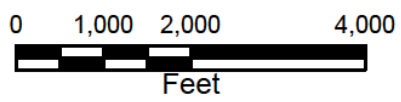


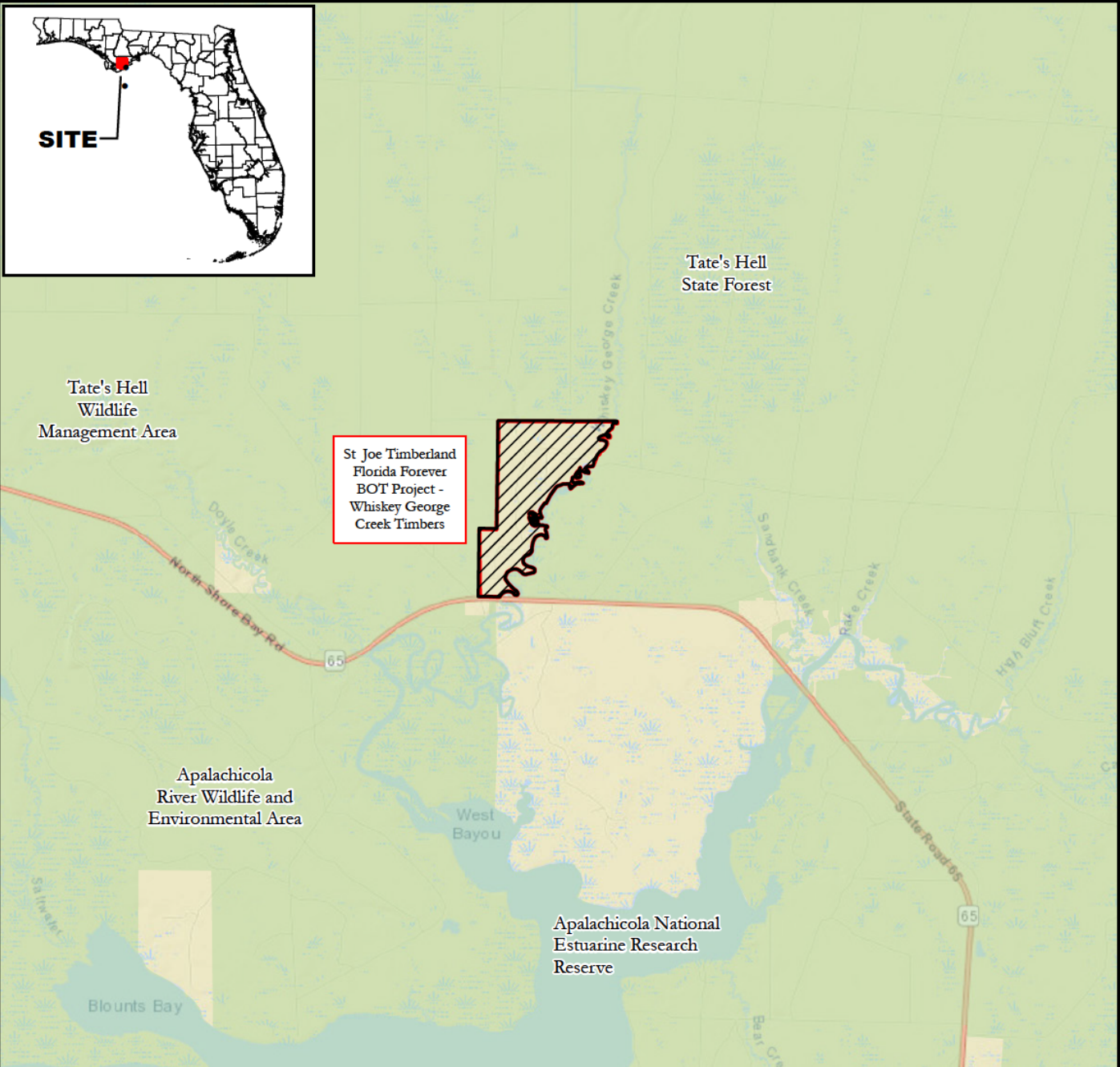
St Joe Timberland
Florida Forever
BOT Project -
Whiskey George
Creek Timbers

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

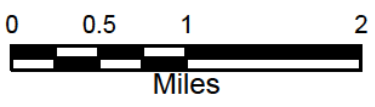


St. Joe Timberlands
Owner: George J. Mahr
Franklin County, Florida

File Location: \\FLDEP\F\SURVEY\St Joe Timberlands\Mahr\GIS\Appraisal_St_Joe_Timberlands_Mahr.aprx
Date Saved: 7/14/2022 3:55 PM
Map Created By: K. Wyko



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



St. Joe Timberlands
 Owner: George J. Mahr
 Franklin County, Florida

File Location: \\FLDEP\F\SURVEY\St Joe Timberlands\Mahr\GIS\Appraisal_St_Joe_Timberlands_Mahr.aprx
 Date Saved: 7/14/2022 3:55 PM
 Map Created By: K. Wyko

OPTION AGREEMENT FOR SALE AND PURCHASE

Approved for Agenda
Purposes Only

By: 
DEP Attorney

THIS AGREEMENT is made this _____ day of _____, 20____, between GEORGE J. MAHR, whose address is Post Office Box 130, Apalachicola, Florida, 32329, 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").

Date: 7/29/2022

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive option to purchase the real property located in Franklin 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 ONE MILLION THREE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$1,310,000.00) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025(8), Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 6.

3.B. **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 100% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price".

4. ENVIRONMENTAL SITE ASSESSMENT. Buyer, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL to determine the existence or extent of Hazardous Materials on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5.)

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 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, (d) cut out the affected portion of the Property and reduce the Purchase Price by an amount equal to the product of the Purchase Price per acre for the acres being cut out, multiplied by the acreage cut out, or (e) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement shall apply.

9. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Buyer a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Buyer and do not impair the marketability of the title to the Property.

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 2% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

16. **RIGHT TO ENTER PROPERTY AND POSSESSION.** Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Buyer at closing.

17. **ACCESS.** Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

18. **DEFAULT.** If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

19. **BROKERS.** Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.

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

21. **ASSIGNMENT.** This Agreement may be assigned by Buyer, in which event Buyer will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

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

23. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

24. **SUCCESSORS IN INTEREST.** This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

25. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and

delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties. Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

26. WAIVER. Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

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

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

30. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

31. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE JULY 29, 2022, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

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

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

SELLER

Emily Rinehart
Witness as to Seller

Emily Rinehart
Printed Name of Witness

[Signature]
Witness as to Seller

Frederic Thiriez
Printed Name of Witness

[Signature]
George J. Mahr

07/28/2022
Date signed by Seller

Phone No. _____
8 a.m. - 5 p.m.

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28th day of July, 2022 by George J. Mahr. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)



Brigid Sellers
Notary Public

Brigid Sellers
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: GG 324753

My Commission Expires: 08/03/2023

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 by means of __ physical presence or __ online notarization; 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

Being all of the South Half of the South Half (S 1/2 of S 1/2) of Section 19, Township 7 South, Range 6 West, lying West of Whiskey George Creek; Also all of Section 30, Township 7 South, Range 6 West, lying West of Whiskey George Creek; Also all of the East Half of the East Half (E 1/2 of E 1/2) of the Southeast Quarter (SE 1/4) of Section 25, Township 7 South, Range 7 West, Franklin County, Florida and more fully described as follows:

Commencing at the Southwest Corner of Section 30, Township 7 South, Range 6 West, (also being the Southeast Corner of Section 25, Township 7 South Range 7 West) Franklin County, Florida (marked by a concrete monument); thence run North 71 degrees 53'45" West, 697.29 feet to a concrete monument on the North right-of-way of Florida State Road No. 65, and the point of beginning of tract herein described; from the point of beginning run North 0 degrees 43' East, along the East boundary of the lands of Buckeye Cellulose Corp., 2580.23 feet to a concrete monument; thence run South 88 degrees 39' 22" East, along the South boundary of lands of Buckeye Cellulose Corp. 666.3 feet to a concrete monument; thence run North 0 degrees 43' 08" East, along the East boundary of lands of Buckeye Cellulose Corp. (being the Range line between Range 6 West and Range 7 West) 2782.67 feet to a concrete monument marking the Northwest corner of Section 30 (Southwest Corner of Section 19), Township 7 South, Range 6 West; thence run North 0 degrees 33' 38" East along the East boundary of lands of Buckeye Cellulose Corp. (along the West boundary of Section 19) 1298.0 feet to a concrete monument; thence run South 89 degrees 44' 22" East, along the South boundary of lands of Buckeye Cellulose Corp., 4482.72 feet to a concrete monument on the West (right) bank of Whiskey George Creek; thence run along the meander of the West (right) shoreline of Whiskey George Creek in a general southwesterly direction to a point which is South 33 degrees 37' 38" West, 7971.0 feet (said point being a concrete monument on the North right-of-way of Florida State Road No. 65; thence run North 87 degrees 55' 07" West along the North right-of-way of Florida State Road No. 65, 346.55 feet to a concrete monument and point of curvature; thence continue along the North right-of-way of State Road No. 65 along a curve to the left in a westerly direction with a radius of 5829.65 feet an delta angle of 39 degrees 54' left, to the point of beginning which is South 89 degrees 56' 55" West, 468.15 feet. Situate, lying and being in Section 19 and Section 30, Township 7 South, Range 6 West, and in Section 25, Township 7 South, Range 7 West, FRANKLIN COUNTY, Florida.

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

BSM APPROVED

By: J. A. Date: 07/19/2022

St. Joe Timberlands
George J. Mahr
Franklin County

ADDENDUM
DISCLOSURE STATEMENT
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

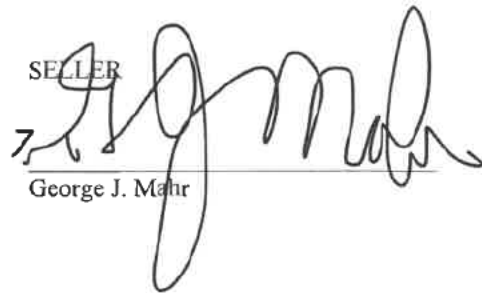
1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees, cost, or other benefits incident to the sale of the Property are: **(if non-applicable, please indicate "None" or "Non-Applicable")**

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
SVN Saunders Ralston Dantzler Real Estate	1723 Bartow Rd. Lakeland, FL 33801	Real Estate Commission	6.0 % of Sales Price

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) 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>
---	-------------	--------------------------------	----------------------------------

Non-Applicable

SELLER

George J. Mahr



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: Diane McKenzie
FROM: FRANCE ALFORD, Senior Appraiser, Bureau of Appraisal
APPROVED BY: Jay Scott, Chief, Bureau of Appraisal
SUBJECT: Appraisal Approval Memorandum
DATE: July 15, 2022

Project: St. Joe Timberland - George J. Mahr
B/A File No.: 22-8413
County: Franklin

Fee Appraisers: (1) Steve Griffith Date of Value: 06/02/2022
(2) William Carlton Date of Value: 06/02/2022

Review Appraiser: Date of Review: 07/15/2022

Owner	Land Size (Acres)	Appraised Values		Maximum Value	Divergence
George J. Mahr		(1)	1,335,000	\$1,335,000	2.91%
		(2)	1,297,200		

COMMENTS ON DIVERGENCE:

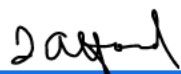
The divergence in value falls within the acceptable range as indicated in 18-1.006, Florida Administrative Code.

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 (Jul 18, 2022 11:09 EDT)
Staff Appraiser



Jay Scott (Jul 18, 2022 11:06 EDT)
Chief Appraiser

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



P.O. Box 2501
Tallahassee, FL 32316

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

DATE: July 15, 2022

TO: Frances Alford, Senior Appraiser
Bureau of Appraisal

FROM: Rhonda A. Carroll, MAI, AI-GRS
Fee Review Appraiser
Carroll Appraisal Company, Inc.

SUBJECT: St. Joe Timberland - George J. Mahr
B/A File #22-8413
Franklin County, Florida

As requested, I have made a field review and technical review of the appraisal reports for the parcel referenced above. There were two appraisals prepared of the property. The first was prepared by Steve Griffith, MAI, SRA and has a date of value of June 2, 2022. The date of Mr. Griffith's report is July 14, 2022. The second report was prepared by William Carlton, III, MAI, SRA and also has a date of value of June 2, 2022. Mr. Carlton's appraisal is dated July 8, 2022.

GENERAL INFORMATION AND SCOPE OF REVIEW

The fee simple interest was appraised, subject to existing easements of record. The purpose of the appraisals was to provide an opinion of the current market value of the property. The scope of this review included inspecting the subject parcel and all comparable sales which were relied upon in forming the opinions of the value of the property. The appraisal reports were reviewed to determine their completeness, accuracy, adequacy, relevance and reasonableness. Where necessary, revisions were requested for clarification/correction in the appraisals, and this review report reflects my opinions after corrections have been received. In conducting my review analysis, I reviewed sales records to ascertain if there were any additional sales which the appraisers should have considered in their reports. I possess geographic competence as I have been appraising real estate in this area for over 35 years. By way of signing this review memorandum, I am concurring with the analysis and conclusions in the appraisals. The appraisals were reviewed to determine their compliance with the Supplemental Appraisal Standards for Board of Trustees, revised March 2016, and the Uniform Standards of Professional Appraisal Practice (December 31, 2022). After revisions, the appraisals comply with minimum appraisal standards as stated in both publications. By way of signing this review memorandum, the appraisals are complete and I have formed the opinion that the appraisals are well supported.

MEMORANDUM

Frances Alford

July 15, 2022

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The subject consists of a 376-acre parcel located on the north side of State Road 65, and the west bank of Whiskey George Creek, just north of Eastpoint in Franklin County, Florida. The parcel is unimproved (no buildings) and has approximately 200 acres of planted slash pines and approximately 169 acres of wet hardwood timber. The remaining 7 acres+/- are roads and building site pads/clearings.

The following table summarizes the value conclusions reached by the appraisers:

Appraiser	Value	Divergence
Griffith	\$1,335,000	
Carlton	\$1,297,200	2.91%

INTENDED USE AND USER OF THE REVIEW

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

CLIENT OF THE REVIEW

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

PURPOSE OF THE REVIEW

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

OWNER OF RECORD/PRIOR SALES PAST FIVE YEARS

The current owner of records is:

George J. Mahr

P.O. Box 130

Apalachicola, Florida 32329

The property has been under the same ownership for over five years. The subject parcels had no recorded sales within the last five years however, there were two Quit Claim Deeds conveying title from George J. Mahr to Mahr Development Corporation of Florida on July 30, 2018, recorded in O.R. Book 1224, Page 500 and from Mahr Development Corporation of Florida to George J. Mahr on November 19, 2021, recorded in O.R. Book 1319, Page 528, both

MEMORANDUM

Frances Alford

July 15, 2022

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of the Public Records of Franklin County, Florida. The consideration shown was \$100.00 for each deed. The subject is currently listed for sale with an asking price of \$1,649,000 or \$4,457 per acre but is not known to be under contract.

For our use, market value may be defined as:

"The most probable price which a property will sell in a competitive and open market, under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:"¹

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

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

NEIGHBORHOOD DESCRIPTION

The neighborhood is considered to be southern Franklin County. The subject is located in southern Franklin County, approximately 10 miles north of Eastpoint and approximately 17 miles northeast of Apalachicola, the County Seat of Franklin County.

Land uses in the neighborhood are primarily recreational and agricultural in nature. Much of southern Franklin County consists of timber/agricultural land. The Gramercy Plantation Subdivision is a small subdivision of upper price homes located near the intersection of U.S. Highway 98 and State Road 65. Also, there are some modest to medium priced residences in an unrecorded area located along the west side of State Road 65 between US Highway 98 and the subject property.

¹*Supplemental Appraisal Standards for Board of Trustees=*

MEMORANDUM

Frances Alford

July 15, 2022

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Lands to the west, north and east of Whiskey George Creek make up Tate's Hell State Forest, which consists of over 212,000 acres. Many species of wildlife make their home in the forest, including the bald eagle, Florida black bear, gopher tortoise and red-cockaded woodpecker. Rare plant species also predominate in the area.

The appraisers have provided good descriptions of the neighborhood in their appraisals, with detailed analysis of property types in the area. Mr. Griffith stated that he anticipates little growth for the rest of the neighborhood and goes on to say that it is unlikely that the primary land use of the subject tract will change in the future. I agree with this conclusion based on my observations of the area over the last 35 years.

SITE DESCRIPTION

The site contains 376 acres, which consists of 200 acres of slash pines and 169 acres of swamp/wetlands. The remaining 7 acres consists of interior roads and 9 cleared building sites which the owner has improved over the years. The property is improved with a culvert system and a packed lime rock road that meanders from the gate on State Road 65, north towards the northern property line. The road is approximately 20 foot wide and is grassed over.

The entire property is 100% within the 100-year Floodplain. According to maps provided by DEP, approximately 267 acres (71%) of the subject appears to be classified as wetlands, while the remaining 109 acres is uplands. The entire eastern boundary meanders along Whiskey George Creek for approximately 8,000 feet. The Creek frontage along the subject is navigable in a small boat. Frontage along the northern right-of-way of State Road 65 is approximately 815 feet. Elevations on the property range from just above sea level at 0.0023 feet to 8 feet above mean sea level.

Although planted pines will not grow in most wetland, the subject property has been altered and has wetland areas that support pine tree production because of ditching and drainage in years past.

Public utilities include electricity to the property. There is no public water or sewer to the property. Water supply is by well and sewage disposal is by septic tank. There are no on-site utilities on the property.

The appraisers have provided good descriptions of the site in their appraisals.

FUTURE LAND USE/ZONING

The future land use designation on the property is Agricultural and the zoning designation is Agricultural-2. Allowable uses include forestry operations, bee keeping, single family residential use to a maximum density of one unit per 40 acres and a few others. For building purposes, maximum height is 35 feet and maximum impervious lot coverage is 10%.

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Frances Alford
July 15, 2022
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EASEMENTS, RESERVATIONS AND RESTRICTIONS

According to Title Commitment #1251284 issued by Old Republic Title Insurance Company date March 28, 2022, there are no easements or reservations found on the property.

ASSESSMENT INFORMATION

The subject property is assessed as three different parcels. The parcel numbers are:

<u>Tax ID#</u>	<u>Acres Assessed</u>
30-07S-06W-0000-0020-0000	225
19-07S-06W-0000-0020-0000	125
<u>25-07S-07W-0000-0020-0000</u>	<u>38</u>
	* 388 Acres

<u>Market Value Assessment</u>	<u>Taxable Value</u>	<u>2021 Real Estate Taxes</u>
\$882,500	\$24,081	\$284.15

*This is the total acreage estimated by the Franklin County Property Appraiser and differs from the acreage provided by the Department of Environmental Protection.

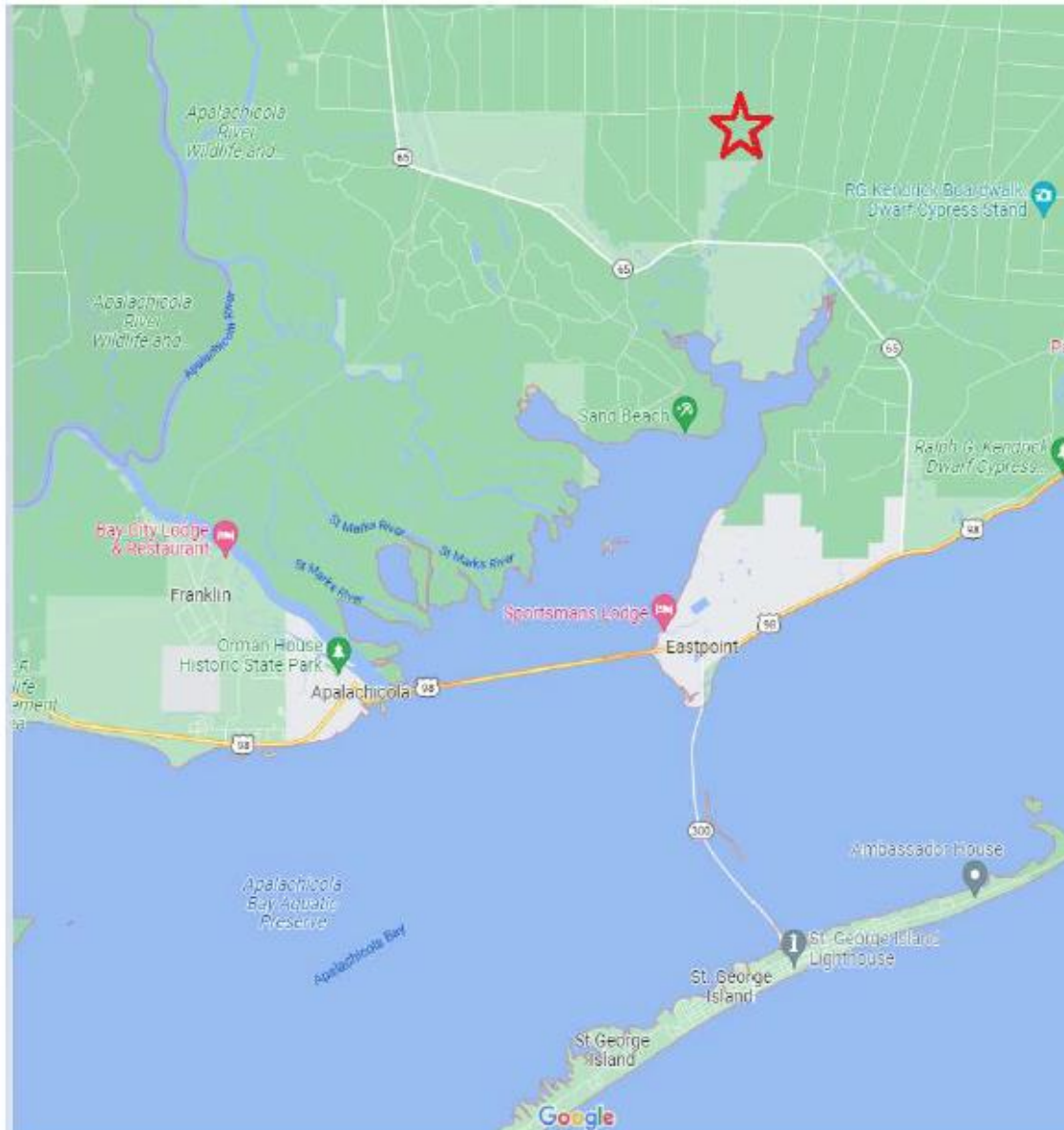
On the following pages are several maps depicting the subject tract. The maps were taken from both the Griffith and Carlton appraisals. Following the maps are several photographs of the tract. These were taken from the Carlton appraisal.

MEMORANDUM

Frances Alford

July 15, 2022

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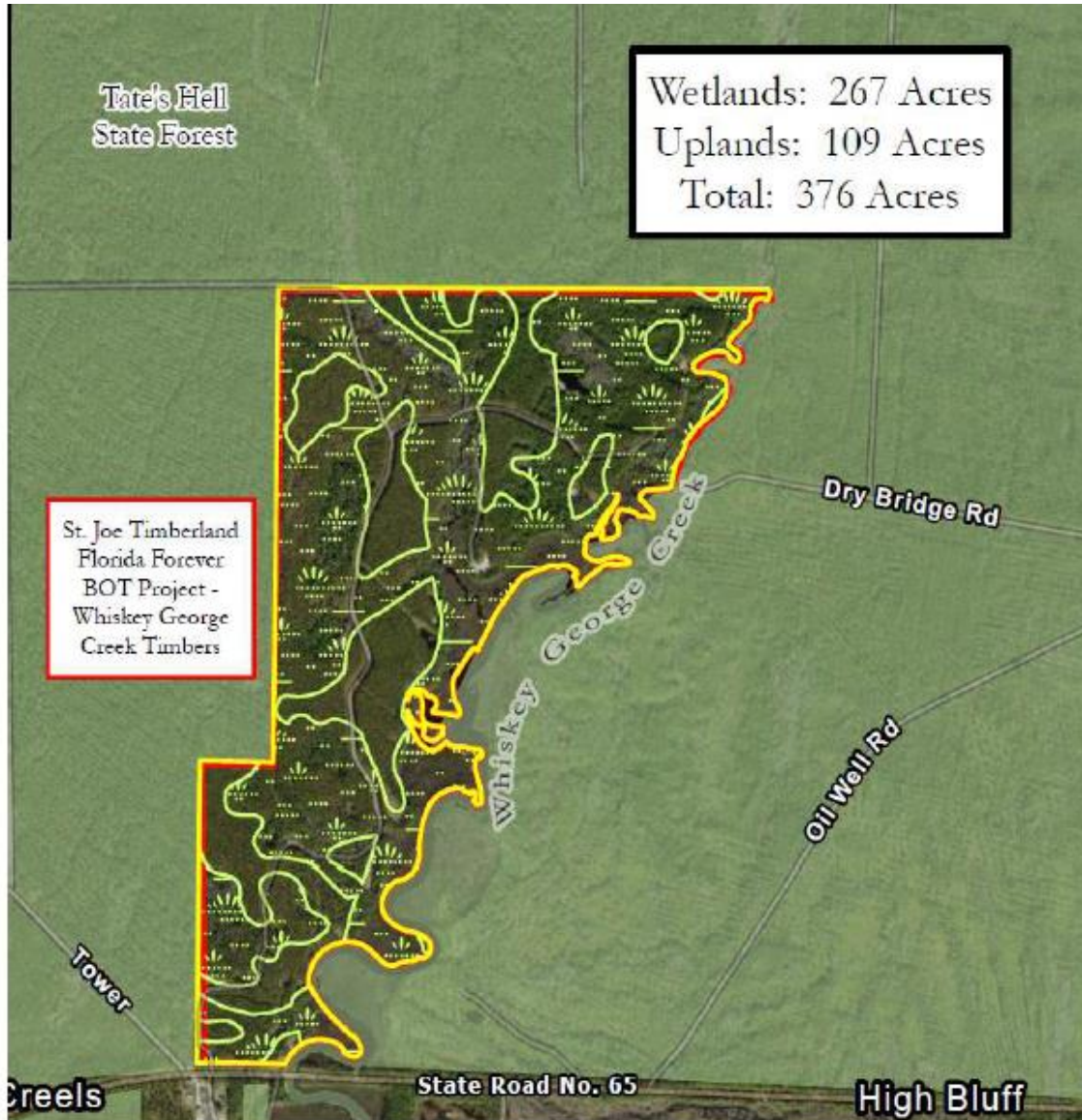
**GENERAL LOCATION MAP
IN THE VICINITY OF SUBJECT PROPERTY THERE ARE A LARGE NUMBER OF LINES
THOSE LINES ARE ROADS AND DITCHES PUT IN PLACE FOR DRAINAGE YEARS
AGO**

MEMORANDUM

Frances Alford

July 15, 2022

Page Seven (7)



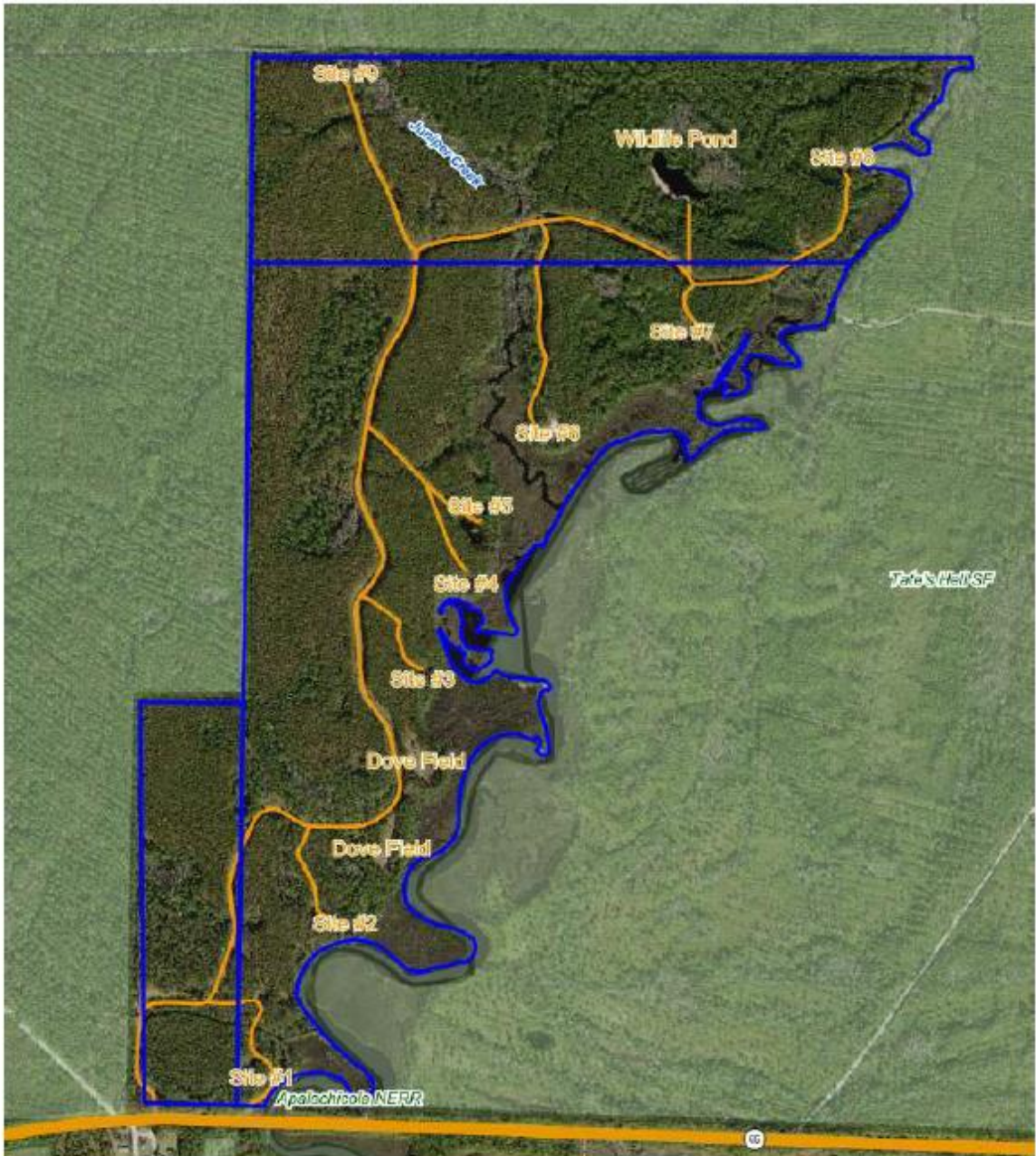
BLOWUP OF WETLANDS MAP

MEMORANDUM

Frances Alford

July 15, 2022

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MAP SHOWING POSSIBLE DIVISIONS (9) OF PROPERTY
MAP PROVIDED BY SVN SAUNDERS, RALSTON DANTZLER

MEMORANDUM

Frances Alford

July 15, 2022

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VIEW OF STATE ROAD 65



VIEW TAKEN AT ENTRANCE TO PROPERTY FROM STATE ROAD 65

MEMORANDUM

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July 15, 2022

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ANOTHER VIEW OF WHISKEY GEORGE CREEK LOOKING NORTH
SUBJECT PROPERTY ON LEFT



WHISKEY GEORGE CREEK LOOKING SOUTH
SUBJECT PROPERTY ON RIGHT

MEMORANDUM

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VIEW OF MERCHANTABLE PLANTED SLASH PINE PLANTATION



VIEW OF A "BUILDING PAD" WITH PLANTED SLASH PINE IN BACKGROUND

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VIEW OF GRASSED INTERIOR ROAD SUITABLE FOR SITE DEVELOPMENT



ANOTHER VIEW OF ROAD AND PLANTED PINE PLANTATION

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Frances Alford
July 15, 2022
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VIEW OF WETLAND AREA WITH A SMALL CREEK FLOWING THROUGH



VIEW OF ANOTHER WETLAND AREA

MEMORANDUM
Frances Alford
July 15, 2022
Page Fourteen (14)



VIEW OF ANOTHER "BUILDING PAD"
WETLANDS ON LEFT, PINE PLANTATION ON RIGHT



VIEW OF ONE OF FOUR TEST WELLS ON SITE
CORDING TO BROKER, THE WATER WAS FOUND TO BE POTABLE

MEMORANDUM

Frances Alford

July 15, 2022

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VIEW OF WHISKEY GEORGE CREEK LOOKING UNDER STATE ROAD 65 BRIDGE
A SMALL BOAT CAN GO OUT INTO WEST BAYOU AND EAST BAY



VIEW OF ANOTHER SMALL CREEK THAT RUNS INTO WHISKEY GEORGE CREEK

MEMORANDUM

Frances Alford

July 15, 2022

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HIGHEST AND BEST USE-BEFORE

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

Mr. Griffith stated that sufficient demand does not exist to develop the subject with a more intensive use other than a rural residential use. Therefore, the maximally productive use, or the highest and best use is considered to be rural residential/recreation or timber production.

Mr. Carlton formed a similar conclusion. Taking into consideration the region, the neighborhood, population trends, traffic patterns, surrounding land uses, and the unique site conditions of the property, he felt the highest and best use at this time is land-based recreation (hunting), water-based recreation (fishing and boating) ancillary timber production, and possible low density residential development in the future (up to nine divisions of the property in 40-acre plus tracts).

The appraisers recognized the current limited development potential of the tract. They concluded that the tract is suitable for continued use as a timber tract and recreational tract at the present time. Based on my familiarity with the area and current trends, as well as the somewhat limiting characteristics of the property, I concur with this conclusion.

VALUATION

Mr. Griffith analyzed four sales which occurred between January 2018 and May 2020. The sales ranged in price from \$350,000 to \$2,030,000 and ranged in size from 100 acres to 429.85 acres. Unit prices were from \$2,753 to \$4,723 per acre. Mr. Griffith considered adjustments for conditions of sale, expenditures after sale, financing, market conditions, location, size, highest and best use, wetlands, water frontage, road frontage, improvements, and timber. He applied qualitative adjustments to the sales and concluded that one sale was inferior (\$2,753 per acre), one was slightly inferior (\$3,500 per acre) and two sales were superior (\$3,672 and \$4,723 per acre). Mr. Griffith concluded a value of \$3,550 per acre, or \$1,335,000 rounded.

Mr. Carlton analyzed four sales which occurred between January 2021 and October 2021. The sales ranged in price from \$400,000 to \$1,742,400 and ranged in size from 91.11 acres to 348.50 acres. Unit prices were from \$1,212 to \$5,488 per acre. The appraisers did not use any of the same sales. Mr. Carlton considered adjustments for property rights, financing, sales conditions, access, location, size, utilities, future land use, floodplain, wetlands, water frontage, topography, soils, timber, improvements, developability and highest and best use. Mr. Carlton concluded that two of the sales were inferior (\$1,212 and \$3,009 per acre) and two were superior (\$5,000 and \$5,488 per acre). Mr. Carlton stated that even though sale 3 was inferior, it was the most similar to the subject. He concluded a value of \$3,450 per acre, or \$1,297,000.

MEMORANDUM
Frances Alford
July 15, 2022
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The following table summarizes the value conclusions reached by the appraisers:

Appraiser	Value	Divergence
Griffith	\$1,335,000	
Marr	\$1,297,200	2.91%

FINAL COMMENTS

The appraisers' opinions differ by 2.91% in their value estimates of the tract. They didn't use any of the same sales. Their highest and best use conclusions are similar, and both have determined that the site has minimal development potential at this time.

Both reports conform to the Supplemental Appraisal Standards for the Board of Trustees and the Uniform Standards of Professional Appraisal Practice. The appraisal reports are acceptable as reviewed.

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July 15, 2022

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

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

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

Therefore, it is my opinion that the appraisals adequately meet the requirements of the Supplemental Appraisal Standards for Board of Trustees, revised March 2016, the Uniform Standards of Professional Appraisal Practice (December 2022).

THE REVIEWER APPROVES THE APPRAISAL REPORTS

MEMORANDUM

France Alford
July 15, 2022
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CERTIFICATION

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

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



July 15, 2022

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

Date



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

July 25, 2022

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

Dear Ms. DeHaven:

If acquired, the Florida Forest Service will manage the Whiskey George Tract of the St. Joe Timberland Project in Franklin County, depicted on the attached map.

Acquisition of the Whiskey George Tract would eliminate an inholding and provide protection for water resources and native ecosystems. The Tract is also surrounded by several active Red Cockaded Woodpecker clusters. Whiskey George Creek is one of the longest streams in the Tate's Hell State Forest with a total length of nearly 22 miles. Whiskey George Creek flows south, merges with Juniper Creek, Doyle Creek, and another small tributary and then discharges into the West Bayou of East Bay. Because East Bay serves as the primary nursery area for the Apalachicola Bay system, Whiskey George Creek and its tributary basins are a high priority for restoration and protection.

Acquisition of the Tract would increase the state forest's ecological value and provide additional public access and recreational activities. The tract would also benefit from multiple-use management activities consistent with Tate's Hell State Forest, Lease Number 4041.

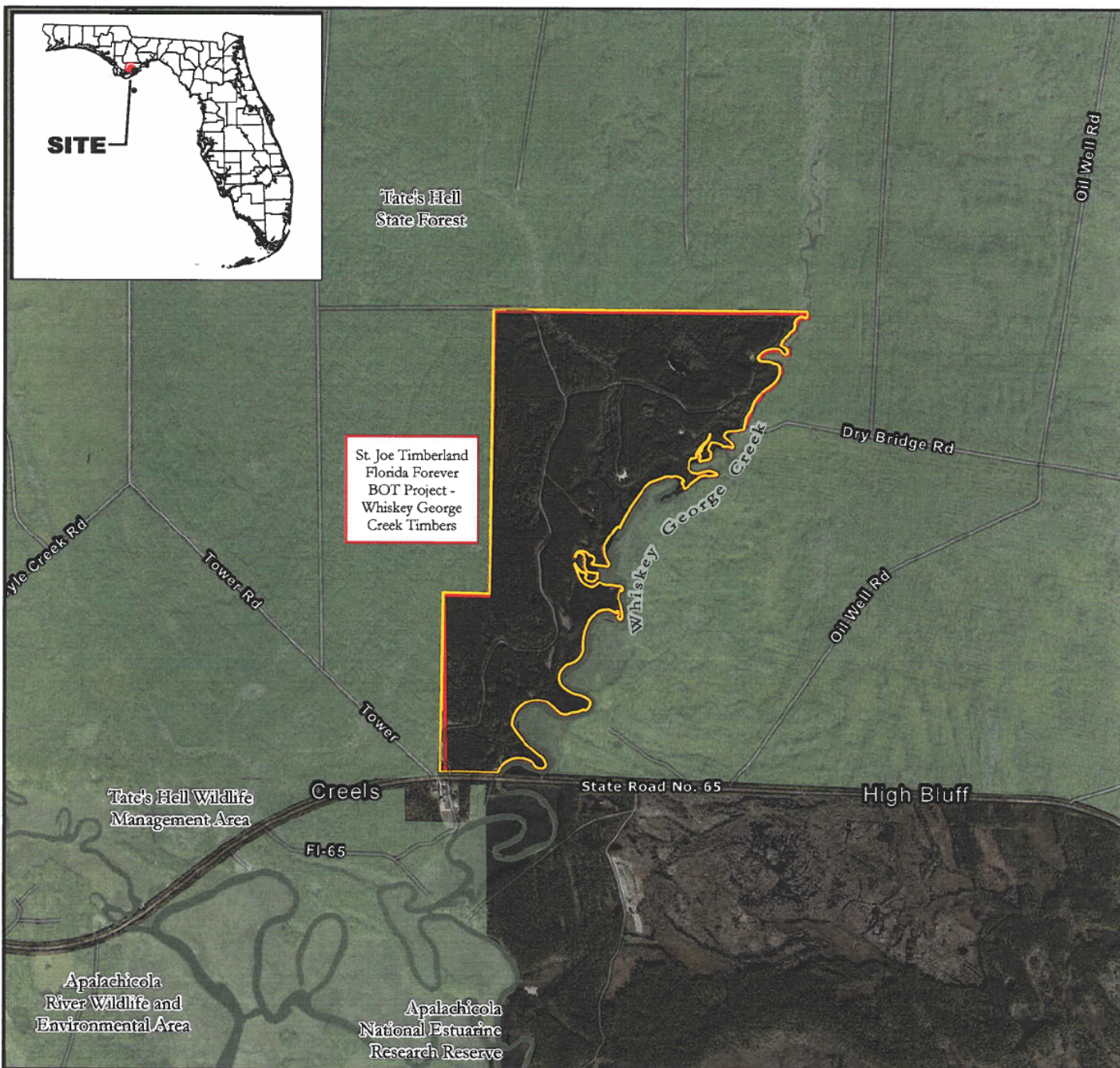
If you have any questions, please feel free to contact Alan Davis, Land Planning Coordinator, at (850) 681-5816 or Alan.Davis@FDACS.gov. Thank you for your assistance in this matter.

Sincerely,




Erin Albury, Director
Florida Forest Service

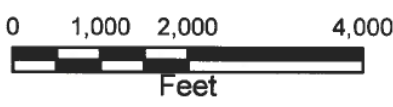
cc: John Sabo, Assistant Director, FFS
Jimmy Roberts, Chief, Forest Management, FFS
Chris Colburn, Center Manager, FFS
Keith Rowell, PSM, Land Programs Administrator

EA/ad



St. Joe Timberland
 Florida Forever
 BOT Project -
 Whiskey George
 Creek Timbers

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



St. Joe Timberlands
 Owner: George J. Mahr
 Franklin County, Florida

File Location: \\FLDEP1\F\SURVEY\St Joe Timberlands\Mahr\GIS\Appraisal_St_Joe_Timberlands_Mahr.spx
 Date Saved: 7/14/2022 3:55 PM
 Map Created By: K. Wylko

NORTHWEST FLORIDA SENTINEL LANDSCAPE



August 12, 2022

Diane McKinzie, Division of State Lands
Florida Department of Environmental Protection
3900 Commonwealth Blvd., M.S. 144
Tallahassee, Florida 32399-3000
Via: diane.mckenzie@floridadep.gov

RE: Northwest Florida Sentinel Landscape's Letter of Support Acquisition of the Whiskey George Creek Timbers Tract, Proposed Addition to the St. Joe Timberland Florida Forever Project

Dear Ms. McKenzie,

On behalf of the partners of the Northwest Florida Sentinel Landscape (NWFSL), we are pleased to support the acquisition of the Whiskey George Creek Timbers tract as part of the St. Joe Timberland Florida Forever Project.

Northwest Florida was designated as a Sentinel Landscape by the U.S. departments of Defense, Agriculture and Interior in February 2022. The NWFSL supports the collaborative efforts of our four dozen federal, state and regional agencies, coalitions, and NGO partners to employ public and private resources for military mission assurance, restoring and increasing resiliency and sustainability of habitat and water resources, retaining working agriculture and forest lands as compatible, resilient, and sustainable land uses; mitigating coastal risks, and increasing the climate resilience of military installations and the landscapes that overlap mission footprints. Our partners include the Florida Forest Service, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, U.S. Fish and Wildlife Service and the U.S. Air Force and Navy.

Acquisition of this tract would eliminate a 370-acre inholding within Tate's Hell State Forest. The Florida Forest Service will effectively manage this tract and restore its forest and wetlands that protect Whiskey Creek which flows into East Bay and Apalachicola Bay. This tract is within the Florida Wildlife Corridor and contributes to conserving the habitat of the Florida black bear and other wildlife. Acquiring this tract will make it less expensive for the Florida Forest Service to conduct land stewardship activities such as prescribed burning as it shares approximately four miles of property lines with the Tate's Hell State Forest.

The restoration of this tract's pine forests and wetlands will make this tract more resilient to climate change, will capture carbon from the atmosphere and will contribute to the one of largest contiguous longleaf pine landscapes in Northwest Florida. This tract provides additional public access to the Tate's Hell State Forest, enhances outdoor recreational opportunities and helps maintain the local timber economy. Finally, acquiring this tract prevents its conversion to land uses that may be incompatible with low altitude military airspace used by the US Air Force and Navy accessing the Eastern Gulf Testing and Training Range.

This acquisition project demonstrates the State of Florida's continuing commitment to successfully achieving the goals of the Northwest Florida Sentinel Landscape Partnership. The Whiskey George Creek Timbers tract is within the Northwest Florida Sentinel Landscape and contributes to achieving three of our partnership's goals:

1. Retain working agriculture and forestry lands as compatible resilient and sustainable land uses that support the evolving military missions of NWFSL installations and that enhance wildlife habitat.
2. Increase the resiliency and sustainability of natural systems by conserving and restoring habitat and water resources with an emphasis on listed species recovery, prescribed fire, water quality, and water quantity to better adapt to our changing climate.
3. Identify, implement and accelerate projects that mitigate coastal risks and increase the climate resiliency of military installations and the landscapes that overlap mission footprints to protect military missions, community infrastructure and habitats.

Acquisition of the Whiskey George Creek Timbers tract conserves biodiversity, protects military missions, provides recreation opportunities, maintains clean water and furthers land management efficiency. Thank you for the opportunity to support this important conservation proposal.

Sincerely,



Kent L. Wimmer, AICP

Coordinator of the Northwest Florida Sentinel Landscape and
Senior Northwest Florida Representative and Coordinator of the Northwest Florida Sentinel Landscape
kwimmer@defenders.org

THE
CONSERVATION FUND

Rebecca Perry
Keystone Heights, FL 32656
Phone: 321-558-4376
Email: rperry@conservationfund.org
www.conservationfund.org

August 11, 2022

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

RE: Letter of Support for the Acquisition of 370-acres within the St. Joe Timberlands Florida Forever Project Forever Project

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

On behalf of the Fund, we are pleased to support the acquisition of 370-acres on Whiskey George Creek located within the St. Joe Timberlands Florida Forever Project (the "Property"). At The Conservation Fund ("The Fund"), we have protected nearly 8 million acres of natural, cultural, historic, and working land across America. We work at many scales – from vast landscapes to one-acre urban parks. Our protection offers restoration of nature, refuge for wildlife, and recreation and economic opportunities for people.

Commercial and recreational fishing and tourism within Apalachicola Bay and East Bay contribute millions of dollars annually to the economy of Franklin County and are critical to its economic well-being. The vitality of the bays and its fisheries are dependent on healthy water quality. The Property contains 10,000 linear feet of frontage on Whiskey George Creek, which flows directly into East Bay - a vital nursery area for Apalachicola Bay. The Property has been prepared for development, with nine homesites already cleared for construction. Protection of the Property will eliminate construction of the proposed homes and septic tanks on the parcel - land uses that could greatly impact water quality in Whiskey George Creek, and subsequently East Bay. By protecting the Property, the water quality of the creek and bay will be safeguarded from these detrimental land use changes on the Property. In addition, acquisition of the Property will remove an inholding of Tate's Hell State Forest, which will improve the efficiency of the State's management of the Forest.

At the Fund, we believe that we can have a healthy environment and a vibrant economy, and this project is an excellent example of a project that aligns with that vision. Thank you for considering this project and for the opportunity to comment.

Sincerely,



Rebecca Perry
Florida Field Representative