




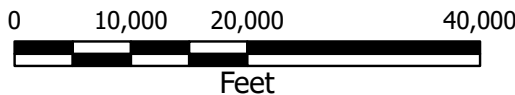


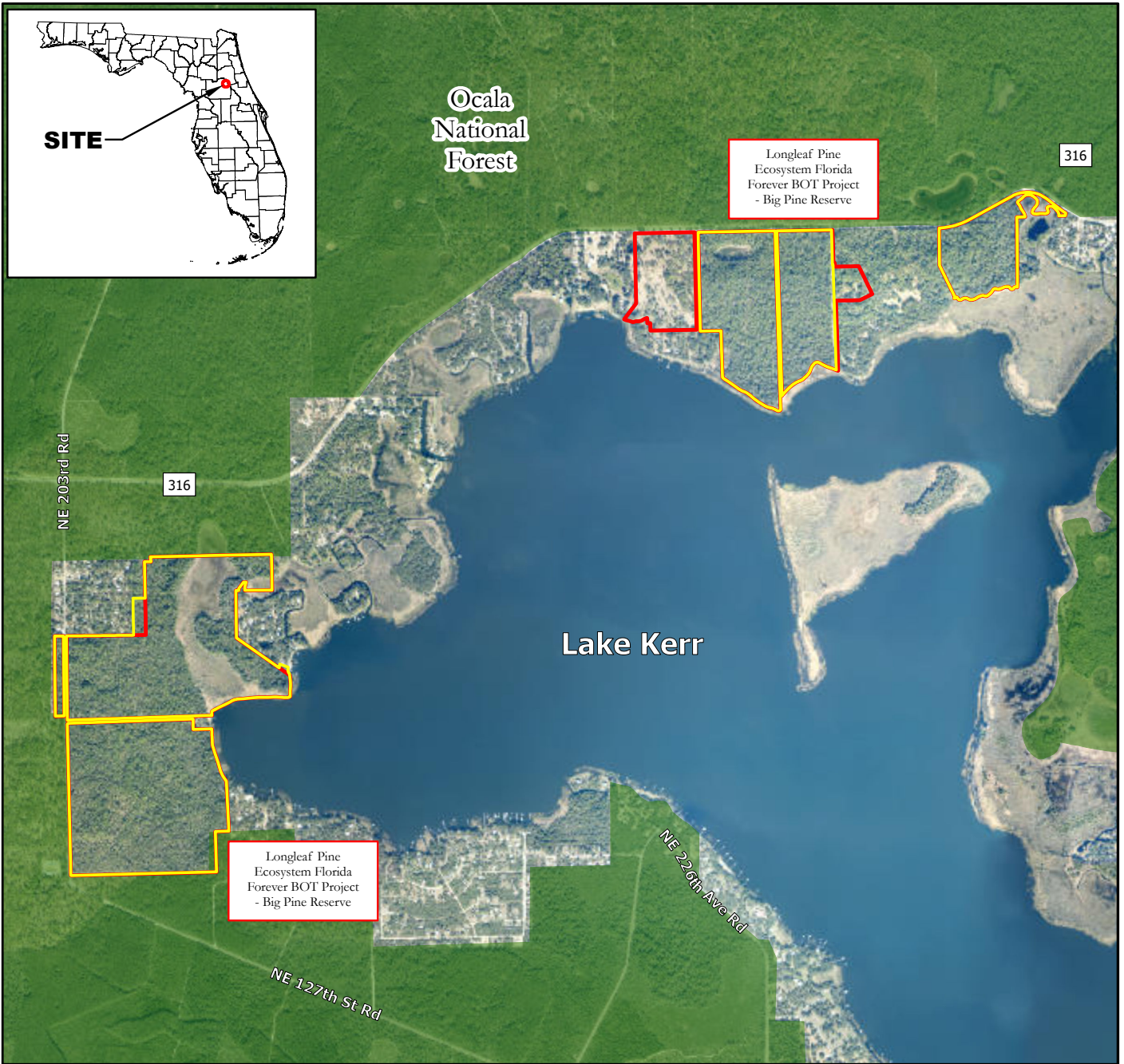
-  Subject Parcels
-  Florida Forever Project Boundaries
-  State Managed Conservation Lands
-  Federal Managed Conservation Lands
-  City/County Managed Conservation Lands



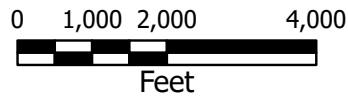
Longleaf Pine Ecosystem
Owner: Swan-Smiley Preserve, LLC

Marion County, Florida

File Location: \\FLDEP\F\SURVEY\Longleaf Pine Ecosystem\LPE_Swan_Smiley_Preserve_ILC
Date Saved: 3/27/2023 9:09 AM
Map Created By: T. Barnes



- Subject Parcels
- Florida Forever Project Boundaries
- Federal Managed Conservation Lands



Longleaf Pine Ecosystem
 Owner: Swan-Smiley Preserve, LLC

Marion County, Florida

File Location: \\FLDEP1\F\SURVEY\Longleaf Pine Ecosystem\LPE_Swan_Smiley_Preserve_LLC
 Date Saved: 3/27/2023 9:09 AM
 Map Created By: T. Barnes

OPTION AGREEMENT FOR SALE AND PURCHASE

Approved for Agenda
Purposes Only

By: [Signature]
DEP Attorney

Date: 3/21/2023

THIS AGREEMENT is made this ____ day of _____, 20__, between Swan-Smiley Preserve, LLC, an Alaska limited liability company, whose address is 141 North Pleasant Street #1244, Amherst, MA 01002, 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 Marion 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 MILLION ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$5,135,000) ("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 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, either party, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should neither party 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 2% 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.

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. 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, or (d) 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.

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 1% 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 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.

32. NONCASH CHARITABLE CONTRIBUTION. Notwithstanding anything in this Agreement to the contrary, it is understood between the parties that it is Seller's intent to claim a noncash charitable contribution to the State of Florida. Buyer acknowledges that the Seller intends to claim a noncash charitable contribution to the State of Florida. Buyer's acknowledgment, however, does not represent any concurrence in the Seller's claimed fair market value. Upon receipt of the Property, Buyer agrees to complete Part V of Internal Revenue Service form 8283 for Seller.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE MARCH 24, 2023, 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

Swan-Smiley Preserve, LLC, an Alaska limited liability company

[Signature]
By: Bernard J. Brennan, V, as Manager

03/18/2023

Date signed by Seller

[Signature]
Witness as to Seller

Chantalle M. Demers
Printed Name of Witness

[Signature]
Witness as to Seller

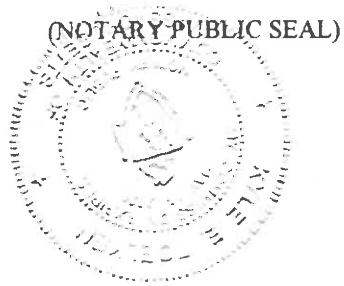
Laura C. Signer
Printed Name of Witness

STATE OF MA

COUNTY OF Hampshire

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 18th day of March, 2023 by Bernard J. Brennan, V, as Manager of Swan-Smiley Preserve, LLC, an Alaska limited liability company. Such person(s) (Notary Public must check applicable box):

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



[Signature]
Notary Public

Kyle Toelken
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: May 15th 2026



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

Witness as to Buyer

Printed Name of Witness

Witness as to Buyer

Printed Name of Witness

Approved as to Form and Legality

By: _____

Date: _____

BY: _____
NAME: Callie DeHaven
AS ITS: Director, Division of State Lands

Date signed by Buyer

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Callie DeHaven, Director, Division of State Lands, 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"
LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

That portion of the now vacated plat of Kerr City as said plat was recorded in Plat Book "A", Page 5, of the public records of Marion County, Florida, which lies West of the center line of Maine Street which line commences at the intersection of the center line of Maine Street as shown on said vacated plat, with its intersection with County Road 316 (shown as Indiana Avenue on said plat) and extending South along the center line of Maine Street to Lake Kerr.

AND ALSO the North one-half of Government Lot 11 located in Section 10, Township 13 South, Range 25 East

EXCEPT Lots 1, 2, 3, 4, and 5, Block "F", KERR CITY, according to the plat thereof recorded in Plat Book "A", Page 5, of the public records of Marion County Florida.

TOGETHER WITH any abandon or abrogated street or road rights of way.

Parcel Identification Number: 10528-000-00

Parcel 2:

The West one-half of that portion of the now vacated plat of Kerr City as said plat was recorded in Plat Book "A", Page 5, of the public records of Marion County, Florida, which lies between the center lines of Maine Street and Hill Street as shown on said vacated plat (the center line of said streets commencing at their intersection with County Road 316 (shown as Indiana Avenue on said plat) and extending south along the center line of said streets to Lake Kerr.)

TOGETHER WITH any abandoned or abrogated street or road rights of way.

Parcel Identification Number: 10528-001-00

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Parcel 3:

The East one-half of that portion of the now vacated plat of Kerr City as said plat was recorded in Plat Book "A", Page 5, of the public records of Marion County, Florida, which lies between the center lines of Maine Street and Hill Street as shown on said vacated plat (the center line of said streets commencing at their intersection with County Road 316 (shown as Indiana Avenue on said plat) and extending south along the center line of said streets to Lake Kerr); EXCEPT the East 50 feet thereof. AND the Grantor grants and conveys to the Grantee, his successors and assigns, an easement for ingress and egress over the East 50 feet of the East 1/2 of that portion of the now vacated plat of Kerr City as said plat was recorded in Plat Book "A", Page 5, of the public records of Marion County, Florida, which lies between the center lines of Maine Street and Hill Street as shown on said vacated plat (the center line of said streets commencing at their intersection with County Road 316 (shown as Indiana Avenue on said plat) and extending south along the center line of said streets to Lake Kerr); SUBJECT, however, to any county rights-of-way previously granted to Marion County and specifically any such rights-of-way over and across 226th Terrace from Indiana Avenue to Michigan Avenue as shown on the now abrogated plat of Kerr City. TOGETHER WITH any abandoned or abrogated street or road rights-of-way.

Parcel Identification Number: 10528-002-00

Parcel 4:

Being all of that property as described in deed recorded in Official Records Book 706, Page 191, of the Public Records of Marion County, Florida, said description therein being incorporated herein by reference.

Parcel Identification Number: 10542-000-00

Parcel 5:

That certain parcel of land lying and being in the County of Marion and State of Florida, Section 17, Township 13 South, Range 25 East, part of the former Williamson Homestead in Lots 9 and 10. Commencing at the NE corner of Government Lot 9, Section 17, Township 13 South, Range 25 East, thence N 89°41' W 300 feet to a concrete marker for the point of beginning; thence West 1014 feet to the NE corner of Government Lot 10 which is a point in the marsh; thence S 17°54' W 1370 feet to another point in the marsh which is on the projection of the southern boundary of Lot 11, 860 feet from the SE corner of Lot 11; thence S 17°33' E 1262 feet to the shore of Lake Kerr, thence easterly and northerly along the edge of the marsh approximately 600 feet to a concrete marker on the shore of Lake Kerr at the SE corner of the Point Pleasant Development; thence N 55°25'24" W 1118.9 feet to a stake; thence N 0°45'30" W 800 feet to a stake; thence N 36°57'30" E 180 feet to a stake on the edge of the marsh; thence along the shore line S 11°20' E 145 feet to a stake; thence N 89°19' E 464 feet to a point in the marsh; thence N 1°03' W 600 feet to the Point of Beginning.

LESS right of way conveyed to Marion County by Deed recorded October 24, 1969, in Official Records Book 404, Page 495, Public Records of Marion County, Florida.

Parcel Identification Number: 11297-000-00

Longleaf Pine Ecosystem
Swain-Similey Preserve, LLC
Page 2 of 3

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Parcel 6:

Beginning at the Northwest corner of Government Lot 10, Section 17, Township 13 South, Range 25 East, Marion County, Florida; thence run South 713.00 feet to the Point of Beginning; thence run South 306.5 feet; thence run East 200.00 feet; thence run North 306.5 feet; thence run West 200.00 feet to the Point of Beginning.

AND

Beginning at the Northwest corner of Government Lot 10, Section 17, Township 13 South, Range 25 East, Marion County, Florida; then run South 1019.5 feet to the Point of Beginning; thence run South 306.5 feet, more or less, to a concrete marker; thence run East 200.00 feet; thence run North 306.5 feet, more or less; thence run West 200.00 feet to the Point of Beginning.

Parcel Identification Numbers: 11297-008-00 and 11297-009-00

Parcel 7:

Being all of that property as described in deed recorded in Official Records Book 792, Page 536, of the Public Records of Marion County, Florida, said description thereon being incorporated herein by reference.

Parcel Identification Number: 11303-000-00

Parcel 8:

Commence at a U.S.F.S. concrete monument at the SE corner of Government Lot 6, Section 20, as established by the 1928 U.S. Government Dependent Resurvey of lands in Township 13 South, Range 25 East, Marion County, Florida, as shown by Plat made by Moorehead Engineering Company, signed by D. E. Stanaland, Florida Surveyor's Certificate No. 1577, in evidence herein as Plaintiff's Exhibit No. 3, for the Point of Beginning; thence run Easterly 241.4 feet, more or less, to a fence line, thence run Northerly along and with said fence line 1,900 feet, more or less, to the water's of Lake Kerr, thence run Northwesterly along the water's of Lake Kerr to the Eastern boundary of Government Lot 1, thence run S.0°09'34"W. along said Eastern boundary of Government Lot 1 and Government Lot 6, 2,059 feet, more or less, to the Point of Beginning.

Parcel Identification Number: 11316-000-00

All of the above property lying and being in Marion County, Florida.

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

Longleaf Pine Ecosystem
Swan-Smaley Preserve, LLC
Page 3 of 3

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(CORPORATION/PARTNERSHIP)

Before me, the undersigned authority, personally appeared Bernard J. Brennan V ("affiant"), this 18 day of March, 2023, who, first being duly sworn, deposes and says:

1) That affiant is the Manager of Swan-Smile Preserve, LLC, an Alaska limited liability company, as "Seller", whose address is 141 North Pleasant Street #1244, Amherst, MA 01002 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>
Brennan Family Ever All Trust dated July 23, 2019	141 N. Pleasant St. #1244 Amherst, MA 01002	99%

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>
Non-Applicable			

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>
Bernard J. Brennan IV	2019	Sale	\$2,230,000.00

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.

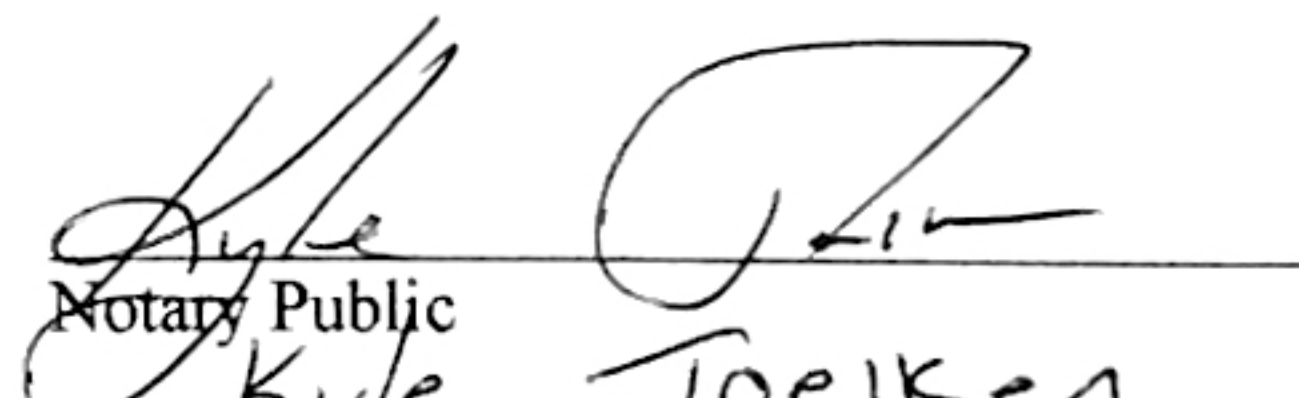

 AFFIANT

STATE OF MA
 COUNTY OF Hampshire

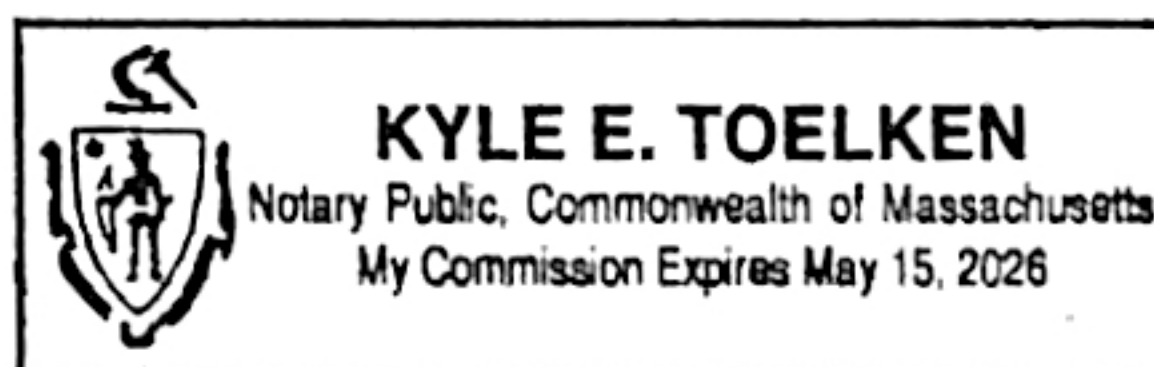
SWORN TO AND SUBSCRIBED before me this 18th day of March, 2023 by Bernard J. Brennan V, as Manager of Swan-Smiley Preserve, LLC, an Alaska limited liability company. Such person(s) (Notary Public must check applicable box):

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




 Notary Public
Kyle Toelken
 (Printed, Typed or Stamped Name of
 Notary Public)
 Commission No.: _____
 My Commission Expires: May 15th 2026

BRES - 141.1, Revised 01/22/15
 BLA# 328663
 Longleaf Pine Ecosystem FF



ADDENDUM
(LIMITED LIABILITY COMPANY/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. Copies of the articles of organization and operating agreement and all amendments thereto,
2. Certificate of Good Standing from the Secretary of State of the State of Alaska,
3. All certificates, affidavits, resolutions or other documents as may be required by DSL or the title insurer, which authorize the sale of the Property to Purchaser in accordance with the terms of this Agreement and evidence the authority of one or more of the members of Seller to execute this Agreement and all other documents required by this Agreement, and
4. Copy of proposed opinion of counsel as required by paragraph B. below.

B. As a material inducement to Buyer entering into this Agreement and to consummate the transaction contemplated herein, Seller covenants, represents and warrants to Buyer as follows:

1. The execution of this Agreement and the performance by it 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 authority of Seller.
2. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Alaska and is duly 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 it of the various terms and conditions hereto will violate the Articles of Organization or Operating Agreement of Seller, any provisions of applicable law or any applicable order or regulation of any court or governmental agency, nor will they constitute a breach or default by Seller 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 Buyer 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 and data as counsel may deem necessary or advisable to render the opinions set forth above.

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

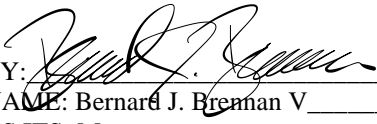
SELLER

BUYER

Swan-Smiley Preserve, LLC, an Alaska limited liability company

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: 
NAME: Bernard J. Brennan V _____
AS ITS: Manager _____

BY: _____
NAME: Callie DeHaven _____
AS ITS: Director _____

03/18/2023
Date Signed by Seller _____

Date signed by Buyer



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: Marjorie Karter, Senior Management Analyst Supervisor, BRES, DSL
FROM: FRANCES ALFORD, SENIOR APPRAISER, Bureau of Appraisal
APPROVED BY: Jay Scott, Chief, Bureau of Appraisal
SUBJECT: Appraisal Approval Memorandum
DATE: February 21, 2023

Project: Longleaf Pine Ecosystem - Swan Smiley Preserve
B/A File No.: 23-8515
County: Marion

Fee Appraisers:	(1) Thomas E. Rhodes, MAI	Date of Value:	September 2, 2022
	(2) William H. Benson, MAI	Date of Value:	September 2, 2022
Review Appraiser:	Courtland C. Eyrick, MAI	Date of Review:	December 5, 2022

Owner	Land Size (Acres)	Appraised Values		Maximum Value	Divergence
Swan Smiley Preserve LLC	497.03	(1)	\$5,270,000	\$5,270,000	5.4%
		(2)	\$5,000,000		

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

Jay Scott

Jay Scott (Feb 21, 2023 15:15 EST)

Chief Appraiser



December 5, 2022

Mr. Ramesh Buch
Project Manager
North Florida Land Trust
843 W. Monroe St.
Jacksonville, FL 32202

RE: Big Pine Preserve – Brennan – Review Appraisal

Dear Mr. Buch,

As requested, the enclosed is a technical review appraisal report, prepared in conformance with SR's 3 and 4 of the USPAP and the Supplemental Appraisal Standards for Board of Trustees Land Acquisitions (3-2-2016), for the Benson and Rhodes appraisal reports prepared for the above referenced land acquisition. This acquisition is referred to in each of the appraisal reports under review as the 020 Wildlife Corridor – Big Pine Preserve. The effective date of the appraisal review is December 5, 2022 and is subject to any specific limiting assumptions and conditions contained therein.

The purpose and scope of this review is to provide the North Florida Land Trust (NFLT) and the Florida Department of Environmental Protection (FDEP) with our opinion of the compliance of the two reports under review with USPAP and the Supplemental Appraisal Standards for Board of Trustees Land Acquisitions (3-2-2016). The subject property is a 497.03± acre tract of land located in Marion County, Florida. It is mutually understood that the appraisal review is to be used by the NFLT and the FDEP as the clients and intended users of the appraisal review services as related to the proposed acquisition of the subject property. The enclosed appraisal review report is based upon our review of the Benson and Rhodes reports as well as an inspection of the subject property and its surroundings. It describes the methods of valuation presented in the two appraisal reports under review and presents the pertinent data utilized in the appraisal process, as well as any differences therein. This technical review appraisal is not a separate appraisal with value of the property, nor does it relate to the reviewers developing a value opinion but otherwise opines on the compliance of the appraisal reports under review with the previously stated appraisal standards and the credibility of their results.

After a review of both appraisal reports the deviation in their value conclusions is 5.4%. The appraisers initially submitted reports indicating a divergence of 26.8%. Both appraisers were contacted, and various aspects were discussed relating to the discrepancies between their two appraisal reports. The Rhodes appraisal report initially valued the subject property as three separate parcels then totaled into one value that caused the property to be "overvalued" because the appraisal was engaged to appraise the three tracts as one entire acreage property to a single purchaser. After addressing the identified issues, the appraisers agreed to review their appraisal reports and revised reports were issued. Our conclusion as to the compliance of the revised appraisal reports is that they are overall reasonably supported and in conformance with the appraisal standards governing the appraisal review.



Mr. Ramesh Buch
December 5, 2022
Page Two

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

Respectfully submitted,

CBRE Valuation & Advisory Services

A handwritten signature in blue ink that reads 'Edward de Laurier'.

Edward A. de Laurier, CRE, CCIM, FRICS, MAI
Certified General Real Estate Appraiser RZ2187

A handwritten signature in blue ink that reads 'Courtland C. Eyrick'.

Courtland C. Eyrick, MAI, AI-GRS
Certified General Real Estate Appraiser RZ2856

**REVIEW APPRAISAL REPORT
OF
O2O WILDLIFE CORRIDOR – BIG PINE PRESERVE
LAKE KERR - BRENNAN
MARION COUNTY, FLORIDA
CBRE FILE NO. CB22US098410-1**

REVIEW APPRAISAL REPORT

OF

O2O WILDLIFE CORRIDOR BIG PINE PRESERVE - BRENNAN

*Located In
Marion County, Florida
CBRE File No. CB22US098410-1*

December 5, 2022

Prepared For

*Mr. Ramesh Buch
Project Manager
North Florida Land Trust
843 W. Monroe St.
Jacksonville, FL 32202*

Prepared By

*Courtland C. Eyrick, MAI, AI-GRS
Certified General Real Estate Appraiser RZ2856*

&

*Edward A. de Laurier, CRE, CCIM, FRICS, MAI
Certified General Real Estate Appraiser RZ2187*

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CERTIFICATE OF REVIEW APPRAISAL

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We 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.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this work under review within the three year period immediately preceding the agreement to perform this assignment.
5. We 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.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
8. Our compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favor the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the use of this appraisal review.
9. Our 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, which include the *Uniform Standards of Professional Appraisal Practice*, in addition to the requirements of the Florida Department of Environmental Protection.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Edward A. de Laurier has not made a personal inspection of the subject property of the work under review. Courtland C. Eyrick, MAI has made a personal inspection of the subject property of the work under review.
12. No one provided significant appraisal review assistance to the persons signing this certification.
13. As of the date of this report, the undersigned have completed the continuing education program of the Appraisal Institute.



Edward A. de Laurier, CRE, CCIM, FRICS, MAI
Certified General Real Estate
Appraiser RZ2187



Courtland C. Eyrick, MAI, AI-GRS
Certified General Real Estate
Appraiser RZ2856

EXECUTIVE SUMMARY / APPRAISAL COMPARISON

PROPERTY OWNER Project	Brennan, Swan Smiley Preserve LLC 020 Wildlife Corridor - Big Pine Preserve			
APPRAISER	Benson		Rhodes	
DATE OF VALUATION	9/2/2022		9/2/2022	
DATE OF REPORT	11/30/2022		11/22/2022	
PROPERTY SIZE	Acres	% Of Total	Acres	% Of Total
Upland	442.03	89%	442.03	89%
Wetlands	55.00	11%	55.00	11%
Total	497.03	100%	497.03	100%
EASEMENTS / ENCUMBRANCES	None that would impact value.		Typical for area with no impact on value	
OIL, GAS & MINERAL RIGHTS RESERVATIONS	No Known Presence		None known with no surface entries for exploration or removal	
ZONING	General Agriculture (A1)		General Agriculture (A1)	
LAND USE	Rural Land at a density of 10 unit per acres		Rural Land (allowing 1 dwelling unit per 10	
FEMA MAP # (s) DATE(S)	12083C0220D and 12083C3852D dated 8/28/2008		12083C0220D and 12083C3852D dated 8/28/2008	
FLOOD ZONES	X & AE		X & AE	
UTILITIES	Electric with private well and septic		None; water well & septic system; Clay Electric Cooperative	
IMPROVEMENTS	Center parcel improved with a 1,816 SF duplex that is unoccupied.		Center Parcel improved with a 1,816 SF duplex building divided equally into two units built in 1990 for family member use and not used over the past 10 years.	
SITE IMPROVEMENTS	Non-contributory		Well and septic	
REAL ESTATE TAXES	See Charts Below		See Chart Below	
HIGHEST AND BEST USE	Agricultural, recreational and low density		Agricultural, recreational and rural residential	

EXECUTIVE SUMMARY / APPRAISAL COMPARISON (CONT'D)

MARKET VALUE OPINIONS		
"As Is"	\$5,000,000	\$5,270,000
Per Acre Unit Value	\$10,000	\$10,500
MARKET VALUE DIVERGENCE		5.40%

Real Estate Tax Summaries

Benson

West Parcel				
Pin	Size Acres	Just Value	Assessed Value	Taxes
11303-000-00	242.30	\$1,424,748	\$33,472	\$671.57
11316-000-00	6.25	\$264,027	\$875	\$50.29
11297-008-00	1.40	\$6,140	\$196	\$56.70
11297-009-00	1.40	\$6,140	\$196	\$43.90
11297-000-00	60.53	\$473,446	\$4,826	\$131.23
Total	311.88	\$2,174,501	\$39,565	\$953.69

Central Parcel

Pin	Size Acres	Just Value	Assessed Value	Taxes
10528-002-00	22.00	\$571,596	\$3,080	\$98.29
10528-001-00	25.00	\$781,102	\$101,650	\$2,618.65
10528-000-00	90.00	\$1,795,962	\$12,321	\$272.59
Total	137.00	\$3,148,660	\$117,051	\$2,989.53

East Parcel

Pin	Size Acres	Just Value	Assessed Value	Taxes
10542-000-00	48.15	\$400,464	\$6,741	\$167.35
Combined Total	497.03	\$5,723,625	\$163,357	\$7,100.10

Rhodes

2022 PROPERTY ASSESSMENT INFORMATION				
Parcel No.	Just Value	Ag. Exemption	Taxable Value	2021 Taxes
11303-000-00	\$1,424,748	\$1,391,276	\$33,472	\$671.57
11316-000-00	\$ 264,027	\$ 263,152	\$ 875	\$ 50.29
11297-008-00	\$ 6,140	\$ 5,944	\$ 196	\$ 56.70
11297-009-00	\$ 6,140	\$ 5,944	\$ 196	\$ 43.90
11297-000-00	\$ 473,446	\$ 468,620	\$ 4,826	\$131.23
Totals:	\$2,174,501	\$2,134,936	\$39,565	\$953.69

2022 PROPERTY ASSESSMENT INFORMATION				
Parcel No.	Just Value	Ag. Exemption	Taxable Value	2021 Taxes
10528-000-00	\$1,795,962	\$1,783,641	\$ 12,321	\$ 272.59
10528-001-00	\$ 781,102	\$ 679,452	\$101,650	\$2,618.65
10528-002-00	\$ 571,596	\$ 565,516	\$ 3,080	\$ 98.29
Totals:	\$3,148,660	\$3,028,609	\$117,051	\$2,989.53

2022 PROPERTY ASSESSMENT INFORMATION				
Parcel No.	Just Value	Ag. Exemption	Taxable Value	2021 Taxes
10542-000-00	\$400,464	\$393,723	\$6,741	\$167.35

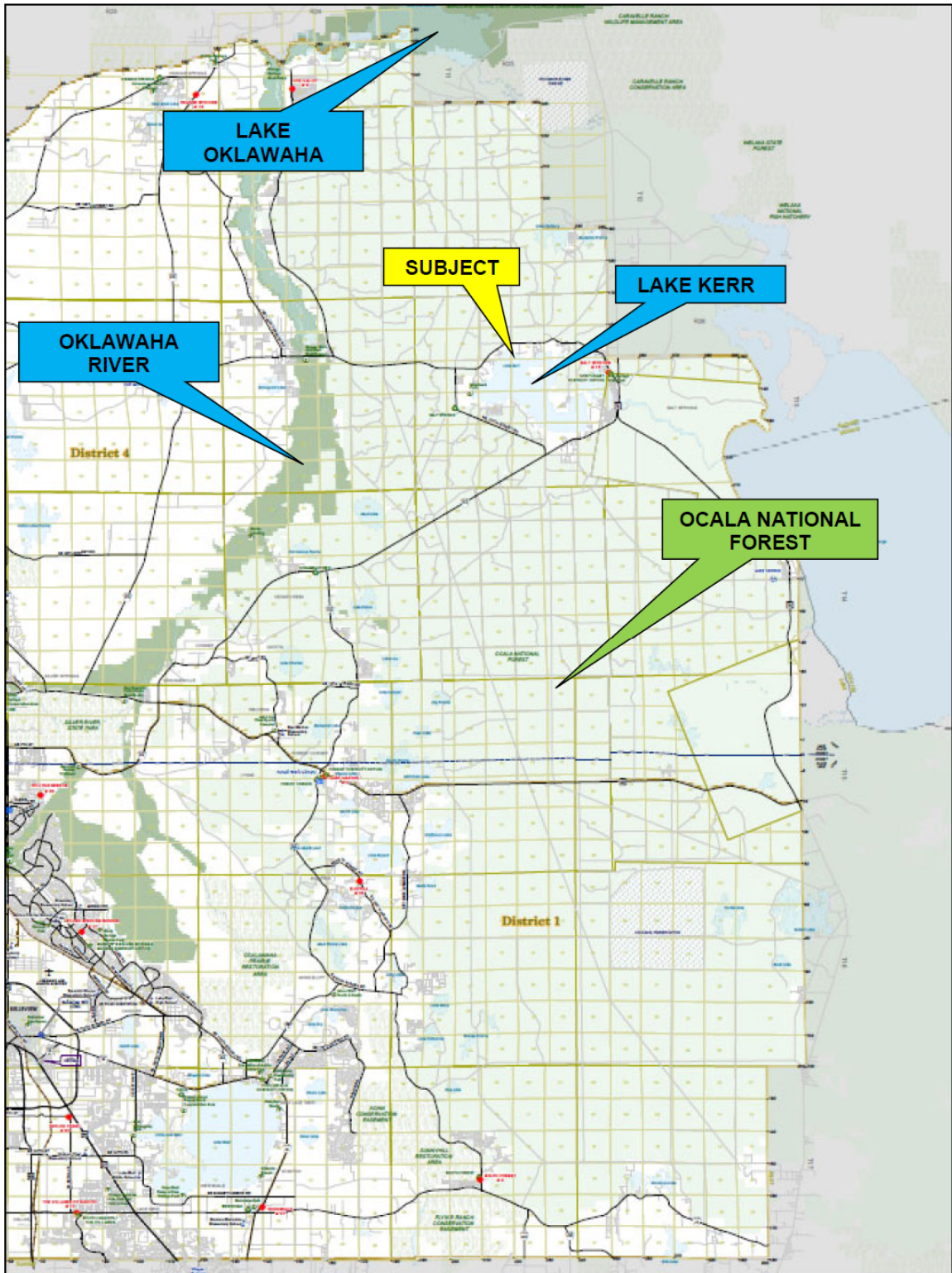
APPRAISAL REPORTS UNDER REVIEW

We have reviewed the appraisal reports of the property known as the O2O Wildlife Corridor – Big Pine Preserve situated in Marion County, FL. These appraisals were performed by Mr. Thomas E. Rhodes, MAI, SRA, AI_GRS of Rhodes & Rickolt, P.A., and William H. Benson, MAI, CCIM and Michael Morin of W. H. Benson & Co. The date of value of both reports was September 2, 2022. Review appraiser Courtland C. Eyrick, MAI, AI_GRS inspected the property with the appraisers.

PROJECT OVERVIEW

The subject property is a 497.03 acre landholding comprised of three, irregular shaped lakefront tracts of land located on Lake Kerr in Marion County, Florida. The subject property is proposed to be part of the existing Big Pine Preserve.

REGIONAL MAP



PURPOSE OF THE REVIEW

The purpose of this review was to insure that the appraisal reports conform to the Uniform Standards of Professional Appraisal Practice (USPAP), and the Supplemental Appraisal Standards for Board of Trustees Land Acquisitions, as to the following:

1. Completeness and compliance of the reports;
2. Apparent accuracy and relevance of the data and appropriateness of any adjustments to the data;
3. Appropriateness of appraisal methods and techniques;
4. Appropriateness and reasonableness of the analyses, opinions, and conclusions.

INTENDED USER / INTENDED USE OF REPORT

This review appraisal report is to be utilized solely by the *North Florida Land Trust* and the *Florida Department of Environmental Protection* in determining the adequacy and reasonableness of the data, valuation methods and conclusions of value within the appraisal reports under review *Intended Users*. This review appraisal report is to be utilized to aid its intended users as to the compliance of the appraisal reports under review with the previously stated appraisal standards and the credibility of their results *Intended Use*.

SCOPE OF THE REVIEW

The scope of this review involved a thorough technical desktop review by the review appraisers as well as a field inspection by Courtland E. Eyrick, MAI, AI_GRS of the subject property with client representatives on September 2, 2022. As part of the review process, errors, discrepancies, and inconsistencies in the appraisals under review were either resolved with the appraisers by them providing revised reports or considered insignificant in the overall review process.

It is our opinion that both appraisers correctly and appropriately identified and analyzed the subject market area.

This review is limited to analysis of the information provided and is intended to result in an opinion as to the adequacy and relevance of the data, the quality of the work products provided, and to assure compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), and the Supplemental Appraisal Standards for Board of Trustees Land Acquisitions. The review process also resulted in our forming an opinion as to the appropriateness of the appraisal methods and techniques. Finally, the review process resulted in our forming an opinion as to whether the analysis, opinions, and conclusions in the reports under review are appropriate and reasonable. This review should not be construed or represented as an opinion of value or an appraisal review with value.

DEFINITION OF MARKET VALUE

Market Value: as defined Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016, is:

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 conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their 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 terms of financial arrangements comparable thereto; and the price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
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.

Both appraisals correctly used this definition of market value.

PROPERTY RIGHTS OR INTEREST APPRAISED

Both appraisals develop opinions of the market value of the fee simple interest in the property.

HISTORY OF OWNERSHIP

The Marion County Property Appraiser's records show that the property ownership was transferred in a non-arm's length transaction to Swan Smiley Preserve LLC by Bernard and Sybil Brennan who are managing members of the LLC. The owner of the subject property has reportedly entered into a purchase option the North Florida Land Trust; however, a contract price was not reported to the appraisers. Neither appraiser was aware of any listings, sales nor offers to purchase the subject property within the past 10 years.

HYPOTHETICAL CONDITIONS / EXTRAORDINARY ASSUMPTIONS

Neither appraiser invoked a Hypothetical Condition. The Benson appraisal used the extraordinary assumption quoted below:

“No survey is available for the subject property. We are relying on the mapping as provided by the client. The appraisal is subject to revision if a current survey uncovers any significant discrepancy in area, upland/wetland delineations, or vegetation habitats.”

The Rhodes appraisal did not employ an extraordinary assumption.

AREA AND NEIGHBORHOOD DESCRIPTION

The neighborhood comprises the northeast portion of Marion County. This rural area is located northeast approximately 25 miles northeast of Ocala and west of the rural community of Salt Springs. Salt Springs is an unincorporated community in Marion County, Florida. It is located near Lake George and is part of the Ocala Metropolitan Statistical Area. Salt Springs is located in the Ocala National Forest. Primary roadways include CR 314 which provides access to the southern portion of the neighborhood, SR 19 provides access to the eastern portion, and CR 316 provides access to the northern portion. Collectively these two lane highways encircle Lake Kerr.

The greatest influence on the subject property is Lake Kerr. Lake Kerr is a small lake located in Marion County. Lake Kerr is also located very close to Lake George and the St. Johns River. Lake Kerr is over 2,830 acres with 19 miles of shoreline surrounded by the Ocala National Forest. Most of the Lake front is in private ownership and comprised of smaller acreage parcels. NE 140th Street provides access to the two-acre Moorhead Park which is at the west end of the lake. The park offers a free boat ramp, bank fishing & restrooms. Access is from NE 203rd Avenue. Additional influences in the neighborhood are the Salt Springs Recreation area. The recreation area is home to the Salt Springs, with clear water that is 72°F year round. The springs are full of bass, turtles, and blue crabs. This spring feeds into Lake George. The main roads through Salt Springs are State Road 19, as well as County Road 314 and County Road 316, both of which terminate at SR 19. The Ocala National Forest is the second largest nationally protected forest in the U.S. State of Florida. It covers 607 square miles of Central Florida. It is located three miles east of Ocala and 16 miles southeast of Gainesville. The Ocala National Forest, established in 1908, is the oldest national forest east of the Mississippi River and the southernmost national forest in the continental U.S. The Ocala National Forest lies between the Ocklawaha River/Cross Florida Barge Canal and the St. Johns rivers in Central Florida. In descending order of land area, it is located in parts of Marion, Lake, and Putnam counties.

In addition to the many lakes, ponds & rivers in the Forest, it is also home to four major natural springs of crystal clear water; Alexander Springs, Juniper Springs, Salt Springs, and Silver Glen Springs. Various lakes include Big Bass Lake, Big Scrub, Buck Lake, Clearwater Lake, Lake Delancy, Doe Lake, Grassy Pond, Halfmoon Lake, Hopkin's Prairie, Juniper Springs, Salt Springs, and Silver River. Native inhabitants of the Forest include the Florida black bear, white-tailed deer, wild boar, coyote, red fox, grey fox, bobcat, raccoon, nine-banded armadillo, striped skunk, Virginia opossum, North American river otter, American alligator, gopher tortoise, wild turkey, scrub lizard, sand skink, and Florida scrub jay.

Salt Springs on State Road 19 between County Road 314 & 316 are the ancient subterranean springs which flow year-round at a constant temperature of 72 degrees, and pump approximately 53 million gallons of crystal clear water per day. The pool contains clear, blue, salty-tasting water. The depth of the pool ranges from 2 to 5 feet but is up to 20 feet deep at the spring vents/pits that are scattered in the enclosed end of the pool area.

The bottom of the spring has exposed limestone, small rocks, and sand, as well as aquatic vegetation and is a favorite location for swimming & snorkeling.

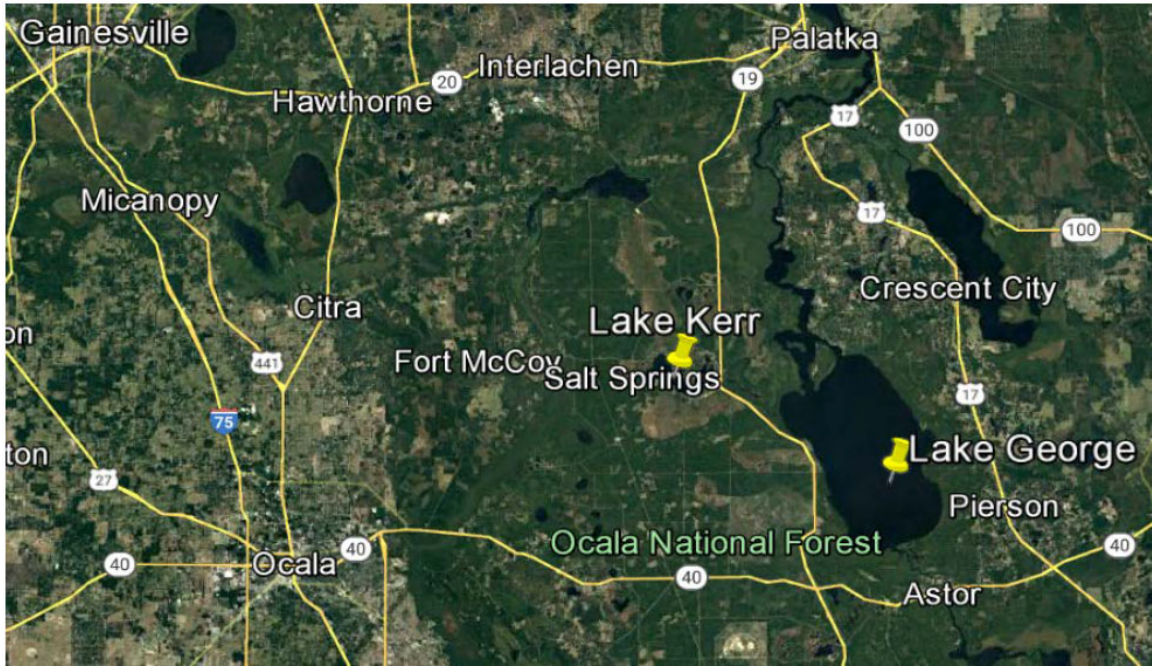
Historic Kerr City is located off County Road 316, approximately 3 miles west of Salt Springs is located immediately east of the subject and previously included the subject property. Kerr City is a preserved privately owned "ghost town", which is listed in the National Register of Historic Places. Covering 205 acres, Kerr City was the second town platted in Marion County and it grew to 100 residents in its day. It was originally a cotton plantation during the Civil War and flourished as an orange growing community for a number of years. It also served as a stagecoach stop for travelers commuting from the St. Johns River to Ocala. Original structures included a hotel, sawmill, general store, pharmacy, post office, school, church, and numerous Victorian-style homes. Following the big freeze that devastated the orange growing community, the town founder began buying abandoned properties around his home and by 1955, his family owned the entire town. The gas station, post office, cemetery, stagecoach road, and several of the original homes remain and many of which have been renovated and still possess original furnishings. The 1925 gas station is the oldest Texaco station in the state for Florida.

Rodman Reservoir and Recreation Area is located south of Palatka off State Road 19. Rodman Reservoir covers 9,500 acres and is a premier largemouth bass fishery offering some of the best fishing in Northeast Florida. In 1968, the Reservoir (also known as Lake Ocklawaha) was created when an earthen dam was built across the Ocklawaha River whereby flooding the area woodlands. The forest area was not completely leveled prior to flooding, which has resulted in plenty of underwater structure that makes a great environment for all types of fish. The Reservoir runs from the headwaters at Eureka Dam to Kirkpatrick Dam.

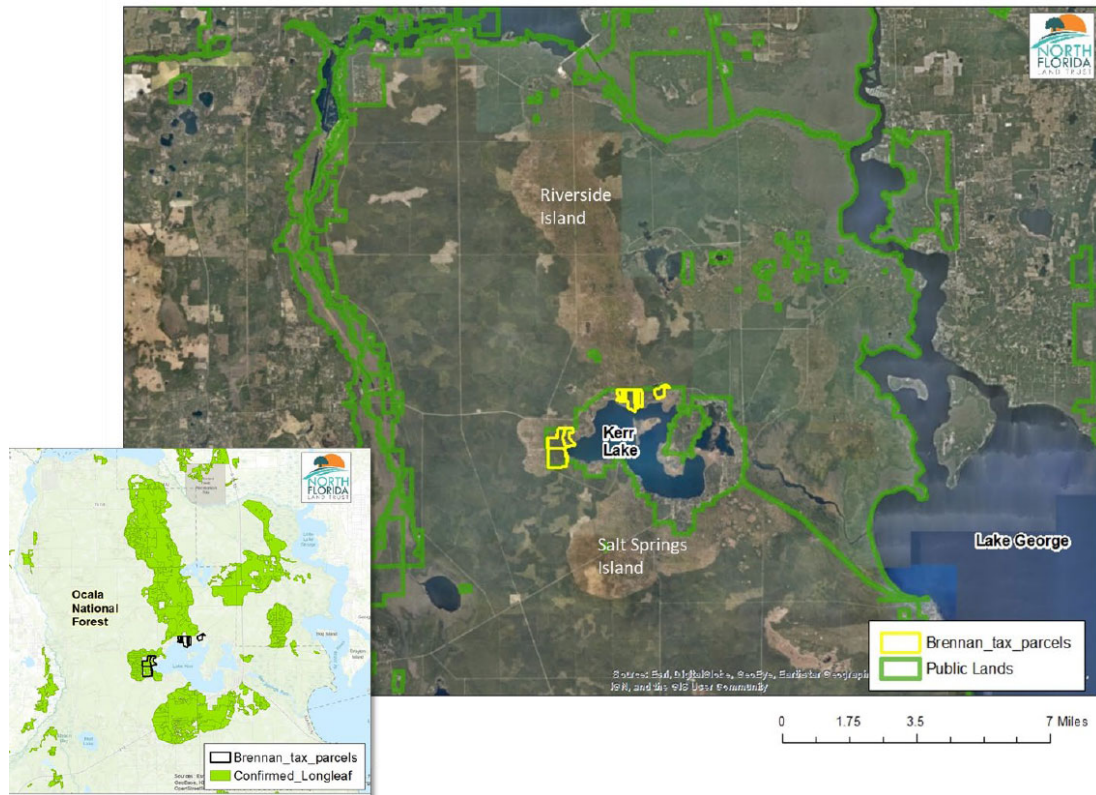
The Cross Florida Barge Canal and Greenways was formerly known as the Marjorie Harris Carr Cross Florida Greenway. It crosses Central Florida from the St. Johns River to the Gulf of Mexico. This 110 mile corridor includes a 74 mile stretch of the Ocklawaha River which flows north to the St. Johns River and also includes 9,200 acre Lake Ocklawaha (Rodman Pool). It is located approximately 10 miles north of Lake Kerr.

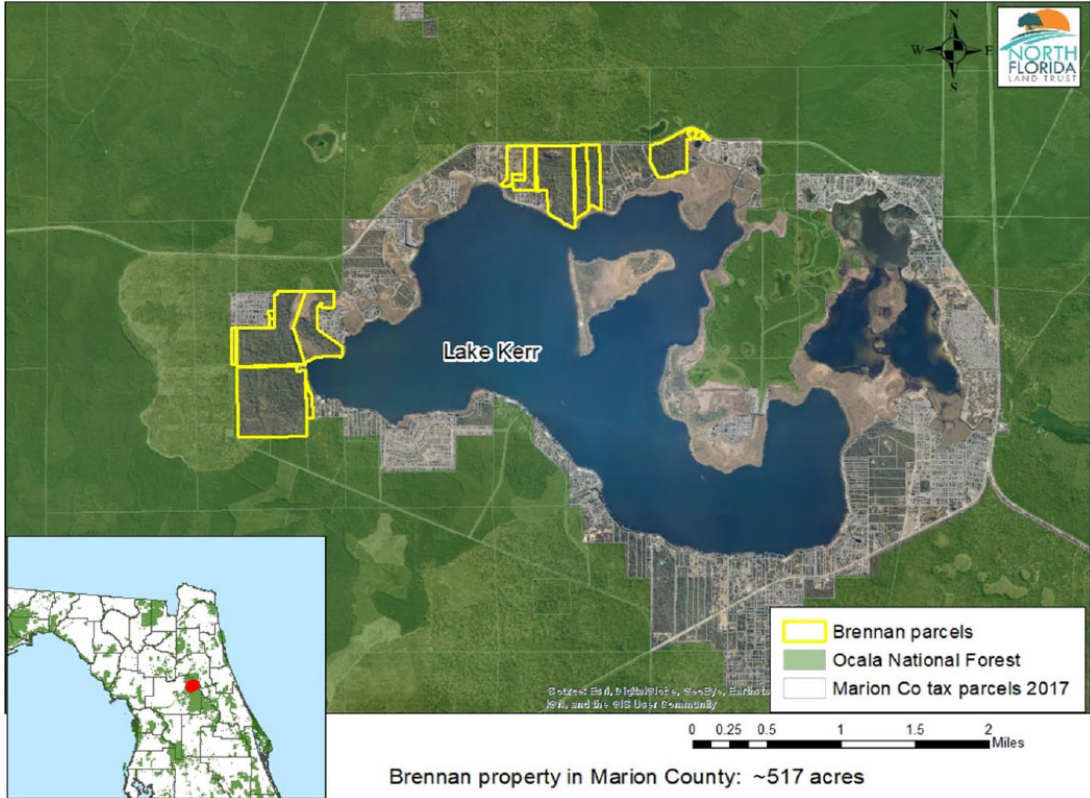
The Cross Florida Barge Canal was cancelled in 1981. The neighborhood is developed with mixed housing ranging from older mobile home parks to older upscale housing located directly on Lake Kerr. Most of the direct lakefront is located on the south side of Lake Kerr. No new residential developments were noted in the neighborhood. Population is stable, but no significant population growth is reported. Overall, the neighborhood is a lower middle income demographic with retirees constituting the majority of the area. Employment is limited to services related to supporting the low density rural population. No significant retail or employment centers are located within the neighborhood. Employment, primary retail, and medical support are located in Ocala and Palatka.

LOCATION MAP



AERIAL MAPS





Brennan property in Marion County: ~517 acres

PROPERTY DESCRIPTION

Each of the appraisers adequately described the subject property in detail concerning zoning, general characteristics, upland / wetland percentages, etc. In general, the subject property is irregular in shape, comprised of three land parcels and overall contains approximately 497.03 gross acres with lake frontage. The overall configuration of the subject property is best shown on the preceding aerial exhibits provided by the client. According to data obtained by the appraisers the subject contains approximately 55.0 acres or about 11% wetlands.

FLOOD MAP/FLOOD ZONE DATA

The subject property is shown on FEMA flood maps 12083C0220D and 12083C3852D dated 8/28/2008 within zones X and AE.

UTILITIES

Clay Electric Cooperative provides electricity. Various telephone companies provide telephone service to the site. Private well water and septic systems are required as municipal water and sewer are unavailable.

ZONING AND FUTURE LAND USE

Current zoning is General Agriculture (A1) with a future land use of Rural Land.

Based upon our inspection of the subject property and the surrounding area, it is our opinion that the appraisers have adequately described the subject property and its environs.

HIGHEST AND BEST USE

Both appraisers adequately described and evaluated the highest and best use, the surrounding area, and the general market for the subject lands. They both concluded agricultural, recreational, and residential (rural – low density) uses, which is reasonable.

VALUATION OVERVIEW

Both appraisers developed opinions of market value of the subject property using the FDEP required definition of market value. Both appraisers utilized land sales in the marketplace and applied them in a qualitative sales comparison approach to develop opinions of land value. A comparison of the sales used (same and different) and their differences are shown on the following tables.

Same Sales Used	Benson	Rhodes
Sale No.	1	1
Sale Date	Dec-21	Dec-21
County	Volusia	Volusia
Sales Price Analyzed	\$5,500,000	\$5,450,000
Acres	443.00	440.00
Price Per Gross Acre	\$12,415	\$12,386
%Upland/Wetland	68.79% / 31.21%	80.50% / 19.50%
Sale No.	5	2
Sale Date	May-22	May-22
County	Levy	Levy
Sales Price	\$3,082,900	\$3,082,850
Acres	447.50	447.00
Price Per Gross Acre	\$6,889	\$6,897
%Upland/Wetland	89.53% / 10.47%	100.00% / 0.00%
Sale No.	2	3
Sale Date	May-22	May-22
County	Volusia	Volusia
Sales Price	\$2,225,000	\$2,225,000
Acres	162.60	163.00
Price Per Gross Acre	\$13,684	\$13,650
%Upland/Wetland	73.89% / 26.11%	75.00% / 25.00%

The differences between the appraisers in the land sizes are considered to be within a reasonable range dependent upon the source of the determination. The factual data of the sales are exactly the same between the two appraisers except the value allocations made for the contributory value of improvements related to the comparisons above of Sales 1 and 1. Rhodes' Sales 1 and 2 show larger ratios of uplands in contrast to Benson's Sales 1 and 5 that likely resulted in the Rhodes appraisal concluding to a higher unit value.

Different Sales Used	Benson	Rhodes
Sale No.	3	4
Sale Date	Jun-22	May-22
County	Volusia	Marion
Sales Price	\$3,200,000	\$2,225,000
Acres	357.79	172.42
Price Per Gross Acre	\$8,944	\$12,905
%Upland/Wetland	60.57% / 39.43%	82.60% / 17.4%
Sale No.	4	
Sale Date	Sep-21	
County	Lake	
Sales Price	\$1,300,000	
Acres	138.67	
Price Per Gross Acre	\$9,375	
%Upland/Wetland	78.63% / 21.37%	

These sales were different within the reports under review but were supportive of their respective overall value conclusions.

The major differences between the two reports are:

The Rhodes report included a \$70,000 contributory value for the existing duplex whereas the Benson report ascribed no value.

Benson

The appraiser included five, land sale comparables, all of which were large rural acreage tracts. The sales had unit prices ranging from \$6,889 to \$13,684 per gross acre. The appraiser qualitatively adjusted the comparables for economic and physical characteristics. After adjustments the appraiser ranked the comparables, indicating the subject should fall below Sales 1 and 2 (\$12,415 and \$13,684 per gross acre), should be similar to Sale 4 (\$9,375 per gross acre), and should be higher than Sales 3 and 5 (\$8,929 and \$6,890 per gross acre). The appraiser concluded a unit value of \$10,000 per gross acre. The appraiser's opinion is reasonable and supported by their reconciliation of the sales analysis.

Rhodes

The appraiser included four comparables, all of which were large rural acreage tracts. The four sales had values ranging from \$6,897 to \$12,302 per gross acre and the basis on which they were analyzed. The appraiser qualitatively adjusted the comparables for economic and physical characteristics. Sales 1 and 3 were rated superior indicating unit sale prices per gross acre from \$12,302 to \$13,650 are superior to the subject property. In turn Sales 2 and 4 were rated inferior with indicated unit prices of \$6,897 and \$9,000, respectively. The appraiser's unit value conclusion of \$10,500 is reasonably supported with adequate evaluation of the sales data as employed.

REVIEWERS' CONCLUSIONS

Both appraisal reports provided sufficient data and analyses to reasonable indications of market value for the subject property. Factors relevant to the market value were adequately considered in each of the appraisals and were discussed in the neighborhood data, site description and highest and best use analysis in each report. The sales data represented those uses concluded as the highest and best use of the subject lands.

Although the appraisers differ in some of the sales used and their analysis there were no significant differences noted. The deviation in their value conclusions is 5.40% with the Benson appraisal valuing the subject property at \$5,000,000 or \$10,000 per gross acre and the Rhodes appraisal valuing the subject property at \$5,270,000 or \$10,500 per gross acre.

Throughout each of the reports, there were other minor technical differences between the appraisers, which are considered relatively typical in nature when comparing appraiser's opinions. Neither report under review showed significant differences that would result in their use outside of a reasonable degree of appraisal certainty.

All of the sales were recent but required adjustments for differences in factors of comparison to the subject property, which appear to be adequately reasoned within each of the reports under review. The presentation of factual data and analysis of market data appear sufficient within the purpose, intended use and scope of this appraisal review assignment.

COMPLIANCE OF THE REPORTS UNDER REVIEW

Our review of each report indicates that the appraisals reasonably satisfy the requirements of the Uniform Standards of Professional Appraisal Practice and Supplemental Appraisal Standards for Board of Trustees Land Acquisitions. Both reports are complete in content and provide the intended users with assurance that the value opinions concluded are credible and reasonably supported.

REVIEW APPRAISERS' FINAL RECOMMENDATIONS

We recommend that the appraisals be accepted and approved for land acquisition purposes.

Courtland C. Eyrick, MAI, AI-GRS

CBRE

Managing Director - Southeast Division



T + 1 904 296 3000
D + 1 904 367 2019
courtland.eyrick@cbre.com

806 Riverside Avenue
Jacksonville, Florida 32204

Experience

Courtland C. Eyrick, MAI, AI-GRS has seventeen years of experience preparing appraisals for litigation support, financial institutions, state agencies, and individuals, with a specialization in eminent domain valuation. Mr. Eyrick is an Appraiser of record for the Florida Department of Transportation (Districts One & Seven), the Florida Department of Environmental Protection, as well as several other governmental agencies. He is qualified as an expert witness in various districts. Additionally, he is a review appraiser for several financial institutions.

Mr. Eyrick has experience appraising property types including: neighborhood shopping centers, retail strip-centers, office buildings, industrial properties, apartment communities, self-storage facilities, churches, developments of regional impact (DRI's), residential subdivisions, wetlands, and agricultural land. His specialties include the valuation of sand mines, gas stations, historic properties, aviation related properties, and environmentally sensitive lands.

Mr. Eyrick has developed three convenience stores with gasoline sales and has brokered multiple types of real estate including industrial buildings, office buildings, and vacant land. Additionally, he was worked with developers and landowners in preparing feasibility and highest and best use analyses.

Professional Affiliations / Accreditations

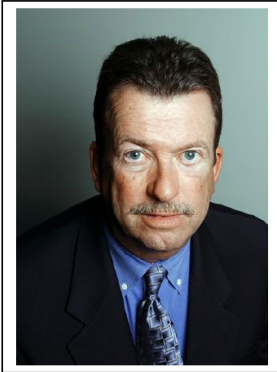
- MAI - Appraisal Institute
- AI-GRS – Appraisal Institute
- Certified General Real Estate Appraiser
 - State of Florida
 - State of Georgia
 - State of Louisiana
 - State of South Carolina
 - State of North Carolina
 - State of Virginia
- Accreditations
 - FL Division of State Lands Approved Appraiser (FDEP)
 - Yellow Book (Uniform Appraisal Standards for Federal Land Acquisitions) Accredited

Education

- University of the South
 - Bachelor of Arts

Appraisal Institute & Related Courses

- Uniform Appraisal Standards for Federal Land Acquisitions
- Complex Litigation Appraisal Case Studies
- Condemnation Appraising: Basic Principles & Applications
- Appraising Convenience Stores
- Subdivision Valuation: A Comprehensive Guide to Valuing Improved Subdivisions
- Business Practices and Ethics
- Advanced Applications
- Report Writing and Valuation Analysis
- Advanced Income Capitalization
- Advanced Sales Comparison & Cost Approaches
- Advanced Concepts & Case Studies
- National USPAP

Edward A de Laurier, CRE, CCIM, FRICS, MAI

T + 1 904 296 3000
D + 1 904 367 2006
Bud.DeLaurier@cbre.com

806 Riverside Avenue
Jacksonville, Florida 32204

Professional Memberships & Certifications

- The Counselors of Real Estate (CRE®), member No. 2303
- CCIM Institute designated (CCIM), member No. 10516
- Fellow, Royal Institution of Chartered Surveyors (FRICS)
- Appraisal Institute (MAI) member No. 6500
- FL - Certified General real estate appraiser RZ2187
- Georgia - Certified General Appraiser License No. CG336231
- National Association of Realtors®
- Florida Chapter CCIM Institute
- Jacksonville, FL Chapter of the Appraisal Institute
- Special Magistrate, Duval County VAB
- HUD Certified MAP Appraiser
- FL Division of State Lands Approved Appraiser (FDEP)
- Yellow Book (Uniform Appraisal Standards for Federal Land Acquisitions) Accredited
- RICS Red Book Registered Valuer

Education

- B.S.B.A. Pacific University-emphasis in real estate
- Business of Commercial Leasing Certificate – New York University

Summary of Experience

- Staff and management positions with property appraiser 's office, banks and private firms involving initial real estate related training and experience.
- Executive with a privately held, real estate development company based in Chicago and Phoenix with main line responsibilities in market/feasibility analysis, sales and marketing, commercial leasing and contract management.
- Founded and sold Chicago based advisory firms specializing in real estate counseling, valuation and construction management.
- Property development / investment for own and partner accounts in Illinois, Arizona, California, Florida and North Carolina.
- Real estate advisory, litigation support, valuation and counseling assignments nationally with a concentration in the southeast region of the U.S. primarily in FL and GA.



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER WILTON SIMPSON

March 23, 2023

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

Dear Ms. DeHaven:

The Florida Forest Service (FFS) accepts management of the Brennan Property (parcel numbers: 10542-000-00, 10537-001-00, 10528-002-00, 10528-001-00, 10528-000-00, 10533-002-00, 10533-005-00, 10533-003-00, 11303-000-00, 11297-000-00, and 11316-000-00) in Marion County which consists of approximately 541 acres and is identified on the attached map.

The subject property will increase the state forest's ecological value, provide public access and will benefit from multiple-use management activities consistent with Indian Lake State Forest. FFS may also partner with US Forest Service - Ocala National Forest for management of the property.

If you have any questions, please feel free to contact Alan Davis at (850) 681-5816 or Alan.Davis@FDACS.gov (Suite J, Room 237).

Thank you for your assistance in this matter.

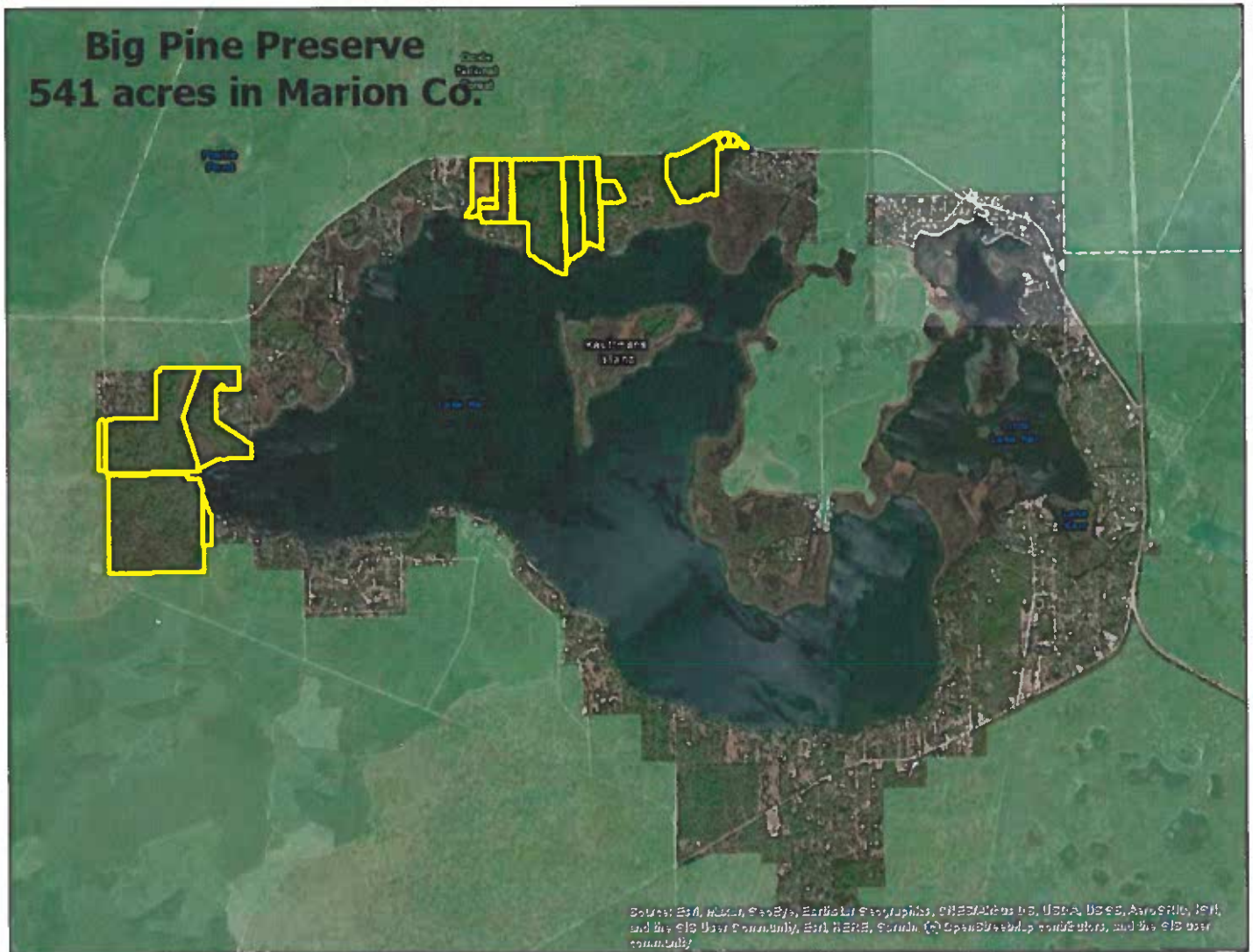
Sincerely,

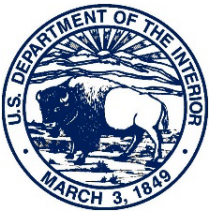
Rick Dolan, Interim Director
Florida Forest Service

RD/ad

Enclosures

Aerial map of Brennan Property: 541 acres in Marion County, FL





United States Department of the Interior

FISH AND WILDLIFE SERVICE
Florida Ecological Services Field Office



Robbie Parrish
Chief, Bureau of Real Estate Services
Division of State Lands
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS#115
Tallahassee, FL 32399-3000

April 4, 2023

RE: Florida Forever Swan-Smilely Big Pine Preserve (Brennan) Acquisition

Dear Mr. Parrish,

North Florida Land Trust (NFLT), a valued conservation partner, is working with the state to purchase the Florida Forever Swan-Smilely Big Pine Preserve.

An inholding within Ocala National Forest, this 497-acre property is important habitat for federally listed species such as red-cockaded woodpecker (*Picoides borealis*), sand skink (*Neoseps reynoldsi*), wood stork (*Mycteria americana*), eastern indigo snake (*Drymarchon couperi*), and Florida scrub-jay (*Aphelocoma coerulescens*). It borders Lake Kerr and contains one of the largest tracts of old growth longleaf pine in Florida. If acquired, the Florida Forest Service and the U.S. Forest Service will manage the property and improve the old growth longleaf pine forests and federally listed species habitat.

The property also is part of the O2O Wildlife Corridor, which is a 100-mile corridor of natural and rural lands in Northeast Florida that connects the Ocala National Forest and the Osceola National Forest. Protection of this property will increase the acreage of contiguous conservation lands available to listed species. The property is also an aquifer recharge zone and maintaining this property in its natural state will also protect the Floridan aquifer and nearby water sources such as Lake Kerr and Salt Springs, a first magnitude spring that is becoming increasingly important for federally threatened wintering manatees (*Trichechus manatus*).

Acquisition of the Swan-Smilely Big Pine Preserve with joint management by the Florida Forest Service and U.S. Forest Service will be an important addition to the O2O wildlife corridor and help support the recovery of the federally listed species mentioned in this letter.

Sincerely,

Constance L. Cassler, Ph.D.
Conservation Delivery Division Manager
Florida Ecological Services Field Office



April 6, 2023

Robbie Parrish
Division of State Lands
Office of Environmental Services
3900 Commonwealth Blvd., MS 100
Tallahassee, FL 32399

Re: Support for Florida Forever acquisition of Swan-Smiley property

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Conservation Events Coordinator
Amanda West
Rangeland Specialist
Jesse Frazier
Land Management Specialist
Taylor White
Rock Bluff Springs Park Specialist
Keara Clancy
CrEEK Program Coordinator
Kimberly Tillman
Partnership Coordinator
George Johnson
Conservation Practice Specialist
Cameron Mitchell
Land Management Tech

Dear Mr. Parrish:

As the Executive Director of the Alachua Conservation Trust, I write to express support for the acquisition of the **Swan-Smiley** property in Marion County by the Florida Department of Environmental Protection (FDEP). Alachua Conservation Trust (ACT) has been aware of, and supported this effort for several years as collaborators with North Florida Land Trust (NFLT) and other partners involved with land protection in the Ocala to Osceola (O2O) Wildlife Corridor.

This is an opportunity for the State to acquire an exceptional property through the Florida Forever program. The Swan-Smiley parcel is embedded in the Ocala National Forest on the shores of Lake Kerr. Its location on the landscape make it a critical linkage between Forest Service lands, and within the O2O Corridor. In addition, the property provides habitat for many Federal and State imperiled species, including the Florida sand skink, gopher tortoise, Florida scrub jay, and Eastern Indigo snake.

Notably, the Swan-Smiley property supports an old growth longleaf pine forest, with trees over 300 years old and approaching three feet in diameter. This is likely the largest unprotected old growth longleaf pine stand in Florida, and perhaps the entire southeastern U.S. Considering the rarity of old growth longleaf throughout its historic range (less than 0.004% remains), the property is a rare treasure. With the implementation of fire management, these habitats can be restored to showcase Florida's original pine forests, providing opportunity for recreation and nature interpretation. The property is contiguous with Federal lands, and protection will safeguard the U.S. Forest Service's ability to continue habitat management of the larger longleaf pine landscape.

With over a half mile of Lake Kerr frontage, protection of the Swan-Smiley property will benefit water quality by deterring residential development in this environmentally sensitive area. The property borders Lake Kerr, a large clear water lake, and is near Salt Springs, a first magnitude artesian spring. The property is adjacent to historic Kerr City, a designated ghost town on the National Register of Historic Places. A 19th century stage coach road bisects the Brennan property; this offers opportunities for Florida history interpretation.

Offices located at Prairie Creek Lodge in the community of Rochelle:

7204 SE County Road 234
Gainesville, Florida 32641

(352) 373-1078
www.AlachuaConservationTrust.org



Alachua Conservation Trust fully supports the Florida Forever acquisition of the Swan-Smilely property, and I commend NFLT and the Division of State Lands for their diligence and support of this project. This Florida Forever project offers outsized benefits for imperiled species, watershed protection, public land management, and protection of Florida's natural legacy.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Tom". The signature is written in a cursive style with a long horizontal stroke at the top.

Tom Kay
Executive Director
Alachua Conservation Trust



Conserving Land and Water for People and Wildlife

March 28, 2023

Robbie Parrish
Chief, Bureau of Real Estate Services
Division of State Lands
Florida Department of Environmental Protection
3800 Commonwealth Blvd., MS#115
Tallahassee, FL 32399-3000

RE: Support for Swan-Smilely Big Pine Preserve (Brennan) Acquisition

Dear Mr. Parrish,

As the President of Putnam Land Conservancy (PLC), I am writing to support the acquisition of the Swan-Smilely Big Pine Preserve by the State of Florida.

This property encompasses 497 acres of privately-owned land that borders Lake Kerr and is an inholding of the Ocala National Forest. It contains one of the largest tracts of old growth longleaf pine in Florida. Six of the longleaf pines were cored and the oldest has an estimated age of 300 years. The property also has historical significance, with portion of the of the Kerr City ghost town and a historic stagecoach road from 1860.

The property provides critical habitat for federally threatened and endangered species, as well as State imperiled species. These include the red-cockaded woodpecker, gopher tortoise, sand skink, Florida sandhill crane, wood stork, and Florida scrub-jay. Protection of this property will improve the integrity of the natural landscape, provide protection for a rare old growth longleaf pine forest, provide foraging and migration habitat for the Florida black bear and other migratory species.

This property is an important component of the Ocala National Forest to Osceola National forest (O2O) Wildlife Corridor. The O2O is a "critical linkage" of the greater Florida Wildlife Corridor.

The State's acquisition of the property, will be an important addition to the surrounding conserved lands and the O2O corridor. This property connects to the Ocala National Forest, preserves a part of Florida's old growth longleaf pine forests, protects land important for the Floridan aquifer and nearby water resources, provides habitat for listed species, and protects Florida's historic legacy.

Sincerely,

Timothy Keyser, President

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March 27, 2023

Robbie Parrish
Chief, Bureau of Real Estate Services
Division of State Lands
Florida Department of Environmental Protection
3800 Commonwealth Blvd., MS#115
Tallahassee, FL 32399-3000

RE: Support for Swan-Smilely Big Pine Preserve (Brennan) Acquisition

Dear Robbie,

As the President of North Florida Land Trust (NFLT), I am writing to fully support the acquisition of the Florida Forever Swan-Smilely Big Pine Preserve by the State of Florida.

This property encompasses 497 acres of privately-owned land that borders Lake Kerr and is an inholding of the Ocala National Forest. It contains one of the largest tracts of old growth longleaf pine in Florida. Six of the longleaf pines were cored and the oldest had an estimated birth year of 1722. The property has historical significance, with the partial site of the Kerr City ghost town and a historic stagecoach road from 1860 that runs throughout.

Locally, the property provides critical habitat for federally threatened and endangered species, as well as State imperiled species. These include the red-cockaded woodpecker, gopher tortoise, sand skink, Florida sandhill crane, wood stork, and Florida scrub-jay. Protection will improve the integrity of the natural landscape, providing foraging and migration habitat for the Florida black bear and other migratory species.

Regionally, the property is an important component of the O2O Wildlife Corridor, which is a “blueprint” for landscape conservation of a 100-mile corridor of natural and rural lands in Northeast Florida. The O2O is a “critical linkage” of the greater Florida Wildlife Corridor.

The State’s acquisition of the property, with the assistance of NFLT, will be an important milestone for the O2O initiative. Protection would connect this property to the Ocala National Forest and existing conservation lands, preserve what is left of Florida’s longleaf pine range, protect land important for the Floridan aquifer and nearby water resources, provide habitat for endangered species, and protect Florida’s historic legacy.

Acquisition of the Swan-Smilely Big Pine Preserve supports NFLT’s mission to preserve and enhance our quality of life by protecting North Florida’s irreplaceable natural environment.

Sincerely,

Allison DeFoor, President
NFLT

843 W. Monroe St. | Jacksonville, FL 32202 | (904) 479-1967 | info@nflt.org | www.nflt.org

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. NFLT REG. # CH11177





March 29, 2023

Robbie Parrish
Chief, Bureau of Real Estate Services
Division of State Lands
Florida Department of Environmental Protection
3800 Commonwealth Blvd., MS#115
Tallahassee, FL 32399-3000

Submitted electronically

RE: Support for Swan-Smilely Big Pine Preserve (Brennan) Acquisition

Dear Robbie,

On behalf of the Florida Wildlife Federation (Federation), I am writing to support the acquisition of the Florida Forever Swan-Smilely Big Pine Preserve by the State of Florida. This property encompasses 497 acres of privately-owned land that borders Lake Kerr and is an inholding of the Ocala National Forest. It contains one of the largest tracts of old growth longleaf pine in Florida. Six of the longleaf pines were cored and the oldest had an estimated birth year of 1722.

Locally, the property provides critical habitat for federally threatened and endangered species, as well as state imperiled species. These include the red-cockaded woodpecker, gopher tortoise, sand skink, Florida sandhill crane, wood stork, and Florida scrub-jay. Protection will improve the integrity of the natural landscape, providing foraging and migration habitat for the Florida black bear and other migratory species.

Regionally, the property is an important component of the Ocala to Osceola (O2O) Wildlife Corridor, which is a "blueprint" for landscape conservation of a 100-mile corridor of natural and rural lands in Northeast Florida. The O2O serves as a "critical linkage" of the greater Florida Wildlife Corridor. Acquisition of the property will be an important milestone for the O2O initiative. Protection would connect this property to the Ocala National Forest and existing conservation lands, preserve what is left of Florida's longleaf pine range, protect land important for the Floridan aquifer and nearby water resources, and provide habitat for endangered species.

The Federation supports the state's acquisition of the Florida Forever Swan-Smilely Big Pine Preserve.

Sincerely,

A handwritten signature in black ink that reads "Sarah Gledhill".

Sarah Gledhill, President and CEO

File Code: 3500

Date: March 28, 2023

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

Dear Ms. DeHaven:

The National Forests in Florida (NFFL) fully supports the State's acquisition, restoration, and management of the Brennan Property (parcel numbers: 10542- 000-00, I 0537-001-00, I 0528-002-00, 10528-001-00, 10528-000-00, 10533-002-00, I 0533-005-00, I 0533-003-00, 11303-000-00, 11297-000-00, and 11316-000-00) in Marion County which consists of approximately 541 acres directly connected to and surrounded by the Riverside Island Complex of longleaf pine sandhill area of the Ocala National Forest. In addition to the extraordinary species habitat value of the tracts, the acquisition harbors a significant number of the last remaining old growth longleaf pine trees in the Florida peninsula that are at risk from an unmitigated fuel load and highly flammable non-native invasive vegetation. It is in NFFL's interest to help the State address these risks.

I am writing to restate my intent of applied land management support from NFFL that I conveyed in previous letters. The NFFL recognizes the value of the Brennan tracts to our mission of watershed and springshed protection, rare species conservation, and sustaining our nation's forests and grasslands. The NFFL, NRCS, and FSA entered into a Shared Stewardship Agreement with FFS and FWC in 2020 that supports collaborative efforts in conservation and reduction of wildfire risks in addition to other mutual priorities. NFFL will contribute technical and in-kind resources to assist the State in restoring habitat and managing the property for conservation purposes. We will use available authorities and resources to help carefully restore an at-risk overgrown old growth forest to a condition of healthy resilience so that future generations can enjoy the awe of standing beside a 300-year longleaf pine.

Near term opportunities are already in place and can be expanded. For the past 2 years, FWC has been reducing midstory to restore red-cockaded habitat in Ocala National Forest under the Good Neighbor Authority only a few miles southeast of the Brennan parcels. Also, the Brennan acquisition is in the Kerr City "Wildland Urban Interface High Risk Area" and near the US Forest Service's Priority Fireshed, situated for an effective joint fuels reduction project leveraging federal projects with Florida's Cross-Boundary Wildfire Mitigation program.

Our agencies have enjoyed excellent wildfire, prescribed fire, wildlife, and forest management cooperation through agreements for more than 100 years and will continue to do so to restore and manage the exceptional resources of the Brennan parcels.

Sincerely,



KELLY RUSSELL
Forest Supervisor, National Forests in Florida

