



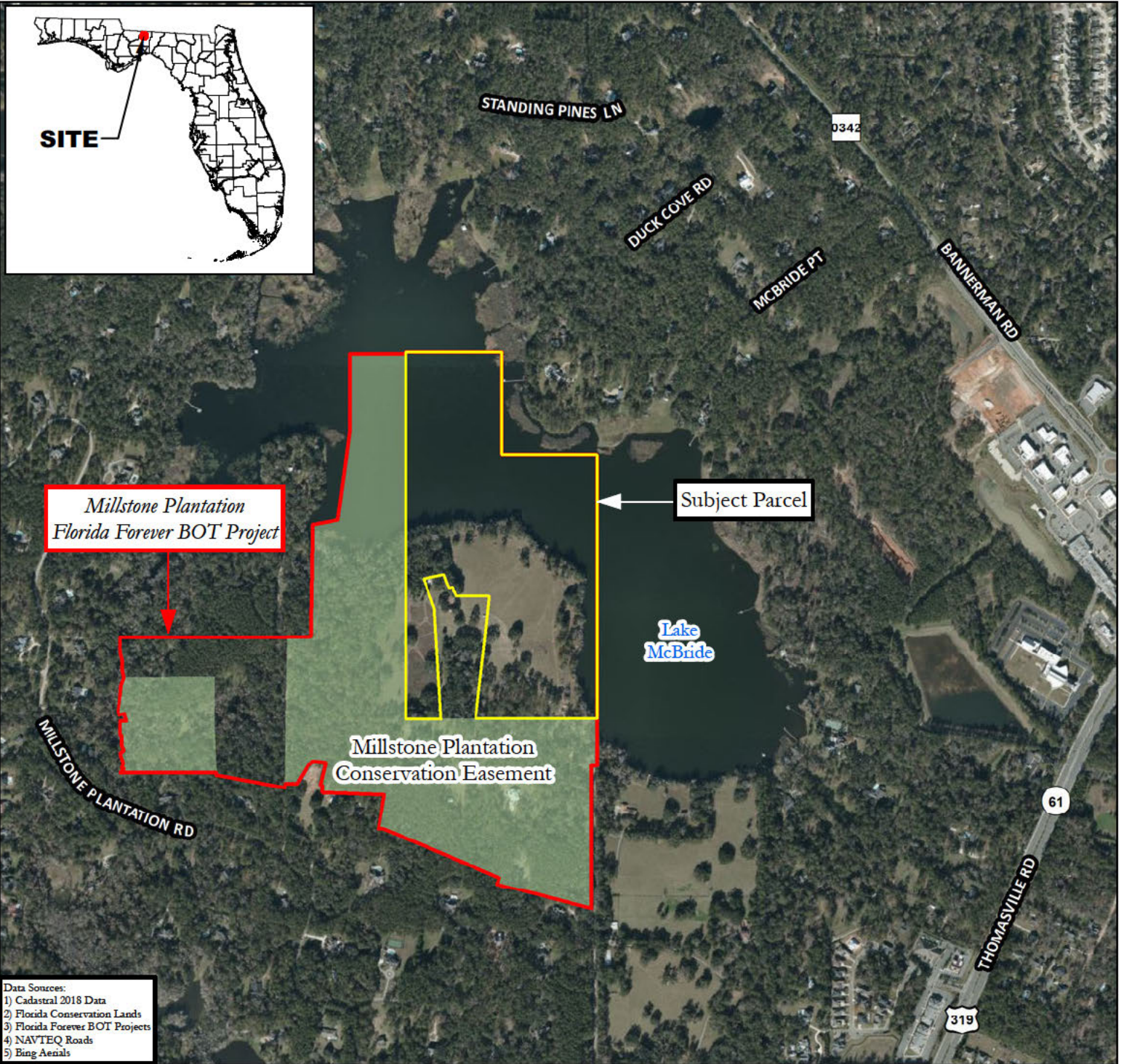


-  Subject Parcel
-  Florida Forever Project Boundaries
-  State Managed Conservation Lands
-  Private Managed Conservation Lands

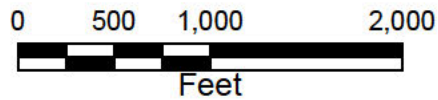


**Millstone Plantation**  
 Owner: Millstone Institute for Preservation, Inc.  
 Leon County, Florida



Data Sources:  
 1) Cadastral 2018 Data  
 2) Florida Conservation Lands  
 3) Florida Forever BOT Projects  
 4) NAVTEQ Roads  
 5) Bing Aerials

Subject Parcel  
 Florida Forever Project Boundaries  
 State Managed Conservation Lands



**Millstone Plantation**  
 Owner: Millstone Institute for Preservation, Inc.  
 Leon County, Florida

### OPTION AGREEMENT FOR SALE AND PURCHASE

**WHEREAS**, MILLSTONE INSTITUTE OF PRESERVATION a/k/a MILLSTONE INSTITUTE FOR PRESERVATION, INC., a Florida not for profit corporation, is the owner in fee simple absolute of certain lands in Leon County, Florida more particularly described below; and

**WHEREAS**, the owner intends that the conservation values of the referenced property be preserved and maintained by the continuation of land use patterns existing at the time of this grant that do not significantly impair or interfere with the property's conservation values; and

**WHEREAS**, the owners further intends, as owners of the property described in this Option Agreement, to convey to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida the right to preserve and protect the conservation values of the referenced property in perpetuity; and

**WHEREAS**, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is authorized to acquire conservation easements for the purpose of protecting natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological or cultural significance; and

**WHEREAS**, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida desires to honor the intentions of the owners to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation, the generations to come and the people of the State of Florida, pursuant to section 704.06, Florida Statutes;

#### NOW, THEREFORE:

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **MILLSTONE INSTITUTE OF PRESERVATION a/k/a MILLSTONE INSTITUTE FOR PRESERVATION, INC., a Florida not for profit corporation**, whose address is 6500 Old Millstone Plantation Road, Tallahassee, Florida 32312, 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 a perpetual conservation easement (the "Easement") in the real property located in Leon County, Florida, described in Exhibit "A", (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 Easement is **ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00)** ("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. 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 Easement as determined in accordance with Section 253.025, Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 5.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Easement, the Initial Purchase Price will be reduced to the DSL Approved Value of the Easement (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 3.B., 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.A. 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 4.B.).

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

estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 5% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. 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 easement described in paragraph 8 of this Agreement, 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. 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 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.

Any limitation herein on Seller's contractual obligation to indemnify Buyer as specified in this paragraph 4.B. 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.

5. 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.

6. 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.

7. 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 17 of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Buyer a perpetual, enforceable conservation easement in substantially the same form as attached hereto as Exhibit "B", 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 Easement, and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

8.1 SUBORDINATION. If at the time of conveyance of the Easement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Buyer and Seller elects to subordinate the such encumbrances rather than satisfy them at closing, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Easement, to subordinate its rights in the Property to the Easement to the extent necessary to permit the Buyer to enforce the purpose of the Easement in perpetuity and to prevent any modification or extinguishment of the Easement by the exercise of any superior rights of the holder. The priority of any existing mortgage with respect to any valid claim on the part of the mortgage holder to the proceeds of any sale, condemnation proceedings, or insurance or to the leases, rents, and profits of the Property shall not be affected by the Easement, and any lien that may be created by Buyer's exercise of any of its rights under this Option

Agreement or by Buyer's rights under the provisions of the Easement shall be junior to any such existing mortgage. Upon request, Buyer agrees to subordinate its rights under this Option Agreement and the Easement to the rights of any future mortgage holders or beneficiaries of deeds of trust to the proceeds, leases, rents, and profits described above and likewise to subordinate its rights under any lien and to execute any documents required with respect to such subordination, except that the priority of any lien created by Buyer's exercise of any of its rights under this Option Agreement or Buyer's rights under the provisions of the Easement prior to the creation of a mortgage or deed of trust shall not be affected thereby, nor shall this Option Agreement or the Easement be subordinated in any other respect.

9. 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 easement described in paragraph 8 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.

9.1 BASELINE DOCUMENTATION. Buyer shall prepare baseline documentation adequately documenting the condition of the Property at the date of closing. The cost of the baseline documentation shall be borne by buyer. If the form of conservation easement provides for use of a management plan, the management plan shall be prepared as a part of the baseline documentation and the cost therefor absorbed in the same manner the cost of the baseline documentation is absorbed.

10. 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.

11. 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 Easement described in paragraph 8. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Easement.

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are a lien against the Property. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of Seller.

13. 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.

14. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property and warrants that the conservation easement 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 conservation easement or the Property that are not readily observable by Buyer or which have not been disclosed to Buyer. 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 the exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b)

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

15. 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.

16. 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.

17. 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.

18. 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 9. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.

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

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto and approved by or on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

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 and the delivery and recording of the easement described in paragraph 8. of this Agreement.

IF THIS INSTRUMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **APRIL 30, 2020** BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. BUYER'S EXECUTION OF THIS INSTRUMENT 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 REVENUE 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.

**[SIGNATURE PAGE TO FOLLOW]**



**SELLER**

MILLSTONE INSTITUTE OF PRESERVATION, INC., a Florida not for Profit corporation, a/k/a, MILLSTONE INSTITUTE FOR PRESERVATION, INC., a Florida not for profit corporation

[Signature]  
Witness as to Seller  
[Signature]  
Witness as to Seller

[Signature]  
Majken Peterzen, Executive Director  
30 April 2020  
Date signed by Seller  
Phone No. [Redacted]

8 a.m. – 5 p.m.

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 30 day of April, 2020 by Majken Peterzen, Executive Director. 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)



Virginia Ann Simpler  
Notary Public  
VIRGINIA ANN SIMPLER  
(Printed, Typed or Stamped Name of Notary Public)  
Commission No.: EG 060012  
My Commission Expires: March 2021

**BUYER**

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

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

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

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

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

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

Approved as to Form and Legality

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Callie DeHaven, Director, Division of State Lands, the State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

A parcel of land lying in the West ½ of the Northeast ¼ of Section 21, Township 2 North, Range 1 East, Leon County, Florida described as follows:

COMMENCE at the Southwest corner of the Northeast ¼ of Section 21, Township 2 North, Range 1 East, for the POINT OF BEGINNING. From said POINT OF BEGINNING, run thence North along the West boundary of the Northeast Quarter of said Section 21, a distance of 2,640 feet, more or less, to a point in Lake McBride on the Northern boundary of Section 21, thence East along the Northern boundary of Section 21, 690 feet to a point in Lake McBride on the North boundary of Section 21, thence run South parallel with said East boundary of the Northwest ¼ of the Northeast ¼ of Section 21, a distance of 740.50 feet to a point in Lake McBride, thence run East parallel with the North boundary of Section 21, a distance of 660 feet to a point in Lake McBride, thence run South along the East boundary of the West half of the Northeast ¼ of Section 21, a distance of 1899.50 feet, to the Southeast Corner of the Western Half of the Southeast Quarter of Section 21, thence run West 1,350.00 feet along the Southern boundary of the Northeast Quarter of Section 21 to the POINT OF BEGINNING at the Southwest corner of the Northeast ¼ of Section 21, Township 2 North, Range 1 East, Leon County, Florida.

**LESS AND EXCEPT**

Commence at a found concrete monument marking the Southwest corner of the Northeast ¼ of Section 21, Township 2 North, Range 1 East, Leon County, Florida; thence run North 89 degrees 49 minutes 50 seconds East along the Southerly line of said Northeast ¼, a distance of 309.26 feet to the POINT OF BEGINNING; thence, leaving said Southerly line, run North 03 degrees 33 minutes 12 seconds West, a distance of 884.13 feet; thence run North 89 degrees 49 minutes 50 seconds East, a distance of 341.39 feet; thence run South 06 degrees 16 minutes 32 seconds West, a distance of 888.20 feet to a point on the aforesaid Southerly line; thence run South 89 degrees 49 minutes 50 seconds West, along said Southerly line a distance of 189.51 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT additional lands adjacent to the above to be determined and described accurately by field survey.

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

Millstone Plantation  
Millstone Institute for Preservation, Inc.  
Leon County

BSM  
BY SK  
Date: 10.04.2019

**ADDENDUM**  
**(CORPORATE/FLORIDA)**

A. At the same time that Seller submits the closing documents required by paragraph 9. of this Agreement, Seller shall also submit the following to DSL:

1. Corporate resolution that authorizes the sale of the Property to Buyer in accordance with the provisions of this Agreement and a certificate of incumbency, and
2. Certificate of good standing from the Secretary of State of the State of Florida.

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 Seller of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite corporate authority of Seller.
2. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida 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 Seller of the various terms and conditions hereto will violate the Articles of Incorporation or By-Laws of Seller, nor will they constitute a breach or default under any agreement, indenture or other instrument to which Seller is a party or by which Seller is bound.


**GRANTOR**

MILLSTONE INSTITUTE OF PRESERVATION, INC.  
a Florida not for profit corporation, a/k/a,  
MILLSTONE INSTITUTE FOR PRESERVATION, INC.  
a Florida not for profit corporation

BY:   
NAME: Majken Peterzen  
AS ITS: Executive Director

(CORPORATE SEAL)

  
Date signed by Seller

Phone No 

8A.M. – 5P.M.

**GRANTEE**

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: Callie DeHaven  
AS ITS: Director

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

**ADDENDUM**  
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT  
(OTHER)

Before me, the undersigned authority, personally appeared Majken Peterzen, ("affiant"), this \_\_\_\_\_ day of \_\_\_\_\_, 2020, who, first being duly sworn, deposes and says:

1) That affiant is the Executive Director of **Millstone Institute of Preservation a/k/a Millstone Institute for Preservation, Inc., a Florid not for profit corporation**, as "Seller", whose address is 6500 Old Millstone Plantation Road, Tallahassee, Florida 32312, 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>
N/A		

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

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
N/A			

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")**

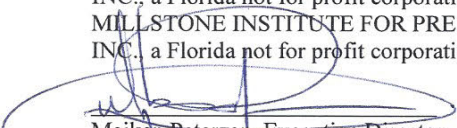
<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
None			

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**

MILLSTONE INSTITUTE OF PRESERVATION, INC., a Florida not for profit corporation, a/k/a, MILLSTONE INSTITUTE FOR PRESERVATION, INC., a Florida not for profit corporation

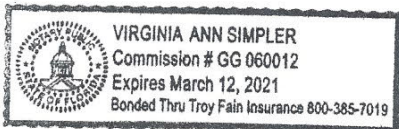
  
Majken Peterzen, Executive Director

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 30 day of APRIL, 2020 by Majken Peterzen, Executive Director. 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)



Virginia Ann Simpler  
Notary Public  
Virginia Ann Simpler  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: GG 060012

My Commission Expires: March 12, 2021

This instrument prepared by and returned to:  
Gary Ballard – Assistant Deputy General Counsel  
Division of State Lands  
3900 Commonwealth Blvd.  
Mail Station 115  
Tallahassee, FL 32399-3000

## DEED OF CONSERVATION EASEMENT

**THIS GRANT OF CONSERVATION EASEMENT** is made this \_\_\_day of \_\_\_\_\_, 2020, by **MILLSTONE INSTITUTE OF PRESERVATION a/k/a MILLSTONE INSTITUTE FOR PRESERVATION, INC., a Florid not for profit corporation**, whose address is 6500 Old Millstone Plantation Road, Tallahassee, Florida 32312 ("Grantor"), in favor of the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** ("Trustees"), whose address is Florida Department of Environmental Protection ("DEP"), Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, ("Grantee").

*The terms "Grantor" and "Grantee" shall include the singular and the plural, and the heirs, successors and assigns of Grantor and Grantee, and the provisions of this easement shall be binding upon and inure to the benefit of Grantor, Grantee and their heirs, successors and assigns.*

### RECITALS

A. Grantor is the sole owner in fee simple of certain real property in **Leon County, Florida**, more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter, the "Property").

B. Grantor and the Grantee mutually recognize the special character of the Property and have the common purpose of conserving certain values and character of the Property by conveyance to the Grantee of a perpetual conservation easement on, under, over, and across the Property, to conserve the character of the Property, continue certain land use patterns that do not significantly impair the character of the Property, and prohibit certain further development activity on the Property.

C. The specific conservation values of the Property are documented in the "Baseline Inventory Report for the Millstone Plantation Conservation Easement Tract in Leon County, Florida", dated XXXX ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation is maintained in the offices DEP and is incorporated by this reference. A copy of the Baseline Documentation is available from the DEP on request.

D. Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition.

E. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

F. The fact that any use of the Property that is expressly prohibited by the terms of this Easement may become greatly more economically valuable than uses allowed by the terms of this Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Easement has been considered by Grantor in granting this Easement and by Grantee in accepting it.

To achieve these purposes, and in consideration of \$10.00 and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

### **ARTICLE I. DURATION OF EASEMENT**

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

### **ARTICLE II. PURPOSE OF EASEMENT**

It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wooded condition to provide a relatively natural habitat for fish, wildlife, plants or similar ecosystems, and to preserve portions of the Property as productive farmland and forest land that sustains for the long term both the economic and conservation values of the Property and its environs, through management guided by the following principles:

- Protection of scenic and other distinctive rural character of the landscape;
- Maintenance of soil productivity and control of soil erosion;
- Maintenance and enhancement of wildlife and game habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance or creation of a healthy balance of uneven aged timber classes;
- Maintenance or improvement of the overall quality of the timber resource;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of surface water quality, the Floridan Aquifer, wetlands, and riparian areas;
- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property;
- Maintenance of existing upland/wetland natural communities;
- Restoration of disturbed upland/wetland natural communities.

The above purposes are hereinafter sometimes referred to as "the Conservation Purposes". Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the Conservation Purposes of this Easement.

### **ARTICLE III. RIGHTS GRANTED TO THE GRANTEE**

To accomplish the Conservation Purposes of this Easement the following rights are conveyed to Grantee by this Easement:

A. The right to enforce protection of the conservation values of the Property;

B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be



transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

C. The right to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. The right to prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost.

E. The right of ingress and egress to the Property.

F. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.

G. A right to notice of intent to sell. The terms of this right are such that if Grantor intends to sell the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantee notice of such intent, and shall, in good faith, afford Grantee an opportunity to negotiate the acquisition of the Property, or such portion thereof or interest therein that Grantor intends to sell. If Grantee desires to negotiate the acquisition of the Property, or such portion thereof or interest therein, Grantee shall so notify Grantor within 30 days after receipt of Grantor's notice of intent. If Grantor and Grantee are unable, in good faith to agree to terms of an acquisition of the Property, or such interest therein or portion thereof as applicable, within 120 days thereafter, Grantor may sell the Property free of the right granted herein. Provided, however, that closing on such sale shall occur within one year of the date of Grantor's notice to Grantee. If the Property, or such portion thereof or interest therein as is applicable, has not sold within one year after Grantee's notice to Grantor that Grantee does not intend to negotiate acquisition of the property or within one year after failure to reach agreement to terms of an acquisition, then any intent to sell the Property thereafter shall require renewed notice to Grantee. This right of notice shall not be triggered by sales or transfers between Grantor and lineal descendants of Grantor or entities in which Grantor owns a majority of the controlling interests. The right or notice granted herein applies to the original Grantor and to said original Grantor's, heirs, successors and assigns.

H. The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property.

I. The right to be indemnified by Grantor for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known to the Grantor to the best of Grantor's knowledge.

J. The right to have the Property maintained as reflected on the Baseline Documentation, as the Property may develop through the forces of nature hereafter, subject only to the exercise of Grantor's Reserved Rights, and the Rights Granted to the Grantee, as described in this Easement.

K. If Grantor fails to cut and remove timber damaged by natural disaster, fire, infestation or the like, then the right, but not the duty, of Grantee, in its sole discretion to cut and remove said timber. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.

#### ARTICLE IV. PROHIBITED USES

The Property shall be maintained to preserve the Conservation Purposes of this Easement. Without limiting the generality of the foregoing Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted:

A. No soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property. This prohibition shall not be construed to include reasonable amounts of waste generated as a result of allowed activities.

B. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, under and by virtue of the authority of a grant or reservation or other form of ownership or interest in or control over or right to such substances, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of allowed activities.

C. Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property, unless approved by DEP or the WMD for the purposes of environmental benefits through altered hydrology and/or improved water quality. Provided, however, Grantor may continue to operate, maintain, or replace existing ground water wells incident to allowed uses on the Property, subject to legally required permits and regulations. Notwithstanding this restriction, Grantor shall be allowed to dig one (1) new well for such non-commercial activities as allowed under the provisions of Article V.

D. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Property having historical or archaeological significance. Grantor shall notify the Florida Department of Historical Resources or its successor ("FDHR") if historical, archaeological or cultural sites are discovered on the Property, and any sited deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist at the time of entering into this easement. Grantor will follow the Best Management Practices of the Division of Historic Resources, as amended from time to time.

E. The removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation, including but not limited to cypress trees, except as otherwise specifically provided in this Easement.

F. There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics or non-native plants on the Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the Grantee.

G. Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity including but not limited to swine, dairy and poultry operations and confined animal feed lot operations.

H. New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on or above the ground of the Property except as may be necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for hereinafter. For

purposes of this paragraph the term “emergency” shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes.

I. The construction or creation of new roads or jeep trails except in areas reserved for activities allowed under Article V. as depicted in the Baseline Documentation.

J. There shall be no operation of motorized vehicles except on established trails and roads unless necessary: (i) to protect or enhance the Conservation Purposes of this Easement, (ii) for emergency purposes, (iii) for cattle ranching purposes, and (iv) to retrieve game that has been hunted legally.

K. Areas currently improved for agricultural activities as established by the Baseline Documentation may continue to be used for those activities. Areas that are currently in improved pasture as depicted in the Baseline Documentation shall not be converted to more intense agricultural use. Lands that are depicted in the Baseline Documentation as being natural areas shall remain natural areas.

L. If the Property is in a spring recharge area, fertilizer use for agriculture activities shall be in accordance with agricultural best management practices recommended therefor by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits.

M. Actions or activities that may reasonably be expected to adversely affect threatened or endangered species.

N. Any subdivision of the land except as may otherwise be provided in this Easement.

O. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Property. Grantors, however, may erect and maintain reasonable: (a) signs indicating the name of the Property, (b) boundary markers, (c) directional signs, (d) signs regarding hunting, fishing, trapping, trespassing on the Property or signs otherwise regarding public access to the Property, (e) memorial plaques, (f) temporary signs indicating that the Property is for sale or lease, (g) signs informing the public that any agricultural or timber products are for sale or are being grown on the Property, (h) political or religious signs, or (i) signs informing the public of a use approved pursuant to Section V., below. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee.

P. There shall be no commercial water wells on the Property.

Q. There shall be no commercial timber harvesting on the Property.

R. There shall be no mitigation bank established pursuant to sections 373.4135 et seq. Florida Statutes, on the Property.

#### **ARTICLE V. GRANTOR’S RESERVED RIGHTS**

Grantor reserves to Grantor, and to Grantor’s personal representatives, heirs, successors, and assigns, the following specified rights, which are deemed to be consistent with the Conservation Purposes of the Easement. The exercise of the Reserved Rights shall be in full accordance with all applicable local, state and federal law, as amended from time to time, as well as in accordance with the Conservation Purposes of this Easement.

A. The right to observe, maintain, photograph, introduce and stock fish or wildlife, native to the state of Florida, on the Property; to use the Property for non-commercial hiking, camping, and horseback riding, so long as the same do not constitute a danger to Grantee’s employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee’s rights, as stated above. Grantor reserves, and shall continue to own, the hunting and fishing rights on, or related to, the Property and Grantor may lease and sell privileges of such rights.

B. The right to conduct controlled or prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

C. The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.

D. The right to contest tax appraisals, assessments, taxes and other charges on the Property.

E. The right to continue to use, maintain, repair, and reconstruct, but not to relocate or enlarge, all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches and such other facilities on the Property as depicted in the Baseline Documentation.

F. The right to exclusive use of the improvements depicted in the Baseline Documentation and as otherwise allowed in this Easement.

G. The right to continue existing agricultural practices as depicted in the Baseline Documentation. Grantor may use commonly accepted fertilizers, pesticides and herbicides, so long as Grantor uses agricultural best management practices as may be adopted from time to time by the Florida Department of Agriculture and Consumer Services ("FDACS") or its successor.

H. The right to host on the Property relocated endangered or threatened species or species of special concern that are native to the State of Florida.

I. The right to maintain or restore the existing natural upland (wetland/both) communities on the Property, as depicted in the Baseline Documentation Report; or the right to restore the disturbed upland (wetland/both) to its native condition by engaging in activities that may include, but are not limited to, removal of exotic non-native plant and animal species, implementation of prescribed fire, and the reintroduction of native plant and animal species in consultation with qualified public or private land management agencies.

J. The right to maintain Grantor's livestock operation. The livestock operation shall be conducted in accordance with best management practices published by the Florida Department of Agriculture and Consumer Services (FDACS), as they may be amended from time to time.

K. The right in the areas depicted in the Baseline Documentation, to construct such additional structures as may be required for its existing operations, such as open pavilions or barn type structures, outdoor classroom space, and covered space for activities constructed for temporary and periodic use so long as such structures do not significantly impair the conservation values of the Property and do not exceed 1,000 cumulative square feet. Prior to the construction of such structures, Grantor shall so notify and provide documentation to the Grantee within 30 days of Grantor's intent to construct such structures.

L. The right to erect one (1) bathhouse in compliance with zoning and environmental regulations and shall be constructed compliant to ADA regulations. The bathhouse shall have no more than two (2) stalls, one (1) shower and two (2) sinks – incorporating solar, composting or other eco-friendly technology as possible. The bathhouse shall be located at least 150 feet from any wetland area as identified in the Baseline Documentation. Prior to the construction of such bathhouse, Grantor shall so notify and provide documentation to the Grantee within 30 days of Grantor's intent to construct such bathhouse.

M. The right to repurpose the existing roadway as depicted in the Baseline Documentation to a use consistent with the uses and rights provided in this Article V., and to construct one (1) new access road utilizing the existing access easement on the property as depicted in the Baseline Documentation. Prior to the construction of the new access road or repurposing of the existing roadway, Grantor shall so notify and provide documentation to the Grantee within 30 days of Grantor's intent to construct or repurpose such access roads.

M. The right to lease a portion or all of the Property, subject to Art. VIII, G of the easement, to organizations working with the Grantor in such capacity as supports and/or furthers the purpose of the Easement and land uses contemplated in the Easement.

## ARTICLE VI. GRANTEE'S REMEDIES

A. **Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Purposes of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

C. **Waiver of Certain Defenses.** Grantor hereby waives any defense of estoppel, adverse possession or prescription.

D. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraph VIII.A. and VIII.B.; and (3) the existence or administration of this Easement.

## ARTICLE VII. PUBLIC ACCESS

The granting of this Easement does convey to the public the right to enter the Property at the sole and exclusive discretion and invitation of the Grantor for educational and passive recreational purposes.

## ARTICLE VIII. MISCELLANEOUS

A. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

B. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

C. **Extinguishment.** If circumstances arise in the future such as render the Conservation Purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with paragraph VIII.D. Grantee shall use all such proceeds in a manner consistent with the Conservation Purposes of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph VIII.C., the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

E. **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

F. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to allowed entities under §193.501, Florida Statutes, and §704.06, Florida Statutes, whose purposes include the conservation of land or water areas or the preservation of sites or properties. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out. Additionally, Grantee acknowledges that releases or conveyance of certain rights under this Easement is subject to §193.501, Florida Statutes, and Grantee shall comply with the provision of §193.501, Florida Statutes, to the extent it is applicable to this Easement.

**G. Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Easement or limit its enforceability in any way.

**H. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other.

**I. Recordation.** Grantee shall record this instrument and any amendments in timely fashion in the official records of Leon County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

**J. Non-Homestead Certification.** Grantor hereby certifies that if a Grantor who is married signs this Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

**K. Amendments.** The terms and provisions of this Easement may be amended by the mutual consent of the parties hereto. No amendment shall be effective until executed with the formality of a deed and recorded in the public records. The Grantor acknowledges that amendments that release or convey certain rights under this Easement may be subject to §193,501, Florida Statutes, and any such amendments shall comply with the provisions of §193.501, Florida Statutes, to the extent it is applicable to such amendment.

**L. Controlling Law.** The laws of the State of Florida shall govern the interpretation and performance of this Easement.

**M. Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

**N. Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

**O. No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

**P. Joint Obligation.** The obligations imposed by this Easement upon Grantor shall be joint and several.

**Q. Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

**R. Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

**S. Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever.

**IN WITNESS WHEREOF** Grantor and Grantee have set their hands on the day and year first above written.

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



**GRANTOR**

MILLSTONE INSTITUTE OF PRESERVATION, INC., a Florida not for profit corporation, a/k/a, MILLSTONE INSTITUTE FOR PRESERVATION, INC., a Florida not for profit corporation

\_\_\_\_\_  
Witness as to Grantor

\_\_\_\_\_  
Majken Peterzen, Executive Manager

\_\_\_\_\_  
Printed Name of Grantor

\_\_\_\_\_  
Date signed by Seller

\_\_\_\_\_  
Witness as to Grantor

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

\_\_\_\_\_  
Printed Name of Grantor

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**GRANTEE**

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 Grantee

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

\_\_\_\_\_  
Printed Name of Grantee

\_\_\_\_\_  
Witness as to Grantee

\_\_\_\_\_  
Date signed by Grantee

\_\_\_\_\_  
Printed Name of Grantee

Approved as to Form and Legality

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 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**

A parcel of land lying in the West ½ of the Northeast ¼ of Section 21, Township 2 North, Range 1 East, Leon County, Florida described as follows:

COMMENCE at the Southwest corner of the Northeast ¼ of Section 21, Township 2 North, Range 1 East, for the POINT OF BEGINNING. From said POINT OF BEGINNING, run thence North along the West boundary of the Northeast Quarter of said Section 21, a distance of 2,640 feet, more or less, to a point in Lake McBride on the Northern boundary of Section 21, thence East along the Northern boundary of Section 21, 690 feet to a point in Lake McBride on the North boundary of Section 21, thence run South parallel with said East boundary of the Northwest ¼ of the Northeast ¼ of Section 21, a distance of 740.50 feet to a point in Lake McBride, thence run East parallel with the North boundary of Section 21, a distance of 660 feet to a point in Lake McBride, thence run South along the East boundary of the West half of the Northeast ¼ of Section 21, a distance of 1899.50 feet, to the Southeast Corner of the Western Half of the Southeast Quarter of Section 21, thence run West 1,350.00 feet along the Southern boundary of the Northeast Quarter of Section 21 to the POINT OF BEGINNING at the Southwest corner of the Northeast ¼ of Section 21, Township 2 North, Range 1 East, Leon County, Florida.

**LESS AND EXCEPT**

Commence at a found concrete monument marking the Southwest corner of the Northeast ¼ of Section 21, Township 2 North, Range 1 East, Leon County, Florida; thence run North 89 degrees 49 minutes 50 seconds East along the Southerly line of said Northeast ¼, a distance of 309.26 feet to the POINT OF BEGINNING; thence, leaving said Southerly line, run North 03 degrees 33 minutes 12 seconds West, a distance of 884.13 feet; thence run North 89 degrees 49 minutes 50 seconds East, a distance of 341.39 feet; thence run South 06 degrees 16 minutes 32 seconds West, a distance of 888.20 feet to a point on the aforesaid Southerly line; thence run South 89 degrees 49 minutes 50 seconds West, along said Southerly line a distance of 189.51 feet to the POINT OF BEGINNING.

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

Millstone Plantation  
Millstone Institute for Preservation, Inc.  
Leon County

BSM  
BY SK  
Date: 3.20.2019

**ADDENDUM**  
(CORPORATE/FLORIDA)

A. At the same time that Seller submits the closing documents required by paragraph 9. of this Agreement, Seller shall also submit the following to DSL:

1. Corporate resolution that authorizes the sale of the Property to Buyer in accordance with the provisions of this Agreement and a certificate of incumbency, and
2. Certificate of good standing from the Secretary of State of the State of Florida.

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 Seller of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite corporate authority of Seller.
2. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida 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 Seller of the various terms and conditions hereto will violate the Articles of Incorporation or By-Laws of Seller, nor will they constitute a breach or default under any agreement, indenture or other instrument to which Seller is a party or by which Seller is bound.

**GRANTOR**

MILLSTONE INSTITUTE OF PRESERVATION, INC.  
a Florida not for profit corporation, a/k/a,  
MILLSTONE INSTITUTE FOR PRESERVATION, INC.  
a Florida not for profit corporation

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
AS ITS: \_\_\_\_\_

(CORPORATE SEAL)

\_\_\_\_\_  
Date signed by Seller

Phone No. \_\_\_\_\_  
8A.M. – 5P.M.

**GRANTEE**

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: \_\_\_\_\_  
AS ITS: \_\_\_\_\_

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

**ADDENDUM**  
**BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT**  
**(OTHER)**

Before me, the undersigned authority, personally appeared Majken Peterzen, ("affiant"), this \_\_\_\_\_ day of \_\_\_\_\_, 2020, who, first being duly sworn, deposes and says:

1) That affiant is the Executive Manager of **Millstone Institute of Preservation a/k/a Millstone Institute for Preservation, Inc., a Florid not for profit corporation**, as "Seller", whose address is 6500 Old Millstone Plantation Road, Tallahassee, Florida 32312, 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>
-------------	----------------	-----------------

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

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

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>
-------------------------------------------------	-------------	--------------------------------	----------------------------------

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**

MILLSTONE INSTITUTE OF PRESERVATION,  
INC., a Florida not for profit corporation, a/k/a,  
MILLSTONE INSTITUTE FOR PRESERVATION,  
INC., a Florida not for profit corporation

\_\_\_\_\_  
Majken Peterzen, Executive Manager

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

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



# FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Noah Valenstein  
Secretary

## MEMORANDUM

**TO:** Jeremiah Thompson, BRES  
**FROM:** Jay Scott, Senior Appraiser, Bureau of Appraisal  
**APPROVED BY:** Douglas Dane, MAI, Chief, Bureau of Appraisal  
**SUBJECT:** Appraisal Approval Memorandum  
**DATE:** March 9, 2020

Project: Millstone Plantation-CE  
B/A File No.: 19-8112  
County: Leon

Fee Appraisers:	(1) JP Brown, MAI	Date of Value:	1/14/2020
	(2) Steve Griffith, MAI	Date of Value:	12/13/2019
Review Appraiser:	William Benson, MAI	Date of Review:	3/9/2020

Owner	Land Size (Acres)	Appraised Values*		Maximum Value	Divergence
Millstone Institute for Preservation, Inc.	64.1 Acres	(1)	\$1,765,000	\$1,765,000	11%
		(2)	\$1,591,000		

\*Value assigned to the Conservation Easement\*

### 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.

**Jay Scott**  
Digitally signed by Jay Scott  
Date: 2020.05.26 12:10:11 -04'00'

Staff Appraiser

**Douglas Dane, MAI**  
Digitally signed by Douglas Dane, MAI  
Date: 2020.05.26 12:27:03 -04'00'

Chief Appraiser

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

**CONFIDENTIAL MEMORANDUM**

File #14690

Date: March 9, 2020

To: Mr. Jay Scott, Senior Appraiser  
Bureau of Appraisal  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS 110  
Tallahassee, Florida 32399-3000

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

Subject: Millstone Plantation-CE;  
B/A File # 19-8112; County: Leon County, Florida

**WORK UNDER REVIEW**

I have completed a technical field review of the appraisals completed for the above referenced project. The appraisals were completed by Mr. Stephen A. Griffith, MAI, SRA, of Bell, Griffith & Associates, Inc., and Mr. Jonathan P. Brown, MAI, of Brown Bevis Real Estate Appraisers, Inc. The appraisers estimated the market value of the fee simple interest, as is, and also estimated the market value as if encumbered by the proposed conservation easement. The difference between the market value of the fee simple interest and the estimated market value as if encumbered is the impact on value resulting from the proposed easement.

The purpose of the appraisals was to estimate the impact on the market value of the subject property resulting from a proposed conservation easement. The intended use of the appraisal was to assist the FDEP and/or other intended users in decision making relative to the acquisition of the proposed conservation easement. The value estimates are summarized as follows:

<u>Appraiser</u>	<u>Before Value of Conservation Easement</u>	<u>After Value of Conservation Easement</u>	<u>% Change</u>	<u>Impact of Conservation Easement</u>	<u>Date of Value</u>	<u>Date of Report</u>
Mr. Griffith	\$1,729,000	\$138,000	92%	\$1,591,000	12-13-19	
Mr. Brown	\$1,900,000	\$135,000	93%	\$1,765,000	1-14-20	



**MEMORANDUM**

Mr. Jay Scott

Page 2

CLIENT: FDEP.

INTENDED USE/

INTENDED USER OF REVIEW: The intended users of this appraisal assignment are the Florida Department of Environmental Protection, the Board of Trustees of the Internal Improvement Trust Fund (TITF) of the State of Florida. The intended use is to assist the intended users with decision making relative to a potential acquisition of the proposed conservation easement.

EFFECTIVE DATE OF REVIEW: March 9, 2020.

DATE OF REVIEW REPORT: March 9, 2020.

HYPOTHETICAL CONDITIONS:

1. As of the date of appraisal, the owner has fee simple ownership in the subject property. The hypothetical condition is that, for the "after" scenario, the perpetual conservation easement has been implemented, when in fact it has not.

EXTRAORDINARY ASSUMPTIONS:

1. The appraisers have assumed that the terms and conditions in the "Draft Copy" of the proposed conservation easement are the same terms and conditions that will be implemented.
2. The appraisals were also based on the assumption that development of the subject property has not been restricted by the last will and testament of Jessie Conrad. An opinion by an attorney with DEP suggest the subject has not been restricted and the appraisals were based on the assumption that this opinion is true and correct. The legal opinion is as follows:

The PR of Jessie Conrad's Estate conveyed the property to Millstone Institute by distributive deed pursuant to the will, and two subsequent instruments which both seek to remove the condition on the devise/conveyance to Millstone. The last conveyance was corrective in nature; it corrected the legal description **and** provided a RELEASE of possible reverter. This instrument resolves the issue of the reversion under Art. XI of Jessie's will; however, a life estate remained in Jack Conrad, but he is deceased. Since Jack only had a life estate, any provisions of Jack's will regarding the property would lapse and be of no consequence, as Jack was not vested at the time of his death.

Without some authority that would prohibit the duly authorized PR from releasing a condition subsequent in a deed, it is the opinion of the DEP OGC attorney that no outstanding encumbrance/rights pursuant to Jessie

Conrad's will exists. Art. XI is found on page 14 where the condition to the conveyance of property is referenced. Also referenced there in the articles of incorporation for Millstone. Based off this opinion and the fact the title commitment is silent as to this issue, the DEP OGC attorney does not believe additional research is necessary.

The use of an Extraordinary Assumption may affect the assignment results.

### **SCOPE OF REVIEW**

The scope of the review involved a thorough technical review in which the appraisers' opinions and conclusions were analyzed. This review complies with the Uniform Standards of Professional Appraisal Practice, Standard Rule #3. As part of the review process, errors, discrepancies and inconsistencies in the appraisal were resolved with the appraisers, if possible. Please be advised that the review process is limited by the fact that I did not personally verify the sales data used nor did I conduct my own independent research which would be required to identify and select comparable sales. The review is limited to analysis of the information provided and to assure substantial compliance with the Uniform Standards of Professional Appraisal Practice. The review process also resulted in forming an opinion as to the appropriateness of the appraisal methods and techniques. This review should not be construed or represented as an additional independent opinion of value or an additional appraisal.

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

### **SUBJECT DESCRIPTION**

**Project Identification:** Millstone Plantation-CE  
B/A File # 19-8112

**Parcel Identification:** Owner of Record: Millstone Institute For Preservation, Inc.  
6500 Old Millstream Plantation Rd.  
Tallahassee, FL 32312

**Ownership History, Listings, Sale Contracts:**

### **PRIOR SALES HISTORY**

It was reported that there had been no qualified recorded sales of the subject property within the last five years. The subject is not known to be listed for sale or under contract. There have been no known offers on the subject property.

## **NEIGHBORHOOD DESCRIPTION**

**Boundaries:** For the purposes of this analysis, the subject neighborhood can generally be defined as that area north of Interstate 10, south of the Georgia state line, west of Centerville Road and east of Meridian Road. These roadways serve as man-made and natural boundaries beyond which residential and commercial development patterns differ.

**Location:** The subject is located in northern Leon County, approximately 1 mile west of Thomasville Road.

**Linkages:** Thomasville Road to the east is the main North/South thoroughfare through the subject neighborhood. Thomasville Road leads north to Thomasville, Georgia and south to Interstate 10 and downtown Tallahassee.

**Land Uses:** Land uses in the neighborhood are primarily recreational, residential and commercial in nature. Much of north Leon County consists of residential subdivision. Mid-sized commercial and office uses are located along Thomasville and Bannerman Road. There are some recreational uses within the neighborhood.

**Development Trends:** The subject neighborhood is currently in a growth stage. There is new construction of single-family homes on platted residential lots. Residential subdivision development in north Leon County has been moderate. There is some commercial construction along Thomasville and Bannerman Road.

**Summary:** The appraisers reported that it is anticipated the neighborhood will continue to experience moderate growth.

## **SITE ANALYSIS**

The site consists of 64.1 acres based on information provided by the Department of Environmental Protection. The parcel is irregular in shape. The site contains 33.5 acres of jurisdictional wetlands, which is in lake bottom. There is 30.6 acres of usable land which could be developed.

**Site Description:** The total site is irregular in shape with legal access via a 50' private access easement from Old Millstone Plantation Road, a two lane, dirt road.

**Topography/Drainage:** The site is rolling and is similar to most other agricultural in the area. According to FEMA, the subject parcel is part of Panel Number 12073C0136F, dated August 18, 2009. Portions of the subject are located in Flood Zones "X" (50%), a non-flood prone area and "A" (50%), a designated flood prone area. A flood maps appears further in this report.

**MEMORANDUM**

Mr. Jay Scott

Page 5

**Utilities:** The subject has electricity provided by Talquin Electric Cooperative. Water and sewer would require private systems. Telephone is provided by CenturyLink.

**Access:** Access is by a 50' unpaved private access easement that connects to Old Millstone Plantation Road which is a two lane, paved road. The access is considered adequate.

**Site Improvements:** None.

**Water Features:** The subject has frontage on Lake McBride. Approximately 50% of the subject is within said lake.

**Surrounding Land Uses:** The properties surrounding the subject are either unimproved land or residential uses.

**Easements:** There were no reported easements that would adversely affect the use of the property. The conservation easement will be in force in the after valuation and is restrictive on the subject property in that it cannot be developed, subdivided or further improved and prohibits timber harvest.

**PURPOSE OF EASEMENT**

The purpose of the proposed conservation easement is to preserve the property substantially in its native state in perpetuity. This will prohibit development. A complete copy of the proposed conservation easement is retained in my files and incorporated in this review memorandum by reference. The primary impacts resulting from the conservation easement area summarized as follows:

**The most significant limitations of the proposed conservation easement are as follows:**

Subdivision of the subject is **prohibited**.

Construction of residences is **prohibited**.

Construction of permanent structures except a bath house is **prohibited**.

Exploration for and extraction of oil, gas and minerals, etc. is **prohibited**.

Cut or remove existing timber in any wetland areas is **prohibited**.

Commercial harvesting of timber is **prohibited**.

Conversion of any existing pasture areas to more intensive uses is **prohibited**.

SOILS LEGEND

Leon County, Florida (FL073)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
25	Lucy fine sand, 5 to 8 percent slopes	41.2	52.6%
41	Plummer fine sand	1.2	1.6%
99	Water	36.0	45.9%

ZONING

The subject is zoned Residential Acre (R.A.), one unit per 1 acre.

Section 10-6.634. RA Residential Acre District.

1. District Intent		PERMITTED USES							
		2. Principal Uses				3. Accessory Uses			
The RA zoning district is intended to be located in areas designated Bradfordville Mixed Use, Suburban, Urban Residential 2, or Woodville Rural Community on the Future Land Use Map and is intended to apply to selected areas located on the periphery of the urban service area where sanitary sewer is not expected to be available or environmental constraints exist. The regulations of this district are intended to permit low density or intensity development, consistent with environmental and infrastructure constraints, without precluding future expansion of urban services. The maximum gross density allowed for new residential development in the RA district is 1 dwelling unit per acre. This district also allows certain community and recreational facilities related to residential uses.		(1) Agricultural production - crops (2) Cemeteries (3) Community facilities related to residential uses including religious facilities, police/fire stations, elementary and middle schools and libraries. Vocational and high schools are prohibited. Other community facilities may be allowed in accordance with Section 10-6.806 of these regulations. (4) Golf courses. (5) Passive and active recreational facilities. (6) Single-family detached dwellings.				(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the County Administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the County Administrator or designee.			
DEVELOPMENT STANDARDS									
Use Category	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Single-Family Detached Dwellings	1 acre	80 feet	100 feet	35 feet	15 feet on each side; or any combination of setbacks that equals at least 30 feet, provided that no such setback shall be less than 10 feet	25 feet	25 feet	not applicable	3 stories
Any Permitted Principal Non-Residential Uses	1 acre	100 feet	100 feet	35 feet	15 feet on each side; or any combination of setbacks that equals at least 30 feet, provided that no such setback shall be less than 10 feet	25 feet	25 feet	10,000 square feet of gross building floor area per acre	3 stories

GENERAL NOTES:

1. If central sanitary sewer is not available, non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

The maximum gross density allowed for new residential development in the RA district is 1 dwelling unit per acre. This district also allows certain community and recreational facilities related to residential uses and recreational uses. There are no reported deed restrictions affecting the use of the property. There are residential subdivisions on the west and east side of the property. Based on discussions with Mr. Ryan Guftky with the planning and zoning department, the subject could not be rezoned to a higher density.

**MEMORANDUM**

Mr. Jay Scott

Page 7

In addition, he stated there is no reason the subject could not be developed up to the current density allowed which would result in thirty lots. The 50 feet access easement is reportedly adequate for a thirty lot development.

**ASSESSED VALUE AND TAXES**

The subject property for 2019 was assessed as follows:

<u>Parcel Number</u>	<u>Acres</u>	<u>Market Value</u>	<u>Assessed Value</u>	<u>Taxes</u>
14-21-20-002-000-0*	65.20	\$1,091,308	\$1,091,308	Exempt

**HIGHEST AND BEST USE – BEFORE CONSERVATION EASEMENT**

The appraisers considered all relevant influences associated with highest and best use and concluded that the highest and best use was low density residential development “before” the proposed conservation easement with a density of one unit/acre. The highest and best use opinion was well supported.

**SALES COMPARISON APPROACH BEFORE CONSERVATIVE EASEMENT**

The appraisers utilized the following comparable sales.

**GRIFFITH BEFORE ANALYSIS SALES**

<b>Sale No.</b>	<b>SALE 1</b>	<b>SALE 2</b>	<b>SALE 3</b>	<b>SALE 4</b>	<b>SALE 5</b>
<b>Sales Date</b>	8/17/2015	9/27/2019	4/30/2015	9/22/2017	12/20/2018
<b>Sales Price</b>	\$960,000	\$1,050,000	\$3,500,000	\$1,210,000	\$6,042,800
<b>Size (Acres)</b>	35.16	20	62.55	20.73	90.19
<b>Sale Price/Acre</b>	\$27,304	\$52,500	\$55,955	\$58,370	\$67,001

Mr. Griffith relied on the above recited comparable sales. Griffith Sales #3, #4 and #5 were also used by Mr. Brown.

Mr. Griffith gave consideration to differences in location, size, access, access/road frontage, topography, highest and best use, wetland ratio, utility and improvements located on the properties. Mr. Griffith provided a qualitative analysis and did not provide quantitative adjustments.

Mr. Griffith gave consideration to all 5 comparable sales and in the final analysis reasoned that the value would fall within a range from \$52,500 (Sale 2) to \$67,001 (Sale 5) per acre. Approximate equal weight was given to the indications from comparable sales #3 and #4. Mr. Griffith concluded that Sales #3 and #4 were most similar. Mr. Griffith also concluded that Sale #5 was superior and Sale #2 was inferior with most confidence placed on Sales #3 and #4 which indicated \$55,955 and \$57,237/acre, respectively.

**MEMORANDUM**

Mr. Jay Scott

Page 8

Mr. Griffith concluded at a value of \$56,500 per acre. This resulted in the following calculation:

$$30.6 \text{ acres @ } \$56,500/\text{acre} = \$1,729,000 \text{ (RD)}$$

**BROWN BEFORE ANALYSIS SALES**

Sale No.	SALE 1	SALE 2	SALE 3	SALE 4
Sales Date	4/30/2015	9/22/2017	12/20/2018	9/10/2019
Sales Price	\$3,500,000	\$1,210,000	\$6,042,800	\$1,050,000
Size (Acres)	62.55	20.73	90.19	20.00
Sale Price/Acre	\$55,955	\$58,370	\$67,001	\$52,500

Mr. Brown utilized four comparable sales and considered all relevant value influences including market conditions, property size, upland/wetland ratio, road frontage, access, residential density, improvements and encumbrances. The comparable sales ranged from \$52,500 per acre to \$67,001 per acre. After considering the primary and physical differences, Mr. Brown concluded the value was less than \$65,000 per acre and greater than \$60,000 per acre. This resulted in the following indications of value.

$$30.6 \text{ acres x } \$60,000/\text{acre} = \$1,836,000$$

$$30.6 \text{ acres x } \$65,000/\text{acre} = \$1,989,000$$

Mr. Brown concluded at a value of \$1,900,000 (RD).

**HIGHEST AND BEST USE – AS ENCUMBERED BY PROPOSED CONSERVATION EASEMENT**

The appraisers considered all relevant influences associated with highest and best use and concluded that the highest and best use as encumbered by the proposed conservation easement was recreational uses. The primary limitations associated with the proposed conservation easement is the elimination of long term speculative potential for development and subdivision into one acre homesites.

**SALES COMPARISON APPROACH – AS ENCUMBERED BY PROPOSED CONSERVATIVE EASEMENT**

The following sales were recited by the appraisers for analysis of the subject property, as encumbered by the proposed conservation easement.

The appraisers considered all relevant value influences in the analysis of the subject property as encumbered by the proposed conservation easement. Value influences considered, as encumbered, included evaluation of the ability for subdivision of the site, residential entitlements, mining potential, agricultural uses, silviculture uses and hunting and fishing rights, as compared to the comparable sales.

**MEMORANDUM**

Mr. Jay Scott

Page 9

The appraisers analyzed the differences in size, differences in the percentage of wetland, utility/amenity associated with the respective comparable sales and the degree of impact resulting from the terms of the respective conservation easements associated with the comparable sales.

Mr. Griffith utilized the following sales:

**GRIFFITH AFTER ANALYSIS SALES**

Sale No.	SALE 6	SALE 7	SALE 8	SALE 9	SALE 10
Sales Date	12/21/2016	11/26/2014	12/4/2015	8/20/2012	4/23/2014
Sales Price	\$210,000	\$2,943,600	\$2,080,000	\$1,483,700	\$516,120
Size (Acres)	111.92	1,109.00	765.00	356.65	112.21
Sale Price/Acre	\$1,876	\$2,654	\$2,719	\$4,160	\$4,600

Mr. Griffith's Sales #8, #9 and #10 were also utilized by Mr. Brown.

In the final analysis, Mr. Griffith opined that the value as encumbered should range from \$2,700/acre to \$4,600/acre, which were the indications from Sale #8 and #10. Mr. Griffith reasoned that the value of the subject as encumbered was best represented slightly below Sale #10 and somewhat greater than Sale #9. Sale #9 was considered inferior in location and water frontage but superior in the restrictive easement. The sales weighted most (Sales 9 & 10) ranged from \$4,160 to \$4,600/acre and Mr. Griffith reconciled to \$4,500/acre, calculated as follows:

$$\$4,500/\text{acre} \times 30.6 \text{ acres} = \$138,000, \text{ rounded}$$

**BROWN AFTER ANALYSIS SALES**

Sale No.	SALE 5	SALE 6	SALE 7	SALE 8
Sales Date	12/4/2015	3/1/2018	8/20/2012	4/23/2014
Sales Price	\$2,080,000	\$349,900	\$1,483,700	\$516,120
Size (Acres)	765.00	80.64	356.65	111.40
Sale Price/Acre	\$2,719	\$4,339	\$4,160	\$4,600

Mr. Brown recited a range of value from \$2,719 per acre to \$4,633 per acre. After considering all relevant value influences, Mr. Brown reasoned that the subject property would have a value greater than \$4,300 per acre and less than \$4,600 per acre. This conclusion resulted in the following calculation:

$$\$4,300/\text{acre} \times 30.6 \text{ acres} = \$131,580$$

$$\$4,600/\text{acre} \times 30.6 \text{ acres} = \$140,760$$

Mr. Brown reconciled between the range of \$132,000 to \$141,000 and concluded at a final estimate of \$135,000.



**SUMMARY OF VALUE IMPACT:**

The measure of the damages associated with the proposed conservation easement is the difference between the before value and the after value. The appraisers concluded to separate indications of value before and after and these conclusions and the indicated damages are summarized as follows:

<u>Appraiser</u>	<u>Before Value of Conservation Easement</u>	<u>After Value of Conservation Easement</u>	<u>% Change</u>	<u>Impact of Conservation Easement</u>	<u>Date of Value</u>	<u>Date of Report</u>
Mr. Griffith	\$1,729,000	\$138,000	92%	\$1,591,000	12-13-19	
Mr. Brown	\$1,900,000	\$135,000	93%	\$1,765,000	1-14-20	

The estimated value impact resulting from the proposed conservation easement ranges from \$1,591,000 to \$1,765,000. This is a reasonable range of about 11% from low to high. Both appraisals were well written and appropriately supported.

## **DEFINITION OF MARKET VALUE<sup>1</sup>**

The appraisals provided estimates of market value.

Market value is defined as:

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

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

## **CONCLUSIONS**

It is my opinion that the appraisals are in substantial compliance with the Uniform Standards of Professional Appraisal Practice approved and adopted by the Appraisal Standards Board of the Appraisal Foundation. The appraisals were also completed in substantial compliance with the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016.

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<sup>1</sup> (Source: Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal Florida Department of Environmental Protection, March 2, 2016.)

## CERTIFICATION

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

- The facts and data reported by the review appraiser and used in the review process are true and correct.
- The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the subject of the work under review.
- No one provided significant professional assistance to the person signing this certification.

**MEMORANDUM**

Mr. Jay Scott

Page 13

- The appraisal reviewed is in substantial compliance with the Uniform Standards of Professional Appraisal Practice. The appraisal is also completed in substantial compliance the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, William H. Benson, have completed the continuing education program for Designated Members of the Appraisal Institute.

REVIEWED BY:



William H. Benson, MAI, CCIM  
State-Certified General Appraiser #0001027

May 4, 2020

306 N. Monroe Street  
Tallahassee, FL  
32312  
t: 850.222.7911 x23  
c: 850.294.2006

[tpl.org](http://tpl.org)

The Honorable Ron DeSantis  
Governor  
The Capitol  
400 S. Monroe St.  
Tallahassee, FL 32399-0001

Via Electronic and USPS Delivery

Re: Support for Millstone Plantation Florida Forever Project

Dear Governor DeSantis:

The Trust for Public Land (TPL) strongly supports approval by the Governor and Cabinet of the acquisition of a conservation easement by the Board of Trustees of Internal Improvement Trust Fund for the Millstone Plantation Florida Forever project. TPL has been involved in the conservation of Millstone Plantation since the inception of this Florida Forever less-then-fee project. On April 6, 2001, with TPL's support, the Acquisition and Restoration Council placed Millstone Plantation on the Florida Forever Priority List. In 2002 and 2003, TPL worked with the Millstone Institute of Preservation to secure a conservation easement over Phase I of the Millstone Plantation Florida Forever project. On April 17, 2003 TPL conveyed that conservation easement to the Board of Trustees. Your approval of acquisition by the Trustees of this second conservation easement, Phase II, will complete the Millstone Plantation Florida Forever project and ensure the permanent protection of this Red Hills gem for future generations.

Completion of the Millstone Plantation Florida Forever project will protect the property's outstanding natural and cultural resources. Millstone Plantation has significant shoreline on Lake McBride, one of the most pristine natural water bodies in Leon County and likely all of North Florida. As one of the last unpolluted sinkhole lakes in Leon County, Lake McBride essentially serves as a benchmark for measuring water quality for all other lakes throughout the Red Hills.

Millstone is a highly significant archaeological site, showing a continuous pattern of settlement for over 10,000 years. Significant archeological artifacts have been found on Millstone dating from the Paleo-Indian, Early Archaic, Late Archaic, Deptford, Weeden Island, Fort Walton, Apalachee, Spanish Mission, Seminole, English, and Colonial periods.

Millstone is highly threatened by sprawling development north of Tallahassee. Like many other Florida Forever projects, Millstone was once a part of rural landscape and is now essentially a natural oasis surrounded by residential and commercial development.

The Honorable Ron DeSantis

April 1, 2020

Page Two

Significantly, the Millstone conservation easement will provide ample opportunities for appropriate public access. Millstone Institute of Preservation operates a sustainability learning center at Millstone Plantation offering classes and mentorships approximately half of each month on topics including best practices in agriculture, blacksmithing, spinning and weaving, pottery, bee keeping, painting, jewelry making, calligraphy, and music. The Institute's classes with youth follow a STEM approach (Science, Technology, Engineering and Math) in addition to the experience of being at Millstone.

Millstone Plantation is a classic example of quintessential Red Hills landscape. Its rolling hills, 300-400 year old patriarch oaks, artifacts of bygone residents, and pristine waters all exemplify this unique region of Florida and the country. We urge you to approve the acquisition of the final conservation easement by the Trustees to ensure the protection of this treasured land for all time.

Respectfully,



Will Abberger  
Vice President  
Director, Conservation Finance

Cc:

# Florida House of Representatives

*Representative Loranne Ausley*

District 9

**Committees:**

Commerce Committee  
Children, Families & Seniors Subcommittee  
Health Care Appropriations Subcommittee  
Workforce Development & Tourism Subcommittee

**Tallahassee Office:**

1001 The Capitol  
402 South Monroe Street  
Tallahassee, FL 32399  
(850) 717-5009

*Loranne.Ausley@myfloridahouse.gov*

April 28, 2020

Majken Peterzen  
Millstone Institute of Preservation  
6500 Old Millstone Plantation Road  
Tallahassee, FL 32312

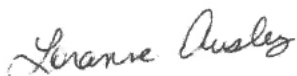
To Whom It May Concern,

Please accept this letter in support of the Millstone Institute of Preservation becoming a Florida Forever acquisition. Also known as the Millstone Plantation, this historic swath of land should be protected as it is home to beautiful pastures, centuries old oak trees, crystal waters, and hundreds of years of North Florida history. The preservation of this land is of paramount importance to maintain Florida's historic and natural integrity.

Protection for the Millstone Institute of Preservation is necessary because it lies in an area surrounded by development. The Millstone Plantation hosts a wide variety of natural features and also serves as a Sustainability Learning Center, offering classes on topics such as agriculture, sustainable skill building, artisan skills, and food and nutrition. I support Florida Forever acquiring the Millstone Institute of Preservation so that we may guarantee protection of one of North Florida's invaluable gems.

I am happy to support this acquisition. Please feel free to reach out should you need any additional information.

Sincerely,



Representative Loranne Ausley  
District 9

To: Majken Peterzen – Millstone Institute of Preservation

From: Ken Detzner, Florida Secretary of State 2012-2019, retired

Date: 25 April 2020

I was pleased to hear that Millstone Institute of Preservation has been working with DEP and the Division of State Lands to become a Florida Forever acquisition.

Our Red Hills region, with its rolling hills, vast bio-diversity, significant waterways, and rich red clay, is a most unique area. Protecting as much as we can is important. To preserve this property and make it accessible to the community is even more important. The property has become an oasis in the rapidly developing area of north Leon County.

Millstone Institute has created a Sustainability Learning Center on the property for our citizens to take advantage of and learn about conservation, sustainable arts/skills, and history of our region.

Millstone Institute is a historically significant piece of land in addition to being a headwater for the Lafayette Watershed leading to the Gulf. Over the decades, the owners of Millstone have waged a successful battle to protect beautiful Lake McBride, the waters of the watershed, which is their shoreline. Thanks to that dedication, the lake is clear and healthy.

I am in support of Millstone Institute's property becoming a Florida Forever acquisition. It embodies the very nature of the program and will be a site the community can treasure.

Sincerely –

Ken Detzner

Florida Secretary of State, retired