



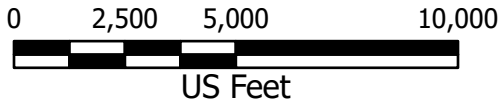
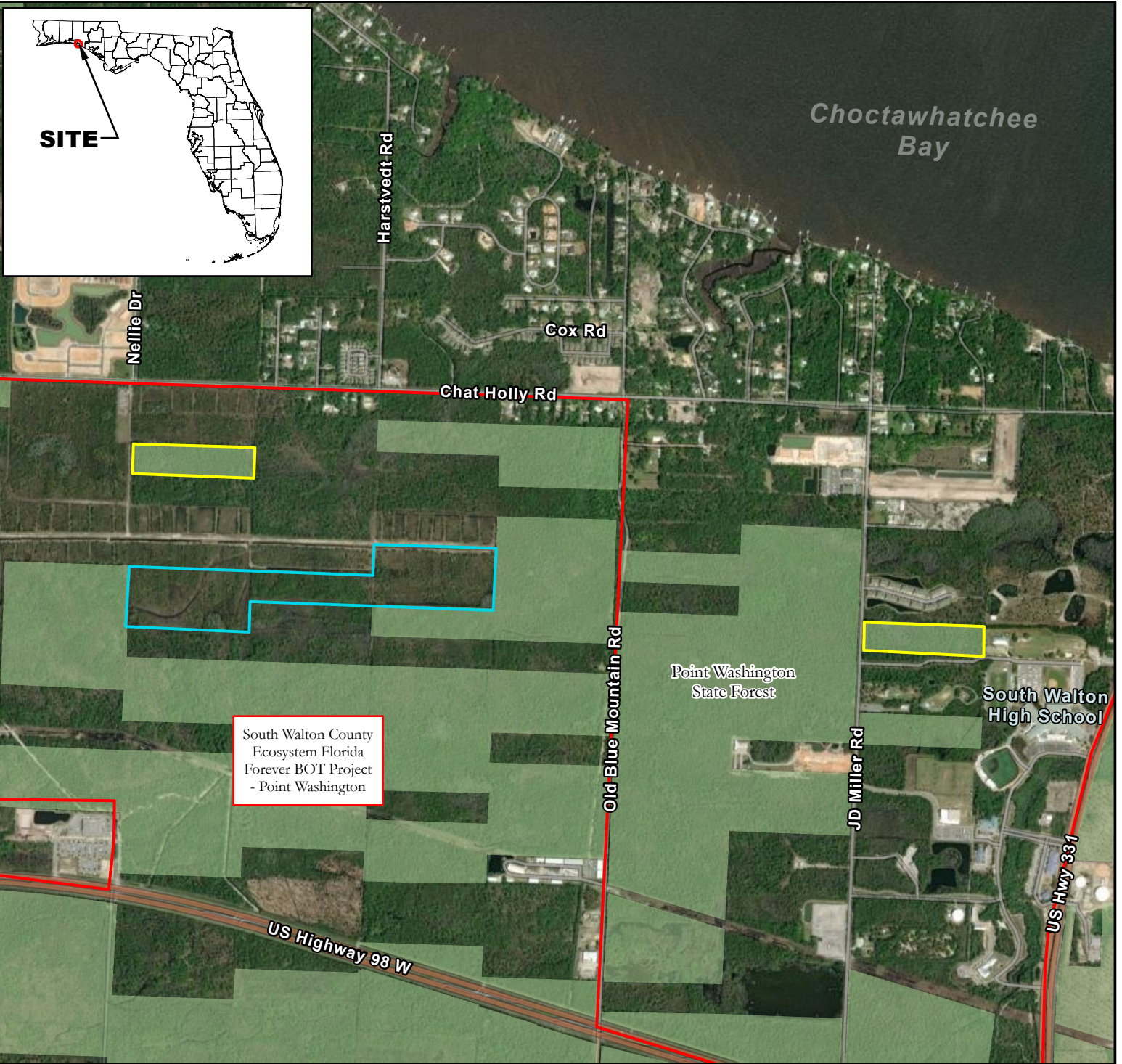




-  TIITF-Owned Parcels
-  School Board-Owned Parcels
-  Florida Forever Project Boundaries
-  State Managed Conservation Lands

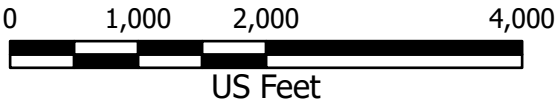


Point Washington State Forest
South Walton County Ecosystem
Walton County School Board Exchange
 Walton County, Florida



South Walton County
Ecosystem Florida
Forever BOT Project
- Point Washington

- TIITF-Owned Parcels
- School Board-Owned Parcels
- Florida Forever Project Boundaries
- State Managed Conservation Lands



Point Washington State Forest
South Walton County Ecosystem
Walton County School Board Exchange
 Walton County, Florida

EXCHANGE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20___, between, THE SCHOOL BOARD OF WALTON COUNTY, FLORIDA, a public body organized and existing pursuant to the laws of the State of Florida, ("First Party"), whose address is 145 Park Street DeFuniak Springs, Florida 32435, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Second Party" or "Trustees"), whose address is 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000. Second Party's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL"). In consideration of the mutual promises set out below, the parties agree as follows:

1. **PROPERTY TO BE EXCHANGED.** First Party agrees to convey to Second Party the real property owned by First Party located in Walton County, Florida, more fully described in Exhibit A ("Parcel One"). Second Party agrees to convey to First Party the real property owned by Second Party located in Walton County, Florida, more fully described in Exhibit B ("Parcel Two"). Both parcels include all improvements, easements, appurtenances and hereditaments pertaining to the property.

2.A. **VALUATION OF PARCEL ONE.** For purposes of the exchange to be effected under this Agreement, the parties agree to a value for Parcel One of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00), subject always to adjustment as follows: If, prior to closing, DSL determines that the value of Parcel One as agreed to hereinabove exceeds the maximum value of Parcel One as determined in accordance with Section 253.025, Florida Statutes, or Section 259.041, Florida Statutes, as applicable, ("DSL Approved Value"), then the parties agree to a value of Parcel One equal to the DSL Approved Value of Parcel One. The value of Parcel One may be further adjusted under other provisions of this Agreement.

2.B. **VALUATION OF PARCEL TWO.** For purposes of the exchange to be effected under this Agreement, the parties agree to a value for Parcel Two of ONE MILLION TWO HUNDRED EIGHTY SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,286,500.00).

2.C. **SETTLEMENT OF A DIFFERENCE IN VALUE.** Settlement of a difference in value between the value of Parcel One, as adjusted (if any adjustment is made as provided for in paragraph 2.A., above) and the value of Parcel Two as set forth in paragraph 2.B., above, shall be made in the following manner:

(1). If at closing the value of Parcel One as set forth in paragraph 2.A., above, as adjusted (if any adjustment is made), is more than the value of Parcel Two as set forth in paragraph 2.B., above, for the purposes of the exchange to be effected under this Agreement the value of Parcel One will be reduced to the value of Parcel Two as set forth in paragraph 2.B. above, and no monetary consideration shall be paid by Second Party.

(2). If the value of Parcel One as set forth in paragraph 2.A., above, as adjusted (if any adjustment is made), is less than the value of Parcel Two as set forth in paragraph 2.B., above, First Party will pay to Second Party at closing an amount equal to the difference in the value of Parcel Two, as set out in paragraph 2.B., above, and the value of Parcel One, as set out in paragraph 2.A., above, as adjusted (if any adjustment is made)

3.A. **ENVIRONMENTAL SITE ASSESSMENT (ESA).** First Party shall at Second Party's request and at First Party's sole cost and expense and within 45 days of Second Party's execution of this Agreement furnish to DSL an environmental site assessment of Parcel One that meets the standards and requirements of DSL. The cost and expense of the ESA shall be paid by the First Party even if this Agreement does not close. First Party shall use the services of an environmental consultant currently under contract with the Department of Environmental Protection to determine the existence and extent, if any, of Hazardous Materials on Parcel One. 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 3.B.). The environmental site assessment shall be certified to Second Party and the date of certification shall be within 180 days before the date of closing, unless this 180 day time period is waived by DSL.

3.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 3.A. confirms the presence of Hazardous Materials on the Parcel One, either party, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should neither party elect to terminate this Agreement, First Party shall, at First Party's sole cost and expense and prior to closing, promptly commence and diligently pursue any assessment, clean up and monitoring of Parcel One necessary to bring Parcel One into full compliance with Environmental Law to DSL's satisfaction, in its sole discretion. "Environmental Law" means 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, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, 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 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. If Hazardous Materials placed on Parcel One prior to closing are discovered after closing, First Party shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed described in paragraph 7. of this Agreement and Second Party's possession of Parcel One, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Law, without institutional or engineering controls, and at First Party's sole cost and expense.

Further, if neither party elects to terminate this Agreement as provided above, First Party shall indemnify and save harmless and defend Second Party, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on Parcel One prior to closing whether the Hazardous Materials are discovered prior to or after closing. First Party shall defend, at First Party's sole cost and expense, any legal action, claim or proceeding instituted by any person against Second Party 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 Parcel One prior to closing are alleged to be a contributing legal cause. First Party shall save Second Party 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, that may be entered, incurred or assessed as a result of the foregoing.

The limitation herein on First Party's contractual obligation to indemnify Second Party as specified in this paragraph 3.B. shall not be construed to limit First Party's legal liability under any Environmental Law for Hazardous Materials located on Parcel One or to limit Second Party's legal and equitable remedies against First Party under any Environmental Law for Hazardous Materials located on Parcel One.

4. SURVEY. First Party shall no later than 45 days prior to closing obtain at First Party's sole cost and expense and deliver to Second Party a current boundary survey of Parcel One meeting the standards and requirements of DSL and prepared by a professional surveyor and mapper licensed by the State of Florida ("Survey"). It is First Party's responsibility to ensure that the surveyor and mapper contacts the Bureau of Survey and Mapping in DSL prior to the commencement of the Survey regarding DSL's standards and requirements. The Survey shall be certified to Second Party and the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. The Survey shall be certified within 90 days before the date of closing unless this 90 day time period is waived by DSL and by the title insurer. If the Survey shows any reduction in acreage from the appraised acreage of Parcel One, any encroachment on Parcel One, or that improvements intended to be located on Parcel One encroach on the land of others, the same shall be treated as a title defect.

First Party shall at Second Party's request and at First Party's sole cost and expense and no later than 45 days prior to closing obtain at First Party's sole cost and expense and deliver to Second Party a current boundary survey of Parcel Two meeting the standards and requirements of DSL and prepared by a professional surveyor and mapper licensed by the State of Florida ("Survey"). It is First Party's responsibility to ensure that the surveyor and mapper contacts the Bureau of Survey and Mapping in DSL prior to the commencement of the Survey regarding DSL's standards and requirements. The Survey shall be certified to Second Party and shall be certified within 90 days before the date of closing unless this 90 day time period is waived by DSL.

5. TITLE INSURANCE. First Party shall at First Party's sole cost and expense and within 30 days of Second Party's execution of this Agreement furnish to DSL 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 currently under contract with the Department of Environmental Protection insuring marketable title of Second Party to Parcel One in an amount equal to the value of Parcel One as set forth in Paragraph 2.A., above, as adjusted (if any adjustment is made). First Party shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens. The cost and expense of the title insurance commitment shall be paid by the First Party even if this Agreement does not close.

6. DEFECTS IN TITLE. First Party shall, within ninety (90) days after notice from DSL, remove all defects in title to Parcel One. First Party agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. If First Party is unsuccessful in removing the title defects within said time, Second Party shall have the option to either: (a) accept the title as it then is with no reduction in the value of Parcel One, (b) extend the amount of time within which First Party may remove the defects in title, (c) cut out the affected portion of Parcel One and reduce the value of Parcel One by an amount equal to the product of the per-acre value of Parcel One for the acres being cut out, multiplied by the acreage cut out, or (d) terminate this Agreement, thereupon releasing the parties hereto from all further obligations under this Agreement. If First Party fails to make a diligent effort to remove the title defects, First Party shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

6.1. INSPECTION PERIOD FOR PARCEL TWO AND RIGHT TO CANCEL. First Party shall have 60 days from Second Party's execution of this Agreement (the "inspection period") within which to have such inspections of Parcel Two performed as First Party shall desire. First party shall be responsible for prompt payment for such inspections and repair of damage to and restoration of Parcel Two resulting from such inspections. This provision shall survive termination of this Exchange Agreement. If First Party determines, in First Party's sole discretion, that Parcel Two is not acceptable to First Party, First Party may cancel this Exchange Agreement by delivering written notice of such election to Second Party on or before expiration of the inspection period, and the parties shall be released of all further obligations under the provisions of this Exchange Agreement except as provided in this paragraph 6.1. Unless First Party exercises the right to cancel granted herein, First Party accepts Parcel Two in its present physical condition, subject to any violation of governmental building, environmental, and safety codes, restrictions, or requirements, and subject to easements, reservations, restrictions and other interests of record or that may have been disclosed by a survey of Parcel Two. Second Party extends and intends no warranties or representations concerning Parcel Two.

7. INTERESTS CONVEYED. At closing, First Party shall execute and deliver to Second Party a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to Parcel One in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those that are acceptable encumbrances in the opinion of Second Party and except those that do not impair the marketability of the title to Parcel One. At closing, Second Party will execute and deliver to First Party a quitclaim deed for Parcel Two subject to easements, reservations, restrictions and other interests of record. Second Party extends and intends no representations or warranties of any kind regarding Parcel Two. First Party acknowledges that Second Party's conveyance shall be in "as is" condition. Neither party shall reserve any phosphate, minerals, metals or petroleum interests.

8. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, First Party shall submit to Second Party 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. Second Party shall prepare the deeds described in paragraph 7. of this Agreement, Second Party's and First Party's closing statements and the title, possession and lien affidavit for Parcel One certified to Second Party and title insurer and an environmental affidavit for Parcel One on DSL forms provided by DSL.

9. DSL'S REVIEW FOR CLOSING. DSL will approve or reject each item provided by First Party under this Agreement. First Party will have 30 days thereafter to remove and resubmit any rejected items. If First Party fails to timely deliver any item or DSL rejects any item after delivery, Second Party may in its discretion extend the closing date.

10. EXPENSES. First Party will pay the documentary revenue stamp tax and all other taxes or costs associated with this transaction, except as otherwise specified in this Agreement. First Party shall also pay the cost of recording the deeds required by paragraph 7. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to Parcel One.

11. TAXES AND ASSESSMENTS. At closing, First Party shall satisfy all real estate taxes and assessments of record that are or that may become a lien against Parcel One. If Second Party acquires fee title to Parcel One between January 1 and November 1, First Party 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 Parcel One. If Second Party acquires fee title to Parcel One on or after November 1, First Party 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.

12. CLOSING PLACE AND DATE. The closing shall be on or before ___ days after Second Party's approval of this Agreement. If a defect exists in the title, title commitment, Survey or environmental site assessment as to Parcel One, or in any other documents required to be provided or completed and executed by First Party, however, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Second Party shall set the date, time and place of closing.

13. RISK OF LOSS AND CONDITION OF PARCELS. Each party assumes all risk of loss or damage to that party's parcel prior to the date of closing and agrees that each party's parcel shall be transferred and conveyed to the other party in the same or essentially the same condition as of the date of execution of this Agreement, ordinary wear and tear excepted. If between the date this Agreement is executed by the parties and the date of closing the condition of either parcel as it existed on the date this Agreement is altered by an act of God or other natural force beyond the control of the parties, the party who is to receive the altered parcel may elect, at said recipient's sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. First Party represents and warrants that there are no parties other than the First Party in occupancy or possession of any part of Parcel One. First Party warrants that there are no facts known to First Party materially affecting the value of Parcel One that are not readily observable by Second Party or which have not been disclosed to Second Party.

All wells located on Parcel One shall be duly abandoned at the First Party's sole cost and expense prior to closing unless this requirement is waived by DSL in writing. First Party warrants that any billboards on Parcel One shall be removed prior to closing.

First Party agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from Parcel One to the satisfaction of DSL prior to closing. If First Party does not remove all trash and debris from Parcel One prior to closing, Second Party, at its sole option, may elect to: (a) collect from First Party the estimated expense necessary to remove trash and debris from Parcel One and proceed to close, with the Second Party incurring any additional expenses necessary to remove all trash and debris and clean up of Parcel One subsequent to closing, (b) extend the amount of time First Party has to remove all trash and debris from Parcel One, or (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

14. RIGHT TO ENTER AND POSSESSION. Each party agrees that from the date this Agreement is executed by the parties, officers, attorneys and duly authorized agents of each party, upon reasonable notice, shall have at all times the right and privilege of entering the other party's parcel for all lawful purposes in connection with the this Agreement. Each party shall deliver possession of that party's parcel to the other party at closing.

15. ACCESS. First Party warrants that there is legal and practical ingress and egress for Parcel One over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to Parcel One.

16. DEFAULT. If First Party defaults under this Agreement, Second Party 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 First Party's default.

17. BROKERS. First Party 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 8. First Party shall indemnify and hold Second Party harmless from any and all such claims, whether disclosed or undisclosed.

18. RECORDING. This Agreement, or notice of it, may be recorded by Second Party in the appropriate county or counties.
19. ASSIGNMENT. This Agreement may not be assigned without the prior written consent of the other party.
20. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.
21. 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 Second Party's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.
22. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.
23. 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 Parcel One. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of Parcel One to correct errors, to more properly describe the parcel, to cut out portions of the parcel affected by title defects unacceptable to Second Party or that cannot be timely removed by the First Party, or to otherwise revise the legal description of Parcel One, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement for Parcel One 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 Parcel One shall not require a written amendment to this Agreement. In such event, the First Party's execution and delivery of the closing instruments containing the revised legal description and the Second Party'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 Parcel One by the parties.
- First Party 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.
24. WAIVER. Failure of Second Party 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.
25. 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.
26. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.
27. NOTICE. Whenever a 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.
28. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of First Party set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 7. of this Agreement for Parcel One and Second Party's possession of Parcel One.

29. CERTIFICATION REGARDING TERRORISM. First Party hereby certifies that to the best of First Party's knowledge, after making all appropriate inquiries, First Party is in compliance with, and shall use Parcel Two, as well as any funds derived from the exchange of Parcel One for Parcel Two 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 2239A-C, and U.S. Presidential Executive Orders 12947 and 13224.

IF FIRST PARTY DOES NOT EXECUTE THIS INSTRUMENT ON OR BEFORE _____, SECOND PARTY SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. SECOND PARTY'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. SECOND PARTY'S DUTY TO PERFORM HEREUNDER IS CONTINGENT ON: (1) CONFIRMATION THAT THE VALUE OF PARCEL ONE IS NOT IN EXCESS OF THE DSL APPROVED VALUE FOR PARCEL ONE, 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 FLORIDA 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. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

[SIGNATURE PAGE TO FOLLOW]

FIRST PARTY

THE SCHOOL BOARD OF WALTON COUNTY,
FLORIDA

Witness as to First Party

By: Tammy Smith
Its: Chairperson

Witness Address

Date signed by First Party

Witness Address

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

Witness as to First Party

Witness Address

Witness Address

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 __, by Tammy Smith, Chairperson, on behalf of The School Board of Walton County, Florida. 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: _____

SECOND PARTY

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, Division of State Lands

Witness as to Second Party

3800 Commonwealth Blvd., MS 115
Witness Address

Tallahassee, Florida 32399-3000
Witness Address

Date signed by Second Party

Witness as to Second Party

3800 Commonwealth Blvd., MS 115
Witness Address

Tallahassee, Florida 32399-3000
Witness Address

Approved as to Form and Legality

By: _____

Date: _____

STATE OF FLORIDA _____)

COUNTY OF LEON _____)

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

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT A
(Parcel One)

Lots 26, 27, 39, 57, and 58, Section 25, Township 2 South, Range 20 West, Santa Rosa Plantation Co., according to the map thereof, as recorded in Plat Book 2, Page 4, of the Public Records of Walton County, Florida.

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

BSM APPROVED

By: J.A. Date: 11/6/2023

EXHIBIT B
(Parcel Two)

Lot 25, Section 30, Township 2 South, Range 19 West, and Lot 62, Section 25, Township 2 South, Range 20 West, Santa Rosa Plantation Co., according to the map thereof, as recorded in Plat Book 2, Page 4, of the Public Records of Walton County, Florida.

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

BSM APPROVED

By: J.A. Date: 11/6/2023



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: Diane McKenzie, GOC III, Bureau of Public Land Administration
FROM: Jon Mitchell Penot, Senior Appraiser, Bureau of Appraisal
APPROVED BY: Jay Scott, Chief, Bureau of Appraisal
SUBJECT: Appraisal Approval Memorandum
DATE: 12/7/2023

Project Name: South Walton County Ecosystem

B/A File Number: 23-8599

County: Walton

Fee Appraiser: William Carlton, III, SRA, MAI

Date of Value: November 8, 2023

Review Appraiser: Rhonda Carroll, MAI

Date of Review: December 7, 2023

Owner	Land Size (Acres)	Appraised Value	Maximum Value
Walton County School District	50	\$2,000,000	\$2,000,000
TIITF	9	\$900,000	\$900,000
TIITF	10	\$386,500	\$386,500

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 Standards of Professional Appraisal Practice as well as with 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.

Jon Mitchell Penot Date: 2023.12.07
09:00:37-05'00'
Staff Appraiser

Jay Scott
Chief Appraiser

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



P.O. Box 2501
Tallahassee, FL 32316

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

DATE: December 7, 2023

TO: Jon Mitchell Penot
Senior Appraiser
Bureau of Appraisal

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

SUBJECT: DSL - School Board Exchange
South Walton County Ecosystem
B/A File #23-8599
Walton County, Florida

As requested, I have made a field review and technical review of the appraisal report for the parcels referenced above. The appraisal was prepared by William (Bill) Carlton, MAI, SRA. The report is dated December 6, 2023, and reflects a date of value of November 8, 2023.

GENERAL INFORMATION AND SCOPE OF REVIEW

The fee simple interest was appraised, subject to existing easements of record. The purpose of the appraisal was to provide an opinion of the current market value of three parcels. Two parcels are owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF) and the third is owned by Walton County School Board. The scope of this review included inspecting the subject property. The appraisal report was reviewed to determine its completeness, accuracy, adequacy, relevance, and reasonableness. Where necessary, revisions were requested for clarification/corrections in the appraisal, and this review report reflects my opinions after corrections have been received.

I possess geographic competence as I have been appraising real estate in this area for over 35 years. By way of signing this review memorandum, I am concurring with the analysis and conclusions in the appraisal. The appraisal was reviewed to determine its compliance with Supplemental Appraisal Standards for Board of Trustees, revised March 2016, and the Uniform Standards of Professional Appraisal Practice (2021-2022), extended to December 31, 2023.

After revisions, the appraisal complies with minimum appraisal standards as stated in both publications. By way of signing this review memorandum, the appraisal is complete, and I have formed the opinion that the appraisal is well supported.

MEMORANDUM

Jon Mitchell Penot

December 7, 2023

Page Two (2)

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

Tract	Size	\$/Acre	Total Value
50-acre School Board Tract	50 acres	\$40,000	\$2,000,000
9-acre TIITF Tract	9 acres	\$100,000	\$900,000
10-acre TIITF Tract	10 acres	\$38,650	\$386,500

*values subject to “private sector” zoning, rather than “Conservation.”

CLIENT

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

INTENDED USE/INTENDED USERS

The intended use of the appraisal is to assist the client and the intended users in making decisions regarding the potential exchange of the subject parcels. The intended users of the appraisal are the Bureau of Appraisal of the Florida Department of Environmental Protection (DEP) and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF). There are no other authorized users of the report.

The intended use of this appraisal review is to assist the reader in forming an opinion regarding the reliability of the appraisal under review and to address compliance with the applicable appraisal standards.

PURPOSE OF THE REVIEW

The purpose of the review is to form an opinion as to the completeness and appropriateness of the methodology and techniques utilized to form an opinion as to the value of the subject properties and to assure that the appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and Supplemental Appraisal Standards for the Board of Trustees (SASBOT).

EXTRAORDINARY ASSUMPTIONS

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser’s opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. There are no extraordinary assumptions in the appraisal or in the review of the appraisal.

MEMORANDUM

Jon Mitchell Penot

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HYPOTHETICAL CONDITIONS

A condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

For valuation purposes, the appraiser has made the appraisal subject to the hypothetical condition that each of the three parcels would carry the zoning of adjacent/nearby, similar private sector tracts. This is a reasonable conclusion, given the present Conservation zoning.

NEIGHBORHOOD DESCRIPTION

The neighborhood comprises a large area in South Walton County. Generally speaking, macro-neighborhood boundaries can be loosely delineated by the Choctawhatchee Bay on the north, U.S. Highway 331 on the east, the Gulf of Mexico on the south, and Okaloosa County (Sandestin) on the west.

The micro-neighborhood comprises North Santa Rosa Beach. Santa Rosa Beach extends from the Choctawhatchee Bay on the north to the Gulf of Mexico on the south. North Santa Rosa Beach does not extend southerly to the Gulf of Mexico and is located between U.S. Highway 98 and Choctawhatchee Bay.

Micro-neighborhood boundaries can be delineated by the Choctawhatchee Bay on the north, U.S. Highway 331 on the east, U.S. Highway 98 and the south, and County Road 393/Churchill Bayou Road at the intersection of North County Road 393 on the west.

Transportation through the neighborhood is adequate. Four lane U.S. Highway 331 runs along the east boundary of the neighborhood and runs north from U.S. Highway 98 to Defuniak Springs. Four lane U.S. Highway 98 runs east-west at the south boundary of the neighborhood from Panama City on the east to Pensacola on the west. Highway 30-A loops U. S. Highway 98 beginning just west of the Bay County line and running along the Beach in a westerly direction back to U.S. Highway 98 near the intersection of East Hewett Road.

The subject properties and much of North Santa Rosa Beach are located in an old platted subdivision known as Santa Road Plantation. The plat was recorded in 1904. Santa Rosa Plantation generally consists of uniform lots, blocks and roadway easements laid out in a 90-degree compass rose alignment. The individual lots comprise approximately 9.75 to 10 acres in size. North to south road easements or right of ways are located on the same geodetic axes.

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That part of Nellie Drive south of Chat Holly Road, where the subject 50-acre tract and the 10-acre lot are located, will be paved from Chat Holly Road to U. S. Highway 98 in the near future. Funding is already in place for the project (\$3,200,000) and the project is currently in the design phase with 60% of the design work having been completed. Concurrent with road construction, Regional Utilities will provide water and sewer along Nellie Drive and Choctawhatchee Electric Cooperative will provide electricity. Construction of the project should start in 2024 and be completed in early 2025.

There is not much available land to build upon in South Walton County. Consequently, the price for development land is very expensive. The average household cannot afford housing south of U.S. Highway 98 in the County Road 30-A area because of the influence of the Gulf of Mexico. As a result, most new residential construction that is affordable (even that is very expensive) is being built in North Santa Rosa Beach between the Choctawhatchee Bay and U.S. Highway 98.

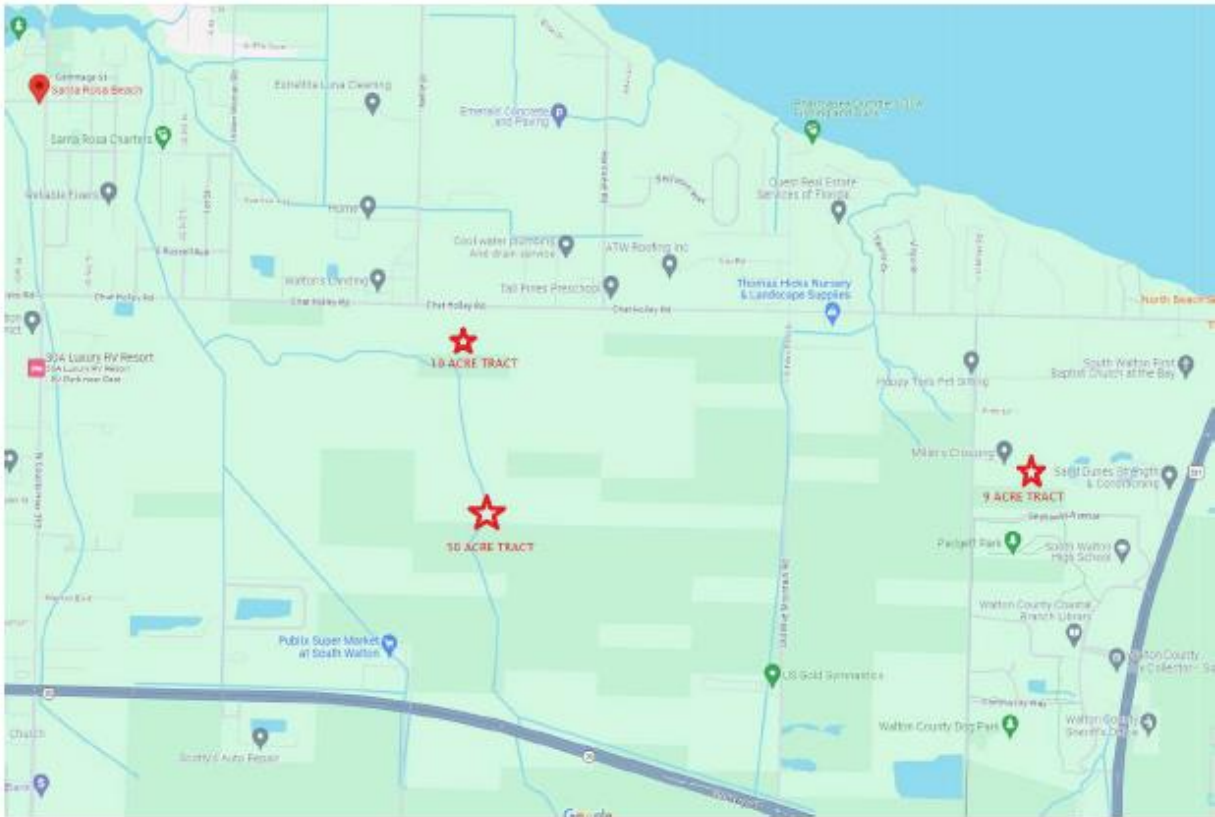
A part of Point Washington State Forest is located within the North Santa Rosa Beach area further restricting the amount of developable land available. Almost 80% of the undeveloped land area between U. S. Highway 98 that is undeveloped and located in Point Washington State Forest.

Most of the new construction in the area is located on Chat Holly Road, J. D. Miller Road, North Nellie Drive, Indian Woman Drive, Harstvedt Road, and North Eden Park Drive.

New residential construction in the neighborhood consists of Walton Landing (townhouses and detached single family residences), Hawks Landing (townhouses), Southern Pines (detached single-family residences), Mosaic Oaks (detached single-family residences), 30 North (detached single family), Harstvedt Plantation (single family residences), Santa Rosa Beach Townhomes (townhouses), The Southern At Santa Road Beach (garden apartments), and Miller's Crossing (townhouses).

The appraiser has provided a good description of the neighborhood in his appraisal, with a detailed description of boundaries, linkages and near-by uses.

The maps on the following pages depict all three parcels:



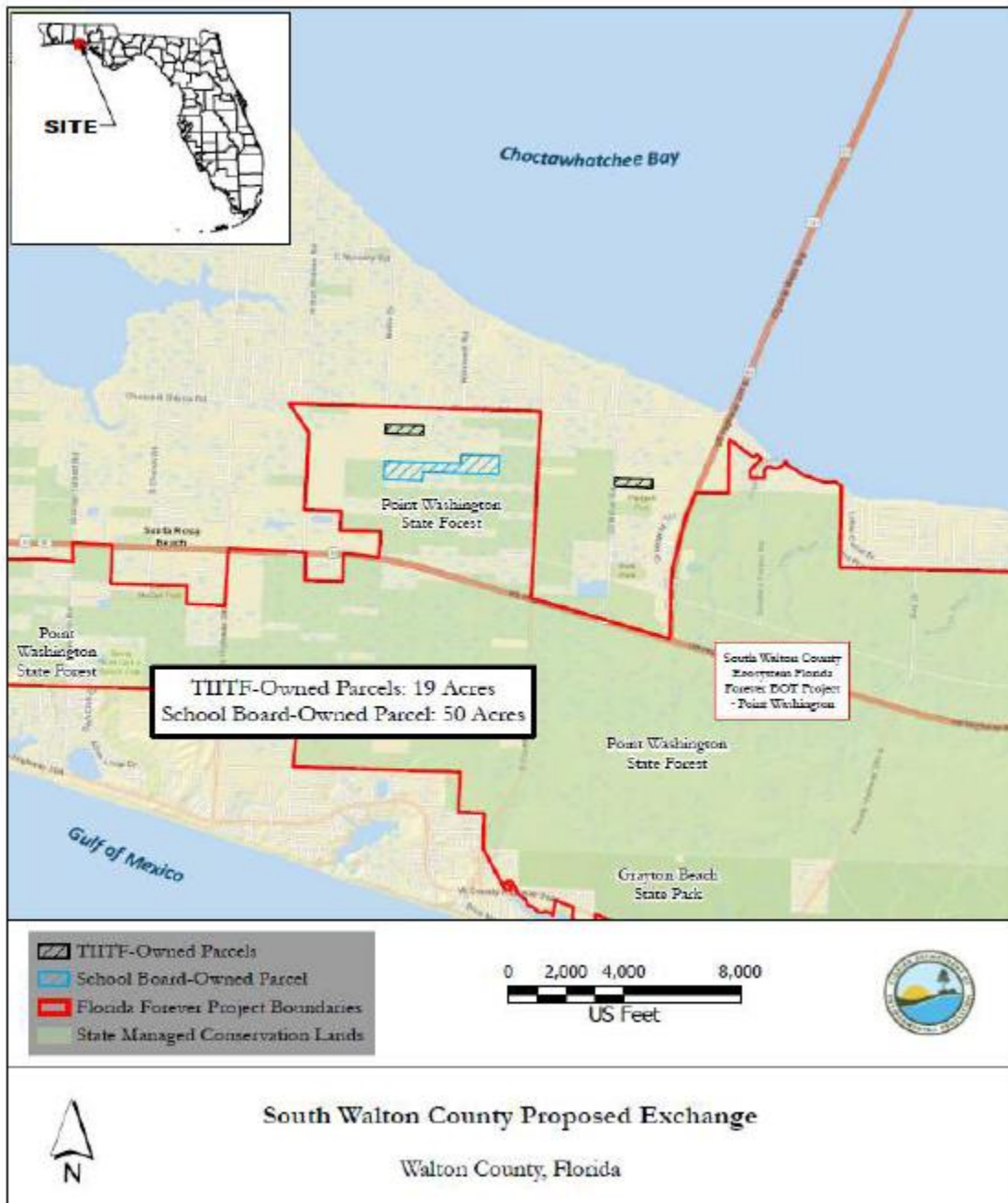
NEIGHBORHOOD MAP WHICH ENCOMPASSES PART OF NORTH SANTA ROSA BEACH
SUBJECT TRACTS ARE SHOWN

MEMORANDUM

Jon Mitchell Penot

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50-ACRE SCHOOL BOARD PARCEL

BRIEF DESCRIPTION OF PROPERTY

The property comprises 50 acres of wooded land in North Santa Rosa Beach, located in Walton County between the Choctawhatchee Bay on the north, U. S. Highway 98 on the south and U. S. Highway 331 on the east, in a high growth area.

OWNER OF RECORD

School Board of Walton County
145 Park Avenue
Defuniak Springs, Florida 32435

PRIOR SALES PAST FIVE YEARS/CURRENT LISTING HISTORY

The subject property and other land was purchased for \$3,300,000 in December of 2020. There is no current listing of the parcel and other than this possible exchange, no known offers to purchase.

SITE DESCRIPTION

The property comprises 50 acres, subject to a survey. The tract generally lies north of U. S. Highway 98, south of Choctawhatchee Bay, east of County Road 393, and west of U. S. Highway 331. Chat Holly Road from the northern extent of the area and is located a few hundred feet north of the subject tract. Chat Holly Road consists of developed and undeveloped commercial and residential properties. There is considerable building activity in the area.

Public forest lands (Point Washington State Forest) bind the west, south and east boundaries of the property. A gated access point is located south of the Chat Holly Road and Nellie Road intersection. Santa Rosa Plantation Subdivision generally consists of uniform lots, blocks and roadway easements laid out in a 90-degree compass rose alignment. The individual lots typically comprise approximately 9.75 to 10 acres in size. North to south road easements or right of ways are located on the same geodetic axes. Nellie Drive breaks the continuity of a common border among the individual lots. The property has been actively managed as pine plantation silviculture in various stages of timber production. Because the property lies within the floodplain, the pines were planted on beds and there are various drainage ditches running through the property.

There are currently no utilities to the property. As part of the extension and paving of Nellie Drive, The appraiser has confirmed with at Regional Utilities that they will provide sewer and water lines along Nellie Drive concurrent with the paving of Nellie Drive Extension. Choctawhatchee Electric Cooperative will provide electrical lines along Nellie Drive Extension.

MEMORANDUM

Jon Mitchell Penot

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The property currently carries the zoning classification of Conservation. The zoning designation is usually given to state or county owned lands and private lands subject to a conservation easement. Within the neighborhood, most all lands owned by the State of Florida or Walton County are zoned Conservation. Residential and commercial development are not allowed in conservation zoning. Primary uses are state forests, state parks and recreational areas, county parks, timber lands, and recreational lands. The appraisal reflects the hypothetical condition that if the property were not owned by a public entity, the zoning would be consistent with private-sector tracts in the immediate area, similar to the subject tract.

The appraiser has provided a good description of the site and the improvements in his appraisal.

EASEMENTS, RESERVATIONS AND RESTRICTIONS

There are no known noted easements, reservations or restrictions that would adversely affect the use of the property.

ASSESSMENT INFORMATION

The following table reflects the assessment information for the subject parcel:

<u>Tax Identification Numbers</u>	<u>Acres</u>	<u>Taxable Value</u>	<u>2022 Taxes Paid</u>
25-25-20-33190-000-0270	70.00	\$684,050	The Property Is Tax Exempt

It is noted that the property is part of a 70-acre parcel.

MAPS, PHOTOS AND EXHIBITS

Photos of the subject tract follow on the next two pages.

MEMORANDUM

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VIEW OF CHAT HOLLY ROAD LOOKING EAST
SUBJECT PROPERTY ON RIGHT



VIEW TAKEN FROM CHAT HOLLY ROAD LOOKING SOUTH
THIS IS THE TRAIL ROAD PART OF NELLIE DRIVE
PAVING AND UTILITIES WILL BE COMPLETED TO U. S. HIGHWAY 98 IN 2025

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Jon Mitchell Penot
December 7, 2023
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TYPICAL INTERIOR PHOTO



ANOTHER TYPICAL INTERIOR PHOTO

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HIGHEST AND BEST USE

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

Mr. Carlton concluded that the highest and best use of the tract is to improve the property with single-family residences or townhouses, clustering where necessary.

Given the location of the tract and the considerable amount of development in the area, this is a reasonable conclusion.

VALUATION

For tracts with a highest and best use of residential, the most applicable approach is the Direct Sales Comparison Approach. This approach has as its premise a direct comparison of the subject property with recent sales of similar tracts in the area.

Mr. Carlton analyzed three private-sector sales and two government sales. Despite the fact that two of the sales were purchased by governmental bodies, these sales were based on appraisals of the tracts and the final consideration paid was deemed to be the same as what would have been paid by the private sector. Regardless, per State requirements, the private sector sales were analyzed separately from the government sales. The five sales ranged in sales price from \$2,050,000 to \$9,900,000. The adjusted price per acre ranged from approximately \$38,000 to approximately \$150,000 per acre. Placing most weight on the most comparable sales, Mr. Carlton correlated to \$40,000 per acre. When this figure was applied to the subject's 50 acres, a value of \$2,000,000 resulted.

Mr. Carlton's conclusion is reasonable and is well supported. His sales share the same highest and best use as the subject.

MEMORANDUM

Jon Mitchell Penot

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9-ACRE TIITF PARCEL

BRIEF DESCRIPTION OF PROPERTY

The property comprises 9 acres of wooded land in North Santa Rosa Beach, located in Walton County between the Choctawhatchee Bay on the north, U. S. Highway 98 on the south and U. S. Highway 331 on the east, in a high growth area.

OWNER OF RECORD

TIITF/AG-FORESTRY AND GFWFC

Topsail Hill/Point Washington

3900 Commonwealth Blvd

Tallahassee, Florida 32399

PRIOR SALES PAST FIVE YEARS/CURRENT LISTING HISTORY

The subject property and other land was purchased by the State in 1992. There is no current listing of the parcel, and other than this possible exchange, no known offers to purchase.

SITE DESCRIPTION

The property is located approximately 2,280 feet south of Chat Holly Road and 125 feet north of Seahawks Avenue, which provides rear access to South Walton High School. in the North Santa Rosa Beach Community.

Access is provided by J.D. Miller Road, a county paved road. Approximately 33% of the property is located within wetland areas. The tract is rectangular shaped and, from scaling Walton County Property Appraiser Maps, has approximate dimensions of 300 feet x 1,300 feet and contains approximately nine acres.

The property carries the zoning classification of Conservation. The zoning designation is usually given to state or county owned lands and private lands subject to a conservation easement. Within the neighborhood, most all lands owned by the State of Florida or Walton County are zoned Conservation. Residential and commercial development are not allowed in conservation zoning. Primary uses are state forests, state parks and recreational areas, county parks, timber lands, and recreational lands.

The property has been appraised based upon its highest and best use as supported by surrounding private sector zoning, which is Village Mixed Use and Town Center One, allowing up to 12 residential units per acre.

The appraiser has provided a good description of the site in his appraisal.

MEMORANDUM

Jon Mitchell Penot

December 7, 2023

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EASEMENTS, RESERVATIONS AND RESTRICTIONS

There are no known noted easements, reservations or restrictions that would adversely affect the use of the property.

ASSESSMENT INFORMATION

The following table reflects the assessment information for the subject parcel:

<u>Tax Identification Numbers</u>	<u>Acres</u>	<u>Taxable Value</u>	<u>2022 Taxes Paid</u>
30-25-19-24000-010-0000	234.68	\$1,875,820	The Property Is Tax Exempt

It is noted that the property is part of a 234.68-acre parcel.

MAPS, PHOTOS AND EXHIBITS

Photos of the tract are on the following page.

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J. D. MILLER ROAD LOOKING NORTH



VIEW OF PROPERTY TAKEN FROM J. D. MILLER ROAD

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HIGHEST AND BEST USE

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

Mr. Carlton concluded that the highest and best use of the tract is to develop it in accordance with what is consistent with the private-sector tracts in the area. This would reflect residential development up to 12 units per acre.

Given the location of the tract and the considerable amount of development in the area, this is a reasonable conclusion.

VALUATION

For tracts with a highest and best use of residential, the most applicable approach is the Direct Sales Comparison Approach. This approach has as its premise a direct comparison of the subject property with recent sales of similar tracts in the area.

Mr. Carlton analyzed four private-sector sales. The sales ranged in sales price from \$850,000 to \$3,800,000. The adjusted price per acre ranged from approximately \$62,000 to approximately \$150,000 per acre. Placing most weight on the most comparable sales, Mr. Carlton correlated to \$100,000 per acre. When this figure was applied to the subject's 9 acres, a value of \$900,000 resulted.

Mr. Carlton's conclusion is reasonable and is well supported. His sales share the same highest and best use as the subject.

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Jon Mitchell Penot

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10-ACRE TIITF PARCEL

BRIEF DESCRIPTION OF PROPERTY

The property comprises 9 acres of wooded land in North Santa Rosa Beach, located in Walton County between the Choctawhatchee Bay on the north, U. S. Highway 98 on the south and U. S. Highway 331 on the east, in a high growth area.

OWNER OF RECORD

TIITF/AG-FORESTRY AND GFWFC

Topsail Hill/Point Washington

3900 Commonwealth Blvd

Tallahassee, Florida 32399

PRIOR SALES PAST FIVE YEARS/CURRENT LISTING HISTORY

The subject property and other land was purchased by the State in 1992. There is no current listing of the parcel and other than this possible exchange, no known offers to purchase.

SITE DESCRIPTION

The property comprises 10 acres, subject to a survey. The tract generally lies north of U. S. Highway 98, south of Choctawhatchee Bay, east of County Road 393, and west of U. S. Highway 331. Chat Holly Road from the northern extent of the area and is located a few hundred feet north of the subject lot. Chat Holly Road consists of developed and undeveloped commercial and residential properties. There is a lot of building activity in the area.

Public forest lands (Point Washington State Forest) bind the west, south and east boundaries of the property. A gated access point is located south of the Chat Holly Road and Nellie Road intersection. Santa Rosa Plantation Subdivision generally consists of uniform lots, blocks and roadway easements laid out in a 90-degree compass rose alignment. The individual lots typically comprise approximately 9.75 to 10 acres in size. North to south road easements or right of ways are located on the same geodetic axes. Nellie Drive breaks the continuity of a common border among the individual lots. The property has been actively managed as pine plantation silviculture in various stages of timber production. Because the property lies within the floodplain, the pines were planted on beds and there are various drainage ditches running through the property.

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There are currently no utilities to the property. As part of the extension and paving of Nellie Drive, The appraiser has confirmed with at Regional Utilities is that they will provide sewer and water lines along Nellie Drive concurrent with the paving of Nellie Drive Extension. Choctawhatchee Electric Cooperative will provide electrical lines along Nellie Drive Extension.

Access is by a public easement or dedicated right of way from Chat Holly Road that is currently a trail road on Nellie Drive (not named at this time). There is a locked gate at the intersection of Chat Holley Road. The subject property fronts on Nellie Drive, again, a trail road at this time. Nellie Drive will be paved from Chat Holley Road south to U. S. Highway 98. Funding is already in place for the project (\$3,200,000) and the project is currently in the design phase with 60% of the design work having been completed. Road construction will start in 2024 and the project is expected to be completed in early 2025.

The tract is irregular in shape and has approximate dimensions of 330 feet (on what will become paved South Nellie Drive) x 1,320 feet, containing approximately 10 acres.

The property carries the zoning classification of Conservation. The zoning designation is usually given to state or county owned lands and private lands subject to a conservation easement. Within the neighborhood, most all lands owned by the State of Florida or Walton County are zoned Conservation. Residential and commercial development are not allowed in conservation zoning. Primary uses are state forests, state parks and recreational areas, county parks, timber lands, and recreational lands. The property has been appraised based upon its highest and best use as supported by surrounding private sector zoning, which is Conservation Residential, allowing two units per acre.

The appraiser has provided a good description of the site in his appraisal.

EASEMENTS, RESERVATIONS AND RESTRICTIONS

There are no known noted easements, reservations or restrictions that would adversely affect the use of the property.

ASSESSMENT INFORMATION

The following table reflects the assessment information for the subject parcel:

<u>Tax Identification Numbers</u>	<u>Acres</u>	<u>Taxable Value</u>	<u>2022 Taxes Paid</u>
25-25-20-33190-000-0020	302.00	\$2,244,914	The Property Is Tax Exempt

It is noted that the property is part of a 302-acre parcel.

MAPS, PHOTOS AND EXHIBITS

Photos of the tract are on the following page.



TYPICAL VIEW FOR 10 ACRE TRACT
NELLIE DRIVE WILL BE CONSTRUCTED WHERE THE TRAIL ROAD IS LOCATED



ANOTHER TYPICAL VIEW FOR 10 ACRE TRACT

MEMORANDUM

Jon Mitchell Penot

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HIGHEST AND BEST USE

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

Mr. Carlton concluded that the highest and best use of the tract as vacant is to develop the tract in accordance with what is consistent with the private-sector tracts in the area. This would be Conservation Residential, allowing development of up to two units per acre.

Given the location of the tract and the considerable amount of development in the area, this is a reasonable conclusion.

VALUATION

For tracts with a highest and best use of residential, the most applicable approach is the Direct Sales Comparison Approach. This approach has as its premise a direct comparison of the subject property with recent sales of similar tracts in the area.

Mr. Carlton analyzed three private-sector sales and two government sales. Despite the fact that two of the sales were purchased by governmental bodies, these sales were based on appraisals of the tracts and the final consideration paid was deemed to be the same as what would have been paid by the private sector. Regardless, per State requirements, the private sector sales were analyzed separately from the government sales. The five sales ranged in sales price from \$300,000 to \$2,500,000. The adjusted price per acre ranged from approximately \$34,000 to approximately \$62,000 per acre. Placing most weight on the most comparable sales, Mr. Carlton correlated to \$38,650 per acre. When this figure was applied to the subject's 10 acres, a value of \$386,500 resulted.

Mr. Carlton's conclusion is reasonable and is well supported. His sales share the same highest and best use as the subject.

REVIEWER'S COMMENTS

Mr. Carlton considered ten total sales in the valuation of the three parcels. Eight of the sales were private sector sales, while the remaining two were governmental sales. All ten sales are considered to be reliable indicators of the values of the tracts. The sales have similar uses to what the ultimate uses of the subject tracts would be if owned by the private sector.

MEMORANDUM

Jon Mitchell Penot

December 7, 2023

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

- **Completeness:** The appraisal report satisfies the requirements of the Supplemental Appraisal Standards for the Board of Trustees and the Uniform Standards of Professional Appraisal Practice. The scope of my review did not require that I conclude any opinions of value.
- **Accuracy:** Overall, the report meets the general requirements described in the appraisal instructions specific to the assignment and accurately reflects the assignment conditions. The math and analysis contained within the report under review is accurate. The report accurately discuss the approaches to value used, and those not used. The valuation methodologies used are appropriate and correctly applied.
- **Adequacy:** The work presented in the appraisal report meets the minimum requirements for its intended use. Following the stated scope of work in the appraisal, and in compliance with the Supplemental Appraisal Standards for the Board of Trustees (March 2016), the documentation, verification, information, data, support and analysis in the report is adequate and meets minimum requirements.
- **Relevance:** Overall, the appraisal report contains significant data and reasonable analysis that is appropriate and relevant to the conclusions and opinions. The Sales Comparison Approach was relevant and applicable in the appraisal report, as it mirrors the thinking of buyers and sellers in the marketplace. Qualitative analysis of the subject and sales was used in the appraisal, in which the appraiser relied upon logical reasoning to differentiate the magnitude of a positive or negative adjustment in areas which required adjustment. The appraiser did not consider the Cost nor Income approach to value, as they were not considered relevant to the valuation of the property.
- **Reasonableness:** The data, analyses, conclusions, and opinions of value in the report are considered reasonable and adequately supported overall.

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

Therefore, it is my opinion that the appraisal meets the requirements of the Supplemental Appraisal Standards for Board of Trustees, revised March 2016 and the Uniform Standards of Professional Appraisal Practice (2021-2022), extended to December 31, 2023.

THE REVIEWER APPROVES THE APPRAISAL REPORT

CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- I have performed no services, as an appraiser or in any other capacity, regarding the subject of the work under review within the three-year period immediately preceding the agreement to perform this assignment.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have the knowledge of the assignment and the competency to determine the market value of the property assigned. I hold the MAI and AI-GRS review designations of the Appraisal Institute. I am certified in the State of Florida.
- I have made a personal inspection of the subject of the work under review.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I **have** completed the continuing education program for Designated Members of the Appraisal Institute. I am certified under this program through December 2023. The review is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The appraisal reviewed is in substantial compliance with USPAP, and SASBOT, as well as Rule 18-1.006, Florida Administrative Code (FAC).



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

December 7, 2023
Date



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER WILTON SIMPSON

September 5, 2023

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

Subject: Proposed Walton County School District Land Exchange – Point Washington State Forest (PWSF)

Ms. DeHaven:

The Florida Forest Service (FFS) and the Walton County School District (applicant) are proposing a land exchange involving PWSF in Walton County as identified on the attached map. FFS desires to obtain the estimated 50 acres in exchange for the estimated 19 acres. The subject 19 acres are managed by the FFS under Lease Agreement 3972. This land exchange will be mutually beneficial to both parties, allow the FFS to better serve the public, and improve management efficiencies for PWSF.

Should there be a need for further assistance, please contact Alan Davis at Alan.Davis@FDACS.gov or 850-681-5816.

Sincerely,

Rick Dolan, Director
Florida Forest Service