


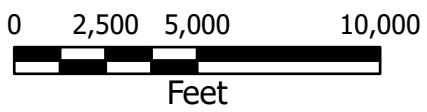


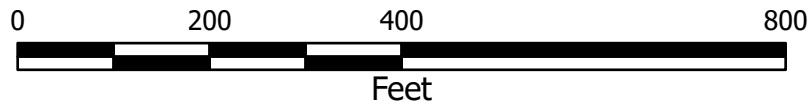
-  BOT Ownership Parcel
-  Church Ownership Parcel
-  State Managed Conservation Lands



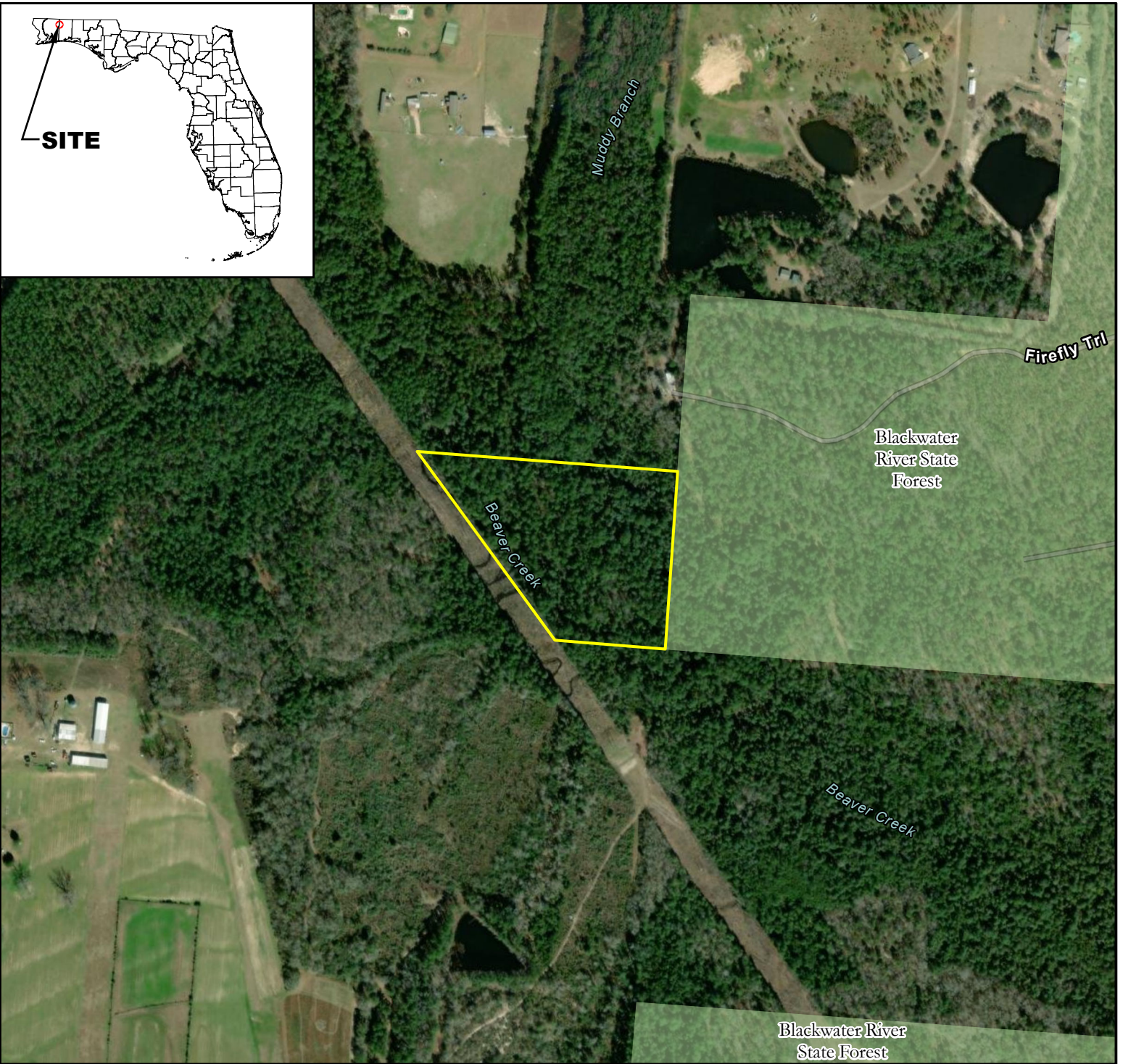
Blackwater River State Forest - Exchange
 Owner: Carolyn Bermes/BOT
 Okaloosa & Santa Rosa Counties, Florida



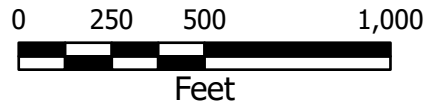
 Subject Parcel



Blackwater River State Forest - Exchange
Owner: BOT
Santa Rosa County, Florida



 Subject Parcel
 State Managed Conservation Lands



Blackwater River State Forest - Exchange
 Owner: Carolyn Bermes (Blackwater Baptist Church)
 Okaloosa County, Florida

Project : Bermes/BOT/USDA Exchange

Approved for Agenda
Purposes Only

By: [Signature] (Form Revised 08/19/10)
DEP Attorney BLA-104

Date: 1/18/2024

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT ("Agreement") is made this ___ day of _____ 20___, between, CAROLYN L. BERMES, (hereinafter "First Party"), whose address is 153 McArthur Street, Crestview, Florida 32539, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, (hereinafter "Second Party"), whose address is 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000; and the UNITED STATES OF AMERICA, acting by and through the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, (hereinafter "Forest Service"), whose address is 1720 Peachtree Road, NW, Atlanta, Georgia 30309. The Second Party's agent in all matters shall be the Division of State Lands of the State of Florida Department of Environmental Protection ("DSL"). The United States of America's agent in all matters shall be the USDAFS Southern Region. First Party, Second Party, and Forest Service are collectively the "Parties." This Exchange and Donation Agreement shall hereinafter be referenced as "Agreement."

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 Okaloosa 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 Santa Rosa County, Florida, more fully described in Exhibit B ("Parcel Two").

Title on a portion of Parcel Two contains a reversionary interest in favor of the United States of America. One intent of this land exchange is to transfer this reversion from Parcel Two onto Parcel One. Thus, First Party will convey Parcel One to Second Party subject to a reservation requiring that Parcel One be used for public purposes and, if at any time said land ceases to be so used, Parcel One shall immediately revert to and become re-vested to First Party. First Party agrees to then convey its retained reversionary interest in Parcel One to Forest Service. Forest Service agrees to relinquish by Quitclaim Deed its reversionary interest in Parcel Two to First Party.

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 TWENTY SIX THOUSAND AND NO/100 DOLLARS (\$26,000.00).

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 TWENTY NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00).

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, the Parties shall execute their respective deeds of conveyance as follows:

7.A. CONVEYANCE OF PARCEL ONE. 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 that First Party shall reserve unto itself, its successors, heirs, and assigns a reversionary interest that Parcel One shall be used for public purposes, and if at any time said land ceases to be so used, Parcel One shall immediately revert to and become re-vested to First Party; also except those that are acceptable encumbrances in the opinion of Second Party and Forest Service and except those that do not impair the marketability of the title to Parcel One.

7.B. CONVEYANCE OF PARCEL TWO. 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.

7.C. CONVEYANCE OF REVERSIONARY INTEREST IN PARCEL ONE. First Party shall convey, via separate Statutory Warranty Deed, its reversionary interest in Parcel One to Forest Service.

7.D. CONVEYANCE OF REVERSIONARY INTEREST IN PARCEL TWO. Forest Service shall execute and deliver to First Party a Quitclaim Deed conveying its reversionary interest in Parcel Two to First Party.

7.E. CONVEYANCE OF OIL, GAS, AND MINERAL INTEREST IN PARCEL TWO. First Party shall convey, via separate Quitclaim Deed, 3/4 of their rights, title and interest in the oil, gas and minerals, if any, in Parcel Two to Forest Service. First Party shall also convey, via separate Quitclaim Deed, 1/4 of their rights, title and interest in the oil, gas and minerals, if any, in Parcel Two to Second Party.

7.F. RECORDATION OF DEEDS. After closing, Second Party shall record the deeds in the following sequence:

1. Statutory Warranty Deed for Parcel One from First Party to Second Party
2. Quitclaim Deed for Parcel Two from Second Party to First Party
3. Statutory Warranty Deed for reversionary interest in Parcel One from First Party to Forest Service
4. Quitclaim Deed for reversionary interest in Parcel Two from Forest Service to First Party
5. Quitclaim Deed for 3/4 interest in oil, gas, and mineral interest in Parcel Two, if any, to Forest Service; and then
6. Quitclaim Deed for 1/4 interest in oil, gas, and mineral interest in Parcel Two, if any, to Second Party

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 180 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 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 OCTOBER 21, 2023, 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.

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

Shirley D. Foster

Witness as to Carolyn L. Bermes

FIRST PARTY

Carolyn L. Bermes
Carolyn L. Bermes

Carmon J. Lundy
Witness as to Carolyn L. Bermes

10 November 2023
Date signed by First Party

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 10th day of November, 2023 by Carolyn L. Bermes. 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)

Robin R. White
Notary Public

Robin R. White
(Printed, Typed or Stamped Name of Notary Public)

Commission No. HH 233431

My Commission Expires: 4/10/2026



ROBIN R. WHITE
Commission # HH 233431
Expires April 10, 2026

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: Division Director

Witness as to Callie DeHaven

Witness as to Callie DeHaven

Date signed by Callie DeHaven

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, Division Director, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

BY FOREST SERVICE

UNITED STATES DEPARTMENT OF
AGRICULTURE, FOREST SERVICE, SOUTHERN
REGION (R8)

BY: FDL
NAME: Forrest Decker
AS ITS: Director, Lands, Minerals, and Uses

Karen Postma
Witness as to Forrest Decker

[Signature]
Witness as to Forrest Decker

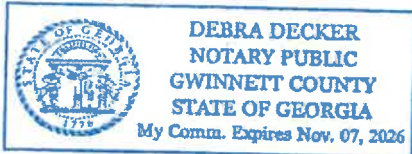
05 JANUARY 2024
Date signed by Forrest Decker

STATE OF GEORGIA)

COUNTY OF Gwinnett)

The foregoing instrument was acknowledged before me this 5th day of January, 2024 by
Forrest Decker, as Director of Lands, Minerals, and Uses, of USDA Forest Service, who is personally known to me.

(NOTARY PUBLIC SEAL)



Debra Decker
Notary Public
Debra Decker
(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: 11.07.2026

EXHIBIT A
(Parcel One)

The South ½ of the Southeast ¼ of the Southwest ¼, Section 18, Township 4 North, Range 25 West, Okaloosa County, Florida, lying East of a 100 foot wide right of way easement.

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

Gary Tew Digitally signed by Gary Tew
Date: 2023.11.06 12:01:42
-05'00'

EXHIBIT B
(Parcel Two)

Commencing at the Northeast corner of Section 18, Township 4 North, Range 26 West, Santa Rosa County, Florida; thence South with East boundary line of said Section 1191 feet and eight inches; thence South 31° 50' West, 368 feet to the Northeast corner of Southern Bell Telephone and Telegraph Company lot; thence continue South 31° 50' West, 150 feet to Southeast corner of said Lot; thence North 63° 0' West, 739 feet to the Point of Beginning; thence South 30° 0' West, 292.2 feet to Southeast Corner of Church Lot; thence North 60° 0' West, 226 feet; thence North 30° 0' East, 385 feet; thence South 60° 0' East, 226 feet; thence South 30° 0' West, 92.8 feet to the Point of Beginning, being in the Southeast one quarter of the Northeast one quarter of Section 18, Township 4 North, Range 26 West.

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

RSM *May 2023*

DATE: REV: November 6, 2023

ADDENDUM
DISCLOSURE STATEMENT
(INDIVIDUAL)

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

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

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
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NONE

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: (if non-applicable, please indicate "None" or "Non-Applicable")

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

Carolyn L. Berones



**Florida Department of Environmental Protection
 Division of State Lands
 Bureau of Appraisal
 Appraisal Approval Checklist**

MEMORANDUM

To: Diane McKenzie, GOCIII, BRES, DSL
 FROM: Stephanie Baker, Senior Appraiser, Bureau of Appraisal
 SUBJECT: Appraisal Approval Memorandum
 DATE: April 13, 2023

Project Name: Blackwater River State Forest-Exchange
 BA File Number: 23-8510 and 23-5811 County: Okaloosa and Santa Rosa
 Appraiser: Joel J. Asmar, MAI Date of Value: March 22, 2023

Check: Yes, No, or N/A. If no, explain whether acceptable or not above signature on next page.

- Yes No N/A The correct owner names are appraised.
- Yes No N/A The correct parcel numbers are appraised.
- Yes No N/A The client is correctly identified.
- Yes No N/A The date of value is correct and consistent with the reconciliation section.
- Yes No N/A Special assumptions are acceptable.
- Yes No N/A Special assumptions are stated in the letter of transmittal, summary of salient facts and with the reconciliation.
- Yes No N/A Value conclusions of each approach are consistent with those in the reconciliation and the executive summary.
- Yes No N/A The letter of transmittal and the certification(s) have been signed by the appropriate persons.
- Yes No N/A The personal inspection statement is accurate.
- Yes No N/A Definition of value is appropriate.
- Yes No N/A Statement included that appraisal conforms to USPAP.
- Yes No N/A Statement included that appraisal conforms to the Supplemental Appraisal Standards for the Board of Trustees.
- Yes No N/A Appraisal checklist included.
- Yes No N/A Owner contact letter or notification included.
- Yes No N/A Report type consistent with task assignment.
- Yes No N/A Parcels are appraised with or without access, as applicable.
- Yes No N/A Parcels are appraised recognizing outstanding oil, gas and mineral interests.
- Yes No N/A Compliance with all requirements of task assignment.

Parcel ID	Owner	Land Size	Appraised Value	Approved Value
18-4N-25-0000-0013-0000 (portion of)	Carolyn Louise Bermes	10.47 acres	\$26,000	\$26,000
18-4N-26-0000-00100-0000 (portion of)	Board of Trustees	2.24 acres	\$29,000	\$29,000

I recommend approval of the appraisal report and the appraised value.

Stephanie Baker

Signature (Staff Appraiser)¹

4/13/2023

Date

The report and value are approved.

Jay Scott

Signature (Chief Appraiser)¹

4/13/2023

Date

¹The signing of this form is not to be construed as a USPAP Standard 3 review of the appraisal(s).

ASMAR APPRAISAL COMPANY, INC.



Joel J. Asmar, MAI
State-Certified General
Real Estate Appraiser RZ1565

APPRAISERS · CONSULTANTS

254 LE STARBOARD DRIVE
PENSACOLA BEACH, FLORIDA 32561
joel@asmarappraisal.com

Telephone (850) 433-7631

September 19, 2023

Stephanie Baker
Bureau of Appraisal
Division of State Lands
Department of Environmental Protection
3900 Commonwealth Boulevard, MS 110
Tallahassee, FL 32399-3000

Re: **Appraisal of
Blackwater River Bermes Exchange
Parcel BOT – TITF Ownership
Santa Rosa County, Florida
B/A File No. 23-8511
AAC Job No. 23-2611b**

Dear Ms. Baker:

Per the terms of my engagement, I have made a recent inspection of the referenced property for the purpose of estimating the market value of the fee simple ownership interest as of a current date. Based on the information provided, my inspection and valuation analysis, it is my opinion that the market value of the underlying site, as of the recent date of March 22, 2023, is:

**MARKET VALUE OPINION – FEE SIMPLE INTEREST
TWENTY-NINE THOUSAND DOLLARS
(\$29,000)**

Please note that this property is improved with a church that was constructed on state owned property with the client requesting only on opinion of the underlying land value be provided. Thus, this appraisal is performed under the hypothetical conditions that the site is undeveloped, non-state owned and is assigned a zoning district consistent with similar nearby private-sector property.

The stated value opinion is based on fee simple ownership rights, subject to only those known infringements cited under the “Special Assumptions and/or Severance of Property Rights” section within this appraisal report.

Stephanie Baker, Bureau of Appraisal

September 19, 2023

This appraisal has been prepared in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA 2016 edition) and with the Code of Professional Ethics of the Appraisal Institute. The report also complies with the Uniform Standards of Professional Appraisal Practice with the exception of the omission of the analysis and discussion of "Marketing Time/Period." In order to comply with UASFLA, this discussion was omitted which required exercising the USPAP's Jurisdictional Exception Rule.

This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation or a specific valuation.

I have the knowledge and competency to determine the market value of the property in this assignment. I have appraised numerous acreage tracts in the Florida panhandle region with many of these assignments performed under UASFLA standards.

I appreciate the opportunity to perform this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



Joel J. Asmar, MAI
State-Certified General
Real Estate Appraiser RZ1565

ASMAR APPRAISAL COMPANY, INC.



Joel J. Asmar, MAI
State-Certified General
Real Estate Appraiser RZ1565

APPRAISERS · CONSULTANTS

254 LE STARBOARD DRIVE
PENSACOLA BEACH, FLORIDA 32561
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September 19, 2023

Stephanie Baker
Bureau of Appraisal
Division of State Lands
Department of Environmental Protection
3900 Commonwealth Boulevard, MS 110
Tallahassee, FL 32399-3000

Re: **Appraisal of
Blackwater River Bermes Exchange
Parcel A – Carolyn Louise Bermes Ownership
Okaloosa County, Florida
B/A File No. 23-8510
AAC Job No. 23-2611a**

Dear Ms. Baker:

Per the terms of my engagement, I have made a recent inspection of the referenced property for the purpose of estimating the market value of the fee simple ownership interest as of a current date. Based on the information provided, my inspection and valuation analysis, it is my opinion that the market value of the property, as of the recent date of March 22, 2023, is:

**MARKET VALUE OPINION – FEE SIMPLE INTEREST
TWENTY-SIX THOUSAND DOLLARS
(\$26,000)**

The stated value opinion is based on fee simple ownership rights, subject to only those known infringements cited under the “Special Assumptions and/or Severance of Property Rights” section within this appraisal report.

This appraisal has been prepared in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA 2016 edition) and with the Code of Professional Ethics of the Appraisal Institute. The report also complies with the Uniform Standards of Professional Appraisal Practice with the exception of the omission of the analysis and discussion of “Marketing Time/Period.” In order to comply with UASFLA, this discussion was omitted which required exercising the USPAP’s Jurisdictional Exception Rule.

Stephanie Baker, Bureau of Appraisal

September 19, 2023

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I appreciate the opportunity to perform this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



Joel J. Asmar, MAI
State-Certified General
Real Estate Appraiser RZ1565



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

November 1, 2022

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

Subject: Proposed Blackwater Baptist Church Land Exchange – Blackwater River State Forest (BRSF)

Dear Ms. DeHaven:

The Florida Forest Service (FFS) and Blackwater Baptist Church (applicant) are proposing a land exchange involving BRSF in Okaloosa and Santa Rosa Counties as identified on the attached maps. Our agency desires to obtain the 10-acre parcel in exchange for the 2-acre parcel. The 2-acre parcel is managed by the FFS under Lease Agreement 3686. This land exchange will be mutually beneficial to both parties, allow the FFS to better serve the public and improve management efficiencies for BRSF.

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

Sincerely,

Erin Albury, Director
Florida Forest Service

EA/ad

Attachment