

050196

## EXCHANGE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between CITY OF GAINESVILLE, ("First Party" or "City"), whose address is \_\_\_\_\_, and the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("Second Party"), whose address is 3125 Conner Blvd., Mail Station C-25, Tallahassee, Florida 32399-1650. Second Party's agent in all matters shall be the Division of Forestry ("DOF") of the Florida Department of Agriculture and Consumer Services ("DACS"). In consideration of their mutual promises set out below, the parties agree as follows:

1. PROPERTY TO BE EXCHANGED. First Party agrees to convey to Second Party the real property owned by First Party located in Alachua County, Florida, and more fully described in Exhibit A ("Parcel One"), and Second Party agrees to convey to First Party the real property owned by Second Party located in Alachua County, Florida, and more fully described in Exhibit B ("Parcel Two"). As conveyed, parcel 1 and 2 include all improvements, easements, appurtenances, and hereditaments.

2. VALUATION OF PARCELS. The conveyances made by the parties hereto shall be in consideration of each other on a value-for-value basis. For purposes of the exchange to be effected under this Agreement, Parcel One is valued at FOUR HUNDRED, FORTY-NINE THOUSAND DOLLARS (\$449,000.00), and Parcel Two is valued at FOUR HUNDRED, FORTY-NINE THOUSAND DOLLARS (\$449,000.00).

If, prior to closing, it is determined that the value of Parcel One as stated above in this paragraph 2. exceeds the maximum value of Parcel One as determined in accordance with Section 253.025, Florida Statutes, the value of Parcel One will be reduced accordingly.

3.A. ENVIRONMENTAL SITE ASSESSMENT. Each party shall, at its sole cost and expense and at least 20 days prior to closing, furnish to the other party an environmental site assessment of the parcel it owns that meets mutually agreed upon standards and requirements contained in Exhibit "C", which is attached hereto and incorporated herein by reference. It is each party's responsibility to ensure that the consultants are provided and follow these standards and requirements. The parties shall use the services of competent, professional consultants with expertise in the environmental site assessment process to determine the existence and extent, if any, of Hazardous Materials on the parcel it owns. 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). The environmental site assessment shall be certified to the party acquiring the property in the exchange and the date of certification shall be within 45 days before the date of closing, unless this 45 day time period is waived by the party acquiring the property in the exchange.

3.B. HAZARDOUS MATERIALS. If the environmental site assessments provided for in paragraph 3.A. confirm the presence of Hazardous Materials on either parcel, either party, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should neither party elect to terminate this Agreement, the owner of the contaminated parcel shall, at its sole cost and expense and prior to closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the parcel it owns necessary to bring the parcel into full compliance with Environmental Law. "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, chemical, waste, irritant, petroleum product, waste product,

radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. If Hazardous Materials placed on either parcel prior to closing are discovered after closing, the prior owner shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed described in paragraph 7. of this Agreement and possession of the parcel by the new owner, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Law and at the prior owner's sole cost and expense.

3.C. **PREDETERMINED HAZARDOUS MATERIALS.** Notwithstanding any other provision in this agreement, the parties agree that prior environmental site assessments, as described in paragraph 3.A above, confirm the presence of Hazardous Materials, as described above, on the parcel described at Exhibit B (parcel 2). The DACS/DOF is, therefore, currently implementing a remediation plan for this parcel and shall continue to fund all costs associated with this remediation until remediation is complete. Once the remediation is complete and final testing affirms the contamination is remedied consistent with all applicable environmental laws, the DACS/DOF agrees to convey and the City agrees to accept title to the parcel 2, as described in Exhibit B, pursuant to the terms set forth in this agreement.

4. **SURVEY.** Each party shall, at its sole cost and expense and at least 45 days prior to closing, furnish to the other party a current boundary survey prepared by a professional surveyor and mapper licensed by the State of Florida that meets standards and requirements agreed to by the parties ("Survey"). The Survey shall be certified to the party receiving the property and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If a survey shows any encroachment or that improvements intended to be located on the surveyed parcel encroach on the land of others, the same shall be treated as a title defect.

5. **TITLE INSURANCE.** Either party may, at its sole cost and expense, obtain title insurance for the parcel it is receiving in the exchange. If either party elects to obtain title insurance, at least 30 days prior to closing, that procuring party shall furnish to the other party a copy of the marketable title insurance commitment from a title insurance company.

6. **DEFECTS IN TITLE.** Each party shall, within sixty (60) days after notice from the other party, remove all defects in title to the parcel they own. Each party agrees to use diligent efforts to correct the defects in title within the time provided therefor. If either party is unsuccessful in removing the title defects within said time, the other party shall have the option to either: (a) accept additional land or cash equivalent, (b) extend the amount of time that the other party has to remove the defects in title, (c) accept the title as it then is with no reduction in the value, or (d) terminate this Agreement, thereupon releasing the parties hereto from all further obligations under this Agreement. If either party fails to make a diligent effort to remove the title defects, the party shall be in default and the provisions of paragraph 16 of this Agreement shall apply.

7. INTERESTS CONVEYED. At closing, First Party shall execute and deliver to Second Party a statutory warranty deed in accordance with the requirements stated at Sections 253.025 and 689.02, Florida Statutes, conveying marketable title to Parcel One in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the opinion of Second Party and do not impair the marketability of the title to Parcel One. The grantee on the deed to Parcel One shall be the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"). At closing, Second Party will execute and deliver to First Party a quit claim deed for Parcel Two subject to easements, reservations, restrictions and other interests of record, attached as Exhibit E. Second Party shall convey Parcel Two to First Party without the phosphate, minerals, metals and petroleum reservations required by Section 270.011, Florida Statutes, only if the statutory warranty deed for Parcel One received by Second Party in exchange conveys title in fee simple without such reservations.

8. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, First Party shall submit to Second Party a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08 (2), Florida Statutes, and which is attached hereto as Exhibit "D" and which is incorporated herein as if set forth in full. First Party shall prepare the deed described in paragraph 7 of this Agreement for Parcel One. Second Party shall prepare the deed described in paragraph 7 of this Agreement for Parcel Two and Second Party's and First Party's closing statements. The parties further agree to execute any other documents necessary to insure marketable title. Each party shall submit all prepared documents for review and approval by the other party at least 30 days prior to closing.

9. REVIEW FOR CLOSING. Each party will approve or reject each item required to be provided by the other party under this Agreement within 15 days after receipt of all of the required items. Each party will have 15 days thereafter to remove and resubmit any rejected items. If either party fails to timely deliver any item, or the either party rejects any item after delivery, the parties, by mutual consent, may extend the closing date.

10. EXPENSES. The parties to this transaction are both exempt from paying the documentary revenue stamp tax relating to this transaction. Each party shall pay all other taxes or costs associated with the conveyance of the parcel it is receiving under this Agreement, including but not limited to the cost of recording the deeds required by paragraph 7 of this Agreement and any other recordable instruments deemed necessary to assure good and marketable title.

11. TAXES AND ASSESSMENTS. Both parties are exempt from real estate taxes. Any assessments that are or which may become a lien against either parcel shall be satisfied of record at closing by the owner of said parcel.

12. CLOSING PLACE AND DATE. The closing shall occur on or before 150 days following the execution and approval of this Agreement by both parties provided, however, that if a defect exists in the title to either parcel, title commitment, Survey, environmental site assessment or any other documents required to be provided or completed and executed by either party pursuant to this agreement, the closing shall occur either on the original closing date or within 60 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by mutual agreement of the parties.

13. RISK OF LOSS AND CONDITION OF PARCELS. Each party assumes all risk of loss or damage to its parcel prior to the date of closing and agrees that each party's parcel shall be transferred and conveyed to the other party in the same or essentially the same condition as of the date of execution of this Agreement, ordinary wear and tear excepted. If between the date

this Agreement is executed by the parties and the date of closing the condition of either parcel, as it existed on the date this Agreement, is altered by an act of God or other natural force beyond the control of the parties, the party who is to receive the altered parcel may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Each party represents that there are no other parties in occupancy or possession of any part of the parcel it owns. Each party represents that there are no facts known to each party materially affecting the value of the Real Property which are not readily observable by the other party or which have not been disclosed to the other party.

Each party 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 the other party prior to the closing. If the either party does not remove all trash and debris from the Property prior to closing, the other party, at its sole option, may elect to: (a) proceed to close and therefore incur any additional expenses necessary to remove all trash and debris and clean up of the Property subsequent to closing; (b) extend the amount of time the other party has to remove all trash and debris from the Property by amendment to this agreement, unless otherwise provided herein; or, (c) terminate this Agreement, and no party shall have any further obligations under this Agreement.

Notwithstanding any other provision in this agreement, the parties agree that, on or before 6 months following the issuance of a Certificate of Occupancy for the new DACS district office facility (to be constructed on Parcel One), DACS agrees to remove and dispose of the two residential structures located on Parcel Two that are not included in the appraisal for that parcel. This provision shall survive the closing.

14. RIGHT TO ENTER AND POSSESSION. Each party agrees that from the date this Agreement is executed by the parties, officers, attorneys and duly authorized agents of each party, upon reasonable notice, shall have at all times the right and privilege of entering the other party's parcel for all lawful purposes in connection with this Agreement. The City shall deliver possession of Parcel One to DACS at closing. Following removal and disposal of the two residential structures located on Parcel Two, DACS shall deliver possession of Parcel Two to the City on or before 6 months following the issuance of a Certificate of Occupancy for the new DOF district office facility (to be constructed on Parcel One), unless that time is extended by mutual agreement of both parties.

15. ACCESS. Each party represents that there is legal and practical ingress and egress for the parcel it owns over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the parcel it owns.

16. DEFAULT. If either party defaults under this Agreement, the other party may waive the default and proceed to closing 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 the default.

17. BROKERS. Each party represents that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 8.

18. RECORDING. This Agreement, or notice of it, may be recorded by either party in the appropriate county or counties with the prior written consent of the other party.

19. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.
20. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.
21. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability does not adversely affect the purpose and intent of this Agreement, with mutual consent of the parties, the enforceability of the remaining provisions of this Agreement shall not be affected.
22. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.
23. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" only estimates that portion of the parent tract contained in historic chain of title information, without the benefit of a current survey of the Property. The parties agree that the City shall amend the legal description of the Property to more properly describe the Property, to correct errors, to cut out portions of the Property affected by title defects unacceptable to Second Party or which cannot be timely removed by the City, 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 DOF, and shall be subject to the final approval of DOF. 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 First Party's execution and delivery of the closing instruments containing the revised legal description and the Second Party's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.
- First Party acknowledges that DACS has made various delegations of power for the purpose of land acquisition, and not all representatives of DACS or the DOF have authority to act in all situations. Consequently, this Agreement may be terminated by DACS pursuant to any provision thereof contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of DACS or that person's successor.
24. WAIVER. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.
25. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.
26. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

27. NOTICE. Whenever a party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed, certified or registered, return receipt requested, 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. Notice is complete upon receipt of the registered or certified mail or upon personal delivery.

28. SURVIVAL. The representations and undertakings of each party set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 7 of this Agreement and each party's possession of the parcel it is receiving in this exchange.

29. FUTURE MANAGEMENT ACTIVITY AND RIGHT TO RE-PURCHASE. On or before closing the parties agree to execute the Intergovernmental Agreement attached as Exhibit F and the Conditional Option to Purchase attached as Exhibit G. The Intergovernmental Agreement and Conditional Option to Purchase, or notice of them, may be recorded by either party in the appropriate county or counties with the prior written consent of the other party.

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

**REMAINDER OF PAGE DELIBERATELY LEFT BLANK**

**FIRST PARTY**

**CITY OF GAINESVILLE**

\_\_\_\_\_  
Witness as to First Party

\_\_\_\_\_  
By: Russell Blackburn  
AS ITS: City Manager

\_\_\_\_\_  
Witness as to First Party

\_\_\_\_\_  
Date signed by First Party

STATE OF FLORIDA    )  
                                  )  
COUNTY OF ALACHUA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by Russell Blackburn, its City Manager. Such person is personally known to me.

\_\_\_\_\_  
Notary Public

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Approved as to Form and Legality

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SECOND PARTY**

**STATE OF FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES CHARLES H. BRONSON,  
COMMISSIONER**

\_\_\_\_\_  
Witness as to Second Party

\_\_\_\_\_  
BY: Mike Gresham  
AS ITS: Director of Division of Administration

\_\_\_\_\_  
Witness as to Second Party

\_\_\_\_\_  
Date signed by Second Party

Approved as to Form and Legality

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA    )  
                                  )  
COUNTY OF LEON    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by Mike Gresham as agent for and on behalf of the Commissioner of Agriculture. 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: \_\_\_\_\_



EXHIBIT A

**INSERT REVISED LEGAL DESCRIPTION**

**~50 ACRE PARCEL**

EXHIBIT B

Commence at the Southwest corner of Section 27, Township 9 South, Range 20 East; thence run North 1137 feet, thence run East 420 feet, thence run South 1137 feet to the South line of said Section 27, thence run West along the South line of Section 27 420 feet, to the Point of Beginning, less the right-of-way for highway purposes.

Less those portions of the above described parent tract described as follows:

Begin at the intersection of the northerly right-of-way line of State Road 232-A, Section 26003-2501 and the easterly right-of-way line of State Road S-329-A, run thence northerly along the easterly right-of-way line of said State Road S-329-A a distance of 5 feet, thence run southeasterly to the northerly right-of-way line of State Road 232-A at a point 5 feet northeasterly from the Point of Beginning, run thence southwesterly along said right-of-way line 5 feet to the Point of Beginning, and;

Commence at the SW corner of Section 27, Township 9 South, Range 20 East, run thence North  $89^{\circ} 05' 26''$  East 288.33 feet, run thence North  $00^{\circ} 54' 34''$  West 33 feet more or less to a point in the northerly right-of-way line of State Road 232-A, Section 26003-2501, said point being the Point of Beginning of the parcel of land hereinafter described, continue thence North  $00^{\circ} 54' 34''$  West 12 feet, thence run North  $89^{\circ} 05' 26''$  East 10 feet, run thence South  $00^{\circ} 54' 34''$  East 12 feet more or less to the northerly right-of-way line of State Road 232-A, run thence southwesterly along said right-of-way line 10 feet to the Point of Beginning, and;

Lying northerly of and within 65 feet of the survey line of State Road 232-A, Section 26003-2501 between survey line Station 90+60 and survey line 91+20, said survey line and survey line stations being described as follows:

Begin at the SW corner of Section 27, Township 9 South, Range 20 East, run thence North  $89^{\circ} 05' 26''$  East 139.33 feet to a point designated as survey line Station 90+60, continue thence North  $89^{\circ} 05' 26''$  East 60 feet to a point designated as survey line Station 91+20, continue thence North  $89^{\circ} 05' 26''$  East 2661.72 feet to the end of said survey line.

## EXHIBIT C

### INSTRUCTIONS FOR PHASE I ENVIRONMENTAL ASSESSMENTS

#### Scope of Services required in performing the Phase I Environmental Assessment

The environmental assessment of Parcel One and Parcel Two (the "Property") to be acquired by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") and the City of Gainesville ("City") must meet the requirements contained herein. For purposes of performing the environmental assessment, the term "hazardous materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance that is designated pursuant to and/or regulated by any environmental law. The term "environmental law" shall mean any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restriction regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials. Components and scope of the environmental assessment are as follows:

1. Certification of the environmental assessment on Parcel One to the Board of Trustees and Department of Agriculture and Consumer Services ("DACS"). Certification of the environmental assessment on Parcel Two to the City. The certification shall state the following: (a) the date the original environmental assessment was completed and the date of the update to the environmental assessment, if an update is required or necessary; (b) the environmental assessment meets the requirements of the Department of Agriculture and Consumer Services, Division of Forestry; (c) the accuracy, correctness and completeness of the environmental assessment is provided with the knowledge of the Comprehensive Environmental Response Compensation And Liability Act as set forth in 42 U.S.C. Section 9601 et seq., as amended ("CERCLA"); and, (d) the Board of Trustees is entitled to rely on the information set forth in the environmental assessment.
2. Search of recorded chain of title documents regarding the Property, including, but not limited to all deeds, easements, leases for oil, gas, mineral, timber, turpentine rights and agricultural purposes, and other uses, restrictions, reverts, and covenants, and right-of-way for roads, railroads and utilities. The chain of title shall be sufficient length of time to account for previous ownership uses of the Property and uses of the Property, which are likely to have an adverse environmental impact on the Property but in no event for a period of less than 50 years. This history shall be summarized in chronological order from the earliest instrument to the latest instrument listing all parties in the instrument, type of instrument and official record book and page number for each instrument.
3. Personal interviews with prior owners, their employees and with neighboring landowners.
4. Determination of the past and present users of the Property.
5. Review of current and historical aerial photographs of the Property and surrounding area for an evaluation of prior and current use. Copies of the photography shall be enclosed with the environmental assessment when possible.

6. Review of Soil Conservation Service surveys and United States Geological Survey periodicals and topography maps for soil types, ground water characteristics and general topography.
7. Determination of existence of federal, state and local environmental clean up liens of enforcement actions against the Property.
8. Review of reasonably obtainable federal, state and local records of existing and potentially contaminated sites, including site investigations reports for such contaminated sites; reasonably obtainable federal, state and local records of activities on nearby properties that are likely to have an adverse environmental impact of the subject Property (including records of environmental problem site, landfill and other disposal site records, underground storage tank records and known hazardous waste handlers and generator records); and such other reasonably obtainable federal, state and local environmental records which report incidents of sources of contamination of the subject Property. At least the following agency records should be reviewed: Federal ERNS lists; Federal CERCLIS list; Federal RCTA TSD facilities list; Federal RCRA generators list; State lists of hazardous waste sites identified for investigation or remediation; State landfill and/or solid waste disposal site lists; state leaking UST lists; and, state registered UST lists. The minimum search distance for these lists shall be as follows and shall be measured from the nearest property boundary:
  - Federal RCRA TSD facilities list – 1.0 mile
  - Federal CERCLIS list – 0.5 mile
  - Federal RCRA TSD facilities list – 1.0 mile
  - Federal RCRA generators list – property and adjoining property
  - Federal ERNS list – property only
  - State lists of hazardous waste sites – 1.0 mile
  - State leaking UST lists – 0.5 mile
  - State registered UST lists – property and adjoining property
  - State landfill and/or solid waste disposal site lists – 0.5 mile
9. Determination if prior environmental assessments have been done and if so what was disclosed.
10. Ensure that radon, asbestos and lead tests are performed by qualified professionals in accordance with all state requirements and guidelines on all habitable structures that will remain on the Property after the exchange, unless this requirement is waived by DACS and City.
11. Property investigation requirements are as follows:
  - a. A visual inspection of the Property and all facilities and improvements on the Property, and a visual inspection of properties immediately adjacent to the Property, to determine or discover the obviousness of the presence or likely presence of contamination of the Property (including chemical use, storage, treatment and disposal practices, past and present). This inspection shall be conducted in such a manner that assures uniform coverage so that all of the Property is viewed. The Property may be inspected by use of a helicopter or plane. However, all items of concern noted during the aerial investigation shall be ground truthed. Additionally, all roadways and trails leading into property and all roads abutting the property shall be inspected on the ground.

- b. Any debris, mounds, trash piles, stressed vegetation or similar features or deposits that may indicate old dumps sites shall be inspected. Other areas that demand careful examination are sinkholes, ravines, right-of-way, edges of fields and watercourses.
  - c. Any areas or items of concern shall be marked on the aerial photographs and /or maps, numbered and described in the environmental assessment. The degree of concern regarding hazardous material at these locations should be addressed.
  - d. Organic vapor analyses of any conditions that would warrant these types of testing where there appears to be a presence of potentially hazardous materials should be performed.
12. The environmental assessment report shall contain a discussion and evaluations of the relevance of all the components listed above along with definite conclusions and specific recommendations and include the following:
- a. A discussion of the past and present uses of the Property.
  - b. Color photographs of the current site conditions oriented to specific locations on the site. All trash sites on the Property or impacting the Property shall be photographed. Enough photographs should be taken to show a good representation of the entire site conditions.
  - c. A discussion of all findings and specific conclusions regarding the site contamination probability.
  - d. Recommendations for further action based upon the results of the inspection and estimated costs if further assessment is deemed necessary.
13. The environmental assessment shall be approved and certified by a professional engineer or geologist licensed by the State of Florida.
14. It is the responsibility of the firm performing the environmental assessment to obtain the 50-year chain of title document, unless title to Property has been held for 50 years or more.
15. All updates of the original assessment must include a field inspection of the site and surrounding vicinity and recertification of the report. If the field inspection discloses any significant changes to the site or surrounding area that may have an adverse environmental impact on the site, the update report should be expanded to address these issues.
16. A certified copy of the environmental assessment for Parcel One shall be provided to DACS and a certified copy of the environmental assessment for Parcel Two shall be provided to the City.
17. Any requests for deviation from the above requirements must be approved in writing by DACS and City.
18. All professionals preparing or reviewing Environmental Site Assessments for the DOF are required to carry a minimum of \$1,000,000 in professional liability insurance.

EXHIBIT D

**BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT  
(OTHER)**

Before me, the undersigned authority, personally appeared \_\_\_\_\_ ("affiant"), this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, who, first being duly sworn, deposes and says:

1) That affiant is the \_\_\_\_\_ of \_\_\_\_\_, 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:

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

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
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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

**CITY OF GAINESVILLE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
BY: \_\_\_\_\_

NAME: \_\_\_\_\_

AS ITS: \_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ 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: \_\_\_\_\_

SPACE BELOW FOR RECORDER'S USE

**STATE OF FLORIDA DEPARTMENT OF  
AGRICULTURE  
AND CONSUMER SERVICES**

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES is empowered to convey certain lands pursuant to Sections 253.025(13) and 570.07(25), Florida Statutes, under the terms and conditions set forth herein; and

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, may convey lands to the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES for said purposes; and

WHEREAS, said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, did transfer these lands on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 200\_\_.

NOW, THEREFORE, the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, as "Grantor" through the undersigned COMMISSIONER OF AGRICULTURE, under authority of Section 253.025(16) and Section 570.07(25), Florida Statutes, for and in consideration of the sum of Ten Dollars (10.00) and other good and valuable consideration, to it in hand paid by the CITY OF GAINESVILLE, as "GRANTEE", whose address is: \_\_\_\_\_ has remised, released, and quitclaimed unto GRANTEE his successors, heirs, and assigns, forever, all the right, title, interest claim, and demand which GRANTOR may have in and to the following described lands in Alachua County, Florida, to-wit:

Commence at the Southwest corner of Section 27, Township 9 South, Range 20 East; thence run North 1137 feet, thence run East 420 feet, thence run South 1137 feet to the South line of said Section 27, thence run West along the South line of Section 27 420 feet, to the Point of Beginning, less the right-of-way for highway purposes.

Less those portions of the above described parent tract described as follows:

Begin at the intersection of the northerly right-of-way line of State Road 232-A, Section 26003-2501 and the easterly right-of-way line of State Road S-329-A, run thence northerly along the easterly right-of-way line of said State Road S-329-A a distance of 5 feet, thence run southeasterly to the northerly right-of-way line of State Road 232-A at a point 5 feet northeasterly from the Point of Beginning, run thence southwesterly along said right-of-way line 5 feet to the Point of Beginning, and;

Commence at the SW corner of Section 27, Township 9 South, Range 20 East, run thence North 89° 05' 26" East 288.33 feet, run thence North 00° 54' 34" West 33 feet more or less to a point in the northerly right-of-way line of State Road 232-A, Section 26003-2501, said point being the Point of Beginning of the parcel of land hereinafter described, continue thence North 00° 54' 34" West 12 feet, thence run North 89° 05' 26" East 10 feet, run thence South 00° 54' 34" East 12 feet more or less to the northerly right-of-way line of State Road 232-A, run thence southwesterly along said right-of-way line 10 feet to the Point of Beginning, and;

Lying northerly of and within 65 feet of the survey line of State Road 232-A, Section 26003-2501 between survey line Station 90+60 and survey line 91+20, said survey line and survey line stations being described as follows:

Begin at the SW corner of Section 27, Township 9 South, Range 20 East, run thence North 89° 05' 26" East 139.33 feet to a point designated as survey line Station 90+60, continue thence North 89°



05' 26" East 60 feet to a point designated as survey line Station 91+20, continue thence North 89° 05' 26" East 2661.72 feet to the end of said survey line.

SAVING AND RESERVING unto GRANTOR and its successors, without right-of-entry, of an undivided three-fourths interest in phosphate, minerals and metals and an undivided one-half interest in all petroleum pursuant to Section 270.11, Florida Statutes.

TO HAVE AND TO HOLD the above-described premises subject to outstanding easements, reservations and other interest appearing of record.

IN TESTIMONY Whereof, the COMMISSIONER OF AGRICULTURE has hereto subscribed his name and has caused the official seal of said DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES to be hereunto affixed in the City of Tallahassee, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

(DEPARTMENT SEAL)

\_\_\_\_\_  
CHARLES H. BRONSON  
COMMISSIONER OF AGRICULTURE

Approved as to form and legality:

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by CHARLES H. BRONSON, Commissioner of Agriculture, who is personally known to me or has produced a driver's license as identification and who did take an oath, and who acknowledged before me that he executed the foregoing instrument for the purposes therein expressed.

\_\_\_\_\_  
Notary Public: Signature

\_\_\_\_\_  
Name of acknowledged typed, printed or stamped

My commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

Instrument prepared by:  
Division of Forestry  
3125 Conner Blvd.  
Tallahassee, Florida 32399-1650

Exhibit F

INSERT INTERGOVERNMENTAL AGREEMENT HERE

Exhibit G

CONDITIONAL OPTION TO PURCHASE

THIS OPTION TO PURCHASE (the "Option) executed this \_\_\_ day of \_\_\_\_\_, 2005, between Department of Agriculture and Consumer Services, GRANTOR and the City of Gainesville, GRANTEE.

WITNESSETH that said GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to GRANTEE the option to purchase that certain real property (the "Property") more particularly described on Exhibit "A" attached hereto on the following terms and conditions:

1. The Option is contingent upon the Property (or a portion thereof) being declared surplus by the GRANTOR and title thereto be conveyed in fee simple by the Board of Trustees of the Internal Improvement Trust Fund to the GRANTOR. Otherwise, this Option shall be of no force or effect. If only a portion of the Property is declared surplus and title thereto vests as aforesaid, this Option shall only apply to said portion.

2. Prior to offering the Property or portion thereof for sale to the general public, the GRANTOR shall notify the GRANTEE in writing of its intention to sell and offering the GRANTEE the option to purchase the Property or portion thereof for the current fair market value as established by an independent, appraisal by a state certified appraiser obtained by the GRANTOR.

3. GRANTOR shall transmit said offer to GRANTEE by U.S. Mail, Return Receipt Requested, showing the date of delivery, to the following address or such other address of which GRANTEE may notify GRANTOR:

To GRANTEE: Name: City of Gainesville  
Address: P.O. Box 490  
Gainesville, FL 32602-0490  
ATTENTION: City Manager

4. GRANTEE shall have thirty (30) days from receipt of said offer to notify GRANTOR in writing of GRANTEE'S intent to purchase the PROPERTY for the current fair market value, as established by an independent fee appraisal. The written notification by GRANTEE to GRANTOR shall be by U.S. Mail, Return Receipt Requested, showing the date of delivery, or by hand delivery indicating, the date of delivery, to the following address:

To GRANTOR: Name: Division of Forestry  
Address: Forest Management Bureau  
3125 Conner Blvd. Suite "I"  
City, St Zip: Tallahassee, FL 32399-1650  
ATTENTION: Bureau Chief

5. GRANTEE shall have sixty (60) days from receipt of said offer to deliver to GRANTOR an agreement to purchase said PROPERTY.

6. If GRANTEE fails to notify GRANTOR of its intent to purchase the property as set forth herein, GRANTOR may sell the property to another qualified governmental entity or a member of the general public and be relieved of the obligations stated in this Option. In such an event and upon request of GRANTOR, GRANTEE shall prepare and deliver to GRANTOR a release of this Option in recordable form. Upon the consummation of said sale, this Option shall be extinguished as to that portion of the Property conveyed; however, if such sale is not consummated, this Option shall remain in effect.

7. This Option may be recorded in the Public Records by GRANTEE.

8. This Option shall not survive the conveyance of the PROPERTY, or any portion thereof to a third party in the event the GRANTEE elects not to purchase after having been given notice in accordance with the terms contained herein.

9. This Option shall inure to the benefit of and obligate the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties have executed this Option the day and year set forth above.

**REMAINDER OF PAGE DELIBERATELY LEFT BLANK**

GRANTOR

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
MIKE GRESHAM, DIRECTOR  
DIVISION OF ADMINISTRATION

\_\_\_\_\_  
Witness

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Stephen Donelan, Senior Attorney  
Department of Agriculture and  
Consumer Services

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by Mike Gresham, as Director, Division of Administration, Department of Agriculture and Consumer Services, who is personally known to me and who did take an oath.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

GRANTEE

**CITY OF GAINESVILLE, FL.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Russell Blackburn, City Manager

\_\_\_\_\_  
Witness

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Marion Radson, City Attorney

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by Russell Blackburn, City Manager, City of Gainesville, who is personally known to me and who did take an oath.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Exhibit 1  
*(Conditional Option to Purchase)*

**INSERT LEGAL DESCRIPTION OF 40 ACRE PARCEL**