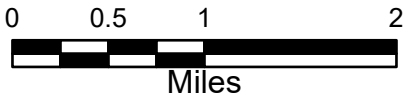
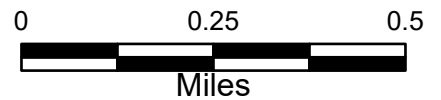
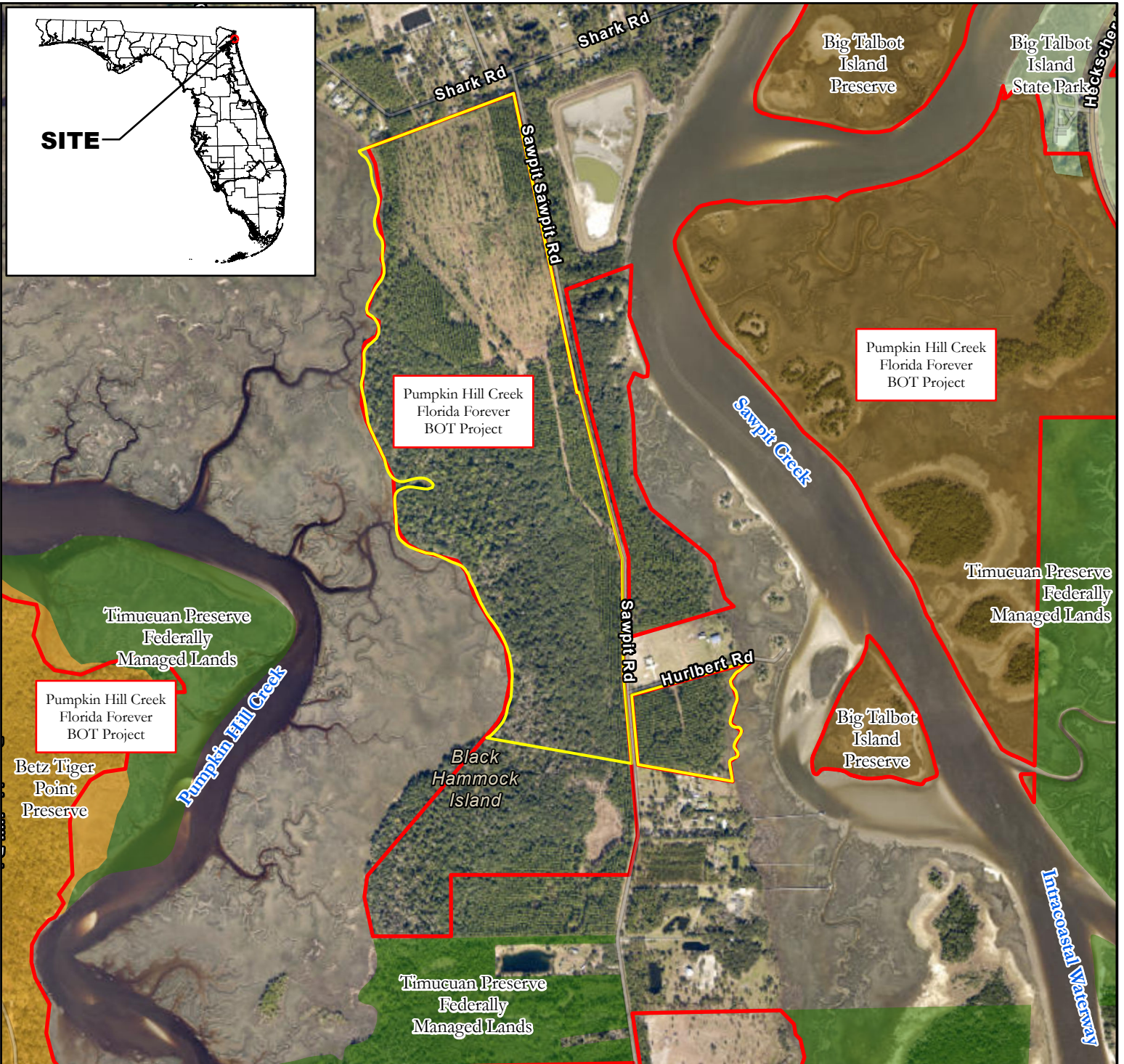


- Subject Parcel
- Florida Forever Project Boundaries
- State Managed Conservation Lands
- Federal Managed Conservation Lands
- City/County Managed Conservation Lands
- Private Managed Conservation Lands



**Pumpkin Hill Creek**  
**Owners: George L. Ogilvie Trust et al.**

Duval County, Florida



**Pumpkin Hill Creek**  
**Owners: George L. Ogilvie Trust et al.**

Duval County, Florida



By: [Signature]  
DEP Attorney

Date: 2/28/2022

## OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 Duval 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 George Ogilvie, Trustee (and any Successor Trustee) of the Ogilvie Family Trust and Ogilvie Family Living Trust dated the 6<sup>th</sup> day of May 2005.

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 MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,800,000) ("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(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. **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 97% 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 20 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. 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.)

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer or Seller, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer and Seller 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 cleanup 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. 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 cleanup of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Buyer, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. Seller shall defend, at Seller's sole cost and expense, any legal action, claim or proceeding instituted by any person against Buyer as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Buyer harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

The limitation herein on Seller's contractual obligation to indemnify Buyer as specified in this paragraph 5 shall not 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 against Seller under any Environmental Law for Hazardous Materials located on the Property.

6. SURVEY. 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 George Ogilvie, Trustee (and any Successor Trustee) of the Ogilvie Family Trust and Ogilvie Family Living Trust dated the 6<sup>th</sup> day of May, 2005. The survey shall definitively determine and state the number of acres to the nearest 1/100<sup>th</sup> of an acre.

7. TITLE INSURANCE. Buyer may obtain 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 have the option, within 90 days after notice from Buyer, to remove said defects in title. If Seller opts to clear the title defect Seller agrees to use diligent effort to correct the defects in title within the time provided therefor. 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 no reduction in the Purchase Price, (b) extend the amount of time Seller has to remove the defects in title, or (c) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement. If Seller opts to attempt to cure the title defects and 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.

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 as of date of the closing there will be 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 reasonable 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 2% 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, or (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, 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.

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.

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 **FEBRUARY 28, 2022**, 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]

SELLER

THE TRUST FOR PUBLIC LAND,  
a California non-profit corporation

CAR

Witness as to Seller  
Catherine A. Brown

Printed Name of Witness

Stacy Gayhart

Witness as to Seller

Stacy Gayhart

Printed Name of Witness

Peter Fodor

Peter Fodor, Legal Director

02-23-2022

Date signed by Seller

Phone No. 850-509-5919

8 a.m. - 5 p.m.

STATE OF Florida )

COUNTY OF Leon )

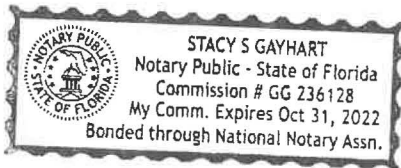
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 24 day of February, 2022 by Peter Fodor, as Legal Director for The Trust for Public Land, a California non-profit corporation. Such person(s) (Notary Public must check applicable box):

is/are personally known to me.

produced a current driver license(s).

produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)



Stacy S. Gayhart

Notary Public

Stacy S. Gayhart

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: GG 236128

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: \_\_\_\_\_  
NAME: Callie DeHaven  
AS ITS: Director, Division of State Lands

\_\_\_\_\_  
Witness as to Buyer

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness as to Buyer

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date signed by Buyer

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: \_\_\_\_\_

EXHIBIT "A"

PARCEL A

Parcel I. D. 159894-0040

A PORTION OF SECTIONS 22 AND 23 AND A PORTION OF SECTION 38, MARY SMITH GRANT, TOWNSHIP 1 NORTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 89 DEGREES 00 MINUTES 27 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 23, A DISTANCE OF 1864.53 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAWPIT ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) THENCE NORTHERLY AND WESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: COURSE NO. 1; NORTH 08 DEGREES 31 MINUTES 23 WEST, 714.32 FEET; COURSE NO. 2: NORTH 11 DEGREES 31 MINUTES 37 SECONDS EAST, 32.74 TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED EN OFFICIAL RECORDS 10284, PAGE 2259 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; COURSE NO. 3; CONTINUE NORTH 11 DEGREES 31 MINUTES 37 SECONDS EAST, 1026.09 FEET; COURSE NO. 4; NORTH 04 DEGREES 54 MINUTES 43 SECONDS WEST, 1412.30 FEET; COURSE NO. 5; NORTH 01 DEGREES 17 MINUTES 23 SECONDS WEST, 1177.29 FEET; COURSE NO. 6; NORTH 14 DEGREES 21 MINUTES 23 SECONDS WEST, 1537.26 FEET; COURSE NO. 7; SOUTH 76 DEGREES 46 MINUTES 28 SECONDS WEST, 20.00 FEET; COURSE NO. 8; NORTH 12 DEGREES 05 MINUTES 42 SECONDS WEST 2990.07 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9548, PAGE 1473 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 69 DEGREES 29 MINUTES 28 SECONDS WEST, ALONG LAST SAID LINE AND ALONG THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 12124, PAGE 473, OFFICIAL RECORDS 11411, PAGE 2086, OFFICIAL RECORDS 10169, PAGE 875 AND OFFICIAL RECORDS 11932, PAGE 115, ALL OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 1465 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF PUMPKIN CREEK; THENCE SOUTHERLY, WESTERLY, EASTERLY, SOUTHEASTERLY, NORTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, 9900 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFORESAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10284, PAGE 2259; THENCE NORTH 89 DEGREES 00 MINUTES 27 SECONDS EAST, ALONG LAST SAID LINE, 2225 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

AND

PARCEL B

Parcel I. D. 159894-0060

A PORTION OF SECTION 38, MARY SMITH GRANT, TOWNSHIP 1 NORTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAWPIT ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF HURLBERT ROAD (A 60 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 04 DEGREES 54 MINUTES 43 SECONDS EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAWPIT ROAD, 673.49 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9628, PAGE 1688 OF THE CURRENT PUBLIC RECORDS OF SAID

Pumpkin Hill  
Creek Ogilvie  
Family  
Trust/TPL  
Duval County  
Page 1 of 2

**Exhibit "A"**  
**continued**

COUNTY; THENCE SOUTH 81 DEGREES 59 MINUTES 03 SECONDS EAST, ALONG LAST SAID LINE, 955 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF SAWPIT CREEK; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, 1235 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF HURLBERT ROAD; THENCE SOUTH 73 DEGREES 31 MINUTES 37 SECONDS WEST, ALONG LAST SAID LINE, 1015 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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



**ADDENDUM**  
**BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT**  
**(CORPORATION/PARTNERSHIP)**

Before me, the undersigned authority, personally appeared Peter Foder ("affiant"), this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who, first being duly sworn, deposes and says:

1) That affiant is the Legal Director of The Trust for Public Land, as "Seller", whose address is 306 North Monroe Street, Tallahassee, Florida 32301, 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 at the time of set for closing, Seller will be 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>
-------------	----------------	-----------------

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: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
-------------	----------------	---------------------------	---------------

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>
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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

\_\_\_\_\_  
Peter Foder

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Peter Foder. 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)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**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
3. 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 LANDS,  
a California non-profit corporation

PURCHASER

BY: \_\_\_\_\_

As: \_\_\_\_\_

(CORPORATE SEAL)

\_\_\_\_\_

\_\_\_\_\_  
Date Signed by Seller

Phone No. \_\_\_\_\_  
8 a.m. – 5 p.m.

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

BY: \_\_\_\_\_  
Callie DeHaven, Director

\_\_\_\_\_  
Date signed by Purchaser



# 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:**  
**FROM:** FRANCE ALFORD, Senior Appraiser, Bureau of Appraisal  
**APPROVED BY:** Jay Scott, Chief, Bureau of Appraisal  
**SUBJECT:** Appraisal Approval Memorandum  
**DATE:** February 11, 2022

Project: Pumpkin Hill Creek - Ogilvie  
B/A File No.: 21-8362  
County: Duval

Fee Appraisers:	(1) Zac Ryan, MAI	Date of Value:	12/21/2021
	(2) Patrick Phipps, MAI	Date of Value:	12/21/2021
Review Appraiser:	Steve Slotkin, MAI	Date of Review:	02/11/2022

Owner	Land Size (Acres)	Appraised Values		Maximum Value	Divergence
George L. Ogilvie, Trustee of the Ogilvie Family Living Trust	241	(1)	\$6,291,000	\$6,291,000	8%
		(2)	\$5,825,000		

### 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.

Frances Alford  
Staff Appraiser  
Digitally signed by Frances Alford  
Date: 2022.02.17 14:01:14 -05'00'

Jay F. Scott  
Chief Appraiser  
Digitally signed by Jay F. Scott  
Date: 2022.02.17 14:04:03 -05'00'



## Appraisal Review of Two Appraisal Reports

**Project: Pumpkin Hill Creek-Ogilvie  
B/A File No. 21-8362**

**Located on the east and west sides of Sawpit Road  
Jacksonville, Duval County, FL 32226**

### Subject Parcel

**A 241 gross acre tract (233 usable acres)  
RE#159894-0040 & 159894-0060**

**Owned by George L. Ogilvie,  
Trustee of the Ogilvie Family Living Trust**

### Report 1:

**Patrick Phipps, MAI  
Colliers International  
Valuation & Advisory Services**

### Report 2:

**Zac Ryan, MAI  
Zac Ryan Appraisal Services, Inc.**

<b><u>Review Appraiser Of Record</u></b> Steven Slotkin, MAI Red Oak Appraisal Company 6817 Southpoint Parkway Suite 201 Jacksonville, FL 32216 Florida State-Certified General Appraiser: RZ2801	<b><u>Prepared For:</u></b> Florida Department of Environmental Protection Bureau of Appraisals Ms. Frances Alford Senior Appraiser 3900 Commonwealth Boulevard MS 110 Tallahassee, Florida 32399-3000
--	--

**Appraiser File # 1389**





# RED OAK APPRAISAL COMPANY

6817 SOUTHPOINT PARKWAY • SUITE 201 • JACKSONVILLE, FL 32216

TEL (904) 281-0373 • FAX (904) 212-2222

**Report Date:** February 11, 2022

Florida Department of Environmental Protection  
Bureau of Appraisals  
Ms. Frances Alford  
Senior Appraiser  
3800 Commonwealth Boulevard MS 110  
Tallahassee, Florida 32399-3000

**Re:** Appraisal review of two appraisals completed by Patrick Phipps, MAI, of Colliers International and Zac Ryan, MAI, of Zac Ryan Appraisal Services. The subject tract comprises two tax parcels for a total of 241 gross acres, of which 233 acres are usable uplands. The subject is located on the east and west sides of Sawpit Road in the North Planning District of Jacksonville, Duval County, FL 32226.

Project: Pumpkin Hill Creek-Ogilvie  
B/A File No. 21-8362

As requested, I have prepared an appraisal review of two appraisals on the above referenced property. The purpose of these appraisals was to provide an opinion of the market value of the subject tract for use in negotiations to purchase.

- Mr. Phipps (Colliers International) opinion of market value is: \$5,825,000
  - \$25,000 per usable acre
  - as of 12/21/2021
  
- Mr. Ryan's (Zac Ryan Appraisal Services) opinion of market value is: \$6,291,000
  - \$27,000 per usable acre
  - as of 12/21/2021

In my opinion, both appraisals under review are in substantial compliance with the Standard 1 and Standard 2 of the current Uniform Standards of Professional Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation.

In my opinion, both appraisals under review are in substantial compliance with the Supplemental Appraisal Standards for the Board of Trustees (SASBOT, March 2, 2016).



# RED OAK APPRAISAL COMPANY

6817 SOUTHPOINT PARKWAY • SUITE 201 • JACKSONVILLE, FL 32216

TEL (904) 281-0373 • FAX (904) 212-2222

Both fee appraisers completed a Sales Comparison Approach for the subject property. This is the most widely accepted method for valuing vacant land.

There were no Hypothetical Conditions or Extraordinary Assumptions used in either report.

Thank you for the opportunity to have been of service to you in this matter.

Respectfully submitted,

**Red Oak Appraisal Company**

A handwritten signature in blue ink, appearing to read "Steven Slotkin". The signature is fluid and cursive.

**Steven Slotkin, MAI**

Florida State-Certified General Real Estate Appraiser RZ2801

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## EXECUTIVE SUMMARY OF APPRAISAL REPORTS UNDER REVIEW

Project Number: B/A 21-8362  
Project Name: Pumpkin Hill Creek-Ogilvie

Reviewer: Steven Slotkin, MAI  
Red Oak Appraisal Company, Inc.  
6817 Southpoint Parkway, Suite 201  
Jacksonville, FL 32216

Effective Date of Appraisals: December 21, 2021  
Review Report Date: February 11, 2022

Subject Tract Address: 0 Sawpit Road  
Duval County  
Jacksonville, FL 32226

Subject Owner: George L. Ogilvie, Trustee  
of the Ogilvie Family Living Trust

Subject Tract Area: 241 gross acres  
233 usable acres  
8 wetland acres

Subject Tract Market Area: North Planning District of Jacksonville  
Subject Tract Land Use: Agriculture-IV (one unit per 2.5 acres)  
Subject Tract Zoning: Planned Unit Development (one unit per 1.5 acres)  
Subject Tract Flood Zones: X, X-Shaded, small amount of AE.

Reviewer's Client: The Bureau of Appraisal, Division of State Lands,  
Florida Department of Environmental Protection.

Intended Users of Review: The State of Florida Bureau of Appraisal  
  
The Board of Trustees of the Internal Improvement Trust Fund  
of the State of Florida

USPAP Compliance: Both appraisals are in substantial compliance with USPAP

SASBOT Compliance: Both appraisals are in substantial compliance with the  
Supplemental Appraisal Standards for the Board of Trustees  
(3/2/16, SASBOT)

**Report 1 Summary (Phipps / Colliers)**

Effective Date of Appraisal: December 21, 2021  
Appraisal Report Date: February 3, 2022

Appraiser of Record: Patrick Phipps, MAI  
Colliers International Valuation & Advisory Services  
State-Certified General Real Estate Appraiser RZ2954

Additional Appraiser: John Mullen, MAI  
Colliers International Valuation & Advisory Services  
State-Certified General Real Estate Appraiser RZ3496

Interest Appraised: Fee simple, subject to assumed typical easements

Value Requested: Market Value  
Subject Market Value: \$5,825,000  
Subject Unit Value Conclusion: \$25,000 per usable acre

Marketing Time: 12 months or less  
Exposure Time: 12 months or less

Hypothetical Conditions: None  
Extraordinary Assumptions: None

**Sales Data**

Unadjusted Unit Values: \$15,878 to \$30,612 per usable acre  
Days on Market: 5 months to 23 months

**Report 2 Summary (Ryan)**

Effective Date of Appraisal: December 21, 2021  
Appraisal Report Date: February 10, 2022

Appraiser of Record: Zac Ryan, MAI  
Zac Ryan Appraisal Services, Inc.  
State-Certified General Real Estate Appraiser RZ556

Additional Appraiser: Price L. Pickett  
State-Certified General Real Estate Appraiser RZXXX

Interest Appraised: Fee simple, no easements identified

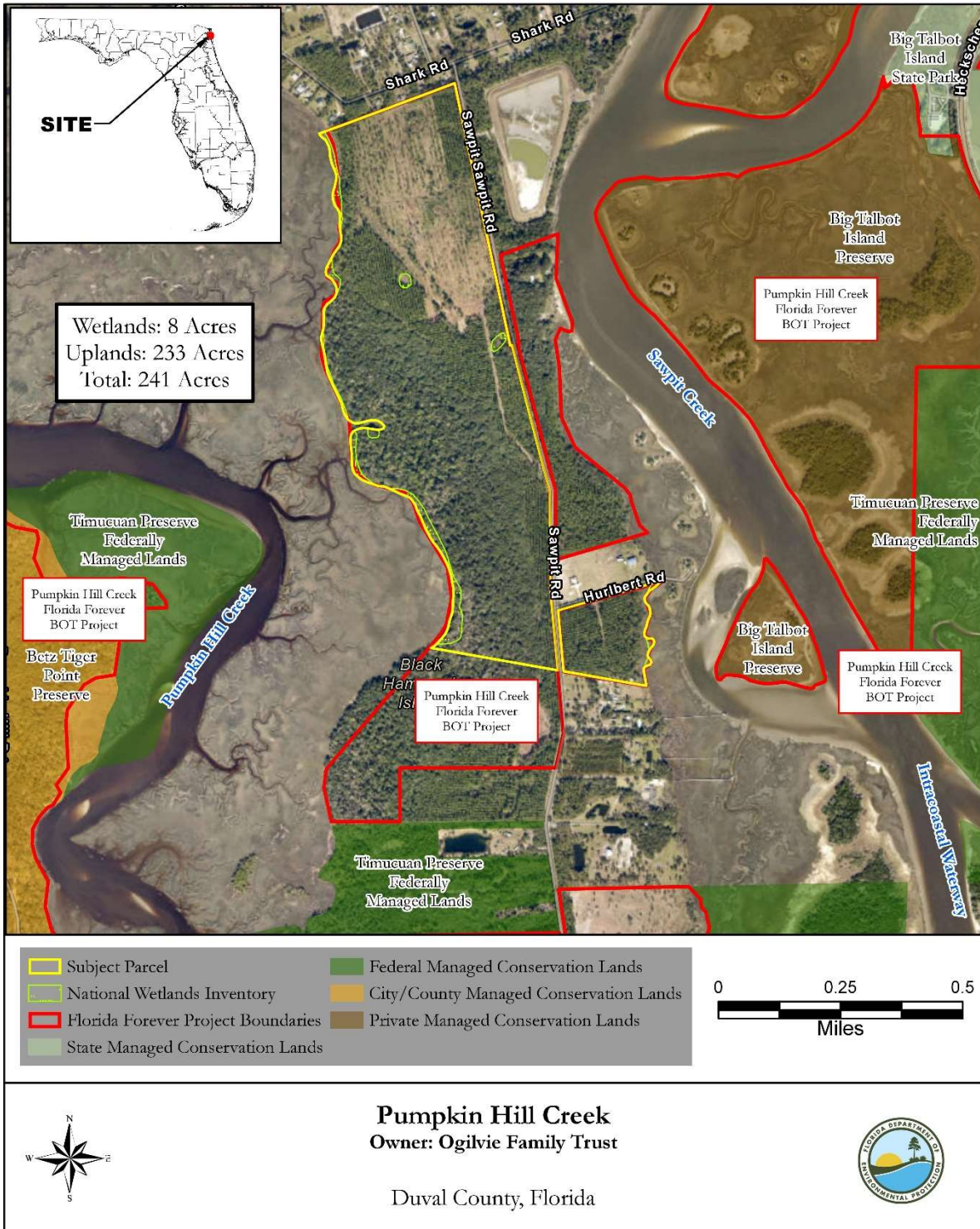
Value Requested: Market Value  
Subject Market Value: \$6,291,000  
Subject Unit Value Conclusion: \$27,000 per usable acre

Marketing Time: 12 – 18 months  
Exposure Time: 12 – 18 months

Hypothetical Conditions: None  
Extraordinary Assumptions: None

Sales Data  
Unadjusted Unit Values: \$13,079 to \$47,000 per usable acre  
Days on Market: 365 – 550 days (12-18 months)

**Subject Parcel Aerial (shown in yellow below)**



**Subject Parcel legal description, provided by DEP**

**EXHIBIT "A"**

PARCEL A

Parcel I. D. 159894-0040

A PORTION OF SECTIONS 22 AND 23 AND A PORTION OF SECTION 38, MARY SMITH GRANT, TOWNSHIP 1 NORTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 89 DEGREES 00 MINUTES 27 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 23, A DISTANCE OF 1864.53 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAWPIT ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) THENCE NORTHERLY AND WESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: COURSE NO. 1; NORTH 08 DEGREES 31 MINUTES 23 WEST, 714.32 FEET; COURSE NO. 2: NORTH 11 DEGREES 31 MINUTES 37 SECONDS EAST, 32.74 TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED EN OFFICIAL RECORDS 10284, PAGE 2259 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; COURSE NO. 3; CONTINUE NORTH 11 DEGREES 31 MINUTES 37 SECONDS EAST, 1026.09 FEET; COURSE NO. 4; NORTH 04 DEGREES 54 MINUTES 43 SECONDS WEST, 1412.30 FEET; COURSE NO. 5; NORTH 01 DEGREES 17 MINUTES 23 SECONDS WEST, 1177.29 FEET; COURSE NO. 6; NORTH 14 DEGREES 21 MINUTES 23 SECONDS WEST, 1537.26 FEET; COURSE NO. 7; SOUTH 76 DEGREES 46 MINUTES 28 SECONDS WEST, 20.00 FEET; COURSE NO. 8; NORTH 12 DEGREES 05 MINUTES 42 SECONDS WEST 2990.07 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9548, PAGE 1473 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 69 DEGREES 29 MINUTES 28 SECONDS WEST, ALONG LAST SAID LINE AND ALONG THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 12124, PAGE 473, OFFICIAL RECORDS 11411, PAGE 2086, OFFICIAL RECORDS 10169, PAGE 875 AND OFFICIAL RECORDS 11932, PAGE 115, ALL OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 1465 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF PUMPKIN CREEK; THENCE SOUTHERLY, WESTERLY, EASTERLY, SOUTHEASTERLY, NORTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, 9900 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFORESAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10284, PAGE 2259; THENCE NORTH 89 DEGREES 00 MINUTES 27 SECONDS EAST, ALONG LAST SAID LINE, 2225 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

AND

PARCEL B

Parcel I. D. 159894-0060

A PORTION OF SECTION 38, MARY SMITH GRANT, TOWNSHIP 1 NORTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAWPIT ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF HURLBERT ROAD (A 60 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 04 DEGREES 54 MINUTES 43 SECONDS EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAWPIT ROAD, 673.49 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9628, PAGE 1688 OF THE CURRENT PUBLIC RECORDS OF SAID

Pumpkin Hill Creek  
Ogilvie Family Trust  
Duval County  
Page 1 of 2



**Exhibit "A" continued**


COUNTY; THENCE SOUTH 81 DEGREES 59 MINUTES 03 SECONDS EAST, ALONG LAST SAID LINE, 955 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF SAWPIT CREEK; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, 1235 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF HURLBERT ROAD; THENCE SOUTH 73 DEGREES 31 MINUTES 37 SECONDS WEST, ALONG LAST SAID LINE, 1015 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BSM APPROVED

By: J.A. Date: 10/11/2021

Pumpkin Hill Creek  
Ogilvie Family Trust  
Duval County  
Page 2 of 2

**Subject Tract West Tax Parcel Aerial**

<b>Real Estate #:</b> 159894 0040	
<b>Owner:</b> OGILVIE FAMILY TRUST ET AL	
<b>Address:</b> 0 SAWPIT RD	
<b>Zip Code:</b> 32226	
<b>Transaction Price:</b> \$100	
<b>Transaction Year:</b> 2015	
<b>Acres:</b> 222.09	
<b>Book-Page:</b> 1720201252	
<b>Map Panel:</b> 8223	
<b>Legal Descriptions:</b> 38-1N-28E 222.09 MARY SMITH GRANT PT RECD O/R 17202-1252	
<b>Flood Zone:</b> 0.2 PCT ANNUAL CHANCE FLOOD HAZARD, AE	

**Subject Tract East Tax Parcel Aerial**

<b>Real Estate #:</b> 159894 0060	
<b>Owner:</b> OGILVIE FAMILY TRUST ET AL	
<b>Address:</b> 0 SAWPIT RD	
<b>Zip Code:</b> 32226	
<b>Transaction Price:</b> \$100	
<b>Transaction Year:</b> 2015	
<b>Acres:</b> 19.16	
<b>Book-Page:</b> 1720201252	
<b>Map Panel:</b> 8223	
<b>Legal Descriptions:</b> 38-1N-28E 19.16 MARY SMITH GRANT RECD O/R 17202-1252	
<b>Flood Zone:</b> 0.2 PCT ANNUAL CHANCE FLOOD HAZARD, AE	

**AshSite:**

**EDA Level:** NOT DISTRESSED

## REVIEW CERTIFICATION STATEMENT:

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 performed no other 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.
- 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 tract and the primary comparables.
- 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.
- This report was prepared in conformance with the Supplemental Appraisal Standards for the Board of Trustees (3/2/16).
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

*Certification Page 1 of 2 (continued on following page)*

- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
- The appraisals reviewed are in substantial compliance with the Uniform Standards of Professional Appraisal Practice, the Supplement Appraisal Standards for the Board of Trustees, as well as Rule 18-1.006, Florida Administrative Code (FAC).



**Steven Slotkin, MAI**  
Florida State-Certified General Real Estate Appraiser RZ2801

## APPRAISAL REVIEW

### REVIEW OVERVIEW & SCOPE

The scope of this assignment is to develop the review appraiser's opinion of substantial compliance with USPAP and SASBOT, for the appraisals completed by the fee appraisers (Phipps/Colliers and Ryan).

### REVIEWER'S CLIENT

The client for this report is:

- The Bureau of Appraisal, Division of State Lands, Florida Department of Environmental Protection.

### INTENDED USERS OF REVIEW

The intended users consist of the following:

- The State of Florida Bureau of Appraisal, Division of State Lands, FDEP
- The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

No other party shall have the right to rely on this report or any service by the *Red Oak Appraisal Company* without prior written consent.

### INTENDED USE OF THE REVIEWER'S OPINIONS AND CONCLUSIONS

The intended use of this Review Appraisal Report is to assist the intended users in the analysis of the fee appraisals of the subject property.

### PURPOSE OF THE APPRAISAL REVIEW

The purpose of the appraisal reviews is to develop and communicate an opinion regarding the completeness, adequacy, relevance, and reasonableness of the work under review in compliance with USPAP Standard 3 and SASBOT.

The purpose of the appraisal review does not include the development of the reviewer's own opinion of value.

**IDENTIFICATION OF SUBJECT PROPERTY AND RELEVANT CHARACTERISTICS**

The subject parcel is identified on the summary pages of this review.

**USPAP STANDARDS AND APPLICABLE EDITION**

The appraisal reports under review have an effective date of December 21, 2021. Therefore, the appraisals are reviewed based upon compliance with the 2020-2021 Edition of USPAP. This version of USPAP was extended by the Appraisal Foundation with an effective date through 12/31/2022.

The Uniform Standards of Professional Appraisal Practice (USPAP) addresses the substantive aspects of developing a credible opinion of the quality of another appraiser's work that was performed as part of an appraisal or real property appraisal consulting assignment. Standard 3 of USPAP is the applicable standard for reviewing appraisals.

USPAP Standard 3 addresses the content and level of information required in a report that communicates the results of an appraisal review assignment.

This review appraisal report complies with USPAP Standard 3 for appraisal review, development and reporting.

**SUPPLEMENTAL STANDARDS**

The appraisal reports under review have been reviewed for compliance with the Supplemental Appraisal Standards for the Board of Trustees (SASBOT, March 2, 2016).

SASBOT addresses the content and level of information required in a report that communicates the results of an appraisal review assignment. This review appraisal report complies with SASBOT for appraisal review analysis, development and reporting.

**SCOPE OF WORK**

The scope of the appraisal review assignment included the technical review of two appraisal reports.

The subject property and the comparable sales were physically inspected by the reviewer.

The review process is limited by the fact that I (Steven Slotkin, MAI) did not personally research the market for comparable sales or re-verify the comparables selected by the fee appraisers. I did a thorough public records verification of the comparable sales in each report.

This review is limited to analysis of the information provided and to assure substantial compliance with the Uniform Standards of Professional Appraisal Practice and the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016.

This report is an appraisal review, and as such, it is not an additional appraisal. The agreed upon scope of work for this review does not include a value determination by the reviewer.

**COMPETENCY OF THE REVIEWER**

The review appraiser has the knowledge and experience to analyze the subject property type and within the geographic market area.

The review appraiser is a designated member of the Appraisal Institute, holding the MAI designation.

The review appraiser holds a Certified General Real Estate Appraiser license from the State of Florida.

**APPRAISAL METHODOLOGY**

The fee appraisers completed a Sales Comparison Approach for the subject property. This is the most widely accepted method for valuing vacant land. The final analysis was completed using a qualitative methodology.

There were no Hypothetical Conditions or Extraordinary Assumptions used in either report.



**Report 1 (Phipps/Colliers): Sales Analysis**

The appraiser for Report 1 (Phipps/Colliers) utilized five sales comparables in his analysis to develop an opinion of the subject market value. All comparables were verified in full by the fee appraiser or his staff.

This report has an effective date of 12/21/2021.

All of the comparable sales were private party transactions.

There were no government sales used in this report.

There were no bank sales used in this report.

The five comparable sales ranged from \$15,878 to \$30,612 per usable acre, prior to any adjustments.

The only quantitative adjustment made in this analysis was for market conditions.

After adjusting for market conditions, the five comparable sales ranged from \$19,371 to \$34,244 per usable acre.

The remaining analysis was qualitative, reflecting assessments of similar, inferior or superior.

The appraiser reconciled to a unit market value of \$25,000 per usable acre, which is well within the range exhibited by the comparable sales and is considered reasonable by the reviewer.

**Report 2 (Ryan): Sales Analysis**

The appraiser for Report 2 (Ryan) utilized six sales comparables in his analysis to develop an opinion of the subject market value. All comparables were verified in full by the fee appraiser or his staff.

This report has an effective date of 12/21/2021.

All of the comparable sales were private party transactions.

There were no government sales used in this report.

There were two bank sales used in this report, both of which were assessed by the appraiser as occurring at market rates. Sale 2 included three deeds, one of which had a bank grantor. Sale 3 had a bank grantor. The bank sales were within the range of the non-bank comparables on a per usable acre basis.

The six comparable sales ranged from \$13,078 to \$47,000 per usable acre, prior to any adjustments.

The only quantitative adjustment made in this analysis was for timber value.

After adjusting for timber, the six comparable sales ranged from \$12,178 to \$46,550 per usable acre.

The remaining analysis was qualitative, reflecting assessments of similar, inferior or superior.

The appraiser reconciled to a unit market value of \$27,000 per usable acre, which is well within the range exhibited by the comparable sales and is considered reasonable by the reviewer.

## **MARKETING & EXPOSURE TIMES**

In accordance with SASBOT, the estimated marketing and exposure times must be developed.

The appraiser for Report 1 (Phipps/Colliers) provided estimates for exposure time (12 months or less) and marketing time (12 months or less).

The appraiser for Report 1 (Ryan) provided estimates for exposure time (12-18 months) and marketing time (12-18 months).

## **TYPE AND DEFINITION OF VALUE**

The appraisers used the appropriate definition of market value from SASBOT in each report.

### **Market Value Definition**

FDEP requires the following definition of market value:

The most probable price which a property should bring 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 the following conditions:

Buyer and seller are typically motivated;

Both parties are well informed or well advised, and acting in what they consider their own best interests;

A reasonable time is allowed for exposure in the open market;

Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

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.<sup>1</sup>

---

<sup>1</sup> Supplemental Appraisal Standards for the Board of Trustees, Effective March 2, 2016

**REVIEW COMMENTS AND CONCLUSIONS**

**USPAP**

Both appraisal reports have been reviewed for compliance with Standard 1 and Standard 2 of the 2020-2022 edition of USPAP. Both reports are considered to be in substantial compliance with USPAP Standard 1 and Standard 2.

**SASBOT**

Both appraisal reports have been reviewed for compliance with the Supplemental Appraisal Standards for the Board of Trustees (SASBOT). Both reports are considered to be in substantial compliance with SASBOT.

**Conclusion Report 1**

Therefore, it is the reviewer's opinion that the Phipps/Colliers report provides opinions and conclusions that are credible within the context of the applicable requirements and the scope of work.

**Conclusion Report 2**

Therefore, it is the reviewer's opinion that the Ryan report provides opinions and conclusions that are credible within the context of the applicable requirements and the scope of work.

**ADDENDA**

**REVIEWER QUALIFICATIONS**

**STEVEN SLOTKIN, MAI**

**Licenses/Certifications**

Florida State-Certified General Real Estate Appraiser RZ2801 (since 2004)  
Georgia State Certified General Real Property Appraiser 326353 (since 2007)

**Professional Affiliations**

*Appraisal Institute:* MAI designated member, awarded 2013

*Northeast Florida Chapter of the Appraisal Institute:*

*Membership Admissions Committee: 2007, 2008, 2009*

*Associate Membership Guidance Committee: 2008, 2012*

**Education**

*University of Wisconsin, Madison:* Bachelor of Arts, 1988

*DePaul University, Chicago:* Masters of Business Administration – Concentration in Finance, 1992

**Technical Training**

**Appraisal Institute Courses**

Business Practices and Ethics

Advanced Income Capitalization

Highest & Best Use / Market Analysis

Advanced Sales Comparison & Cost Approaches

Report Writing & Valuation Analysis

Advanced Applications

Marketability Studies

Uniform Appraisal Standards for Federal Land Acquisitions: 2014

Condemnation Appraising: Principles & Applications: 2019

Valuation of Conservation Easements: 2020

Valuation of Donated Real Estate, Including Conservation Easements 2020

**Non-Appraisal Institute Courses (partial list)**

Licensing Courses AB – I, II, III

National USPAP Course

Florida State Law and USPAP Review for Real Estate Appraisers

**Specialization**

Twenty years of appraisal experience, specializing in land tracts of all sizes including: subdivisions, DRI's, agricultural lands, islands, wetlands, conservation easements, eminent domain and appraisals for city, county, state & federal agencies. Additional focus on improved industrial properties, retail properties and office properties.

**Appraisal Experience**

Red Oak Appraisal Company – Owner / Commercial Real Estate Appraiser (2011 to present)

Crenshaw • Williams Appraisal Company – Commercial Real Estate Appraiser (2001 to 2011)

**Appraisal Experience**

Research and appraisals on various types of properties, including:

Apartments	Legal Work
Agricultural Land	Marinas
Commercial Land	Office Buildings-New Construction
Condominium Offices	Office Buildings-Existing
Condominium Buildings	Public Works Sites
Conservation Land	Retail Shopping Centers
Conservation Easements	Retail Stores
Consultations	Residential Land
Distribution Properties	Residential Lots
Dev. of Regional Impact (DRI) Sites	Residential Subdivisions
Eminent Domain	Single Family Residences
Historical Sites	Special Purpose Properties
HUD Rent Studies	Timberlands
Industrial Properties & Land	Townhome Developments
Islands	Wetlands

**Historical List of Clients**

Accurate Group	Iberia Bank
AgSouth Farm Credit	Intracoastal Bank
Ameris Bank	Nassau County
Baker County	Pinebank
Bank of America	PNC
Bank of St. Augustine	PrimeSouth Bank
BB&T	Proxy AMC
BBVA Compass Bank	Prosperity Bank
CenterState Bank	Renasant Bank
Certus Bank	Regions Bank
CES	Sandia Federal Credit Union
City of Jacksonville	State Bank
City of Palatka	State Farm Bank
CNL Bank	St. Johns County
Everbank	SunTrust Bank
Farm Credit of Florida	Synovus Bank
Fifth Third Bank	TD Bank
First Coast Community Bank	The Nature Conservancy
Flagler County	The Trust for Public Land
FNB South	Thrivent
First National Bank of Nassau County	U.S. Department of the Interior
Florida Communities Trust	Wells Fargo
Florida Dept. of Environmental Protection	Valley National Bank
Florida Dept. of Transportation	Valuation Management Group

CURRENT APPRAISAL LICENSE

 Ron DeSantis, Governor

Halsey Beshears, Secretary 

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**SLOTKIN, STEVEN**  
6817 SOUTHPOINT PARKWAY SUITE 201  
JACKSONVILLE FL 32216

**LICENSE NUMBER: RZ2801**

**EXPIRATION DATE: NOVEMBER 30, 2022**  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.





# 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

February 17, 2022

Amy Phillips  
Division of State Lands  
Bureau of Real Estate Services  
3800 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000  
[Amy.Phillips@FloridaDEP.gov](mailto:Amy.Phillips@FloridaDEP.gov)

RE: Managing 241 (+/-) Acres-Ogilvie Parcel- Addition to Pumpkin Hill Preserve State Park

Dear Amy,

The Division of Recreation and Parks will accept management of the parcels described in the attached Exhibit "A" and maps, as an addition to the Pumpkin Hill Preserve State Park under Lease Number 4074.

This parcel contributes significantly to the protection of open space within the Florida Forever project boundary, connects multiple conservation lands allowing for an important wildlife and natural resource corridor, and provides passive recreational opportunities for the public. The opportunity to add this unimproved parcel to Pumpkin Hill Preserve State Park will ensure the integrity of the area and enjoyment thereof for generations to come.

Thank you for the opportunity to comment.

Sincerely,

Angel Granger, Land Administration Manager  
Office of Park Planning  
[Angel.Granger@FloridaDep.gov](mailto:Angel.Granger@FloridaDep.gov)

AG:ag

Enclosures (5)

CC: Brian Fugate  
Michelle Waterman  
Clif Maxwell  
Kimberlee Tennille



# 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

## APPRAISAL MAP REVIEW MEMO

**TO:** Amy Phillips, Government Operation Consultant III  
Bureau of Real Estate Services

**FROM:** Jorge Alonso, PSM  
Bureau of Survey & Mapping

Signature:   
Date: October 11, 2021

**PROJECT NAME:** Pumpkin Hill Creek

**OWNER'S NAME:** Ogilvie Family Trust

**PARCEL ID:** 1598940040; 1598940060

**COMMENTS:** The property is vacant and mostly abutting sovereign submerged lands (Sawpit Creek to the East & Pumpkin Hill Creek to the West and some private Lands to the East.

**AREA: 241 acres +/- (233 uplands; 8 wetlands)**

- The property does appear be waterfront;
- Title information dated June 6, 2021 has been reviewed;
- Legal and physical access to the property is via Sawpit Road;
- The legal description was derived from the title information referenced above and is attached as Exhibit "A";
- The boundaries, areas and wetlands were derived from the Florida Department of Revenue GIS Data and Duval County, GIS data.

**The description, areas, boundary and encumbrances are subject to change with an accurate field survey and title insurance commitment.**

PARCEL A

Parcel I. D. 159894-0040

A PORTION OF SECTIONS 22 AND 23 AND A PORTION OF SECTION 38, MARY SMITH GRANT, TOWNSHIP 1 NORTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 89 DEGREES 00 MINUTES 27 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 23, A DISTANCE OF 1864.53 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAWPIT ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) THENCE NORTHERLY AND WESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: COURSE NO. 1; NORTH 08 DEGREES 31 MINUTES 23 WEST, 714.32 FEET; COURSE NO. 2: NORTH 11 DEGREES 31 MINUTES 37 SECONDS EAST, 32.74 TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED EN OFFICIAL RECORDS 10284, PAGE 2259 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; COURSE NO. 3; CONTINUE NORTH 11 DEGREES 31 MINUTES 37 SECONDS EAST, 1026.09 FEET; COURSE NO. 4; NORTH 04 DEGREES 54 MINUTES 43 SECONDS WEST, 1412.30 FEET; COURSE NO. 5; NORTH 01 DEGREES 17 MINUTES 23 SECONDS WEST, 1177.29 FEET; COURSE NO. 6; NORTH 14 DEGREES 21 MINUTES 23 SECONDS WEST, 1537.26 FEET; COURSE NO, 7; SOUTH 76 DEGREES 46 MINUTES 28 SECONDS WEST, 20.00 FEET; COURSE NO. 8; NORTH 12 DEGREES 05 MINUTES 42 SECONDS WEST 2990.07 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9548, PAGE 1473 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 69 DEGREES 29 MINUTES 28 SECONDS WEST, ALONG LAST SAID LINE AND ALONG THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 12124, PAGE 473, OFFICIAL RECORDS 11411, PAGE 2086, OFFICIAL RECORDS 10169, PAGE 875 AND OFFICIAL RECORDS 11932, PAGE 115, ALL OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 1465 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF PUMPKIN CREEK; THENCE SOUTHERLY, WESTERLY, EASTERLY, SOUTHEASTERLY, NORTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, 9900 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFORESAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10284, PAGE 2259; THENCE NORTH 89 DEGREES 00 MINUTES 27 SECONDS EAST, ALONG LAST SAID LINE, 2225 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

AND

PARCEL B

Parcel I. D. 159894-0060

A PORTION OF SECTION 38, MARY SMITH GRANT, TOWNSHIP 1 NORTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

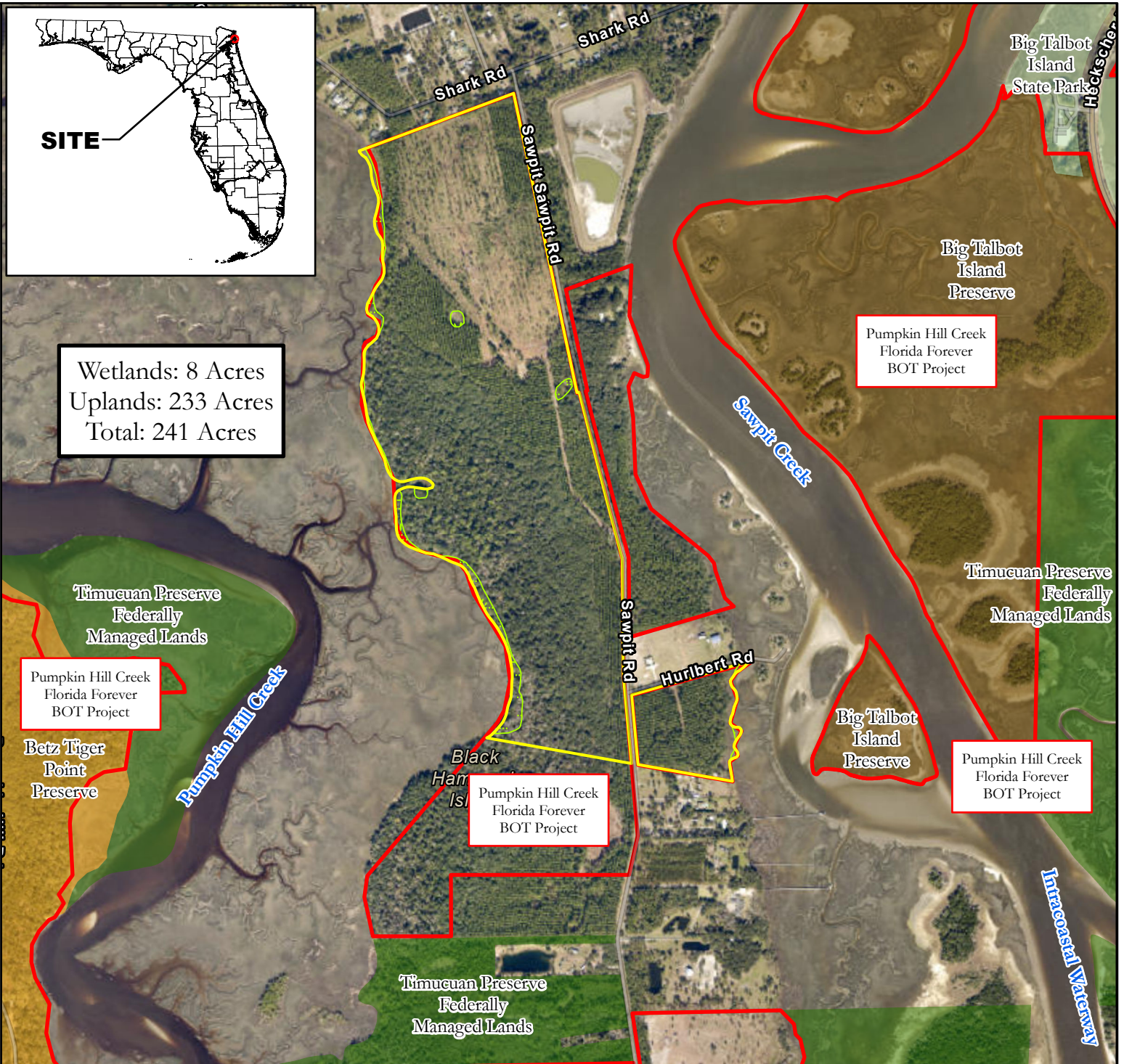
BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAWPIT ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF HURLBERT ROAD (A 60 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 04 DEGREES 54 MINUTES 43 SECONDS EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAWPIT ROAD, 673.49 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9628, PAGE 1688 OF THE CURRENT PUBLIC RECORDS OF SAID

**Exhibit "A" continued**

COUNTY; THENCE SOUTH 81 DEGREES 59 MINUTES 03 SECONDS EAST, ALONG LAST SAID LINE, 955 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF SAWPIT CREEK; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, 1235 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF HURLBERT ROAD; THENCE SOUTH 73 DEGREES 31 MINUTES 37 SECONDS WEST, ALONG LAST SAID LINE, 1015 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BSM APPROVED

By: J.A. Date: 10/11/2021



Wetlands: 8 Acres  
 Uplands: 233 Acres  
 Total: 241 Acres

Pumpkin Hill Creek  
 Florida Forever  
 BOT Project

Betz Tiger  
 Point  
 Preserve

Timucuan Preserve  
 Federally  
 Managed Lands

Pumpkin Hill Creek  
 Florida Forever  
 BOT Project

Timucuan Preserve  
 Federally  
 Managed Lands

Pumpkin Hill Creek  
 Florida Forever  
 BOT Project

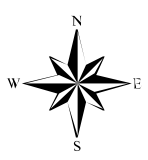
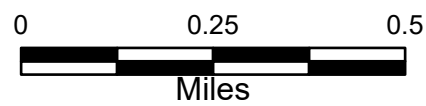
Big Talbot  
 Island  
 Preserve

Big Talbot  
 Island  
 Preserve

Pumpkin Hill Creek  
 Florida Forever  
 BOT Project

Timucuan Preserve  
 Federally  
 Managed Lands

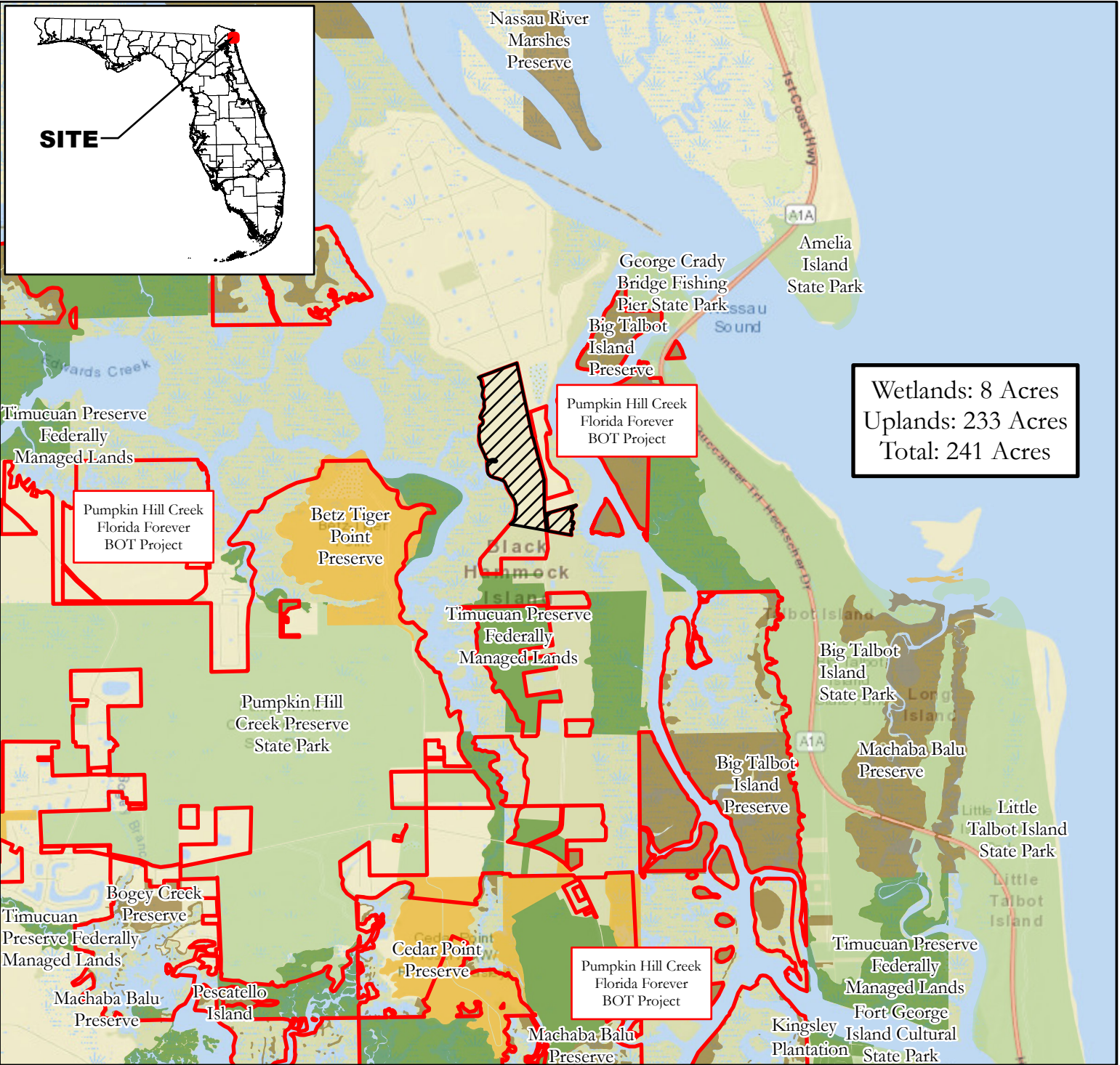
- Subject Parcel
- National Wetlands Inventory
- Florida Forever Project Boundaries
- State Managed Conservation Lands
- Federal Managed Conservation Lands
- City/County Managed Conservation Lands
- Private Managed Conservation Lands









**Pumpkin Hill Creek**  
 Owner: Ogilvie Family Trust

Duval County, Florida





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



**Pumpkin Hill Creek**  
Owner: Ogilvie Family Trust

Duval County, Florida



# THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

**COMMITTEES:**

Appropriations Subcommittee on Health and Human Services, *Chair*  
Appropriations, *Vice Chair*  
Environment and Natural Resources  
Health Policy  
Reapportionment  
Rules

**SELECT SUBCOMMITTEE:**

Select Subcommittee on Congressional Reapportionment

**JOINT COMMITTEES:**

Joint Select Committee on Collective Bargaining, *Alternating Chair*  
Joint Legislative Budget Commission

**SENATOR AARON BEAN**

*President Pro Tempore*  
4th District

March 1, 2022

The Honorable Ron DeSantis  
Office of Governor Ron DeSantis  
State of Florida  
The Capitol  
400 S. Monroe Street  
Tallahassee, FL 32399-0001

Dear Governor DeSantis:

I write in support of the Florida Forever program acquisition of 241 acres on Black Hammock Island (BHI) within the City of Jacksonville to further strategic and aligned federal, state and local conservation and coastal resiliency interests. The project exemplifies the best of a collaborative effort of National Park Service (NPS), the State of Florida, City of Jacksonville, and the non-profit The Trust for Public Land. The entire 345-acre "Ogilvie" property on the coastal barrier island is the largest remaining undeveloped tract offering the protection coastal hammocks and salt marsh and pre-historic resources and expanding public passive recreational opportunities.

The public-private partnership behind this effort is a model exemplifying the best in federal, state and local collaboration. The Trust for Public Land is positioned to purchase the entire tract and then convey 105 acres to the NPS for inclusion into the Timucuan Ecological and Historic Preserve and the remaining 241 acres to the State of Florida as part of the Pumpkin Hill Creek Preserve State Park. If acquired, the land would be available to the public for nature based recreational opportunities including hiking, paddling, fishing, wildlife viewing, picnicking, and outdoor education. Public funding will originate from the Land and Water Conservation Fund for the federal portion and Florida Forever and City of Jacksonville funding for the state acquisition.

This acquisition would further the conservation of the sensitive coastal habitat and preclude a large and unpopular residential development place people and infrastructure in harm's way of coastal hazards. Instead, the tract's conservation will improve passive recreational opportunities furthering the collaborative local ecotourism businesses supported by the City of Jacksonville, State of Florida, St. Johns River Water Management District, and the NPS as part of the larger 5,600-acre landscape jointly marketed and managed area called *7 Creeks Recreational Area*.

Please support this project at an upcoming Board of Trustees of the Internal Improvement Trust Fund meeting. If you have any further questions feel free to reach out to my office.

Sincerely,

Aaron Bean  
State Senator | 4<sup>th</sup> District

CC: Secretary Shawn Hamilton, Florida Department of Environmental Protection  
Callie DeHaven, Director, Division of State Lands, FDEP

**REPLY TO:**

- Duval Station, 13453 North Main Street, Suite 301, Jacksonville, Florida 32218 (904) 757-5039 FAX: (888) 263-1578
- 404 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5004 FAX: (850) 410-4805

Senate's Website: [www.flsenate.gov](http://www.flsenate.gov)

**WILTON SIMPSON**  
President of the Senate

**AARON BEAN**  
President Pro Tempore



## FLORIDA DEPARTMENT *of* STATE

**RON DESANTIS**  
Governor

**LAUREL M. LEE**  
Secretary of State

Joshua Goodwin  
Florida Division of Historical Resources  
1001 de Soto Park Drive  
Tallahassee, Florida 32301  
Joshua.goodwin@doh.myflorida.com

February 18, 2022

Callie DeHaven  
Florida Department of Environmental Protection  
Division of State Lands  
3900 Commonwealth Blvd.  
Tallahassee, Florida 32399-3000  
[Callie.Dehaven@dep.state.fl.us](mailto:Callie.Dehaven@dep.state.fl.us)

Ms. DeHaven:

The Division of Historical Resources would like to express its support for the Board of Trustees' acquisition of the subject parcel within the Pumpkin Hill Creek Florida Forever project. There are currently over 80 individual Historical Resources recorded on the Pumpkin Hill Creek project, with a very high potential for additional as-yet-recorded sites to exist on those portions of the project that have not been subject to archaeological survey. The subject parcel itself contains four archaeological sites listed in the Florida Master Site File (8DU7490, 8DU7491, 8DU17790, and 8DU17791). The State Historic Preservation Officer (SHPO) has noted that each of these sites are potentially eligible for listing in the *National Register of Historic Places (NRHP)*. The four sites located within the parcel contain an archaeological record of human history dating back to at least 4,000 years, and have the potential to provide valuable information regarding pre-Colombian life in northeastern Florida. The Division of Historical Resources is pleased to endorse this acquisition in the Pumpkin Hill Creek Florida Forever project for the preservation of these important Historical Resources.

Sincerely,

Joshua Goodwin

**Division of Historical Resources**  
R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399  
850.245.6300 • 850.245.6436 (Fax) • [FLHeritage.com](http://FLHeritage.com)

FLORIDA DEPARTMENT OF STATE  
*Historical Resources*



ATTACHMENT 19

PAGE 48





Northwest Florida Office

1294 Avondale Way | Tallahassee, Florida 32317-8451 | tel 850.528.5261

[www.defenders.org](http://www.defenders.org)

February 18, 2022

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

RE: Defenders of Wildlife's Letter of Support for the Pumpkin Hill Creek Florida Forever Project

Dear Director DeHaven:

On behalf of Defenders of Wildlife (Defenders), we are pleased to support the Pumpkin Hill Creek Florida Forever 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 124,000 members and supporters in Florida.

Defenders supports the fee simple acquisition of the 241-acre Pumpkin Hill Creek Florida Forever Project. This acquisition will protect a high-quality marine hammock, sandhill, flatwoods and salt marsh. The tract is the home to two colonial wading bird rookeries including that of a federally endangered wood stork. The federally threatened manatee may be sited in the adjacent Hill and Clapboard tidal creeks and in nearby the St. Johns and Nassau rivers. Abundant other wildlife on site includes the gopher tortoise, which is a candidate for federal listing as a threatened species, fox squirrel, pocket gophers, red-tailed hawks, songbirds, turkey and white-tailed deer.

The Pumpkin Hill Creek is a key unprotected tract within a complex of state and federal coastal marsh preserves. It is highly threatened by encroaching urban development from the north and the south via Sawpit Road which extends 1.2 miles through the property. Across the adjacent creeks and salt marshes are public and privately conserved lands including the federal Timucuan Preserve, Big Talbot Island State Park and Preserve and local Betz Tiger Point Preserve.

Thank you for the opportunity to support acquisition of this important conservation project.

Sincerely,

Kent L. Wimmer, AICP

Senior Representative, Northwest Florida

[kwimmer@defenders.org](mailto:kwimmer@defenders.org)

THE  
CONSERVATION FUND

Lauren Day  
7204 SE County Road 234  
Gainesville, FL 32641  
Phone: 352-665-3881  
Email: [lday@conservationfund.org](mailto:lday@conservationfund.org)  
[www.conservationfund.org](http://www.conservationfund.org)

February 18, 2022

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: [Amy.Phillips@dep.state.fl.us](mailto:Amy.Phillips@dep.state.fl.us)

RE: Letter of Support for the Acquisition of 241-acres within the Pumpkin Hill Creek Florida Forever Project

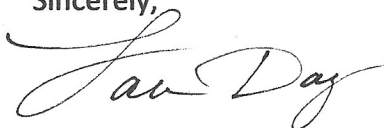
Dear Governor DeSantis and the Members of the Board of Trustees of the Internal Improvement Trust Fund:

On behalf of The Conservation Fund (the "Fund"), I am pleased to support the acquisition of 241-acres within the Pumpkin Hill Creek Florida Forever Project (the "Property"). At the Fund, we believe that conservation should work for America by creating solutions that make environmental and economic sense and this project does just that.

The Fund supports acquisition of the Property, as it serves as habitat for a variety of species including the threatened gopher tortoise and southern fox squirrel, and it contains a preserved archeological mound. Protection of the property will also contribute to the overall Pumpkin Hill Creek project area by securing upland habitats adjacent to the Nassau River and the St. Johns River Marshes Aquatic Preserve, an Outstanding Florida Water that supports a significant commercial and recreational fishery. Securing these uplands will protect the water quality of the fishery, which will in turn help to maintain the benefits the fishery contributes to Florida's economy.

Thank you for the opportunity to comment on this conservation project.

Sincerely,



Lauren Day  
Florida State Director



**Resolution 1-2022**

**WHEREAS**, the Timucuan Parks Foundation, a Florida nonprofit corporation, has been working on the Preservation Project Jacksonville, a land acquisition program used to protect environmentally sensitive lands, protect water quality, manage growth and provide improved access to the City's natural areas;

**AND WHEREAS**, the Foundation, initially organized as the Preservation Project Jacksonville Inc., was instrumental in forming an innovative partnership in 1999 between the City, State of Florida Park Service, and the National Park Service known as the Timucuan Trail State and National Parks ;

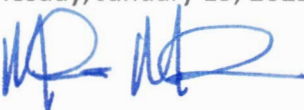
**AND WHEREAS**, the park partnership was instrumental in creating the Partners in Preservation that formed the 7 Creeks Recreation Area in the Cedar Point/Pumpkin Hill/Black Hammock Island region;

**AND WHEREAS**, the park partnership with the help of the Trust Public Land is hoping to acquire 345 acres of land on Black Hammock Island from the Ogilvie Family Trust as an important addition to the 7 Creeks Recreation Area;

**IT IS THEREFORE RESOLVED BY THE FOUNDATION BOARD OF DIRECTORS by unanimous vote** encourages the adoption of Ordinance 2021-890 by the Jacksonville City Council to appropriate \$267,798 as the City of Jacksonville's contribution toward the acquisition.

**APPROVED:**

Wednesday, January 19, 2022.

By: 

Mark Middlebrook, Executive Director  
For Bob Hays, Foundation Chair



# Florida House of Representatives

*Representative Cord Byrd*

District 11

February 28, 2022



The Honorable Ron DeSantis  
Office of Governor Ron DeSantis  
State of Florida  
The Capitol  
400 S. Monroe Street  
Tallahassee, FL 32399-0001

Dear Governor DeSantis,

I write in support of the Florida Forever program acquisition of 241 acres on Black Hammock Island (BHI) within the City of Jacksonville to further strategic and aligned federal, state and local conservation and coastal resiliency interests. The project exemplifies the best of a collaborative effort of National Park Service (NPS), the State of Florida, City of Jacksonville, and the non-profit The Trust for Public Land. The entire 345-acre “Ogilvie” property on the coastal barrier island is the largest remaining undeveloped tract offering the protection coastal hammocks and salt marsh and pre-historic resources and expanding public passive recreational opportunities.

The public-private partnership behind this effort is a model exemplifying the best in federal, state and local collaboration. The Trust for Public Land is positioned to purchase of the entire tract and then convey 105 acres to the NPS for inclusion into the Timucuan Ecological and Historic Preserve and the remaining 241 acres to the State of Florida as part of the Pumpkin Hill Creek Preserve State Park. If acquired, the land would be available to the public for nature based recreational opportunities including hiking, paddling, fishing, wildlife viewing, picnicking, and outdoor education. Public funding will originate from the Land and Water Conservation Fund for the federal portion and Florida Forever and City of Jacksonville funding for the state acquisition.

This acquisition would further the conservation of the sensitive coastal habitat and preclude a large and unpopular residential development place people and infrastructure in harm’s way of coastal hazards. Instead, the tract’s conservation will improve passive recreational opportunities furthering the collaborative local

**District Offices:**

421 Third Street North  
Jacksonville Beach  
FL 32250  
904-242-3495

Robert M Foster Justice  
Center  
76347 Veterans Way  
Room 79, Yulee, FL 32097  
904-548-9333

**Tallahassee Office:**

417 House Office Bldg.  
402 South Monroe Street  
Tallahassee, FL 32399  
850-717-5011

**Staff:**

Legislative Assistant:  
Katherine Woodby

District Secretaries:  
Christian Harvey

**Committees:**

Judiciary - Vice Chair  
State Legislative  
Redistricting – Chair  
Pandemics & Public  
Emergencies  
Public Integrity & Elections  
Justice Appropriations

ecotourism businesses supported by the City of Jacksonville, State of Florida, St. Johns River Water Management District, and the NPS as part of the larger 5,600-acre landscape jointly marketed and managed area called *7 Creeks Recreational Area*.

Please support this project at an upcoming Board of Trustees of the Internal Improvement Trust Fund meeting.

Yours in Liberty,



Cord Byrd,  
State Representative, District 11

CC: Secretary Shawn Hamilton, Florida Department of Environmental Protection  
Callie DeHaven, Director, Division of State Lands, FDEP