



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

February 1, 2019

Jude Dawson
Environmental Consulting & Technology, Inc.
3701 NW 98th Street
Gainesville, Florida 32606

Re: NATL Phase 1 Project Crossing Various Waterways; Columbia County

Dear Mr. Dawson:

This letter is in response to your e-mail inquiry dated January 30, 2019, requesting a determination of state-owned lands crossing various waterways within Columbia County. The subject site is located within Sections 10 through 12, 15 & 16, Township 4 South, Range 17 East, Sections 4 & 5, Township 3 South, Range 16 East, and Sections 29 through 30, 32 & 33, Township 2 South, Range 16 East.

Review of records on file in the Title and Land Records Section contain insufficient information to determination ownership of the creek crossings located at sites 8 through 21 shown on Fig. 6 Sovereign Lands Map Conceptual Project Phase I of the request. Therefore, we recommend that proprietary authorization that normally applies to state owned lands, not apply to sites 8 through 21. Additionally, we find no state-owned uplands within the project area.

The conclusions stated herein are based on the review of records currently available within the Department of Environmental Protection as supplemented, in some cases, by information furnished by the requesting party and do not constitute a legal opinion of title. A permit from the Department of Environmental Protection and other federal, state and local agencies may be required prior to conducting activities.

If this office can be of any further assistance regarding this determination, please address your questions to Tanja Hinton, Government Operations Consultant II, mail station No. 108 at the above letterhead address, or by telephone at (850) 245-2799.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marcus J. Ashman".

Marcus J. Ashman, PSM, Program Manager
Office of Survey and Mapping
Division of State Lands

MJA/th

F:\TITLE\TANJA\2019 TITLE REQUESTS\1ST QUARTER\COLUMBIA\NATL PHASE 1



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

February 12, 2018

Jude Dawson
Environmental Consulting & Technology, Inc.
3701 NW 98th Street
Gainesville, Florida 32606

RE: Suwannee County Sites

Dear Mr. Fox:

This letter is in response to your recent inquiry requesting a determination of state owned lands in Suwannee County.

Records on file within the Title and Land Records Section indicate that the state holds title to the sovereign lands below the ordinary high water line of Suwannee River at the subject site (Site 1). Work at the site is subject to Easement No. 25049(2288-40 & 61). State also holds title to the lands below the ordinary high water line of Rocky Creek at the subject site (Site 5).

The state has insufficient information to make a determination of ownership of Sites 2-4 and Sites 6 & 7 on the maps provided by your office. Therefore, we recommend that the proprietary requirements that would normally apply to state lands not apply to these areas.

The conclusions stated herein are based on a review of records currently available within the Department of Environmental Protection as supplemented, in some cases, by information furnished by the requesting party and do not constitute a legal opinion of title. A permit from the Department of Environmental Protection and other federal, state and local agencies may be required prior to conducting activities.

Should you have any questions regarding this determination, please contact Donelle White, GOC II, at mail station 108 at the above address or call at (850) 245-2788.

Sincerely,

A handwritten signature in blue ink that reads "Eric Ashman".

FJR
Marcus J. Ashman, PSM, Program Manager
Division of State Lands
Bureau of Survey and Mapping

Attachment: easement

MJA/dw

F:\TITLE\Donelle\2019 1st qtr Jan-Mar\Suwannee\letter to jude dawson @ environmental consulting 2-12-19docx



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

February 11, 2018

Sean Fox
Ecology and Environment Inc.
325 John Knox Road, Building F, Suite 140
Tallahassee, Florida 32303

RE: Suwannee County side of the Suwannee River

Dear Mr. Fox:

This letter is in response to your recent inquiry requesting a determination of state owned lands in Sections 35 & 36, Township 1 South, Range 11 East; Suwannee County.

Records on file within the Title and Land Records Section indicate that the state holds title to the sovereign lands below the ordinary high water line of Suwannee River at the subject site. Work at the site is subject to Easement No. 25049(2288-40 & 61).

The conclusions stated herein are based on a review of records currently available within the Department of Environmental Protection as supplemented, in some cases, by information furnished by the requesting party. Additional records will be reviewed if provided.

Should you have any questions regarding this determination, please contact Donelle White, GOC II, at mail station 108 at the above address or call at (850) 245-2788.

Sincerely,

A handwritten signature in blue ink that reads "Eric Ashman" with "FOR" written below it.

Marcus J. Ashman, PSM, Program Manager
Division of State Lands
Bureau of Survey and Mapping
Attachment: easement

MJA/dw

F:\TITLE\Donelle\2019 1st qtr Jan-Mar\Suwannee\letter to sean suwannee river 2-11-19docx

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
TITLE AND LAND RECORDS SECTION
BOARD OF TRUSTEES LAND DATABASE SYSTEM
WORKSHEET SHORT FORM (FOR INTERNAL DEP USE ONLY)

WORKSHEET ID: 113772
COUNTY: Suwannee, Madison
FILE NUMBER: SUWANNEE RIVER
APPLICANT: SEAN FOX
COMPANY: ECOLOGY AND ENVIRONMENT INC
SITE: SUWANNEE RIVER WHERE IT CROSSES INTERSTATE 10
TYPE OF ACTIVITY: TITLE DETERMINATION, SUBMERGED LANDS DETERMINATION
PROJECT LOCATION: 36 01S 11E
35 01S 11E
AQUATIC PRESERVE: N/A
WATER BODY: SUWANNEE RIVER

DETERMINATION STATEMENT: BASED ON RECORDS WITHIN THE TITLE AND LAND RECORDS SECTION THE STATE HOLDS TITLE TO THE LANDS BELOW THE OHWL OF THE SUWANNEE RIVER AT THE SUBJECT SITE. WORK AT THE SITE IS SUBJECT TO EASEMENT NO. 25049(2288-40 & 61).

LETTER TO SEAN FOX
DW 2/11/19

UPDATING WORKSHEET ADDING MADISON COUNTY INFO
STATE HOLDS TITLE TO THE LANDS RECORDED IN O.R. 1085, PAGE 230 AND THESE LANDS ARE UNDER LEASE 4047.

TO SEAN FOX
DW 2/19/18

PREPARER: WHITE_DJ
DATE APPROVED: 02/19/2019
APPROVED BY: SELLERS_E
WORKSHEET STATUS: Approved

NO. 25049 (2288-40 & 61)

PARCEL NO.
SECTION
STATE ROAD
COUNTY
FAP

111.1
35090 - 2406
8 (I-10)
Madison and Suwannee
I-10-4-(13)222

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

KNOW ALL MEN BY THESE PRESENTS, that whereas, the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION having made application to the State of Florida Board of Trustees of the Internal Improvement Trust Fund for authority to construct and/or improve and maintain a portion of State Road No. 8 upon lands held by said Trustees, as hereinafter described, and said Trustees having considered and approved said application in meeting held on Jan. 20, 1970 .

NOW, THEREFORE, BE IT RESOLVED by the State of Florida Board of Trustees of the Internal Improvement Trust Fund that an easement be hereby granted covering the following described lands, in Madison and Suwannee County, Florida, to-wit:

That part of:

The submerged lands, sandbars, fills, islands and other lands in Suwannee River in Madison and Suwannee Counties, in Section 35, Township 1 South, Range 11 East.

Lying within 200 feet of the survey line of State Road 8 (I-10), Section 35090-2406, said survey line being described as follows:

Begin on the West boundary of said Section 35 at a point 1428.57 feet South from the Northwest corner thereof, run thence South 79°38'30" East 2738.44 feet to the East boundary of the NW 1/4 of said Section 35 at a point 1937.69 feet South from the Northeast corner thereof, and the end of the survey line as herein described.

Containing 2.12 acres, more or less.

and that said easement be granted for public highway purposes as and for right of way for a public State Road under supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION to control, manage, use, develop, police, protect and maintain the same for State Highway purposes only. This easement shall be effective insofar as the interest of the State of Florida Board of Trustees of the Internal Improvement Trust Fund shall extend and is made subject to any and all prior rights of the United States and to any and all prior grants made by the State of Florida Board of Trustees of the Internal Improvement Trust Fund in and to any lands within the limits of the right of way hereinabove described. The rights herein conferred on the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION shall extend to and include its officers, engineers and representatives and to the Federal Government as its interest in said road may appear.

THIS INSTRUMENT WAS PREPARED BY
G. F. POMEROY
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
TALLAHASSEE, FLORIDA

DESCRIPTION APPROVED: JAN 2 1970

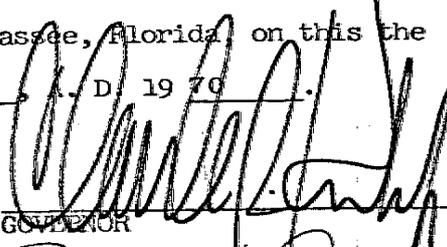
The State of Florida Department of Transportation, in accepting this easement, covenants and agrees to comply with and abide by the provisions and conditions herein and assumes all responsibility and liability and agrees to save the State of Florida Board of Trustees of the Internal Improvement Trust Fund harmless from all claims of damage arising out of this easement.

In the event the land herein described shall cease to be used for public road purposes by the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION then the easement hereby granted covering said land shall revert to the STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND.

IN TESTIMONY WHEREOF, the Trustees, for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 19th day of February, A. D. 1970.

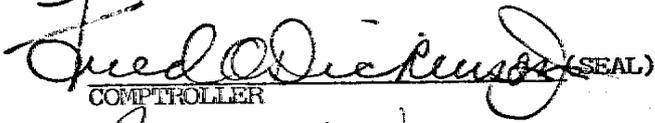
(SEAL)

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

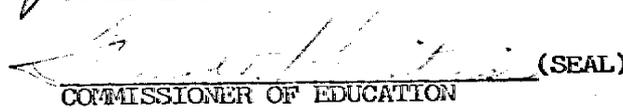

GOVERNOR (SEAL)


SECRETARY OF STATE (SEAL)


ATTORNEY GENERAL (SEAL)


COMPTROLLER (SEAL)


STATE TREASURER (SEAL)


COMMISSIONER OF EDUCATION (SEAL)


COMMISSIONER OF AGRICULTURE (SEAL)

As and composing the State of Florida Board of Trustees of the Internal Improvement Trust Fund

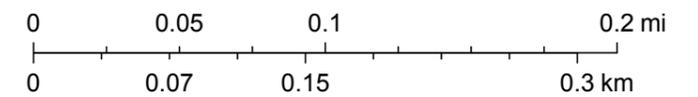
MAP OF EASEMENT



February 11, 2019

-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

1:4,514



Esri, HERE, Garmin, © OpenStreetMap contributors, FDEP, Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Checked for Duplicate Document

DM ID

Document Type: **CURRENT UPLAND LEASE**

#2

Instrument: Parent Lease Amendment to Lease Assign't of Lease

Partial Release Release Easement Use Agree Sublease

Amend to Sublease Assign't of Sublease

Partial Release of Sublease Release of Sublease Other

Lease Number:	4047		
Date:	06-13-2013		
Original County:	MADISON		
Section:	33, 34, 35		
Township:	01S		
Range	11E		
Total Area/Area Unit:	599.45	X Acreage	Square Ft
County Bk/Pg/Type		B	P O
Instrument Number:			

COMMENTS: AMEND #2 TO LEASE #4047

TWIN RIVERS STATE FOREST

DATE PREPPED: 6/20/13 **F. CARD;** **INVENTORY #:** 690884

MAA'D For Rescan & Additional Pgs

SCAN BOX # 681

The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.

Bureau of Public Lands Administration [BPLA]- **2013**
 Upland Mgm't Section Completed Project Worksheet

ILMS/Upland Action I.D.# 19687 | TITLE Worksheet I.D. # _____

Lessee/Grantee: <u>DACS / FFS</u>	
Name of Facility: <u>TWIN RIVERS STATE FOREST</u>	
Number: <u>4047</u>	Suffix: _____
County: <u>MADISON</u>	
Associated #: _____	Previous #: _____
[Related Lease # if applicable]	[Previous # if Applicable]
Copy of Deed Relative To Description of Lands attached to Lease <input checked="" type="checkbox"/> N/A	Copy of Site Assessment for Contaminated Lands <input checked="" type="checkbox"/> N/A

<input type="checkbox"/> Lease	<input type="checkbox"/> Sublease	<input type="checkbox"/> Easement:	<input type="checkbox"/> Use Agreement
<input type="checkbox"/> License Agreement	<input type="checkbox"/> Deed	<input type="checkbox"/> Other	

2

<input type="checkbox"/> Parent:	<input checked="" type="checkbox"/> Amendment:	<input type="checkbox"/> Partial Release:	<input type="checkbox"/> Release:
----------------------------------	--	---	-----------------------------------

Reservation Release:	<input type="checkbox"/> Road R/W	<input type="checkbox"/> Canal	<input type="checkbox"/> Oil/Mineral
Status:	<input checked="" type="checkbox"/> Active	<input type="checkbox"/> Inactive	
Type:	<input checked="" type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Private <input type="checkbox"/> Non-Profit <input type="checkbox"/> University <input type="checkbox"/> Commercial <input type="checkbox"/> Public <input type="checkbox"/> Federal <input type="checkbox"/> Other		

Section:	<u>34</u>
Township:	<u>01 S</u>
Range:	<u>11 E</u>
Acreage: <u>599.45</u>	Term of Lease: <input checked="" type="checkbox"/> 50 <input type="checkbox"/> 99 <input type="checkbox"/> Other

Effective Date: 6/13/2013 | Expiration Date: 9/28/2044

Mgm't Plan Required: <input checked="" type="checkbox"/> [Yes] or No	Mgm't Plan Due: <u>10/15/2014</u> [Date]
--	--

COMMENTS: **RECEIVED**
 JUN 18 2013
 TITLE & LAND RECORDS SURVEY & MAPPING
Sarah Branham
TMU # 690884

Worksheet prepared by: **DAVID FEWELL**

Date: 6/14/2013

ATL1

FDACS CONTRACT #

[599.45] Acres

002491

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

AMENDMENT NUMBER TWO TO LEASE NUMBER 4047
TWIN RIVERS STATE FOREST

THIS LEASE AMENDMENT is entered into this 13th day of June,
2013, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR"
and the STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,
FLORIDA FOREST SERVICE, referred to herein as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds
title to certain lands and property for the use and benefit of the State of
Florida; and

WHEREAS, on September 29, 1994, LESSOR and LESSEE entered into Lease
Number 4047; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to
the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and
agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A"
of Lease Number 4047 is hereby amended to include the real property
described in Exhibit "A," attached hereto, and by reference made a part
hereof.

2. It is understood and agreed by LESSOR and LESSEE that in each and
every respect the terms of the Lease Number 4047, except as amended, shall
remain unchanged and in full force and effect and the same are hereby
ratified, approved and confirmed by LESSOR and LESSEE as of the date of
this amendment.

3. It is understood and agreed by LESSOR and LESSEE that this Amendment
Number 2 to Lease Number 4047 is hereby binding upon the parties hereto and
their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this lease amendment to be executed on the day and year first above written.

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

Dave Fewell
Witness

By: Cheryl McCall (SEAL)
CHERYL C. MCCALL, CHIEF
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

DAVE FEWELL
Print/Type Witness Name

Kathy C Griffin
Witness

"LESSOR"

Kathy C Griffin
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of June, 2013, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Kathy C Griffin
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: [Signature]
DEP Attorney

STATE OF FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES,
FLORIDA FOREST SERVICE

Angelina B. Rains
Witness

By: [Signature] (SEAL)

Angelina B. Rains
Print/Type Witness Name

Alan Edwards
Division of Administration

Mary O. Davis
Witness

Mary O. Davis
Print/Type Witness Name

"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 5th day of June, 2013, by Alan Edwards as Division of Administration, on behalf of Florida Forest Service, State of Florida Department of Agriculture and Consumer Services. He is personally known to me.

[Signature]
Notary Public, State of Florida

KAREN A. MEYER
Print/Type Notary Name



Commission Number: # EE 840234

Commission Expires: 10/20/2016

This Instrument Prepared By and
Please Return To:

Inst:201340032680 Date:3/27/2013 Time:4:27 PM
Doc Stamp-Deed:15032.50
OC, Tim Sanders, Madison County Page 1 of 3 B:1085 P:230

Michael D. Morelly, Esq.
Department of Environmental Protection
3900 Commonwealth Blvd. MS 115
Tallahassee, Florida 32399

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

THIS INDENTURE, made this 25th day of March, A.D. 2013, between **DAMASCUS PEANUT COMPANY**, a Georgia corporation, whose address is, 575 Maxwell Street, Arlington, Georgia 39813, 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 Madison County, Florida, to-wit:

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

Property Appraiser's Parcel Identification Number: 33-1S-11-1584-000-000; 34-1S-11-1586-001-000; and 35-1S-11-1588-001-000

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.

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.

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

Signed, sealed and delivered in
the presence of:

James Cannon
(Signature of first Witness)

James Cannon
(Printed, name of first Witness)

Betty J. Murdock
(Signature of second Witness)

Betty J. Murdock
(Printed, name of second Witness)

DAMASCUS PEANUT COMPANY

By: *Bryan Willis*
BRYAN WILLIS, President

(CORPORATE SEAL)

STATE OF GEORGIA
COUNTY OF Early

The foregoing instrument was acknowledged before me this 25th day of March, 2013, by **BRYAN WILLIS**, as President of and on behalf of **DAMASCUS PEANUT COMPANY**, who is personally known to me, or who produced Damascus Business as identification.

Legeyia Fuller
Notary Public

(Printed, Typed or Stamped Name of Notary Public)

APPROVED AS TO FORM AND LEGALITY

By: _____
DEP ATTORNEY

DATE: _____

**APPROVED AS TO
FORM AND LEGALITY**

APR 6 2013

**BY: MICHAEL D. MORELLY
(DEP ATTORNEY)**

Exhibit "A"
Page 4 of 6 Pages
Amendment Number 2 to Lease No. 4047

EXHIBIT "A"

All that tract or parcel of land situate, lying and being a portion of the Sections 33, 34 and 35, Township 1 South, Range 11 East, Madison County, Florida and being more particularly described as follows:

For a Point of Beginning, begin at a 4"x 4" concrete monument #2392 located at the Southeast corner of the North 1/2 of the Southeast 1/4 of Section 33, Township 1 South, Range 11 East, Madison County, Florida and proceed South 89 degrees 21 minutes 54 seconds West for a distance of 1541.67 feet to an iron pin located on the East right-of-way margin of River Road (40' R/W); thence North 14 degrees 20 minutes 25 seconds East for a distance of 920.44 feet to an iron pin, LB #7091; thence North 15 degrees 46 minutes 50 seconds East for a distance of 332.79 feet to an iron pin, LB #7091; thence North 18 degrees 16 minutes 38 seconds East for a distance of 861.69 feet to an iron pin, LB# 7091; thence South 71 degrees 42 minutes 13 seconds East for a distance of 33.94 feet to an iron pin, LB #7091; thence North 18 degrees 17 minutes 47 seconds East for a distance of 211.09 feet to an iron pin, LB #7091; thence along the arc of a curve to the right for a length of 390.05 feet (said curve having a radius of 2499.49 feet, a chord bearing of North 22 degrees 46 minutes 43 seconds East for a distance of 389.65 feet) to an iron pin, FLA D.O.T.; thence North 27 degrees 17 minutes 36 seconds East 69.38 feet to a point located North 62 degrees 25 minutes 23 seconds West 0.76' from iron pin #2392 witness corner; thence South 62 degrees 25 minutes 23 seconds East for a distance of 199.12 feet to an iron pin LB #2392; thence North 30 degrees 12 minutes 10 seconds East for a distance of 38.94 feet to an iron pin LB #2392; thence North 62 degrees 04 minutes 58 seconds West for a distance of 201.10 feet to a point located North 62 degrees 04 minutes 58 seconds West 1.18 feet from an iron pin LB #2392 witness corner; thence North 27 degrees 17 minutes 36 seconds East for a distance of 379.97 feet to an iron pin, LB #7091; thence North 34 degrees 07 minutes 36 seconds East for a distance of 532.30 feet to an iron pin, LB #7091 located at the intersection of the East right-of-way margin of River Road (Variable Width R/W) and the South right-of-way margin of State Road No. 8 - Interstate 10 (400' R/W); thence South 79 degrees 39 minutes 30 seconds East for a distance of 7391.68 feet to an iron pin, LB #7091; thence South 79 degrees 39 minutes 30 seconds East for a distance of 25.00 feet to the ordinary high water line of Suwannee River; thence along the ordinary high water line for the following bearings and distances: South 22 degrees 20 minutes 38 seconds East for a distance of 282.74 feet; South 28 degrees 39 minutes 05 seconds East for a distance of 702.88 feet; South 40 degrees 29 minutes 55 seconds East for a distance of 611.62 feet; South 42 degrees 33 minutes 37 seconds East for a distance of 274.82 feet; South 25 degrees 30 minutes 24 seconds East for a distance of 128.46 feet; South 14 degrees 02 minutes 37 seconds East for a distance of 82.29 feet; South 42 degrees 02 minutes 37 seconds West for a distance of 178.59 feet; South 57 degrees 52 minutes 08 seconds West for a distance of 1124.88 feet; South 69 degrees 05 minutes 03 seconds West for a distance of 580.11 feet; South 65 degrees 41 minutes 31 seconds West for a distance of 686.21 feet; South 75 degrees 57 minutes 16 seconds West for a distance of 545.24 feet; North 83 degrees 24 minutes 10 seconds West for a distance of 320.82 feet; North 52 degrees 49 minutes 46 seconds West for a distance of 121.47 feet; North 28 degrees 30 minutes 58 seconds West for a distance of 482.95 feet; North 27 degrees 28

Florida's First Magnitude Springs
Damascus Peanut Tract
Madison County

BSM
BY SK
Date: 3.06.2013

minutes 35 seconds West for a distance of 269.26 feet; North 66 degrees 44 minutes 50 seconds West for a distance of 522.84 feet; North 81 degrees 37 minutes 37 seconds West for a distance of 311.45 feet; South 88 degrees 20 minutes 28 seconds West for a distance of 357.39 feet; South 83 degrees 10 minutes 40 seconds West for a distance of 373.36 feet; South 81 degrees 05 minutes 23 seconds West for a distance of 281.54 feet, South 81 degrees 44 minutes 31 seconds West for a distance of 201.12 feet; South 65 degrees 46 minutes 09 seconds West for a distance of 48.85 feet; thence leaving the high water line proceed North 00 degrees 48 minutes 03 seconds West for a distance of 63.39 feet to a 4" x 4" concrete monument #2940; thence North 00 degrees 48 minutes 03 seconds West for a distance of 87.81 feet to a 4" x 4" concrete monument #2940 located at the Southeast corner of the North 1/2 of the Southwest 1/4 of Section 34, Township 1 South, Range 11 East, Madison County, Florida; thence South 89 degrees 06 minutes 27 seconds West for a distance of 2639.99 feet to the POINT OF BEGINNING.

Florida's First Magnitude Springs
Damascus Peanut Tract
Madison County

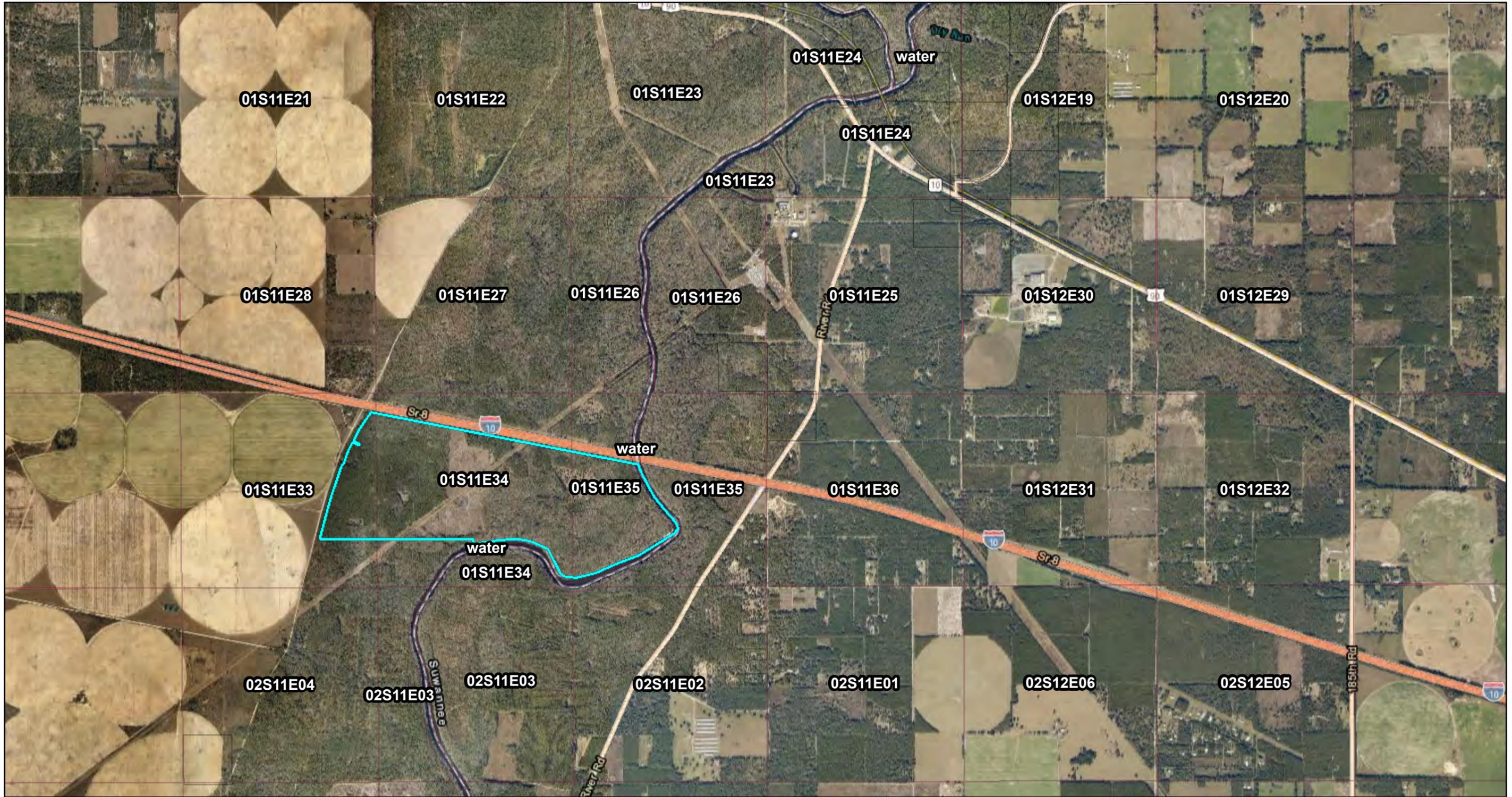
BSM
BY sk
Date: 3.06.2013

Page 2 of 2

Exhibit "A"
Page 6 of 6 Pages
Amendment Number 2 to Lease No. 4047

FPL 038823
20210015-EI

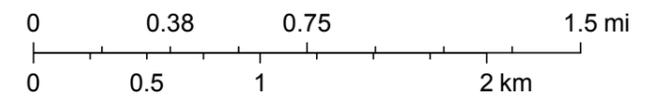
MAP OF CUL



February 19, 2019

- State Land Records (BTLDSR)
- Public Land Survey System 2006

1:36,112



Esri, HERE, Garmin, © OpenStreetMap contributors, FDEP, Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

ADF Cover Sheet

PURSUIT ID #34458

DM ID

Document Type:

Agency Deed File

Original Agency:

FLORIDA FORESTRY SERVICE [434]

BLA Review #:

327340

Facility Name:

FLORIDA FIRST MAGNITUDE SPRINGS

Consideration:

\$10.00

Document Date:

03-25-2013

Reservations / Reverter:

N/N

Original County:

MADISON

Section:

33, 34, 35

Twp:

01S

Rge:

11E

Total Area / Area Unit:

599.45

(A) Acreage

(S) Square Ft

County Book / Page / Type:

MADISON

B: 1085

Pg: 230

O

County Book / Page / Type:

B:

PG:

O

County/Instrument #

MADISON/201340032680

Cost (PI):

\$2,147,457.88

IN FLAIR

Grantor's Name:

DAMASCUS PEANUT COMPANY

Date prepped:

4.29.2013

Tax Id # entered:

√

Inventory #

690884

X MAA'D For Rescan &/or Additional Pgs.

SCAN BOX #

BLA File Cover Page

Pursuit ID # 34458

Fl. Solaris #

BLA Review # 327340

Project Name Florida's First Magnitude Springs

Alias Project Name

Legal Owner Damascus Peanut Company

County Madison

Acres: 599.45

Tax I.D. # 33-1S-11-1584-000-000;
34-1S-11-1586-001-000;
35-1S-11-1588-001-000

Assessed Value: \$2,153,054.62

Purchase Price: \$2,147,457.88

Funding Agency: DSL

Funding Source: Florida Forever

APIS DB Entry Judy Warrick
by: [Name]

COMMENTS: TML # 690884



Florida Department of Environmental Protection

Date

Memorandum

DATE: April 10, 2013

TO: Karen McMillan
Title & Land Records Section
Bureau of Survey & Mapping

FROM: Shereè Butler
Closing Section
Bureau of Land Acquisition

RE: DEED PACKAGE
Project: Florida's First Magnitude Springs
Seller: Damascus Peanut Company
Date Closed: 3/27/2013
FLAIR Acquisition Cost: \$2,147,457.88
Total Acreage: 599.45
County: Madison
Manager: Florida Forest Service
BLA Review #: 327340

RECEIVED

APR 24 2013

TITLE & LAND RECORDS
SURVEY & MAPPING

Attached and listed below are the documents for the above referenced project:

(Bold highlight denote items attached)

Table with 2 columns: Checkmark and Document Description. Includes items like Warranty Deed, Quitclaim Deed, Easement(s), Title Insurance Policy, Survey Review Memo, Warrant Request Memo(s), Executed Settlement Statement, Managing Agency, Closing Notification, and OTHER: FLAIR Request Form.

NOTE: All other documentation was sent over including the original deed on: N/A

Received by: Sarah Branham Date: 4/24/2013
Title and Land Records Section

Please return a signed copy of this memo to BLA Closing Section attention Shereè via Fax 245-2719 or Mail Station 115 as acknowledgement of receipt. Thank you.

SB/

Attachments

cc: Managing Agency, BPLA with Environmental Affidavit and attachments, and Closing Section Project File

**Department of Environmental Protection
FLAIR - Property Record Component (PRC) Land Addition Request Form**

Land Donation Land Acquisition by Other State Agency

Land Acquired through Exchange (Complete also Form DEP 53-002 for Disposition of Parcel.) Other

Submit To: Bureau of Finance and Accounting, Property Accounting Section, MS 75

Submitted by:	Judy Warrick, Closing Supervisor <small>(Printed Name/Title)</small>	<i>Judy Warrick</i> <small>(Signature)</small>	4/12/13 <small>(Date)</small>
	Division of State Lands, Bureau/Section Bureau of Land Acquisition		
Approved by:	Lynda Godfrey, Chief <small>(Printed Name/Title)</small>	<i>Lynda C. Godfrey</i> <small>(Signature)</small>	4-16-13 <small>(Date)</small>
	Division of State Lands, Bureau/Section Bureau of Land Acquisition		

1. Please enter the following transactions to the FLAIR PRC and provide a screen print of FLAIR for verification.
2. The BTLDS Document Management (DM) and Property Inventory (PI) information for this BLA# will be updated to agree with this request.

Explanation of Transaction: Acquisition of this parcel will fill a critical gap in state lands located along the Suwannee River that are designed to protect surface water flow, water recharge, and provide critical greenway linkages.

BLA#	L A	3 2 7 3 4 0	EO (2)	Object Code (6)	Category (6)	County
Organization Code (11)	3 7 1 0 3 1 0 0 0 0 0	EO (2)	N C	5 6 2 0 0 0	0 8 4 1 0 8	Madison
Acquisition Project Name Description (DM) and Acreage (PI) (35)						
F L	1st	M a g n i t u d e	S p r i n g s	5 9 9 . 4 5	a c r e e s	
Acquisition Date (DM) (8) (MM/DD/YYYY)		Seller/Donor (DM) (20)			Project Number (5) (When Applicable)	
0 3 / 2 7 / 2 0 1 3		D a m a s c u s P e a n u t C o m			5 0 1 0 8	
Acquisition Amount (PI) (13)				Cash Boot Received (if Applicable)		
2, 1 4 7, 4 5 7. 8 8				0. 0 0		

3. The most official documents available to support this request are checked below and copies attached.
- | Acreage (PI) | Acquisition Amount (PI) | Acquisition Date (DM) |
|---|--|---|
| <input checked="" type="checkbox"/> BSM Memo or Waiver Memo | <input checked="" type="checkbox"/> Closing Statement/Sales Contract | <input checked="" type="checkbox"/> Closing Statement |
| <input type="checkbox"/> Survey | <input type="checkbox"/> Voucher | <input type="checkbox"/> Voucher |
| <input type="checkbox"/> Deed or Court Documents | <input type="checkbox"/> Deed or Court Documents | <input type="checkbox"/> Deed or Court Documents |
| <input type="checkbox"/> DRP Unit Data Record | <input type="checkbox"/> Title Insurance | |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Documentary Stamp Calculation | |
| <input type="checkbox"/> _____ | <input type="checkbox"/> Agenda Item | |
| <input checked="" type="checkbox"/> Deed | <input type="checkbox"/> DRP Unit Data Record | |
| <input type="checkbox"/> Court Documents - OT/SFJ - (Order of Taking/Stipulated Final Judgment) | <input checked="" type="checkbox"/> Other Closing Notification | |

FOR BUREAU OF FINANCE AND ACCOUNTING USE ONLY		Property Doc.
VO.	Receipt Number	ODN.
FLAIR PRC Correction Approved by:		Date:
Correction entered into FLAIR PRC by:		Date:

Additional remarks or explanation (if needed):

CC: Division of State Lands, Bureau of Land Acquisition, Chief (MS 115)
Division of State Lands, Bureau of Survey and Mapping, Title and Land Records Section, (MS 108)



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

MARJORY STONEMAN DOUGLAS BUILDING
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR
HERSCHEL T. VINYARD JR.
SECRETARY

March 22, 2013

The Honorable Jeff Atwater
Chief Financial Officer
The Capitol
Tallahassee, Florida 32399

Re: Request for Warrant

Project Name/Number: *Florida's First Magnitude Springs Florida Forever Project/50108*
County: *Madison*
Tax ID Number: *33-1S-11-1584-000-000; 34-1S-11-1586-001-000; 35-1S-11-1588-001-000*
Legal Description: *Sections 33, 34, 35, Township 1 South, Range 11 East*
Warrant Type: *Other*

Dear Chief Financial Officer:

Pursuant to the Contract for Sale and Purchase, please issue a state warrant in the total amount of \$2,147,457.88 payable to: Davis, Schnitker, Reeves & Browning Trust FEID/SSN # 59-2207374

Seller's Name		Acreage Amount	BLA Review Number
<i>Damascus Peanut Company</i>		599.45	327340
Object Code/Description			
131570 Closing Cost	132620 Title Work	561000 Buildings	563000 Other Structures and Improvements (Infrastructure)
\$343,852.26			520000 Modular Buildings (Mobile Homes)
532100 Easements	533100 Land Use Rights	562000 Land	Total Purchase Amount
		\$1,803,605.62 *	\$2,147,457.88

Funding Agency/Source: *DSL/FF*
Organization/EO Code: *3710-3100-000/NC*
Fund Number: *348014*
Category-Year: *084108/09*
This Wire Transfer is needed by March 27, 2013.

FOR BTLDs

Upon closing of the above purchases, the fee simple title will vest in the Board of Trustees of the Internal Improvement Trust Fund, of the State of Florida.

Sincerely,

Lynda I. Godfrey
Lynda I Godfrey, Chief
Bureau of Land Acquisition
Division of State Lands

Please email Daphne Thomas or Shereè Butler for Warrant Pickup!

JKW/dt

SETTLEMENT STATEMENT

SELLER: Damascus Peanut Company
BUYER: Board of Trustees of the Internal Improvement Fund of the State of Florida
DATE: March 27, 2013
CLOSING AGENT: Davis, Schnitker, Reeves & Browning, P.A.
PROPERTY LOCATION: See Attached Exhibit "A"
FILE NUMBER:

BUYER'S EXPENSES

None

SELLER'S EXPENSES

Documentary stamps on deed of conveyance	\$ 15,032.50
Recording fee for deed of conveyance	44.00
Title search and owner's title insurance policy	8,225.00
Seller's attorney's fees & costs	20,000.00
Survey update	150.00
2013 ad valorem taxes (from January 1 to closing date)**	400.76
Fee due to Rich Property and Investment Group, Inc. to cancel Option	300,000.00
	<hr/>
Total of Seller's expenses	\$343,852.26

BUYER'S RECAP

Adjusted Purchase Price*	\$2,147,457.88
	<hr/>
Total due from Buyer at closing	\$2,147,457.88

APPROVED FOR CLOSING

MAR 27 2013

BY: MICHAEL D. MORELLY
(DEP ATTORNEY)

SELLER'S RECAP

Purchase Price*	\$2,147,457.88
Less Seller's expenses	343,852.26

* Total due to Seller at closing	\$1,803,605.62
----------------------------------	----------------

FUNDS REQUIRED FOR CLOSING

Funds required from Buyer at closing	\$2,147,457.88
--------------------------------------	----------------

CHECKS TO BE WRITTEN AT CLOSING

Madison County Clerk of Court	\$ 15,076.50
Davis, Schmitker, Reeves & Browning, P.A.	28,225.00
Southeastern Surveying, Inc.	150.00
Madison County Tax Collector	400.76
Rich Property and Investment Group, Inc.	300,000.00
Damascus Peanut Company	1,803,605.62

Total amount of checks	\$2,147,457.88
------------------------	----------------

* Contract purchase price of \$2,153,054.62, less \$5,596.74 (being the price adjustment of 34 days multiplied by \$164.61 per day).

** 2012 taxes for Section 33 land - \$ 202.49
2012 taxes for Section 34 land - 1,112.95
2012 taxes for Section 35 land - 385.80

Total	\$1,701.24
-------	------------

\$1,701.24 divided by 365 days equals \$4.66 per day.
\$4.66 multiplied by 86 days (January 1, 2013 to March 27, 2013) equals \$400.76.

Parties agree that no liability is assumed by Settlement Agent for the accuracy of the information furnished by others as shown on the Settlement Statement. Settlement Agent hereby expressly reserves the right to deposit any amounts collected for disbursement in an interest bearing account in a federally insured institution and to credit any interest so earned to its own account as additional compensation for its services in this transaction.

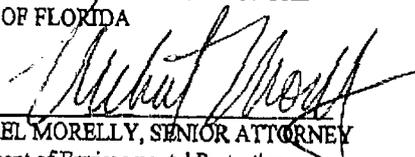
The foregoing Settlement Statement is approved, and the closing agent is authorized to disburse closing proceeds consistent therewith.

CERTIFICATION OF BUYER, SELLER AND MANAGING AGENCY

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursement made on my account by me in this transaction. I further certify that I have received a copy of the Settlement Statement. By execution of this Settlement Statement, Seller does not represent any concurrence in the Seller's claimed fair market value of the property being purchased.

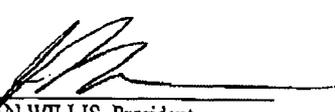
Buyer:

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

By: 
MICHAEL MORELLY, SENIOR ATTORNEY
Department of Environmental Protection
As attorney for and on behalf of the
Board of Trustees of the Internal Improvement
Trust Fund of the State of Florida

Seller:

DAMASCUS PEANUT COMPANY

By: 
BRYAN WILLIS, President

The foregoing statement is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

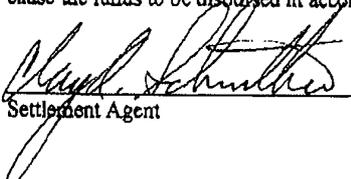
 3/27/13
Settlement Agent Date

EXHIBIT "A"

All that tract or parcel of land situate, lying and being a portion of the Sections 33, 34 and 35, Township 1 South, Range 11 East, Madison County, Florida and being more particularly described as follows:

For a Point of Beginning, begin at a 4"x 4" concrete monument #2392 located at the Southeast corner of the North 1/2 of the Southeast 1/4 of Section 33, Township 1 South, Range 11 East, Madison County, Florida and proceed South 89 degrees 21 minutes 54 seconds West for a distance of 1541.67 feet to an Iron pin located on the East right-of-way margin of River Road (40' R/W); thence North 14 degrees 20 minutes 25 seconds East for a distance of 920.44 feet to an Iron pin, LB #7091; thence North 15 degrees 46 minutes 50 seconds East for a distance of 332.79 feet to an Iron pin, LB #7091; thence North 18 degrees 16 minutes 38 seconds East for a distance of 861.69 feet to an Iron pin, LB# 7091; thence South 71 degrees 42 minutes 13 seconds East for a distance of 33.94 feet to an Iron pin, LB #7091; thence North 18 degrees 17 minutes 47 seconds East for a distance of 211.09 feet to an Iron pin, LB #7091; thence along the arc of a curve to the right for a length of 390.05 feet (said curve having a radius of 2499.49 feet, a chord bearing of North 22 degrees 46 minutes 43 seconds East for a distance of 389.65 feet) to an Iron pin, FLA D.O.T.; thence North 27 degrees 17 minutes 36 seconds East 69.38 feet to a point located North 62 degrees 25 minutes 23 seconds West 0.76' from Iron pin #2392 witness corner; thence South 62 degrees 25 minutes 23 seconds East for a distance of 199.12 feet to an Iron pin LB #2392; thence North 30 degrees 12 minutes 10 seconds East for a distance of 38.94 feet to an iron pin LB #2392; thence North 62 degrees 04 minutes 58 seconds West for a distance of 201.10 feet to a point located North 62 degrees 04 minutes 58 seconds West 1.18 feet from an Iron pin LB #2392 witness corner; thence North 27 degrees 17 minutes 36 seconds East for a distance of 379.97 feet to an iron pin, LB #7091; thence North 34 degrees 07 minutes 36 seconds East for a distance of 532.30 feet to an Iron pin, LB #7091 located at the intersection of the East right-of-way margin of River Road (Variable Width R/W) and the South right-of-way margin of State Road No. 8 - Interstate 10 (400' R/W); thence South 79 degrees 39 minutes 30 seconds East for a distance of 7391.68 feet to an iron pin, LB #7091; thence South 79 degrees 39 minutes 30 seconds East for a distance of 25.00 feet to the ordinary high water line of Suwannee River; thence along the ordinary high water line for the following bearings and distances: South 22 degrees 20 minutes 38 seconds East for a distance of 282.74 feet; South 28 degrees 39 minutes 05 seconds East for a distance of 702.88 feet; South 40 degrees 29 minutes 55 seconds East for a distance of 611.62 feet; South 42 degrees 33 minutes 37 seconds East for a distance of 274.82 feet; South 25 degrees 30 minutes 24 seconds East for a distance of 128.46 feet; South 14 degrees 02 minutes 37 seconds East for a distance of 82.29 feet; South 42 degrees 02 minutes 37 seconds West for a distance of 178.59 feet; South 57 degrees 52 minutes 08 seconds West for a distance of 1124.88 feet; South 69 degrees 05 minutes 03 seconds West for a distance of 580.11 feet; South 65 degrees 41 minutes 31 seconds West for a distance of 686.21 feet; South 75 degrees 57 minutes 16 seconds West for a distance of 545.24 feet; North 83 degrees 24 minutes 10 seconds West for a distance of 320.82 feet; North 52 degrees 49 minutes 46 seconds West for a distance of 121.47 feet; North 28 degrees 30 minutes 58 seconds West for a distance of 482.95 feet; North 27 degrees 28

Florida's First Magnitude Springs
Damascus Peanut Tract
Madison County

ESM
BY SK
Date: 3.06.2013

minutes 35 seconds West for a distance of 269.26 feet; North 66 degrees 44 minutes 50 seconds West for a distance of 522.84 feet; North 81 degrees 37 minutes 37 seconds West for a distance of 311.45 feet; South 88 degrees 20 minutes 28 seconds West for a distance of 357.39 feet; South 83 degrees 10 minutes 40 seconds West for a distance of 373.36 feet; South 81 degrees 05 minutes 23 seconds West for a distance of 281.54 feet, South 81 degrees 44 minutes 31 seconds West for a distance of 201.12 feet; South 65 degrees 46 minutes 09 seconds West for a distance of 48.85 feet; thence leaving the high water line proceed North 00 degrees 48 minutes 03 seconds West for a distance of 63.39 feet to a 4" x 4" concrete monument #2940; thence North 00 degrees 48 minutes 03 seconds West for a distance of 87.81 feet to a 4" x 4" concrete monument #2940 located at the Southeast corner of the North 1/2 of the Southwest 1/4 of Section 34, Township 1 South, Range 11 East, Madison County, Florida; thence South 89 degrees 06 minutes 27 seconds West for a distance of 2639.99 feet to the POINT OF BEGINNING.

Florida's First Magnitude Springs
Damascus Peanut Tract
Madison County

BSM
BY SK
Date: 3.06.2013

Board of Trustees
 Agenda - March 19, 2013
 Substitute Page Four

Substitute Item 2, cont.

COUNTY: Madison

LOCATION: Sections 33 through 35, Township 01 South, Range 11 East

CONSIDERATION: \$2,153,054.62

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY:</u>		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		<u>Carlton</u> <u>(04/11/12)</u>	<u>Sutte</u> <u>(04/11/12)</u>				
Damascus	608.8*	\$2,009,000	\$2,190,000	\$2,160,000**	\$1,708,000*** (100%)	\$2,153,054.62****	April 15, 2013

* This represents the appraised acreage amount.

** The value was reduced due to a reduction in acreage to 599.45 once the survey was completed.

*** Purchase date February 15, 2012

**** \$3,592 per acre

STAFF REMARKS: The parcel is located within the Florida's First Magnitude Springs Florida Forever project. This project is ranked first in the Florida Forever Partnerships and Regional Incentives project category, which was approved by the Board of Trustees on December 11, 2012. The project contains 14,785 acres, of which 9,071 acres have been acquired or are under agreement to be acquired. If the Board of Trustees approves this agreement, 5,714 acres, or 39 percent of the project, will remain to be acquired.

Project Description

Large springs of clear, continuously flowing water are among Florida's most famous and important natural and recreational resources. The cavernous, water-filled rocks of the Floridan Aquifer supply the largest springs. By preserving land around springs, the Florida's First Magnitude Springs project will aid in the protection of springs, karst windows, and the Floridan Aquifer from the effects of commercial, residential, and agricultural runoff; clearcutting and mining; and unsupervised recreation.

Acquiring this parcel will fill a critical gap in state lands located along the Suwannee River that are designed to protect surface water flow, water recharge, and provide critical greenway linkages. This parcel borders land owned by the Suwannee River Water Management District (SRWMD) that is managed by the Florida Forest Service as the Twin Rivers State Forest and the Florida Fish and Wildlife Conservation Commission as the Twin Rivers Wildlife Management Area. Because this parcel is bordered by conservation lands and has county-maintained road access, its location makes it attractive for development which could create management difficulties.

This parcel is undeveloped and is a predominately natural, mixed pine and hardwood community, with approximately 90 acres of floodplain forest buffering the Suwannee River. Floodplain wetland communities comprise approximately 50 percent of its acreage. The tract provides approximately 1.6 miles of river frontage on the west bank of the river and mirrors the SRWMD's 1,222-acre Anderson Spring Tract on the east bank. This parcel exhibits numerous

Substitute Item 2, cont.

drainage features, principally river sloughs, and is within the groundwater discharge zone of the Suwannee River. The acquisition of this parcel will provide protection for spring shed and aquifer recharge, as well as floodplain and surface water protection for the Suwannee River.

This parcel lies at least partially within the springshed for Anderson Spring, a second magnitude spring vent, located on state lands directly across the Suwannee River from this parcel. While the spring vent does not exist on this parcel, cave divers have mapped a connecting cave system going west under the Suwannee River channel toward this parcel then branching into two sections which continue traveling inland. Thus, this parcel is over a major portion of Anderson Springs's conduit and has a high spring recharge protection potential by its proximity.

A large number of springs are located along the Suwannee River, and its tributary, the Withlacoochee River North. Ranging both north and south of this parcel, those spring sites that are part of the Florida's First Magnitude Springs Florida Forever project boundary include Hardee Springs, Madison Blue Springs, Falmouth Spring, and Lafayette Blue Spring.

Mortgages and Liens

All mortgages and liens will be satisfied at the time of closing. There is a 175-foot-wide easement in favor of Florida Power Corporation. There is a 50-foot-wide easement in favor of Florida Gas Transmission located within the 175-foot-wide easement. Lastly, there is a 16.5-foot-wide easement in favor of AT&T along the I-10 right-of-way line.

With the exception of approximately 100 acres, there are two outstanding oil, gas, and mineral (OGM) reservations over the parcel. The first reservation covers 230 acres and reserves 100 percent interest in OGM. The second reservation covers 290 acres and reserves 50 percent interest in OGM. Both OGM reservations do not allow for surface mining. The Department of Environmental Protection's (DEP) Florida Geological Survey provided a written assessment of the mineral resource potential, concluding the potential for discovery of hydrocarbons at the subject parcel was low. The appraisers considered all of these conditions in the valuation of this parcel and concluded the OGM reservations do not decrease the value of this parcel.

On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to DEP the authority to review and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, DEP staff will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information

A title insurance policy will be provided by the seller prior to closing. A survey and an environmental site evaluation have been reviewed and approved by DEP.

Management

The property will be managed by the Florida Forest Service as part of the Twin Rivers State Forest.

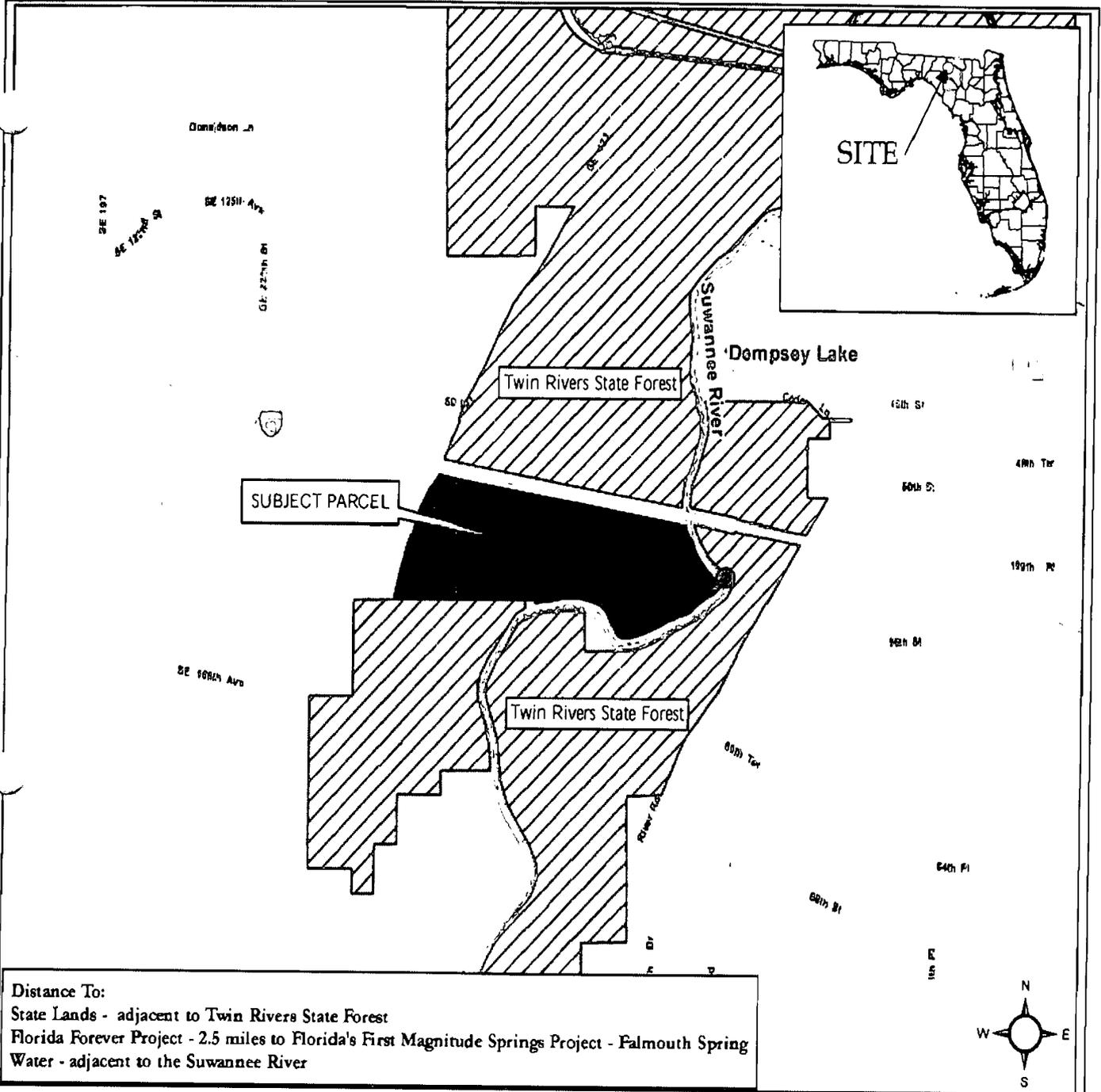
Substitute Item 2, cont.

Comprehensive Statement

This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands' section of the State Comprehensive Plan.

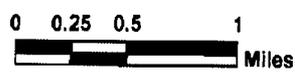
(See Attachment 2, Pages 1-39)

RECOMMEND APPROVAL



Distance To:
 State Lands - adjacent to Twin Rivers State Forest
 Florida Forever Project - 2.5 miles to Florida's First Magnitude Springs Project - Falmouth Spring
 Water - adjacent to the Suwannee River

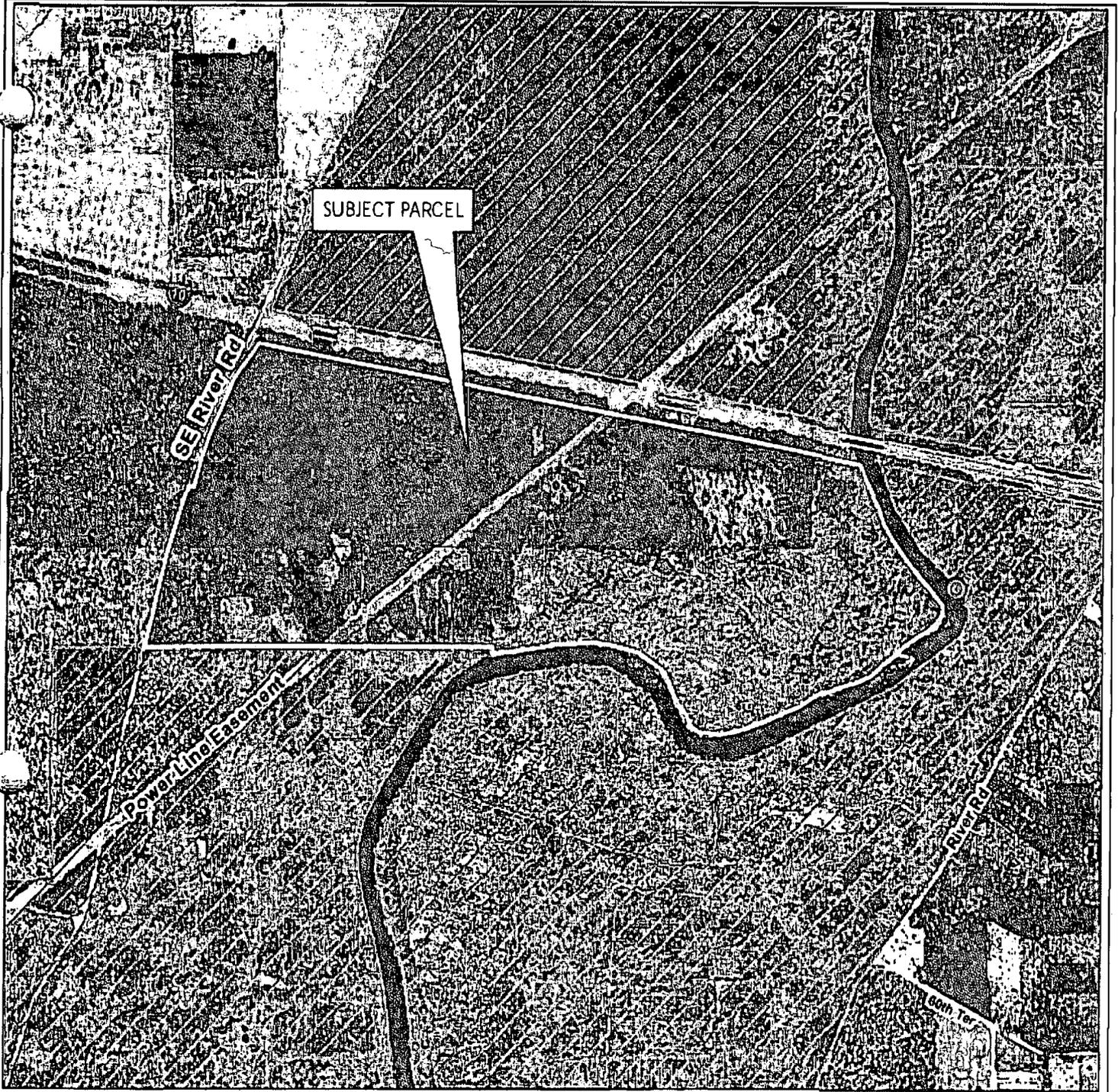
-  Subject Parcel
-  Anderson Spring
-  Anderson Spring Cave
-  State Managed Conservation Lands



Florida's First Magnitude Springs / Damascus Peanut Company

Sections 33, 34 & 35, Township 01 South, Range 11 East

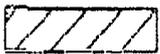
Madison County, Florida



Subject Parcel



Anderson Spring



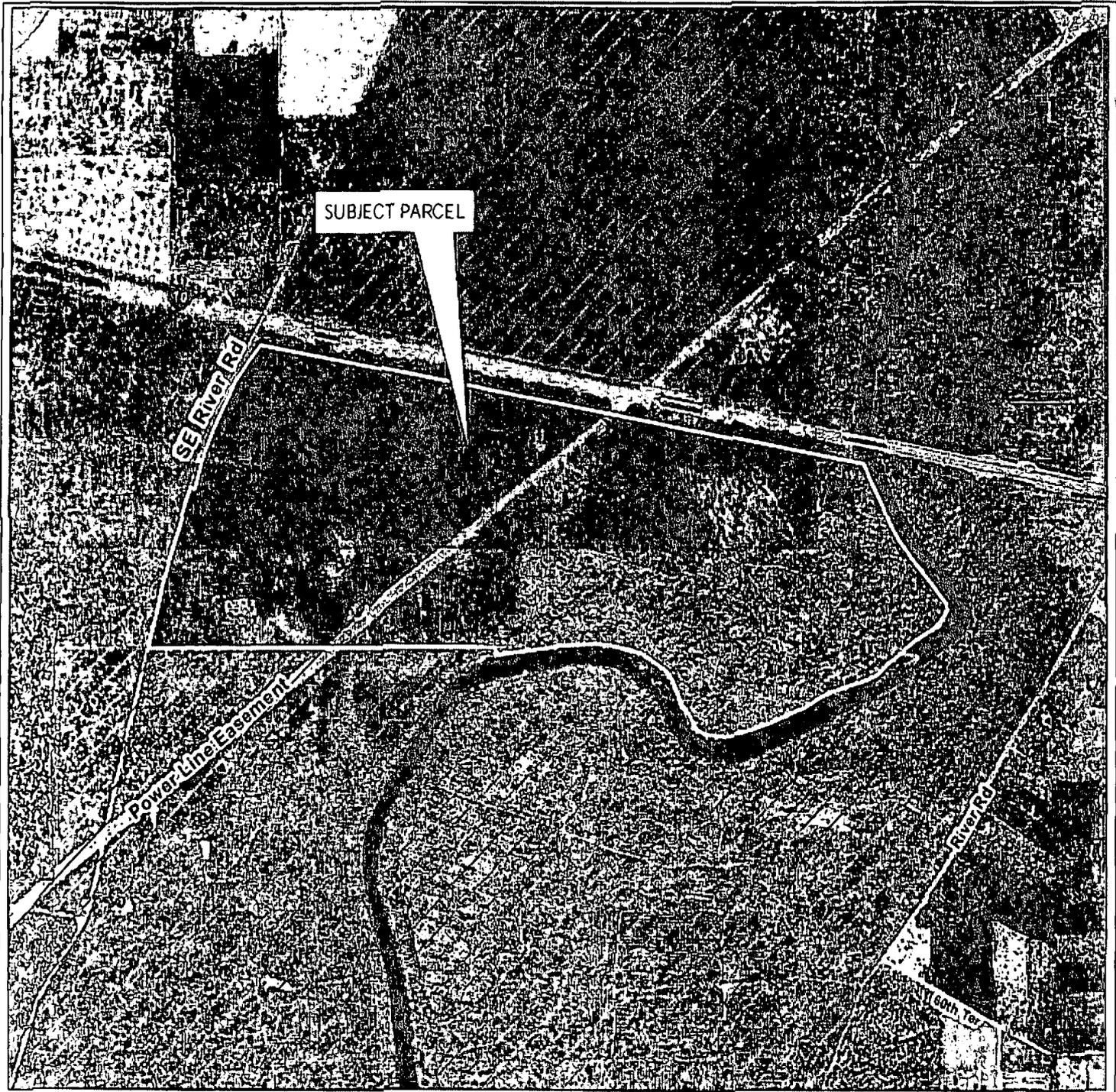
State Managed Conservation Lands

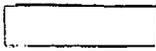


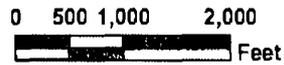
Florida's First Magnitude Springs / Damascus Peanut Company

Sections 33, 34 & 35, Township 01 South, Range 11 East

Madison County, Florida



-  Subject Parcel
-  Anderson Spring
-  State Managed Conservation Lands



Florida's First Magnitude Springs / Damascus Peanut Company

Sections 33, 34 & 35, Township 01 South, Range 11 East

Madison County, Florida

Myant sign off

Warrick, Judy

From: Godfrey, Lynda
Sent: Wednesday, March 27, 2013 10:28 AM
To: 'Ray, Sandy'
Cc: Warrick, Judy
Subject: RE: Management - Twin Rivers State Forest - Damascus

Thanks! (I also got your v. mail.) Have a nice day.

Please take a few minutes to share your comments on the service you received from the department by clicking on this link [DEP Customer Survey](#).

From: Ray, Sandy [<mailto:Sandy.Ray@freshfromflorida.com>]
Sent: Wednesday, March 27, 2013 9:59 AM
To: Godfrey, Lynda
Cc: Warrick, Judy
Subject: Management - Twin Rivers State Forest - Damascus

The Florida Forest Service (FFS) has reviewed the title commitment, environmental site assessment and the survey. Based on the information that we currently have, FFS is willing to manage this parcel as an addition to Twin Rivers State Forest.

Sandy Ray
Land Program Coordinator
Florida Forest Service
850/414-9926

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
SURVEY AND MAP REVIEW MEMO**

TO: Daphne Thomas, Program Analyst II
Bureau of Real Estate Services

FROM: Steve Kellogg, PLSM
Bureau of Survey & Mapping

Signature: 
March 26, 2013

PROJECT NAME: Florida's First Magnitude Springs

OWNER'S NAME: Damascus Peanut Company

PARCEL NUMBERS: 33-1S-11-1584-000-000, 34-1S-11-1586-001-000, 35-1S-11-1588-001-000

BSM OFFICE FILE NUMBER:

Sections 33, 34, 35, Township 1 South, Range 11 East

COMMENTS: There are fences along the North, South and East boundaries. There is an above ground power transmission line, a buried gas line and a buried fiber optic line located on the property.

Encumbered Areas included within total area:

175' wide Florida Power Corporation (FPC) Easement (OR 13/5, OR 14/413, OR 26/82) – 17.28 acres

16.5' wide AT&T Easement (OR 179/531, OR 181/833, amended OR 571/293) - 2.77 acres

50' wide Florida Gas Transmission Company Easement (OR 974/219) – 4.90 acres (located within FPC Easement)

AREA: 599.45 +/- acres

- This property does appear to be waterfront. It fronts on the Suwannee River.
- The property is adjacent to SE 165th Avenue/River Road, a public right of way.
- There is improved access to the property.
- A title insurance commitment dated February 21, 2013 has been reviewed.
- The legal description was prepared by the surveyor.
- Attached are four copies of the approved survey.

This Instrument Prepared By and
Please Return To:

Michael D. Morelly, Esq.
Department of Environmental Protection
3900 Commonwealth Blvd. MS 115
Tallahassee, Florida 32399

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

THIS INDENTURE, made this 25th day of March, A.D. 2013, between **DAMASCUS PEANUT COMPANY**, a Georgia corporation, whose address is, 575 Maxwell Street, Arlington, Georgia 39813, 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 Madison County, Florida, to-wit:

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

Property Appraiser's Parcel Identification Number: 33-1S-11-1584-000-000; 34-1S-11-1586-001-000; and 35-1S-11-1588-001-000

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.

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.

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

Signed, sealed and delivered in
the presence of:

James Cannon
(Signature of first Witness)

James Cannon
(Printed, name of first Witness)

Betty J. Murdock
(Signature of second Witness)

Betty J. Murdock
(Printed, name of second Witness)

DAMASCUS PEANUT COMPANY

By: Bryan Willis
BRYAN WILLIS, President

(CORPORATE SEAL)

STATE OF GEORGIA
COUNTY OF Early

The foregoing instrument was acknowledged before me this 25th day of March, 2013, by **BRYAN WILLIS**, as President of and on behalf of **DAMASCUS PEANUT COMPANY**, who is personally known to me, or who produced driver license as identification.

Liquor Pullen
Notary Public

(Printed, Typed or Stamped Name of Notary Public)

APPROVED AS TO FORM AND LEGALITY

By: _____
DEP ATTORNEY

DATE: _____

APPROVED AS TO
FORM AND LEGALITY

APR 5 2013

BY: MICHAEL D. MORELLY
(DEP ATTORNEY)

EXHIBIT "A"

All that tract or parcel of land situate, lying and being a portion of the Sections 33, 34 and 35, Township 1 South, Range 11 East, Madison County, Florida and being more particularly described as follows:

For a Point of Beginning, begin at a 4"x 4" concrete monument #2392 located at the Southeast corner of the North 1/2 of the Southeast 1/4 of Section 33, Township 1 South, Range 11 East, Madison County, Florida and proceed South 89 degrees 21 minutes 54 seconds West for a distance of 1541.67 feet to an Iron pin located on the East right-of-way margin of River Road (40' R/W); thence North 14 degrees 20 minutes 25 seconds East for a distance of 920.44 feet to an Iron pin, LB #7091; thence North 15 degrees 46 minutes 50 seconds East for a distance of 332.79 feet to an iron pin, LB #7091; thence North 18 degrees 16 minutes 38 seconds East for a distance of 861.69 feet to an Iron pin, LB# 7091; thence South 71 degrees 42 minutes 13 seconds East for a distance of 33.94 feet to an iron pin, LB #7091; thence North 18 degrees 17 minutes 47 seconds East for a distance of 211.09 feet to an iron pin, LB #7091; thence along the arc of a curve to the right for a length of 390.05 feet (said curve having a radius of 2499.49 feet, a chord bearing of North 22 degrees 46 minutes 43 seconds East for a distance of 389.65 feet) to an iron pin, FLA D.O.T.; thence North 27 degrees 17 minutes 36 seconds East 69.38 feet to a point located North 62 degrees 25 minutes 23 seconds West 0.76' from iron pin #2392 witness corner; thence South 62 degrees 25 minutes 23 seconds East for a distance of 199.12 feet to an iron pin LB #2392; thence North 30 degrees 12 minutes 10 seconds East for a distance of 38.94 feet to an iron pin LB #2392; thence North 62 degrees 04 minutes 58 seconds West for a distance of 201.10 feet to a point located North 62 degrees 04 minutes 58 seconds West 1.18 feet from an Iron pin LB #2392 witness corner; thence North 27 degrees 17 minutes 36 seconds East for a distance of 379.97 feet to an iron pin, LB #7091; thence North 34 degrees 07 minutes 36 seconds East for a distance of 532.30 feet to an iron pin, LB #7091 located at the intersection of the East right-of-way margin of River Road (Variable Width R/W) and the South right-of-way margin of State Road No. 8 - Interstate 10 (400' R/W); thence South 79 degrees 39 minutes 30 seconds East for a distance of 7391.68 feet to an iron pin, LB #7091; thence South 79 degrees 39 minutes 30 seconds East for a distance of 25.00 feet to the ordinary high water line of Suwannee River; thence along the ordinary high water line for the following bearings and distances: South 22 degrees 20 minutes 38 seconds East for a distance of 282.74 feet; South 28 degrees 39 minutes 05 seconds East for a distance of 702.88 feet; South 40 degrees 29 minutes 55 seconds East for a distance of 611.62 feet; South 42 degrees 33 minutes 37 seconds East for a distance of 274.82 feet; South 25 degrees 30 minutes 24 seconds East for a distance of 128.46 feet; South 14 degrees 02 minutes 37 seconds East for a distance of 82.29 feet; South 42 degrees 02 minutes 37 seconds West for a distance of 178.59 feet; South 57 degrees 52 minutes 08 seconds West for a distance of 1124.88 feet; South 69 degrees 05 minutes 03 seconds West for a distance of 580.11 feet; South 65 degrees 41 minutes 31 seconds West for a distance of 686.21 feet; South 75 degrees 57 minutes 16 seconds West for a distance of 545.24 feet; North 83 degrees 24 minutes 10 seconds West for a distance of 320.82 feet; North 52 degrees 49 minutes 46 seconds West for a distance of 121.47 feet; North 28 degrees 30 minutes 58 seconds West for a distance of 482.95 feet; North 27 degrees 28

Florida's First Magnitude Springs
Damascus Peanut Tract
Madison County

BSM
BY sk
Date: 3.06.2013

minutes 35 seconds West for a distance of 269.26 feet; North 66 degrees 44 minutes 50 seconds West for a distance of 522.84 feet; North 81 degrees 37 minutes 37 seconds West for a distance of 311.45 feet; South 88 degrees 20 minutes 28 seconds West for a distance of 357.39 feet; South 83 degrees 10 minutes 40 seconds West for a distance of 373.36 feet; South 81 degrees 05 minutes 23 seconds West for a distance of 281.54 feet, South 81 degrees 44 minutes 31 seconds West for a distance of 201.12 feet; South 65 degrees 46 minutes 09 seconds West for a distance of 48.85 feet; thence leaving the high water line proceed North 00 degrees 48 minutes 03 seconds West for a distance of 63.39 feet to a 4" x 4" concrete monument #2940; thence North 00 degrees 48 minutes 03 seconds West for a distance of 87.81 feet to a 4" x 4" concrete monument #2940 located at the Southeast corner of the North 1/2 of the Southwest 1/4 of Section 34, Township 1 South, Range 11 East, Madison County, Florida; thence South 89 degrees 06 minutes 27 seconds West for a distance of 2639.99 feet to the POINT OF BEGINNING.

Florida's First Magnitude Springs
Damascus Peanut Tract
Madison County

BSM
BY SK
Date: 3.06.2013

Page 2 of 2



POLICY NO.: FL6775-46-5002R-2013.7230609-88466396

APR 5 2013

OWNER'S POLICY OF TITLE INSURANCE

Issued by
Chicago Title Insurance Company

BY: MICHAEL D. MORELLO
(DEP ATTORNEY)

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to



the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as



confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent

manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys'



fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Chicago Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

Chicago Title Insurance Company

OWNER'S POLICY Schedule A

Policy No.:

Date of Policy:
March 27, 2013 @ 04:27 PM

Agent's File Reference:
5002R

FL6775-46-5002R-2013.7230609-88466396

Amount of Insurance: \$2,147,457.88

Premium: \$5,544.75

Address Reference: , FL

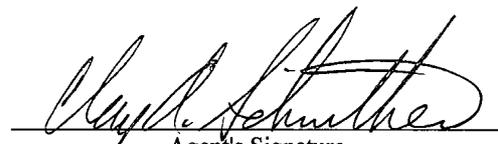
1. Name of Insured: BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 201340032680 in Official Records Book 1085, Page 230, of the Public Records of Madison County, Florida.
3. Title is vested in: BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
4. The Land referred to in this policy is described as follows:
SEE ATTACHED EXHIBIT "A" FOR THE LEGAL DESCRIPTION

Chicago Title Insurance Company

Agent No.: FL6775

Issuing Agent:

Davis, Schnitker, Reeves & Browning P.A.
519 W. BASE STREET
Madison, FL 32340


Agent's Signature
CLAY A. SCHNITKER
Attorney at Law

Chicago Title Insurance Company

OWNER'S POLICY

Schedule B

Policy No.:

FL6775-46-5002R-2013.7230609-88466396

Agent's File Reference:

5002R

This policy does not insure against loss or damage, and Chicago Title Insurance Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Easement in favor of Florida Power Corporation recorded in Official Records Book 13, Page 5, Public Records of Madison County, Florida.
2. Easement in favor of Florida Power Corporation recorded in Official Records Book 14, Page 413, Public Records of Madison County, Florida.
3. Easement in favor of Florida Power Corporation recorded in Official Records Book 26, Page 82, Public Records of Madison County, Florida.
4. Mineral Reservation recorded in Official Records Book 48, Page 500, Public Records of Madison County, Florida.
5. Mineral Reservation recorded in Official Records Book 49, Page 510, Public Records of Madison County, Florida.
6. Easement to American Telephone and Telegraph Company recorded in Official Records Book 179, Page 531, together with Amendment recorded in Official Records Book 571, Page 293, both of the Public Records of Madison County, Florida.
7. Easement to American Telephone and Telegraph Company recorded in Official Records Book 181, Page 833, together with Amendment recorded in Official Records Book 571, Page 293, both of the Public Records of Madison County, Florida.
8. Order of Taking recorded in Official Records Book 974, Page 219, Public Records of Madison County, Florida.
9. Title to any submerged land included within the land described in this Policy is not insured.
10. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such ares.
11. The inalienable rights of the public to use the navigable waters covering the lands described in this policy.
12. Notwithstanding the legal description described in this Policy does not insure title to any lands lying below the mean or ordinary high water line of any navigable or tidally influenced waters.
13. Rights of upper and lower stream owners in and to the use of the waters of Suwannee River and to the continued uninterrupted flow thereof.
14. The nature, extent or existence of riparian rights is not insured.
15. The survey of the property prepared by Southeastern Surveying, Inc. reflects:
 - a) the fence does not lie on the property line at all places;
 - b) a Florida Power Corporation Easement (O. R. Book 13, Page 5; O. R. Book 14, Page 413; and O. R. Book 26, Page 82) traversing the property;
 - c) a Florida Gas Transmission Company Easement (O. R. Book 974, Page 219) traversing the property; and
 - d) an American Telephone and Telegraph Company Easement (O. R. Book 179, Page 531; O. R. Book 181, Page 833; O. R. Book 571, Page 293) traversing the property.
16. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

EXHIBIT "A"

All that tract or parcel of land situate, lying and being a portion of the Sections 33, 34 and 35, Township 1 South, Range 11 East, Madison County, Florida and being more particularly described as follows:

For a Point of Beginning, begin at a 4"x 4" concrete monument #2392 located at the Southeast corner of the North 1/2 of the Southeast 1/4 of Section 33, Township 1 South, Range 11 East, Madison County, Florida and proceed South 89 degrees 21 minutes 54 seconds West for a distance of 1541.67 feet to an Iron pin located on the East right-of-way margin of River Road (40' R/W); thence North 14 degrees 20 minutes 25 seconds East for a distance of 920.44 feet to an Iron pin, LB #7091; thence North 15 degrees 46 minutes 50 seconds East for a distance of 332.79 feet to an Iron pin, LB #7091; thence North 18 degrees 16 minutes 38 seconds East for a distance of 861.69 feet to an Iron pin, LB #7091; thence South 71 degrees 42 minutes 13 seconds East for a distance of 33.94 feet to an iron pin, LB #7091; thence North 18 degrees 17 minutes 47 seconds East for a distance of 211.09 feet to an Iron pin, LB #7091; thence along the arc of a curve to the right for a length of 390.05 feet (said curve having a radius of 2499.49 feet, a chord bearing of North 22 degrees 46 minutes 43 seconds East for a distance of 389.65 feet) to an Iron pin, FLA D.O.T.; thence North 27 degrees 17 minutes 36 seconds East 69.38 feet to a point located North 62 degrees 25 minutes 23 seconds West 0.76' from Iron pin #2392 witness corner; thence South 62 degrees 25 minutes 23 seconds East for a distance of 199.12 feet to an Iron pin LB #2392; thence North 30 degrees 12 minutes 10 seconds East for a distance of 38.94 feet to an Iron pin LB #2392; thence North 62 degrees 04 minutes 58 seconds West for a distance of 201.10 feet to a point located North 62 degrees 04 minutes 58 seconds West 1.18 feet from an Iron pin LB #2392 witness corner; thence North 27 degrees 17 minutes 36 seconds East for a distance of 379.97 feet to an Iron pin, LB #7091; thence North 34 degrees 07 minutes 36 seconds East for a distance of 532.30 feet to an Iron pin, LB #7091 located at the intersection of the East right-of-way margin of River Road (Variable Width R/W) and the South right-of-way margin of State Road No. 8 - Interstate 10 (400' R/W); thence South 79 degrees 39 minutes 30 seconds East for a distance of 7391.68 feet to an iron pin, LB #7091; thence South 79 degrees 39 minutes 30 seconds East for a distance of 25.00 feet to the ordinary high water line of Suwannee River; thence along the ordinary high water line for the following bearings and distances: South 22 degrees 20 minutes 38 seconds East for a distance of 282.74 feet; South 28 degrees 39 minutes 05 seconds East for a distance of 702.88 feet; South 40 degrees 29 minutes 55 seconds East for a distance of 611.62 feet; South 42 degrees 33 minutes 37 seconds East for a distance of 274.82 feet; South 25 degrees 30 minutes 24 seconds East for a distance of 128.46 feet; South 14 degrees 02 minutes 37 seconds East for a distance of 82.29 feet; South 42 degrees 02 minutes 37 seconds West for a distance of 178.59 feet; South 57 degrees 52 minutes 08 seconds West for a distance of 1124.88 feet; South 69 degrees 05 minutes 03 seconds West for a distance of 580.11 feet; South 65 degrees 41 minutes 31 seconds West for a distance of 686.21 feet; South 75 degrees 57 minutes 16 seconds West for a distance of 545.24 feet; North 83 degrees 24 minutes 10 seconds West for a distance of 320.82 feet; North 52 degrees 49 minutes 46 seconds West for a distance of 121.47 feet; North 28 degrees 30 minutes 58 seconds West for a distance of 482.95 feet; North 27 degrees 28

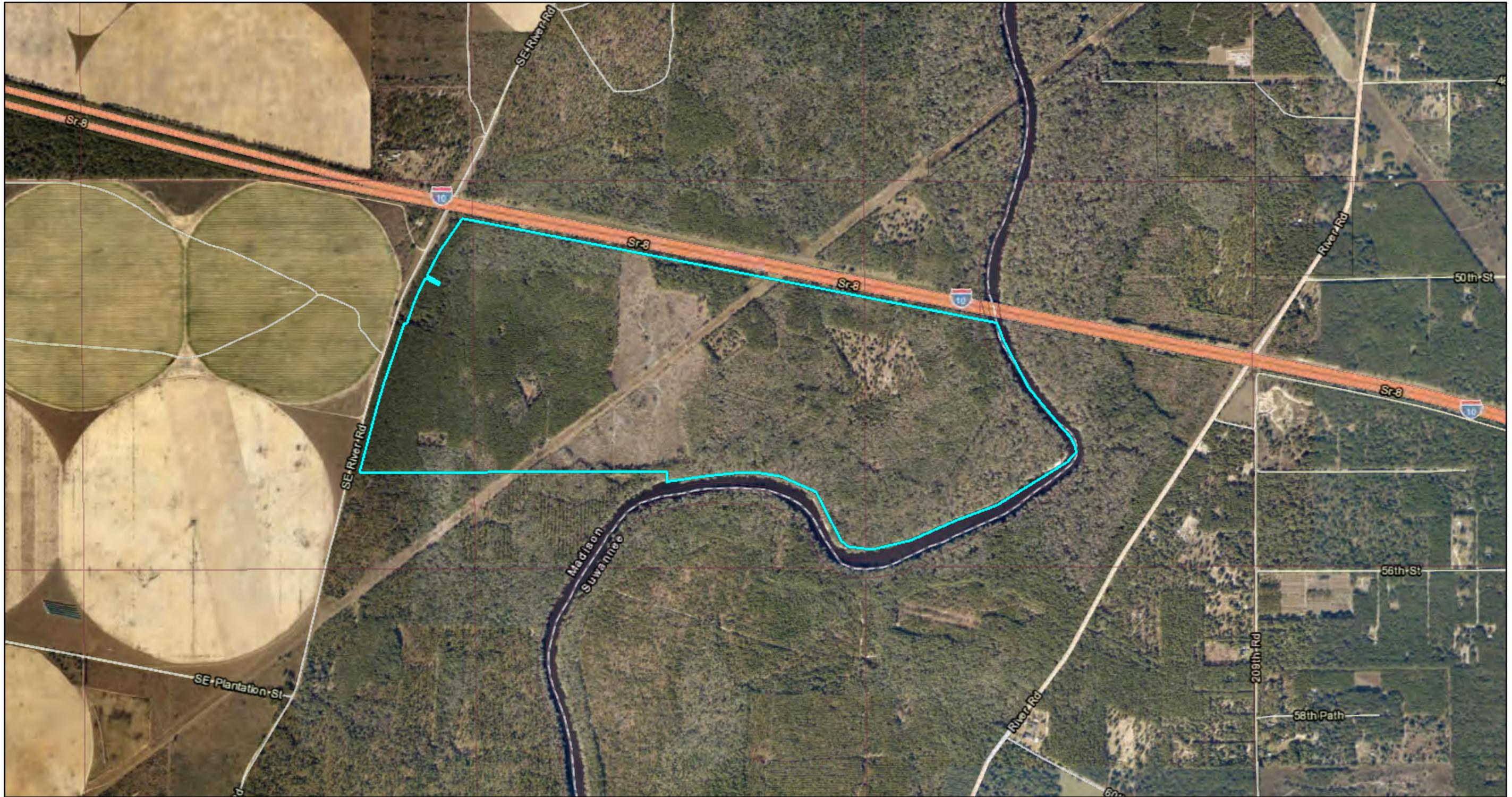
Florida's First Magnitude Springs
Damascus Peanut Tract
Madison County

BSM
BY sk
Date: 3.06.2013

minutes 35 seconds West for a distance of 269.26 feet; North 66 degrees 44 minutes 50 seconds West for a distance of 522.84 feet; North 81 degrees 37 minutes 37 seconds West for a distance of 311.45 feet; South 88 degrees 20 minutes 28 seconds West for a distance of 357.39 feet; South 83 degrees 10 minutes 40 seconds West for a distance of 373.36 feet; South 81 degrees 05 minutes 23 seconds West for a distance of 281.54 feet, South 81 degrees 44 minutes 31 seconds West for a distance of 201.12 feet; South 65 degrees 46 minutes 09 seconds West for a distance of 48.85 feet; thence leaving the high water line proceed North 00 degrees 48 minutes 03 seconds West for a distance of 63.39 feet to a 4" x 4" concrete monument #2940; thence North 00 degrees 48 minutes 03 seconds West for a distance of 87.81 feet to a 4" x 4" concrete monument #2940 located at the Southeast corner of the North 1/2 of the Southwest 1/4 of Section 34, Township 1 South, Range 11 East, Madison County, Florida; thence South 89 degrees 06 minutes 27 seconds West for a distance of 2639.99 feet to the POINT OF BEGINNING.

Florida's First Magnitude Springs
Damascus Peanut Tract
Madison County

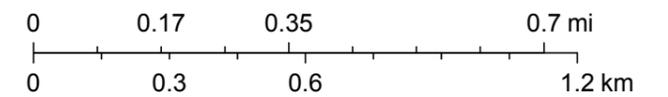
BSM
BY SK
Date: 3.06.2013



February 19, 2019

-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

1:18,056



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Huff, Robert

From: Knapp, Melanie <Melanie.Knapp@dep.state.fl.us>
Sent: Friday, February 22, 2019 4:12 PM
To: Fox, Sean
Cc: Luedike, Benny; Huff, Robert; Yates, Brian; Powell, Brenda A.; Belin, Daniel
Subject: RE: State Lands Title Determination Request - Madison County
Attachments: MADISON COUNTY_I-10.pdf; DSL MAP-SITE 32.pdf; DSL MAP-SITE 30,31.pdf; DSL MAP-SITE 29.pdf; DSL MAP-SITE 26.pdf; DSL MAP-SITE 27,28.pdf; DMID 142993.pdf

CAUTION - EXTERNAL EMAIL

Hello ~

The title determination you requested is complete.

Please let me know if you have any questions or need additional assistance.



Melanie J. Knapp

Program Consultant

Division of State Lands - Office of Survey and Mapping
Title & Land Records Section
153D Douglas Building
3900 Commonwealth Blvd - MS 108
Tallahassee, Florida 32399
Melanie.Knapp@FloridaDEP.gov
Office: (850)245-2801 x52801

From: Knapp, Melanie
Sent: Thursday, February 7, 2019 9:12 AM
To: 'Fox, Sean' <SFox@ene.com>
Cc: Luedike, Benny <Benny.Luedike@fpl.com>; Huff, Robert <Robert.Huff@fpl.com>; Yates, Brian <Brian.Yates@fpl.com>; Powell, Brenda A. <BPowell@ene.com>; Belin, Daniel <DBelin@ene.com>
Subject: RE: State Lands Title Determination Request - Madison County

Hello, Sean ~

This is to acknowledge my receipt of your request. I will reply again soon with your determination when my review is complete. Please let me know if you have any additional questions or concerns.



Melanie J. Knapp

Program Consultant

Division of State Lands - Office of Survey and Mapping
Title & Land Records Section
153D Douglas Building
3900 Commonwealth Blvd - MS 108
Tallahassee, Florida 32399
Melanie.Knapp@FloridaDEP.gov
Office: (850)245-2801 x52801

From: Fox, Sean <SFox@ene.com>

Sent: Wednesday, February 6, 2019 7:15 PM

To: Knapp, Melanie <Melanie.Knapp@dep.state.fl.us>

Cc: Luedike, Benny <Benny.Luedike@fpl.com>; Huff, Robert <Robert.Huff@fpl.com>; Yates, Brian <Brian.Yates@fpl.com>; Powell, Brenda A. <BPowell@ene.com>; Belin, Daniel <DBelin@ene.com>

Subject: State Lands Title Determination Request - Madison County

Good evening Ms. Knapp,

Please find attached our state lands title determination request, associated with Madison County.

We appreciate your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Best Regards,

Sean Barrett Fox, Ecology and Environment, Inc.

t: 404-617-1922 | e: sfox@ene.com | www.ene.com





FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

February 18, 2019

Sean Barrett Fox
Ecology and Environment, Inc.
325 John Knox Road, Bldg F, Suite 140
Tallahassee, Florida 32303

Dear Mr. Fox:

Re: Linear Corridor N'y of I-10; Madison County

Thank you for your inquiry requesting a determination of ownership of the submerged lands of several waterbodies specifically identified along the project corridor in Madison County. The areas of interest are located in the following Sections and Townships;

Unnamed Pond / Site 26- Sec 2, Twp 1 South, Rge 7 East

Hixtown Swamp / Site 27- Sec 4, Twp 1 South, Rge 8 East; and Site 28- Sec 34, Twp 1 North, Rge 8 East

Norton Creek / Site 29- Section 17, Township 1 South, Range 10 East

DOT Inspection Station & Retention Pond / Sites 30 & 31- Sec 25, Twp 1 South, Rge 10 East

Suwannee River / Site 32- Sec 35, Twp 1 South, Rge 11 East

Our records indicate the lands lying below the ordinary high water line of the Suwannee River at site No. 32 are state owned and subject to Board of Trustees of the Internal Improvement Trust Fund Easement No. 25049(40 & 61). Pursuant to Section 253.77 (1), Florida Statutes, any activities affecting state owned lands at this site would require authorization from the Board of Trustees. A copy of the referenced document is attached.

Currently, our records contain insufficient information to determine ownership of the subject waterbodies at site Nos. 26 thru 31. Therefore, we would recommend that proprietary authorizations from the Board of Trustees normally applied to state owned lands not apply to activities affecting these sites. However, regulatory requirements for activities at this site may apply. For further information regarding permitting regulations at this site you may contact Brian Durden, Permitting Program Administrator, at the Department's Northeast District Office at Brian.Durden@FloridaDEP.gov (904) 256-1575. For information regarding the ordinary high water line elevation of the Suwannee River at this location you may contact Gary Tew, PLS II, at Gary.Tew@FloridaDEP.gov, or (850) 245-2621.

Mr. Sean Barrett Fox
February 18, 2019
Page two

If this office can be of any further assistance regarding this determination, please address your questions to Melanie Knapp, Program Consultant, mail station No. 108 at the above letterhead address, by email at Melanie.Knapp@FloridaDEP.gov, or by telephone at (850) 245-2801.

Sincerely,

Handwritten signature in blue ink, appearing to read "Eric Ashman".

Marcus J. Ashman, PSM, Program Manager
Bureau of Survey and Mapping
Division of State Lands

MJA/mjk
cc: Nathan Hess, ERP/Central
F:\TITLE\MELANIE\1819-3\Madison County_I-10.docx

NO. 25049 (2288-40 & 61)

PARCEL NO.
SECTION
STATE ROAD
COUNTY
FAP

111.1
35090 - 2406
8 (I-10)
Madison and Suwannee
I-10-4-(13)222

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

KNOW ALL MEN BY THESE PRESENTS, that whereas, the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION having made application to the State of Florida Board of Trustees of the Internal Improvement Trust Fund for authority to construct and/or improve and maintain a portion of State Road No. 8 upon lands held by said Trustees, as hereinafter described, and said Trustees having considered and approved said application in meeting held on Jan. 20, 1970 .

NOW, THEREFORE, BE IT RESOLVED by the State of Florida Board of Trustees of the Internal Improvement Trust Fund that an easement be hereby granted covering the following described lands, in Madison and Suwannee County, Florida, to-wit:

That part of:

The submerged lands, sandbars, fills, islands and other lands in Suwannee River in Madison and Suwannee Counties, in Section 35, Township 1 South, Range 11 East.

Lying within 200 feet of the survey line of State Road 8 (I-10), Section 35090-2406, said survey line being described as follows:

Begin on the West boundary of said Section 35 at a point 1428.57 feet South from the Northwest corner thereof, run thence South 79°38'30" East 2738.44 feet to the East boundary of the NW 1/4 of said Section 35 at a point 1937.69 feet South from the Northeast corner thereof, and the end of the survey line as herein described.

Containing 2.12 acres, more or less.

and that said easement be granted for public highway purposes as and for right of way for a public State Road under supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION to control, manage, use, develop, police, protect and maintain the same for State Highway purposes only. This easement shall be effective insofar as the interest of the State of Florida Board of Trustees of the Internal Improvement Trust Fund shall extend and is made subject to any and all prior rights of the United States and to any and all prior grants made by the State of Florida Board of Trustees of the Internal Improvement Trust Fund in and to any lands within the limits of the right of way hereinabove described. The rights herein conferred on the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION shall extend to and include its officers, engineers and representatives and to the Federal Government as its interest in said road may appear.

THIS INSTRUMENT WAS PREPARED BY
G. F. POMEROY
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
TALLAHASSEE, FLORIDA

DESCRIPTION APPROVED: JAN 2 1970

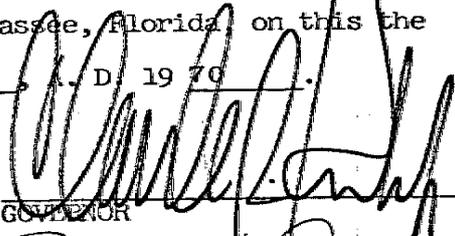
The State of Florida Department of Transportation, in accepting this easement, covenants and agrees to comply with and abide by the provisions and conditions herein and assumes all responsibility and liability and agrees to save the State of Florida Board of Trustees of the Internal Improvement Trust Fund harmless from all claims of damage arising out of this easement.

In the event the land herein described shall cease to be used for public road purposes by the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION then the easement hereby granted covering said land shall revert to the STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND.

IN TESTIMONY WHEREOF, the Trustees, for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida on this the 19th day of February A. D. 19 70.

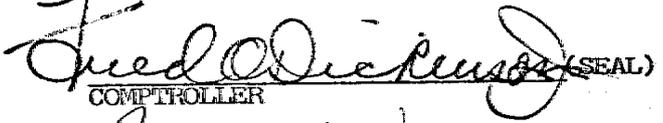
(SEAL)

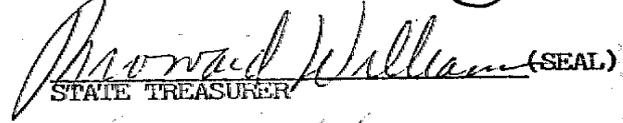
STATE OF FLORIDA BOARD OF TRUSTEES
OF THE
INTERNAL IMPROVEMENT TRUST FUND

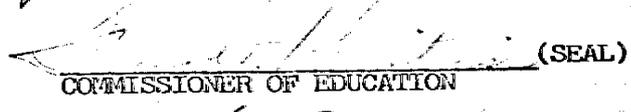

GOVERNOR (SEAL)


SECRETARY OF STATE (SEAL)


ATTORNEY GENERAL (SEAL)


COMPTROLLER (SEAL)


STATE TREASURER (SEAL)

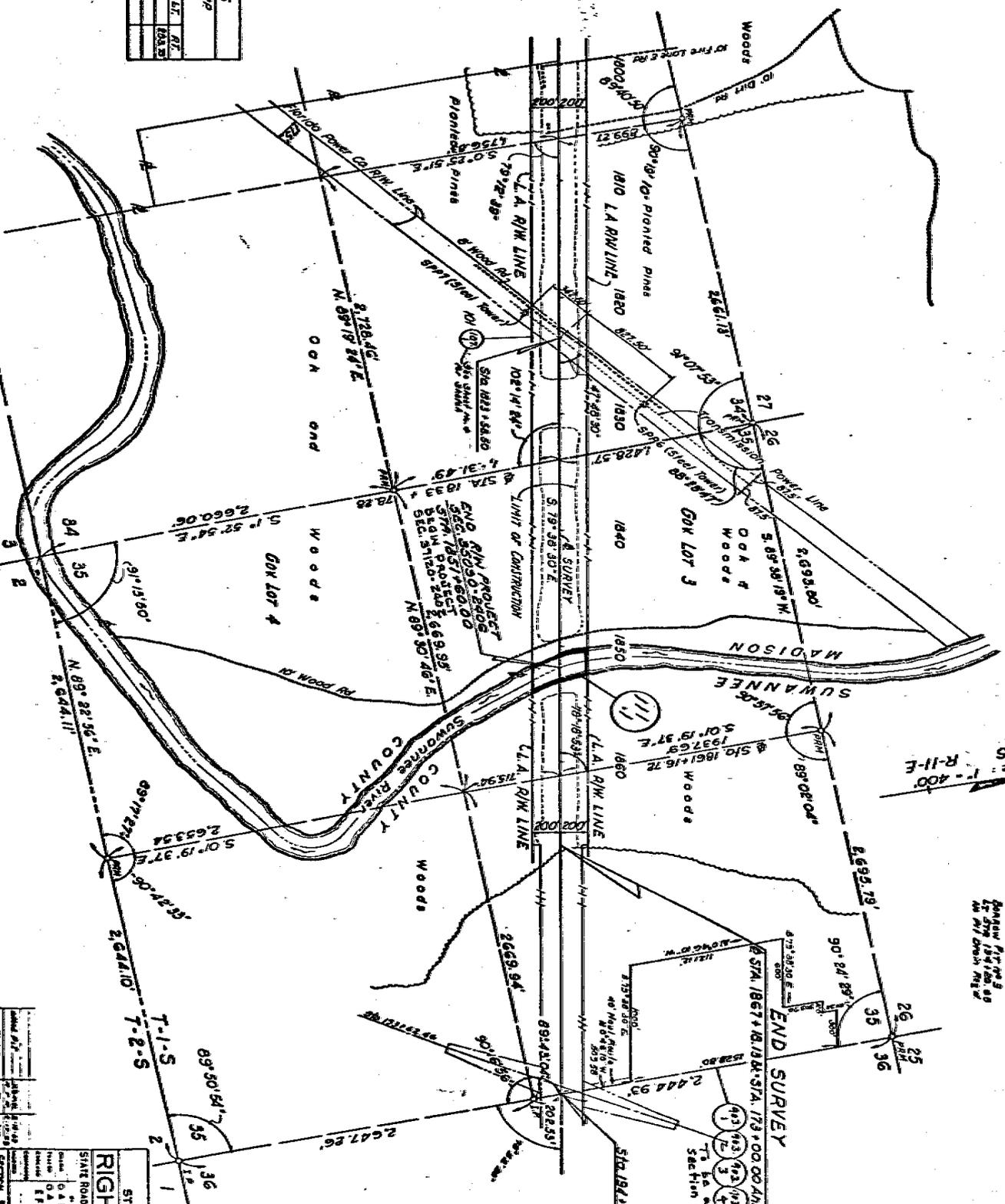

COMMISSIONER OF EDUCATION (SEAL)


COMMISSIONER OF AGRICULTURE (SEAL)

As and composing the State of Florida Board of Trustees of the Internal Improvement Trust Fund

TABLE OF OWNERSHIPS	
NUMBER	NAME
1	STATE OF FLORIDA
2	STATE ROAD DEPARTMENT
3	STATE ROAD 10300-1400
4	STATE ROAD 10300-1400
5	STATE ROAD 10300-1400
6	STATE ROAD 10300-1400
7	STATE ROAD 10300-1400
8	STATE ROAD 10300-1400
9	STATE ROAD 10300-1400
10	STATE ROAD 10300-1400

UTILITY POLES	
FLORIDA POWER COMP	TRANSMISSION TOWER
STATION ALONG P.O.	LT. RT.
1871.43	1871.43



Scale: 1" = 400'

Answer to Q's 3
is 1871.43
in all cases

END SURVEY
 STA. 187+18.13 & STA. 73+00.00 AL.
 TO BE ACQUIRED UNDER
 SECTION 3394.2996

RIGHT OF WAY MAP
 STATE OF FLORIDA
 STATE ROAD DEPARTMENT
 STATE ROAD NO. 8 (1-101) MADISON
 SECTION 10300-1400

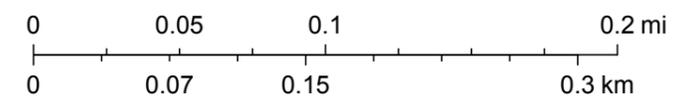
Site 26 small Pond - No TIITF SSL conveyances or encumbrances



February 18, 2019

- State Land Records (BTLDSR)
- Public Land Survey System 2006

1:4,514



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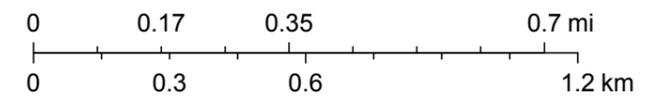
SITE 27 & 28 Hixtown Swamp - No TIITF SSL conveyances or encumbrances



February 18, 2019

-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

1:18,056



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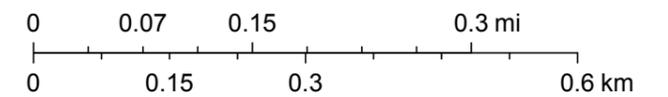
Site 29 Norton Creek- No TIITF SSL conveyances or encumbrances



February 18, 2019

- State Land Records (BTLDSR)
- Public Land Survey System 2006

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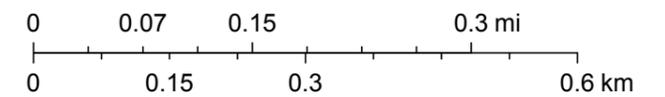
Site 30, 31 DOT Inspection station, retention pond - No TIITF SSL conveyances or acquisitions



February 18, 2019

- State Land Records (BTLDSR)
- Public Land Survey System 2006

1:9,028



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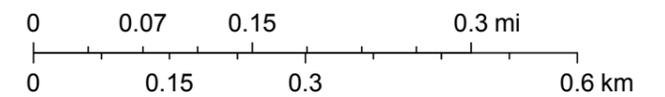
Site 32 Suwannee River - TIITF SSL Easement 25049(2288) at site



February 18, 2019

-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

1:9,028



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FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

February 27, 2019

Sean Fox
Ecology and Environment, Inc.

Dear Mr. Fox,

Re: Jefferson Corridor, Jefferson County

Thank you for your recent inquiry requesting a determination of state-owned lands in Sections 28-36, Township 1 South, Range 3 East; Sections 5 & 8 & 17-19 & 30-31, Township 1 South, Range 4 East; Sections 14-15 & 21-24 & 28-29 & 32-33, Township 1 North, Range 4 East; Sections 19-23 & 26, Township 1 North, Range 5 East; Sections 29-30 & 32-33, Township 1 North, Range 6 East.

Township 1 South, Range 3 East

Our records indicate the state holds title to lands at the project site by deeds recorded in Official Record Book 741 Pgs. 224 & 236 (ADFs 377728 & 377729); those lands are currently under Lease 4806 to the Department of Agriculture and Consumer Services, Division of Forestry (11/27/2017-11/26/2067). The state also holds title lands at the project site by deed recorded in Official Record Book 588 Pg. 566 (ADF 344261); those lands are currently under Lease 4535 to Department of Environmental Protection, Division of Rec. and Parks (12/21/2006-12/20/2056). Our records indicate the state asserts ownership of the submerged lands lying below the ordinary high-water line of St. Marks River (Crossing site 7) in 30-1S-3E. Our records contain insufficient information to determine ownership of the submerged lands lying below the ordinary high-water line of Caney Branch and its tributaries (Crossing sites 8-10) in 34-1S-3E.

Township 1 South, Range 4 East

Our records indicate the state holds title to lands at the project site by deed recorded in Official Record Book 34 Pg. 731 (ADF 2057). Part of the lands described by ADF 2057 are currently under Lease 2346 Sublease to Jefferson County Fire Rescue (10/20/2006-10/20/2021).

Township 1 North, Range 4 East

Our records indicate the state asserts ownership of the submerged lands lying below the ordinary high water line of Cooksey Branch (Crossing site 12) in 32-1N-4E. Our records contain insufficient information to determine ownership of Lang Branch (Crossing site 11) in 32-1N-4E, Morris Branch (Crossing site 13) in 28-1N-4E or Drifton Branch

(Crossing sites 14 & 15) in 15 and 23-1N-4E or Morris Branch (Crossing site 16) in 24-1N-4E.

Township 1 North, Range 5 East

Our records contain insufficient information to determine ownership of Buggs Creek, the unnamed ponds, or Raysor Creek (Crossing sites 17-23) in 20 to 23-1N-5E.

Township 1 North, Range 6 East

Our records contain insufficient information to determine ownership of Wolf Creek (Crossing site 24) in 32-1N-6E. Our records indicate the state asserts ownership of the submerged lands lying below the ordinary high water line of Aucilla River (Crossing site 25) in 33-1N-6E. The project site at Aucilla River is subject to Easement 25080 to the State of Florida Department of Transportation (4/24/1970) in 33-1N-6E.

Parts of the project site are subject to Easement 29192 to the Florida Gas and Transmission Company, LLC (1/3/1995, for 30 years).

The conclusions stated herein are based on a review of records currently available within the Department of Environmental Protection as supplemented, in some cases, by information furnished by the requesting party and do not constitute a legal opinion of title. A permit from the Department of Environmental Protection and other federal, state and local agencies may be required prior to conducting activities.

If this office can be of further assistance regarding this determination, please address your questions to Danielle Durrance, Government Operations Consultant I, mail station No. 108 at the above letterhead address, or by telephone at (850)245-2643.

Sincerely,



Marcus Ashman, PSM, Program Manager
Bureau of Survey and Mapping
Division of State Lands

MJA/dmd

F:/TITLE/Danielle Durrance/JEFFERSON/JEFFERSON COUNTY CORRIDOR FOR FOX



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

February 20, 2019

Sean Fox
Ecology and Environment, Inc.

Dear Mr. Fox,

Re: Leon Corridor, Leon County

Thank you for your recent inquiry requesting a determination of state-owned lands in Sections 26 & 35 in Township 1 North, 2 West; Sections 2 & 11-13 & 24, Township 1 South, Range 2 West; Sections 19 & 25-30 & 33-35, Township 1 South, 1 West; Sections 21-22 & 25-30, Township 1 South, Range 1 East; and Sections 25-30, Township 1 South, Range 2 East.

Sections 26 & 35, Township 1 North, Range 2 West

Our records indicate the Trustees of the Internal Improvement Trust Fund (TIIF) hold title to lands in Section 26 & 35 T1N R 2W North of water crossing site 1 by deed recorded in Official Records Bk 874 Pg. 1348 (ADF 3060). Those lands are currently managed by Lease 3971 to the State of Florida Department of Agriculture and Consumer Services. Part of the project site North of Blountstown Hwy is subject to Easement 29157 to Florida Gas Transmission Company for a gas pipeline (2/10/1994-2/9/2069) and Easement 31981 to Florida Gas Transmission Company (3/10/2010-3/9/2060).

Sections 2 & 11-13 & 24, Township 1 South, Range 2 West

Our records contain insufficient information to determine ownership of the submerged lands lying below the ordinary high-water line of Bradford Brook (Crossing Site 1) in Section 12 or the unnamed waterbody intersected in Section 13.

Sections 19 & 25-30 & 33-35, Township 1 South, 1 West

Our records indicate the TIIF hold title to lands in Section 26 T1S R1W at the project site by deed recorded in Official Record Bk 107 Pg. 333, later corrected by deed recorded in Bk 709 Pg. 76 (ADF 2806 & 6922); those lands are subject to Dedication No. 2 stating the lands shall be used for public purposes only. The TIIF hold reverter interest only in lands at Lake Munson Preserve Park by deed recorded in Bk 2155 Pg. 267 (ADF 327441). Our records indicate the state asserts ownership of the submerged lands lying below the ordinary high-water line of Munson Slough (Crossing Site 2) in Section 35.

Sections 21-22 & 25-30, Township 1 South, Range 1 East

Our records indicate the TIF hold title to lands at the project site in Section 30 by deed recorded in Bk 2155 Pg. 1114 (ADF 15378) and by Instrument No. 20060117376 (ADF 347497); those lands are currently under Lease 4015 to DEP, Division of Rec. & Parks (12/15/1993-14/14/2043). Our records contain insufficient information to determine ownership of the submerged lands lying below the ordinary high-water line of the unnamed pond (Crossing Site 3) in Section 29 or the Shepherd Branch (Crossing Site 4) in Section 22.

Sections 25-30, Township 1 South, Range 2 East

Our records indicate the TIF hold title to lands in Section 25 T1S R2E at the project site by deeds recorded in Official Records Bk 5067 Pg. 1049 (ADF 377728) and Bk 5067 Pg. 1037 (ADF 377729); those lands are managed under Lease 4806 to the Department of Agriculture and Consumer Services, Division of Forestry (11/27/2017-11/26/2067). The TIF hold title to lands in Section 25 T1S R2E at the project site by deed recorded in Bk 3539 Pg. 322 (ADF 344261); those lands are managed under Lease 4535 to the Department of Environmental Protection, Division of Rec and Parks (12/21/2006-12/20/2056). Our records contain insufficient information to determine ownership of the submerged lands lying below the ordinary high-water line of Gum Creek (Crossing Site 5) or Willow Swamp (Crossing Site 6) in Section 25.

Portions of the project site are subject to Easement 29391 to Florida Gas Transmission Company for sovereign submerged lands (1/1/1995, for 30 years).

The conclusions stated herein are based on a review of records currently available within the Department of Environmental Protection as supplemented, in some cases, by information furnished by the requesting party and do not constitute a legal opinion of title. A permit from the Department of Environmental Protection and other federal, state and local agencies may be required prior to conducting activities.

If this office can be of further assistance regarding this determination, please address your questions to Danielle Durrance, Government Operations Consultant I, mail station No. 108 at the above letterhead address, or by telephone at (850)245-2643.

Sincerely,

Karen McMillan, for

Marcus Ashman, PSM, Program Manager
Bureau of Survey and Mapping
Division of State Lands

MJA/dmd

F:/TITLE/Danielle Durrance/LEON/LEON COUNTY CORRIDOR FOR FOX



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

May 20, 2019

Jude Dawson
Environmental Consulting & Technology, Inc.
3701 NW 98th Street
Gainesville, Florida 32606

Dear Mr. Dawson,

Re: Leon County Corridor, Leon County

Thank you for your recent inquiry requesting a determination of state-owned lands in Sections 6 in Township 2 South, Range 2 East; Sections 1-6 in Township 2 South, Range 1 East; Sections 1 & 2, Township 2 South, Range 1 West; Sections 35 & 36, Township 1 South, Range 1 West; Sections 31-36, Township 1 South, Range 1 East; and Sections 25-27 and 31-34 Township 1 South, Range 2 East.

Sections 35 & 36, Township 1 South, Range 1 West

Our records indicate activities at the site may affect the lands at Lake Munson Preserve Park by Deed in O.R. Bk 2,155 Pg. 267 (ADF 327441; the State holds reverter interest only). Our records indicate the submerged lands lying below the ordinary high-water line of Munson Slough (in Section 35) are state owned.

Sections 31-22, Township 1 South, Range 1 East

Our records indicate the State holds title to lands at the project site in Instrument No. 20060117376 (ADF 347497); those lands are currently under Lease No. 4,015 to Department of Environmental Protection's Division of Recreation and Parks.

Sections 25-34, Township 1 South, Range 2 East

Our records indicate the State holds title to lands in Section 25 T1S R2E at the project site by Deeds in O. R. Bk 5067 Pg. 1049 (ADF 377728) and O.R. Bk 5067 Pg. 1037 (ADF 377729); those lands are managed under Lease No. 4,806 to the Department of Agriculture and Consumer Services, Division of Forestry. The State hold title to lands in Section 25 T1S R2E at the project site by Deed in O.R. Bk 3539 Pg. 322 (ADF 344261); those lands are managed under Lease No. 4535 to the Department of Environmental Protection, Division of Recreation and Parks. Our records contain insufficient information to determine ownership of the submerged lands lying below the ordinary high-water line of Gum Creek or Willow Swamp in Section 25.

Section 5, Township 2 South, Range 1 East

Our records indicate the State holds title to lands at the project site in Instrument No. 20060117376 (ADF 347497); those lands are currently under Lease No. 4015 to Department of Environmental Protection's Division of Recreation & Parks. The State also holds title to lands in Deed in O.R. Bk 1524 Pg. 2130 (ADF 11614), Deed in O.R. Bk 1541 Pg. 1468 (ADF 11590), Deed in O.R. Bk 340 Pg. 299 (ADF 2062), and are subject to easement 28541 to the City of Tallahassee. A portion of the lands are under Lease No. 2346 to the Department of Agriculture and Consumer Services, Division of Forestry.

Portions of the project site are subject to Easement No. 29391 to Florida Gas Transmission Company for sovereign submerged lands.

The conclusions stated herein are based on a review of records currently available within the Department of Environmental Protection as supplemented, in some cases, by information furnished by the requesting party and do not constitute a legal opinion of title. A permit from the Department of Environmental Protection and other federal, state and local agencies may be required prior to conducting activities.

If this office can be of any further assistance regarding this determination, please address your questions to Tanja Hall, Government Operations Consultant II, mail station No. 108 at the above letterhead address, or by telephone at (850) 245-2799.

Sincerely,



Marcus Ashman, PSM, Program Manager
Bureau of Survey and Mapping
Division of State Lands

MJA/th

F:\TITLE\TANJA\2019 TITLE REQUESTS\2ND QUARTER\LEON\LEON COUNTY CORRIDOR



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

February 6, 2019

Michael Harrington, Ph.D., P.W.S.
9428 Baymeadows Rd., Suite 400
Jacksonville, FL 32256

Dear Mr. Harrington,

Re: FPL Project 19-116579, Leon County

Thank you for your recent inquiry requesting a determination of state-owned lands in Sections 23 & 26, Township 1 North, Range 2 West.

Our records indicate the state asserts ownership of the submerged lands lying below the mean high-water line of Ochlockonee River at the project site. Lands at the Ochlockonee River & SR-10 intersection are subject to Easement 25013 to FDOT (12/3/1969) and Easement 30578 to PF Net Network Services Corp. and AT&T Corp. (12/13/2000). The state holds title to lands West of Geddie Rd at the project site by deed recorded in Official Record Book 874 Pg. 1348; those lands are currently managed under Lease 3971 to the Department of Agriculture and Consumer Services (6/28/1993-6/27/2043). Lands located West of the Houston Rd & Geddie Rd intersection are subject to Easement 29869 to Leon County for public road right of way (1/7/1997). Our records contain insufficient information to determine ownership of the unnamed tributaries of Ochlockonee River at the project sites labeled 1 and 2.

The conclusions stated herein are based on a review of records currently available within the Department of Environmental Protection as supplemented, in some cases, by

information furnished by the requesting party and do not constitute a legal opinion of title. A permit from the Department of Environmental Protection and other federal, state and local agencies may be required prior to conducting activities.

If this office can be of further assistance regarding this determination, please address your questions to Danielle Durrance, Government Operations Consultant I, mail station No. 108 at the above letterhead address, or by telephone at (850)245-2643.

Sincerely,

Karen McMillan

Karen McMillan
Bureau of Survey and Mapping
Division of State Lands

KM/dmd

F:/TITLE/Danielle Durrance/LEON/FPL WATER CROSSINGS 19-116579

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
TITLE AND LAND RECORDS SECTION
BOARD OF TRUSTEES LAND DATABASE SYSTEM
WORKSHEET SHORT FORM (FOR INTERNAL DEP USE ONLY)

WORKSHEET ID: 113709
COUNTY: Gadsden
FILE NUMBER: FPL CONCEPTUAL PROJECT
APPLICANT:
COMPANY:
SITE: PHASE 3; CROSSING VARIOUS WATERWAYS WITHIN GADSDEN COUNTY
TYPE OF ACTIVITY: SUBAQUEOUS UTILITY
PROJECT LOCATION:
AQUATIC PRESERVE:
WATER BODY: TELOGIA CREEK, LITTLE TELOGIA CREEK, MILL DAM BRANCH, COX CREEK, FLAT CREEK, MONROE CREEK, CROOKED CREEK, APALACHICOLA RIVER, ROBINSON CREEK, OCHLOCKONEE RIVER, LITTLE RIVER, MIDWAY BRANCH, RICHLANDER CREEK

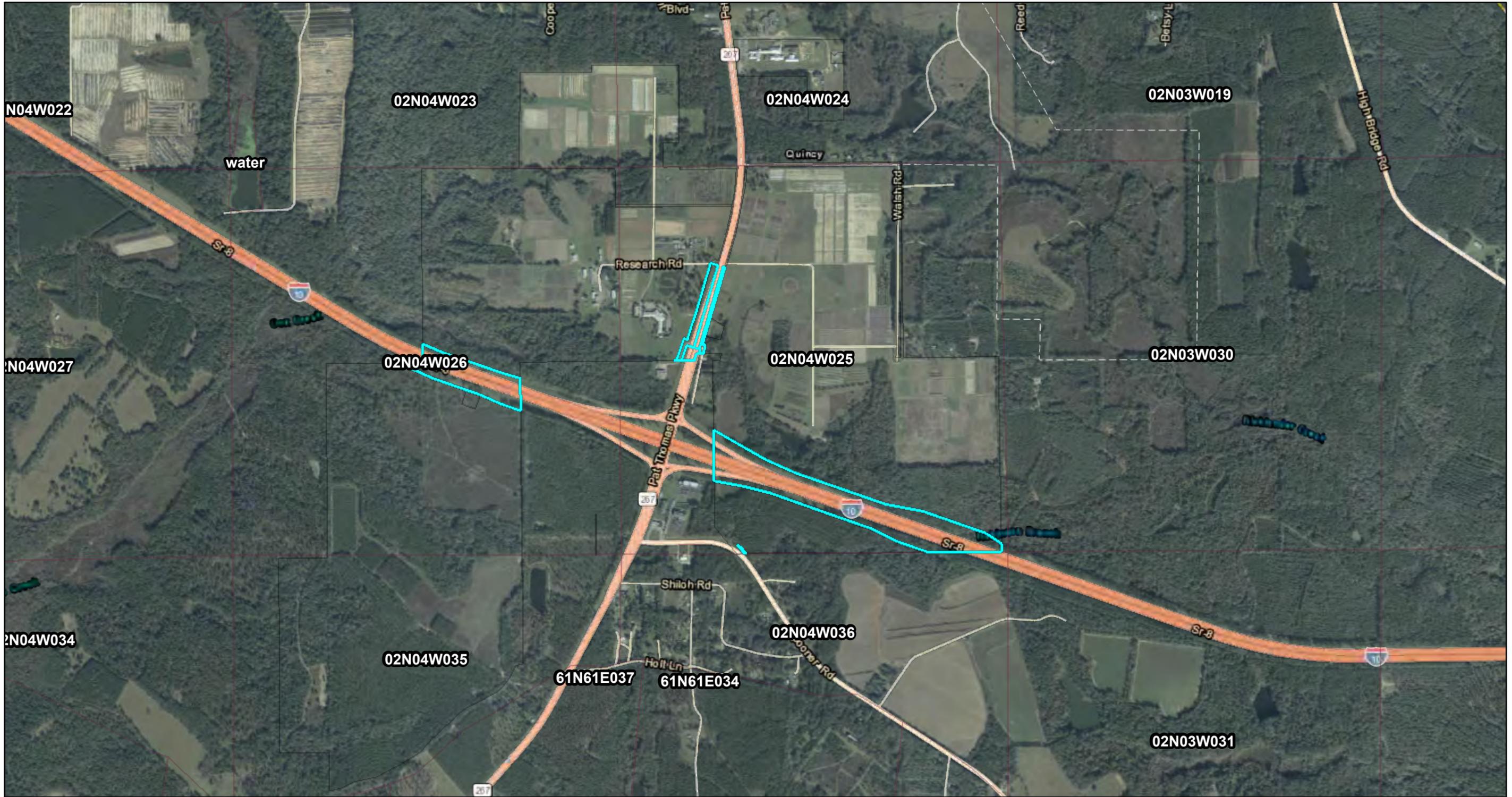
DETERMINATION STATEMENT: OUR RECORDS INDICATE THAT THE SUBMERGED LANDS LYING BELOW THE ORDINARY HIGH WATER LINE OF THE LITTLE RIVER (34-02N-03W), THE OCHLOCKNEE RIVER (23-01N-02W), THE APALACHICOLA RIVER (26-03N-07W), MIDWAY BRANCH (15-01N-02W), AND CROOKED CREEK (30-03N-06W) ARE STATE OWNED. OUR RECORDS CONTAIN INSUFFICIENT INFORMATION TO DETERMINE THE OWNERSHIP OF THE REMAINING WATERBODIES WITHIN THE NEWLY PROPOSED CORRIDOR. THEREFORE WE RECOMMEND THAT THE PROPRIETARY REQUIREMENTS THAT NORMALLY APPLY TO STATE OWNED LANDS NOT APPLY TO THESE WATERBODIES. ADDITIONALLY, OUR RECORDS INDICATE THE PROPOSED PROJECT WILL FALL WITHIN EASEMENT # 25013 TO FDOT, EASEMENT #30578 TO AT&T, (23-01N-02W) EASEMENT #29393 (9,15, 01N, 02W & 1, 01N, 03W), EASEMENT #30578 TO AT&T, EASEMENT #25362 TO FDOT, AND RELEASE OF FLOODING RIGHTS & ACQUITANCES (34 & 35, 02N) AND EASEMENT #25456 TO FDOT (26, 03N,07W). THE SITE LIES ADJACENT TO UPLAND LEASE #3971, LAKE TALQUIN STATE RECREATION AREA (23, 01N, 02W); AND IS SUBJECT TO TO LEASE #3949, JOE BUDD WILDLIFE MANAGEMENT AREA (23-01N-02W), LEASE #2790 (25 & 26, 02N, 4W) AND LEASE #3645 (23, 03N, 07W). STATE OWNED UPLANDS FALL WITHIN THE PROPOSED CORRIDOR AND ARE RECORDED IN DEED OR BK 128 PG 559 (01N, 02W & 2N, 3W) FOR ASSIGNMENT OF EASEMENTS, DEED OR BK 388 PG 884 (23, 01N, 02W), DEED OR BK131, PG 164 (02N, 04W), DEED OR BK 615 PG 334 (03N, 07W) AND DEED # 25420 TO FDOT (25, 02N, 04W).

TO: MICHAEL HARRINGTON

TH 2/6/19

PREPARER: HINTON_T
DATE APPROVED: 02/13/2019
APPROVED BY: ASHMAN_M
WORKSHEET STATUS: Approved

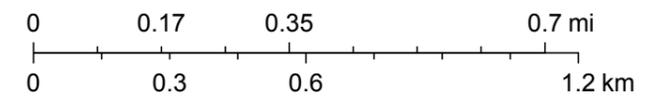
DEED 25420



February 5, 2019

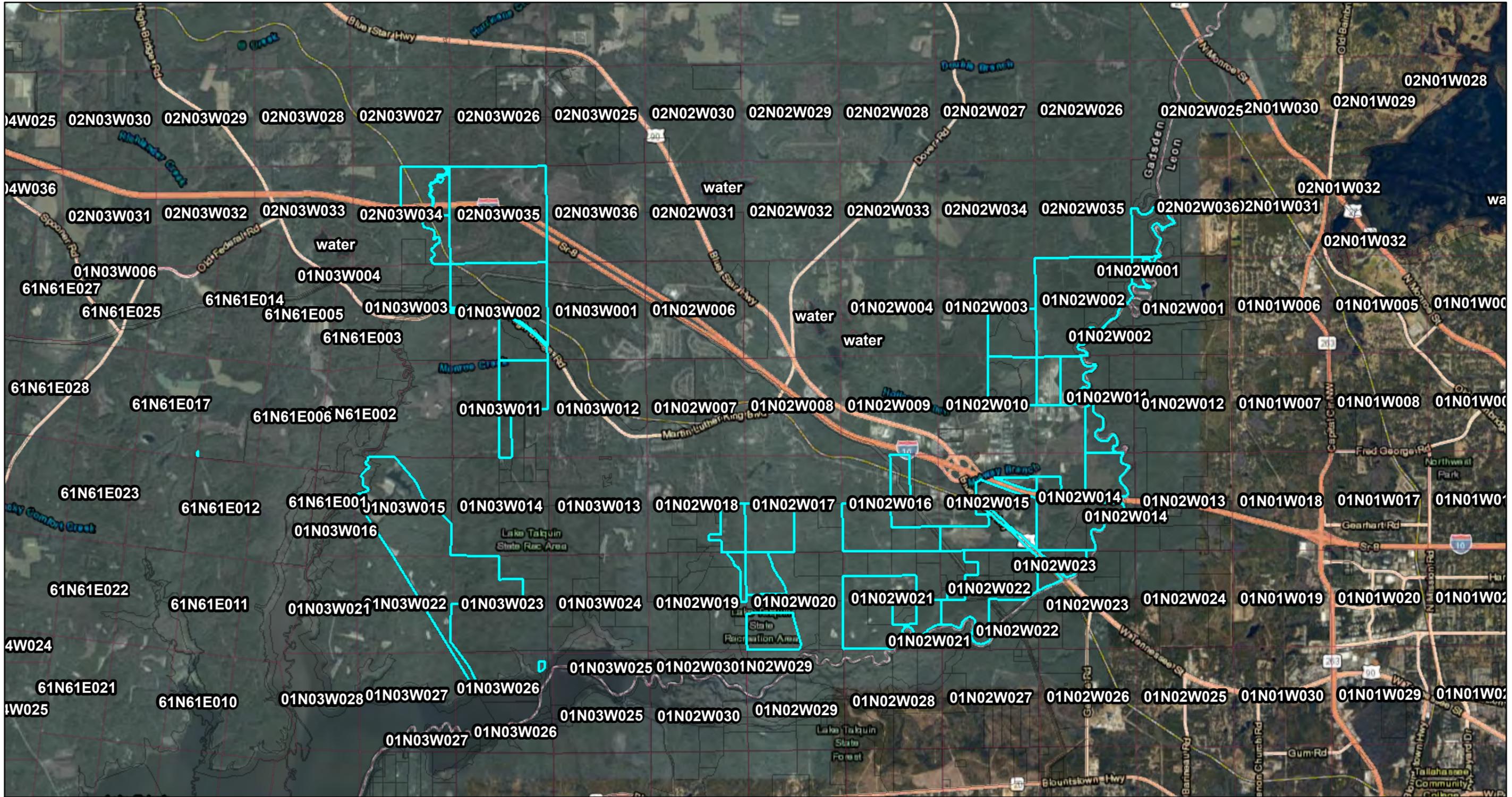
-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

1:18,056



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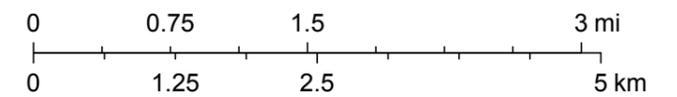
DEED OR BK 128 PG 559



February 5, 2019

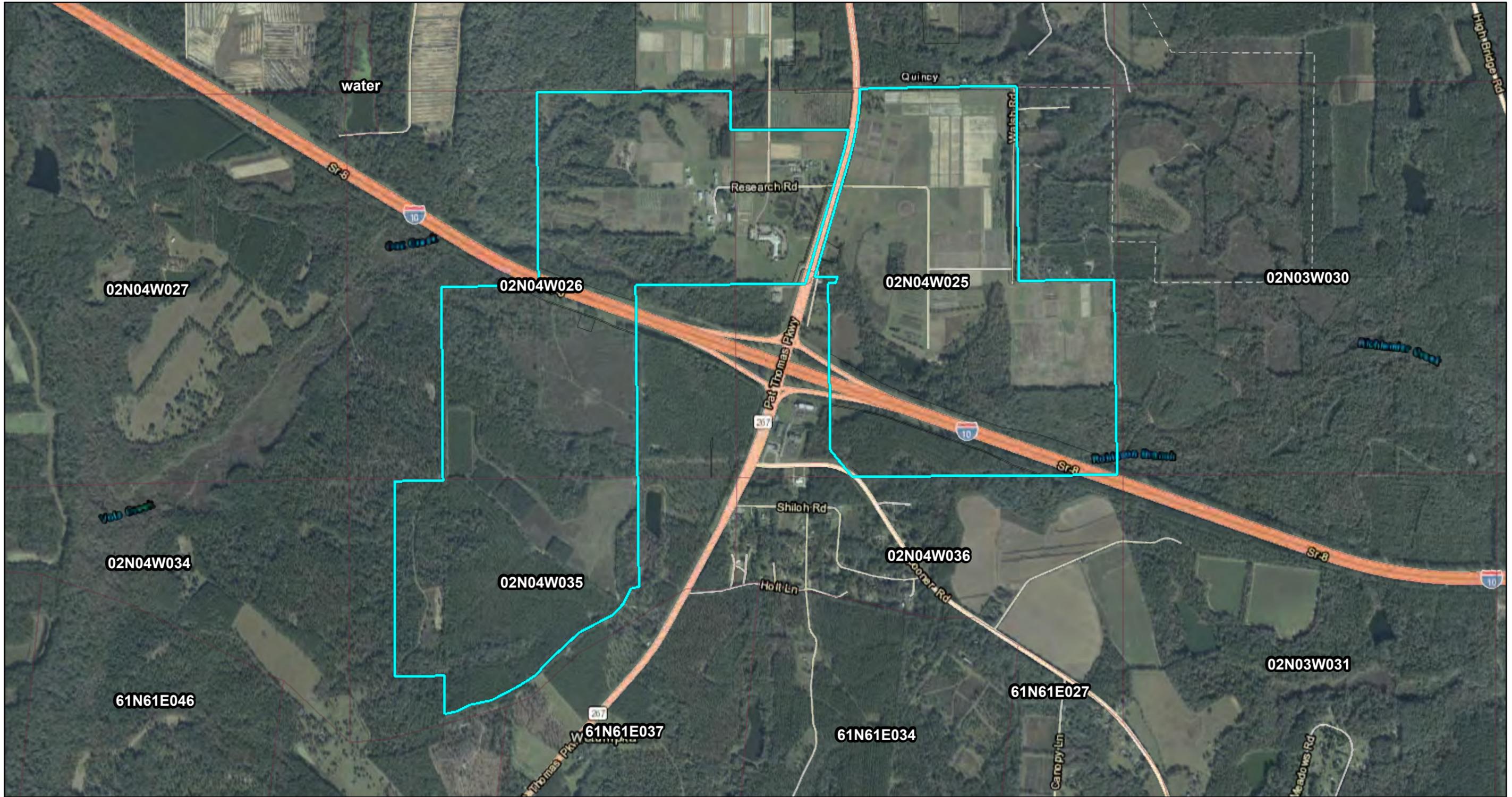
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-  State Land Records (BTLDSR)
-  Public Land Survey System 2006



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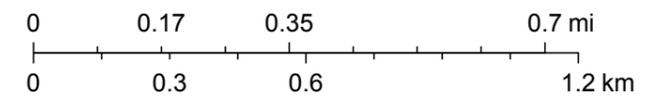
DEED OR BK 131 PG 164



February 5, 2019

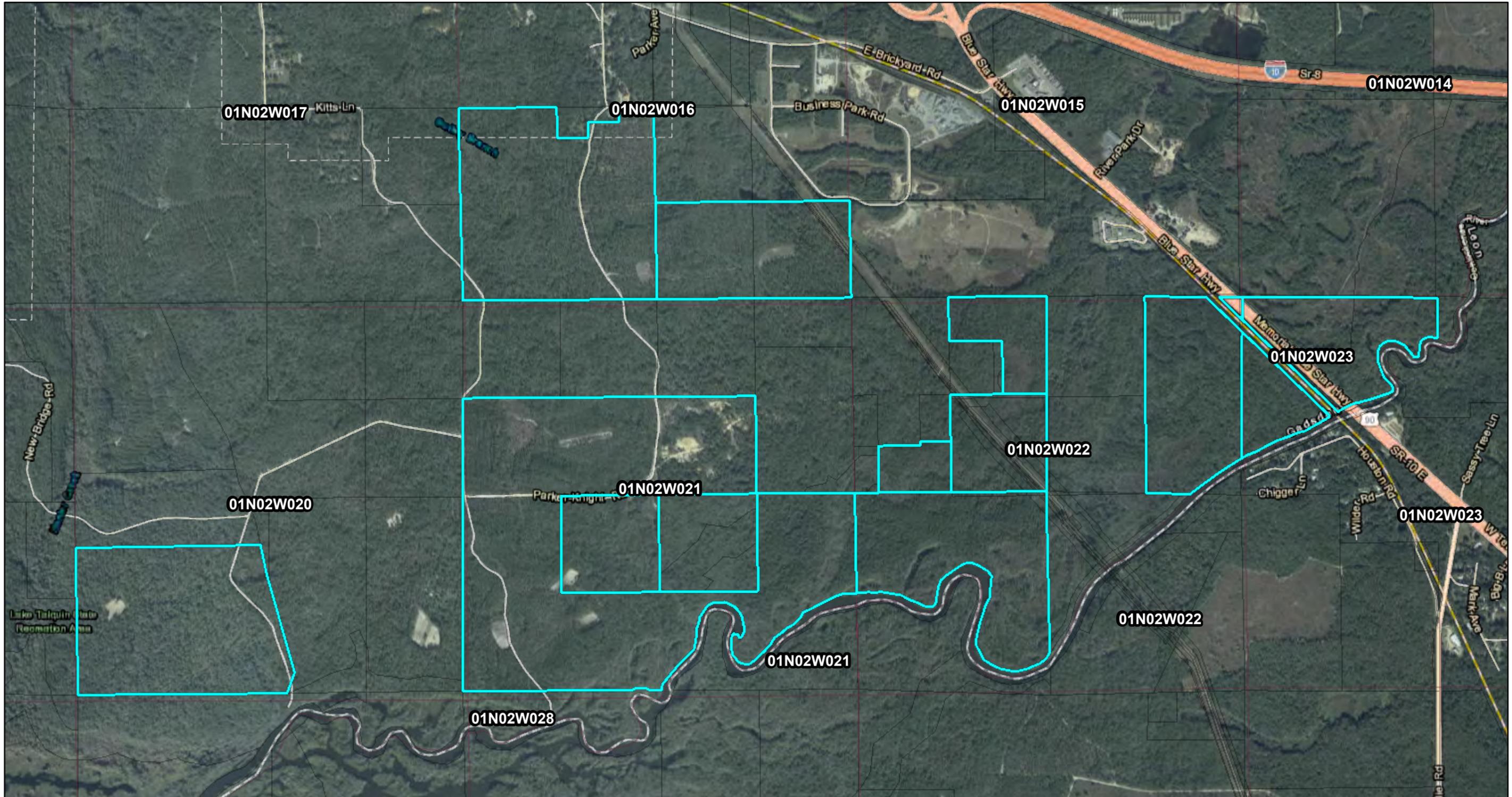
-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

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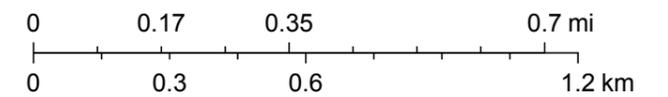
DEED OR BK 388 PG 884



February 5, 2019

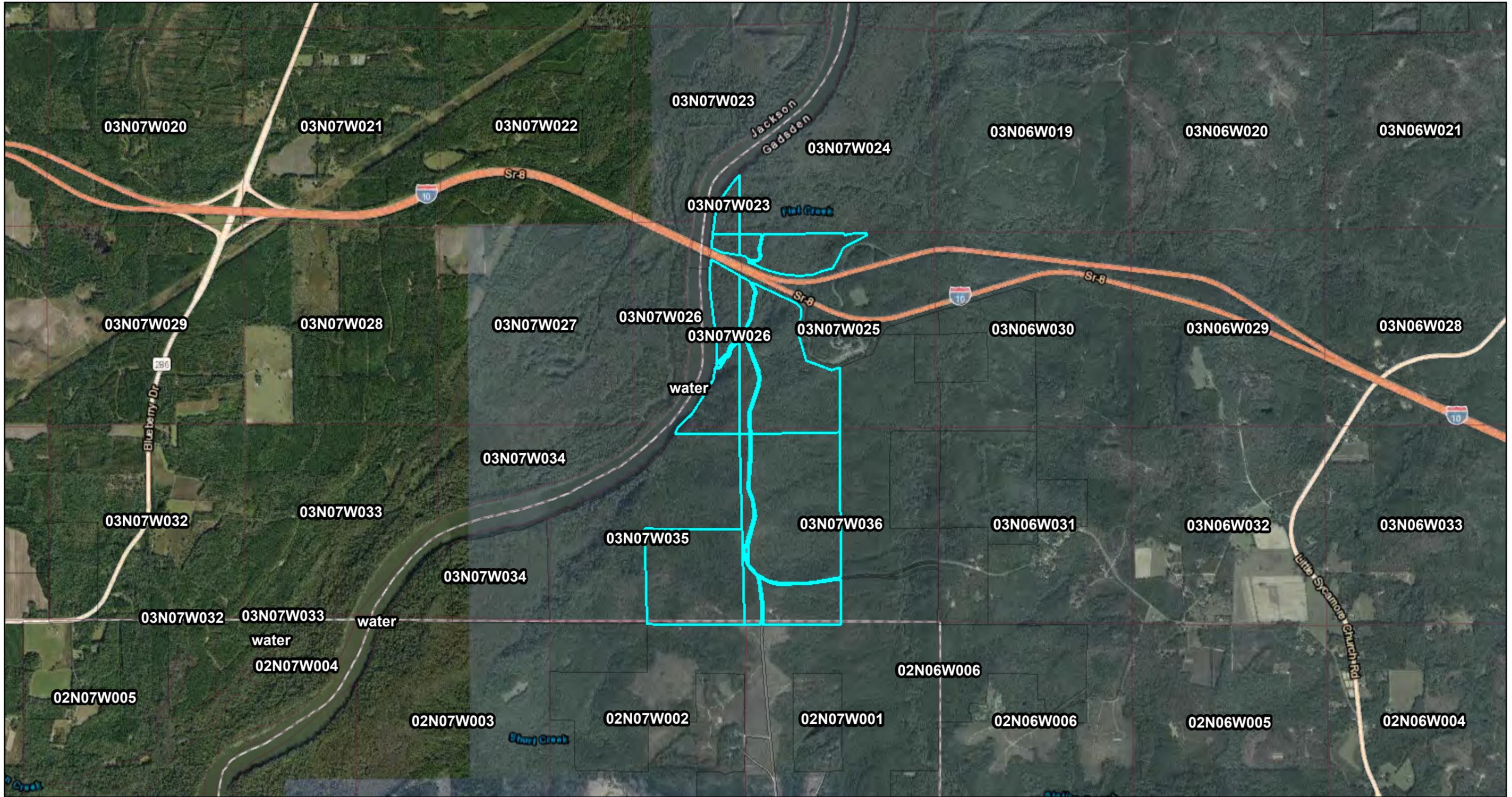
-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

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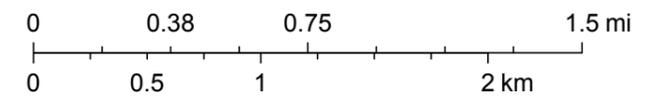
DEED OR BK 615 PG 334



February 5, 2019

-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

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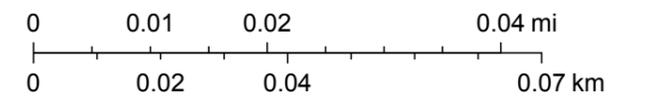
EASEMENT 25013



February 5, 2019

-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

1:1,128



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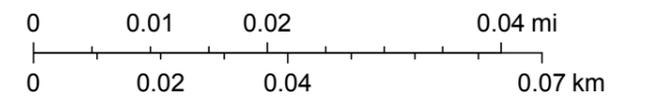
EASEMENT 25362



February 5, 2019

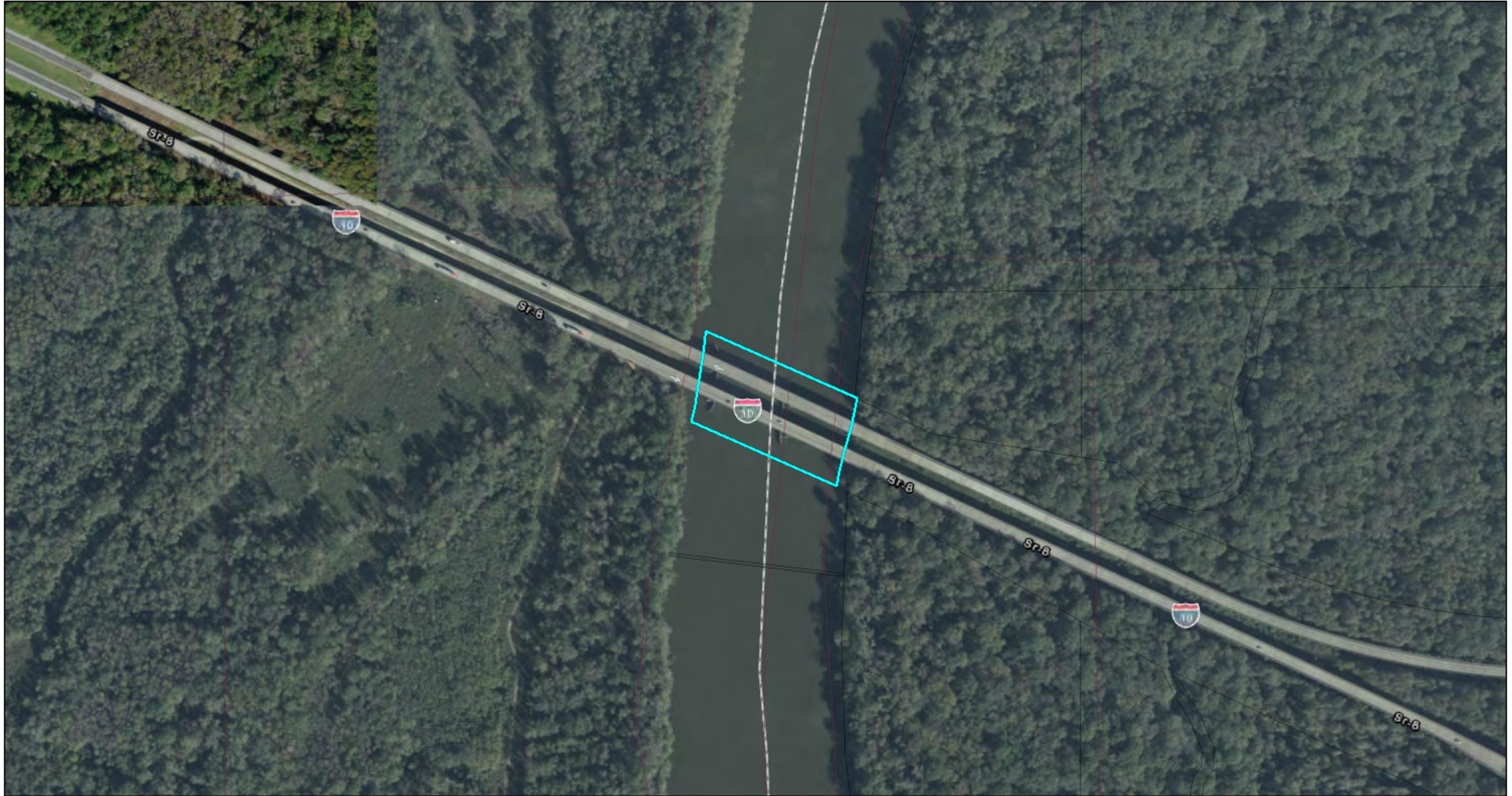
-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

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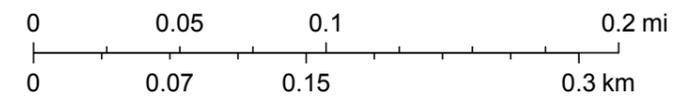
EASEMENT 25456



February 5, 2019

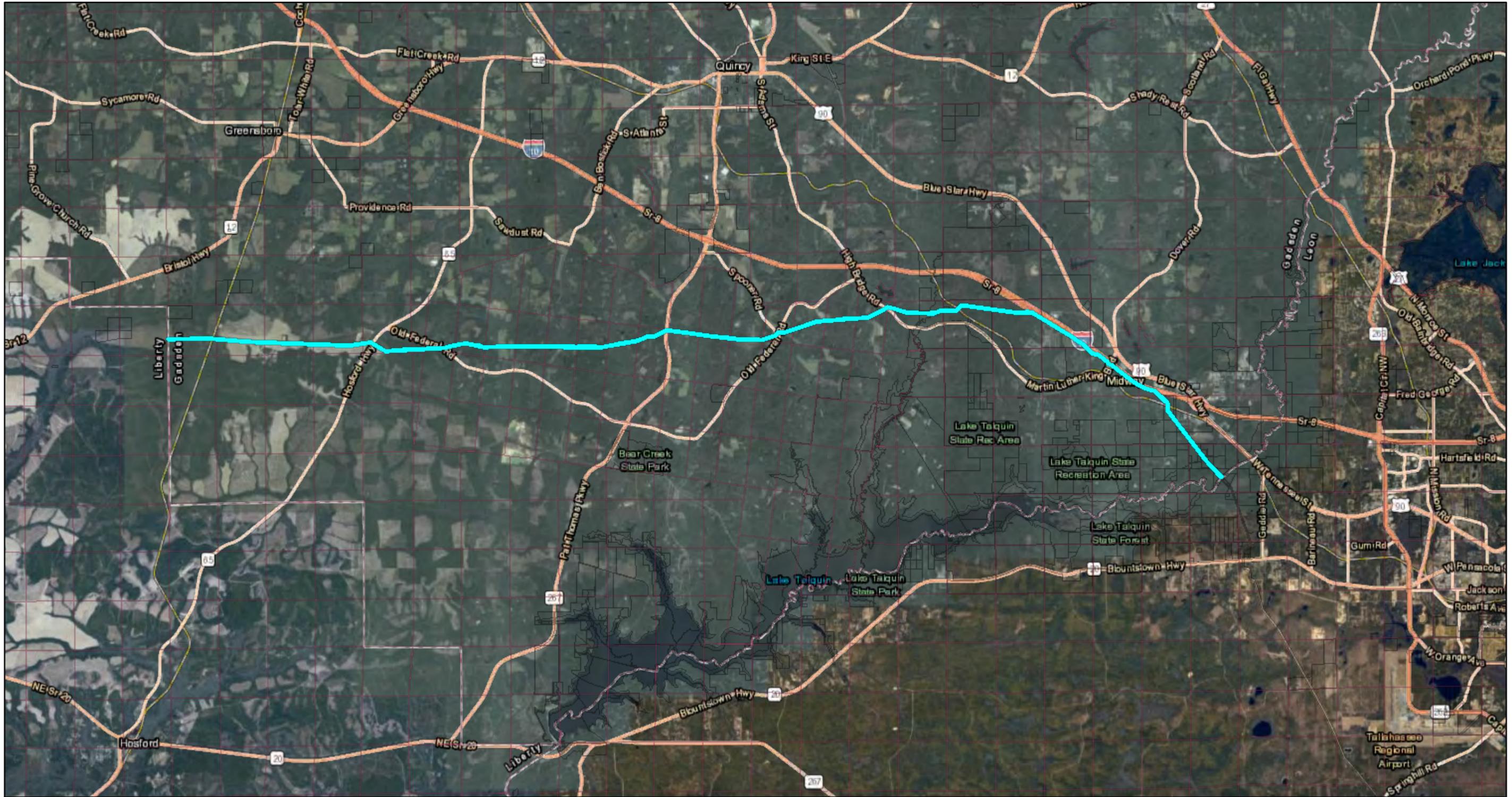
-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

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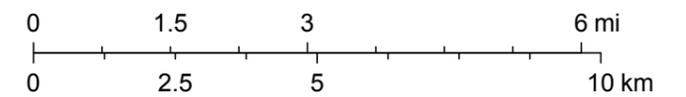
EASEMENT 29393



February 5, 2019

1:144,448

-  State Land Records (BTLDSR)
-  Public Land Survey System 2006



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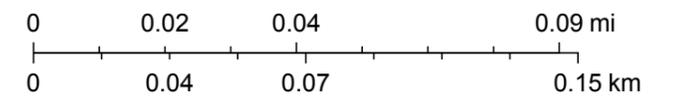
EASEMENT 30578



February 5, 2019

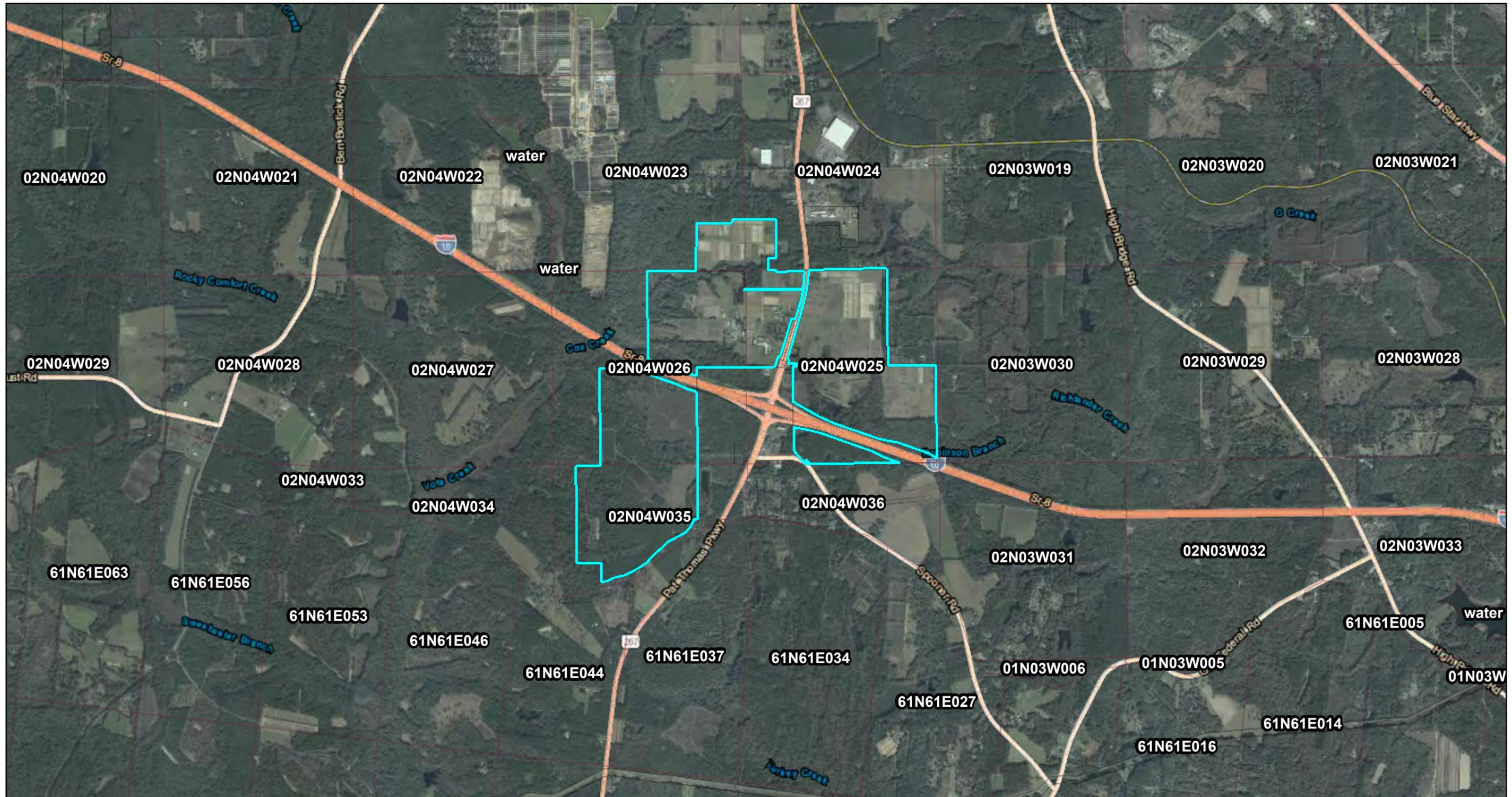
-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

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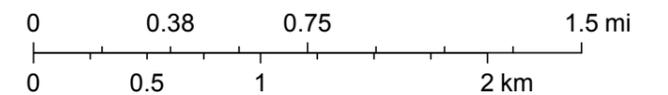
LEASE 2790



February 5, 2019

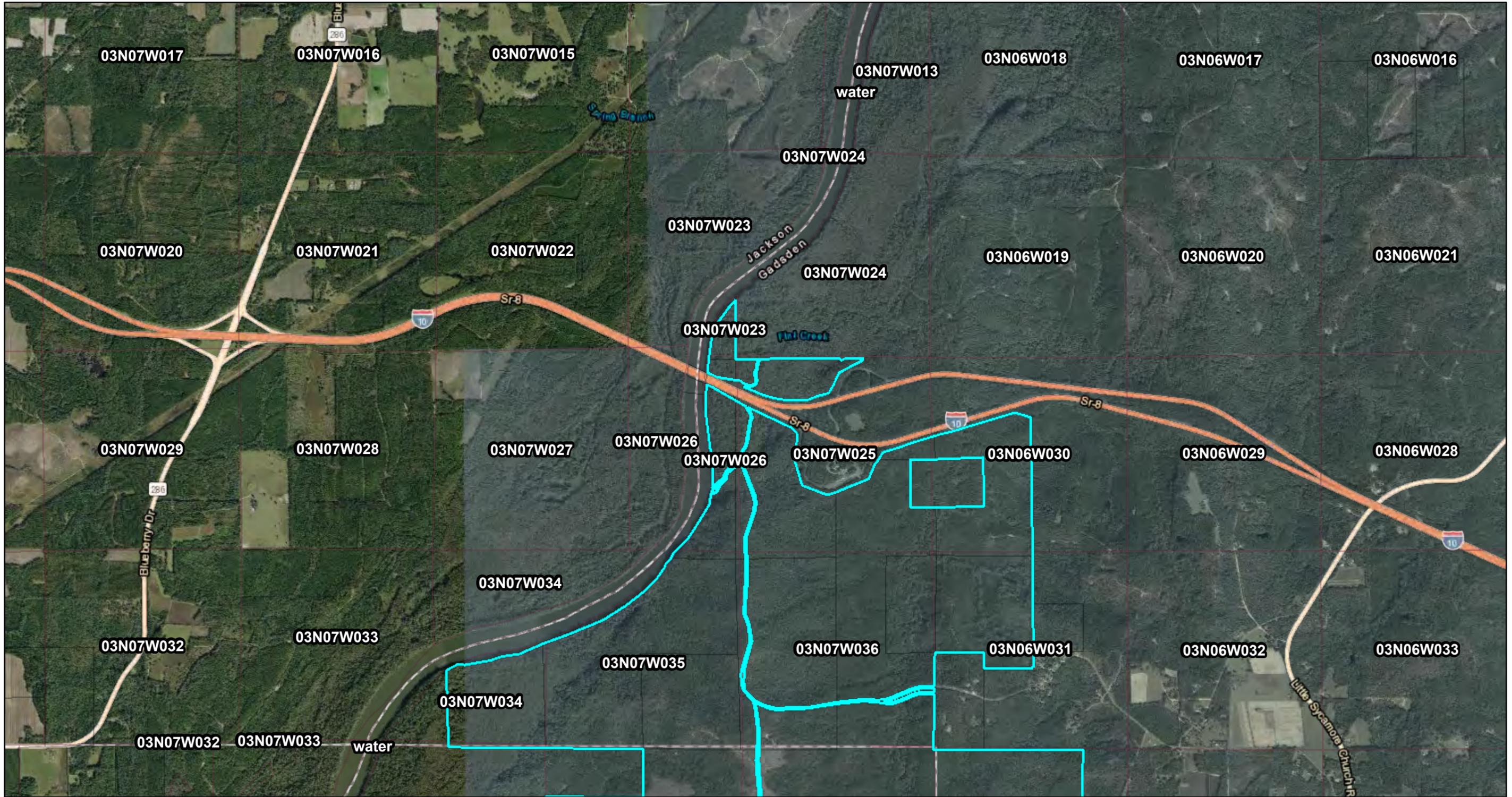
-  State Land Records (BTLDSR)
-  Public Land Survey System 2006

1:36,112



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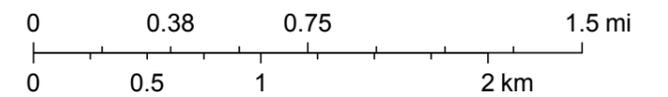
LEASE 3645



February 5, 2019

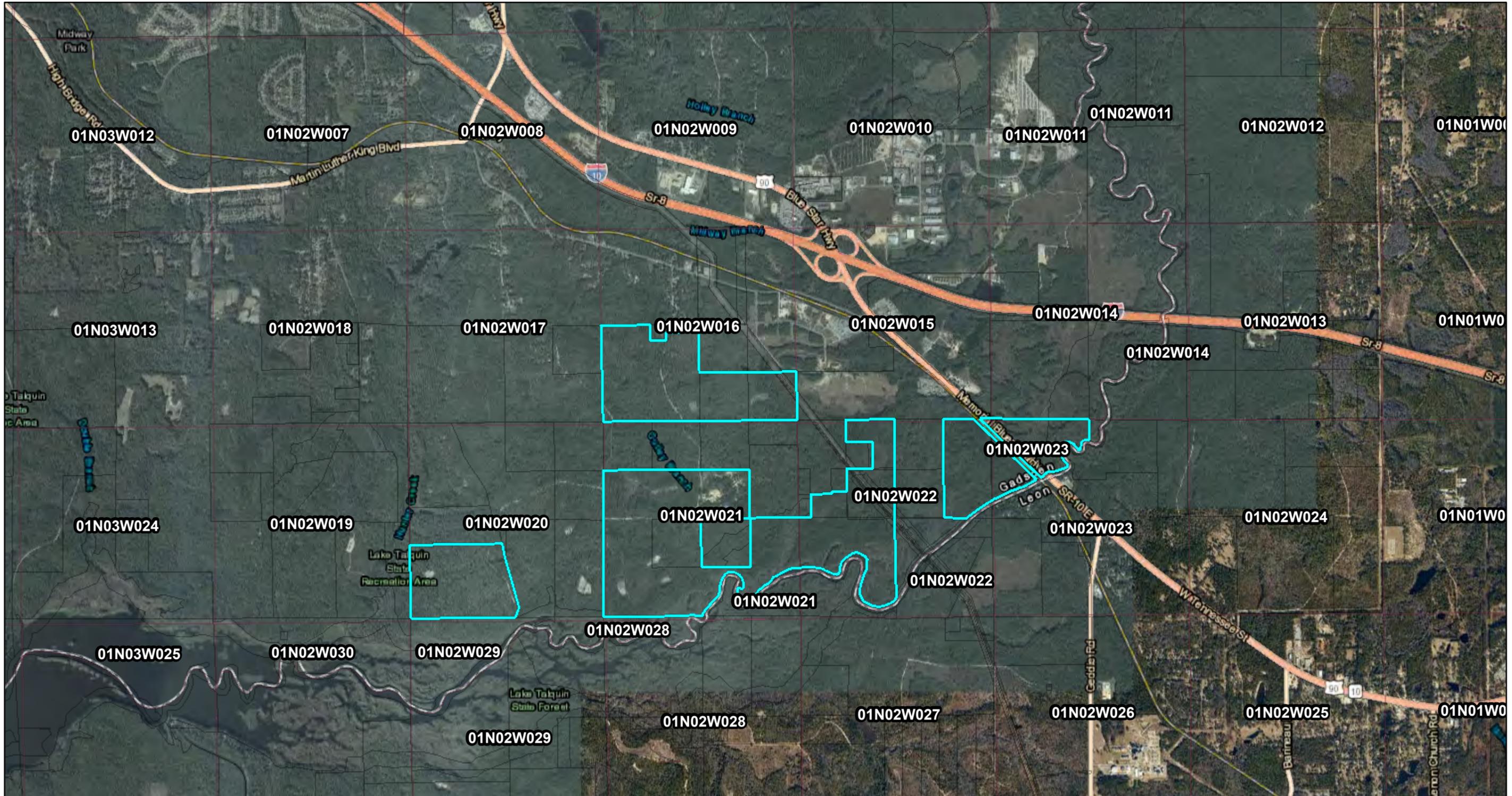
- State Land Records (BTLDSR)
- Public Land Survey System 2006

1:36,112



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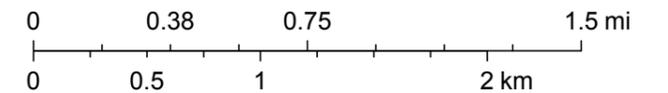
LEASE 3949



February 5, 2019

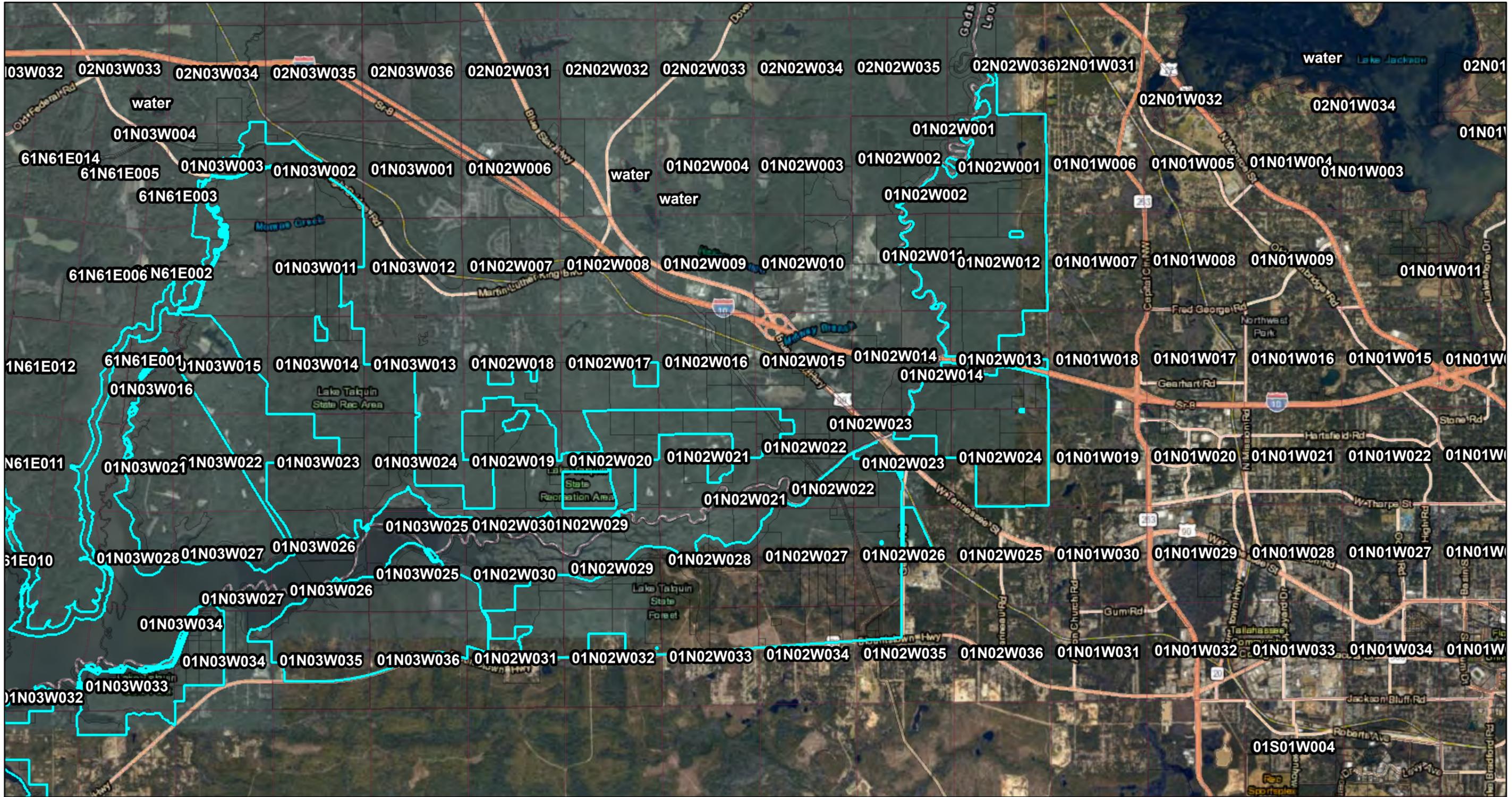
- State Land Records (BTLDSR)
- Public Land Survey System 2006

1:36,112



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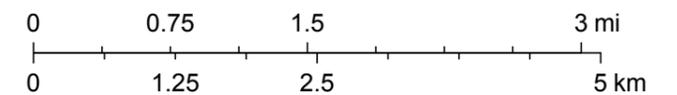
LEASE 3971



February 5, 2019

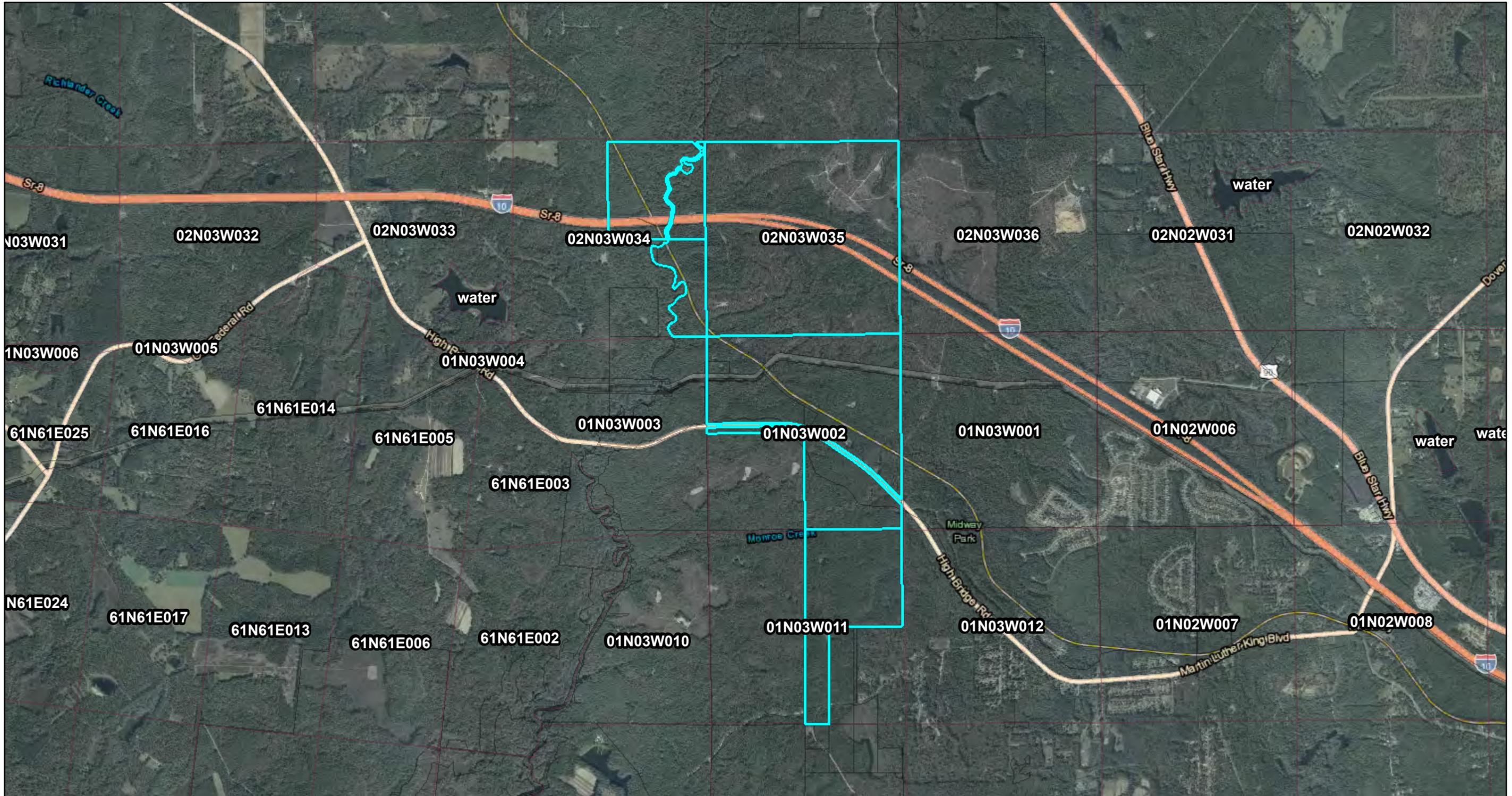
1:72,224

- State Land Records (BTLDSR)
- Public Land Survey System 2006



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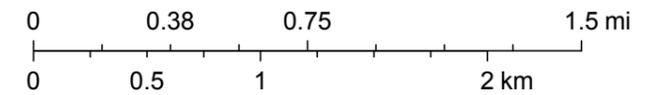
RELEASE OF FLOODING RIGHTS & ACQUITANCES



February 5, 2019

- State Land Records (BTLDSR)
- Public Land Survey System 2006

1:36,112



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FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

February 4, 2019

Michael Harrington, Ph.D., P.W.S.
9428 Baymeadows Rd., Suite 400
Jacksonville, FL 32256

Dear Mr. Harrington,

Re: FPL Project 19-116579, Jackson County

Thank you for your recent inquiry requesting a determination of state-owned lands in Sections 14, 15, & 22; Township 3 North; 7 West.

Our records indicate the state asserts ownership of the submerged lands lying below the ordinary high water line of Spring Branch at the project site. No easements have been granted by the Trustees of the Internal Improvement Trust Fund are on file for the project site.

The conclusions stated herein are based on a review of records currently available within the Department of Environmental Protection as supplemented, in some cases, by information furnished by the requesting party and do not constitute a legal opinion of title. A permit from the Department of Environmental Protection and other federal, state and local agencies may be required prior to conducting activities.

If this office can be of further assistance regarding this determination, please address your questions to Danielle Durrance, Government Operations Consultant I, mail station No. 108 at the above letterhead address, or by telephone at (850)245-2643.

Sincerely,

A handwritten signature in blue ink that reads "Marcus J. Ashman".

Marcus J. Ashman, PSM, Program Manager
Bureau of Survey and Mapping
Division of State Lands

MJA/dmd

F:/TITLE/Danielle Durrance/JACKSON/FPL WATER CROSSINGS 19-116579