



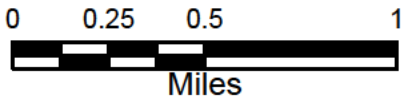


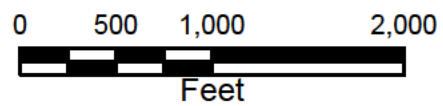
-  Subject Parcel
-  Florida Forever Project Boundaries
-  State Managed Conservation Lands
-  City/County Managed Conservation Lands



Strategic Managed Area Lands List - River Rise Preserve State Park
Owner: Alachua Conservation Trust, Inc.
 Columbia County, Florida



- Subject Parcel
- Florida Forever Project Boundaries
- State Managed Conservation Lands



**Strategic Managed Area Lands List -River Rise
Preserve State Park**
 Owner: Alachua Conservation Trust, Inc.
 Columbia County, Florida

Approved for Agenda
Purposes Only

By: 
DEP Attorney

Date: 2/22/2022

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this ____ day of _____, 20__, between Alachua Conservation Trust, Incorporated, a Florida non-profit corporation whose address is 7204 SE CR 234 Gainesville, Florida 32641 as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Buyer". Buyer's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive option to purchase the real property located in Columbia County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if DSL gives written notice of exercise to Seller.

2. **OPTION TERMS.** The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). Upon execution of this Option Agreement by DSL, DSL will apply to the Chief Financial Officer for a state warrant in the amount of the Option Payment, which, will be forwarded to the escrow agent to hold for the benefit of Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Buyer exercises the Option; Provided, however, the Option Payment shall be credited toward the purchase price at closing if Buyer timely exercises the option as discussed below. The option may be exercised during the period beginning with Buyer's approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 120 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) 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. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. **PURCHASE PRICE.** The purchase price for the Property is ONE MILLION ONE HUNDRED NINETY THOUSAND NINE HUNDRED FORTY-THREE AND NO/100 DOLLARS (\$1,190,943.00) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, 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 Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025(8), Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 6.

3.B. **ADJUSTMENT OF PURCHASE PRICE.** If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be reduced to the DSL Approved Value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, 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 DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of DSL'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 pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is

applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price".

4. ENVIRONMENTAL SITE ASSESSMENT. Buyer, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL to determine the existence or extent of Hazardous Materials on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. 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 5.)

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 5% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Buyer, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. Seller shall defend, at Seller's sole cost and expense, any legal action, claim or proceeding instituted by any person against Buyer as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Buyer harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

The limitation herein on Seller's contractual obligation to indemnify Buyer as specified in this paragraph 5 shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Buyer's legal and equitable remedies against Seller under any Environmental Law for Hazardous Materials located on the Property.

6. SURVEY. Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, 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.

7. **TITLE INSURANCE.** Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense.

8. **DEFECTS IN TITLE.** If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Seller shall, within 90 days after notice from Buyer, 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, Buyer shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, (d) cut out the affected portion of the Property and reduce the Purchase Price by an amount equal to the product of the Purchase Price per acre for the acres being cut out, multiplied by the acreage cut out, or (e) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement shall apply.

9. **INTEREST CONVEYED.** At closing, Seller shall execute and deliver to Buyer a statutory warranty deed in accordance with the provisions of 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 Buyer and do not impair the marketability of the title to the Property.

10. **PREPARATION OF CLOSING DOCUMENTS.** Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the deed described in paragraph 9 of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on DSL forms provided by DSL.

11. **DSL REVIEW FOR CLOSING.** DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Buyer elects to terminate the Agreement.

12. **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 9. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.

13. **TAXES AND ASSESSMENTS.** At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Buyer 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. If Buyer 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.

14. **CLOSING PLACE AND DATE.** The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.

15. **RISK OF LOSS AND CONDITION OF 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 Buyer 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, Buyer 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 which are not readily observable by Buyer or which have not been disclosed to Buyer.

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 DSL in writing. Seller warrants that any billboards on the property shall be removed prior to closing.

Seller agrees to 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 DSL prior to exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

16. **RIGHT TO ENTER PROPERTY AND POSSESSION.** Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Buyer at closing.

17. **ACCESS.** Seller warrants that there is 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.

18. **DEFAULT.** If Seller defaults under this Agreement, Buyer 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.

19. **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 10. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.

20. **RECORDING.** Buyer may record this Agreement, or notice of it, in the appropriate county or counties.

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

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

23. **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 Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

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

25. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, 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 unacceptable to Buyer or which cannot be timely cured 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 DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of 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 Buyer'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. Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

26. WAIVER. Failure of Buyer 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.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

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

29. 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.

30. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

31. 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 9 of this Agreement and Buyer's possession of the Property.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE FEBRUARY 21, 2022 BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

[Signature]
Witness as to Seller
Ivor Kincaide
Printed Name of Witness
[Signature]
Witness as to Seller
Erica C. Hernandez
Printed Name of Witness

SELLER

Alachua Conservation Trust, Incorporated, a Florida non-profit corporation

[Signature]
By: Tom Kay, as Executive Director
2-21-22
Date signed by Seller
Phone No. [Redacted]
8 a.m. – 5 p.m.

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21 day of 02, 2022 by Tom Kay, Executive Director of Alachua Conservation Trust, Incorporated. 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)



ERICA C. HERNANDEZ
Commission # GG 348524
Expires June 25, 2023
Bonded Thru Budget Notary Services

[Signature]
Notary Public
Erica C. Hernandez
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: GG 348524
My Commission Expires: 06-25-2023

BUYER

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

BY DIVISION OF STATE LANDS OF THE STATE
OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

BY: _____
NAME: Callie DeHaven
AS ITS: Director, Division of State Lands

Witness as to Buyer

Printed Name of Witness

Witness as to Buyer

Printed Name of Witness

Date signed by Buyer

Approved as to Form and Legality

By: _____

Date: _____

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20__ by Callie DeHaven, Director, Division of State Lands, the 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.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

The East 1/3 of the SW 1/4 of the SE 1/4, Section 20, Township 7 South, Range 17 East, Columbia County, Florida.

AND

Parcel 2:

The North 1/2 of the SE 1/4 of the SE 1/4, Section 20, Township 7 South, Range 17 East, Columbia County, Florida.

AND

Parcel 3:

The South 1/2 of the SE 1/4 of the SE 1/4, Section 20, Township 7 South, Range 17 East, Columbia County, Florida.

SAID PARCELS 1, 2 AND 3:

TOGETHER WITH an easement for ingress and egress as contained and described in Easement Agreement recorded in O.R. Book 1407, Page 2552, Public Records of Columbia County, Florida.

AND

TOGETHER WITH an easement for ingress and egress as contained and described in Access Easement as recorded in O.R. Book 1384, Page 1216, Public Records of Columbia County, Florida.

AND

Parcel 4:

The North 1/2 of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 20, Township 7 South, Range 17 East, Columbia County, Florida.

AND

Parcel 5:

River Rise Reserve State Park
Alachua Conservation Trust, Inc.
Columbia County
Page 1 of 3

The South 1/2 of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 20, Township 7 South, Range 17 East, Columbia County, Florida.

SAID PARCELS 4 AND 5:

TOGETHER WITH an easement for ingress and egress as contained and described in that Access Easement as recorded in O.R. Book 1384, Page 1228, Public Records of Columbia County, Florida.

AND

TOGETHER WITH an easement for ingress and egress as contained and described in that Easement Agreement recorded in O.R. Book 1407, Page 2552, Public Records of Columbia County, Florida.

AND

Parcel 6:

The South 1/2, less and except the East 1/3, of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 7 South, Range 17 East, Columbia County, Florida.

TOGETHER WITH an easement for ingress and egress as contained and described in that Access Easement as recorded in O.R. Book 1384, Page 1250, Public Records of Columbia County, Florida.

AND

TOGETHER WITH an easement for ingress and egress as contained and described in that Easement Agreement recorded in O.R. Book 1407, Page 2552, Public Records of Columbia County, Florida.

AND

Parcel 7:

The North 1/2, less and except the East 1/3, of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 7 South, Range 17 East, Columbia County, Florida.

AND

Parcel 8:

River Rise Reserve State Park
Alachua Conservation Trust, Inc.
Columbia County
Page 2 of 3

The North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 20, Township 7 South, Range 17 East, Columbia County, Florida.

AND

Parcel 9:

The South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 20, Township 7 South, Range 17 East, Columbia County, Florida.

SAID PARCELS 7, 8, AND 9:

TOGETHER WITH an easement for ingress and egress as contained and described in Easement Agreement recorded in O.R. Book 1407, Page 2552, Public Records of Columbia County, Florida.

AND

TOGETHER WITH an easement for ingress and egress as contained and described in Access Easement as recorded in O.R. Book 1384, Page 1239, Public Records of Columbia County, Florida.

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

BISM APPROVED

By: *[Signature]* Date: 01/04/2022

River Rise Reserve State Park
Alachua Conservation Trust, Inc.
Columbia County
Page 3 of 3

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(CORPORATION/PARTNERSHIP)

Before me, the undersigned authority, personally appeared Tom Kay ("affiant"), this 25th day of February, 2022, who, first being duly sworn, deposes and says:

1) That affiant is the Executive Director of Alachua Conservation Trust, Incorporated a Florida non-profit corporation, as "Seller", whose address is 7204 SE CR 234 Gainesville, Florida 32641, 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>
<i>N/A - Non-profit organization - 501(c)3</i>		

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, costs, 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>
<i>None</i>			

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 the State of Florida: (if non-applicable, please indicate "None" or "Non-Applicable")

Name and Address Of Parties Involved	Date	Type of Transaction	Amount of Transaction	
Herman E. Martin & Margaret E. Martin	395 SW Stillman Ave. Ft. White, FL 32038	Fee Simple Sale	\$ 396,778.50	ALL Tracts sold to ACT on 9/20/21
Lewis Fowler	9209 NW 236 Alachua, FL 32615	Fee Simple Sale	\$ 290,058.50	
David Porter	6750 SW Elimination Church Rd. Ft. White, FL 32038	Fee Simple Sale	\$ 396,778.50	
Janice Revels	165 SW Caboose Dr. Ft. White, FL 32038	Fee Simple Sale	\$ 107,327.50	

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

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

Tom Kay
Tom Kay

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21 day of 02, 2022 by Tom Kay, Executive Director. 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)



ERICA C. HERNANDEZ
Commission # GG 348524
Expires June 25, 2023
Bonded Thru Budget Notary Services

Erica C. Hernandez
Notary Public

Erica C. Hernandez
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: GG 348524

My Commission Expires: 06-25-2023

ADDENDUM
(CORPORATE/FLORIDA)

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 DSL:

1. Corporate resolution that authorizes the sale of the Property to Purchaser in accordance with the provisions of this Agreement and a certificate of incumbency,
2. Certificate of good standing from the Secretary of State of the State of Florida, and
3. Copy of proposed opinion of counsel as required by paragraph B. below.

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 Seller 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 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 Seller of the various terms and conditions hereto will violate the Articles of Incorporation or By-Laws of Seller, nor will they constitute a breach or default under any agreement, indenture or other instrument to which Seller is a party or by which Seller is bound.

At the closing, Seller shall deliver to Purchaser an opinion of counsel from an attorney licensed to practice law in the State of Florida and an active member in good standing with the Florida Bar, to the effect that the covenants, representations and warranties contained above in this paragraph B. are true and correct as of the closing date. In rendering the foregoing opinion, such counsel may rely as to factual matters upon such other documents as counsel may deem necessary and advisable.

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

SELLER

ALACHUA CONSERVATION TRUST,
INCORPORATED, A FLORIDA NON-PROFIT
CORPORATION

BY: Tom Kay
NAME: Tom Kay
AS ITS: Executive Director

2-21-22
Date signed by Seller

Phone No. [REDACTED]
8A.M. – 5P.M.

BUYER

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

BY DIVISION OF STATE LANDS OF THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

BY: _____
NAME: Callie DeHaven
AS ITS: Director, Division of State Lands

Date signed by Buyer



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

MEMORANDUM

TO: Rachel Crum, GOC III, Bureau of Appraisal

FROM: Julie Story, Senior Appraiser, Bureau of Appraisal

SUBJECT: Appraisal Approval Memorandum

DATE: January 7, 2022

Project Name: Strategic Managed Area Lands List - ACT - David and Mary Porter
 B/A File Number: 22-8382 County: Columbia
 Appraiser: Stephen J. Albright, Jr., MAI Date of Value: February 10, 2021

Yes	No	N/A	If no, explain whether acceptable or not above signature on next page.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The correct owner names are appraised.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The correct parcel numbers are appraised.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The client is correctly identified.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The date of value is correct and consistent with the reconciliation section.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Special assumptions are acceptable.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Special assumptions are stated in the letter of transmittal, summary of salient facts and with the reconciliation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Value conclusions of each approach are consistent with those in the reconciliation and the executive summary.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The letter of transmittal and the certification(s) have been signed by the appropriate persons.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The personal inspection statement is accurate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Definition of market value is appropriate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Statement included that appraisal conforms to USPAP.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Statement included that appraisal conforms to the Supplemental Appraisal Standards for the Board of Trustees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appraisal checklist included.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Owner contact letter or notification included.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Report type consistent with task assignment.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Parcels are appraised with or without access, as applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Parcels are appraised recognizing outstanding oil, gas and mineral interests.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Compliance with all requirements of task assignment.

Parcel Number	Owner	Land Size	Appraised Value	Total Approved Value
20-7S-17-10029-001	David & Mary Porter	13.34	\$107,000	\$427,000
20-7S-17-10030-006	David & Mary Porter	20.00	\$160,000	
20-7S-17-10030-003	David & Mary Porter	20.00	\$160,000	

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

Julie Story Digitally signed by Julie Story
 Date: 2022.03.08 09:44:22
 -05'00'

 Signature (Staff Appraiser)¹

 Date

The report and value are approved.

Jay F. Scott Digitally signed by Jay F. Scott
 Date: 2022.03.08 09:49:01
 -05'00'

 Signature (Chief Appraiser)¹

 Date

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

cc: Review file—blue or red or electronic folder
 Contract file—manila or electronic folder



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
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Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

MEMORANDUM

TO: Rachel Crum, GOC III, Bureau of Appraisal

FROM: Julie Story, Senior Appraiser, Bureau of Appraisal

SUBJECT: Appraisal Approval Memorandum

DATE: January 7, 2022

Project Name: Strategic Managed Area Lands List - ACT - Lucius W. Fowler, Jr.
B/A File Number: 22-8382 County: Columbia
Appraiser: Stephen J. Albright, Jr., MAI Date of Value: February 10, 2021

Yes	No	N/A	If no, explain whether acceptable or not above signature on next page.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The correct owner names are appraised.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The correct parcel numbers are appraised.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The client is correctly identified.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The date of value is correct and consistent with the reconciliation section.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special assumptions are acceptable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special assumptions are stated in the letter of transmittal, summary of salient facts and with the reconciliation.
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The personal inspection statement is accurate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Definition of market value is appropriate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Statement included that appraisal conforms to USPAP.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Statement included that appraisal conforms to the Supplemental Appraisal Standards for the Board of Trustees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appraisal checklist included.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Owner contact letter or notification included.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Report type consistent with task assignment.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Parcels are appraised with or without access, as applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Parcels are appraised recognizing outstanding oil, gas and mineral interests.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Compliance with all requirements of task assignment.

Parcel Number	Owner	Land Size	Appraised Value	Total Approved Value
20-7S-17-10030-005	Lucius W. Fowler, Jr.	20	\$160,000	\$320,000
20-7S-17-10030-002	Lucius W. Fowler, Jr.	20	\$160,000	

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

Julie Story Digitally signed by Julie Story
 Date: 2022.03.08 09:46:36
 -05'00'

 Signature (Staff Appraiser)¹

 Date

The report and value are approved.

Jay F. Scott Digitally signed by Jay F. Scott
 Date: 2022.03.08 09:49:48
 -05'00'

 Signature (Chief Appraiser)¹

 Date

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

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FLORIDA DEPARTMENT OF Environmental Protection

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Tallahassee, FL 32399

Ron DeSantis
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Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

MEMORANDUM

TO: Rachel Crum, GOC III, Bureau of Appraisal

FROM: Julie Story, Senior Appraiser, Bureau of Appraisal

SUBJECT: Appraisal Approval Memorandum

DATE: January 7, 2022

Project Name: Strategic Managed Area Lands List - ACT - Herman and Margaret Martin

B/A File Number: 22-8382

County: Columbia

Appraiser: Stephen J. Albright, Jr., MAI

Date of Value: February 10, 2021

Yes	No	N/A	If no, explain whether acceptable or not above signature on next page.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The correct owner names are appraised.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The correct parcel numbers are appraised.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The client is correctly identified.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The date of value is correct and consistent with the reconciliation section.
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appraisal checklist included.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Owner contact letter or notification included.
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Compliance with all requirements of task assignment.

Parcel Number	Owner	Land Size	Appraised Value	Total Approved Value
20-7S-17-10029-000	Herman & Margaret Martin	13.34	\$107,000	\$427,000
20-7S-17-10030-001	Herman & Margaret Martin	20.00	\$160,000	
20-7S-17-10030-004	Herman & Margaret Martin	20.00	\$160,000	

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

Julie Story

Digitally signed by Julie Story
 Date: 2022.03.08 09:45:11
 -05'00'

 Signature (Staff Appraiser)¹

 Date

The report and value are approved.

Jay F. Scott

Digitally signed by Jay F. Scott
 Date: 2022.03.08 09:49:25
 -05'00'

 Signature (Chief Appraiser)¹

 Date

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

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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

Shawn Hamilton
Secretary

MEMORANDUM

TO: Rachel Crum, GOC III, Bureau of Appraisal

FROM: Julie Story, Senior Appraiser, Bureau of Appraisal

SUBJECT: Appraisal Approval Memorandum

DATE: January 7, 2022

Project Name: Strategic Managed Area Lands List - ACT - Janice Revels and Philip Fowler
 B/A File Number: 22-8382 County: Columbia
 Appraiser: Stephen J. Albright, Jr., MAI Date of Value: February 10, 2021

Yes	No	N/A	If no, explain whether acceptable or not above signature on next page.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The correct owner names are appraised.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The correct parcel numbers are appraised.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The client is correctly identified.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The date of value is correct and consistent with the reconciliation section.
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Statement included that appraisal conforms to the Supplemental Appraisal Standards for the Board of Trustees.
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Owner contact letter or notification included.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Report type consistent with task assignment.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Parcels are appraised with or without access, as applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Parcels are appraised recognizing outstanding oil, gas and mineral interests.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Compliance with all requirements of task assignment.

Parcel Number	Owner	Land Size	Appraised Value	Total Approved Value
20-7S-17-10030-000	Janice Revels and Philip Fowler	13.34	\$107,000	\$107,000

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

Julie Story Digitally signed by Julie Story
 Date: 2022.03.08 09:45:54
 -05'00'

 Signature (Staff Appraiser)¹

 Date

The report and value are approved.

Jay F. Scott Digitally signed by Jay F. Scott
 Date: 2022.03.08 09:50:14
 -05'00'

 Signature (Chief Appraiser)¹

 Date

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

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 Contract file—manila or electronic folder



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

February 22, 2022

Rachel Crum
Division of State Lands
Bureau of Real Estate Services
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
Rachel.Crum@FloridaDEP.gov

RE: Managing Inholding (approx. 160 acres) Addition to River Rise Preserve State Park

Dear Rachel,

The Division of Recreation and Parks will accept management of the parcels described in the attached Exhibit "A", as an addition to the River Rise Preserve State Park under Lease Number 3638.

This parcel is of great importance for acquisition as it is wholly surrounded by River Rise Preserve State Park, adding this property to the park will eliminate conflicting land uses. In addition, state park management of this parcel will greatly assist with the application of prescribed fire across the landscape, eliminate an access easement that traverses natural areas and recreational lands, expand opportunities for additional trails, and allow for control of exotic species that impact the surrounding park lands. Land management goals will allow for the restoration of 160 acres of sandhill and preserve archaeological resources and sensitive karst features. The opportunity to add this unimproved parcel to River Rise Preserve State Park will ensure the integrity of the River Rise wilderness area and enjoyment thereof for generations to come.

Thank you for the opportunity to comment.

Sincerely,
**Angel
Granger**

Digitally signed by Angel
Granger
Date: 2022.02.22
11:41:42 -05'00'

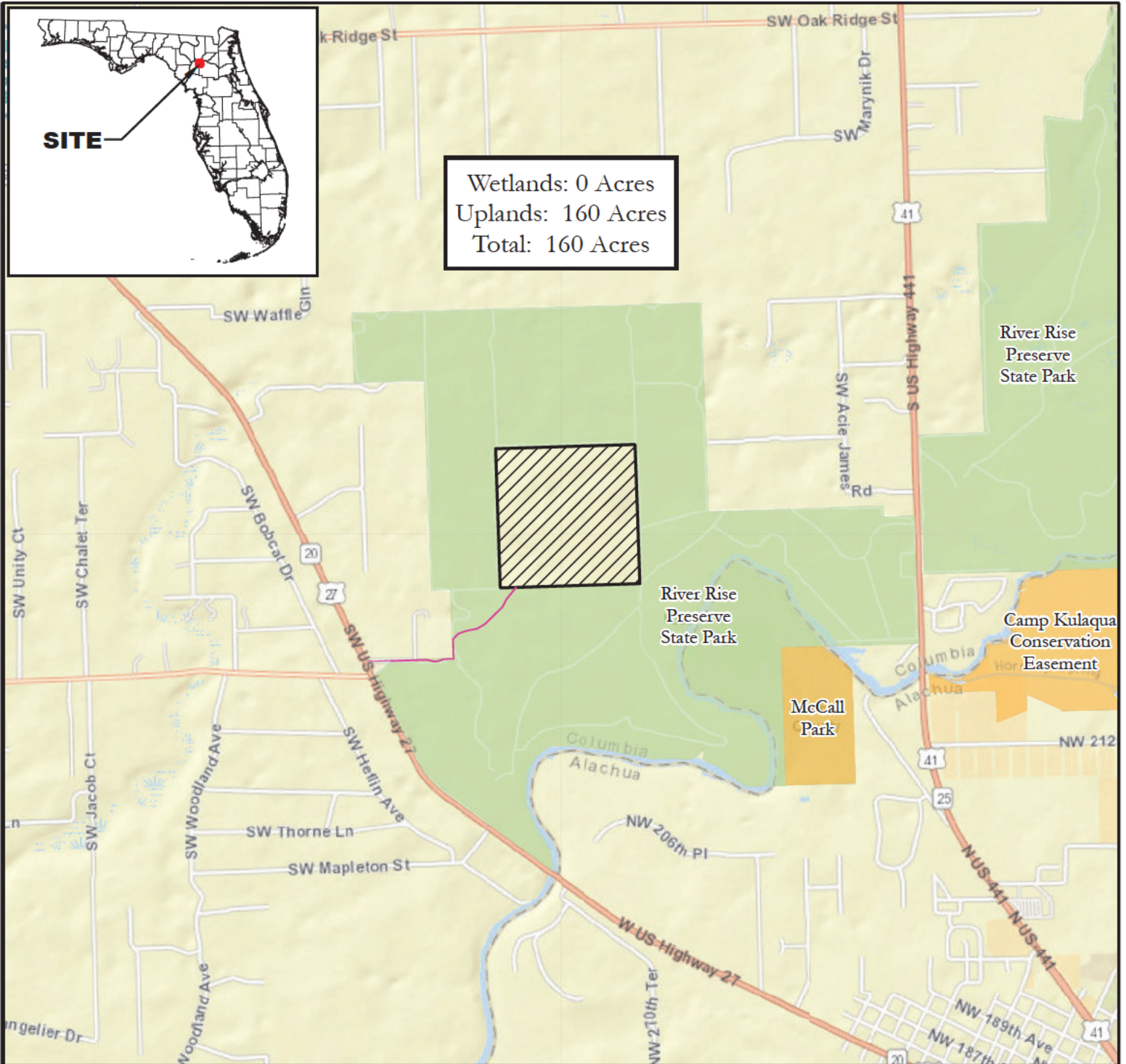
Angel Granger, Land Administration Manager
Office of Park Planning
Angel.Granger@FloridaDep.gov

AG:ag

Enclosure (1)

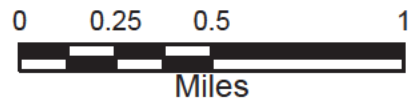
CC: Brian Fugate
Dennis Parson
Clif Maxwell
Kimberlee Tennille

EXHIBIT "A"



Wetlands: 0 Acres
Uplands: 160 Acres
Total: 160 Acres

- Subject Parcel
- Access Easement OR B:1384 P: 1216, 1228, 1239, 1250
- State Managed Conservation Lands
- City/County Managed Conservation Lands



River Rise Preserve State Park
Owner: Alachua Conservation Trust, Inc.

Columbia County, Florida