

OPTION AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

THIS AGREEMENT is made this ____ day of _____, 20__, between The Conservation Fund, a Maryland not-for-profit corporation and a not-for-profit organization as defined under Section 501(c)(3) of the Internal Revenue Code, with an address at 1655 N. Fort Myer Drive, Suite 1300, Arlington, Virginia 22209, as seller ("Seller") and ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P. O. Box 5547, Gainesville, Florida, 32627-5547, and ALACHUA CONSERVATION TRUST, whose address is 7204 S.E. County Road 234, Gainesville, Florida 32641 , as tenants in common, as purchasers (together, referred to as "Purchaser").

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase real property located in Alachua County, Florida, described in Exhibit "A" ("Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties but exercise of the option is subject to approval by the Alachua County Board of County Commissioners (the "Board") and is effective only if Purchaser gives written notice of exercise to the Seller. The Board's representative in all matters shall be the Alachua County Environmental Protection Department, 408 West University Avenue, Suite 106, Gainesville, Florida 32601 (the "County").

2. OPTION TERMS. The nonrefundable option payment is Ten Dollars (\$10.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. The option may be exercised during the period beginning with Purchaser's execution of this Agreement and ending 120 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3A) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3A. PURCHASE PRICE. If the Option is exercised, the purchase price for the Property is ONE MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,775,000.00) ("Initial Purchase Price") which will be paid by check or electronic wire transfer at closing. Seller hereby authorizes Purchaser to issue funds for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Purchase Price, hereinafter defined, by Purchaser and upon confirmation that the Final Purchase Price is not in excess of the maximum value of the Property as determined in accordance with applicable County rules and regulations ("County Approved Value"). The determination of the County Approved Value and the Final Purchase Price can only be made after the completion and the County's approval of the survey required in paragraph 5.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, Purchaser determines that the Initial Purchase Price exceeds the County Approved Value of the Property, the Initial Purchase Price will be reduced to the County Approved Value of the Property (herein the "Final Purchase Price"). If the Final Purchase Price is less than 100% of the Initial Purchase Price because of a reduction in the County Approved Value of the Property, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Purchaser of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from Purchaser of the Final Purchase Price. If Seller fails to give Purchaser a written notice of termination within the aforesaid time period from receipt of Purchaser's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price.)

3C. The Final Purchase Price to be paid pursuant to this Agreement for the fee simple interest in the Property shall be cost shared, as follows:

(1) ACT: ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)

(2) COUNTY: SEVEN HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$775,000.00).

4.A. ENVIRONMENTAL SITE ASSESSMENT. Seller, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment ("Seller's ESA") of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.). If Seller's ESA is acceptable to Purchaser, Purchaser will reimburse Seller at closing for cost of Seller's ESA. Purchaser may have a separate environmental site assessment ("Purchaser's ESA") of the Property completed. Purchaser may elect, within its sole discretion, to rely on either the Seller's ESA or Purchaser's ESA for purposes of this Agreement, and such environmental site assessment shall, upon such election, be deemed the "Environmental Audit" for all purposes hereunder. If the ESA shows any encroachment on the Property, or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

4.B. HAZARDOUS MATERIALS. In the event that the Environmental Audit provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller may, in its sole discretion and at its sole cost and expense and prior to the closing, diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). If Seller refuses to or

is unable to bring the Property into compliance with Environmental Law prior to closing, then Purchaser may terminate this Agreement with no further obligations under this Agreement for or to either party. Notwithstanding any of the foregoing, Seller warrants that any billboards on Property shall be removed prior to closing.

5. SURVEY. Seller may, at its sole expense, obtain and deliver to the Purchaser within thirty (30) days of Effective Date of this Agreement, a sealed copy of a boundary survey of the Property, which survey shall be dated within sixty (60) days of the date of delivery to the Purchaser, shall be certified in compliance with Florida minimum technical standards for surveys, and which shall be certified to Alachua County, a political subdivision of the State of Florida and Alachua Conservation Trust (“Seller’s Survey”). If Seller’s Survey is acceptable to Purchaser, Purchaser will reimburse Seller at closing for cost of Seller’s Survey. Should Purchaser require any changes to Seller’s Survey, the cost of such changes or revisions shall be borne solely by Purchaser. Purchaser may have a separate survey of the Property completed by a professional surveyor and mapper licensed by the State of Florida at its sole expense (“Purchaser’s Survey”). Purchaser may elect, within its sole discretion, to rely on either the Seller’s Survey or Purchaser’s Survey for purposes of this Agreement, and such survey shall, upon such election, be deemed the “Survey” for all purposes hereunder. If the Survey shows any encroachment on the Property, or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Seller agrees to provide a marketable title insurance commitment (“Seller’s Title Commitment”), to be followed by an owner’s marketable title insurance policy (ALTA Form “B” with Florida revisions, “Seller’s Title Policy”) from a title insurance company approved by Purchaser, insuring marketable title to the Property in the amount of the purchase price. Both the Seller’s Title Commitment and the Seller’s Title Policy which shall also name Alachua County, a political subdivision of the State of Florida, and Alachua Conservation Trust as insureds. If Seller’s Title Commitment and the Seller’s Title Policy are acceptable to Purchaser, Purchaser will reimburse Seller at closing for cost of Seller’s Title Commitment and the Seller’s Title Policy. Purchaser may have a separate marketable title insurance commitment (“Purchaser’s Title Commitment”), to be followed by an owner’s marketable title insurance policy (ALTA Form “B” with Florida revisions, “Purchaser’s Title Policy”). Purchaser may elect, within its sole discretion, to rely on either the Seller’s Title Commitment and the Seller’s Title Policy or Purchaser’s Title Commitment and Purchaser’s Title Policy for purposes of this Agreement, and such title commitment and title policy shall, upon such election, be deemed the “Title Policy” and “Title Insurance Commitment” for all purposes hereunder.

7. DEFECTS IN TITLE. If the Purchaser is aware of -- or a Title Insurance Commitment or Survey furnished pursuant to this Agreement discloses -- any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, make a good faith effort to remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens

against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed to by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a good faith effort to remove the title defects, Seller shall be in default and the provisions of paragraph 16 of this Agreement shall apply.

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

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), *Florida Statutes*, on forms provided by Purchaser. Purchaser shall prepare the deed described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, *Florida Statutes*, and an environmental affidavit in the form attached hereto as Exhibit "B".

10. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8 of this Agreement and any other recordable instruments which the title company deems necessary to assure good and marketable title to the Property.

11. TAXES AND ASSESSMENTS. If this option is exercised by the Board, all real estate taxes and assessments which are or which may become a lien against the Property shall be prorated between the parties to the date of closing. Notwithstanding any provision herein to the contrary, if this option is assigned to the Board, all real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. If this option is exercised by the Board and the Board acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, *Florida Statutes*, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Board acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

12. CLOSING PLACE AND DATE. The closing shall be on or before ninety (90) days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, survey, environmental site assessment, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 15 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

13. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or that have not been disclosed to Purchaser.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by Purchaser in writing.

Seller shall clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of Purchaser prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) extend the amount of time the Seller has to remove all trash and debris from the Property, (b) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

14. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date Seller acquires the Property from its current owner, Plum Creek Timberlands LP, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Prior to Seller's acquisition of the Property from Plum Creek Timberlands LP, Seller cannot provide or guarantee access of any kind to the Property. Seller shall deliver possession of the Property to Purchaser at closing.

15. ACCESS. Seller warrants that as of the closing date defined in paragraph 12 above, there will be legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

16. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of

any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

17. **BROKERS**. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold harmless Purchaser from any and all such claims, whether disclosed or undisclosed.

18. **RECORDING**. A memorandum giving notice of this Agreement may be recorded by Purchaser in the appropriate county or counties.

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

20. **TIME**. Time is of essence with respect to all dates or times set forth in this Agreement.

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

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

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

acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

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

25. **AGREEMENT EFFECTIVE**. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties. The Effective Date of this Agreement shall be the last date signed by either party.

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

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

28. **SURVIVAL**. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8 of this Agreement and Purchaser's possession of the Property.

29. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30. **AUTHORITY**. Each party to this Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.

31. **CONDITIONS PRECEDENT. Specific conditions precedent to Seller's obligation to perform under the terms of this Agreement are:**

31.1 This Agreement shall be terminated with no further obligation to the parties and the Deposit returned to Purchaser unless Seller's Board of Directors approves the transaction set forth herein prior to Closing.

31.2 This Agreement shall be terminated with no further obligation to the parties and the Deposit returned to Purchaser if Seller does not successfully consummate the purchase of the Property from Plum Creek Timberlands LP prior to closing under this Agreement.

Unless all contingencies are timely met or waived, this Agreement shall be null and void, the Deposit returned to Purchaser, and neither party shall have further obligations under this Agreement.

32. **COMPLIANCE WITH FEDERAL LAW.** Each party hereby represents and warrants to the other that (A) neither the party making the representation, nor any persons or entities holding any legal or beneficial interest whatsoever in the party making the representation, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism” (September 23, 2001) or any executive order of the President issued pursuant to such statutes; or (iii) persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224) or other governmental action; and (B) the activities of the party making the representation do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder. Each party further covenants and agrees to promptly deliver to the other any documentation that the other party, may reasonably request in order to confirm the accuracy of the representations and warranties made in this paragraph.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE DECEMBER 31, 2011, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

IF THIS OPTION IS ASSIGNED TO THE BOARD OF DISTRICT, THE EXERCISE OF THIS OPTION IS SUBJECT TO THE ASSIGNEE’S APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

Alachua County Forever
Lochloosa Creek - Little Orange Creek
Tax Parcel 19208-000-000 lying south of SE 41st Lane and 19297-000-000

SELLER:

Wendy James

Witness as to Seller

Tracy Cantel

Witness as to Seller

Elizabeth G. Emble

Print Name: ELIZABETH G. EMBLE
as its: ASSISTANT SECRETARY
The Conservation Fund

11/23/11

Date signed by Seller

STATE OF Virginia)
COUNTY OF Arlington)

SWORN TO and subscribed before me this 23rd day of November, 2011, by Elizabeth G. Emble, as Asst. Sec of The Conservation Fund. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

S. M. Tison

Notary Public

Scott M. Tison

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: 7088885

My Commission Expires: 7/31/15

SCOTT TISON
NOTARY PUBLIC
REGISTRATION # 7088885
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JULY 31, 2015

Alachua County Forever
Lochloosa Creek -- Little Orange Creek
Tax Parcel 19208-000-000 lying south of SE 41st Lane and 19297-000-000

PURCHASER:

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
PAULA M. DeLANEY, CHAIR, Chair

ATTEST:

J. K. Irby, Clerk

(SEAL)

Approved as to form:



County Attorney

PURCHASER:

Robert Hutchinson

Print Name: Robert Hutchinson,
as its: Executive Director
Alachua Conservation Trust

11/22/2011
Date

STATE OF Florida)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 22 day of November, 2011, by Robert Hutchinson, as Executive Director of Alachua Conservation Trust. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Darleen K Morgan
Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____



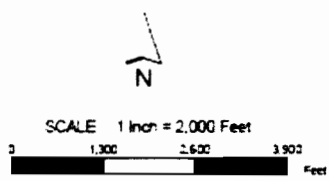
EXHIBIT "A"
 Map of the "Property"



008A-2-3 - Fowlers Pr. NE Hawth West - Photo Map
 Parcel # 12001Cs006

Alachua County, FL - approx. 702 acres +/-

Property Listing	Interstate	USFS
County	Primary Highway	NPS
Lake/Reservoir	Secondary Highway	USFWS
Perennial River/Stream	Other Road	BLM
Intermittent Stream	Railroad	BIA/Tribal
		Other Federal
		State
		County/Local



The property depicted on this map has not been surveyed. The acreage is an estimate based upon GPS data. The source information in this report is based on current information in the seller's inventory system. The information is subject to change due to harvest activities and/or updates resulting from routine maintenance of the inventory system. Neither the seller nor its officers, directors, employees or agents represent or warrant the accuracy or completeness of the acreage, the driver type acreage, timber inventory species, grade or volume, legal or practical access to the property, or operations. 6/12/2011

(ii) To the best of Seller's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of the Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

(iii) To the best of Seller's knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) Seller, and to the best of Seller's knowledge, any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

(v) No warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

5. That Seller makes this Affidavit for the purpose of inducing the Purchaser to purchase the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: _____

As it's: _____

The Conservation Fund

STATE OF _____)

)

COUNTY OF _____)

SWORN TO and subscribed before me this _____ day of _____, 20__, by _____, as _____ of The Conservation Fund, Inc. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(CORPORATION/PARTNERSHIP)

Before me, the undersigned authority, personally appeared _____, as _____ of The Conservation Fund ("affiant"), this _____ day of _____, 20____, who, first being duly sworn, deposes and says:

1) That affiant is the _____ of The Conservation Fund, as "Seller", whose address is _____, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

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

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
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3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to Alachua County and Alachua Conservation trust: **(if non-applicable, please indicate "None" or "Non-Applicable")**

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
The Conservation Fund		Fee Simple	

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT:

Print Name: _____
as _____
The Conservation Fund

Date signed by Seller

STATE OF _____)
)
COUNTY OF _____)

SWORN TO and subscribed before me this _____ day of _____, 20____, by _____, as _____ of The Conservation Fund.

Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

ADDENDUM
(CORPORATE/Maryland)

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

1. Corporate resolution which authorizes the sale of the Property to Purchaser in accordance with the provisions of this Agreement and a certificate of incumbency, and
2. Certificate of good standing from the Secretary of State of the State of Maryland.

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

1. The execution of this Agreement and the performance by it of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite corporate authority of Seller.
2. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland, is registered to transact business in the State of Florida, and is duly qualified to own real property in the State of Florida.
3. This Agreement, when executed and delivered, will be valid and legally binding upon Seller and enforceable in accordance with its terms and neither the execution of this Agreement and the other instruments to be executed hereunder by Seller, nor the performance by it of the various terms and conditions hereto will violate the Articles of Incorporation or By-Laws of Seller.

SELLER:

By: _____

Name: EMERSON G. ENOC

Title: ASSISTANT SECRETARY

Date: 11/23/11