




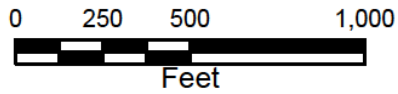


-  Subject Parcel
-  Florida Forever Project Boundaries
-  State Managed Conservation Lands
-  Federal Managed Conservation Lands
-  City/County Managed Conservation Lands



Florida Keys Ecosystem - Cudjoe Key
 Owner: Monroe County Comprehensive Plan Land Authority

Monroe County, Florida

File Location: \\FLDEP\tech_cad\SURVEY\Florida Keys Ecosystem\Cudjoe Key\Messera\GIS\Agenda_Cudjoe_Key_Messera_Pro.aprx
 Date Saved: 10/26/2021 8:36 AM
 Map Created By: GW Stelzer



SITE

National Key Deer Refuge

Florida Keys Overseas Heritage State Trail

OVERSEAS HWY

Florida Keys Ecosystem
Florida Forever BOT Project
- Hammocks of the Lower Keys
- Cudjoe Key

Florida Keys Wildlife and Environmental Area

Florida Keys Ecosystem
Florida Forever BOT Project
- Hammocks of the Lower Keys
- Cudjoe Key

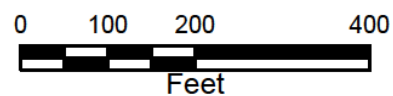
PIRATES RD

LA FITTE DR

PEGLEG LN

JOLLY ROGER DR

- Subject Parcel
- Florida Forever Project Boundaries
- State Managed Conservation Lands
- Federal Managed Conservation Lands



Florida Keys Ecosystem - Cudjoe Key
Owner: Monroe County Comprehensive Plan Land Authority

Monroe County, Florida

File Location: \\FLDEP\DSL_Data\SURVEY\Florida Keys Ecosystem\Cudjoe Key\Messera\GIS\Agenda_Cudjoe_Key_Messera_Pro.aprx
Date Saved: 10/26/2021 8:36 AM
Map Created By: GW Stelzer

By: Makell Sant**OPTION AGREEMENT FOR SALE AND PURCHASE** Date: 11-19-2021

THIS AGREEMENT is made this ____ day of _____, 20__, between MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is the State of 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 Monroe 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.

2. **OPTION TERMS.** The consideration for the option granted by this Agreement is \$100.00 ("Option 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 FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000) ("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, 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. **ADJUSTMENT OF PURCHASE PRICE.** If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be reduced to the DSL Approved Value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the

provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price".

4. ENVIRONMENTAL SITE ASSESSMENT. Buyer, prior to the exercise of the option and at its 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.)

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 3% 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. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

6. SURVEY. Buyer may have the Property surveyed at its 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.

7. TITLE INSURANCE. 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 it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, (d) 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 (e) terminate this Agreement, thereupon releasing Buyer and Seller 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. INTEREST CONVEYED. 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. Any sovereignty submerged lands included in the Property ownership will be conveyed to the Buyer by quitclaim deed and shall not be included in the purchase price.

10. PREPARATION OF CLOSING DOCUMENTS. 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. DSL REVIEW FOR CLOSING. 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. EXPENSES. 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 5% 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. RIGHT TO ENTER PROPERTY AND POSSESSION. 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. DEFAULT. 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. BROKERS. 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.

20. RECORDING. Buyer may record this Agreement, or notice of it, in the appropriate county or counties.

21. ASSIGNMENT. This Agreement may be assigned by Buyer, with the prior written consent of Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

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

23. SEVERABILITY. 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. SUCCESSORS IN INTEREST. 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.

25. 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. Seller hereby waives its rights to any and all claims against Buyer or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

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

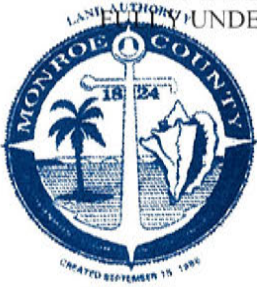
29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. CERTIFICATION REGARDING TERRORISM. 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. SURVIVAL. 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 NOVEMBER 18, 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.



SELLER
MONROE COUNTY COMPREHENSIVE PLAN LAND
AUTHORITY, a land authority under section 380.0663 (1),
Florida Statutes, and Monroe County Ordinance Number 031-
1986

[Signature]
Witness as to Seller Mark J. Rosch

[Signature]
David P. Rice, Chairman

[Signature]
Witness as to Seller Christine Hurley

11/17/21
Date signed by Seller

Approved as to form and legality:

Phone No. 305-289-6000
8 a.m. - 5 p.m.

[Signature]
Gregory S. Oropeza, Esquire

STATE OF Florida)

COUNTY OF Monroe)

The foregoing instrument was acknowledged before me by means of [x] physical presence or [] online notarization this 17th day of Nov, 2021 by David P. Rice, Chairman of Monroe County Comprehensive Plan Land Authority. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

[Signature]
Notary Public
Dina Ann Gambuzza
(Printed, Typed or Stamped Name of
Notary Public)



Commission No.: GG 336333
My Commission Expires: 9/17/23

BUYER

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

BY DIVISION OF STATE LANDS OF THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Witness as to Buyer

BY: _____
Callie DeHaven, Director

Witness as to Buyer

Date signed by Buyer

Approved as to Form and Legality

By: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

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: _____

EXHIBIT "A"

Lots 1 through 11, inclusive, Block 7 and Lot 1, Block 8 of Cutthroat Harbor Estates, according to the Plat thereof as recorded in Plat Book 4, Page 165 of the Public Records of Monroe County, Florida.

and

A Parcel of submerged land in Sacarma Bay in Section 28, Township 66 South, Range 28 East, Cujoe Key, Monroe County, Florida, south of and adjacent to Lot 1, Block 7 of Cutthroat Harbor Estates, as recorded in Plat Book 4, Page 165 of the Public Records of Monroe County, Florida and being more particularly described as follows:

Commencing at the intersection of the East Line of Government Lot 8 of said Section 28 and the shoreline of Sacarma Bay, said intersection also to be known as the Point of Beginning of the parcel of submerged lands hereinafter described, bear South 210 feet, more or less, to a point, thence bear South 73° 00' East and parallel with the shoreline and 200 feet from same for a distance of 151.62 feet; thence bear North for a distance of 210 feet, more or less, back to the shoreline; thence meander the shoreline in a northwesterly direction for a distance of 150 feet, more or less, back to the point beginning.

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

Before me, the undersigned authority, personally appeared David P. Rice, ("affiant"), this 17th day of November 20 21, who, first being duly sworn, deposes and says:

1) That affiant is the Chairman of Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, as "Seller", whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
Non-Applicable. Seller is a land authority under section 380.0663(1), Florida Statutes and Monroe County Ordinance Number 031-1986.		

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees, costs, or other benefits incident to the sale of the Property are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Gregory Oropeza Oropeza Stones and Cardenas, PLLC	221 Simonton Street Key West, FL 33040	Attorney's Fee	\$475.00

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: **(if non-applicable, please indicate "None" or "Non-Applicable")**

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
James Messera, Trustee of M.B.G. Investments Corporation 6655 Kensington Lane, Apt. 305 No Grantor address on deed	7/6/18	Conveyance to Estate of Grace Messera Grimaldi aka Grace Messera aka Grace M. Grimaldi [REDACTED]	\$100 or less
James Messera, Personal Representative of the Estate of Grace Messera Grimaldi aka Grace Messera aka Grace M. Grimaldi No Grantor address on deed	7/6/18	Conveyance to James Messera Joanne Messera [REDACTED]	\$100 or less
James Messera Joanne Messera No Grantor address on deed	5/19/20	Conveyance of 46% interest to Daniel Selman, Trustee Key West/Cudjoe Land Trust under Agreement dated 5/1/20 [REDACTED]	\$100 or less
James Messera Joanne Messera Daniel Selman, Trustee of the Key West/Cudjoe Key Land Trust under Agreement dated 5/1/20	11/5/21	Sale to MCLA	\$600,000.00

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT



David P. Rice

STATE OF Florida)

COUNTY OF Monroe)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17th day of November, 2021, by David P. Rice. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)



Dina Ann Gambuzza
Notary Public
Dina Ann Gambuzza
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: GG336333
My Commission Expires: 9/17/23



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

MEMORANDUM

To: Amy Phillips, GOCIII, BRES
FROM: FRANCE ALFORD, Senior Appraiser, Bureau of Appraisal
APPROVED BY: Jay Scott, Chief, Bureau of Appraisal
SUBJECT: Appraisal Approval Memorandum
DATE: November 8, 2021

Project: Florida Keys Ecosystem - Cudjoe Key - Messera
B/A File No.: 21-8359
County: Monroe

Fee Appraisers:	(1) Andrew Magenheimer	Date of Value:	09/21/2021
	(2) Michael Jonas	Date of Value:	09/14/2021
Review Appraiser:	William Benson	Date of Review:	11/08/2021

Owner	Land Size (Acres)	Appraised Values		Maximum Value	Divergence
James & Joanne Messera	2.85	(1)	\$600,000	\$600,000	0.0%
		(2)	\$600,000		

COMMENTS ON DIVERGENCE:

Maximum value is established based on 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.

Frances M. Alford
Digitally signed by Frances M. Alford
Date: 2021.11.08 15:45:43 -05'00'

Staff Appraiser

Jay F. Scott
Digitally signed by Jay F. Scott
Date: 2021.11.08 15:55:21 -05'00'

Chief Appraiser

w.h. benson & company
real estate valuation & consulting
licensed real estate broker

4780 Dairy Road, Unit #103
Melbourne, Florida 32904
Tel: (321) 984-0999
Fax: (321) 984-9796

CONFIDENTIAL MEMORANDUM

File #15202

Date: November 8, 2021

To: Ms. Frances Alford, Senior Appraiser
Bureau of Appraisal
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 110
Tallahassee, Florida 32399-3000

From: William H. Benson, MAI, CCIM
Independent Review Appraiser

Subject: Florida Keys Ecosystem-Cudjoe Key
B/A File # 21-8350; County: Monroe

WORK UNDER REVIEW

I have completed a technical review of the appraisal completed for the above referenced project. The appraisal was completed by Mr. Andrew H. Magenheimer, MAI, of Slack, Johnston & Magenheimer, Inc., Miami, Florida, and Michael Jonas, MAI, of Carlson, Norris & Associates, Fort Meyers, Florida. Mr. Magenheimer concluded at a value of \$600,000 as of September 14, 2021, with a report date of September 21, 2021, and Mr. Jonas concluded at a value of \$600,000 as of September 14, 2021, with a report date of September 28, 2021.

The fee simple interest in the property was appraised. The purpose of the appraisal was to estimate the market value of the property. The intended use of the appraisal was to assist the client in decision making relative to potential purchase of the subject property.

INTENDED USE/

INTENDED USER OF REVIEW: The intended users of this appraisal assignment are Monroe County Land Authority and the Florida Department of Environmental Protection and Board of Trustees of the Internal Improvement Trust Fund (TITF) of the State of Florida.

EFFECTIVE DATE OF REVIEW: November 8, 2021

DATE OF REVIEW REPORT: November 8, 2021

William H. Benson, MAI, CCIM, President

DEFINITION OF MARKET VALUE¹

The appraisal provided an estimate of market value.

Market value is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to 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 the following conditions:

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 United States 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.

SCOPE OF REVIEW

The scope of the review involved a thorough desk review in which the appraisal was evaluated for compliance with USPAP. The scope of review did not include inspecting the subject property or the comparable sales. This review complies with the Uniform Standards of Professional Appraisal Practice, Standard Rule #3. Please be advised that the review process is limited by the fact that I did not personally verify the sales data used nor did I conduct my own independent research to identify comparable sales, etc. The review is limited to analysis of the information provided and to assure substantial compliance with the Uniform Standards of Professional Appraisal Practice. This review should not be construed or represented as an additional independent opinion of value or an additional appraisal.

The following data are obtained from the appraisal reports and some of the descriptive summaries are excerpted.

¹ (Source: Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal Florida Department of Environmental Protection, December 2012)

NEIGHBORHOOD DATA

The subject property is located in Monroe County, Florida, also known as the Florida Keys. Monroe County is made up of a chain of small islands that sweep about 115 miles in a southwesterly direction from the southern tip of Florida's mainland, ending at Key West. The county is divided into four separate regions or expanded neighborhoods: the Upper, Middle, and Lower Keys and the City of Key West. The subject property is located in the Lower Keys region on Cudjoe Key.

Cudjoe Key lies approximately 21 to 23 miles east of Key West between Mile Markers 21 and 23 of Overseas Highway (US Highway 1). Overseas Highway is the only access from the mainland Miami-Dade County by car to all destinations in the Keys.

Cudjoe Key is bifurcated by Overseas Highway. The area of Cudjoe Key south of Overseas Highway where the subject property is located is comprised of fairly dense development in single family subdivisions.

The subject property is part of the Cutthroat Harbor Estates subdivision. Cutthroat Harbor Estates is a large subdivision located on both side of Overseas Highway. The portion of the subdivision located south of Overseas Highway is comprised of is mostly comprised of canal front lots averaging 6,000 square feet.

North of Overseas Highway, Cudjoe Key is sparsely developed. The Cudjoe Key Air Force Station is located at the northern end of the island.

SITE DESCRIPTION

Parcel Identification: Vacant land located at the intersection of Pirates Road and Overseas Highway (U.S. Highway 1), between Mile Markers 22 and 23, ocean side, Cudjoe Key, Monroe County, Florida.

Land Area: 124,146 square feet
2.85 acres

It should be noted, the land area and habitat areas relied upon herein were provided by FDEP and differ slightly from the areas reported by the Monroe County Property Appraiser's Office.

Habitat:	Developed land:	0.27 acre
	Hardwood hammock:	0.99 acre
	Exotic (Schinus)	0.22 acre
	Buttonwood:	0.19 acre
	Salt Marsh:	0.35 acre
	Mangrove:	0.19 acre
	Water:	<u>0.64</u> acre
	Total:	2.85 acres

Ownership, History, Listings Contracts: According to the information available, the property is owned by James Messera, Joanne Messera and Daniel Selman as Trustee of the Key West/Cudjoe Key Land Trust, 6655 Kensington Lane, Apt. 305, Delray Beach, FL 33446. It is our understanding ownership of the property has been held by members of the Messera family in excess of 10 years. The most recent recorded document for the subject property was in May, 2020. A quit claim deed was recorded with James Messera and Joanna Messera as the grantors and Daniel Selman, As Trustee of the Key West/Cudjoe Key Land Trust as the grantee. This quit claim deed transferred a 46% interest.

The property is listed for sale for \$799,000 and has been on the market for over two years. The original asking price was \$1,300,000. The asking price was reduced in August, 2021 to \$799,000. The property is currently under contract for sale to the Monroe County Land Authority for \$600,000.

Parcel Access: The subject property has approximately 200 feet of frontage on Overseas Highway and 727 feet on Pirates Road. In the vicinity of the subject property, Overseas Highway is a two-lane highway with a center turn lane and merge lane in front of the subject property. Pirates Road is a two-lane, asphalt paved road reportedly in poor condition. It extends from Overseas Highway south where it terminates near the water's edge.

The property also has approximately 750 feet of frontage on a navigable canal although most of the canal frontage is currently obstructed by mangroves. There is a small cleared area with a makeshift boat ramp to the canal on Block 7, Lot 1. The subject property also has approximately 150 feet of ocean frontage although any ground level view or access is currently obstructed by mangroves.

Future Land Use:

Block 8, Lot 1:	MU (Mixed Use Commercial); Monroe County
Block 7, Lots 1-11:	RM (Residential Medium); Monroe County

Zoning:

Block 8, Lot 1:	SC (Suburban Commercial); Monroe County
Block 7, Lots 1-11:	IS (Improved Subdivision); Monroe County

The northern 0.54 acre of the subject site, the northernmost lot, is zoned SC (Suburban Commercial) and the southern 2.31 acres, or the south 11 lots, are zoned IS (Improved Subdivision). Its future land use designations correspond to the zoning and are MC (Mixed Commercial) and RM (Residential Medium). The subject property is designated as Tier I. It is assumed that there are no other covenants, restrictions or easements that would adversely affect the use of the site to such an extent that it would negatively impact its value. SC zoning permits a variety of commercial uses including retail and office and IS permits detached dwelling units (1 DU/lot).

Based on zoning and land use alone, the subject site could be developed with a commercial use on the north lot and 11 single family homes on the remaining lots. The property was determined to have 12.56 TDRs.

The northernmost lot is zoned SC, a commercial classification. Only a portion of the lot would be permitted to be cleared or 4,704 square feet. This lot has frontage on Overseas Highway and Pirates Road.

The remaining 11 lots comprising the residentially zoned portion of the subject property contain a total of 2.31 acres including approximately 1.67 acres of upland and 0.64 acres of submerged lands.

Monroe County Property

Appraiser's Information: The total 2021 assessments and 2020 taxes for the property are as follows:

Land Value	\$1,745,844
Improvement Value	<u>\$ 0</u>
Market/Just Value	\$1,745,844
Assessed Value	\$1,030,385
Real Estate Taxes:	\$11,590.89

Utilities: Public utilities are available to the area including water, sewer and electric but would have to be extended to the site from the east.

Flood Zone: Zones AE-10, AE-11, VE-12, VE-13 and VE-16; National Flood Insurance Community Panel Number 12087C01311K, dated February 18, 2005.

Mineral Rights: It is assumed there are no known oil, gas and mineral reservations.

Easements: From the information available, there do not appear to be any easements or encroachments that would adversely affect the utilization of the subject property for its highest and best use.

Other Encumbrances: None known.

HIGHEST AND BEST USE

The highest and best use of the subject property is for development with commercial uses on the northernmost lot fronting Overseas Highway. The appraisers also estimate the highest and best use of the remaining 11 lots is for development with one single family home. The home would likely be constructed near the southern end of the property; thus, taking advantage of the potential open water views and aggregation of the northern lots.

The appraisers considered all relevant influences including physically possible, legally permissible and financially feasible uses for the subject property. It is my opinion that the appraisers' highest and best use conclusion of commercial uses for north portion of property and one single family homesite for the balance of the site well supported.

SALES COMPARISON APPROACH

Valuation - Mr. Magenheimer:

COMMERCIAL LAND SALES

Sale No.	Sale Date	Sales Price	Price Square Foot
1	Mar. 2020	\$242,500	\$17.89
2	Mar. 2020	\$242,500	\$19.40
3	Jun. 2021	\$230,000	\$30.67
4	Jun. 2021	\$487,000	\$16.92

Mr. Magenheimer utilized four comparable sales in the valuation of the commercial component of the subject site. Mr. Magenheimer considered all relevant value influences including financing, terms of sale, market conditions since the time of the sale, location, size, topography and differences in land use and zoning. Mr. Magenheimer utilized a qualitative analysis and did not attempt to adjust on a quantitative basis. Mr. Magenheimer concluded that comparable sales #1 and #2 were inferior in terms of market conditions. Sales 1, 2 and 4 were considered inferior overall and Sale 3 was considered to be superior. Mr. Magenheimer recited a range of value of \$17.89/SF to \$30.67/SF. Mr. Magenheimer concluded at a value of \$20 to \$22/SF. This resulted in the following calculations:

<u>Commercial Component</u>	
Net Usable Area	4,704 SF x \$20/SF = \$94,080
Net Usable Area	4,704 SF x \$22/SF = \$103,488
	Concluded to \$100,000 (RD)

Mr. Magenheimer recited five residential sales which were similar to the subject site.

RESIDENTIAL LAND SALES

Sale No.	Sale Date	Sales Price	Price Square Foot
5	Nov. 2020	\$610,000	\$5.80
6	Aug. 2020	\$620,000	\$34.32
7	Sept. 2020	\$435,000	\$6.42
8	Mar. 2021	\$400,000	\$9.96
9	Jun. 2021	\$649,000	\$12.16

All of the sales had navigable access and were ROGO exempt indicating that they were entitled for a building permit, similar to the highest and best use conclusion for the subject residential component. All of the sales were reasonably comparable to the subject residential component, and Mr. Magenheimer considered all relevant value influences including market conditions since the time of sale, differences in location, access, size, topography, zoning, shape, configuration and entitlements.

Mr. Magenheimer utilized the price per site as the unit of comparison and concluded at a range of \$400,000 to \$649,000 per home site. Equal reliance was placed on all five sales, and Mr. Magenheimer concluded at a value of \$500,000 for the residential component.

Summary of value conclusions for Magenheimer:

Commercial Zone Component	\$100,000
Residentially Zoned Component	<u>\$500,000</u>
Total	\$600,000

Valuation - Mr. Jonas:

SUMMARY OF COMMERCIAL SALES

Sale No.	Sale 1	Sale 2	Sale 3	Sale 4
Sales Price	\$600,000	\$242,500	\$500,000	\$127,500
Sale Date	March 19, 2018	March 27, 2020	May 4, 2020	June 25, 2020
Sale Price per Square Foot	\$3.88	\$17.89	\$17.84	\$5.12

Mr. Jonas utilized four comparable sales for the commercial component and considered all relevant value influences including financing, market conditions, conditions of sale, location, size, vegetation, zoning, highway frontage, and canal frontage.

Mr. Jonas utilized a different methodology for the commercial land sales and valued the gross land area associated with the commercial component whereas Mr. Magenheimer

utilized a net usable area. Mr. Jonas recited a range of value from \$3.88/SF to \$17.89/SF and considered comparable sales 2 and 3 superior to the subject property with sale 1 and 4 being inferior. Mr. Jonas concluded that the value was best represented below the mean and median of the four sales and above the inferior rated sales. Mr. Jonas concluded at a value of \$5.50/SF for the total land area associated with the commercial component. This resulted in the following calculation:

$$\begin{aligned} &\text{Commercial Component} \\ &\$5.50/\text{SF} \times 23,520 \text{ (gross area) SF} = \$129,360 \\ &\text{Rounded to } \$130,000 \end{aligned}$$

Mr. Jonas utilized the following sales for the residential component:

SUMMARY OF RESIDENTIAL SALES

Sale No.	Sale 1	Sale 2	Sale 3
Sales Price	\$435,000	\$267,500	\$649,000
Sale Date	September 18, 2020	November 2, 2020	July 9, 2021
Sale Price per Square Foot	\$8.29	\$6.46	\$12.16

Mr. Jonas utilized three residential sales of waterfront homesites and utilized a different unit of comparison than was utilized by Mr. Magenheimer. Mr. Jonas utilized a unit of comparison of the price per square foot overall, which ranged from \$6.46/SF to \$12.16/SF. All of the sales were reasonably comparable to the subject homesite and all relevant value influences were considered and Mr. Jonas concluded at the low end of the range with emphasis placed on comparable sale 2. Mr. Jonas rated comparable sales 1 and 3 superior to the subject overall. Based on this reasoning, Mr. Jonas concluded at a value of \$6.50/SF. Applied to the 72,748 SF contained within the subject property residential component, a value of \$472,862 was indicated, which Mr. Jonas rounded to \$470,000.

The sum of the two components is recited as follows:

Commercial Component	\$130,000
Residential Component	\$470,000
Total Value	\$600,000

CONCLUSIONS

It is my opinion that the appraisals were in substantial compliance with the Uniform Standards of Professional Appraisal Practice approved and adopted by the Appraisal Standards Board of the Appraisal Foundation. The appraisals were also completed in substantial compliance with the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection.

CERTIFICATION

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

- The facts and data reported by the review appraiser and used in the review process are true and correct.
- The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, 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 this report and I have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of 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, or the use of, this review.
- 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 review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have not made a personal inspection of the subject of the work under review.
- No one provided significant professional assistance to the person signing this certification.

- The appraisal reviewed is in substantial compliance with the Uniform Standards of Professional Appraisal Practice. The appraisal is also completed in substantial compliance the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of 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, William H. Benson, have completed the continuing education program for Designated Members of the Appraisal Institute.

REVIEWED BY:



Date: November 8, 2021

State-Certified General Appraiser #0001027



November 9, 2021

**Florida Fish
and Wildlife
Conservation
Commission**

Commissioners
Rodney Barreto
Chairman
Coral Gables

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Vice Chairman
Tequesta

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Executive Director

Thomas H. Eason, Ph.D.
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Division of Habitat and
Species Conservation
Melissa Tucker
Director

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Managing fish and wildlife
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of people.

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Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

MyFWC.com

Callie DeHaven
Division of State Lands Director
Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, FL 32399

Dear Ms. DeHaven,

The Florida Fish and Wildlife Conservation Commission (FWC) is excited to hear that the Department of Environmental Protection is pursuing the Messera property, proposed to be added to the Florida Keys Wildlife and Environmental Area (WEA).

The Messera property includes rockland hammock, saltmarsh, and mangrove wetlands, important for numerous rare and threatened plants and animals. Once acquired and leased to the FWC, the tract will also expand public recreational opportunities on the WEA.

We look forward to hearing of your progress. If we can be of any assistance during the acquisition process, please do not hesitate to contact Larame Ferry at (850) 487-9185 or email at Larame.Ferry@MyFWC.com.

With Regards,

James C Conner III Digitally signed by James C
Conner III
Date: 2021.11.09 12:55:13 -05'00'

James C. Conner III, Leader
Wildlife and Habitat Management Section
Florida Fish and Wildlife Conservation Commission

November 15, 2021

Re: Messera Property – Cudjoe Key

Dear Governor DeSantis:

I am writing to support the acquisition of the Messera property in Cudjoe Key, Monroe County, Florida. This property includes 12 contiguous lots on a canal in the Lower Keys which will support the Florida Fish and Wildlife Conservation Commission state lands located immediately across the street from the property. Audubon Florida is supportive of the Monroe County Land Authority's acquisition of this property and any subsequent sale to the State of Florida.

Audubon Florida has long worked to protect the outstanding migratory bird habitat within the Florida Keys. Our Everglades Science Center is located in Tavernier and operates as a major research station with ongoing studies related to birds, fisheries, wildlife, and the greater Florida Bay ecosystem. The sale of the Messera property presents an important conservation opportunity that the state should embrace for the following reasons:

- The Messera property is immediately adjacent to a Florida Keys Wildlife and Environmental Area (Hammocks of the Lower Keys – Cudjoe Key) which was acquired through the Florida Forever program.
- The National Key Deer Refuge is located immediately across Overseas Highway from both the Florida Forever project and the Messera property.
- Acquisition of this property would increase habitat connectivity in the area and provide natural corridors for fish and wildlife to pass between and among conservation lands.
- The Messera property is canal-front and so will provide important water access for species that rely on shorelines for feeding and nursery habitat. This includes a variety of commercially and recreationally important species, such as tarpon, snapper, snook, shrimp, blue crab, and lobster.
- The site contains tropical hardwood hammock, mangrove forests, and salt marshes. These natural communities are home to numerous state and federally listed species, including Reddish egrets, Roseate spoonbills, Great White herons, Lower keys marsh rabbit, Silver rice rat, White-crowned pigeon, Mangrove cuckoo, American crocodile, West Indian manatee, and many others.
- This property also includes ocean bottom land that is part of the Florida Keys National Marine Sanctuary – an Audubon Important Bird area and an Outstanding Florida Water. By purchasing the property, it will remove this important habitat from potential future development.

Thank you for your consideration and we hope that you will support the State of Florida's acquisition of this property.

Sincerely,



Julie Wraithmell
Executive Director
Audubon Florida
Julie.wraithmell@audubon.org
(850) 339-5009

CC: Attorney General Ashley Moody
Chief Financial Officer Jimmy Patronis
Commissioner of Agriculture Nikki Fried

THE
CONSERVATION FUND

7204 SE County Road 234
Gainesville, FL 32641
Phone: 352-665-3881
Email: lday@conservationfund.org
www.conservationfund.org

November 9, 2021

Ms. Callie DeHaven
Director, Division of State Lands
Florida Department of Environmental Protection
3900 Commonwealth Blvd., MS 140
Tallahassee, FL 32399

Re: Messera Property, Florida Keys Ecosystem Florida Forever Project

Dear Director DeHaven:

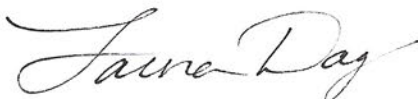
On behalf of The Conservation Fund, I am writing to support the acquisition of the Messera property, part of the highly ranked Florida Keys Ecosystem Florida Forever project.

The Messera tract conserves rockland hammock, a globally imperiled upland community, which is rich in biodiversity and under constant development pressure. It protects wetlands resources, including mangrove forest and salt marsh; and by preventing development it safeguards the fragile water resources of the Florida Keys Outstanding Florida Waters, recreational and commercial fisheries, and reefs around the Islands. It provides key habitat for multiple bird species including the gray kingbird, mangrove cuckoo, white-crowned pigeon, bald eagle, osprey, and the Antillean night hawk, as well as important habitat for migrating songbirds and hawks – helping to enhance the region as a world-wide destination for birding. Finally, the project will allow the Florida Fish & Wildlife Conservation Commission to manage the adjacent Florida Keys Wildlife Management Area more effectively.

The Conservation Fund has been working to protect the unique natural resources of the Keys since the 1980's, and this is a rare opportunity to protect water resources and habitat for some of the state's most imperiled species, while enhancing the local tourism-dependent economy.

Thank you for your consideration and we hope you will support the conservation of this important property.

Sincerely,



Lauren Day
Florida State Director

November 9, 2021

Governor Ron DeSantis
The State of Florida
The Capitol
400 South Monroe Street
Tallahassee FL 32399

Dear Governor DeSantis;

As a leader in conserving the natural resources of our precious state, I write today to express the support of The Nature Conservancy for the acquisition of the Messera Tract in the Florida Keys Ecosystem Florida Forever Project, and to urge you to vote in favor of this protection opportunity at the December 14, 2021 meeting of the Florida Cabinet. The Nature Conservancy in Florida has been working to conserve the natural areas, native species, and nature-based economy and recreational opportunities of the Florida Keys since 1971. We sponsored the initial Florida Forever application for the Florida Keys Ecosystem, and we are thrilled to see this opportunity before the Cabinet.

The Messera Tract contains hardwood hammock habitat that is important for the Federally endangered Key deer, State-listed White-Crowned Pigeon, and other rare species of animals and plants. Mangrove habitat on the tract helps protect the Outstanding Florida Waters of the Florida Keys National Marine Sanctuary from stormwater pollution and supports recreational and commercial fisheries. These native habitats also contribute to reducing flood risk for the adjacent U.S. Highway 1, a fact that is increasingly relevant to these and other "Climate Change Lands." Indeed, the Florida Keys Ecosystem is the top ranked Climate Change Lands Project in that Florida Forever category.

The proposed acquisition will be an addition to the Florida Keys Wildlife and Environmental Area's (FKWEA's) Spoonbill Sound management unit. Beyond its wildlife habitat value, the FKWEA provides for passive recreational activities for Monroe County residents and visitors to the Florida Keys.

We respectfully request your support of the acquisition of the Messera Tract in the Florida Keys Ecosystem Florida Forever Project.

Warm Regards,



Temperince Morgan
Executive Director



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Florida Keys National Wildlife Refuges
28950 Watson Boulevard
Big Pine Key, FL 33043
Phone: (305) 872-2239

November 9, 2021

Amy Phillips
Senior Acquisition Agent/GOC III
Department of Environmental Protection
Division of State Lands
Bureau of Real Estate Services
3900 Commonwealth Blvd, MS 115
Tallahassee, Florida 32399

Re: Messera Family Property Acquisition/Cudjoe Key

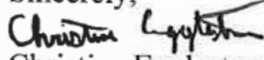
Dear Ms. Phillips:

On behalf of the U.S. Fish and Wildlife Service's Florida Keys National Wildlife Refuges Complex, I am writing to support acquisition of the Messera Family property located on Cudjoe Key, Florida. This property lies within the boundary of the National Key Deer Refuge and is adjacent to refuge lands which lie directly to the north, and a State Wildlife and Environmental Area to the west. The site and surrounding habitats contain mangrove, salt marsh, buttonwood, rare hardwood hammock, and shallow wetland and marine waters, all of which provide homes for resident, seasonal, and migratory wildlife. Numerous state and federally listed species, including the Key deer, Lower Keys marsh rabbit, Silver rice rat, White-crowned pigeon, Mangrove cuckoo, American crocodile, West Indian manatee, Green and Loggerhead sea turtles, and others live and forage in the area. Many of these species are found nowhere else in the continental United States and in some cases nowhere else in the world.

We look forward to cooperative management activities that would benefit these species for which the State and the U.S. fish and Wildlife Service are charged with protecting and conserving.

Thank you for the consideration and we hope you will support the acquisition of this piece of property.

Sincerely,


Christian Eggleston

Project Leader
Florida Keys National Wildlife Refuges Complex