

**OPTION CONTRACT TO PURCHASE
CONSERVATION EASEMENT BETWEEN ALACHUA COUNTY AND
HITCHCOCK & SONS, INC.**

THIS OPTION CONTRACT (the “**Contract**”) is made and entered into by and between Hitchcock & Sons, Inc. (the “**Seller**”) whose address is 29220 NW 122nd Street, Alachua, FL 32615, and ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is c/o Alachua County Office of Land Conservation and Management, 12 SE 1st Street, Gainesville, Florida, 32601 (“**County**”). Collectively, the **Seller** and the **County** shall be referred to herein as the “**Parties**.”

WITNESSETH:

WHEREAS, Seller owns fee simple title to the property as more fully described in **Exhibit “A”** (attached hereto and incorporated by reference into this Contract) and more particularly described in paragraph 3(a) below (hereinafter the “**Property**”); and

WHEREAS, Seller intends to protect and preserve the conservation values of the Property in perpetuity while continuing agricultural activities and maintenance of agricultural land use patterns existing at the time of this Contract that sustain the Property’s conservation values; and

WHEREAS, Seller further intends to grant to County the right to preserve and protect the conservation values of the Property in perpetuity by conveying to County a conservation easement over the Property (herein after “**Conservation Easement**”); and

WHEREAS, Policy 6.1.1 of the County’s Comprehensive Plan specifically encourages the continuation of productive agricultural uses through an integrated program of strategies, including purchase of agricultural conservation easements and purchase of development rights; and

WHEREAS, the County is authorized to hold conservation easements pursuant to Section 704.06, *Florida Statutes* and desires to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation, the generations to come and for the people of Alachua County; and

WHEREAS, the Parties have agreed that the boundaries of the Conservation Easement and the portions of the Property that shall be subject to the Conservation Easement to be purchased by the County are also depicted in **Exhibit “A”** but subject to a final survey delineating the exact locations of the Conservation Easement boundaries according to the terms of this Contract; and

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WHEREAS, subject to the terms and conditions of this Contract, the County desires to receive from Seller, and the Seller is willing to grant to the County, the option to purchase a perpetual Conservation Easement over the Property, the deed for which has been negotiated by the Parties and is attached to this Contract as **Exhibit "B"** (the "**Conservation Easement Deed**"); and

WHEREAS, Seller has agreed to donate half the value of the agreed upon purchase price for an approximate 200-acre portion of the Conservation Easement on four Alachua County Tax Parcels owned by Seller (Said parcels being Tax Parcel Numbers: 02829-000-000, 02829-001-000, 02843-000-000, and 02843-001-000);

NOW THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **EFFECTIVE DATE.** This Contract shall become effective as of the day and year upon which both Seller and the County have executed this Contract as set forth on the signature page hereof ("**Effective Date**").

2. **DEFINITIONS.** The capitalized terms below shall have the following meanings herein:

Closing Agent shall mean the law firm of Salter Feiber, P.A., a Florida Corporation, with offices at 3940 NW 16th Boulevard, Building B, Gainesville, Florida, 32605; Phone (352) 376-8201. The Closing Agent is the attorney for the County notwithstanding its other duties herein and shall continue to act as attorney for the County only, and not the Seller, regarding the Contract and this transaction.

Broker shall mean the Seller's real estate broker, Dean Saunders, of Saunders, Ralston, & Dantzler.

Title Commitment shall mean the written commitment of a Florida licensed title insurance company to insure and provide title insurance policies to the County. The Closing Agent shall ensure the County is the named insured for a Conservation Easement ownership interest.

Surveyed Acres For the purposes of this Contract the definition of "Surveyed Acres" shall only apply to the net acres, as ratably adjusted by the Survey (as defined below), to determine the final purchase price as described in Paragraph 4. "**Surveyed Acres**" shall mean the total number of acres of the Conservation Easement **excluding**: (1) public rights of way; (2) railroad rights of way; (3) cemeteries; (4) lands under control or possession of anyone other than the Seller; and/or (5) lands

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below the ordinary high water line (OHWL), or mean high water line (MHWL), of any river, lake or stream that are state sovereign submerged lands, if any, however if neither an OHWL nor MHWL has been determined for any river, lake, or stream, the "safe upland line" may be utilized by the Surveyor to determine the net acreage amount that shall be utilized to calculate the Purchase Price described in Paragraph 4 below, and (6) any areas of the Property that the Parties have specifically agreed shall be excluded from and not subject to the Conservation Easement Deed contemplated by this transaction as shown on **Exhibit "A"** and in **Exhibit "B."**

Survey shall mean the boundary survey of the Property as well as the boundaries of the Conservation Easement made by a Florida licensed surveyor who the County shall select from its list of approved surveyors. The surveyor shall: (1) certify the Survey to the County, the Seller, the Closing Agent, and the Florida licensed title insurance company issuing the Title Commitment; (2) meet the requirements of Chapter 472, Florida Statutes; (3) provide a "metes and bounds" legal description of the Property; (4) provide a "metes and bounds" legal description of the Conservation Easement; and (5) list the exact number of Surveyed Acres to the hundredth decimal place of the Conservation Easement.

Environmental Reports shall mean any and all environmental site assessments, audits, reports, and/or correspondence relating to any potential environmental matters on any portion of the Property.

Conservation Easement shall mean the same as defined by Section 704.06, Florida Statutes, being a right or interest in real property which is appropriate to retaining land or water areas predominantly in their natural, scenic, open, agricultural, or wooded condition; retaining such areas as suitable habitat for fish, plants, or wildlife; retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance; or maintaining existing land uses and which prohibits or limits certain real property rights that could negatively impact the conservation values of the Property.

3. **OPTION TO PURCHASE THE CONSERVATION EASEMENT.**

a. **GRANT OF OPTION.** Seller hereby grants to County the exclusive option to purchase a perpetual Conservation Easement over the Property consisting of approximately 586.8 acres, more or less, the boundaries of which are depicted in **Exhibit "A"** and the Deed of Conservation Easement attached as **Exhibit "B"**, both exhibits being incorporated herein and expressly made a part of this Contract. The option may be exercised by no later than **October 15, 2021** unless extended by other provisions of this Contract ("**Option Period**"). This Contract becomes legally binding upon execution by the Parties, but exercise of the option is subject to

approval by the Alachua County Board of County Commissioners ("**Board**") and is thereafter effective only if the County gives a written "**Notice of Exercise of Option**" to Seller attached as **Exhibit "C"**.

b. **OPTION TERMS, EXERCISING THE OPTION.** The option payment is \$1,000.00 ("**Option Payment**"), which shall be paid by the County to Seller as consideration for the irrevocable right to elect to purchase the Conservation Easement during the Option Period pursuant to the terms herein. The County shall deposit the Option Payment with the Closing Agent within 15 days of the Effective Date. To exercise the option, the Alachua County Board of County Commissioners must approve the election to exercise the option and the County must deliver a written "**Notice of Exercise of Option**" to Seller pursuant to the notice provisions contained within Paragraph 30 of this Contract prior to the expiration of the Option Period ("**Exercise Date**"). The Option Payment shall be applicable to and credited against the Purchase Price at closing. The Seller shall retain the Option Payment if the option is not exercised within the Option Period.

4. **PURCHASE PRICE AND SELLER DONATION.** In the event that the County exercises its option, Seller agrees to sell and the County agrees to purchase the Conservation Easement on a pro-rated basis as follows:

a. For the portion of the Conservation Easement located on Alachua County Tax Parcel 02831-000-000 which includes approximately 386.3 acres (after removing areas of the Property that the Parties have agreed will be excluded from the Conservation Easement), the County agrees to pay the amount equal to the product of the Surveyed Acres multiplied by sum of \$2,598.42 per acre (Two Thousand Five Hundred Ninety Eight Dollars and Forty-Two Cents); subject to adjustments, credits, and prorations as set forth herein. The balance of the Purchase Price, less the Option Payment actually paid by the County prior to closing, shall be paid by County at closing.

b. For the portion of the Conservation Easement located on Alachua County Tax Parcels 02829-000-000, 02829-001-000, 02843-000-000 and 02843-001-000, which includes approximately 200.5 acres (after removing areas of the Property that the Parties have agreed will be excluded from the Conservation Easement), the County agrees to pay the amount equal to the product of the Surveyed Acres multiplied by the sum of \$1,307.67 per acre (One Thousand Three Hundred and Seven Dollars and Sixty-Seven Cents). The Seller represents that this price per acre is approximately one-half of the fair market value of a conservation easement on the property referenced in paragraph 4(b). The County acknowledges that the Seller intends to claim a noncash charitable contribution; however, the County does not represent any concurrence in the Seller's claimed fair market value or claimed deduction. If the Seller elects to assert the Charitable Claim,

then Seller shall, within 30 days after the Closing Date, complete the applicable parts of Internal Revenue Service ("IRS") Form 8283 in accordance with all applicable IRS Instructions, and then furnish its Form 8283 to the County. The County's sole and exclusive obligation with regards to the Charitable Claim shall be to: (i) furnish Seller with a contemporaneous written acknowledgment of Seller's contribution as required by Title 26 Internal Revenue Code §170(f)(8) within 30 days after the Closing Date, which shall describe the real property interest conveyed to the County as described in **Exhibit A** hereto, and the Purchase Price (if any) paid by the County to the Seller for said real property interest; and (ii) complete and sign Part IV of IRS Form 8283, and then to furnish same to Seller, within 20 days of the County's receipt of IRS Form 8283 from the Seller. The County makes no guarantees, representations, or warranties to the Seller regarding the Charitable Claim. The Seller shall not be entitled to any increase to the Purchase Price (if any), increase to the County's share of the Closing Costs, or to any damages whatsoever in the event that: (i) Seller elects not to assert its Charitable Claim, or (ii) Seller's Charitable Claim is denied in whole or in part by the IRS or any governmental entity having jurisdiction over such matters. Seller acknowledges and agrees that no County employees, staff members, consultants, contractors, or agents working on behalf of the County have provided any legal or tax advice regarding the Seller's donation, and that Seller has relied only upon itself and its own advisors for legal and tax advice

5. DOCUMENTS AND INFORMATION SELLER SHALL PROVIDE. The Seller shall furnish to the County, within 7 days of the Effective Date, the following documents and information:

- a. Copies of all title insurance policies, commitments, abstracts, opinions, searches and/or reports for any portion of the Property in the Seller's possession or control.
- b. Copies of all Environmental Reports in the Seller's possession or control.
- c. Copies of all surveys of any portion of the Property in the Seller's possession or control.
- d. Copies of all engineering reports, reports on water and utility availability and quality, site plans, zoning or other land use applications or stipulations or Contracts, and copies of any permits or licenses which relate to the Property.
- e. Copies of all leases, contracts, options, easements, licenses, mortgages, financing statements, security Contracts, judgments, liens, claims of lien, tax assessment records, and all


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similar documents, known to the Seller, which are then in effect and may affect the title to the Property or the Seller's ability to convey a Conservation Easement on the Property.

f. A completed Beneficial Interest and Disclosure Affidavit as required by §§ 286.23(1), and 380.08(2), Florida Statutes, the form of which is attached hereto as **Exhibit D**. Pursuant to §286.23(2), Florida Statutes, the disclosure must be made under oath, subject to the penalties prescribed for perjury.

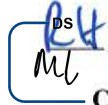
g. The Seller's social security or Federal Tax ID number.

6. **INSPECTIONS.** The County shall have up until December 15, 2021 from delivery of Notice of Exercise of Option ("**Inspection Period**") to conduct any surveys, surface and subsurface explorations, soil tests, engineering studies, environmental site assessments, and any other inspections of the Property which the County may elect to make ("**Inspections**").

a. The County and its agents, servants, employees, representatives, consultants, contractors, or licensees shall have the right of entry upon the Property during the Inspection Period for all lawful purposes associated with this Contract. Such lawful purposes shall include, but not be limited to inspecting, surveying, photographing, appraising, cruising timber, conducting environmental assessments, and taking soil, water and plant samples using borings, probes, and test wells.

b. The County shall return the Property to its existing condition to the extent possible, shall repair any and all damage to the Property that occurs as a result of the County's acts on the Property for any Inspections.

7. **EVIDENCE OF TITLE AND TITLE INSURANCE.** During the Inspection Period, the County shall obtain the Title Commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Conservation Easement interest in the Property that it will acquire from a recognized title insurance company doing business in the Alachua County area. The Title Commitment shall describe the Property, shall identify that the County's interest in the Property shall be a Conservation Easement, shall be dated later than the Exercise Date, shall be in the full amount of the Purchase Price, shall have attached legible copies of all instruments referred to therein, and shall disclose the title to the Property to be good, marketable, and insurable, subject only to the exceptions set forth in **Exhibit E** ("**Permitted Exceptions**"). Any exceptions shown on the Title Commitment other than the Permitted Exceptions, and other than those matters that shall be discharged by the Seller at or before closing, shall constitute "**Title Defects**" for purposes of this Contract.

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8. **SURVEY.** The County shall perform and obtain the Survey during the Inspection Period. If the Survey shows (i) any encroachments on the Property, or that improvements, if any, on the Property encroach on other lands, or (ii) that the Property is not contiguous to a publicly dedicated right of way, or (iii) any other facts that affect the marketability of the title to the Conservation Easement, then any such facts or matters so shown shall constitute a **"Title Defect"** for purposes of Paragraph 9.

9. **TITLE DEFECTS.** If the title insurance commitment or Survey furnished pursuant to this Contract disclose any defects in title which are not acceptable to County, the County shall provide written notice to Seller of any such title defect prior to the expiration of the Inspection Period by delivering to Seller a "Notice of Objection To Title Defect." Should the County provide such notice, Seller shall within 60 days after notice from County, remove said defects in title. Seller agrees to use diligent efforts 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, the County Manager 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 the County Manager, (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) exclude the affected portion of the Property from the Conservation Easement and reduce the Purchase Price according to the per acre Purchase Price for the area being excluded, or (e) terminate this Contract, thereupon releasing the County and Seller from all further obligations under this Contract. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of Paragraph 31 of this Contract shall apply.

10. **ENVIRONMENTAL SITE ASSESSMENT.** The County's obligation to purchase the Conservation Easement is contingent on the County being able to obtain an environmental site assessment of the Property during the Inspection Period, which the County determines, in its sole discretion, to be satisfactory. If the results of the environmental site assessment or any Environmental Reports furnished to the County by a third party consultant or the Seller reveal that any portion of the Conservation Easement area is contaminated or violates applicable federal, state or local laws, ordinances, codes, rules, orders or regulations relating to pollution or protection of the environment or to threatened or endangered species (collectively the **"Environmental Defects"**), the County shall provide written notice to the Seller of the Environmental Defects prior to the expiration of the Inspection Period. Should the County provide such notice, the Seller shall have 60 days after the date of said notice to correct or remove the Environmental Defects. In that event, the Closing Date shall be extended seventy (70) days after the date of such notice (the


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“Extended Closing Date”). If the Seller is unable, after reasonable effort, to correct or remove the Environmental Defects within the 60 day time period, the County Manager may either: (a) accept the Environmental Defects and close this transaction according to the terms of this Contract no later than the end of the Extended Closing Date, or (b) terminate this Contract by written notice to the Seller, as may be determined and elected by the County Manager without further approval by the Board of the County Commission, whereupon all Parties shall be relieved of all further obligations under this Contract.

11. **SELLER IN SOLE POSSESSION OF PROPERTY.** 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 Conservation Easement or the Property that are not readily observable by County or which have not been disclosed to County.

12. **CLOSING DATE AND SIMULTANEOUS CLOSING CONTINGENCY.** This transaction shall be closed at a date and time mutually agreed upon by the Parties no later than December 31, 2021 (the **“Closing Date”**), as may be extended as provided herein, at or through the offices of the Closing Agent, unless otherwise provided for herein or agreed to by the Parties in writing. The parties recognize that extreme weather events or very wet weather could delay the County’s ability to fully survey or inspect the Property in time to be able to close by December 31, 2021 and in such event may mutually agree to extend the inspection period deadline and closing date. The County Manager may agree to terminate this Contract, or to extend the Inspection Period, Cure Period, or the Closing Date, on behalf of the County without further approval by the Board. Furthermore, the County’s performance to close on this Contract is **CONTINGENT** upon the simultaneous closing of the County’s option contract to purchase a Conservation Easement on property owned by Hitchcocks Ranch, LLC.

13. **SELLER’S OPTION TO TERMINATE AFTER REIMBURSEMENT OF COUNTY DUE DILIGENCE COSTS.** Seller has requested and the County has agreed, that in the event the United States Government, the United States Treasury Department, or the Internal Revenue Service adopt new tax laws, rules, or tax codes prior to the Closing Date that would impose a federal tax obligation resulting from this transaction on the Seller to a degree that causes the transaction contemplated herein to become financially unfeasible for the Seller or undesirable to the Seller in the Seller’s sole discretion, then Seller may terminate this contract, but only so long as the Seller first complies with the following requirements: (a) provide written notice to the County of its decision to terminate this Contract no later than 15 days prior to the Closing Date and (b) fully reimburse the County for the following due diligence expenses within 15 days of providing the Seller’s notice of termination pursuant to this paragraph: (i) cost of preparing and

issuance of a Title Commitment (\$3,825.00), (ii) cost of real estate appraisals obtained by the County evaluating the market value of the Property or the value of the Conservation Easement (\$39,500.00), (iii) cost of all Surveys (\$233,755.00), (iv) cost of County's environmental site assessment (\$8,262.00), (v) cost of County's preparation of the Baseline Documentation Report (\$23,432.00), (vi) cost of County's closing agent fees, (vii) cost of all Conservation Easement sign materials including the cost of posts and production of signs (\$1,500.00). In the event that Seller exercises its option to terminate this Contract pursuant to the terms of this paragraph, upon reimbursement to the County of the due diligence expenses listed above, the County will provide original copies of all due diligence reports, documents, and surveys to the Seller. If Hitchcock and Sons, Inc. terminates this Contract pursuant to this paragraph or Hitchcocks Ranch, LLC terminates its Contract with the County pursuant to the same provision in its respective Contract to sell a conservation easement to the County, then both Contracts shall be terminated and both Hitchcock and Sons, Inc. and Hitchcocks Ranch, LLC shall be jointly and severally responsible to reimburse the County for the County's due diligence costs listed above.

14. **EXPENSES.** The Parties shall pay closing costs and expenses as follows:

SELLER:

- Documentary stamp tax on the deed of conveyance;
- Preparation of all closing documents necessary to cure title defects (if any);
- Seller's attorney's fees; and
- Seller's brokerage fees.

COUNTY:

- Environmental site assessment costs;
- Survey;
- Title Insurance policy
- Closing Agent fees (including the preparation of all closing documents, except those that are necessary to cure title defects and are thus Seller's responsibility);
- County's attorney's fees.
- Cost of producing the Baseline Documentation Report
- Recording fees.

15. **INTEREST CONVEYED.** At closing, Seller shall execute and deliver to County a perpetual, enforceable Conservation Easement Deed in substantially the same form as attached hereto as **Exhibit "B"**, free and clear of liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of County and do not impair the County's priority of title to the Conservation Easement,

and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

16. **SUBORDINATION.** If at the time of conveyance of the Conservation Easement Deed, the Property is subject to a mortgage or other liens and encumbrances not accepted by County and Seller elects to subordinate such encumbrances rather than satisfy them at closing, Seller shall ensure that such liens or encumbrances are subordinated to the County's Conservation Easement by separate instrument, a draft of which shall be provided to the County's Closing Agent as part of the Closing Documents and which shall be fully executed at time of closing and recorded immediately after the Conservation Easement Deed's recordation. Any such subordination instrument shall specifically subordinate its rights in the Property to the County's Conservation Easement to the extent necessary to permit the County to enforce the purpose of the Conservation Easement in perpetuity and to prevent any modification or extinguishment of the Conservation Easement by the exercise of any superior rights of the holder.

17. **AD VALOREM PROPERTY TAXES AND ASSESSMENTS.** At closing, Seller shall satisfy all real estate taxes and assessments that are a lien against the Property. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of Seller. After the Conservation Easement is conveyed to the County, it shall be sole the responsibility of the Seller to seek and apply for any Ad Valorem Property Tax Exemptions that may be available to Seller pursuant to Florida Statutes by virtue of granting the Conservation Easement to the County.

18. **CLOSING DOCUMENTS:** Except as specifically provided below, the Seller shall deliver or provide the Closing Agent with information necessary to produce the following documents at or prior to closing:

a. An Affidavit of Non-Foreign Status, Notice of Non-Recognition, or Withholding Certificate to establish compliance with the Foreign Investment and Real Property Tax Act of 1980 "FIRPTA". Any such documents executed and delivered by the Seller must comply with the provisions of FIRPTA and any regulations or rules promulgated thereunder. If the Closing Agent or the County has actual knowledge or have received notice that the information contained or representations made in such document(s) is false, or if the document(s) does not otherwise comply with FIRPTA, then the Closing Agent shall withhold 10% - 15% of the amount realized by the Seller and shall remit such amount to the IRS at closing along with the properly completed remittance form.

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b. Seller shall furnish a Seller's affidavit, in form acceptable to the Closing Agent, the title insurance company, and the County, sufficient to remove standard printed exceptions to title in the Policy regarding (i) rights or claims of parties in possession; and (ii) mechanic's liens.

c. An environmental affidavit affirming the Seller's representations and warranties listed in Paragraph 22.

d. IRS 1099 Form, if required.

e. Incumbency Certificate, Resolution and Affidavit, in form acceptable to the Closing Agent, from the Seller if the Seller is not a natural person.

f. Seller shall deliver satisfaction(s), release(s) or estoppel letters from lenders and others holding mortgages or liens on the Property.

g. Seller shall deliver an assignment of all of Seller's rights, title and interest in all development rights, permits, licenses, benefits, consents, or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information that are expressly prohibited or contrary to the terms and conditions of the Conservation Easement Deed (if any).

h. Any other documents or information the Closing Agent reasonably requests or requires to complete the transaction, including subordination agreements necessary to subordinate any other interests in the Property to the County's Conservation Easement.

19. **BASELINE DOCUMENTATION.** County shall prepare a baseline documentation report adequately documenting the condition of the Property subject to the Conservation Easement at the date of closing. The cost of the baseline documentation shall be borne by County. If the form of Conservation Easement provides for use of a stewardship plan, the County's time and expense in preparation of the stewardship plan shall be the County's responsibility and the Seller's time and expense in preparation of the stewardship plan shall be the Seller's responsibility.

20. **TIME IS OF THE ESSENCE.** In all matters relating to this Contract, **TIME IS OF THE ESSENCE.**

21. **NO ALTERATIONS PRIOR TO CLOSING.** After the Effective Date, the Seller will not, without prior written consent from the County:

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a. Cut any timber from the Conservation Easement area on the Property or otherwise alter the Property in any manner that is or would be prohibited or restricted by the terms of the Conservation Easement Deed, or

b. Execute or enter into any lease, contract, option, easement, license, mortgage, financing statement, security contract, or similar document concerning or affecting the Property, unless necessary to carryout existing agricultural uses which are permitted by the Conservation Easement terms and conditions, including but not limited to cattle grazing leases.

22. **GENERAL CONDITIONS TO OBLIGATIONS OF THE COUNTY.** The obligations of the County are, at the option of the County, contingent upon the following conditions:

a. The representations and warranties made by Seller herein shall be correct statements of fact as said facts exist as of the Closing Date, and at all times between the Effective Date and the Closing Date.

b. All terms, covenants, contracts and provisions of this Contract to be complied with and performed by the Seller on or before the Closing Date shall have been duly complied with or performed.

23. **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER.** The Seller hereby represents, warrants, and covenants to and with the County as follows:

a. Except for those matters that will be discharged at closing, the Seller, and only the Seller, holds fee simple title to the Property and neither the Seller nor any other party has a common law or statutory way of necessity over or across the Property pursuant to §704.01, Florida Statutes.

b. From and after the Effective Date, Seller shall not enter into any contracts, encumbrances, liens, or other documents or instruments for or regarding the sale, transfer, disposition, assignment, conveyance, encumbrance, lien, pledge, of any Property, or any part thereof or any interest therein, or which may result in any lien or encumbrance with regard to the Property, or any part thereof, or an interest therein, without the prior written consent of the County.

c. The person executing this Contract on behalf of the Seller is fully and duly authorized to do so by Seller, and any and all actions required to make this Contract and the performance thereof legally binding obligations of Seller, have been duly and legally taken. No

further consent, authorization or approval of any person or entity is required for Seller to enter into or perform this transaction.

d. Seller has paid (or covenants that he will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property, subject to the proration therein provided.

e. Except for the liens, encumbrances, or charges against the Property specifically disclosed in this Contract, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or charges, which could adversely affect title to the Property after the Effective Date or the Closing Date, and Seller has no knowledge of any matters pending that could result in a lien against the Property, or in any way substantially adversely affect title to the Conservation Easement.

f. From and after the Effective Date Seller will not cause, permit, suffer, or allow any change, modification or alternation to be made to the Conservation Easement area on the Property, or any part or portion thereof, or its physical condition without the prior written consent of County.

g. There are no leases affecting the Conservation Easement areas of the Property that will be subject to the Conservation Easement except for cattle grazing leases or other agricultural land use leases that would be permitted by the Conservation Easement.

h. Seller represents that during its ownership the Property has never been used for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials, and no such toxic or hazardous waste or materials are present on, in, or under the Property. As used herein "hazardous or toxic wastes or materials" shall mean and refer to any substance or matter giving rise to liability or regulations under any federal, state, or local law, statute, regulation, rule or ordinance. However certain chemicals or inherently hazardous materials necessary to maintain the continued agricultural operations, uses, or maintenance of the conservation values permitted by the Conservation Easement (such as pesticides, herbicides, or fungicides) may be stored and utilized within the Conservation Easement areas on the Property, so long as they are stored and used in compliance with State and Federal law and the terms of the Conservation Easement Deed.

i. To the best of the Seller's actual information and belief, no party has ever used the Property as a dump, landfill or garbage disposal site.

j. To the best of the Seller's actual information and belief, the Property presently complies with all applicable environmental laws, rules and regulations.

k. The Seller is unaware of any previous violations of applicable environmental laws, rules and regulations regarding the Property.

l. The Seller has not received notice from any government agency that the Property violates any federal, state or local laws, ordinances, codes, rules, orders or regulations or that any remedial action is required on the Property. The Seller shall, after closing, indemnify, defend and hold the County harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, (including but not limited to attorney's fees, court costs, and agency costs of investigation) for actual damage to the environment, personal injury or death, or damage to property, due to a release or alleged release of hazardous materials on or under the Property or in the surface or ground water located on or under the Property, or gaseous emissions from the Property or any other adverse environmental condition existing on the Property, occurring prior to closing, that is caused by, arising from or any way related to the invalidity of the foregoing representations.

m. The Seller is not a "foreign person" as that term is defined in 26 U.S.C.A. §1445(f)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including but not limited to 26 U.S.C.A. §1445.

n. Upon closing, a perpetual conservation easement interest in the Property shall transfer to the County.

o. There are no actions, suits or proceedings of any kind or nature whatsoever legal or equitable, actual or threatened, affecting the Property, or any portion thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any Federal, state, county or municipal department, commission, board, bureau, or agency or other government instrumentality.

p. No commitments have been made, to the best of Seller's knowledge, to any governmental authority, utility company, school board, church or other religious body, or any homeowner's association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon County, or its successors or assigns, to make any contribution or dedications or money or land, or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or

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contributions or incur any expenses or obligations in connection with any development of the Property, or any part thereof.

q. No person, firm or other legal entity other than County has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

r. The execution and delivery of this Contract and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any Contract or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

s. Seller is not aware of any information or facts concerning the physical condition or the Property, or the existing or proposed governmental regulation of the use or development of the Property, which would materially or adversely affect the value or use thereof which has not been disclosed to County in writing. In the event that changes occur as to any information, documents, or exhibits referred to in any part of this Contract, Seller will immediately disclose same to County when first available to Seller.

t. No representation, warranty or covenant in this Contract, nor any document, certificate or exhibit given or delivered to County pursuant to this Contract, when read singularly or together as a whole, contains any untrue statement of a material fact, or omits a material fact necessary to make the statements contained therein true in the light of the circumstances under which they were made, to the best of Seller's knowledge.

u. Seller is not subject to any bankruptcy proceeding, assignment for benefit of creditors, receivership or similar proceedings and that the conveyance of the Property as set out herein will not result in the Seller becoming bankrupt or insolvent.

24. **REPRESENTATIONS AND WARRANTIES OF THE COUNTY.** County hereby represents and warrants to Seller as follows:

a. No consent to the transaction contemplated by this Contract by any person or entity other than County is required.

b. No representation, warranty or covenant in this Contract, nor any document, certificate or exhibits given or delivered to Seller pursuant to this Contract, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact

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necessary to make the statement contained therein true in light of the circumstances under which they were made.

25. **CONTINUING REPRESENTATION AND WARRANTIES.** The representations and warranties of the Parties contained herein shall be continuing up to and including the Closing Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing.

26. **EMINENT DOMAIN.** The Seller has no knowledge of any threatened or pending eminent domain proceedings affecting the Property. In the event eminent domain proceedings are pending (without Seller's knowledge) or instituted after the Effective Date, to acquire all or any part of Property, the Parties agree that:

a. The Seller shall, upon discovery, immediately notify the County of such threatened or pending eminent domain proceedings and provide to the County copies of all written correspondences, pleadings or other papers concerning the eminent domain proceeding as the Seller receives them.

b. The County may either: (i) Terminate the Contract by written notice to the Seller, whereupon the Parties shall be relieved of all further obligations under the Contract; or (ii) the County may elect to keep the Contract in full force and effect and assume sole control and direction (including settlement authority) of the eminent domain proceedings. The County shall receive the eminent domain award in an amount equivalent to the value of the conservation easement based on the Purchase Price as defined in Paragraph 4. The Seller shall execute all assignments or documents as are necessary to accomplish the same.

27. **REAL ESTATE COMMISSIONS.** The Seller represents and notifies the County that it has engaged the services of the Real Estate Brokerage Services of Dean Saunders, ALC, CCIM of Saunders, Ralston, Dantzler. Any commissions due to Broker are the sole responsibility of the Seller.

28. **AUTHORITY.** Each party hereby represents and warrants to the other party, which representations and warranties shall be true and shall be deemed to be restated at the closing:

a. Each party has full authority to bind itself to the obligations stated herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

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b. The execution and delivery of this Contract and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

29. **FURTHER ASSURANCES.** The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Contract.

30. **NOTICES.** Any notice, demand, request, or other communication required or permitted by this Contract or by law shall be in writing, and shall be deemed to be given when (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express), or (d) by email to the following addresses:

Seller:

Dean Saunders, ALC, CCIM
Saunders, Ralston, Dantzler
1723 Bartow Road
Lakeland, FL 33801
dean@saundersrealestate.com
(863) 287-8340

Robert A. Hitchcock
29220 NW 122nd Street
Alachua, FL 32615
ahitchcock@hitchcocks.com
(352) 338-1814

County:

ALACHUA COUNTY BOARD OF COMMISSIONERS
12 SE 1st Street
Gainesville, FL 32601
Attention: Michele Lieberman, County Manager
Telephone: (352) 374-5204
Facsimile: (352) 338-7363
Email: mlieberman@alachuacounty.us

and

Alachua County Office of Land Conservation & Management
408 W. University Avenue, Suite 106
Gainesville, Florida 32601
Attention: Director, Charlie Houser
Telephone: (352) 264-6804
Email: chouser@alachuacounty.us

To change or update any of the addresses above, the notifying party shall provide notice of the change in writing to the other party using the methods set out above. The date of notice shall be the date the notifying party sends notice to the receiving party. If the notifying party delivers personal notice to the receiving party, the receiving party shall have received notice upon receipt thereof.

31. DEFAULT.

a. If the County fails to consummate the purchase of the Conservation Easement in accordance with the terms of this Contract for any reason other than Seller's default or the County's termination of this Contract as allowed herein, Seller's sole remedy against the County shall be to retain the Property without being encumbered by a Conservation Easement and the Option Payment (including any interest earned thereon) paid by the County as liquidated and agreed upon damages, and all Parties shall be relieved from any further obligations under this Contract. It is agreed by the Parties that such amount is a fair and reasonable measure of the damages to be suffered by Seller in the event of such default and that the exact amount thereof is incapable of ascertainment.

b. In the event Seller breaches its covenant to convey the Conservation Easement to the County or otherwise fails to perform its obligations under this Contract, for any reason except for the County's default, the County shall be entitled (a) to receive a prompt and complete return of the Option Payment (including any interest earned thereon), in which event the Parties shall be relieved from any further obligations under this Contract, or (b) to pursue any and all remedies available under law or equity, including specific performance, and to seek and recover any and all damages available to the County under law or in equity. However, specific performance is not available as a remedy for failure to cure (i) Title Defects that cannot be cured by a payment of a portion of the Payment Price at closing, or (ii) failure to cure Environmental Defects.

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32. **TERMINATION.** If this Contract is terminated by either party as allowed herein, all Parties shall be released from any further obligation under this Contract.

33. **ASSIGNMENT.** This Contract may not be assigned by either party without the written consent of the other party.

34. **PERSONS BOUND.** This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, and permitted assigns.

35. **ENTIRE CONTRACT.** This Contract together with all Exhibits incorporated herein by reference, constitutes the sole, exclusive, and entire agreement between the parties pertaining to the subject matter described herein and supersedes all prior dealings and writings between them with respect thereto. No supplement, modification or amendment to this Contract shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge and agree that the description of the Property and the Conservation Easement described in the Exhibits is based on publicly-available Alachua County Property Appraiser records, and shall be replaced in the Closing Documents by the legal descriptions of the Property and the Conservation Easement in the Survey and Title Commitment, as approved by the County's Closing Agent, without the necessity of the parties' written amendment to this Contract.

36. **APPLICABLE LAW; VENUE.** This Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.

37. **WAIVER OF RIGHT TO TRIAL BY JURY.** Each party waives its rights to demand trial by jury.

38. **SOVEREIGN IMMUNITY.** The County fully retains all sovereign immunity protections afforded to it as a charter county and a political subdivision of the State of Florida. The County waives nothing by entering into this Contract. All claims against the County that are permissible pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes.

39. **SEVERABILITY.** In the event any portion of this Contract is found to be unenforceable, the remainder of this Contract shall remain in full force and effect if the deletion of such portion shall neither affect the overall intent of this Contract, nor materially impair the benefits negotiated by each party hereunder.

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40. **CONSTRUCTION.** The provisions of this Contract have been carefully and fully negotiated between the Parties, each of which has relatively equal bargaining power. The terms of this Contract are to be construed in accordance with their fair meaning and intent and are not to be construed against either party merely because such party or its counsel drafted this Contract. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be automatically extended to the next day which is not a Saturday, Sunday or legal holiday and the County is open for regular business.

41. **NO RECORDING OF CONTRACT.** The Parties agree that neither the County nor the Seller shall cause this Contract to be recorded in any public records relating to the Property.

42. **COUNTERPARTS.** This Contract may be executed by the Parties hereto individually or in combination, in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same contract. This Contract may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery.

43. **HEADINGS.** The captions and headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

44. **WAIVER.** No provision of this Contract or any rights hereunder may be waived unless such waiver is in writing and is signed by the party waiving such provision or right. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Contract, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law or in the provisions of this Contract shall not exclude other remedies unless they are expressly excluded.

45. **SURVIVAL OF REPRESENTATION AND WARRANTIES.** The respective representations, warranties, covenants, and Contracts of Seller and County contained in this Contract shall survive the closing of this transaction and remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

EXECUTED this 18TH day of AUGUST, 2021, by the Seller, Hitchcock & Sons, Inc., a Florida corporation.

Signed, sealed and delivered
in the presence of:

Clara J. Bembry
Witness No 1 Signature

CLARA J. BEMBRY
Witness No 1 Print Name

John K. Story
Witness No 2 Signature

JOHN K STORY
Witness No 2 Print Name

SELLER:

Hitchcock & Sons, Inc.

By: Robert A. Hitchcock

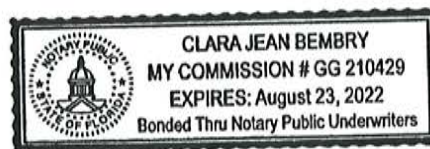
Robert Alan Hitchcock
Print Name

PRESIDENT
Title (If applicable)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by physical presence this 18TH day of AUGUST, 2021 by Robert A. Hitchcock. He/she is [☒] personally known to me or [] has produced _____ as identification.
(type of identification)

Clara Jean Bembry
Notary Public – State of Florida
Print Name: CLARA JEAN BEMBRY
Commission Number: _____
Commission Expiration Date: _____



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EXECUTED this ____ day of 9/2/2021, 2021, by the County Manager, on behalf of Alachua County, a charter county and political subdivision of the State of Florida, acting within his/her signature authority as granted by the Board of County Commissioners.

ALACHUA COUNTY

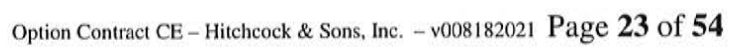
DocuSigned by:
Michele Lieberman
By: 0E708449BE5743D...

Michele Lieberman, County Manager

APPROVED AS TO FORM

DocuSigned by:
David Forziano
70E5E81DBE1E4D3...
Alachua County Attorney's Office

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**EXHIBIT "B" TO OPTION CONTRACT
Conservation Easement Deed**

This instrument prepared by and returned to:
Alachua County, FL
Environmental Protection Department
Office of Land Conservation & Management
Alachua County Forever Project/Element:
Santa Fe River – "Santa Fe River Ranch"

ACPA Protected Property Tax I.D.#
02831-000-000; 02829-000-000;
02829-001-000; 02843-000-000;
02843-001-000

DEED OF CONSERVATION EASEMENT

ALACHUA COUNTY FOREVER'S "HITCHCOCK & SONS, INC. CONSERVATION EASEMENT"

THIS GRANT OF CONSERVATION EASEMENT is made this ___ day of _____ 2021, by Hitchcock and Sons, Inc., whose address is 29220 NW 122nd Street, Alachua, FL 32615 ("Grantor"), in favor of ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P. O. Box 2877, Gainesville, Florida, 32602-2877, ("Grantee")

The terms "Grantor" and "Grantee" shall include the singular and the plural, and the heirs, successors and assigns of Grantor and Grantee, and the provisions of this easement shall be binding upon and inure to the benefit of Grantor, Grantee and their heirs, successors, and assigns.

RECITALS


WHEREAS, Grantor is the sole owner in fee simple of certain real property in Alachua County, Florida, shown in the parcel map attached hereto and incorporated by reference as **Exhibit "A,"** the majority of which shall be subject to this Conservation Easement Deed except for certain excluded areas also shown in **Exhibit "A";** and

WHEREAS, the boundaries of this Conservation Easement Deed are more particularly described in the metes and bounds legal description attached hereto and incorporated by reference as **Exhibit "B"** (hereinafter, the "Protected Property"); and

WHEREAS, the Protected Property includes approximately 586.8 acres of land adjacent to Alachua County Forever's "Mill Creek Preserve";

WHEREAS, the Protected Property connects Grantee's "Mill Creek Preserve" to approximately 1,656 acres of additional land owned by Hitchcock Ranch, LLC (a Florida limited liability company also owned and controlled by Grantor) that is also subject to a Conservation Easement held by Grantee.

WHEREAS, Grantor and Grantee mutually recognize the special ecological and

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agricultural qualities that the Protected Property possesses, including managed pine plantation, cattle pasture, a diversity of high-quality natural communities such as wetlands, sinkholes, streams, ponds, and seepage areas that are suitable for providing a significant wildlife habitat corridor for many species including federal and state protected species; and

WHEREAS, the Protected Property expands the connection between existing conservation lands owned by Grantee and conservation lands owned by the Suwannee River Water Management District along the Santa Fe River (a statutorily designated "Outstanding Florida Water"); and

WHEREAS, the Protected Property's southwestern parcels contain an unnamed blackwater creek running through them which eventually drains into the Santa Fe River; and

WHEREAS, Grantor and Grantee mutually agree that all of the above special features and values of the Protected Property (including other features and values identified or described below) collectively describe the "Conservation Values" of the Protected Property that Conservation Values should be protected in perpetuity from conversion to other more intensive land uses that would destroy or impair these Conservation Values; and


WHEREAS, Grantor and Grantee mutually desire to protect these Conservation Values of the Protected Property through conveyance of a perpetual conservation easement on, under, over, and across the Protected Property; and

WHEREAS, the specific Conservation Values of the Protected Property are documented in the "Baseline Inventory Report for the Hitchcock Ranch Conservation Easement in Alachua County, Florida", dated _____ ("Baseline Documentation Report"), which consists of reports, maps, photographs, and other documentation that the parties agree collectively provide an accurate representation of the Protected Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. (The Baseline Documentation Report is hereby incorporated by reference and copies shall be maintained by both the Grantor and the Grantee in its Office of Land Conservation and Management); and

WHEREAS, **Exhibit "C"** of this Deed of Conservation Easement (attached hereto and incorporated by reference) is a map depicting the boundaries of this Conservation Easement, its internal land management zones that are subject to the terms and conditions of this Deed, and areas that are excluded from the terms and conditions of this Deed; and

WHEREAS, Grantor intends that the Conservation Values of the Protected Property be preserved and maintained by the continuation of existing land use patterns that do not significantly impair or interfere with those values; and

WHEREAS, Grantor further intends, as owner of the Protected Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Protected Property in perpetuity; and

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WHEREAS, Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, and Title 26 §1.170A-14(c) of the Internal Revenue Code to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, or open space condition;

NOW, THEREFORE, to achieve the purposes listed above and to ensure that the agricultural and Conservation Values of the Protected Property are protected through binding mutual covenants, terms, conditions, restrictions, and prohibitions in perpetuity, and in consideration of \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and pursuant to §704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Protected Property to the extent hereinafter set forth.

SECTION I – PURPOSE OF EASEMENT

1. Purpose. The Purpose of this Conservation Easement is to ensure the Protected Property will be retained forever substantially unchanged from its present condition of a mosaic of working agricultural land (including but not limited to silviculture, productive cow-calf agricultural operations, and other limited agricultural activities that sustain the long-term economic viability of the Protected Property) combined with the preservation of rural, scenic, and natural communities in close proximity to the Santa Fe River, which collectively create an important wildlife corridor on the Protected Property. As such, the purpose of this Conservation Easement specifically includes the condition that the Protected Property be maintained at no higher intensive or inconsistent land use that is reflected in the Baseline Documentation Report. The purpose of this Conservation Easement is intended to establish and maintain a balance of timber and cattle production, natural community preservation, water quality protection, and wildlife protection, which shall be achieved by adherence to the terms and conditions of this Conservation Easement Deed, the Baseline Documentation Report, and the Conservation Easement Stewardship Plan. The purpose of this Conservation Easement and the "Conservation Values" described above are what the Grantor and Grantee mutually desire to protect and preserve in perpetuity. The purpose of this Conservation Easement and protection of the Protected Property's Conservation Values shall be achieved through land stewardship practices guided by the following land management principles:

1. Maintenance and enhancement of natural resource values.
2. Protection of the scenic, geologic, hydrologic, and other distinctive natural features or characteristics of the landscape from development.
3. Protection of water quality by protecting the natural integrity of riverine buffers, streams, ponds, seeps, and karst features on the Protected Property which directly influence the Floridan Aquifer and the Santa Fe River.
4. Protection of natural areas and wildlife habitat, particularly habitats utilized by federal, and state listed species.
5. Protection and maintenance of soil health and control of soil erosion.
6. Continuation of the historical agricultural use of the land for cow and calf operations while requiring Grantor to follow and comply with the Florida

Department of Agriculture and Consumer Services, Office of Agricultural Water Policy, "Water Quality Best Management Practices for Florida Cow/Calf Operations" (2008 Edition – FDACS-P-02180 as may be amended).

7. Continuation of silviculture activity on the Protected Property, subject to the limitations required by this Conservation Easement and in compliance with the Florida Department of Agriculture and Consumer Services, "Florida Forestry Service's Best Management Practices for Silviculture" (FDACS-P-01284, 2008 as may be amended) and the "Florida Wildlife Best Management Practices for Silviculture" (FDACS-01869 Rev. 8/4/14 as may be amended).
8. Preservation of wildlife corridors, and scenic landscapes through the avoidance of land fragmentation.
9. Prohibition of subdivision of the Protected Property and conversion of the Protected Property to other land uses that would destroy or impair the "Conservation Values" described herein or be inconsistent with the Purpose of this Conservation Easement.

Grantor hereby affirms that this Conservation Easement will confine the use of the Protected Property to such activities as are consistent with the Purpose of this Conservation Easement as described in this Section.

SECTION II – DURATION OF EASEMENT


This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors in interest, assigns, lessees, agents, and licensees.

SECTION III – RIGHTS GRANTED TO GRANTEE

To accomplish the purpose of this Conservation Easement the following rights are conveyed to Grantee by this Easement:

1. Right to protect Conservation Values. The right to enforce protection of the "Conservation Values" of the Protected Property and to ensure compliance with the Purpose of this Conservation Easement which includes the right to take any appropriate legal action necessary to enforce protection of the Conservation Values of the Protected Property or to enforce compliance with the terms and conditions of this Conservation Easement. In the event Grantee takes legal action to enforce the terms and conditions of this Conservation Easement, then Grantor and Grantee shall each be responsible for their own attorney's fees, costs, and expenses related to such legal action, except that Grantee may seek any costs or damages against Grantor pursuant to Section VI ("Grantee's Remedies") below, if necessary, to repair, restore, or maintain the Conservation Values on the Protected Property.

2. Transfer and Assignment. The right of Grantee to assign its rights and obligations under this Conservation Easement, but only to an organization that is, at the time of the assignment authorized to acquire and hold conservation easements under Section 704.06 of the Florida Statutes (or any successor provision then applicable) and Title 26 §1.170A-14(c) of the Internal Revenue Code. As a condition of such transfer, Grantee shall require that any successor or assignee shall take the land

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subject to the reservations, restrictions, and obligations of Grantor regarding the use and maintenance of this Conservation Easement so that the Purposes of this easement shall continue to be carried out.

3. Grantee's Access and Monitoring. The right to annually inspect the Protected Property once every twelve (12) months to ensure compliance with the terms and conditions of this Conservation Easement with such inspection occurring within fourteen (14) days after receiving a "Notice of Inspection" from Grantee (by email or other written notice). At all times, Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property when inspecting or monitoring activities on the Protected Property.

4. Protection of Grantee's Interest. The right to prevent any use or activity on the Protected Property that is inconsistent with the Purpose of this Conservation Easement, the terms and conditions of this Conservation Easement, the Baseline Documentation, or contrary to the Conservation Easement Stewardship Plan. In addition, Grantee shall have the right to require and enforce Grantor to undertake restoration of such areas or features of the Protected Property that may be damaged by any such inconsistent activity or use at Grantor's cost.

5. Protection of Natural Resources. The right to have the Protected Property maintained as reflected in the Baseline Documentation, as the Protected Property may evolve through the forces of nature hereafter, and subject only to the exercise of Grantor's reserved rights and the Rights Granted to the Grantee, as described in this Conservation Easement.

6. Indemnification. Grantor hereby indemnifies Grantee for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from Grantor's use and ownership of or activities on the Protected Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Protected Property or arising out of any condition of the Protected Property known to Grantor to the best of Grantor's knowledge.

This indemnification shall not be construed as a waiver of Alachua County's sovereign immunity and shall be interpreted as limited to only such traditional liabilities for which the County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against Alachua County must comply with the procedures found in section 768.28, Florida Statutes, and Article VII, section 10 of the Florida Constitution. The value of this indemnification is limited to the limitations of section 768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the Grantor against Alachua County to only those losses, costs and damages caused by the County's negligence, and specifically does not include any attorney's fees or costs associated therewith.

SECTION IV – PROHIBITED USES

Any use or activity on the protected Property not inconsistent with the Purpose of this Conservation Easement and not specifically prohibited in this Section or in Section V is permitted. The Protected Property shall be maintained in its natural, scenic, agricultural, and open condition

and restricted from any development or use that would impair or interfere with the conservation purposes of this Easement unless otherwise specifically permitted in Section V. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Protected Property:

1. Construction or placing buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground not specifically permitted in this Conservation Easement or in any manner contrary to the purpose of this Conservation Easement.
2. Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, debris, or unsightly or offensive materials.
3. Removing or destroying trees, shrubs, or other vegetation (excluding exotic or invasive species), unless otherwise permitted pursuant to Section V, Paragraph (1)(F) ("Silviculture and Timber Management"), Section V, Paragraph 11 ("Removal of Vegetation and Introduction of Exotic Plants"), or the "Conservation Easement Stewardship Plan" described in Section IX below.
4. Excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface.
5. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.
9. Subdivision of the Protected Property into two or more lots, tax parcels, or units of land.
10. There shall be no exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, lime rock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances. Further, no sale of surface or subsurface minerals or mineral rights, including gravel, sand, rock, or topsoil from the Property is permitted. No quarrying, mining, or drilling activities prohibited under applicable provisions of Section 170(h) of the Internal Revenue Code are permitted on or under the Protected Property.
11. Commercial Water Wells are strictly prohibited on the Protected Property, but Water Wells related to existing permissible agricultural land uses may be permitted pursuant to Section V, Paragraph 8 below and if located outside of the boundaries of this Conservation Easement in support of Grantor's agri-tourism event facilities.

SECTION V – GRANTOR’S RESERVED RIGHTS, RESTRICTIONS, AND PROHIBITIONS

The Protected Property shall be maintained in its natural, scenic, agricultural, and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this Conservation Easement unless otherwise specifically permitted herein. Grantor reserves to Grantor, and to Grantor’s personal representatives, heirs, successors, and assigns, the following specified rights, which are deemed to be consistent with the Purpose of this Conservation Easement described in Section I, but subject to the restrictions and prohibitions included below:

1. Existing Agricultural Activities and Land Management Zones. The right to maintain the existing land use patterns as described or depicted in the land management zones shown in Exhibit C and in the Baseline Documentation Report. This reserved right shall include the continuation of the existing commercial cow and calf agricultural activity and silviculture activity with dedicated ingress and egress as depicted in the Baseline Documentation Report, or other passageway across the Protected Property in conjunction with other agricultural activity permitted in the Conservation Easement Stewardship Plan. The land management zones depicted in Exhibit C shall be named as follows and be subject to the respective terms and conditions that follow each Zone name:

(A) “G”-Grazing

This zone consists of permanent pasture in bahia or other grasses suitable for the production of beef cattle and other livestock in North Florida. Cow/calf operations are expressly permitted as described in paragraph 2 of this Section (below). Concentrated feeding operations, dairies, and swine operations are expressly prohibited. The raising and grazing of other livestock in addition to beef cattle must be approved by the County through amendment to a grazing plan (which shall be a component of the “Conservation Easement Stewardship Plan” described in Section IX below). Stocking must not exceed rates contained in the Grazing Plan. The production, storage, and sale of hay is permitted. Mowing and other cultural practices to promote the growth of preferred grass species is permitted, however the planting and cultivation of annual crops including those for cattle feed or silage is prohibited. Pesticides and fertilizers may be applied in accordance with applicable laws, rules, and the Florida Department of Agriculture’s BMPs provided that water bodies and aquifers are protected from harm. Agriculture-related improvements are permitted within this zone. Planting and management of native tree species for silviculture or silvo-pasture are permitted. Hunting and other activities related to the operation of the Protected Property or adjacent properties owned by the Grantor and that do not degrade the site or change its character or use are permitted.

(B) “P”- Preservation

This zone includes wetlands, riparian buffers, water resource features, ecologically sensitive areas, and upland forest communities. Areas in this zone must be maintained in their natural state. Active management including prescribed burning, and single-stem herbicide applications for natural community or habitat restoration, conducted to

implement an approved Conservation Easement Stewardship Plan are permitted. Livestock must be excluded from all areas in this zone. Land clearing, and the establishment of any improvements are prohibited. Existing roads identified in the Baseline Documentation Report may be maintained, but not improved, enlarged, or extended. Temporary blinds for hunting or nature observation may be placed in these areas so long as no clearing is required and neither ecological nor water resource values are negatively affected. Any new permanent structures or improvements are prohibited. The Grantee may post signs along the boundaries of the "Preservation" zones to identify these zones on-site and to inform any persons working near these zones that certain activities are prohibited.

(C) "M" - Mowed (Semi-natural)

Areas in this zone contain a mixture of woody and herbaceous species that are kept in a semi-natural condition or are managed to provide scenic vistas and activity areas to support facilities on adjacent properties owned by the Grantor. These areas provide buffers next to Preservation areas, karst features, or small water bodies. They provide ecotones and habitat for game species and certain imperiled species including the gopher tortoise. Non-native pasture grasses may occur in these areas but may not be introduced. Mowing and prescribed fire to maintain herbaceous cover is permitted. Disking and other methods of cultivation are generally prohibited in the "Mowed" zones unless otherwise specifically permitted in this paragraph below or in the Conservation Easement Stewardship Plan. The application of herbicides or fertilizer is generally prohibited in areas designated in "Mowed" Zones unless specifically permitted in this paragraph below or in the Conservation Easement Stewardship Plan. Within the M1, M2, and M3 Zones, fertilizer may be used in a reasonable manner in relation to cultivation of hay and shall be applied according to agricultural best management practices recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time. Fertilization in the M1, M2, and M3 Zones must be done in a manner and at rates that provide reasonable assurance that nitrogen and phosphorous levels will not be increased in any surface water body or aquifer. Fertilization in the M4 and M5 Zones in close proximity to the Santa Fe River is strictly prohibited. Livestock must be prevented from prolonged grazing in all areas designated as a "Mowed" zone but may be herded across "Mowed" zones to relocate to other permitted grazing zones. Temporary blinds or permanent blinds not exceeding 144 sq. ft. of floor area are permitted. Permanent blinds will be counted against the 15,000 sq. ft. limit for improvements.

(D) "FP"- Food Plots

This zone consists of areas of no more than 10 acres each that are used to attract and feed game and other wildlife primarily to support hunting. Most are situated within Preservation areas. Livestock must be excluded from these zones. These areas may be cultivated and planted with annual or perennial crops, but all production must be left on site. Any perennial species must be approved by the County prior to their introduction, except that Grantor may continue to plant perennial clover within these zones so long as fertilizer is not used in conjunction with planting perennial clover when the planted area is located

within a Preservation zone. Grantor must also control the spread of perennial clover so that its growth is confined to an area designated as a Food Plot. Temporary blinds or permanent blinds not exceeding 144 sq. ft. of floor area are permitted. Permanent blinds will be counted against the 15,000 sq. ft. limit for improvements.

(E) *General conditions applicable to all the above land management zones*

- i) The removal of non-native plants is encouraged in all zones and control of invasive exotic plants to the extent practicable is required. Herbicides may be used in all Zones in accordance with their labels for the control or elimination of invasive exotic plants.
- ii) The control or removal of invasive exotic animals such as feral hogs is encouraged in all zones.
- iii) Except as identified as in the Baseline Documentation Report or in an approved Conservation Easement Stewardship Plan, high fencing is prohibited.

(F) *"T" – Silviculture and Timber Management*

In these areas, Grantor may continue to conduct silvicultural operations on the property subject to applicable state statutes, the Florida Department of Agriculture's Best Management Practices and Administrative Rules, the County's local ordinances, and as limited by following conditions:

- i) Grantor shall implement and maintain compliance with the Florida Forest Service's "Best Management Practices for Silviculture" (DACS-P-01284, 2008 as may be amended) and the "Florida Wildlife Best Management Practices for Silviculture" (FDACS-01869 Rev. 8/4/14 as may be amended) on all areas of the Property designated as "T" in Exhibit C and in the Baseline Documentation subject to this Conservation Easement.
- ii) Grantor is hereby strictly prohibited from conducting silvicultural operations or other disturbance of native vegetation or soils within the Preservation Zones identified on Exhibit C of this Conservation Easement Deed.
- iii) The use of vehicles and equipment associated with allowed silvicultural or timber management activities is permitted. Temporary roads and loading decks may be established for the purpose of facilitating timber harvests but must be abandoned and restored to native vegetation within one year after the completion of the timber harvesting operation and must be located outside of any wetland buffer zones or Preservation zones.
- iv) Grantor is strictly prohibited from creating or establishing ditched or bedded rows in preparing any site for reforestation.

v) Grantor is strictly prohibited from applying fertilizer anywhere within the "T" zones.

vi) Grantor may use herbicides labeled for use with forestry and silviculture operations within the "T" zones, but only as authorized and more particularly prescribed in the "Conservation Easement Stewardship Plan" described in Section IX below. Furthermore, Grantor may use herbicides anywhere on the Property for the specific purpose of controlling and eliminating the spread of invasive or exotic vegetation consistent with the Purpose of this Conservation Easement. However, notwithstanding these restrictions on the use of herbicides, Grantor is hereby strictly prohibited from applying soil-active herbicides (such as Hexazinone) anywhere on the Protected Property.

2. Cow and Calf Operations. The right to engage in animal husbandry, including bovine livestock management in the Grazing ("G") Zones and Grazing/Row Crop ("SG") Zones as shown in Exhibit C, such right being limited to the number of bovines established in the "Conservation Easement Stewardship Plan" described in Section IX below. Cow and Calf operations must follow and comply with the Florida Department of Agriculture and Consumer Service, Office of Agricultural Water Policy's, "Water Quality Best Management Practices for Florida Cow/Calf Operations" (2008 Edition – DACS-P-02180 as may be amended from time to time). Construction of new structures or refurbishment of existing structures necessary for the successful operation and care of bovines is permitted in accordance with paragraphs 3. and 4. below. A grazing plan for cow and calf operations shall be developed and be made a part of the Conservation Easement Stewardship Plan.

3. Existing Structures – Agricultural Buildings. The right to use, repair and maintain in their current locations the existing agricultural buildings as described in the Baseline Documentation Report. The existing structures may be demolished and rebuilt in accordance with applicable law but shall be limited in size to the original structure's Floor Area Ratio and height.

4. New Structures – Agricultural Buildings. The right to build up to, but no more than, 15,000 square feet (of which 5,000 square feet shall be limited to Alachua County Property Appraiser Tax Parcels 02829-000-000; 02829-001-000; 02843-000-000; and 02843-001-000) of future building additions necessary to carry out the agricultural activities on the Protected Property in the Grazing ("G"), Mowed ("M"), Grazing/Row Crop ("SG"), and Food Plot ("FP") Zones subject to the following conditions: (i) the total square footage of all impervious surfaces associated with existing agricultural structures and future agricultural structures combined (including but not limited to, foundations, patios, sidewalks, driveways, roadways, or floor surface area under roof, etc.) shall not exceed more than 15,000 square feet of the entire surface area of the Protected Property, (ii) prior to the commencement of construction, Grantee's approval for consistency with this easement must be obtained, with such approval not being unreasonably withheld, (iii) all construction shall be in strict conformity with all applicable local and state laws and requirements, (iv) there shall be no impairment to the Conservation Values or agricultural values of the Protected Property, (v) stormwater runoff will be directed away from slopes and sited for maximum

infiltration, (vi) all new structures shall be located at least 75 feet from any wetland areas, sinkholes or karst features, (vii) construction shall be accomplished with minimal removal of existing trees and canopy cover, and (viii) if existing structures (existing at the time of the grant of this easement and identified in the Baseline Documentation Report) are demolished or removed, the square footage of such existing structures may be credited above the 15,000 square foot limitation so long as condition (d)(i) above is satisfied.

5. Roads, Trails, and Motorized Vehicles. The right to maintain, widen and lengthen the existing roads, identified in the Baseline Documentation Report as may be necessary to provide continued access to the existing structures and access to new structures and other improvements listed above, provided that: (i) it be done in strict conformity with all applicable laws and requirements, (ii) it be maintained at Grantor's sole expense, (iii) it be constructed so as to minimize the impact on the conservation and agricultural values of the Protected Property, (iv) if widened, it must not exceed 20 (twenty) feet in total width, (v) except for roads that may be constructed and counted against the limits set forth in paragraph 4. above, materials utilized in the construction and maintenance of the road shall not include impervious material such as concrete (except that crushed concrete is acceptable), compacted lime rock, or asphalt and must be permeable to allow adequate water/run-off percolation into the ground, (vi) prior to the commencement of construction Grantee's approval must be obtained, with such approval not being unreasonably withheld, and (vii) construction shall be accomplished with minimal removal of existing trees and canopy cover.

Under no circumstances may off-road all-terrain vehicles be used on the Protected Property in a manner that causes harm to the Conservation Values of the Protected Property or otherwise inconsistent with the Purpose of this Conservation Easement or the Conservation Easement Stewardship Plan. Within Preservation Zones shown on Exhibit C, all vehicular use must be confined to existing roads.

6. Utility Services and Septic System. Grantor shall not permit or grant easements for utility transmission or distribution facilities or systems without the written consent of the Grantee. Any grant of easement to a utility company shall provide for express subordination to this easement or shall be recorded in the Official Records of Alachua County with a "subordination agreement" executed by the utility company subordinating its rights to those of the County's by virtue of this Conservation Easement. Grantor may, subject to approval by Grantee, install, maintain, repair, replace, remove, and relocate electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Protected Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve improvements on the Protected Property, and the right to grant easements over and under the Protected Property for such limited purposes, is permitted, provided that the impact of such installation and maintenance on the Conservation Values is limited to the greatest extent possible. Installation, maintenance, repair or improvement of a septic or other underground sanitary system, for the benefit of any of the improvements permitted herein (or for the benefit of any existing residential home sites or future residential homes sites located adjacent to and outside of this easement) are

permitted, provided such septic systems are located at least 150 feet from any wetland areas, sinkholes or karst features. All other utilities are prohibited on the Protected Property including, but not limited to, commercial cellular communication towers or structures.

7. Signs. The right to erect and maintain reasonable signs indicating the owner of the Protected Property, the name of the Protected Property, boundary markers, the names of Grantor's event venue businesses and associated directional signs, and regulatory signs. Any signs erected pursuant to this provision shall conform to the nature and character of the Protected Property.

8. Water Resources. The right to continue to operate, maintain and replace existing ground water wells necessary to support the permitted agricultural uses on the Protected Property. Subject to consultation with and written approval by Grantee, Grantor may install, operate, and maintain additional ground water wells necessary to service the existing and/or the new agricultural structures. The operation, maintenance, replacement, and installation of all wells shall be subject to legally required permits and regulations. Notwithstanding the right to construct and operate these ground water wells, there shall be no activities conducted on the Protected Property that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation and total withdrawals from all wells shall in no event exceed 1.5 MGD on both the Protected Property under this Conservation Easement and on the Protected Property located on land owned by Hitchcocks Ranch, LLC that is also subject to a Conservation Easement held by Alachua County. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Protected Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Protected Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Protected Property. Notwithstanding anything contained herein to the contrary, installation of wells on the Protected Property for the sale or use of water beyond the boundaries of the contiguous properties owned by the Grantor or its successors on the Protected Property are strictly prohibited.

9. Pesticides (Biocides, Herbicides, Fungicides) and Fertilizers. There shall be no storage of, or application of, pesticides (including, but not limited to, biocides, fungicides, and herbicides) and fertilizers on areas of the Protected Property subject to this easement, except under the following conditions: (i) these products may be stored and used in limited quantities on the Protected Property in strict conformance with the manufacturer's instructions and label requirements to further the Purpose of this Easement; (ii) Herbicides may be used in a reasonable manner for conservation purposes with Grantee's prior written consent to control and eradicate Nuisance Exotic Plant Species as defined in Paragraph 11 below, or for the restoration of natural communities as permitted by the terms of this Conservation Easement; (iii) Pesticides may be used in a reasonable manner in relation to permitted agriculture uses and shall be applied in accordance with the product label and according to agricultural best management practices recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time; and (iv) Fertilizer may be used in a reasonable

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manner in relation to permitted agriculture uses and shall be applied according to agricultural best management practices recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time. Fertilization must be done in a manner and at rates that provides reasonable assurance that nitrogen and phosphorous levels will not be increased in any surface water body or aquifer.

10. Habitat Restoration. The right to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Protected Property. Grantor retains the right to conduct controlled or prescribed burning on the Protected Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning. All habitat restoration must be conducted in accordance with the Conservation Easement Stewardship Plan and in compliance with the Florida Forest Service's "Best Management Practices for Silviculture" (DACS-P-01284, 2008 as may be amended) and the Florida Wildlife Best Management Practices for Silviculture (FDACS-01869 Rev. 8/4/14 - as may be amended).

11. Removal of Vegetation and Introduction of Exotic Plants. There shall be no removal, destruction, cutting, trimming, or mowing of any vegetation or harvesting or removal of timber except as follows: (i) to maintain the approved cattle grazing zones shown on Exhibit C and as described in the Baseline Documentation Report, (ii) to carry out the approved silviculture and timber harvest management plan included in the Conservation Easement Stewardship Plan and in compliance with the Florida Forest Service's "Best Management Practices for Silviculture" (DACS-P-01284, 2008 as may be amended) and Florida Wildlife Best Management Practices for Silviculture (FDACS-01869 Rev. 8/4/14), (iii) to exercise Grantor's reserved rights identified in this easement, (iv) to remove trees or vegetation that are diseased, rotten, damaged, or fallen, or that are a safety or health hazard, (v) as is necessary to maintain existing roads and trails depicted in the Baseline Documentation Report, or (vi) to control and/or eradicate non-native invasive plants, native invasive plants, or nuisance-exotic plants.

Grantor shall not, nor allow others to, introduce, plant or grow plants: 1) listed by the Florida Exotic Pest Plant Council (FLEPPC) as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities), 2) listed in Federal Noxious Weed List (7 C.F.R. 360, as may be amended), 3) listed in the Prohibited Aquatic Plant List (62C-52, F.A.C., as may be amended), 4) listed in the State of Florida Noxious Weed List (5B-57, F.A.C., as may be amended), 5) listed in an amended or successor list to any of the above lists, and 6) a similar list contained in the Conservation Easement Stewardship Plan. The lists 1 through 6 above shall collectively be considered "Nuisance Exotic Plant Species." Grantor shall to the degree practical, as outlined in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Plant Species. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the control and eradication of Nuisance Exotic Plant Species on the Protected Property, together with the right of ingress and

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egress to the Protected Property for the purpose of exercising such right. Under no circumstances, shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of Grantee.

12. Recreational Use of the Protected Property, Hunting, and Fishing. The right to observe, maintain and photograph the Protected Property and use the Protected Property for non-commercial hiking, bicycle riding, horseback riding, hunting and fishing is expressly reserved, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Protected Property or Grantee's rights, as stated in this easement and are not inconsistent with the Purpose of this Conservation Easement. Grantor hereby reserves the right to hunt game on the Protected Property but only in compliance with Florida law and may lead guided commercial hunts on the Protected Property. Grantor may hunt or trap (or hire third parties to hunt or trap) feral hogs anywhere on the Protected Property or any other exotic, non-native animal.

13. Mortgage. The right to mortgage the Protected Property, provided that the Mortgagee's lien against the Protected Property shall be subordinate to the Grantees' interest in this Conservation Easement and so long as the Mortgagee records in the Official Records of Alachua County a "Subordination Agreement" affirming that the mortgage is subordinate to the Grantee's interest this Conservation Easement. This condition shall be binding in perpetuity on Grantor's personal representatives, heirs, successors in interest by merger or acquisition, assigns, and future owners of the Property described in Exhibit B.

SECTION VI- NOTICE AND APPROVAL

If Grantee's approval or notice to Grantee is required by any of the provisions of this Easement, Grantor shall notify Grantee in writing (which may be by e-mail) not less than forty-five (45) working days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. This paragraph shall not be construed to apply to licenses or permits issued by Grantee in their regulatory capacity.

Where Grantee's approval is required by the terms of this Easement, Grantee shall grant or withhold its approval in writing within forty-five (45) working days of receipt of Grantor's written request therefor or within 30 working days after Grantee's next regularly scheduled public meeting at which the item is duly noticed and acted upon, whichever is later. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

Where an agent has been retained by Grantee to monitor compliance with the terms and conditions of this Easement (herein, "the Easement Monitor"), then notification shall be made to

the Easement Monitor, and the Easement Monitor's approval of the proposed activity shall be and constitute Grantee's approval.

SECTION VII – GRANTEE'S REMEDIES

1. Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Protected Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of scenic, aesthetic, economic or Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

2. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

3. Waiver of Certain Defenses. Grantor hereby waives any defense of estoppel, adverse possession, or prescription.

4. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

5. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any Protected Property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties.

This indemnification shall not be construed as a waiver of Alachua County's sovereign immunity and shall be interpreted as limited to only such traditional liabilities for which the County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against Alachua County must comply with the procedures found in section 768.28, Florida Statutes, and Article VII, section 10 of the Florida Constitution. The value of this indemnification is limited to the limitations of section 768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the Grantor against Alachua County to only those losses, costs and damages caused by the County's negligence, and specifically does not include any attorney's fees or costs associated therewith.

SECTION VIII – NO PUBLIC ACCESS

The granting of this Easement does not convey to the public the right to enter the Protected Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this prohibition.

SECTION IX – CONSERVATION EASEMENT STEWARDSHIP PLAN

1. Conservation Easement Stewardship Plan. A Conservation Easement Stewardship Plan, that describes the stewardship goals, objectives, strategies, and management responsibilities for the Protected Property shall be developed and mutually agreed upon by the parties prior to execution and delivery of this Conservation Easement Deed. The Conservation Easement Stewardship Plan shall reflect the Purpose and covenants of this Conservation Easement and nothing in the Conservation Easement Stewardship Plan shall conflict with the Purpose or any covenant of this Conservation Easement. The Conservation Easement Stewardship Plan shall include but not be

limited to addressing cattle grazing plans and methods as well as silviculture and timber harvest management plans and practices. The Conservation Easement Stewardship Plan shall be made part of and included in the Baseline Documentation Report. Grantor and Grantee shall meet on or before the anniversary of the date of the execution of this Conservation Easement each year to review the previous twelve (12) months of activity covered in the Stewardship Plan as well as activities scheduled for the upcoming twelve (12) months. The Conservation Easement Stewardship Plan and future revisions thereto shall describe the desired future condition of the Protected Property and shall describe management actions to be undertaken during the succeeding ten (10) year period.

2. Amendments to Conservation Easement Stewardship Plan. The Conservation Easement Stewardship Plan shall be amended, if necessary, by Grantor, every ten years, provided however, all amendments shall be submitted to and approved in writing by Grantee prior to implementation. Grantee shall have forty-five (45) days from the date of receipt to review any proposed amendment to the Conservation Easement Stewardship Plan and submit revisions to Grantor. Grantor shall incorporate those revisions, or otherwise correct the Conservation Easement Stewardship Plan to the extent necessary to ensure that it fully and accurately reflects the provisions of this Conservation Easement. Should Grantee not respond to the submitted Conservation Easement Stewardship Plan within the forty-five (45) days, its consent shall be implied, provided however, no consent shall be implied as to any activity on the Protected Property that is inconsistent with the Purpose of this Conservation Easement. Should the parties fail to agree on a revised Stewardship Plan, the then existing plan shall continue in effect.

SECTION X – MISCELLANEOUS

1. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Protected Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

2. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred because of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

3. Extinguishment. If circumstances arise in the future such as to render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after

the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with paragraph 4 below. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement.

4. Proceeds. This Conservation Easement constitutes a real property interest immediately vested in Grantee, which for the purposes of Section X, Paragraph 3 (above), the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by this Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Conservation Easement at the time of this grant to the value of the Property, without deduction for the value of the Conservation Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

5. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

6. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is authorized to acquire and hold conservation easements under §704.06, Florida Statutes, (or any successor provision then applicable) or Title 26 §1.170A-14(c) of the Internal Revenue Code. As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out in perpetuity.

7. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Easement or limit its enforceability in any way.

8. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other.

Grantor: Alan Hitchcock or Jake Hitchcock
Hitchcock & Sons, Inc.
29220 NW 122nd Street
Alachua, FL 32615
Phone: (352) 538-1814 or (352) 317-0276
Email: ahitchcock@hitchcocks.com; jakehitchcock12@gmail.com

Grantee: Alachua County Board of County Commissioners
c/o Director, Office of Land Conservation & Management
408 W. University Ave.
Gainesville, FL 32601
Phone: (352) 665-0090
Email: chouder@alachuacounty.us

9. Recordation. Grantee shall record this instrument in timely fashion in the official records of Alachua County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

10. Non-Homestead Certification. Grantor hereby certifies that if a Grantor who is married signs this Easement without the joinder of his or her spouse, the Protected Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Protected Property contiguous to the homestead or primary physical residence of Grantor.

11. Amendments. The terms and provisions of this Easement may be amended by the mutual consent of the parties hereto. No amendment shall be allowed that will affect the qualification of this Easement or the status of the Grantee under any applicable laws, including §704.06, Florida Statutes, as amended. Any amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration. No amendment shall be effective until executed with the formality of a deed and recorded in the public records.

12. Controlling Law. The laws of the State of Florida and the County of Alachua shall govern the interpretation and performance of this Easement.

13. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

14. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

15. Subordination. At the time of conveyance of this Easement, the Protected Property is not subject to a mortgage. However, in the event Grantor seeks to permit a mortgage interest to attach to the Protected Property, the Grantor must ensure that any holder of a mortgage interest in the Protected Property agrees (described in Exhibit B) by separate instrument, which will be recorded immediately, to subordinate its rights in the Protected Property to this Conservation Easement to the extent necessary to allow the Grantee to enforce the Purpose of the Conservation Easement in

DS
CA Seller's Initials
Mt
County's Initials

perpetuity and to prevent any modification or extinguishment of this Conservation Easement by the exercise of any rights of the mortgage holder. The priority of the any future mortgage with respect to any valid claim on the part of the existing mortgage holder to the proceeds of any sale, condemnation proceedings, or insurance or to leases, rents, and profits of the Protected Property shall not be affected thereby, and any lien that may be created by the Grantee's exercise of any of its rights under this Conservation Easement shall be junior to any future mortgage. Upon request, Grantee may agree to subordinate its rights under this Conservation Easement to the rights of any future mortgage holders or beneficiaries of deeds of trust to the proceeds, leases, rents, and profits described above and likewise to subordinate its rights under any lien and to execute any documentation required with respect to such subordination, except that the priority of any lien created by Grantee's exercise of any of its rights under this Conservation Easement prior to the creation of a mortgage or deed of trust shall not be affected thereby, nor shall this Conservation Easement be subordinated in any other respect.

17. Joint Obligation. The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

18. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property.

19. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

20. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

21. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

[The remainder of this page left intentionally blank.]

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County's Initials

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

Witnesses:

Signature of first witness

Grantor, on behalf of Hitchcock & Sons, Inc.

Printed name of first witness

Signature of second witness

Printed name of second witness

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared by physical presence _____, who is personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2021.

Signed

Printed
NOTARY PUBLIC
My Commission Expires:

**GRANTEE: ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Chair, Ken Cornell

Approved as To Form

Alachua County Attorney's Office

Attest:

J.K. "Jess" Irby, Esq.
Alachua County Clerk

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 County's Initials



EXHIBIT "B" TO CONSERVATION EASEMENT DEED

Metes and Bounds Legal Description of the Hitchcock & Sons, Inc. Conservation Easement Area (The "Protected Property")

(To be inserted here after final survey completed and prior to closing)


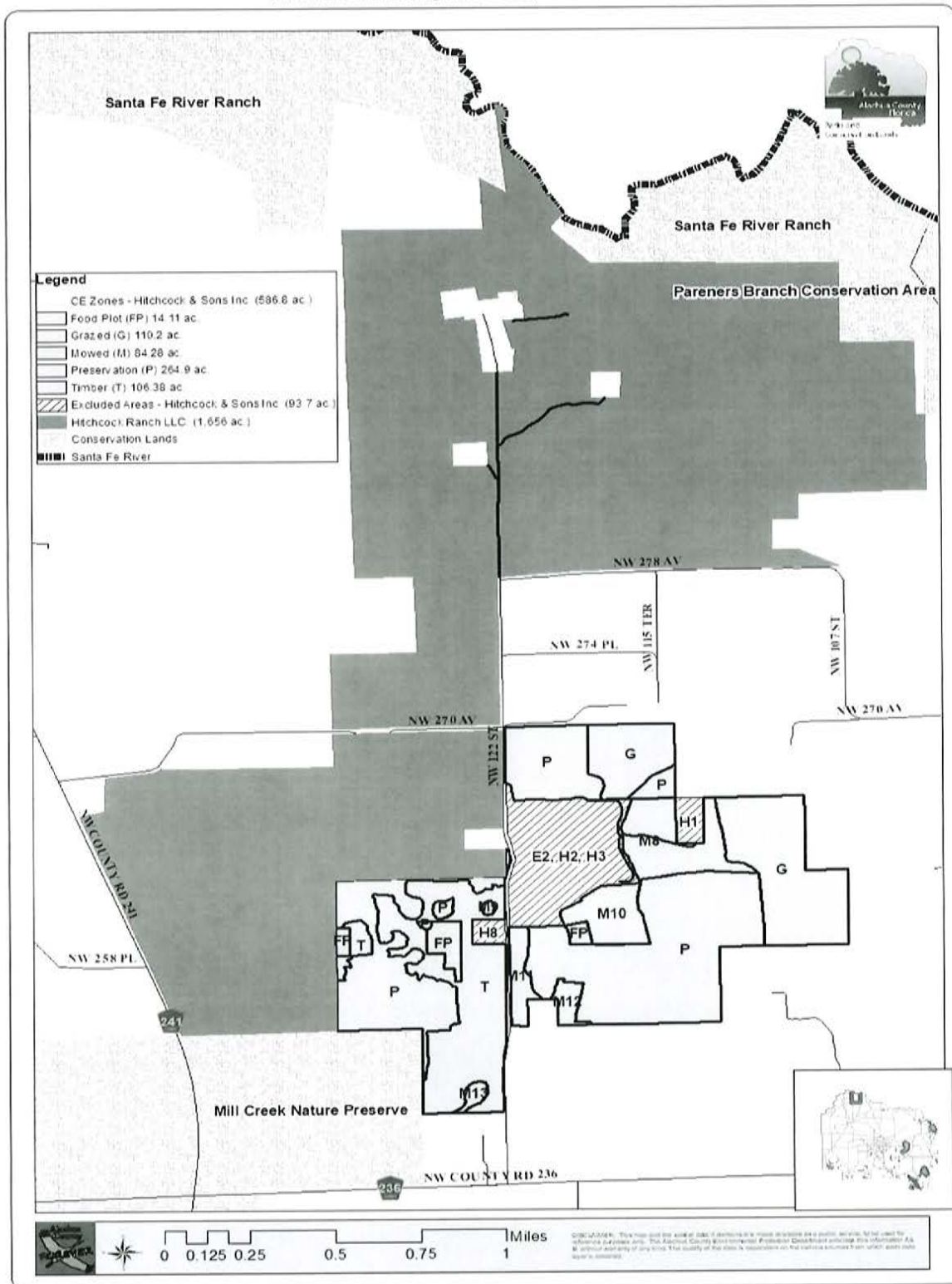
 Seller's Initials
 County's Initials

EXHIBIT "C" TO CONSERVATION EASEMENT DEED

Boundary Map of the "Hitchcock and Sons, Inc. Conservation Easement" Area
its Internal Land Management Zones, and Excluded Areas



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MC County's Initials

EXHIBIT "C" TO OPTION CONTRACT

Notice of Exercise of Option Delivered via email

Date _____

TO: Robert A. Hitchcock
29220 NW 122nd Street
Alachua, FL 32615
ahitchcock@hitchcocks.com
(352) 338-1814

ATTN CC: Dean Saunders, ALC, CCIM
Saunders, Ralston, Dantzler
1723 Bartow Road
Lakeland, FL 33801
dean@saundersrealestate.com
(863) 648-1528

RE: Option Contract to Purchase Conservation Easement between Alachua County and Hitchcock & Sons, Inc.

NOTICE OF EXERCISE OF OPTION

Pursuant to the terms of the OPTION CONTRACT BETWEEN ALACHUA COUNTY AND HITCHCOCK & SONS, INC. dated _____, (the "Option Contract"), the undersigned, Alachua County, a charter county and political subdivision of the state of Florida, by and through its Board of County Commissioners, whose mailing address is 12 SE 1st Street, 2nd Floor, Gainesville, Florida 32601 (the "County"), hereby provides Seller with NOTICE OF EXERCISE OF OPTION ("Notice") pursuant to Paragraph 3.b. "Option Terms, Exercising the Option" and Paragraph 30 "Notices," that the County hereby exercises its option to purchase Seller's property in accordance with the terms and conditions of the Option Contract. Nothing herein shall be deemed to waive or release any rights of the County under the Option Contract, including but not limited to the County's rights to inspect the property during the Inspection Period or terminate the Option Contract for any of the reasons enumerated in the Option Contract, nor shall anything herein be deemed to waive or release any duties, obligations, representations, warranties or covenants of Seller under the Option Contract.

You are further notified that Alachua County is ready, willing, and able to perform and will follow all of the terms, covenants, and conditions of the Option Contract.

Pursuant to the Option Contract, Paragraph 6 "Inspections," Alachua County's Inspection Period commences upon the delivery of this Notice.

[SIGNATURES ON NEXT PAGE]

 Seller's Initials
County's Initials

This Notice of Exercise of Option is hereby executed this ____ day of _____, 2021.

Signed, Sealed and Delivered
In the presence of:

ALACHUA COUNTY
A political subdivision of the state of Florida

By: _____
_____, Chair
Board of County Commissioners

ATTEST

J.K. "Jess" Irby, Esq.
Clerk of the Circuit Court

 Seller's Initials
County's Initials

EXHIBIT "D" TO OPTION CONTRACT
Beneficial Interest and Disclosure Affidavit Form

This instrument prepared by:
David E. Menet, Esq.
Salter Feiber, P.A.
3940 NW 16th Blvd., Bldg. B
Gainesville, Florida 32605
352-376-8201
File No.: *

AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF FLORIDA
COUNTY OF ALACHUA

Before me, the undersigned authority, personally appeared Robert A. Hitchcock who was sworn and makes the following statements:

1. Affiant has personal knowledge of the facts contained herein.

2. Affiant makes this affidavit concerning the following described property (the "**Property**") located in Alachua County, Florida which is being sold and conveyed to ALACHUA COUNTY, FLORIDA, a political subdivision of the state of Florida:

See **Exhibit "A"** attached hereto.

3. The Property is owned by Hitchcock & Sons, Inc. (the "**Owner**"). Affiant is an Authorized Person of Hitchcock & Sons, Inc.

4. I make this affidavit pursuant to the entity disclosure requirements listed in §286.23, Florida Statutes concerning real property being conveyed to a public agency.

5. The following are the names and addresses of all parties having any beneficial interest in the Owner:

- a. ROBERT J. HITCHCOCK, whose address is 29220 N.W. 122ND ST. ALACHUA, FL. 32615
b. _____, whose address is _____.

RA Seller's Initials
ML County's Initials

c. _____, whose address is _____
d. _____, whose address is _____
e. _____, whose address is _____
f. _____, whose address is _____

Further Affiant Sayeth Naught.

DATED: 8-18-21

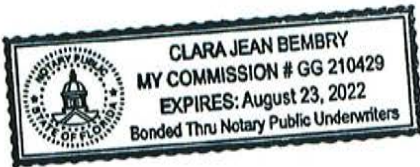
Robert A. Hitchcock

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me on
AUGUST 18, 2021, by ROBERT A. HITCHCOCK
who is personally known to me or who has produced _____ as
identification.

Sign: Clara Jean Bembry

Print: CLARA JEAN BEMBRY

{SEAL}



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MT County's Initials

EXHIBIT "E" TO OPTION CONTRACT
Permitted Exceptions

1. Grantor's ownership interest in the Property subject to the terms and conditions of a Conservation Easement held by Alachua County, Florida.

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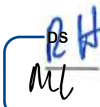
EXHIBIT "F" TO OPTION CONTRACT
Form of Receipt of Option Payment

Receipt of Option Payment

SALTER FEIBER, P.A. hereby acknowledges receipt of the Option Payment from Alachua County, Florida in the amount of One Thousand Dollars (\$ 1,000.00).

Dated this ____ day of _____, 20____.

Print name. _____

 Seller's Initials
____ County's Initials

Certificate Of Completion

Envelope Id: 1D67724A338149DCAD39BC307800F2D4

Status: Completed

Subject: Please DocuSign: Exhibit 1 - Option Contract & Conservation Easement - Hitchcock & Sons Inc.pdf...

Source Envelope:

Document Pages: 107

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Jaye Athy

AutoNav: Enabled

jathy@alachuacounty.us

Envelopeld Stamping: Enabled

IP Address: 104.225.179.183

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Jaye Athy

Location: DocuSign

8/23/2021 11:03:18 AM

jathy@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: DocuSign

Signer Events**Signature****Timestamp**

David Forziano

dforziano@alachuacounty.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Viewed: 8/27/2021 9:00:21 AM

Signed: 8/27/2021 9:29:48 AM

Signature Adoption: Pre-selected Style

Using IP Address: 149.19.43.13

Electronic Record and Signature Disclosure:

Accepted: 9/2/2020 2:02:38 PM

ID: 64124040-3dd9-4e93-9b56-757b83b044a0

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/23/2021 11:22:28 AM

Certified Delivered

Security Checked

8/27/2021 9:00:21 AM

Signing Complete

Security Checked

8/27/2021 9:29:48 AM

Completed

Security Checked

8/27/2021 9:29:48 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.

Certificate Of Completion

Envelope Id: 17A157A1106C4229929D9650858A5977

Status: Completed

Subject: Hickcock-Option contracts to purchase real estate (2)

Source Envelope:

Document Pages: 111

Signatures: 3

Envelope Originator:

Certificate Pages: 4

Initials: 121

Jaye Athy

AutoNav: Enabled

jathy@alachuacounty.us

Envelopeld Stamping: Enabled

IP Address: 163.120.80.11

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Jaye Athy

Location: DocuSign

8/31/2021 10:53:57 AM

jathy@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: DocuSign

Signer Events**Signature****Timestamp**

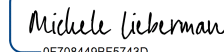
Michele Lieberman

cmsignature@alachuacounty.us

County Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Sent: 8/31/2021 12:06:30 PM

Viewed: 9/2/2021 11:31:07 AM

Signed: 9/2/2021 11:46:10 AM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/31/2021 12:06:30 PM

Certified Delivered

Security Checked

9/2/2021 11:31:07 AM

Signing Complete

Security Checked

9/2/2021 11:46:10 AM

Completed

Security Checked

9/2/2021 11:46:10 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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All notices and disclosures will be sent to you electronically

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To advise Alachua County of your new email address

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If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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