



Wolfe Creek Forest - Phase IV Owner: Kingfisher Timber, LLC

Santa Rosa County, Florida

Approved for Agenda Purposes Only

OPTION AGREEMENT FOR SALE AND PURCHASE

| E    | 100  | PA  | ttorney |
|------|------|-----|---------|
| Date | : [] | 12/ | 2021    |

THIS AGREEMENT is made this \_\_\_\_\_ day of January, 2021, between THE TRUST FOR PUBLIC LAND, a California non-profit corporation whose address is 306 North Monroe Street, Tallahassee, Florida 32301 as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Buyer". Buyer's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

- 1. GRANT OF OPTION. Seller hereby grants to Buyer the exclusive option to purchase the real property located in Santa Rosa County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if DSL gives written notice of exercise to Seller. Buyer acknowledges that Seller's obligation hereunder to convey title to the Property to Buyer is contingent upon Seller's purchase of the Property from Kingfisher Timber, LLC, a Delaware limited liability company.
- OPTION TERMS. The consideration for the option granted by this Agreement is \$100.00 ("Option 2. Payment"). Upon execution of this Option Agreement by DSL, DSL will apply to the Chief Financial Officer for a state warrant in the amount of the Option Payment, which, will be forwarded to the escrow agent to hold for the benefit of Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Buyer exercises the Option; Provided, however, the Option Payment shall be credited toward the purchase price at closing if Buyer timely exercises the option as discussed below. The option may be exercised during the period beginning with Buyer's approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 120 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.
- 3.A. PURCHASE PRICE. The purchase price for the Property is FOUR MILLION THREE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$4,325,692.00) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025(8), Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 6.
- 3.B. <u>ADJUSTMENT OF PURCHASE PRICE</u>. The Initial Purchase Price set out in paragraph 3.A. above is based on \$2,422 per acre ("Acre Price") for an estimated 1,786 un-surveyed acres. The Initial Purchase Price shall be adjusted and the Final Adjusted Purchase Price shall be obtained by multiplying the lower of (i) the Acre Price; or (ii) the final DSL approved maximum value per acre permitted to be paid under Section 253.025, Florida Statutes ("Final DSL Approved Acre Value"), by the surveyed acreage shown on the final DSL approved survey required by paragraph 6. hereof. The Acre Price as set forth above in this paragraph 3.B. will not decrease unless the Acre Price is in excess of the Final DSL Approved Acre Value. If it is determined by DSL that the Acre Price is in excess of the Final DSL Approved Acre Value, the Acre Price will be reduced to the Final DSL Approved Acre Value. The Seller acknowledges that the Acre Price and the estimated number of Acres may vary substantially from the Final DSL Approved Acre Value and the surveyed Acres as shown on the final DSL approved survey required by paragraph 6. hereof.

BLA No. 328275 PROJECT Wolfe Creek Forest Phase IV Notwithstanding any provision herein to the contrary, the Final Adjusted Purchase Price shall not exceed nor be less than \$2,422 per acre, even though this amount may be less than the DSL Approved Value of the Property.

- 4. <u>ENVIRONMENTAL SITE ASSESSMENT</u>. Seller, with Buyer's prior written approval and prior to the exercise of the option and at Buyer's sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL to determine the existence or extent of Hazardous Materials on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5.)
- HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean-up of Hazardous Materials exceed a sum which is equal to 5% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement.

Nothing contained in this Agreement shall be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Buyer's legal and equitable remedies, if any, against Seller under any Environmental Law for Hazardous Materials located on the Property.

- 6. <u>SURVEY</u>. Seller, with Buyer's prior written approval and meeting survey standards as required by Buyer, may have the Property surveyed at Buyer's expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. The Survey shall be certified to, but not limited to, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Seller, Seller's title agent, and Seller's title underwriter for the purpose of Seller's purchase of the Property from Kingfisher Timber, LLC.
- 7. <u>TITLE INSURANCE</u>. Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense.
- 8. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Seller shall, within 90 days after notice from Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to either: (a) accept the title as is then with no reduction in the Purchase Price, (b) extend the amount of time Seller has to remove the defects in title, (c) with Seller's written agreement, cut out the affected portion of the Property and reduce the Purchase Price by an amount equal to the product of the Purchase Price per acre for the acres being cut out, multiplied by the acreage cut out, or (d) terminate this Agreement, thereupon releasing Buyer and Seller

BLA No. 328275 PROJECT Wolfe Creek Forest Phase IV from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement shall apply.

- 9. <u>INTEREST CONVEYED</u>. At closing, Seller shall execute and deliver to Buyer a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Buyer and do not impair the marketability of the title to the Property. Buyer and Seller acknowledge that Seller's obligation to convey title to the Property to Buyer is conditioned on Seller's purchase of the Property.
- 10. <u>PREPARATION OF CLOSING DOCUMENTS</u>. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the deed described in paragraph 9 of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on DSL forms provided by DSL.
- 11. <u>DSL REVIEW FOR CLOSING</u>. DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Buyer elects to terminate the Agreement.
- 12. <u>EXPENSES</u>. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 9. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.
- 13. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Buyer acquires fee title to the Property between January 1 and November 1, Seller 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 transfer based upon the current assessment and millage rates on the Property. If Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.
- 14. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.
- 15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by DSL in writing. Seller warrants that any billboards on the property shall be removed prior to closing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 3% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of

time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

- 16. <u>RIGHT TO ENTER PROPERTY AND POSSESSION</u>. Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Buyer at closing.
- 17. ACCESS. Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.
- 18. <u>DEFAULT</u>. If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.
- 19. <u>BROKERS</u>. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.
- RECORDING. Buyer may record this Agreement, or notice of it, in the appropriate county or counties.
- 21. <u>ASSIGNMENT</u>. This Agreement may be assigned by Buyer, in which event Buyer will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Buyer.
- TIME. Time is of essence with regard to all dates or times set forth in this Agreement.
- 23. <u>SEVERABILITY</u>. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.
- 24. <u>SUCCESSORS IN INTEREST</u>. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.
- ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties. Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.
- 26. WAIVER. Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

- 27. <u>COUNTERPARTS</u>. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.
- 28. <u>ADDENDUM</u>. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.
- 29. <u>NOTICE</u>. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.
- 30. <u>CERTIFICATION REGARDING TERRORISM</u>. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.
- 31. <u>SURVIVAL</u>. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE JANUARY 15,2021, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE TO FOLLOW]

|  | THE TRUST FOR PUBLIC LAND, a California non-profit corporation   |
|--|--|
| Witness as to Seller   | - January Control Confidence of the Confidence o |
| Printed Name of Witness  | Date signed by Seller  |
| Stary S. Caylor  | Phone No   |
| Witness as to Seller  Stacy S. Gayhart  Printed Name of Witness  | 8 a.m. – 5 p.m.  |
|  |  |
| STATE OF Florida   |  |
| COUNTY OF 600  |  |
| notarization this day of day OC 4, 202(  | e me by means of [ physical presence or [] online by J. Alex Ghio, as Senior Course for proporation. Such person(s) (Notary Public must check  |
| is/are personally known to produced a current driver l   | icense(s).   |
| (NOTARY PUBLIC SEAL)   | as identification.  Stacy S. Cayhert  Notary Public  Stacy S. Cayhert  (Printed, Typed or Stamped Name of  Notary Public)  |
| STACY 5 GAYHART  Notary Public - State of Florida  Commission # GG 236128  My Comm. Expires Oct 31, 2022 | Stacy S. Gayhart  (Printed, Typed or Stamped Name of Notary Public)  |
| Bonded through National Notary Assn.   | Commission No.: 66 23 6128   |

SELLER

My Commission Expires: 10-31-2022

#### BUYER

BOARD OF TRUSTEES OF THE INTERNAL

IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA BY DIVISION OF STATE LANDS OF THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BY: Witness as to Buyer NAME: Callie DeHaven AS ITS: Director, Division of State Lands Printed Name of Witness Witness as to Buyer Date signed by Buyer Printed Name of Witness Approved as to Form and Legality By: Date: STATE OF FLORIDA COUNTY OF LEON The foregoing instrument was acknowledged before me by means of [\_] physical presence or [\_] online notarization this \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_ by Callie DeHaven, Director, Division of State Lands, the State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me. (NOTARY PUBLIC SEAL) Notary Public (Printed, Typed or Stamped Name of Notary Public) Commission No.: My Commission Expires:

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#### EXHIBIT 'A'

#### Parcel 200:

Section 31, Township 4 North, Range 27 West: ALL, less and except that portion of the property lying West of the center of Paul Barnes Road.

Tax Parcel No. 31-4N-27 0000-00101-0000

#### Parcel 201:

. Section 32, Township 4 North, Range 27 West: W ½ Tax Parcel No. 32-4N-27 0000-00200-0000

#### Parcel 79:

. Section 6, Township 3 North, Range 27 West: All that part of Section lying East of the center of Paul Barnes Road.

Tax Parcel No. 06-3N-27-0000-00101-0000

#### Parcel 77:

Section 5, Township 3 North, Range 27 West: All of Section Tax Parcel No. 05-3N-27-0000-00100-0000

#### Parcel 76:

. Section 4, Township 3 North, Range 27 West: That part of the South ½ of Northwest ¼ lying West of Three Notch Trail and that part of the Southwest ¼ lying West of Three Notch Trail. Tax Parcel No. 04-3N-27 0000 00701-0000

NOTE: This legal description is for appraisal purposes. There may be revisions based on a boundary survey and title insurance commitment of the property.

8/12/2020

Wolfe Creek Forest - Phase IV Kingfisher Timber, LLC Santa Rosa County

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# <u>ADDENDUM</u> BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT (CORPORATION/PARTNERSHIP)

| Before me, the undersigned authority, personally appeared |  |                                 |   |               |
|---|--|---------------------------------|---|---------------|
| this  | day of, 20, who, first                   | st being duly sworn, deposes    | and says:                               |               |
| 1)  | That affiant is the                      | of                              | , as "Seller", whose                    | address is    |
|   |  |                                 | , and in such capacity has persona      | l knowledge   |
| of the matte  | rs set forth herein and has been duly    | authorized by Seller to make    | te this affidavit on Seller's behalf.   | That at the   |
| time of set f   | or closing, Seller will be the record of | wner of the Property. As re     | quired by Section 286.23, Florida       | Statutes, and |
| subject to th   | e penalties prescribed for perjury, the  | following is a list of every "  | person" (as defined in Section 1.0)     | (3), Florida  |
| Statutes) ho  | lding 5% or more of the beneficial in    | nterest in the disclosing enti- | ity: (if more space is needed, atta     | ch separate   |
| sheet)  |  |                                 |   |               |
| Name  |  | Address                         | Interest                                |               |
|   |  |                                 |   |               |
|   |  |                                 |   |               |
|   |  |                                 |   |               |
| 2) That to the  | ne best of the affiant's knowledge, all  | persons who have a financia     | il interest in this real estate transac | tion or who   |
| have received   | d or will receive real estate commissio  | ons, attorney's or consultant's | fees or any other fees, costs, or ot    | her benefits  |
| incident to th  | e sale of the Property are: (if non-app  | licable, please indicate "No    | one" or "Non-Applicable")               |               |
| Name  | Address                                  | Reason for Payment              | Amount                                  |               |

| 3) That, to the best of the affiar                           | nt's knowledge, th                     | e following is a true histo   | ory of all financial transactions (including any |
|--|--|---|--|
|  |  |   | perty which have taken place or will take place  |
|  |  |   | (if non-applicable, please indicate "None"       |
| or "Non-Applicable")   |  |   |  |
| Name and Address<br>Of Parties Involved                      | <u>Date</u>                            | Type of<br>Transaction  | Amount of<br>Transaction                         |
|  |  |   |  |
|  |  |   |  |
|  |  |   |  |
|  |  |   |  |
|  |  |   |  |
| This affidavit is given in Statutes.                         | compliance with                        | the provisions of Section   | s 286.23, 375.031(1), and 380.08(2), Florida     |
| AND FURTHER AFFIANT SAYE                                     | ETH NOT.                               |   | AFFIANT  |
| OTLAND OR  |  |   |  |
| STATE OF   |  |   |  |
| COUNTY OF)   |  |   |  |
| SWORN TO AND SUBSCRIBE<br>Such person(s) (Notary Public must | D before me this<br>t check applicable | box): day of  | , 20, by   |
| []   |  | known to me,  the driver license(s).  as i                              | dentification.                                   |
| (NOTARY PUBLIC SEAL)   |  |   |  |
| William I OBDIC SEAL)  |  | Notary Public   |  |
|  |  | (Printed, Typed o<br>Notary Public)<br>Commission No.:<br>My Commission |  |

BRES - 141.1, Revised 01/22/15

#### ADDENDUM (CORPORATE/NON-FLORIDA)

- A. At the same time that Seller submits the closing documents required by paragraph 9. of this Agreement, Seller shall also submit the following to DSL:
  - 1. Corporate resolution that authorizes the sale of the Property to Purchaser in accordance with the provisions of this Agreement and a certificate of incumbency,
  - 2. Certificates of good standing from the Secretary of State of the State of Florida and the Secretary of State of the State of California, and
  - Copy of proposed opinion of counsel as required by paragraph B. below.
- B. As a material inducement to Purchaser entering into this Agreement and to consummate the transaction contemplated herein, Seller covenants, represents and warrants to Purchaser as follows:
  - 1. The execution of this Agreement and the performance by Seller of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite corporate authority of Seller.
  - 2. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of California and is duly licensed and in good standing and qualified to own real property in the State of Florida.
  - 3. This Agreement, when executed and delivered, will be valid and legally binding upon Seller and enforceable in accordance with its terms and neither the execution of this Agreement and the other instruments to be executed hereunder by Seller, nor the performance by Seller of the various terms and conditions hereto will violate the Articles of Incorporation or By-Laws of Seller, nor will they constitute a breach or default under any agreement, indenture or other instrument to which Seller is a party or by which Seller is bound.

At the closing, Seller shall deliver to Purchaser an opinion of counsel from an attorney licensed to practice law in the State of Florida and an active member in good standing with the Florida Bar, to the effect that the covenants, representations and warranties contained above in this paragraph B. are true and correct as of the closing date. In rendering the foregoing opinion, such counsel may rely as to factual matters upon such other documents as counsel may deem necessary and advisable.

| SELLER THE TRUST FOR PUBLIC LAND, a California non-profit corporation | PURCHASER  |  |  |
|---|--|--|--|
| BY: SENIUR COUNS Y  | BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA |  |  |
| (CORPORATE SEAL)  | BY DIVISION OF STATE LANDS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION |  |  |
|   | BY:  |  |  |
| Date Signed by Seller   | NAME:<br>AS ITS:   |  |  |
| Phone No. 8 a.m. – 5 p.m.   | Date signed by Purchaser   |  |  |

BLA-142.1, Revised 3/12/02



# FLORIDA DEPARTMENT OF **Environmental Protection**

Jeanette Nuñez

Lt. Governor

**Ron DeSantis** 

Governor

**Noah Valenstein** Secretary

Marjory Stoneman Douglas Building 3900 Commonwealth Boulevard Tallahassee, FL 32399-3000

### MEMORANDUM

To: Robbie Parrish, Bureau of Real Estate Services

FROM: WAYNE GRIFFIN, Senior Appraiser, Bureau of Appraisal APPROVED BY: Jay Scott, Acting Chief, Bureau of Appraisal

**SUBJECT:** Appraisal Approval Memorandum

DATE: October 22, 2020

Project: Wolfe Creek Forest, Phase IV

B/A File No.: 20-8232 County: Santa Rosa

Fee Appraisers: Trent Marr, MAI, SRPA Date of Value: (1) Sept. 22, 2020

> Date of Value: (2)Steve Griffith, MAI, SRA Sept. 22, 2020

Review Appraiser: Rhonda Carroll. MAI Date of Review: Oct. 21, 2020

| Owner                  | Land Size<br>(Acres) | 11  |                            | Maximum Value | Divergence |
|------------------------|----------------------|-----|----------------------------|---------------|------------|
| Kingfisher Timber, LLC | 1,786 Acres          | (1) | \$4,644,000<br>\$4,465,000 | \$4,644,000   | 4.0%       |

#### **COMMENTS ON DIVERGENCE:**

The divergence in value falls within the acceptable range as indicated in 18-1.006, Florida Administrative Code.

#### **SUMMARY OF COMMENTS:**

An administrative review of the appraisals and the attached appraisal review memorandum performed for the above referenced property has been conducted.

The contract review appraiser conducted a "technical review" which is a detailed review of the appraisals of the above referenced property. In the technical review, the review appraiser provides a certification indicating that the appraisal reports and the appraisal review were performed in accordance with the Uniform Standards of Professional Appraisal Practice as well as with the current edition of the Supplemental Appraisal Standards for the Board of Trustees.

The review appraiser's memorandum and comments as to the content and appropriateness of the methods, techniques and data are accepted. The review appraiser states that the appraisal reports comply with the required standards and are approved as reviewed.

Digitally signed by Wayne Wayne Griffin Griffin Date: 2020.10.22 10:38:17 -04'00'

Staff Appraiser

Digitally signed by Jay Jay Scott Scott Date: 2020.10.22 Acting Chief Appraiser

Rhonda A. Carroll, MAI St. Cert. Gen. REA RZ459



P.O. Box 2501 Tallahassee, FL 32316

Office (850) 575-1999 / Fax (850) 575-1911 www.CarrollAppraisal.com

DATE: October 21, 2020

TO: Wayne Griffin, Senior Appraiser

Bureau of Appraisal

FROM: Rhonda A. Carroll, MAI, AI-GRS

Fee Review Appraiser

Carroll Appraisal Company, Inc.

SUBJECT: Wolfe Creek Forest, Phase IV

B/A File #20-8232

Santa Rosa County, Florida

As requested, I have made a field review and technical review of the appraisal reports for the parcel referenced above. The appraisals were prepared by Steve Griffith, MAI, SRA and Trent Marr, MAI, SRPA. Both appraisals reflect a date of value of September 22, 2020. Both appraisals are dated October 21, 2020.

#### GENERAL INFORMATION AND SCOPE OF REVIEW

The fee simple interest was appraised, subject to easements and reservations of record. The scope of this review included inspecting the subject parcel and all comparable sales which were relied upon in forming the opinions of the value of the property. The appraisal reports were reviewed to determine their completeness, accuracy, adequacy, relevance, and reasonableness. Where necessary, revisions were requested for clarification/correction in the appraisals, and this review report reflects my opinions after corrections have been received. In conducting my review analysis, I reviewed sales records to ascertain if there were any additional sales which the appraisers should have considered in their reports. I possess geographic competence as I have been appraising real estate in this area for over 30 years. By way of signing this review memorandum, I am concurring with the analysis and conclusions in the appraisals. The appraisals were reviewed to determine their compliance with the Supplemental Appraisal Standards for Board of Trustees, revised March 2016, and the Uniform Standards of Professional Appraisal Practice (2020-2021).

Wayne Griffin October 21, 2020 Page Two (2)

For our use, market value may be defined as:

"The most probable price which a property will sell in a competitive and open market, under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:"

- 1. Buyer and seller are typically motivated.
- 2. Both parties are well informed or well advised, and acting in what they consider their own best interests.
- 3. A reasonable time is allowed for exposure in the open market.
- 4. Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition is synonymous with the definition used by the appraisers.

The following table summarizes the appraisers' conclusions:

| Appraiser | Unit Value/Acre | Value Conclusion | Divergence |
|-----------|-----------------|------------------|------------|
| Griffith  | \$2,500         | \$4,465,000      |            |
| Marr      | \$2,600         | \$4,644,000      | 4.00%      |

#### OWNER OF RECORD

The current owner of record is: Kingfisher Timber, LLC C/O Timberland Investments Resources 14120 Ballantyne Corporate PL Suite 325 Charlotte, NC 28277

<sup>&</sup>lt;sup>1</sup>Supplemental Appraisal Standards for Board of Trustees=

Wayne Griffin October 21, 2020 Page Three (3)

#### SALES HISTORY

The subject property has been under its current ownership since March of 2017 when it transferred as part of a 9,393-acre land package in two separate transactions for a total consideration of \$17,138,800 or \$1,825 per acre. The two transactions involved one seller (CF Florida LLC) and two different but related buyers (ETO II TRS, LLC and Kingfisher Timber, LLC). The indicated price per overall acre was approximately \$1,825. One appraiser considered this sale in his analysis. The subject is currently under an option contract to the Trust for Public Land for an undisclosed amount.

#### **NEIGHBORHOOD DESCRIPTION**

The neighborhood is bound by Highway 87 to the west, State Highway 178 to the north, Blackwater River to the east and the Blackwater Bay and Escambia Bay to the south. This area is largely rural and dominated by agricultural uses, except for the commercial areas within the City of Milton and N.A. S. Whiting Field. This area has seen little new growth over the past.

The subject is located outside the City limits of Milton, near the north boundary of the neighborhood. Within the immediate area, there are mostly sparse residential uses, some mobile homes and much vacant agricultural and timber land.

The subject parcel is located roughly 10-12 miles northeast of downtown Milton and just over four miles north of Whiting Field. State Roads 87 and 89 are two-lane asphalt paved roadways that serve as two of the primary north-south thoroughfares in the County. This area has seen little new growth over the past decade.

Both appraisers have provided a good description of the neighborhood in their appraisals, with detailed analysis of property types in the area.

#### SITE DESCRIPTION

The subject parcel is made up of five contiguous tax parcel numbers which total 1,786 acres. The parcel has approximately 72% planted timber. The site is irregular in shape and has approximately two miles of frontage on the east side of Paul Barnes Road and approximately 2,653 of frontage on the south side of Buddy Hardy Road

The majority of the parcel is located outside of a flood zone, as only 5% is located in Flood Zone A. The tract has 108 acres of wetlands, which represents approximately 6% of the total tract.

The upland areas consist of a combination of merchantable planted pine, pre-merchantable planted pine, and cutover pine areas. The non-plantable areas contain natural mixed hardwood, pine, and cypress. Timber volume information was provided to the appraisers by the property owner. Based on this information with consideration for current timber prices, Mr. Griffith estimated a value of approximately \$450 per acre. Mr. Marr concurred with these figures for his analysis as well.

Wayne Griffin October 21, 2020 Page Four (4)

Neither public water nor public sewer is available in the area. Water is generally provided by on-site well and disposal is typically via septic tanks in the area. There are no improvements on the property, aside from interior roads and some gates.

Both appraisers have provided good descriptions of the site in their appraisals. I have reviewed the information regarding the timber value and the appraisers' estimates appear to be reasonable and consistent with the data provided. Both appraisers have recognized that the mineral rights have been severed and both appraisers have stated that this will be considered in their valuations, as this is common for the area.

#### **ZONING/FUTURE LAND USE**

The subject parcel has a land use of AG, Agricultural. The parcel is zoned AG-2, which permits a density of up to one unit per 15 acres.

#### ASSESSMENT INFORMATION (2019)

The subject tract is assessed for a total of \$287,220 and consists of five tax parcel numbers. The total tax liability is \$3,509.56.

#### INTENDED USE AND USER OF THE REVIEW

The intended use of the appraisals and this review report is to assist the intended users with potential acquisition property. The intended users of the appraisal report and this review report are the Department of Environmental Protection (DEP), Division of State Lands, Bureau of Appraisal and the Board of Trustees of the Internal Improvement Trust Fund (TIITF).

#### **CLIENT OF THE REVIEW**

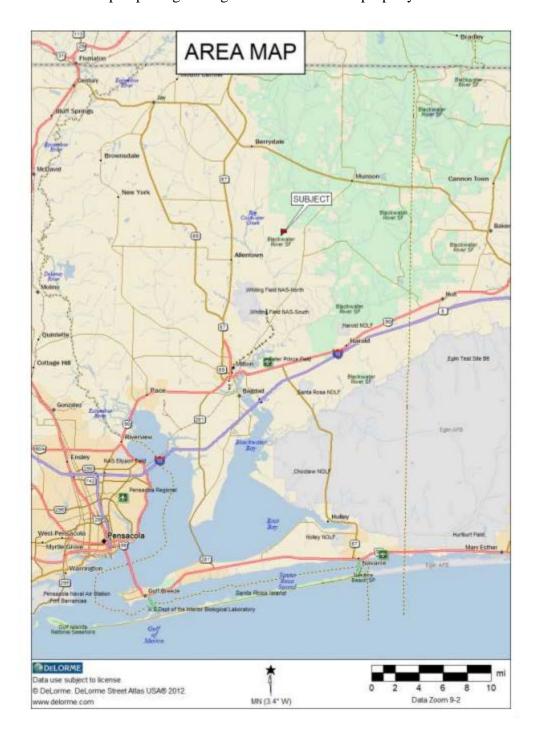
The client of both the appraisals and the review is the Bureau of Appraisal of the Department of Environmental Protection.

# PURPOSE OF THE REVIEW

The purpose of the review is to form an opinion as to the completeness and appropriateness of the methodology and techniques utilized to form an opinion as to the value of the subject property and to assure that the appraisals conform to the Uniform Standards of Professional Appraisal Practice and Supplemental Appraisal Standards for the Board of Trustees and other requirements of the specific assignment.

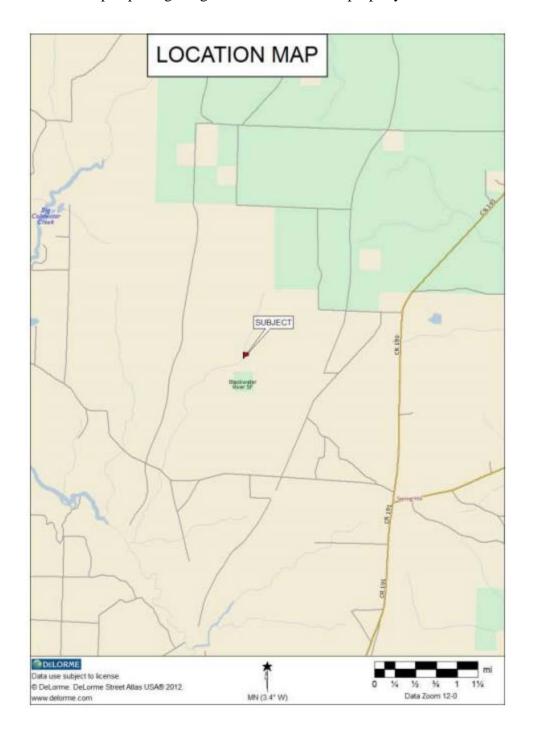
Wayne Griffin October 21, 2020 Page Five (5)

Below is a map depicting the regional location of the property:



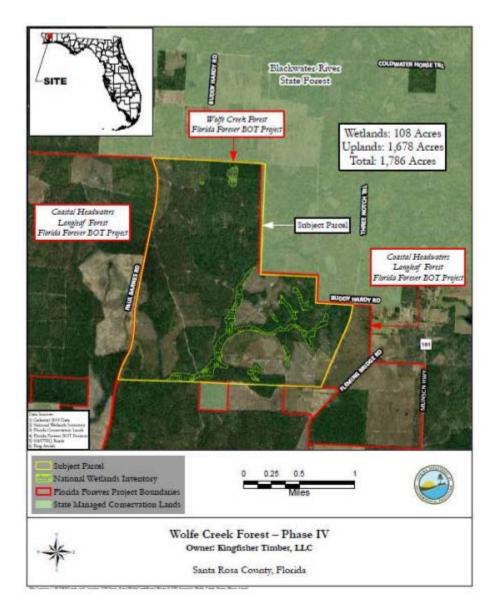
Wayne Griffin October 21, 2020 Page Six (6)

Below is a map depicting the general location of the property:



Wayne Griffin October 21, 2020 Page Seven (7)

Below is a map depicting the uplands/wetlands of the subject tract:



# <u>MEMORANDUM</u>

Wayne Griffin October 21, 2020 Page Eight (8)

The photos on the next five pages were taken from the Griffith appraisal.



Subject -View From Buddy Hardy Road



Subject - View From Buddy Hardy Road



Subject - Interior View



Subject- Interior View



Subject - Interior View



Subject- Interior View



Subject - Interior Road



Subject- Interior View



Street Scene



Street Scene

Wayne Griffin October 21, 2020 Page Thirteen (13)

#### **HIGHEST AND BEST USE**

The concept of highest and best use is based upon the premise that a property should be valued based on the use which will produce the highest market value and the greatest financial return. This use must be legally permissible, physically possible, financially feasible and maximally productive.

The appraisers have noted throughout the reports that there are outstanding oil, gas and mineral rights which were reserved by a previous owner of the property. These rights would affect the full, unhindered use of the property, however they do not significantly interfere with the property's current silviculture and recreational use.

Mr. Griffith concluded that the highest and best use is for recreational/timber production. His conclusions are reasonable and are well supported in the appraisal.

Mr. Marr concluded that the highest and best use is for silviculture and recreational use. He added that the subject is located in a less developed area of Santa Rosa County and considered that although it is possible to develop the site, there is no demand for new subdivisions in the area at this time.

Both appraisers have considered the location of the tract and have determined that there is no demand at this time for development. Based on my personal inspection of the subject and its surrounding area, I concur with these conclusions. There is no demand for any use other than timber or recreation.

#### **VALUATION**

Since the property is vacant, the sales comparison approach was relied upon. Mr. Griffith analyzed four total sales which ranged in size from approximately 643 acres to 9,392 acres. The sales occurred between August 2016 and May 2019. The sales ranged in prices per acre from \$1,421 to \$3,500. Mr. Griffith considered adjustments for conditions of sale, financing, market conditions, location, size, highest and best use, wetlands, water frontage, road frontage, improvements, conservation easements and timber value. He applied qualitative adjustments to the sales and concluded that two sales were inferior (\$1,421 and \$1,825 per acre), one sale was slightly superior (\$2,806) and one sale was superior (\$3,500). Mr. Griffith concluded an overall value of \$2,500 per acre, or \$4,465,000. Mr. Griffith's conclusions are reasonable and they are well supported. His sales share the same highest and best use as the subject.

Mr. Marr also considered four sales, two of which were the same as the sales used by Mr. Griffith. His sales occurred between August 2016 and June of 2020. The sales ranged in size from approximately 508 acres to approximately 2,227 acres. Mr. Marr considered adjustments for market conditions, conditions of sale, location, size, wetlands, timber, zoning, topography, water frontage, road frontage and improvements. He considered the sales which were the most similar in size and the most recent and concluded \$2,600 per acre. Mr. Marr's conclusions are reasonable and they are well supported. His sales share the same highest and best use as the subject.

Wayne Griffin October 21, 2020 Page Fourteen (14)

#### FINAL COMMENTS

Title work provided to the appraisers reflected that there are outstanding mineral rights associated with the subject tract. Both appraisers have reflected this information in the body of their appraisal reports and both and considered the impact on value. Mineral rights reservations are common in this area and the absence of mineral rights does not affect the marketability of the property. I am aware of no significant mineral interest in the area and I am of the opinion that mineral interests have no impact upon the market value of the land.

The following table summarizes the appraisers' conclusions:

| Appraiser | Unit Value/Acre | Value Conclusion | Divergence |
|-----------|-----------------|------------------|------------|
| Griffith  | \$2,500         | \$4,465,000      |            |
| Marr      | \$2,600         | \$4,644,000      | 4.00%      |

The appraisers' opinions differ by 4.0% in their value estimates of the tract. They used six total sales between them, as they used two of the same sales. I provided them both with an additional, more recent sale to consider. They both concluded that the sale had significantly higher timber value, was better located and had more development potential. The tract sold for \$3,920 per acre but had \$1,145 per acre of timber value. After consideration for adjustments for timber, location and development potential, this sale would "adjust out" near the range of the concluded values for the subject. Ultimately, the sales chosen by the appraisers required fewer adjustments and are more comparable to the subject tract than the sale I provided.

Wayne Griffin October 21, 2020 Page Fifteen (15)

The scope of the review involves developing an opinion to address the five specific qualities in the work under review. These include completeness, accuracy, adequacy, relevance and reasonableness.

- Completeness: Both appraisal reports satisfy the requirements of the Supplemental Appraisal Standards for the Board of Trustees and the Uniform Standards of Professional Appraisal Practice. Both appraisals are self-contained appraisal reports and include all supporting documentation in support of the value conclusions reached by the appraisers.
- Accuracy: Overall, the reports meet the general requirements described in the appraisal
  instructions specific to the assignment and accurately reflect the assignment conditions.
  The math and analysis within the reports is accurate. The reports accurately discuss the
  approaches to value used, and those not used. The valuation methodologies used are
  appropriate and correctly applied. There were no mathematical errors noted in the
  appraisals.
- Adequacy: The work presented in each appraisal report meets the minimum requirements
  for its intended use. Following the stated scope of work in the appraisals, and in
  compliance with the Supplemental Appraisal Standards for the Board of Trustees (March
  2016), the documentation, verification, information, data, support and analysis in each
  report is adequate and meets minimum requirements.
- Relevance: Overall, the appraisal reports contain significant data and reasonable analysis that is appropriate and relevant to the conclusions and opinions. The Sales Comparison Approach was relevant and applicable in both appraisal reports, as it mirrors the thinking of buyers and sellers in the marketplace. Qualitative analysis of the subject and sales was used in both appraisals, in which the appraisers relied upon logical reasoning to differentiate the magnitude of a positive or negative adjustment in certain areas of adjustment. Neither appraiser considered the Cost or Income approach to value, as they were not considered relevant to the valuation of vacant land.
- Reasonableness: The data, analyses, conclusions, and opinions of value in both reports are considered reasonable and adequately supported overall.

Based on these conclusions, I find the appraisal reports of the subject property to be reasonably supported, appropriately analyzed, and adequately performed in accordance with generally accepted appraisal practices. Further, I find the opinions of value to be credible and adequately supported given the scope of work, and the intended use of the appraisal.

Therefore, it is my opinion that the appraisals adequately meet the requirements of the Supplemental Appraisal Standards for Board of Trustees, revised March 2016, the Uniform Standards of Professional Appraisal Practice (2020-2021)

THE REVIEWER APPROVES THE APPRAISAL REPORT

Wayne Griffin October 21, 2020 Page Sixteen (16)

#### **CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have not previously reviewed appraisal reports regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of
  predetermined assignment results or assignment results that favors the cause of the client, the attainment of a
  stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal
  review.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the subject and the sales of the work under review.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I **have** completed the continuing education program for Designated Members of the Appraisal Institute.

Rhonda a Cenol &

October 22, 2020

Rhonda A. Carroll, MAI, AI-GRS, AI-RRS State Certified General Real Estate Appraiser RZ 459 Date



The Conner Building 3125 Conner Boulevard Tallahassee, Florida 32399-1650

# FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES COMMISSIONER NICOLE "NIKKI" FRIED

January 6, 2021

Ms. Callie DeHaven, Director Division of State Lands, Mail Station 100 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Dear Ms. DeHaven:

The Florida Forest Service (FFS) accepts management of the Kingfisher Timber, LLC Tract (parcel numbers: 31-4N-27 0000-00101-0000; 32-4N-27 0000-00200-0000; 06-3N-27-0000-00101-0000; 05-3N-27-0000-00100-0000; 04-3N-27 0000 00701-0000) in Santa Rosa County which consists of approximately 1,786 acres and is identified on the attached map.

The subject property will increase the state forest's ecological value, provide public access and will benefit from multiple-use management activities consistent with Blackwater River State Forest.

If you have any questions, please feel free to contact Alan Davis at (850) 681-5816 or Alan.Davis@FDACS.gov (Suite J, Room 238).

Thank you for your assistance in this matter.

Sincerely,

Erin Albury, Director Florida Forest Service

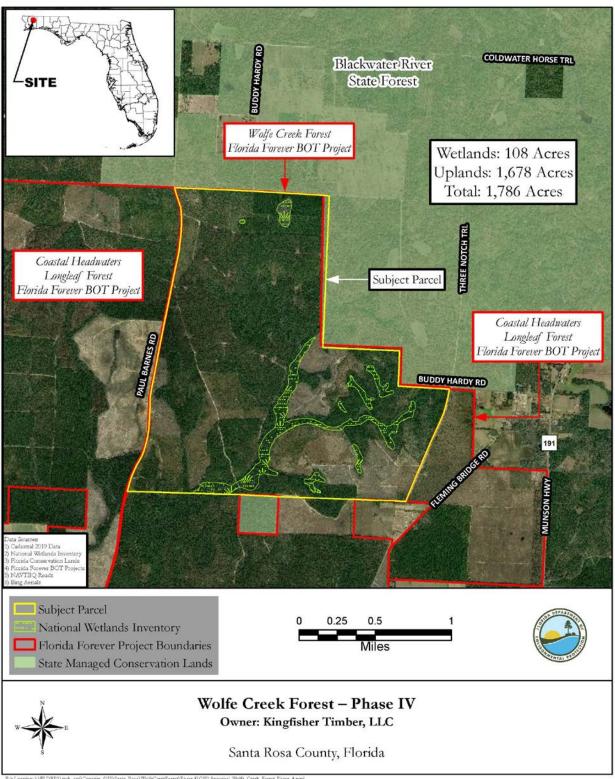
EA/ad

Enclosures

cc: John Sabo, Assistant Director, FFS

Jimmy Roberts, Chief, Forest Management, FFS

Keith Rowell, PSM, Land Programs Administrator, FFS



File Location: \\FLDBP1\mch\_cad\Counties\_GIS\Santa\_Rous\WolfeCoretForest\Phase 4\GIS\Appeaisal\_Wolfe\_Creek\_Forest\_Phase\_4.mm
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#### DEPARTMENT OF THE NAVY

COMMANDING OFFICER
NAS WHITING FIELD
7550 USS ESSEX STREET SUITE 200
MILTON, FLORIDA 32570-6155

IN REPLY REFER TO

3000 Ser N00/0010 8 JAN 2021

Mr. Keith Rowell Lands Programs Administrator The Conner Building 3125 Conner Boulevard Tallahassee, FL 32399-1650

Dear Mr. Rowell:

Subj: WOLFE CREEK FOREST FLORIDA FOREVER PROJECT

Naval Air Station (NAS) Whiting Field appreciates the opportunity to provide a letter in support of the Wolfe Creek Forest project to protect restoration of the longleaf pine on public and private lands. The proposed landscape is located within the approved Florida Forever Wolfe Creek footprint and compliments on-going Florida Forever initiatives as well as environmental objectives identified by Naval Air Station (NAS) Whiting Field's Integrated Natural Resources Management Plan (INRMP). The totality of the proposed project's impacts include promotion of best practices in environmental stewardship, protection of at-risk species, implementation of invasive species mitigation plans and promotion of compatible land uses that support previous and on-going buffering projects in support of NAS Whiting Field's military mission.

Our assets encompass a footprint that spans across two states and four counties located throughout Alabama and the Florida Panhandle. NAS Whiting Field supports and promotes ecosystem protection, environmental stewardship and conservation buffering projects that preserve habitat and reduce incompatible development that have the potential to impact military operations. NAS Whiting Field enjoys a long-standing relationship with the State of Florida and surrounding communities in encouraging compatible land development, conservation of public/private lands and encroachment-partnering initiatives.

Since 2006, we have been working with two multi-year encroachment-partnering agreements (Navy-State and Navy-Santa Rosa County) to acquire real estate interests over properties located within a military planning zone around NAS Whiting Field and its Navy Outlying Landing Fields. These projects are located within the approved Florida Forever projects – Clear Creek, Wolfe Creek and Coastal Headwaters Longleaf Forest. This partnership has experienced great success in securing interests over many of these parcels using Readiness Environmental Program Integration (REPI) and state/local matching funds. Our desired end state also uses a wide-variety of outreach, education and collaboration tools. In total, NAS Whiting Field's goal over the next 5 to 10 years is to protect over 10,000-acres. To date, we have protected over 8,000-acres and executed more than \$27,000,000 in REPI/matching funds.

In closing, we support the Wolfe Creek initiative and its goal to protect, conserve and restore our regional ecosystem. We are an active and engaged partner with a shared vision to promote

innovative partnerships for collaboration and coordination in the interest of natural resource conservation, incompatible land use strategies and preservation of military mission training. Thank you for the opportunity to provide a letter of support for your consideration of this project. Please have your staff contact my Community Planning Liaison Officer, Mr. Randy Roy, (850) 623-6132, or by e-mail: randy.roy@navy.mil if you have questions.

Sincerely,

PAUL D. BOWDICH Captain, U.S. Navy



January 6, 2021

The Honorable Governor Ron DeSantis
The Honorable Commissioner of Agriculture Nikki Fried
The Honorable Attorney General Ashley Moody
The Honorable Chief Financial Officer Jimmy Patronis

Via: Alan.Davis@FDACS.gov

RE: Defenders of Wildlife's Letter of Support for the Wolfe Creek Forest Florida Forever Phase IV Project

Dear Governor DeSantis and the Members of the Board of Trustees of the Internal Improvement Trust Fund:

On behalf of Defenders of Wildlife (Defenders), we are pleased to support the Wolfe Creek Forest Phase IV Florida Forever Acquisition Project. Founded in 1947, Defenders is a national non-profit conservation organization focused solely on wildlife and habitat conservation and the safeguarding of biodiversity. Defenders has more than 96,000 members and supporters in Florida.

Defenders supports acquisition of this 1,768-acre tract which will contribute to the protection and management of Blackwater River State Forest. The Florida Forest Service will effectively manage this tract restoring longleaf pine forest and the habitat it provides for the Florida black bear and seven other rare species. Acquisition will provide additional public access to the Blackwater River State Forest and enhance outdoor recreational opportunities and will make it less expensive to conduct land stewardship activities such as prescribed burning.

This project furthers the goals of the Northwest Florida Sentinel Landscape as it prevents conversion of a working forest to land uses that may be incompatible with the military mission of Naval Air Station Whiting Field. The goal of the Northwest Florida Sentinel Landscape is to create innovative partnerships for collaboration and coordination among private landowners, conservationists, military installations and government agencies. Defenders is the principal non-profit organization working with the U.S. Eglin Air Force to nominate and develop support for federal designation of the Florida panhandle as the Northwest Florida Sentinel Landscape.

Acquisition of the Wolfe Creek Forest Phase IV project conserves biodiversity, protects military missions, provides recreation opportunities and maintains clean water. Thank you for the opportunity to comment on this important conservation proposal.

Sincerely,

Kent L. Wimmer, AICP

Senior Representative, Northwest Florida <a href="mailto:kwimmer@defenders.org">kwimmer@defenders.org</a> / 850-528-5261