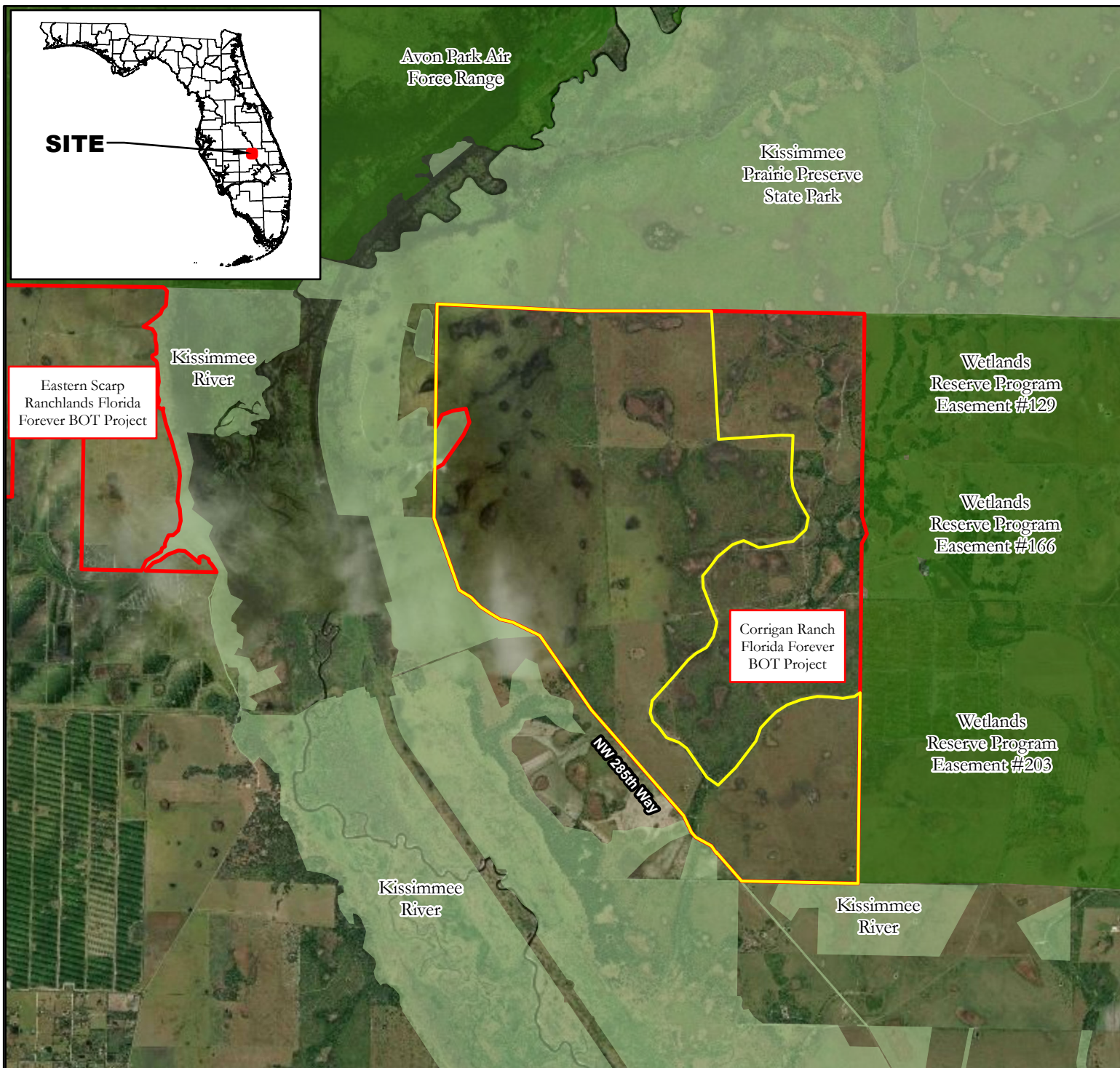


- Subject Parcel
- Florida Forever Project Boundaries
- State Managed Conservation Lands
- Federal Managed Conservation Lands
- Private Managed Conservation Lands



Corrigan Ranch
Owner: J. Pat Corrigan Family Limited Partnership, LLLP

Okeechobee County, Florida



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



Corrigan Ranch
Owner: J. Pat Corrigan Family Limited Partnership, LLLP

Okeechobee County, Florida

By: Micki SantDate: JULY 2, 2021**OPTION AGREEMENT FOR SALE AND PURCHASE**

THIS AGREEMENT is made this _____ day of _____, 20____, between J. PAT CORRIGAN FAMILY LIMITED PARTNERSHIP, a Florida limited liability limited partnership, whose address is 7150 20th Street, Suite E, Vero Beach, Florida 32966 as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Buyer". Buyer's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive option to purchase the real property located in Okeechobee County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if DSL gives written notice of exercise to Seller.

2. **OPTION TERMS.** The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). Upon execution of this Option Agreement by DSL, DSL will apply to the Chief Financial Officer for a state warrant in the amount of the Option Payment, which, will be forwarded to the escrow agent to hold for the benefit of Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Buyer exercises the Option; Provided, however, the Option Payment shall be credited toward the purchase price at closing if Buyer timely exercises the option as discussed below. The option may be exercised during the period beginning with Buyer's approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 120 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement, however, closing will be no later than December 17, 2021. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. **PURCHASE PRICE.** The purchase price for the Property is FOURTEEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$14,500,000.00) ("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 and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025(8), Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 6.

3.B. **ADJUSTMENT OF PURCHASE PRICE.** If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be reduced to the DSL Approved Value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 97% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the

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

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

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4. confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law. Should the estimated cost of clean up of Hazardous Materials exceed a sum which is equal to 2% (the "Aggregate Limit") of the Initial Purchase Price as stated in paragraph 3.A., however, 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, subject to the Aggregate Limit, with such obligation to survive the closing and delivery and recording of the deed described in paragraph 9. of this Agreement and Buyer's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense. "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 environmental or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste or 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 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.

Further, if neither party elects to terminate this Agreement as provided above, Seller hereby indemnifies and saves harmless and defends Buyer, its officers, servants, agents and employees, for a period not to exceed one (1) year from the date of closing, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, for a period not to exceed one (1) year from the date of closing, at Seller's sole cost and expense, any legal action, claim or proceeding instituted by any person against Buyer as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Buyer harmless, for a period not to exceed one (1) year from the date of closing, 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. All Seller indemnification duties and responsibility to Buyer as provided herein shall be subject to, and limited in scope by the Aggregate Limit provided above.

6. SURVEY. Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

7. TITLE INSURANCE. Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense.

8. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Seller shall, within 90 days after notice from Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement shall apply.

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

10. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the deed described in paragraph 9 of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on DSL forms provided by DSL.

11. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Buyer elects to terminate the Agreement.

12. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 9. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.

13. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Buyer acquires fee title to the Property between January 1 and November 1, Seller shall in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. If Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

14. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.

15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially

affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by DSL in writing. Seller warrants that any billboards on the property shall be removed prior to closing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE JUNE 30, 2021, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

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

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

SELLER

J. PAT CORRIGAN FAMILY LIMITED
PARTNERSHIP, LLLP, a Florida limited liability
limited partnership
THE CORRIGAN SPECIAL TRUST, U/A/D
December 30, 2009, General Partner

[Signature]
Witness as to Seller

CHRISTOPHER H. MARINE

Printed Name of Witness

[Signature]
Witness as to Seller

NANCY E. SPOSATO
Printed Name of Witness

[Signature]
Hugh Daniels Corrigan, as Trustee

6/30/21
Date signed by Seller

Phone No. _____
8 a.m. – 5 p.m.

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

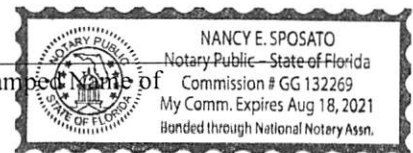
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization this 30 day of JUNE, 2021 by Hugh Daniels Corrigan, as Trustee of The Corrigan
Special Trust U/A/D December 30, 2009, General Partner of J. Pat Corrigan Family Limited Partnership, LLLP, a
Florida limited liability limited partnership. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

[Signature]
Notary Public

(Printed, Typed or Stamped Name of
Notary Public)



Commission No.: _____

My Commission Expires: _____

BUYER

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

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

Witness as to Buyer

Printed Name of Witness

Witness as to Buyer

Printed Name of Witness

Approved as to Form and Legality

By: _____

Date: _____

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

Date signed by Buyer

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__ by Callie DeHaven, Director, Division of State Lands, 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"

All of Section 12 and portions of Sections 13 & 24 in Township 34 South, Range 31 East, and portions of Sections 7, 8, 17, 18, 19, 20, 29 & 30 in Township 34 South, Range 32 East, all lying in Okeechobee County, Florida and being further bounded and described as follows;

Those portions lying in Township 34 South, Range 31 East:

All of Section 12;

That portion of Section 13 lying East of NW 285th Way;

That portion of Section 24 lying East of NW 285th Way;

Those portions lying in Township 34 South, Range 32 East:

That portion of Section 7 lying West of a fence, said fence being more particularly described as follows: Commence at a point lying on the Northeast corner of Section 7 thence running West along the North line of said Section a distance of 471' +/- to the Point of Beginning, thence in a Southeasterly direction 4,867' +/- to a point of intersection with the Easterly Section line said point lying on said East Section line and 571' +/- North of the Southeast ¼ of said Section for the Point of Terminus;

That portion of Section 8 being more particularly described as follows: Begin at a point on the West Section line of said Section lying 571' +/- North of the Southwest Section corner; thence in a Northeasterly direction along a fence 2,340' +/-; thence in a Southeasterly direction also along said fence 282' +/- to a point of intersection with the Northerly extension of a trail road from the South; thence South along said Northerly extension and said trail road 662' +/- to a point on the South Section line of said Section; thence Westerly along said South Section line to the Southwest corner of said Section; thence Northerly along the West line of said Section to the Point of Beginning;

That portion of Section 17 being described as follows; Begin at a point lying on the North line of said Section lying 2573' +/- Easterly of the Northwest corner of said Section and lying Westerly of a trail road; thence Southwesterly and Southeasterly along said West side of trail road to a point of intersection with the Westerly and Northerly side of a canal; thence Southerly and Southwesterly along said Canal to it's intersection with the west line of said Section 17;

All of Section 18 less that portion lying East of a canal in the proximity of the Southeast Section corner of said Section;

That portion of Section 19 lying East of NW 285th Way and West of a canal;

That portion of Section 20 lying North of a canal in the vicinity of the Southeasterly Section corner;

That portion of Section 29 lying East of NW 285th Way and South of a canal;

That portion of Section 30 lying East of NW 285th Way and less and except the following; Begin at the Northeast corner of said Section 30 thence run Westerly 1600' +/- along the Northerly Section line to a point of intersection with the Westerly side of a canal; thence Southeasterly along said Westerly side to a point of intersection with an other canal running South from the Northeast; thence Northeasterly along said West line of a canal to it's point of intersection with the East line of said Section 30.

All of the above description is intended to describe lands as shown on attached appraisal map.

TOGETHER WITH THREE (3) NON-EXCLUSIVE EASEMENTS FOR INGRESS-EGRESS PURPOSES DESCRIBED AS FOLLOWS:

1) BEING AN EASEMENT FOR INGRESS-EGRESS PURPOSES, 50.00 FEET WIDE LYING 25.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING SERVICE GRADE AND SAID CENTERLINE BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 32 EAST; THENCE SOUTH 88°45'15" EAST ALONG THE SOUTHERLY BOUNDARY OF SECTION 33, A DISTANCE OF 361.78 FEET TO A POINT LYING ON THE CENTERLINE OF THE NORTHERLY TERMINUS OF THE RIGHT-OF-WAY FOR MICCO BLUFF ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 41°04'13" WEST PASSING FROM SECTION 33 INTO SECTION 32 A TOTAL DISTANCE OF 7261.49 FEET TO A POINT LYING ON THE NORTH BOUNDARY OF SECTION 32 AND THE CENTERLINE OF VIKING GRADE EXTENDED; THENCE SOUTH 88°50'48" EAST ALONG SAID CENTERLINE OF VIKING GRADE AND ALONG THE COMMON BOUNDARY OF SECTION 32 AND 29 A DISTANCE OF 4474.51 FEET TO THE NORTHEAST CORNER OF SECTION 32 SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 29 AND THE SOUTHWEST CORNER OF SECTION 28; THENCE SOUTH 89°55'06" EAST CONTINUING ALONG THE CENTERLINE OF THE EXISTING EAST-WEST SERVICE GRADE (VIKING GRADE) A DISTANCE OF 5376.89 FEET TO A POINT LYING ON THE COMMON BOUNDARY OF SECTION 28 AND 27, SAID POINT BEING 87.57 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 28; THENCE SOUTH 87°12'10" EAST CONTINUING ALONG SAID CENTERLINE OF THE SERVICE GRADE A DISTANCE OF 5379.31 FEET TO THE SOUTHEAST CORNER OF SECTION 27 AND THE SOUTHWEST CORNER OF SECTION 26; THENCE SOUTH 89°10'51" EAST CONTINUING ALONG SAID CENTERLINE OF THE SERVICE GRADE AND ALONG THE COMMON BOUNDARY OF SECTIONS 26 AND 35 A DISTANCE OF 5401.05 FEET TO THE SOUTHEAST CORNER OF SECTION 26 AND THE SOUTHWEST CORNER OF SECTION 25; THENCE SOUTH 89°02'09"¹¹ EAST CONTINUING ALONG SAID CENTERLINE OF THE SERVICE GRADE AND ALONG THE COMMON BOUNDARY OF SECTIONS 25 AND 36 A DISTANCE OF 5344.03 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 32 EAST AND THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 34 SOUTH, RANGE 33 EAST; THENCE SOUTH 89°21'57" EAST ALONG THE COMMON BOUNDARIES OF SECTIONS 30 AND 31, TOWNSHIP 34 SOUTH, RANGE 33 EAST, A DISTANCE 5393.64 FEET TO THE SOUTHEAST CORNER OF SECTION 30 AND THE TERMINUS OF THE CENTERLINE OF THE DEDICATED VIKING GRADE, SAID POINT BEING THE TERMINUS OF THIS EASEMENT.

2) BEING AN EASEMENT FOR INGRESS-EGRESS PURPOSES, 50.00 FEET WIDE LYING 25.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING SERVICE GRADE AND SAID CENTERLINE BEING PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 32 EAST; THENCE SOUTH 88°45'15" EAST ALONG THE SOUTHERLY BOUNDARY OF SECTION 33, A DISTANCE OF 361.78 FEET TO A POINT LYING ON THE CENTERLINE OF THE NORTHERLY TERMINUS OF THE RIGHT- OF-WAY FOR MICCO BLUFF ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 41°04'13" WEST PASSING FROM SECTION 33 INTO SECTION 32 A TOTAL DISTANCE OF 7261.49 FEET TO A POINT LYING ON THE NORTH BOUNDARY OF SECTION 32 AND THE CENTERLINE OF VIKING GRADE EXTENDED; THENCE SOUTH 88°50'48" EAST ALONG SAID CENTERLINE OF VIKING GRADE AND ALONG THE COMMON BOUNDARY OF SECTION 32 AND 29 A DISTANCE OF 4441.51 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF A NORTH-SOUTH SERVICE GRADE, SAID POINT BEING 33.00 FEET WEST OF THE NORTHEAST CORNER OF SECTION 32 AND THE SOUTHEAST CORNER OF SECTION 29; THENCE ALONG THE

CENTERLINE OF THE NORTH-SOUTH SERVICE GRADE, NORTH 0°40'24" EAST, A DISTANCE OF 5376.97 FEET TO A POINT, SAID POINT LYING NORTH 88°47'57" WEST, A DISTANCE OF 33.00 FEET FROM NORTHEAST CORNER OF SECTION 29; THENCE CONTINUE ALONG SAID SERVICE GRADE, NORTH 0°31'47"¹¹ EAST, A DISTANCE OF 5379.91 FEET TO A POINT; THENCE ALONG SAID SERVICE GRADE THE FOLLOWING BEARINGS AND DISTANCES; NORTH 0°32'20" EAST, A DISTANCE OF 2092.69 FEET; THENCE NORTH 29°00'27" EAST, A DISTANCE OF 418.73 FEET; THENCE NORTH 16°13'19" WEST, A DISTANCE OF 685.53 FEET; THENCE NORTH 0°21'12"¹¹ EAST, A DISTANCE OF 2522.85 FEET TO THE POINT OF INTERSECTION OF THE CENTERLINE OF THE NORTH-SOUTH SERVICE GRADE WITH THE CENTERLINE OF AN EXISTING EAST- WEST SERVICE GRADE, SAID POINT LYING NORTH 5°01'29" WEST, A DISTANCE OF 256.33 FEET FROM THE SOUTHEAST CORNER OF SECTION 8 AND THE SOUTHWEST CORNER OF SECTION 9; THENCE ALONG THE CENTERLINE OF THE EXISTING SERVICE GRADE, SOUTH 63°47'05" EAST, A DISTANCE OF 27.83 FEET TO THE WEST BOUNDARY OF SECTION 16 AND THE TERMINUS OF THIS EASEMENT.

3) BEING AN EASEMENT FOR INGRESS-EGRESS PURPOSES, 50.00 FEET WIDE LYING 25.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING SERVICE GRADE, SAID CENTERLINE LYING IN SECTIONS 19, 29, 30, 32 AND 33 OF TOWNSHIP 34 SOUTH, RANGE 32 EAST AND IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 31 EAST, ALL IN OKEECHOBEE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 32 EAST; THENCE SOUTH 88°45'15" EAST, ALONG THE SOUTHERLY BOUNDARY OF SECTION 33, A DISTANCE OF 361.78 FEET TO THE POINT OF BEGINNING, THENCE NORTH 41°04'13" WEST, PASSING FROM SECTION 33 INTO SECTION 32, A TOTAL DISTANCE OF 7261.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SECTION 32; THENCE NORTH 41°03'51" WEST, PASSING THROUGH SECTION 29 AND INTO SECTION 30, A DISTANCE OF 1361.76 FEET TO A POINT, THENCE NORTH 34°41'38" WEST, A DISTANCE OF 375.05 FEET TO A POINT; THENCE NORTH 61°47'33" WEST, A DISTANCE OF 668.55 FEET TO A POINT; THENCE NORTH 39°51'16" WEST, A DISTANCE OF 246.84 FEET TO A POINT; THENCE NORTH 25°23'38" WEST, A DISTANCE OF 702.07 FEET TO A POINT; THENCE NORTH 41°14'46" WEST, A DISTANCE OF 1199.36 FEET TO A POINT; THENCE NORTH 41°03'36" WEST, CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 4100.18 FEET TO A POINT; THENCE NORTH 34°43'11" WEST, CONTINUING ALONG SAID CENTERLINE AND PASSING FROM SECTION 19, TOWNSHIP 34 SOUTH, RANGE 32 EAST, INTO SECTION 24, TOWNSHIP 34 SOUTH, RANGE 31 EAST, A DISTANCE OF 3422.18 FEET TO A POINT; THENCE CONTINUE ALONG SAID CENTERLINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 63°45'04" WEST, A DISTANCE OF 1152.14 FEET; THENCE NORTH 77°51'29" WEST, A DISTANCE OF 470.74 FEET; THENCE NORTH 58°50'25" WEST, A DISTANCE OF 383.68 FEET; THENCE NORTH 56°43'11" WEST, A DISTANCE OF 511.85 FEET; THENCE NORTH 43°59'10" WEST, A DISTANCE OF 496.97 FEET; THENCE NORTH 59°06'20" WEST, A DISTANCE OF 529.45 FEET; THENCE LEAVING THE EXISTING SERVICE GRADE, NORTH 19°14'22" WEST, A DISTANCE OF 2881.67 FEET TO A POINT, SAID POINT BEING THE TERMINUS OF THIS EASEMENT.

SITUATE IN THE COUNTY OF OKEECHOBEE, STATE OF FLORIDA.

SECTION 32; THENCE NORTH 41°03'51" WEST, PASSING THROUGH SECTION 29 AND INTO SECTION 30, A DISTANCE OF 1361.76 FEET TO A POINT, THENCE NORTH 34°41'38" WEST, A DISTANCE OF 375.05 FEET TO A POINT; THENCE NORTH 61°47'33" WEST, A DISTANCE OF 668.55 FEET TO A POINT; THENCE NORTH 39°51'16" WEST, A DISTANCE OF 246.84 FEET TO A POINT; THENCE NORTH 25°23'38" WEST, A DISTANCE OF 702.07 FEET TO A POINT; THENCE NORTH 41°14'46" WEST, A DISTANCE OF 1199.36 FEET TO A POINT; THENCE NORTH 41°03'36" WEST, CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 4100.18 FEET TO A POINT; THENCE NORTH 34°43'11" WEST, CONTINUING ALONG SAID CENTERLINE AND PASSING FROM SECTION 19, TOWNSHIP 34 SOUTH, RANGE 32 EAST, INTO SECTION 24, TOWNSHIP 34 SOUTH, RANGE 31 EAST, A DISTANCE OF 3422.18 FEET TO A POINT; THENCE CONTINUE ALONG SAID CENTERLINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 63°45'04" WEST, A DISTANCE OF 1152.14 FEET; THENCE NORTH 77°51'29" WEST, A DISTANCE OF 470.74 FEET; THENCE NORTH 58°50'25" WEST, A DISTANCE OF 383.68 FEET; THENCE NORTH 56°43'11" WEST, A DISTANCE OF 511.85 FEET; THENCE NORTH 43°59'10" WEST, A DISTANCE OF 496.97 FEET; THENCE NORTH 59°06'20" WEST, A DISTANCE OF 529.45 FEET; THENCE LEAVING THE EXISTING SERVICE GRADE, NORTH 19°14'22" WEST, A DISTANCE OF 2881.67 FEET TO A POINT, SAID POINT BEING THE TERMINUS OF THIS EASEMENT.

SITUATE IN THE COUNTY OF OKEECHOBEE, STATE OF FLORIDA.

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

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(CORPORATION/PARTNERSHIP)

Before me, the undersigned authority, personally appeared Hugh Daniels Corrigan ("affiant"), this __ day of June, 2021, who, first being duly sworn, deposes and says:

1) That affiant is the Trustee of The Corrigan Special Trust U/A/D December 30, 2009, the General Partner of the J. Pat Corrigan Family Limited Partnership, LLLP, a Florida limited liability limited partnership, as "Seller", whose address is 7150 20th Street, Suite E, Vero Beach, Florida 32966, 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>
J. Pat Corrigan Revocable Trust u/a/d August 25, 2009	7150 20th Street, Suite E Vero Beach, Florida 32966	42%
J. Pat Corrigan Trust u/a/d December 1, 1977	7150 20th Street, Suite E Vero Beach, Florida 32966	56%

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

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
SVN Saunders Ralston Dantzler Real Estate	1723 Bartow Road Lakeland, FL 33801	Commission	4%
Gould Cooksey Fennell, PLLC	979 Beachland Boulevard Vero Beach, FL 32963	Attorney's Fee	\$450 p/hr

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")

Name and Address Of Parties Involved	Date	Type of Transaction	Amount of Transaction
Starvation Hunt Club, LLC	April 1, 2017	Hunting Lease	\$60K/year

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

Hugh Daniels Corrigan


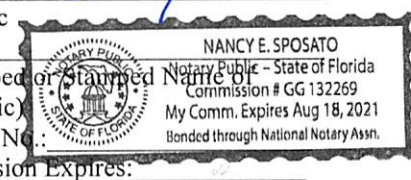
STATE OF FLORIDA

COUNTY OF INDIAN RIVER

SWORN TO AND SUBSCRIBED the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization before me this 30 day of JUNE, 2021, by Hugh Daniels Corrigan. Such (Notary Public must check applicable box): person(s)

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

(NOTARY PUBLIC SEAL)


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


ADDENDUM
(FLORIDA LIMITED PARTNERSHIP)

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

1. Copies of the written partnership agreement and certificate of limited partnership and all amendments thereto,
2. Certificate of Good Standing from the Secretary of State of the State of Florida,
3. All certificates, affidavits, resolutions or other documents as may be required by DSL or the title insurer, which authorize the sale of the Property to Purchaser in accordance with the terms of this Agreement and evidence the authority of one or more of the general partners of Seller to execute this Agreement and all other documents required by this Agreement, and
4. Copy of proposed opinion of counsel as required by paragraph B. below.

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

1. Seller's 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 partnership authority of Seller.
2. Seller is a limited partnership 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 it of the various terms and conditions hereto will violate the terms of the partnership agreement or certificate of limited partnership or any amendment thereto.

At the closing, Seller shall deliver to Purchaser an opinion of counsel from an attorney licensed to practice law in the State of Florida and an active member in good standing with the Florida Bar, to the effect that the covenants, representations and warranties contained above in this paragraph B. are true and correct as of the closing date. In rendering the foregoing opinion, such counsel may rely as to factual matters upon certificates or other documents furnished by beneficiaries, partners, officers, officials and other counsel of Seller, and upon such other documents and data as such beneficiaries, partners, officers, officials and counsel may deem appropriate.

SELLER

J. PAT CORRIGAN FAMILY LIMITED
PARTNERSHIP, LLLP, a Florida limited
liability limited partnership
By: THE CORRIGAN SPECIAL TRUST
U/A/D December 30, 2009, General Partner

By:


Hugh Daniels Corrigan, Trustee

Date Signed by Seller

PURCHASER

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

By: _____

Callie DeHaven, Director
BUREAU OF LAND ACQUISITION,
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

Date signed by Purchaser

This document prepared by and return to:

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, is made this ____ of _____, 2021, by **THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose address is c/o Florida Department of Environmental Protection, Division of State Lands 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-9000, (hereinafter the "Declarant").

WITNESSETH

WHEREAS, Declarant is the fee simple owner of certain real property, more particularly described in the attached Exhibit "A" (hereinafter "Property"); and the

WHEREAS, in consideration of One Million Five Hundred One Eight Hundred Thousand AND NO/100 DOLLARS (\$1,501,800), the Declarant desires to place certain covenants, conditions, and restrictions upon the use and enjoyment of the Property to limit any use or development of the Property that would be incompatible with the mission of Avon Park Air Force Range, a Primary Training Range (PTR) (the "Installation"); and,

WHEREAS, Declarant intends that the Department of Defense, United States Air Force, pursuant to 10 U.S.C. §2684a, (the "Beneficiary") be vested with the authority to enforce this Declaration of Covenants, Conditions, and Restrictions.

NOW THEREFORE, Declarant hereby declares that all the Property, and any additional land as may be by subsequent amendment added to and subject to this Declaration, shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions.

ARTICLE I
LAND USE RESTRICTIONS: GENERAL

Declarant shall not use or develop the Property in such a way that would be incompatible with the mission of the Installation, or might interfere, whether directly or indirectly, with current or future military training, testing, or operations on or near the Installation; provided that this provision shall not prohibit the restoration, preservation or protection of a wetland, stream or habitat conservation area for purposes of mitigation banking or conservation activities (including the granting of wetland mitigation credits, conservation easements, and related activities) and the location or relocation of access roads, utilities (overhead and underground) and related facilities.

ARTICLE II

EXPRESS PROHIBITIONS ON USE

The following activities and uses are expressly prohibited on the Property:

- a. Subdivision of the Property, residential development at greater density than current residential use, and general commercial activities; provided this does not prohibit passive recreational uses, continuation of existing activities, and agricultural uses, including production and management of livestock, crops, trees, and other vegetation, as well as aquiculture (including the related activities of tillage, fertilization, pest control, and harvesting as well as the feeding, housing, training and maintenance of animals such as cows, sheep, goats, hogs, horses, and poultry).
- b. No structure or tree may exceed 90 feet above ground level other than overhead electric power transmission lines and poles pursuant to previously granted utility easement or future utility easement to accommodate additional or relocated facilities.
- c. No lighting shall be permitted that may be dangerous, distracting, or misleading to aircraft operating from the Installation. This type of lighting includes, but is not limited to, strobe lights, non-emergency vehicle rotating beacons, or light sources above 16,000 lumens. Light sources above 16,000 lumens must be angled 15 degrees below the horizon.
- d. No operations of any type shall be permitted that produce smoke, glare, or other visual hazards, or that encourage large concentrations of birds that may be dangerous for aircraft operating from the Installation, unless approved in writing by Beneficiary.

ARTICLE III

ENFORCEMENT OF DECLARATION

3.1 Enforcement and Remedies. Upon any breach of a term of this Declaration of Covenants, Conditions, and Restrictions, the Beneficiary may institute suit to enjoin any breach or enforce any term by injunction and require the Property be restored promptly to the condition required by this Declaration. The remedies of the Declarant shall be cumulative and shall include any other rights and remedies available to the Beneficiary at law or in equity.

3.2 Beneficiary's Right to Monitor Compliance. Beneficiary may enter the Property at reasonable times in order to monitor compliance with, and enforce the terms of this Declaration; provided, the entry shall be made after giving reasonable notice to the Declarant as each circumstance may permit, and the Beneficiary shall not unreasonably interfere with Declarant's use and quiet enjoyment of the Property.

3.3 Discretion of the Beneficiary. Enforcement of the terms of this Declaration shall be undertaken at the discretion of the Beneficiary. No failure on the part of the Beneficiary to enforce any term of this Deed on one occasion shall discharge or invalidate that term or any other term of this Deed, or affect the enforcement right of the Beneficiary in the event of a subsequent breach or default.

3.4 Notices. Any notice, approval, or communication that either Party is required or desires to give related to this Declaration must be given in writing and may be served personally, including by recognized courier service, or sent by certified mail, return receipt requested, by the U.S. Postal Service, to:

Declarant: Florida Department of Environmental Protection
3900 Commonwealth Blvd MS 115
Tallahassee, FL 32399
ATTN: Division Director

Beneficiary: Air Force Civil Engineer Center
3515 South General McMullen, Ste 155
San Antonio, TX 78226-1710
ATTN: William Chavez AFCEC/CIUB

Air Force Local Representative:
Avon Park Air Force Range
29 South Blvd
Avon Park AFR, FL 33825
ATTN: Charles E. MacLaughlin 598 RANS/RMD

or to any other address a Party may designate by written notice to the other Party.

ARTICLE IV **MISCELLANEOUS**

4.1 Declarant's Rights. Declarant retains all rights to use the Property in any manner not inconsistent with the restrictions, limitations, and prohibitions expressed herein.

4.2 Subsequent Transfers. The Declarant further agrees to give written notice to the Beneficiary of the transfer or assignment of any interest in the Property at least twenty (20) days in advance. The Declarant agrees to make any such transfer or assignment subject to the terms of this Declaration.

4.3 Third Parties. The Parties recognize and agree that certain third parties may hold reserved mineral rights, utility easements, private declarations, covenants, conditions, and restrictions, and/or other interests in the Property prior to Declarant's acquisition, and such interests will not be limited by this Declaration. However, Declarant shall use its best efforts to abate or mitigate any potential interference or adverse effect the exercise of rights afforded by such interests may cause to the mission of the Installation.

4.4 Severability. If any provision of this Declaration, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration, or the application of the invalid provision to persons or circumstances other than those in favor of which it is found to be invalid, as the case may be, shall not be affected.

4.5 Runs with the Land. The covenants, conditions, and restrictions expressed herein shall be deemed to touch and concern and run with the land. It is the intent of the parties that this Declaration shall be binding upon the heirs, personal representatives, successors, and assigns of the Declarant and Beneficiary. In the event the Beneficiary no longer owns the property comprising the Installation, or the mission of the Installation changes such that the parties mutually acknowledge that this Declaration is no longer required to avoid interference, whether directly or indirectly, with current or future military training, testing, or operations on or near the Installation, then this Declaration shall be terminated in a signed writing by the Parties, recorded in the public records of Okeechobee County, Florida.

4.6 Encroachment Management Agreement. This Declaration is made pursuant to the requirements set forth in that certain Encroachment Management Agreement Between the United States of America and the Florida Department of Environmental Protection, Division of State Lands, executed August 4 2021 and in substitution of and in full satisfaction of the Declarant's requirement to convey a Restrictive Use Easement to the Beneficiary as set forth therein.

IN WITNESS WHEREOF, the Declarant has affixed its signature as of the day and year written above.

Witness

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

Witness

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

Callie DeHaven, Director

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____ by Callie DeHaven, Director, Division of State Lands, the State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Signed

-

Printed
NOTARY PUBLIC

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: AMY PHILLIPS, SR. ACQUISITION AGENT, BUREAU OF REAL ESTATE SERVICES

FROM: JULIE STORY, Senior Appraiser, Bureau of Appraisal

APPROVED BY: Jay Scott, Chief, Bureau of Appraisal

SUBJECT: Appraisal Approval Memorandum

DATE: 5/3/2021

State Project Name: DSL – Corrigan Ranch – Fee (Project #1)

Federal Project Name: N/A

Federal Project Number: N/A

B/A File Number: 21-8273

County: Okeechobee

Fee Appraiser: Joseph S. String

Date of Value: March 26, 2021

Review Appraiser: Thomas G. Richards

Date of Review: April 30, 2021

Parcel	Owner	Land Size (Acres)	Appraised Value	Maximum Value
Corrigan Ranch	J. Pat Corrigan Family LP	4,381	\$16,530,000	\$16,530,000

SUMMARY OF COMMENTS:

An administrative review of the appraisal 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 appraisal of the above referenced property. In the technical review, the review appraiser provides a certification indicating that the appraisal report and the appraisal review were performed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, the Uniform Standards of Professional Appraisal Practice, and 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 report complies with the required standards and is approved as reviewed.

Julie Story
Digitally signed by Julie
Story
Date: 2021.05.03 09:03:57
-04'00'

Staff Appraiser Signature

Jay Scott
Digitally signed by Jay Scott
Date: 2021.05.04 15:38:39
-04'00'

Chief Appraiser Signature

APPRAISAL REVIEW
CORRIGAN RANCH
OKEECHOBEE COUNTY, FLORIDA
BUREAU OF APPRAISAL FILE 21-8273

Prepared by
Thomas G. Richards, MAI
Richards Appraisal Service, Inc.

Appraisal Review Memorandum

To: Julie Story, Sr. Appraiser
Florida Department of Environmental Protection
Bureau of Appraisal

Client of Review: Bureau of Appraisal, Division of State Lands of the Florida
Department of Environmental Protection.

Intended User of Review: The State of Florida, Bureau of Appraisal, Division of State
Lands of the Florida Department of Environmental
Protection.

Intended Use of Review Compliance with UASFLA, USPAP & SASBOT

From: Thomas G. Richards, MAI
Richards Appraisal Service, Inc.

Date: April 30, 2021

Project Information:

BA File Number	<u>21-8273</u>
Parcel Name	<u>J Pat Corrigan Family Limited Partnership</u>
Project Name	<u>Corrigan Ranch</u>
Location	<u>Okeechobee County, Florida</u>
Effective Date of Appraisal	<u>March 26, 2021</u>

Summary of Review

Pursuant to your request, I have reviewed the appraisal report on the Corrigan Ranch property located in Okeechobee County, Florida. The appraisal report was prepared by Mr. Joseph S. String, MAI of String Appraisal Services, Inc.

I have determined after review of the report and some changes to the appraisal that it is acceptable as submitted. The report is dated April 30, 2021. The market value of the acquisition parcel was:

(1) Joseph S. String, MAI

\$16,530,000

In the reviewer's opinion the appraisal report was completed substantially in conformance with UASFLA (Yellow Book) and USPAP with the exception of the jurisdictional exception of not reporting exposure time which is a USPAP requirement. The report was well documented, and reflected a reasonable value indication for the subject Acquisition Parcel. The appraiser submitting the appraisal considers the report to

be a complete appraisal report according to USPAP. The appraisal is considered sufficient to satisfy the requirements of Standard 2 of USPAP as it is applied to this type of report. The appraisal is also in substantial conformance 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. The client is the Bureau of Appraisal of the Florida Department of Environmental Protection Bureau of Appraisal. The intended user of this appraisal is the FDEP Bureau of Appraisal. The appraiser and reviewer have both appraised, and/or reviewed in the case of the reviewer, numerous agricultural properties throughout the State of Florida including those utilized for agriculture and recreation. Both have a level of competence due to experience as well as professional designations and state certifications. This client and many state and federal agencies have been the client of the reviewer in numerous similar assignments.

The UASFLA appraisal standards require the appraiser to identify the Larger Parcel. In this case the acquisition parcel is a 4,381 acre portion of a 6,255.8 acre contiguously owned parcel located north of Micco Road in a remote rural area of extreme Northwest Okeechobee County, Florida. While there were several other identified properties located in the coastal regions of Vero Beach and Indian River County region of Florida under common ownership approximately 30 miles more or less to the east, they are not contiguous to this 6,255.8 acre Okeechobee County tract. This Larger Parcel determination is based on the traditional three tests of contiguity, unity of ownership and unity of highest and best use. The total contiguous land holding of 6,255.8 acre parcel wholly located in Okeechobee County in this case meets the tests of Larger Parcel and the reviewer is in agreement with this determination.

The appraiser utilized a Hypothetical Condition that the Acquisition Parcel has been sold as of the date of value, when in fact it has not. This Hypothetical Condition is required for credible assignment results and the appraiser has utilized the proper disclosure that the use of this Hypothetical Condition might have affected the assignment results. There were no Extraordinary Assumptions utilized by the appraiser in this appraisal.

The appraiser and the reviewer are in agreement that the highest and best use for the subject parcel before and after acquisition is for continued agriculture and recreation use. More details regarding the highest and best use is included in a later section of this review report.

In order to value the subject property, the appraiser has applied the traditional appraisal methods and has arrived at a supportable opinion of the Market Value of the Larger Parcel and the Market Value of the Residual Parcel, the difference being the Market Value of the Acquisition Parcel.

Statement of Ownership and Property History

The subject is currently vested to: Kissimmee Prairie Ranch
31201 NW 280th Street
Okeechobee, Florida 34972

Yellow Book requires the appraiser to report all transactions involving the subject in the last ten years. If there are no transactions within the last ten years as is the case of the subject the appraiser is to report the last transaction. In December 1995 J. Pat Corrigan conveyed the Kissimmee Prairie Ranch to J. Pat Corrigan Family Limited Partnership. The documentary stamps on the deed reflect a consideration of \$4,800,000, which equates to \$767 per acre. Obviously, this is an interfamily transaction and does not reflect arm's length.

The ranch appears to have been acquired on October 11, 1989 recorded in OR Book 307, Page 1730 (Okeechobee County) from Elaine Johnson Wold and Keith Wold to J. Pat Corrigan which according to stamps on the deed reflected \$2,869,193, or \$458 per acre.

Property Description

This appraisal assignment encompasses a 4,381 acre Acquisition Parcel over a 6,255.8 acre Larger Parcel located in extreme northwest Okeechobee County, Florida. The property has a physical address of 31201 NW 280th Street, Okeechobee, Florida 34972. Access is by a graded shell road easement 50 foot wide extending approximately 1.4 miles from the end of Micco Road, a two-laned asphalt paved roadway. This location is quite remote and the access easement serves the subject as well as other surrounding properties in the region. This location in extreme northwest Okeechobee County is approximately 25 miles northwest of the City of Okeechobee in an area dominated by larger agricultural land holdings devoted to agricultural and recreational uses. Residential uses in the area are sparse and typically in support of the agricultural uses.

According to mapping provided by the client the Larger Parcel contains approximately 83% uplands and approximately 27% wetlands. Otherwise, the tract contains a mosaic of multiple variety pine flatwoods, shrub and brush land, palmetto prairies, native and improved pasture and scattered oak hammocks along with intermittent wetland sloughs, creeks and canals, freshwater marshes and sloughs. The ranch contains approximately 525 acres of improved pasture area.

The site is improved with typical agriculturally related improvements such as fencing, cross-fencing, gates, ditches, culverts, trails/roads, Etc. In addition, the subject is improved with an older double wide mobile home with an attached porch and deck, two pole barns and cattle pens. These types of improvements are typical for an agricultural property of this size and overall are considered insignificant to the value of this large acreage parcel.

Access to the subject property Larger Parcel is by virtue of a private graded 50-foot easement a distance of 1.4 miles from the end of the public paved portion of Micco Road. This easement intersects with the southwest corner of the subject Larger Parcel.

The subject is generally level at road grade at the various access points. Otherwise, the subject topography is characterized as gently sloping west towards the Kissimmee River.

The property is fairly flat with elevations ranging from about 50 to 55 feet above sea level with wetlands at a slightly lower elevation.

The title work identifies that ½ of all Oil, Gas and Mineral (OGM) rights have been reserved by Okeechobee Incorporated, a Delaware based corporation by deed recorded January 28, 1976 in OR Book 179, Page 633 and restated in OR Book 179, Page 637 of the public records of Okeechobee County, Florida. It is the opinion of the appraiser that these outstanding rights have no adverse impact on value due to the lack of any perceived marketable deposits and the likelihood that these rights have been abandoned.

The subject property is found on three FEMA Flood Map Panels which include 12055C0190C, 12055C0195C and 12055C0285C all dated November 18, 2015. The subject has a typical mix of flood zone classifications including Zone X and Zone A. Generally speaking the Zone X areas, comprising approximately 70% of the subject correspond to upland areas on the subject property. The Zone A areas typically correspond with identified wetlands on the subject. Zone X is defined as areas of minimal risk outside the one-percent annual chance flood plains. Zone A is defined as areas subject to inundation by the one-percent annual chance flood event.

Electric and telephone services are readily available to the area however potable water or sewage disposal are handled by on-site well and septic systems.

The subject has a zoning designation of “A”; Agricultural by Okeechobee County. The subject has a land use classification of Agriculture by Okeechobee County. This classification allows virtually all facets of agricultural uses. The predominant zoning and land use density permitted by Okeechobee County is one dwelling unit per forty acres of land area when considering the shell road easement access source.

In addition to zoning the subject ranch lies within the three-mile buffer zone of the Avon Park Air Force Range Military Operations Area (MOA). The zone addresses compatibility issues related to blast noise, low level flight training and areas where night vision training is conducted. This added layer of restriction is focused on limiting density, object heights and nighttime light encroachment. Considering the limited prospects for residential development of this rural tract of agricultural/recreational land the appraiser has opined that this has little impact on the value of the subject.

Highest and Best Use

Highest and best use is defined as the reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

Larger Parcel

Mr. String concluded that the Highest and Best Use for the subject would be for agriculture and recreational use with very long-term potential for rural residential use.

Residual Parcel

Mr. String concluded that the Highest and Best Use for the subject would be for agriculture and recreational use with very long-term potential for rural residential use.

The appraiser recognizes the limited near-term residential development potential of the property. Overall, the highest and best use conclusion of the appraiser is considered reasonable. He has made a convincing argument and has provided adequate market evidence to support these conclusions. The appraiser has adequately addressed the issue of highest and best use for the subject property and more importantly the reviewer is convinced that the sale data utilized is that of a basically similar highest and best use.

Reviewer Comments

The reviewer found the report to be very comprehensive and informative as to the relative components of a typical complete appraisal report. The physical characteristics and site descriptions were also found to be typical as were the details and documentation of the comparable sales expected in an appraisal for this property type. The reports have also conformed to the reporting standards expected by UASFLA, FDEP and are substantially in conformance with the Uniform Standards of Appraisal Practice (USPAP).

In the valuation of the Subject property the appraiser has applied the sales comparison approach to value which is deemed to be the traditional and most appropriate method to value a vacant acreage agricultural parcel. Considering that the subject of the appraisal is to estimate the value of the 4,381 acre Acquisition Parcel from a 6,255.8 acre Larger Parcel it was necessary to apply the before and after methodology.

In the before scenario the appraiser contrasted the subject property to a set of comparable sales within the subject market area of similar size and highest and best use characteristics. Due to the limited number of larger acreage sales meeting these criteria the sale search had to be expanded for this property type. Mr. String analyzed four comparable sales for this purpose.

In the after scenario the appraiser contrasted the subject property to a set of comparable sales within the subject market area of similar size and highest and best use characteristics. Mr. String analyzed four comparable sales for this purpose.

The appraiser demonstrated a very thorough analysis of the comparable data and adapted a very straightforward and reasonable valuation process. Mr. String utilized a qualitative adjustment process to contrast the sale properties to the subject for all elements of comparison. The use of this method is widely accepted, well supported and reasonable.

Analysis of Appraisers' Sales

String Appraisal

The following sales and listings were utilized by Mr. String in the valuation of the subject.

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Okeechobee	Osceola	Okeechobee & St. Lucie	DeSoto & Charlotte	Sumter
Sale Date	N/A	9/17	11/16	12/20	4/19
Size/Ac	6,255.8	7,050.0	6,784.77	4,726.87	8,265.46
Price/Ac	N/A	\$2,624	\$3,252	\$4,213	\$4,355
Upland %	83%	75%	69%	77%	73%
Overall Rating	N/A	Significantly Inferior	Inferior	Slightly Superior	Slightly Superior

Mr. String analyzed the four tabulated sales above for the purpose of estimating the value of the subject property. The sales are located in Okeechobee, Osceola, St. Lucie, DeSoto, Charlotte and Sumter Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from November 2016 to December 2020. The sales are larger acreage tracts located in the south and central Florida area. This is considered a similar market and each is considered to offer similar highest and best use characteristics as the subject. The sales selected and analyzed by Mr. String are considered to be good indicators of value for the subject. These sales reflect a range from \$2,624 to \$4,355 per gross acre.

Mr. String has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as financing, date of sale, motivation, location, access, size, property condition, upland percentage, zoning, utilities and improvements. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. String performs a ranking analysis and recognizes a more refined range of from \$3,600 to \$4,000 per acre as "reasonable." He recognizes sales 3 and 4 as better indicators due to their more current sale dates. He concludes with more reason to be at the higher end of this range than the lower end. He then reconciles to a final point estimate of \$3,900 per acre. The final conclusion reached by Mr. String equates to \$3,900 per acre multiplied by 6,255.8 acres which equates to \$24,397,620 which is further rounded to 24,400,000.

The following sales were utilized by Mr. String in the valuation of the subject Residual Parcel

Sale No.	Subject	Sale 1	Sale 2	Sale 3	Sale 4
County	Okeechobee	Highlands	Okeechobee	DeSoto	Okeechobee
Sale Date	N/A	2/20	7/20	9/20	10/20
Size/Ac	1,874.8	1,249.30	690.80	1,375.00	1,111.62
Price/Ac	N/A	\$4,300	\$3,500	\$4,002	\$3,733
Upland %	72%	94%	65%	83%	73%
Overall Rating	N/A	Similar	Inferior	Similar	Slightly Inferior

Mr. String analyzed the four tabulated sales above for the purpose of estimating the value of the subject property. The sales are located in Okeechobee, Highlands and DeSoto Counties in Florida.

The sales analyzed for the subject parcel have sale dates ranging from February 2020 to October 2020. The sales are smaller acreage tracts located in the south Florida area. This is considered a similar market and each is considered to offer similar highest and best use characteristics as the subject. The sales selected and analyzed by Mr. String are considered to be good indicators of value for the subject. These sales reflect a range from \$3,500 to \$4,300 per gross acre.

Mr. String has elected to apply a qualitative adjustment process to the comparable sales for comparable factors such as financing, date of sale, motivation, location, access, size, property condition, upland percentage, zoning, utilities and improvements. Overall, the entire process of contrasting the sales to the subject property seems reasonable. The appraiser utilized sound logic and reasoning in contrasting the comparable sales to the subject property and, overall, the analyses and qualitative adjustment process is well supported and adequately discussed.

In his final analysis Mr. String performs a ranking analysis and recognizes a more refined range of from \$3,733 to \$4,300 per acre after discounting the indication from Sale 2 at \$3,500 per acre as “not fitting the pattern.” He then reconciles to a final point estimate of \$4,200 per acre. The final conclusion reached by Mr. String equates to \$4,200 per acre multiplied by 1,874.8 acres which equates to \$7,874,160 which is further rounded to \$7,870,000.

Mr. String’s value estimate for the Acquisition Parcel is the difference between the value of the Larger Parcel, minus the value of the Residual Parcel. This summary follows:

Value of Larger Parcel	\$24,400,000
Value of Residual Parcel	<u>\$ 7,870,000</u>
Value of Acquisition Parcel	\$16,530,000

Conclusions

Overall, the reviewer found the report to be reasonably well supported and reasonable leading the reader to similar conclusions. The appraiser arrived at a reasonable and supported conclusion regarding the highest and best use of the subject both before and after acquisition. Furthermore Mr. String has contrasted the subject to sales of a similar highest and best use both before and after that are all subject to similar market conditions. As such, the report is considered acceptable and approvable as amended.

The **client** of the appraisal and this review is the Bureau of Appraisal, Division of State Lands of the Florida Department of Environmental Protection (FDEP).

The **intended users** of this report are the State of Florida FDEP Bureau of Appraisal.

The **purpose of the appraisal** was to estimate the market value of the subject property Larger Parcel and Residual Parcel, the difference attributable to the Acquisition Parcel. The intended use of the appraisals was to serve as an aid for potential acquisition by the State of Florida

The reviewer has completed a **field and technical review** of the above referenced appraisals. The Purpose of the Review is to form an opinion as to the completeness and appropriateness of the methodology and techniques utilized to form an opinion as to the value of the subject property.

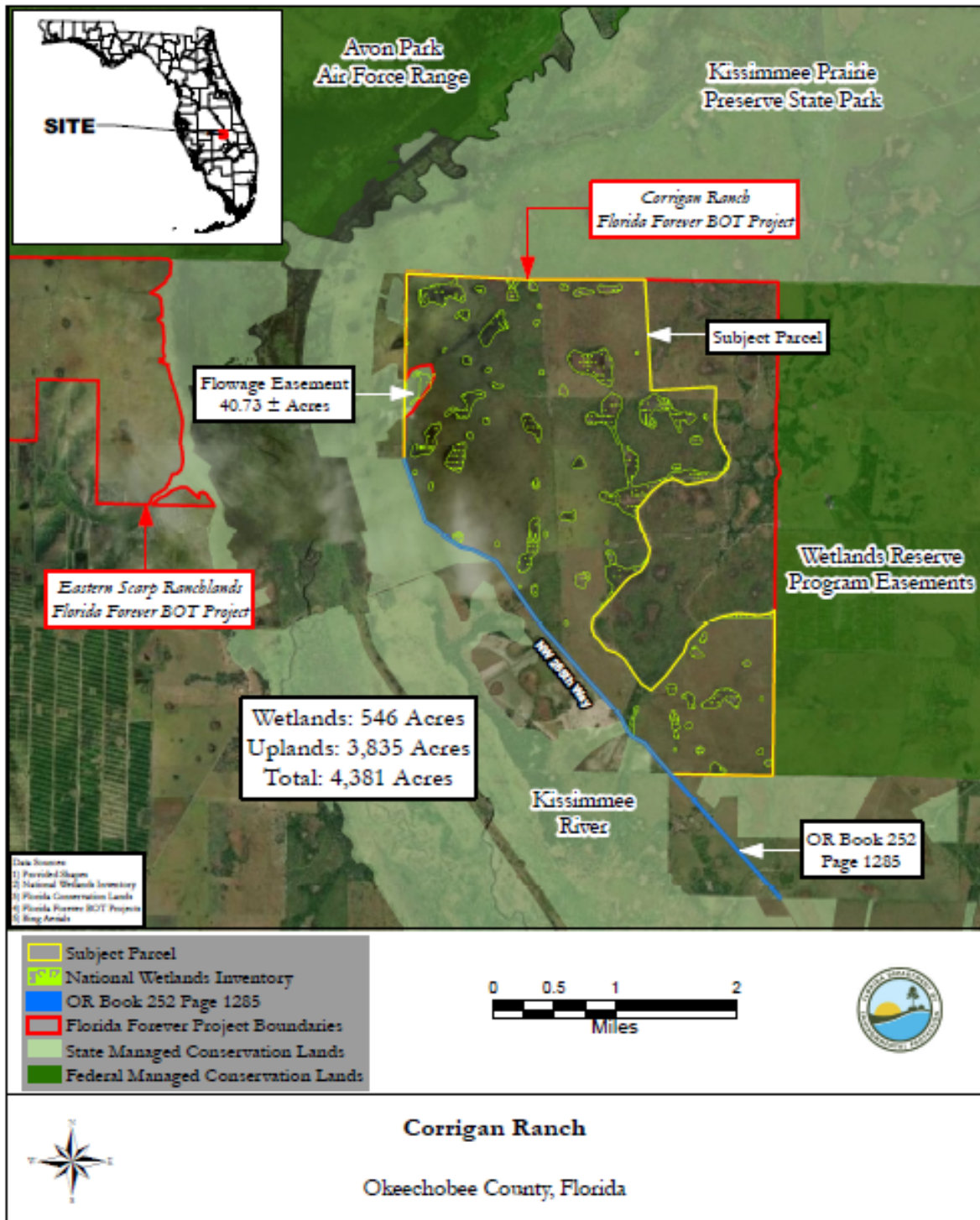
The **Scope of the Review** involved a field review of the appraisal report prepared on the subject property. The reviewer therefore inspected the subject of this appraisal. The reviewer has not researched the marketplace to confirm reported data or to reveal data which may have been more appropriate to include in the appraisal report. As part of the review assignment the reviewer has asked the appraiser to address issues deemed relevant to the assignment. I have also analyzed the report for conformity with and adherence to the *Uniform Standards of Professional Appraisal Practice* (USPAP) as promulgated by the Appraisal Foundation and that of the Appraisal Institute as well as the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016 and the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA or Yellow Book.).

Acceptance of Appraisals

The appraisal report referenced herein is considered acceptable and approvable by the signed reviewer subject to the attached certification.

Aerial Map

THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES
AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.



Certification

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

1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. 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, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this review and I have no personal interest or bias with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. 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.
6. The appraisal reviewed is in substantial compliance with Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), the Uniform Standards of Professional Appraisal Practice (USPAP) and the Supplemental Appraisal Standards for the Board of Trustees, Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2, 2016.
7. My analyses, opinion, and conclusions are developed and this review report was prepared in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and with the Supplemental Standards for the Board of Trustees Division of State Lands, Bureau of Appraisal, Florida Department of Environmental Protection, March 2016.
8. The appraisals reviewed are in substantial compliance with USPAP, SASBOT, as well as Rule 18-1.006, Florida Administrative Code (FAC).
9. I did personally inspect the subject property.
10. No one provided significant professional assistance to the person signing this review report.
11. As of the date of this report, Thomas G. Richards, MAI has completed the requirements of the continuing education program for designated members of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. I have not prepared any prior appraisal services on the subject property.



Thomas G. Richards, MAI
St. Cert. Gen. Appraiser RZ 574

April 30, 2021
Date



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

July 06, 2021

DSL
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

RE: Management Acceptance

Dear Amy:

This letter is to confirm that the Division of Recreation and Parks (DRP), is agreeable to managing the Corrigan Ranch Tract, as an addition to Kissimmee Prairie Preserve State Park.

Such additions will serve to protect and enhance natural and cultural resources and water quality, expand regional ecological connectivity, assist in prescribed burning, adequately protect from light pollution while promoting the Dark Sky Designation as well as protecting the Florida Grasshopper Sparrow .

Should you have any questions, please contact me or our Land Administration Manager, Angel Granger.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven Cutshaw".

Steven Cutshaw,
Chief
Office of Park
Planning
Division of Recreation and Parks
SC/



United States Department of the Interior

FISH AND WILDLIFE SERVICE

1339 20th Street
Vero Beach, Florida 32960



August 16, 2021

Amy Phillips
Senior Acquisition Agent
Division of State Lands
Department of Environmental Protection 3900 Commonwealth Blvd.
Tallahassee, Fl. 32399

Dear Ms. Phillips,

The United States Fish and Wildlife Service (Service) National Wildlife Refuge System fully supports the proposed purchase of the Corrigan Ranch under the Florida Forever Program. The 4,381-acre purchase by the Florida Department of Environmental Protection (FL DEP) is part of a state and federal partnership that will result in the protection of approximately 6,200 acres of the pristine Corrigan Ranch in Okeechobee County.

The Corrigan Ranch is considered one of the highest conservation priorities within the Everglades Headwaters National Wildlife Refuge and Conservation Area formally established in 2012. The Service working in partnership with multiple state and federal agencies, ranchers, sportsmen, and the environmental community is crucial to conservation success.

The acquisition of this project would preserve significant dry prairie, a globally imperiled natural community that supports a myriad of rare species, as well as provide excellent recreational opportunities. The purchase of this intact and well-managed landscape would allow for the protection of thousands of acres of additional high-quality habitat within the Everglades Headwaters. In addition, the hydrological values of the property cannot be overstated. The protection of Corrigan Ranch will significantly contribute to the health of the water resources in the Lake Okeechobee Watershed.

Acquisition of the 6,200 acres is made possible by a state and federal partnership in which the Service and FL DEP have worked together to each buy a portion and leverage resources. This partnership will enable the protection of a larger landscape than otherwise would have been possible.

The Corrigan Ranch purchase is a model of multi-agency conservation partnership and shows what is possible when we work together to conserve our most important landscapes. We are appreciative of the opportunity to work with the State to protect the Everglades Headwaters.

Sincerely,

Kathleen A. Burchett
Refuge Supervisor



National
Wildlife Refuge
Association

August 13, 2021

Amy Phillips
Division of State Lands
Florida Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, Fl. 32300

Re: Corrigan Ranch Purchase – Okeechobee County, Florida

Dear Ms. Phillips,

The National Wildlife Refuge Association supports the purchase of the Corrigan Ranch under the Florida Forever program. The approximately 4381-acre purchase by the Florida Department of Environmental Protection is part of a state-federal effort that will protect 6250 acres of this pristine ranch.

The Corrigan Ranch is within the footprint of the Everglades Headwaters National Wildlife Refuge and Conservation Area. This was formally established in 2012 with the U.S. Fish and Wildlife Service in partnership with multiple state and federal agencies, ranchers, sportsmen and the environmental community. Acquisition of the 6200 acres is made possible by a state and federal partnership; USFWS and DEP have worked together to each buy a portion to protect this property. The National Wildlife Refuge Association has been working to secure funding and protect this critical landscape and we are proud to have been a partner with this project.

The state and federal efforts to protect lands within the Everglades Headwaters is very important to all Floridians and wildlife in the state. This effort will conserve one of the last remaining grassland and longleaf pine savanna landscapes in eastern North America. It will provide cattle ranchers a way to preserve their lands and their way of life for future generations. And importantly, it will provide access to hunters, fishermen, hikers, and bird watchers, and a beautiful outdoors for anyone wanting to use and enjoy this refuge for whatever appropriate type of recreation they choose. It will also provide a landscape to hold and clean water before it travels south down to Lake Okeechobee.

We are very appreciative and supportive of the state's efforts to protect the Corrigan Ranch.

Sincerely,

Geoffrey L. Haskett
President



DEPARTMENT OF THE AIR FORCE
598TH RANGE SQUADRON
AVON PARK AIR FORCE RANGE, FLORIDA AND MACDILL AIR FORCE BASE, FLORIDA,

26 August 2021

MEMORANDUM FOR CALLIE DEHAVEN, Director of Division of State Lands
Department of Environmental Protection
3900 Commonwealth Blvd., Mail Station 140
Tallahassee, FL

FROM: CHARLES E. MACLAUGHLIN, Range Operations Officer
29 South Blvd
Avon Park Air Force Range, FL 33825-9381

SUBJECT: Corrigan Ranch Florida Forever Acquisition

1. I am writing to express the strong support of Avon Park Air Force Range (APAFR) for the Corrigan Ranch Florida Forever Acquisition scheduled for approval by the Board of Trustees of the Internal Improvement Fund of the State of Florida on September 21, 2021. APAFR (the Range) is a premier air/ground training complex used extensively by all branches of the military and other federal and state agencies. It is the largest United States Air Force training range on the East Coast. Combat units from across the US report a quality of training that they cannot get at any other range. To maintain this level of training and protect the public, it is essential to support compatible land uses bordering the Range.
2. The Readiness and Environmental Protection Integration (REPI) Program provides APAFR the opportunity to protect and promote compatible land uses. REPI funding enables cost-sharing partnerships between the military services, conservation organizations, and state and local governments to conserve land and protect military installations. These win-win partnerships work with willing sellers to preserve compatible land uses and sustain wildlife habitat near installations and ranges where the military operates, tests, and trains.
3. For the Corrigan Ranch project, APAFR has secured \$1,501,800 in REPI funding to extend a restrictive covenant over the property to ensure compatibility with the APAFR mission. Corrigan Ranch sits near the Range's South Tactical and High Explosive Impact Area and is located under a low-altitude, restricted-airspace entry corridor with military flight authorized down to surface level. Therefore, it is one of the highest priority parcels identified in the Range's Mission Sustainment Program. Protection of Corrigan Ranch along with other APAFR Sentinel Landscape projects in the region will significantly diminish the encroachment threat, helping to ensure the most realistic training possible for the Air Force, Navy, Marines, Army, National Guard, Coast Guard, and other federal and state agencies that utilize the Range. As such, the Range strongly supports the acquisition of Corrigan Ranch through the Florida Forever program.

CHARLES E. MACLAUGHLIN, GS-12, USAF
Range Operations Officer

Global Power for America