F. Grantor specifically reserves unto itself, its successors and/or assigns the right to convert/change the current land use outside of the SNA's to other agricultural uses.

H. The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a conservation easement or other restriction that would divest the property of its use under the terms and conditions of this easement.

I. The right to exclusive use of the improvements on the Property.

J. The right to pursue agricultural practices on the Property; including the right to change or alter the agricultural use of the Property, including the planting of crops or any other generally recognized agricultural use. Grantor may use commonly accepted fertilizers, pesticides and herbicides, so long as Grantor does so as permitted hereinabove. SNA's excepted, Grantor has the right to modify or add fencing, fence configurations and cow

pens for utilization with Grantor's agricultural uses. Grantor shall obtain and comply with all permits for management of stormwater, for water wells and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities.

J. The right to construct, after giving notice to Grantee, buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Such buildings shall not be used as residences.

K. There will be no subdivision of the property except as elsewhere permitted hereunder.

L. The right to construct additional residences as elsewhere permitted hereunder.

M. Boundary Maintenance. Nothing herein shall prohibit Grantor from establishing (by survey, fencing or marking) and maintaining and clearing vegetation from property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with this Easement.

N. The right to observe, maintain, photograph, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, and horseback riding. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property and Grantor may lease and sell privileges of such rights.

O. Grantor shall have the right to conduct forestry operations, that include logging and associated activities, on the Property in accordance with the Florida Department of Agriculture and Consumer Services (FDACS) Best Management Practices (BMPs) and subject to the conditions and restrictions set forth below:

1. **Harvesting.** Grantee acknowledges that the activity of harvesting trees may coincidentally damage otherwise healthy trees.

2. **Pine Plantation Harvesting.** Notwithstanding any prohibition elsewhere contained herein against planting non-indigenous species, any species of pine commonly planted in Florida for pine plantations and not otherwise prohibited by law may be planted, harvested and replanted in accordance with all applicable BMPs for pine plantations.

3. **Limits on restrictions.** Nothing contained in this paragraph shall be construed as prohibiting Grantor from pruning and thinning trees in accordance with good forest management practices and forestry management plans prepared by a professional forester; removing trees that are damaged, diseased or dangerous; and removing exotic plants and noxious weeds. The terms "exotic plants and noxious weeds" or "noxious weeds" as used herein shall mean any non-indigenous or indigenous species which are mutually deemed undesirable by the parties because they disrupt natural processes such as fire and water flow, or displace indigenous plant and animal species, including endangered species, or displace or compete with plant or animal species cultivated for

commercial agricultural use by Grantor. Plants cultivated for ornamental use in the immediate vicinity of residences now existing or hereafter constructed on the Property shall not be included in this definition.

P. Residential construction/subdivision. The Property consists of 615+ acres. Grantor shall have the right to divide the Property into three (3) total tracts of land consisting of two (2) parcels of a minimum of 250 acres each and a third parcel in the amount of the remaining acreage ("Remaining Tract"). A residence with related structures is currently built on one of the 250 acre tracts in a portion of the SW ¼ of the NW ¼ of the NE ¼ and the NW ¼ of the SW ¼ of the NE ¼ of Section 3, Township 23S, Range 24 E . The remaining 250 acre tract may be improved by a single family residence and related structures located in a portion of the SE ¼ of the SE ¼ and the SW 1/4 of the SE ¼ of Section 33, Township 22 S, Range 24 E and the N ½ of NE ¼ of NW ¼ of NE ¼, Section 4, Township 23 South, Range 24 East, as shown in the building envelope, attached hereto and made a part hereof as Exhibit D, as well as construction of a roadway for access to and from the buildings. The new residence and outbuildings will be limited to not more than 10 acres within the building envelope. This right includes the right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install septic systems. This right includes the right to maintain, repair, reconstruct, and enlarge such residences and the immediate surrounding areas for the use and enjoyment of a family that resides in such residences, including the right to construct and maintain ancillary structures. If at a later date Grantor determines that a different location would be better for the additional building envelope, Grantor must contact Grantee and NRCS for approval. The building envelope will not be greater than the initial envelope and will not be within a SNA. Grantor also owns a 10 acre tract ("the Unencumbered Tract") which is not subject to this Easement. Nothing herein shall prevent nor require that the Remaining Tract, upon which construction of a single family residence would not be allowed under this paragraph P from being adjacent to and under common ownership with the Unencumbered Tract. Family residences and related structures cannot be within a SNA.

The structures may be repaired, reasonably enlarged, and replaced within the Building Envelope. All existing agricultural buildings and agricultural structures may be repaired or replaced, but not enlarged at their current location, as indicated in the Building Envelope attached as Exhibit D. New buildings and improvements to be used solely for agricultural purposes, including the sale and processing of agricultural products predominantly produced on the Protected Property and farm labor housing, may only be built within the Building Envelope except for the allowed cemetery.

Q. Grantee acknowledges that there are existing residences on portions of the property and such uses are allowed hereunder and Grantor shall have the right to maintain, repair, reconstruct, and enlarge such residences and the immediate surrounding areas for the use and enjoyment of a family that resides in such residences, including the right to construct and maintain ancillary structures.

R. Grantor may establish and maintain a family cemetery of no more than a 100 ft. by 100 ft. area in a certain section identified as Parcel 2, Tract 5, in Section 3, Township 23 South, Range 24

East, Plat of Groveland Farms recorded in Plat Book 2, Page 10 and 11, Public Records of Lake County, Florida and will be shown in the Baseline Documentation Report.

S. Impervious surfaces such as residential buildings, agricultural buildings (with or without flooring), and paved areas on the Protected Property (but not including public or country roads or other roads paved by easement holders who have rights that may be superior to the rights conveyed to Grantees by this Conservation Easement Deed) may not exceed 3 percent of the acreage of each tract of land as identified in Article V, Paragraph P.

ARTICLE VI. GRANTEE'S REMEDIES

A. Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement, including any amendments, modifications, updates or revisions thereto, 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 purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee or, under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 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 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.

B. Without limiting Grantor's liability therefore, Grantee shall 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 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.

C. 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.

D. 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.

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

F. 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.

G. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, and contractors and the 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 VIII.A. and VIII.B.; and (3) the existence or administration of this Easement.

ARTICLE VII. NO PUBLIC ACCESS

The granting of this Easement does not convey to the public the right to enter the Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this prohibition.

ARTICLE VIII. MISCELLANEOUS

A. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

B. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon or incurred as a result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3)

days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

C. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, at the joint request of both the Grantor and the Grantee and with prior written consent of the United States, as provided herein, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which the United States and Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with Article VIII, Paragraph D. Grantee shall use all such proceeds in a manner consistent with the Purposes of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

D. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article VIII, Paragraph C, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

E. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

F. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to a governmental entity with the capacity to monitor and enforce the provisions of this Easement. As a condition of such transfer, Grantee shall require that the Purposes that this Easement is intended to advance continue to be carried out.

G. Subsequent Transfers. Grantor further agrees to give written notice to Grantee of the transfer of any interest in the Property. The failure of Grantor or Grantee to perform any act required by this paragraph shall not impair the validity or priority of this Easement or limit its enforceability in any way.

1. Family Transfers. Grantor retains the right to transfer ownership of some or all of the Property to members of Grantor's family or to an entity owned by Grantor or Grantor's family members, whether or not such transfer is for consideration or by gift or devise. If any portion or all of the Property is now or hereafter owned and held in an entity (corporation, partnership (general or limited), limited liability company, trust, association or any variation thereof), then the interest of such entity may be transferred and conveyed by the owner to such interest to members of Grantor's family or to an entity owned by Grantor or Grantor's family members, whether or not such transfer is for consideration or by gift or devise. Such transactions shall not be subject to the rights of Grantee in Article VIII, Paragraph G(2) immediately hereafter.

2. Right of Grantee to Negotiate in Advance of Sale. The terms of this right are such that if Grantor intends to sell the Property, or any interest therein or portion thereof (the "Sale Property"):

a. Grantor shall deliver to Grantee notice of such intent ("Grantor Notice") at least thirty days prior to offering the Sale Property for sale to the public, and shall, in good faith, afford Grantee an opportunity to negotiate the acquisition of the Sale Property that Grantor intends to sell. The Grantor Notice shall adequately describe the Sale Property.

b. Grantee shall, within 30 days after receipt of the Grantor Notice, notify Grantor whether or not Grantee desires to negotiate for the acquisition by Grantee of the Sale Property ("Grantee Notice"). If the Grantee Notice indicates a desire to purchase the Sale Property, then Grantor and Grantee shall enter into good faith negotiations for a period not to exceed 120 days from the date of the Grantee Notice ("Negotiation Period"). If: (i) the Grantee Notice indicates that Grantee does not desire to negotiate for the Sale Property; or, (ii) Grantor and Grantee are unable, in good faith to agree to terms of an acquisition of, and enter into a written purchase and sale agreement for the Sale Property by the end of the Negotiation Period; or, (iii) Grantor and Grantee terminate negotiations, by written agreement before the end of the Negotiation Period (the first of which to occur is the "Negotiation Termination Date"), Grantor may offer to sell, enter into a contract for the sale of and complete the sale of the Sale Property free of the Grantee's right herein.

c. If the Grantor has not entered into a binding contract to sell the Sale Property within one year after the Negotiation Termination Date, then any intent to sell the Property thereafter shall require renewed notice to Grantee. Notwithstanding the one year limitation, no new notice is required for a sale that closes after the one year date pursuant to a contract that was entered into prior to the end of such one year period.

d. The right of notice granted to Grantee herein applies to the original Grantor and to said original Grantor's, heirs, successors and assigns.

3. Subsequent Transfers. Grantor agrees to notify Grantee of the names and addresses of any party to whom the Property, is to be transferred ("Transfer Notice") at least 60 days prior to the date of such transfer, and agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest in the Property, including, without limitation, a lease, or other legal instrument by which any interest in the Property is conveyed.

4. Statement of Compliance. Grantor hereby agrees to request in writing at least 45 days prior to sale, mortgage, transfer (other than a transfer by operation of law) or long term (five years or longer) lease of the Property, or any portion thereof, a written statement from Grantee stating that Grantor is in compliance with the terms and conditions of this Easement, or if Grantor is not in compliance with the terms and conditions of this Easement, stating what violations of this Easement exist. Grantee agrees in such cases or at any other time, to acknowledge, execute and deliver to Grantor or to any mortgagee, transferee, purchaser or lessee such a written statement concerning compliance within 45 days from receipt by Grantee of a written request therefore. Nothing contained in this Easement shall relieve the Grantor from the responsibility to comply with applicable federal, state, and local laws and regulations.

5. Meeting after Transfer. In the event of the proposed sale, or other transfer of title of the Property or any portion of interest therein to a party other than the current legal owner, Grantee will meet with the proposed transferee within 30 days of the Transfer Notice and explain, discuss, and plan the transfer of the responsibility of carrying out the terms of this Easement, such that the long-term benefits to everyone concerned and to the Easement Purposes will not be impaired by default or otherwise. The failure of the Grantee to actually meet with the proposed transferee shall not invalidate or void the subject sale or transaction, nor shall such failure constitute a violation hereof by Grantor.

6. Multiple Owners. In the event any portion or interest in the Property is conveyed to or held by multiple parties holding undivided interests in such portion or interest in the Property (who shall then be referred to as Grantors), those multiple Grantors shall designate one Grantor as the managing Grantor responsible for all interaction with Grantee. Nothing herein shall abrogate the legal responsibility of the non-managing Grantors to be bound by the Easement.

H. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other. If time is of the essence, initial notice by electronic mail is acceptable, but shall be followed by written notice as provided in this paragraph as soon as possible.

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

J. Non-Homestead Certification. Grantor hereby certifies that if a Grantor who is married signs this Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

K. Amendments. The terms and provisions of this Easement may be amended by the mutual consent of the parties hereto. No amendment shall be effective until executed with the formality of a deed and recorded in the public records.

L. Controlling Law. The laws of the State of Florida shall govern the interpretation and performance of this Easement.

M. 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 purpose of this Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

N. 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.

O. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

P. Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

Q. 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.

R. 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.

S. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

T. References. References to statutes or rules in this Easement shall be to the text of such statute or rule on the date of execution of this Easement.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

Witnesses:

Signature of first witness

Brenda L. Johnson

Printed name of first witness

Signature of second witness

Cynthia J. Kuper

Printed name of second witness

Grantor

John C. Jahreis, Individually and as Trustee of the John C. Jahreis Family Trust dated July 17, 2002

Margaret B. Jahreis, Individually and as Trustee of the Margaret B. Jahreis Family Trust, dated July 17, 2002

STATE OF FLORIDA
COUNTY OF **ORANGE**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared John C. Jahreis, Individually and as Trustee of the John C. Jahreis Family Trust, dated July 17, 2002, and Margaret B. Jahreis, Individually and as Trustee of the Margaret B. Jahreis Family Trust, dated July 17, 2002, who are personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this **2nd** day of **October**, 2014.

Signed

Printed
NOTARY PUBLIC

BRENDA L. JOHNSON
Commission # EE 113950
Expires August 30, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
BY FLORIDA FOREST SERVICE
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Witnesses:

Signature of first witness

Katelyn Crow
Printed name of first witness

Signature of second witness

Kelly M Holmes
Printed name of second witness

BY: Darica H. Smith
AS ITS: Assistant Director of Administration

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Darica H. Smith as the Asst. Director of Administration of FLORIDA FOREST SERVICE, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES on behalf of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, who is personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed on behalf of the Board of Trustees.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of October, 2014.

Signed

Kelly M. Holmes
Printed
NOTARY PUBLIC
My Commission Expires:

KELLY M. HOLMES
Commission # FF 066506
Expires October 31, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

ACCEPTANCE OF PROPERTY INTEREST
BY THE NATURAL RESOURCES CONSERVATION SERVICE

The Natural Resources Conservation Service, United States Department of Agriculture, an agency and Department of the United States Government, hereby accepts and approves the foregoing conservation easement deed and the rights conveyed therein, on behalf of the United States of America.

Assistant State Conservationist for Easements
Natural Resources Conservation Service
United States Department of Agriculture

COUNTY OF Alachua)

STATE OF Florida)

On this 11th day of September, 2014, before me, the undersigned, a notary public in and for the State, personally appeared Roney Gutierrez known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that he or she is the Assistant State Conservationist for Easements of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency and acknowledge and accepted the rights conveyed by the deed to be his or her voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

Notary Public, State of Florida
My Registration No.: EE 115029
My Commission Expires: 08/21/2015

M. T. SANTOS
MY COMMISSION # EE 115029
EXPIRES: August 21, 2015
Bonded Thru Budget Notary Services

SCHEDULE OF EXHIBITS

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

MINIMUM CONSERVATION DEED RESTRICTIONS
ADDENDUM
1 TO

FARM AND RANCH LANDS COOPERATIVE AGREEMENT #73-4209-12-01C0Q MINIMUM CONSERVATION DEED RESTRICTIONS FOR AGRICULTURAL PRESERVATION

EXHIBIT "C"

MAP FROM BASELINE DOCUMENTATION

EXHIBIT "D"

BUILDING ENVELOPES

EXHIBIT "A"

Parcel 2:

Tract 5, in Section 3, Township 23 South, Range 24 East, according to the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

Parcel 3:

Tract 56, in Section 33, Township 22 South, Range 24 East, according to the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

Parcel 4:

Tract 17, in Section 2, Township 23 South, Range 24 East, according to the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

Parcel 5:

Tract 6, in Section 3, Township 23 South, Range 24 East, according to the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

Parcel 6:

The North 1/2 of Tract 28, in Section 3, Township 23 South, Range 24 East, according to the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

Parcel 7:

The South 1/2 of the SE 1/4 of the SE 1/4; and the NE 1/4 of the SE 1/4 of the SE 1/4 all in Section 34, Township 22 South, Range 24 East, Lake County, Florida.

Parcel 8:

Tracts 7 and 8, in Section 3, Township 23 South, Range 24 East, according to the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

Parcel 9:

Tracts 12 and 21, in Section 3, Township 23 South, Range 24 East, according to the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

Parcel 10:

Tract 57, in Section 33, Township 22 South, Range 24 East, according to the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

Parcel 11:

Tract 58, in Section 33, Township 22 South, Range 24 East, according to the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

Parcel 12:

Tracts 59 and 60, lying East of County Road right of way, in Section 33, Township 22 South, Range 24 East, according to the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

Parcel 13:

The SW 1/4 of the SW 1/4; AND the South 1/2 of the SE 1/4 of the SW 1/4; AND the South 1/2 of the SW 1/4 of the SE 1/4; all in Section 34, Township 22 South, Range 24 East, Lake County, Florida. (SUCH PROPERTY BEING ALSO DESCRIBED AS Tracts 49, 50, 59, 60, 61, 62, 63, and 64, in Section 34, Township 22 South, Range 24 East, according to the Plat of GOVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

Parcel 14:

Tracts 1, 2, 3, and 4; AND Tracts 13 and 14, inclusive; AND the North 3/4 of Tracts 15 and 16; all in Section 3, Township 23 South, Range 24 East, according to the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

Parcel 15:

Tracts 9, 10 and 11; AND Tracts 22 through 27, inclusive; AND the South 1/2 of Tract 28; AND Tracts 37 through 44, inclusive; Tracts 51 through 62, inclusive, LESS the South 1/2 of Tracts 61 and 62; AND LESS The North 1/2 of Tracts 51 and 52; all in Section 3, Township 23 South, Range 24 East, according to the Plat of GROVELAND FARMS recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida.

EXHIBIT B

MINIMUM CONSERVATION DEED RESTRICTIONS FOR AGRICULTURAL PRESERVATION

The Federal Farm and Ranch Lands Protection Program facilitated and provided funding through a Cooperative Agreement, for the purchase of a conservation easement (the Conservation Easement) on real property described in Exhibit A (the Protected Property) for the purpose of protecting agricultural use and related conservation values of eligible land by limiting nonagricultural uses of that land (16 U.S.C. §§3838h -3838i). A copy of the Cooperative Agreement is kept on file at the offices of **NRCS** at, 2614 NW 43rd St., Gainesville, FL 32606 and at the offices of the **Florida Forest Service**, 3125 Conner Blvd., Tallahassee, FL 32399.

JOHN C. JAHREIS, as Trustee of the John C. Jahreis Trust dated July 17, 2002 and MARGARET B. JAHREIS, as trustee of the Margaret B. Jahreis Family Trust dated July 17, 2002, (collectively Grantor) with full power and authority to protect, conserve and to sell, or to lease, or to encumber or otherwise to manage and dispose of real property; the **Florida Forest Service** (collectively Grantee) and the **United States of America (the United States),** acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC), jointly referred to as the "Parties" acknowledge that the Conservation Easement is acquired to protect the agricultural use and related conservation values of eligible land by limiting nonagricultural uses of that land, thereby preserving and protecting in perpetuity the multiple, interrelated land features which are critical to agricultural lands, historic structures, archaeological resources, open space, and wildlife habitats. This Conservation Easement protects 234 acres of Farmland of Unique Importance which is 38% of the Protected Property. The Property is enrolled in The Rural and Family Lands Protection Program which focuses on maintaining the integrity and function of working agricultural landscapes and ensuring opportunities for viable activities on agricultural lands. Furthermore, the Protected Property is located in the Green Swamp Florida Forever Project; a project designed to protect both the high aquifer recharge of this area and the headwaters of the four river systems. The Parties further acknowledge that the Protected Property will be managed for long term agricultural viability.

Notwithstanding any other provision of the Conservation Easement, the Parties agree that all present and future use of the Protected Property is and shall remain subject to the following terms and conditions provided that if the Conservation Easement contains terms and conditions that are consistent with, but more restrictive than the conditions and terms in Section I Paragraphs 1, 2, and 3, those more restrictive terms and conditions shall control.

SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS

The Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them shall comply with all terms, conditions and restrictions of this Easement, including the following:

1. **Conservation Plan.** As required by section 1238I of the Food Security Act of 1985, as amended, the Grantor, his heirs, successors, or assigns, shall conduct agricultural operations on highly erodible land on the Protected Property in a manner consistent with a conservation plan prepared in consultation with NRCS and the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this Conservation Easement Deed. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation that is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Protected Property, with advance notice to the Grantor, in order to monitor compliance with the conservation plan and as provided for in Section II paragraph 2.

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, and (b) NRCS has worked with the Grantor to correct such noncompliance.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Conservation Easement Deed based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

2. **Limitation on Impervious Surfaces.** Impervious surfaces will not exceed three percent (3%), inclusive of the cemetery permitted under Article V of this Conservation Easement Deed, which cemetery is not contiguous to any building envelope, of the Protected Property, excluding NRCS-approved conservation practices developed under the Conservation Plan described in Section I, Paragraph 1. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, this includes, but is not limited to, permitted residential buildings, agricultural buildings with or without flooring,

paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with superior rights to those rights conveyed to Grantees by this Conservation Easement.

In the event the Protected Property is subdivided as provided for in Section I, Paragraph 3(B), below, the total cumulative impervious surface of the subdivided parcels shall not exceed the impervious limitation referenced above. The Grantor, with Grantee approval, shall allocate the impervious surface limits among the subdivided parcels and ensure said impervious surface limitations(s) is/are clearly defined in the subdivided parcel's recorded instrument.

3. Prohibited Uses. Any activities inconsistent with the purposes of the conservation easement are prohibited. The following activities are prohibited, subject to the qualifications stated below:

(A) *Waste and Dumping* – Accumulation or dumping of trash, refuse, junk or toxic materials is not permitted on the Protected Property. This restriction will not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products, or agricultural byproducts on the Protected Property.

(B) *Subdivision* – Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited, except as specifically permitted under Article V of the Deed of Easement or where state or local regulations explicitly require subdivision to construct residences for employees working on the Protected Property.

(C) *Industrial or* Commercial *Uses* - Industrial or commercial activities on the Protected Property are prohibited except for the following:

(i) agriculture (including livestock production), equine activities, or forestry;

(ii) processing or sale of farm or forest products produced or partially produced on the Protected Property in permitted buildings;

(iii) small-scale incidental commercial or industrial operations compatible with activities set forth in Section I, Paragraph 3(C)(i) that Grantee approves in writing as being consistent with the conservation purpose of this Easement;

(iv) activities that can be and, in fact, are conducted within permitted buildings without material alteration to their external appearance.

(v) the sale of excess power generated incidentally in the operation of approved alternative energy structures and associated equipment or other energy structures approved by Grantee and NRCS.

(vi) temporary or seasonal outdoor activities or events ("Activities") that do not permanently alter the physical appearance of the Protected Property and that do not impair the conservation values of the Protected Property herein protected, except that such Activities involving 100 or more people will not exceed seven consecutive days unless Grantee gives its prior written approval of such Activities, which approval will take into consideration the number of people involved, the duration of such Activities, and any other aspects thereof that may have an impact on the conservation values being protected herein. Approval may be subject to the requirement that at the conclusion of the activity Grantor will restore the Property to its pre-existing condition.

(vii) customary rural enterprises related to agriculture or forestry or small-scale commercial enterprises compatible with agriculture or forestry such as, but not limited to farm machinery repair, agri-tourism, processing, packaging, and marketing of farm or forest products, and small- scale farm wineries, cafés, shops, and studios for arts or crafts.

(D) *Construction on the Protected Property* – All new structures and improvements must be located within the Building Envelope(s), containing approximately 40 acres, in total, and described in Exhibit D which is appended to made a part hereof.

The boundaries of the Building Envelope(s) may be adjusted, provided that the Grantee and NRCS provide prior written approval of the adjusted boundaries. NRCS approval shall be conditioned on determining that the Building Envelope(s) will not be increased in size and the adjustment will provide equal or greater protection of the conservation values of the Protected Property.

Utilities to serve permitted buildings or structures, including on farm energy structures allowed under Section I, Paragraph 4(G), and de minimis agricultural structures that neither individually nor collectively have an adverse impact on the agricultural use of the Protected Property may be built outside of the Farmstead Area with prior written approval of the Grantee provided that structures follow NRCS-approved conservation practices consistent with the Conservation Plan described in Section I, Paragraph 1.

(E) *Motorized Vehicle Use* – Motor vehicle use that is inconsistent with the preservation of agricultural use and the related conservation values, including but not limited to uses that contribute to soil erosion and have an adverse impact on soil health, is prohibited. Motor vehicle use for the protection of the conservation values of the Protected Property and to support agricultural use, law enforcement, public safety, and residential purposes is permitted.

(F) *Granting of easements for utilities and roads* – The granting of easements for utilities and installation of new utilities, (power lines, gas lines, sewer lines, telecommunications towers, water lines, and/or wind farms) is prohibited as an encumbrance on the property rights of the United States. Notwithstanding that prohibition, Grantor may grant easements for the installation of utilities necessary for the permitted uses of the Protected Property

provided that such installation is consistent with the purposes of this Conservation Easement and done in such a manner as to minimize to the greatest extent possible impact on soils. Existing utilities may be replaced or repaired at their current location.

(G) *Surface Alteration* – Grading, blasting, filling, or earth removal that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

(i) dam construction to create ponds for agricultural use, fire protection, or wildlife enhancement, in accordance with an NRCS Conservation Plan and NRCS standards and specifications,

(ii) erosion and sediment control pursuant to an erosion and sediment control plan approved by the Grantee,

(iii) as required in the construction of permitted buildings, structures, roads, and utilities, or

(iv) agricultural activities conducted in accordance with the Conservation Plan described in Section I, Paragraph 1.

(H) *Oil, Gas, or Mineral Exploration and Extraction* – Surface mining, subsurface mining, dredging on or from the Protected Property, or drilling for oil or gas on the Protected Property is prohibited, except for limited mining to the extent that the materials mined (e.g. sand, gravel, or shale) are used for agricultural operations on the Protected Property. In the case of mining for agricultural operations, extraction must be limited to a small, defined area or acreage and may not adversely impact the conservation values or the agricultural uses of the Protected Property.

If a third party owns or leases the oil, gas, or mineral rights at the time this Conservation Easement is executed, and their interests have not been subordinated to this Conservation Easement, the Grantor shall require, to the greatest extent possible, that any oil, gas, and mineral exploration and extraction conducted by such third party shall:

(i) be performed with the least adverse impact possible on the conservation values of the Protected Property, including but not limited to the Protected Property's use for agriculture. This includes, but is not limited to impacts to the Protected Property from any exploration and extraction related structures or access roads,

(ii) not exceed the impervious surface limits of the Conservation Easement, and

(iii) be carried out in accordance with state and local regulations.

4. Permitted Uses. The provisions of this Conservation Easement Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property so long as the agricultural operations are consistent with the

Conservation Plan required by Section I, Paragraph 1. Further, permitted uses of the Protected Property include the specific uses permitted in Section I, Paragraph (3)(C)(i)-(vii) and the following activities, subject to the qualifications stated below:

(A) *Agricultural Production* - The production, processing, and marketing of agricultural crops and livestock is permitted provided it is conducted in a manner consistent with the terms of this Conservation Easement and the NRCS Conservation Plan described in Section I, Paragraph 1.

(B) *Forest Management and Timber Harvest* - Forest management and timber harvesting is permitted, provided all forest management and timber harvesting must be carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property. In addition, if the property contains 40 contiguous acres of forest or 20% of the Protected Property is forestland, then forest management and timber harvesting must be performed in accordance with a written forest management plan. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee and approved by the State Conservationist. Forest management plans may include a forest stewardship plan, as specified in section 5 of the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2103a), another practice plan approved by the State Forester, or another plan determined appropriate by the State Conservationist.

A forest management plan shall not be required for the following permitted non-commercial activities: (i) cutting of trees for the construction of permitted roads, utilities, buildings and structures, (ii) cutting of trees for trail clearing, (iii) cutting of trees for firewood, or for other domestic uses of Grantor, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species.

(C) *Non-developed Passive Recreation and Educational Activities* – Non-developed passive recreational and educational activities are permitted if they do not negatively affect the soils and the agricultural operations and are consistent with the purpose of the Conservation Easement.

(E) *Construction and Maintenance of Roads* – New roads may be constructed if they are necessary to carry out the agricultural operations or other permitted uses on the Protected Property. Maintenance of existing roads documented on the Baseline Documentation Report is permitted.

(F) *Fences* - Fences may be maintained and replaced and new fences installed if they are necessary for agricultural operations on the Protected Property or to mark boundaries of the Protected Property.

(G) *On Farm Energy Production* – renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained in accordance with any local zoning ordinance and applicable State and Federal law. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the conservation values of the Protected Property and consistent with the purposes of the Conservation Easement.

(H) *Other permitted Uses* – Other permitted uses may be allowed if they do not conflict with the conservation values of the Protected Property, as determined by NRCS.

5. **Water Rights.** Grantor retains all water rights necessary for present or future agricultural production on the Protected Property and may not transfer, encumber, lease, sell, or otherwise separate such quantity of water rights from title to the Protected Property.

SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS

1. **United States Right of Enforcement.** Under this Conservation Easement, the United States is granted the right of enforcement in order to protect the public investment. This is a vested property right that cannot be condemned by State or local government. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Secretary.

2. **United States Right of Inspection**. Representatives of the United States may enter the Protected Property from time to time for purposes of inspection (including photographic documentation of the condition of the Protected Property) and enforcement of the terms of this Minimum Conservation Deed Restrictions For Agricultural Preservation after notice to Grantor or Grantor's representative, provided, however, in the event of an emergency, NRCS may enter the Protected Property to prevent, terminate or mitigate a potential violation of these restrictions. Notice to Grantor or Grantor's representative will be given at the earliest practicable time.

3. **General Indemnification**. Grantor shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and 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 Grantee and the United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation,

warranty, covenant, or agreements contained in this Conservation Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

4. **Environmental Warranty.** Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

Moreover, Grantor hereby promises to hold harmless and indemnify the Grantee and the United States 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 Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"Environmental Law" or "Environmental Laws" means 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.

"Hazardous Materials" means 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 which may pose a present or potential hazard to human health or the environment.

The fair market value of the Conservation Easement will be determined at the time the Conservation Easement is terminated, extinguished, or condemned by a complete summary appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards for Federal Land Acquisition (UASFLA), approved by the Grantee and the United States of America, and completed by a Florida certifiedgeneral appraiser. The fair market value of the Protected Property may not include

any increase in value after the date of this Conservation Easement Deed that is attributable to improvements.

5. **Extinguishment and Condemnation.** This Conservation Easement immediately vests real property interests in the Grantee and the United States, and may only be extinguished with the approval of the Grantee and the United States. Due to the federal interest in this Conservation Easement, the United States must consent to any condemnation action of the federal interest. If the State or local government proposes to condemn the Protected Property, NRCS must be notified immediately and the consent of the United States must be received by the condemning agency before any condemnation action may proceed.

In a sale or exchange of all or a portion of the Protected Property subsequent to an extinguishment or condemnation action, the United States' share of the proceeds shall be proportionate to its percentage of original investment. Grantee will use all its share of the proceeds from the sale of the Protected Property in a manner consistent with the conservation purpose of this Conservation Easement and the purposes of the Farm and Ranch Lands Protection Program. The United States' share shall be based on the appraised fair market value of the conservation easement at the time the easement is extinguished or terminated.

6. **Amendment.** This Conservation Easement deed may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the NRCS, such amendment is consistent with the purposes of this Conservation Easement and complies with all applicable laws and regulations,. The Grantee must provide timely written notice to NRCS of any proposed amendment(s). Prior to the signing and recordation of the amended Conservation Easement, such amendment(s) must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the NRCS. The Grantee must provide to NRCS timely written notice of the proposed amendment.

GRANTOR CONVEYANCE AND APPROVAL

Grantor hereby acknowledges, approves, and conveys the foregoing Minimum Conservation Deed Restrictions for
Agricultural Preservation and the rights conveyed therein.

By: John C Jahreis
John C. Jahreis, Individually and as Trustee of the John C. Jahreis Family Trust dated July 17, 2002

By: Margaret B Jahreis
Margaret B. Jahreis, Individually and as Trustee of the Margaret B. Jahreis Family Trust, dated July 17, 2002

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this 2nd day of October, 2014, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared John C. Jahreis, Individually and as Trustee of the John C. Jahreis Family Trust dated July 17, 2002 and Margaret B. Jahreis, Individually and as Trustee of the Margaret B. Jahreis Family Trust, dated July 17, 2002, known to me or satisfactorily proven to be a GRANTOR of the foregoing Minimum Conservation Deed Restrictions For Agricultural Preservation and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

Brenda L Johnson
Notary Public, State of _____
My registration No.: _____
My Commission Expires _____

BRENDA L. JOHNSON
Commission # EE 113950
Expires August 30, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

BOARD IF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
ACCEPTANCE

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereby acknowledges, approves, and accepts, the foregoing Minimum Conservation Deed Restrictions For Agricultural Preservation and the rights and obligations conveyed therein.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA
BY FLORIDA FOREST SERVICE
DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

BY: Darica H Smith
Name: Darica H. Smith
AS ITS: Assistant Director of Administration

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this 7 day of October, 2014, a Notary Public in and for the jurisdiction aforesaid, personally appeared Darica H. Smith as the Asst. Director of Administration of FLORIDA FOREST SERVICE, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES on behalf of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained and acknowledges this instrument

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

Kelly A Holmes
Notary Public, State of Florida
My registration No.: FF066506
My Commission Expires: 10/31/17

KELLY M. HOLMES
Commission # FF 066506
Expires October 31, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

APPROVAL OF MINIMUM CONSERVATION DEED RESTRICTIONS FOR AGRICULTURAL PRESERVATION BY THE NATURAL RESOURCES CONSERVATION SERVICE

The Natural Resources Conservation Service, United States Department of Agriculture, an agency and Department of the United States Government, hereby approves the foregoing Minimum Conservation Deed Restrictions for Agricultural Preservation.

Assistant State Conservationist for Easements
Natural Resources Conservation Service
United States Department of Agriculture

STATE OF Florida

COUNTY OF Alachua

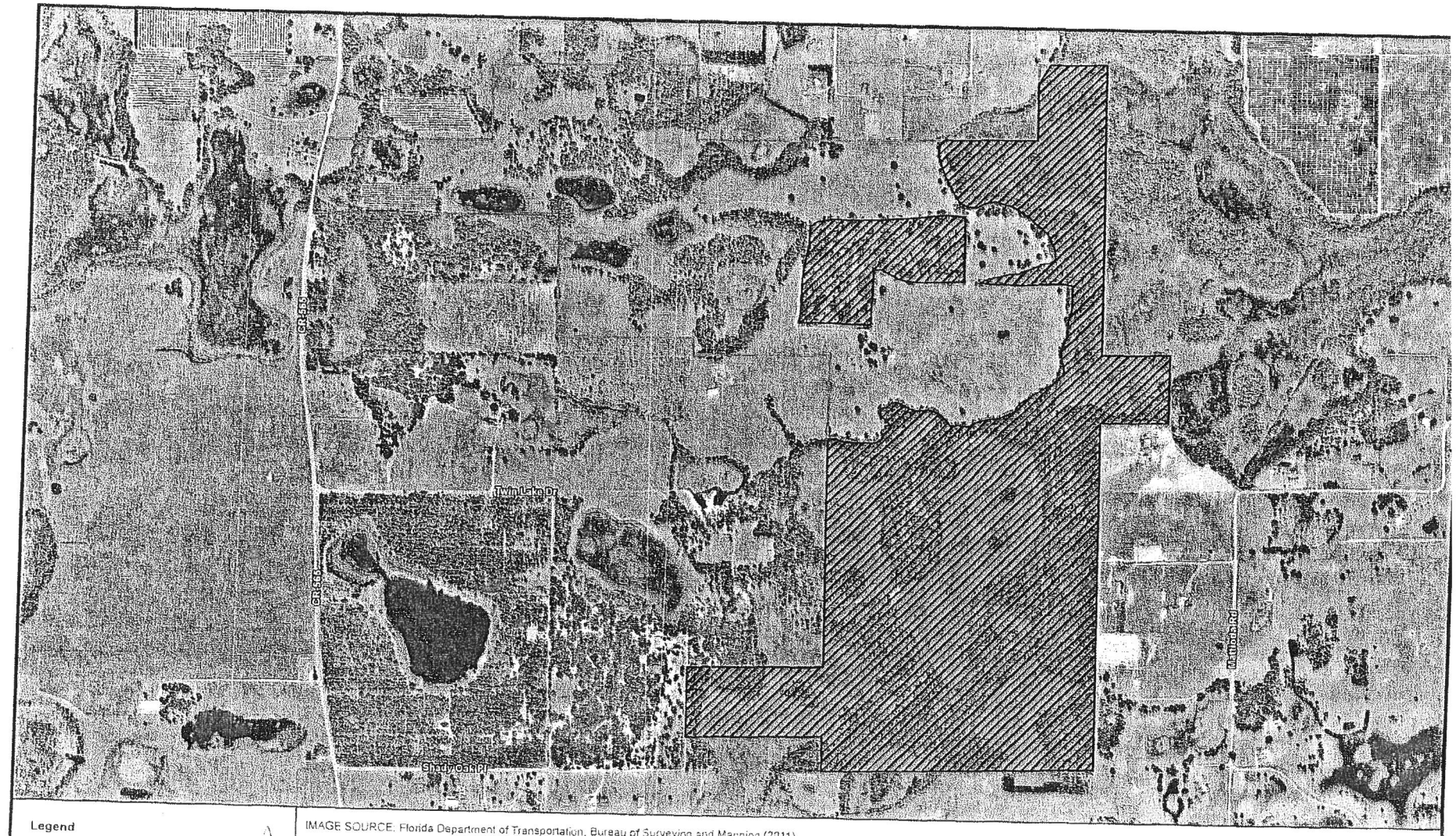
On this 11th day of September, 2014, before me, the undersigned, a notary public in and for the State, personally appeared Roney Gutierrez, known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that he or she is the Assistant State Conservationist for Easements of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency and acknowledge and accepted the rights conveyed by the deed to be his or her voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

Notary Public, State of Florida
My Registration No.: EE 115029
My Commission Expires 08/21/2015

M. T. SANTOS
MY COMMISSION # EE 115029
EXPIRES: August 21, 2015
Bonded Thru Budget Notary Services

Exhibit "C"



Legend

- Special Natural Area Boundary
- Subject Property Boundary

N

0 500 1,000 2,000 Feet

IMAGE SOURCE: Florida Department of Transportation, Bureau of Surveying and Mapping (2011)

PROJECT NO.: 32-61-140007	
PROJECT MANAGER: JAMES PARKER	
GIS ID: 32611400008015	
DRN BY: KB	REVISION NO.: 01
DATE: 04/09/2014	REVISION DATE: 08/13/2014
CHK BY: JP	STATUS: FINAL

WRS Infrastructure & Environment
221 HOBBS STREET, SUITE 108, TAMPA, FLORIDA 33619
PH (813) 684-4400 FAX (813) 684-4477

SPECIAL NATURAL AREAS MAP
BASELINE DOCUMENTATION REPORT
JAHREIS PROPERTY
JAHREIS FAMILY RANCH PROJECT
GROVELAND, LAKE COUNTY, FLORIDA
FDEP CONTRACT NO. PL266
WRS PROJECT NO. 32-61-140007

Exhibit "D"

Legend
Subject Property Boundary
Building Envelope Boundary
0
500
1,000
2,000 Feet
N
Building Envelope
230.44 Acres
Building Envelope
136.04 Acres
Building Envelope
0.83 Acres
Dimensions 100'x100'
Building Envelope
198.94 Acres
CR-555
CR-555
Shady Creek
Twin Lakes Rd
Mattoch Rd
IMAGE SOURCE: Florida Department of Transportation, Bureau of Surveying and Mapping (2011)
PROJECT NO. 32-61-140007
PROJECT MANAGER: JAMES PARKER
GIS ID: 32611400007E016
DRN BY: KB
REVISION NO.: 01
DATE: 04/16/2014
REVISION DATE: 08/13/2014
CHK BY: JP
STATUS: FINAL
WRS
BUILDING ENVELOPES MAP
BASELINE DOCUMENTATION REPORT
BARRIES FAMILY RANCH PROJECT
GROVELAND, LAKE COUNTY, FLORIDA
FDEP CONTRACT NO. PL266
WRS PROJECT NO. 32-61-140007