

**This Instrument Prepared By and
Please Return To:**
Jamie Temples
Tallahassee Title Group, LLC
1407 Piedmont Drive East
Tallahassee, Florida 32308

**WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)**

THIS INDENTURE, made this 16th day of June A.D. 2023, between **THE TRUST FOR PUBLIC LAND, A CALIFORNIA NONPROFIT CORPORATION**, whose address is 306 N. Monroe Street, Tallahassee, FL 32301 grantor, and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in **Santa Rosa County, Florida**, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 31-3N-27-0000-00100-0000, 32-3N-27-0000-00200-0000, 06-2N-27-0000-00100-0000, 08-2N-27-0000-00101-0000, 05-2N-27-0000-00100-0000, 04-2N-27-0000-00500-0000

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

THIS CONVEYANCE is subject to the terms and conditions set forth in Exhibit "B: attached hereto and by this reference made a part hereof.

WHEREAS, the conservation values of the Property are consistent with the goals of the U.S. Forest Service Forest Legacy Program (FLP), and the establishment of this property, known as Wolfe Creek Forest, Paddle Trail Tract, will provide public benefits by: preventing conversion of forest land and forest resources to a non-forest condition; protecting and enhancing water quality and water supplies; protecting wildlife habitat and maintaining habitat connectivity and related values to ensure biodiversity; protecting riparian areas; maintaining and restoring natural ecosystem functions; and maintaining forest sustainability and the cultural and economic vitality of rural communities. The Property will hereby be managed in a manner consistent and in accordance with the Forest Legacy Program and a multi-resource management plan to ensure permanent protection of these public benefits, except that such obligations shall not be construed to limit the Title Holder's ability to implement its statutory mission or meet its responsibilities under Chapter 373, Florida Statutes, consistent with section 373.016; FS.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

**THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO
CHAPTER 201.02(6), FLORIDA STATUTES.**

Signed, sealed and delivered in the presence of:

The Trust For Public Land, a California nonprofit Corporation

[Handwritten Signature]

(Signature of First Witness)

By: *[Handwritten Signature]*
J. Alex Ghio, Senior Counsel

(CORPORATE SEAL)

Catherine A Brown
(Printed, typed or stamped name of First Witness.)

[Handwritten Signature]
(Signature of Second Witness)

Stacy S. Gayhart
(Printed, typed or stamped name of Second witness)

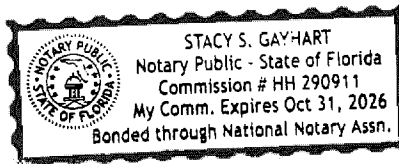
STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13 day of June, 2023, by J. Alex Ghio as Senior Counsel of The Trust for Public Land, a California nonprofit Corporation, on behalf of the corporation. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced current driver's license.
- produced _____ as identification.

(SEAL)

[Handwritten Signature]
Notary Public
[Handwritten Signature]
(Printed, Typed or Stamped Name of Notary Public
Commission No.: HH 290911
My Commission Expires: 10-31-2023



COPY

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N

EXHIBIT "A"

Parcel 1

THE WEST 1/2 OF NORTHEAST 1/4; WEST 1/2 OF SOUTHWEST 1/4; NORTHWEST 1/4 OF SOUTHEAST 1/4; NORTHEAST 1/4 OF SOUTHWEST 1/4; NORTHWEST 1/4; AND SOUTH 1/2 OF SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA.

LESS AND EXCEPT THE PROPERTY CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 4254, PAGE 793, PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

Parcel 2

THE WEST 1/2 OF SOUTHWEST 1/4; AND NORTH 1/2 OF NORTHWEST 1/4; OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA.

LESS AND EXCEPT THE RIGHT OF WAY OF INDIAN FORD ROAD.

ALSO LESS AND EXCEPT THE PROPERTY CONVEYED BY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 4200, PAGE 991, OFFICIAL RECORDS BOOK 4200, PAGE 1005, OFFICIAL RECORDS BOOK 4212, PAGE 1554, OFFICIAL RECORDS BOOK 4218, PAGE 400, OFFICIAL RECORDS BOOK 4225, PAGE 1555 AND OFFICIAL RECORDS BOOK 4248, PAGE 1036, PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

Parcel 3

THE EAST 1/2; NORTH 1/2 OF NORTHWEST 1/4; SOUTHWEST 1/4 OF NORTHWEST 1/4; EAST 1/2 OF SOUTHWEST 1/4; AND SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA.

LESS AND EXCEPT THE RIGHT OF WAY OF MUNSON HIGHWAY.

ALSO LESS AND EXCEPT THE PROPERTY CONVEYED BY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 4198, PAGE 1546, OFFICIAL RECORDS BOOK 4199, PAGE 1151, OFFICIAL RECORDS BOOK 4212, PAGE 1364, OFFICIAL RECORDS BOOK 4212, PAGE 1368, OFFICIAL RECORDS BOOK 4221, PAGE 1384, OFFICIAL RECORDS BOOK 4236, PAGE 1712, OFFICIAL RECORDS BOOK 4253, PAGE 2030, OFFICIAL RECORDS 4287, PAGE 21, OFFICIAL RECORDS BOOK 4292, PAGE 94, OFFICIAL RECORDS BOOK 4302, PAGE 1968, OFFICIAL RECORDS BOOK 4309, PAGE 1138 AND OFFICIAL RECORDS BOOK 4286, PAGE 1123, PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA, LYING NORTH AND WEST OF THE NORTHWESTERLY RIGHT OF WAY LINE OF MUNSON HIGHWAY.

Parcel 4

THE EAST 1/2 OF EAST 1/2 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA.

LESS AND EXCEPT THE RIGHT OF WAY OF MUNSON HIGHWAY.

OPY

LESS AND EXCEPT THE PROPERTY CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 4253, PAGE 2030, PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

ALSO LESS AND EXCEPT A PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE ON THE WEST LINE OF SAID EAST 1/2, N 03°18'18" E, A DISTANCE OF 49.68 FEET; THENCE DEPARTING SAID WEST LINE, S 87°14'35" E, A DISTANCE OF 864.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF MUNSON HIGHWAY (100 FOOT RIGHT OF WAY) SAID POINT BEING ON A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 5779.58 FEET AND A CENTRAL ANGLE OF 00°27'44"; THENCE ON SAID NORTHWESTERLY RIGHT OF WAY LINE AND ON THE ARC OF SAID CURVE, A DISTANCE OF 46.63 FEET SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS S 32°25'28" W, A DISTANCE OF 46.63 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 6, TOWNSHIP 2 NORTH, RANGE 27 WEST; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE AND ON SAID SOUTH LINE, N 87°51'58" W, A DISTANCE OF 842.24 FEET TO THE POINT OF BEGINNING.

Parcel 5

A PORTION OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 27 WEST DESCRIBED AS FOLLOWS: BEGINNING AT A 4" X 4" PLAIN CONCRETE MONUMENT, MARKING THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 88 DEGREES 20 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SECTION 8, FOR A DISTANCE OF 2177.80 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, SAID POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE SOUTH 88 DEGREES 20 MINUTES 08 SECONDS EAST ALONG SAID NORTH LINE OF SECTION 8, FOR A DISTANCE OF 111 FEET MORE OR LESS TO AN INTERSECTION WITH THE CENTERLINE OF COLDWATER CREEK; THENCE MEANDER SOUTHERLY ALONG SAID CENTERLINE OF COLDWATER CREEK, FOR A DISTANCE OF 3401 FEET MORE OR LESS TO A POINT 2646.49 FEET MEASURED PERPENDICULAR TO THE SOUTH FROM THE AFORESAID NORTH LINE OF SECTION 8; THENCE GO NORTH 88 DEGREES 20 MINUTES 08 SECONDS WEST PARALLEL TO THE NORTH LINE OF SECTION 8, FOR A DISTANCE OF 44 FEET MORE OR LESS TO A 1/2" CAPPED IRON ROD, NUMBER 7174, LYING SOUTH 19 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 2839.37 FEET FROM THE AFORESAID POINT "A"; THENCE CONTINUE NORTH 88 DEGREES 20 MINUTES 08 SECONDS WEST PARALLEL TO THE NORTH LINE OF SECTION 8, FOR A DISTANCE OF 3263.88 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 8; THENCE GO NORTH 02 DEGREES 54 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF SECTION 8, FOR A DISTANCE 2647.11 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN A PORTION OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA.

LESS AND EXCEPT THE RIGHT OF WAY OF CABIN LANE.

Parcel 6

THE NORTH 1/2, THE NORTH 1/2 OF THE SOUTH 1/2; THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA.

LESS AND EXCEPT THE RIGHT OF WAY OF STEEL BRIDGE ROAD.

LESS AND EXCEPT THE PROPERTY CONVEYED BY DEEDS RECORDED IN O.R. BOOK 4277, PAGE 1630, O.R. BOOK 4280, PAGE 1372 AND O.R. BOOK 4313, PAGE 1558, PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

UNOFFICIAL

BSM APPROVED

By: J.A. Date: 03/22/2023

COPY



Exhibit "B"

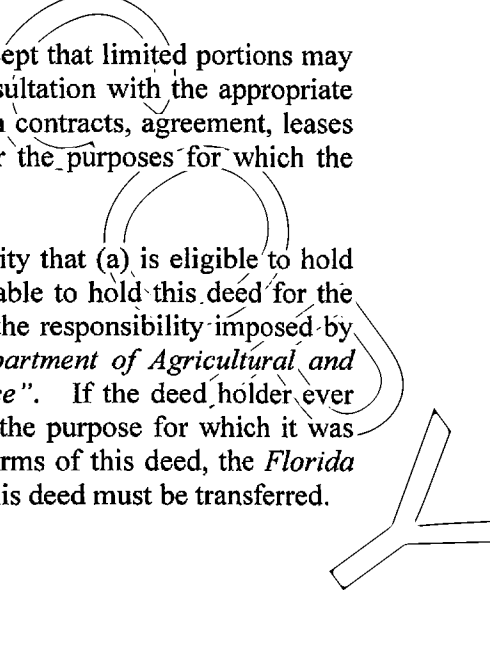
WHEREAS, the Conservation values of the Property are consistent with the goals of the Forest Legacy Program and the establishment of this property, known as Wolfe Creek Forest, Paddle Trail Tract, will provide public benefits by: preventing conversion of forest land and forest resources; protecting and enhancing water quality and water supplies; protecting wildlife habitat and maintaining habitat connectivity and related values to ensure biodiversity; protecting riparian area; maintaining and restoring natural ecosystem functions; and maintaining forest sustainability and the cultural and economic vitality of rural communities. This property will hereby be managed in accordance with a Multi-Resource Management Plan and in a manner consistent with the Forest Legacy Program to ensure permanent protection of these public benefits. This acquisition is authorized by the Cooperative Forestry Assistance Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. § 2101 et seq).

The property will be managed in a manner consistent with the Forest Legacy Program and according to a Multi-Resource Management Plan to ensure long-term sustainability and protection of the forest resources and other conservation values for which the property was acquired. Management activities must consider the long-term viability and health of the ecosystem. There may be no activities or uses of the property which are not compatible with the long-term forest health and sustainability. This limitation includes limitations on activities of short duration that may have long-term impacts such as soil compaction or disturbance of fragile systems.

There will be no surface disturbance of the property other than what is necessary for management activities which are needed for long-term forest health and sustainability. Disturbance must be limited but could include construction of new recreational or forest management roads or trails if such uses were articulated as a purpose of the acquisition, construction or replacement of culverts or construction of structures that are necessary to meet the purposes of the acquisition. There may be limited extraction of sand or gravel for onsite management activities. These activities will be outlined in the Multi-Resource Management Plan. Protection of the forest is the primary purpose of this acquisition any management, structures, disturbance or alteration will be done only if needed for effective protection, management or restoration of the forest.

There will be no conveyance or subdivision of the subject property except that limited portions may be conveyed as part of bona fide boundary dispute resolutions in consultation with the appropriate Court. The holder of the subject property shall not enter into long-term contracts, agreement, leases or easements that could impact the long-term title of this property or the purposes for which the property entered the Forest Legacy Program.

This deed may be transferred or assigned only (i) to a government entity that (a) is eligible to hold this deed under the Forest Legacy Program (FLP), (b) is willing and able to hold this deed for the purpose for which it was created, and (c) expressly agrees to assume the responsibility imposed by the terms of this deed and (ii) with the consent of the *Florida Department of Agricultural and Consumer Services*, herein after referred to the "*Florida Forest Service*". If the deed holder ever ceases to exist, or is no longer willing and able to hold this deed for the purpose for which it was created or carry out the responsibility imposed on the holder by the terms of this deed, the *Florida Forest Service* must identify and select an appropriate entity to which this deed must be transferred.



Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, the owner of the Deed, pursuant to the grant agreement(s) titled "Wolfe Creek Forest" 23-DG-11083112-002 Forest Legacy Program grant awarded to the Florida Forest Service on April 19, 2023

acknowledges that the USDA Forest Service Forest Legacy Program funding for this acquisition is authorized by the Cooperative Forestry Assistance Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. § 2101-et seq), and that the interest acquired cannot be sold, exchanged, or otherwise disposed. Except, however, the USDA Secretary of Agriculture (Secretary) may exercise discretion to consent to such sale, exchange, or disposition upon the Deed Owner's tender of equal valued consideration acceptable to the Secretary and under the requirement that the United States is reimbursed the market value of the interest, proportional to its contribution in the original acquisition, at the time of disposal. The grant agreement is housed in the USDA Forest Service Southern Regional Office at 1720 Peachtree RD NW, Suite 700, Atlanta, Georgia 30309 or in an archival facility per Agency policy.

The United States' proportionate share is not more than 75%, which was determined by dividing the FLP's contribution to the acquisition by the value of the acquisition, at the time it was acquired, and expressing the result as a percentage.

The market value of this fee simple interest or the portion thereof that is disposed shall be the market value of such interest immediately before the disposal as determined by an appraisal that meets the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) and is completed by a certified general appraiser approved by the grant recipient *Florida Forest Service* and the Southern Region Regional Forester or their designee.

The form of the United States' reimbursement under this paragraph (whether it is received in cash or in kind) shall be in the sole and absolute discretion of the Secretary but shall in all events be used for FLP or similar conservation purposes. This fee simple deed shall not be deemed disposed in whole or in part until the United States receives reimbursement as provided in this paragraph.

No inaction or silence by the Secretary shall be construed as approval of a disposal or as an abandonment of this fee simple deed in whole or in part. Any purported disposal executed without the prior written consent of the Secretary will be null and void. The provisions of this paragraph shall survive any partial disposal.

If the deed owner is notified of a proposal to condemn all or any portion of the property subject to this fee simple deed, the Florida Department of Agriculture and Consumer Services, Florida Forest Service and the USDA Forest Service must immediately be notified.