

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

INVITATION TO BID

No. 17/18-009EO

**PHASE 1 ENVIRONMENTAL SITE ASSESSMENT FOR
ROCK BLUFF SPRINGS, LLC TRACT
172.30 ACRES ±, IN GILCHRIST COUNTY**

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Suwannee River Water Management District
9225 CR 49
Live Oak, FL 32060
386.362.1001
386.362.1056 (Fax)
800.226.1066 (Florida only)
www.mysuwanneeriver.com

SECTION 1 – INTRODUCTION

The Suwannee River Water Management District (SRWMD) has received an Option Contract to purchase the Rock Bluff Springs Tract, approximately 172.30 acres ± located in Section 9, Township 8 South, Range 14 East, Gilchrist County, Florida as shown on the attached map **Schedule A**, from Rock Bluff Springs, LLC. SRWMD is requesting bids for a Phase I Environmental Site Assessment (assessment) for the proposed land acquisition as part of due diligence prior to closing. A copy of the executed Option Contract is attached as **Schedule B**.

The assessment shall collect and analyze sufficient factors to either support a real property transfer or provide a solid basis for further Phase II investigation. A report shall present the Phase I Assessment findings and list all potential source areas, suspect contaminants and impacts to the environment.

ACREAGE:

172.30 acres +/-

SECTION 2 - PROPOSED SCHEDULE

December 1, 2017	Release of Invitation to Bid
December 6, 2017	Bids due prior to 3:00 p.m. at District Headquarters. Opening will occur at this time.*
December 6, 2017	Contract award and notice to proceed.
December 21, 2017	All field work completed and report delivered to District

* Denotes a public meeting. All meetings will be held at District Headquarters located at the corner of U.S. 90 and C.R. 49 in Live Oak, Florida. All times denote local time.

SECTION 3 - INSTRUCTION TO BIDDERS

1. Delivery of Bids: Bidders, also referred to as respondents, are required to complete and submit one (1) original and one (1) copy of the Bid Response Form included in Section 6. Bid forms shall be sent in one envelope to:

Keith Rowell, Surveyor/Mapper
 Suwannee River Water Management District
 9225 County Road 49
 Live Oak, Florida 32060 Phone: 386.362.1001

2. All Bid forms shall be submitted in sealed envelopes with the following clearly marked in large, bold and/or colored lettering:

No. 17/18-009EO
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT FOR
ROCK BLUFF SPRINGS, LLC TRACT
172.30 ACRES ±, IN GILCHRIST COUNTY
Bid Opening December 6, 2017
3:00 p.m.

Bids delivered in an envelope not properly marked with the ITB number and opening date and time that are inadvertently opened by District personnel will not be considered. The Bids shall be hand-delivered or mailed, preferably by registered mail.

3. **Bids are due at the above address by 3:00 p.m. on December 6, 2017.** Bids received after this time, for any reason, will be rejected.
4. Bids must be hard copy only. E-mail or fax transmittals will not be accepted.

5. Additional Information: Additional Bid packages may be obtained by contacting Keith Rowell, Surveyor/Mapper.
6. In accordance with sub section 287.057(1)(a)4, Florida Statutes, the contract shall be awarded to the responsible and responsive vendor who submits the lowest responsive bid. The District will evaluate vendors' prior performance on SRWMD assignments, if any, as a factor in determining whether a vendor is responsible.

SECTION 4 – KEY POINTS

Challenge of Solicitation Process: If a potential respondent protests any provisions of this ITB, a notice of intent to protest shall be filed with the District in writing within 72 hours after the posting of the ITB on the District's website and the respondent shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code, and Section 120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes (2011).

Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. More specifically, **“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120 of Florida Statutes.”**

Challenge of District's Intent to Award Contract: If a respondent intends to protest District's intent to award contract, the notice of intent to protest must be filed in writing within 72 hours after posting of a notice of intent to award contract and the respondent shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code, and Section 120.57(3), Florida Statutes shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes (2011).

Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. More specifically, **“Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes shall constitute a waiver of proceedings under Chapter 120 of Florida Statutes.”**

Americans with Disabilities Act: The District does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District at 386.362.1001 or 800.226.1066 (Florida only). The District's fax number is 386.362.1056.

Minority Business Enterprises: The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, or sex. The District encourages participation by minority business enterprises. Whenever two or more service providers are ranked equally, a minority business enterprise shall be given preference in the award process.

Veteran's Preference: In the absence of minority business enterprise, whenever two or more service providers are ranked equally, a veteran-owned business enterprise shall be given preference in the award process.

Drug Free Workplace Act: The selected respondent shall represent that it has established a drug free workplace.

Public Entity Crime: Section 287.133(2)(a), Florida Statutes, states "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

Insurance Requirements: If awarded, the Contractor shall provide insurance as follows:

(a) Contractor will purchase and maintain all insurance necessary to protect it from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from Contractor's operations under this Contract, whether those operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

(b) This insurance shall be written for not less than any limits of liability specified in this Contract or required by law, whichever is greater, and shall include contractual liability insurance. The limits of liability for insurance shall be as follows:

(i) For workers' compensation insurance, the limits shall be as required by law;

(ii) For motor vehicular liability insurance, the limits shall be for not less than \$500,000 combined single limit;

(iii) For general liability insurance, the limits shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

(c) Before starting the work, Contractor will file with the District certificate(s) of insurance, acceptable to the District, providing evidence that Contractor has in full force and effect the insurance required herein with insurers authorized to do business in the State of Florida. These certificate(s) shall contain provision(s) that provide, without limitation, the following:

(i) Name the District as a named or additional insured without waiving any defense of sovereign immunity or increasing the limits of District's liability in excess of the statutory cap provided under Section 768.28, Florida Statutes.

(ii) The coverage afforded under the policies will not be cancelled or materially changed until at least 30 days prior written notice has been given to the District.

Rejection of Responses: The District reserves the right to reject any and all proposals or other proposals submitted in response to District invitation. District also reserves the right to waive any minor deviations in an otherwise valid proposal.

SECTION 5 - SCOPE OF WORK

The purpose of this project is to conduct a Phase 1 environmental assessment by qualified environmental professionals addressing EPA 40 CFR Part 312, DEP and other appropriate regulatory agency standards.

The Phase 1 environmental assessment must be performed by a licensed State of Florida professional engineer, professional geologist or other qualified environmental professional (as defined in EPA 40 CFR Part 312).

The assessment is to be based on ASTM Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process (E1527-013) and Phase II ESA process E-1903-97 as well as the following requirements:

1. Review the 50-year Chain-of-Title documents (District will supply the 50-year environmental deed search for this purpose), including deeds, easements, restrictions and leases, for potential on-site contamination, clean up liens or regulatory enforcement actions against the property.
2. Personal interviews with current owner and current tenants as well as prior owners and tenants and their employees and neighboring landowners.
3. Provide a history of the previous owners and/or operators of the land and the uses of the property and surrounding area (focusing on the potential environmental impacts) from the present back to the property's first developed use or back to 1940, whichever is earlier.
4. Review of current and historical aerial photographs of the property for an evaluation of prior uses to its first developed use or back to 1940, and discuss the use and surrounding uses. Review of United States Geological Survey periodicals and topographic maps for soil types; ground water characteristics and general topography of the property.
5. An inspection of the area in and around all structures (existing and past use), specifically addressing any evidence of underground storage tanks (past & present).
6. Review of relevant regulatory databases and listing of potential sources of contamination.
7. Identify and provide a figure and GPS coordinates of any Recognized Environmental Conditions (REC) as defined by the ASTM standard. Document the contents, capacity, and storage conditions of any storage tanks/drums/containers, when available.
8. Identify any on-site aboveground and underground storage tanks on the property and adjoining the property. Determine the size, capacity, construction, material stored and containment facilities.
9. Identify past and present waste disposal practices of hazardous and petroleum products.
10. Risk Assessment and Physical Conditions Analysis of residences, site improvements, agricultural and related structures.
 - a. Note potentials of structures to contain lead based paint, asbestos, radon or any other known hazardous materials or substances.
 - b. Inspections of structures for electrical, plumbing or construction deficiencies and/or unsafe conditions.
 - c. Inspection of well and septic systems.

11. Property Investigation Requirements:

- a. Full physical inspection of the entire property in a manner that assures uniform coverage so that all of the property is viewed by investigator. Areas that will require careful examination are sinkholes, ravines, rights-of-way, edges of the fields and watercourses.
- b. The investigator makes note of and examines any debris, mounds, stressed vegetation, unusual land coloration, odors, physical irregularities or similar features or deposits that may indicate evidence of dumping of farm, domestic or other debris.
- c. Any dump or contaminant sites located should be noted on a map, numbered and described briefly as to the degree of concern for contamination. Field analysis of soil and or water samples where there appears to be a presence of contaminants or hazardous materials. This should include hand augured samples and Organic Vapor Analysis (OVA) of suspicious areas.
- d. A determination of the probability or the presence of hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants.
- e. A recommendation for further investigation (e.g. sampling and analyses) will be included in the report if suspected source areas warrant such investigation.

Environmental Assessment Report:

The written report, submitted with one hard copy and two electronic copies (pdf on cd) must be signed, sealed and dated by a qualified licensed State of Florida professional engineer, professional geologist or licensed environmental professional.

Discuss all findings and conclusions focusing on areas of potential or suspected REC's. All findings, RECs and conclusions must be supported by, and referenced to the ESA. Conclusions should include the appropriate statements found in the current ASTM E-1527-013 standard.

Provide the credentials of the environmental professional performing the site assessment. The environmental professional must have qualifications as specified in EPA's All Appropriate Inquiry rule.

A recommendation for additional investigation (Phase 2 Assessment) must be accompanied by a cost estimate. At any stage of the assessment where potential contamination is discovered, notification should be provided to the contracting party. Specific authorization must be obtained before proceeding with any services beyond those provided for in this scope of services.

SECTION 6 – Bid Response Form

No. 17/18-009EO
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ROCK BLUFF SPRINGS, LLC TRACT
172.30 ACRES ±, IN GILCHRIST COUNTY
Bid Opening December 6, 2017
3:00 p.m.

List three environmental assessment assignments similar in location and nature to this tract performed by you in the last two years.

- A. _____
- B. _____
- C. _____

Provide three business references with contact information.

- 1. _____
- 2. _____
- 3. _____

Certification of Drug Free Workplace Plan: YES _____ No _____

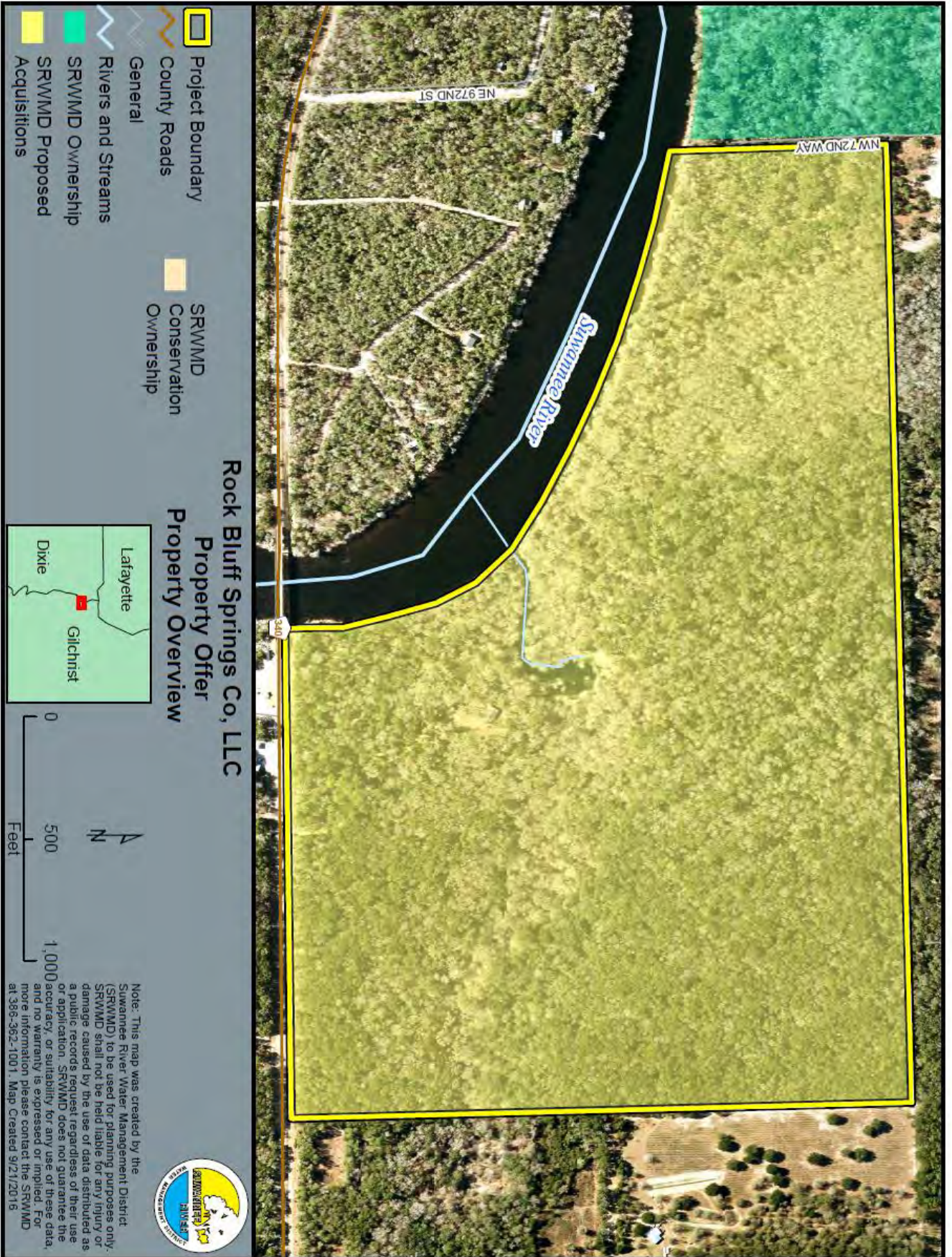
Attach Proof of Insurance.

Environmental Firm's response to the Projects:

- A. My not-to-exceed fee is: \$ _____
- B. Name of Company: _____
Address: _____
Company Representative Name: _____
Phone: _____
Signature: _____
- C. Date: _____

Bids for this project are to be submitted by 3:00 p.m., December 6, 2017, by letter in a sealed envelope clearly marked with the bid date and number. Email bids will not be accepted. The District reserves the right to reject any and all bids.

Schedule A



SCHEDULE B

OPTION CONTRACT

(DISTRICT Purchasing Real Property from a Private Entity)

THIS OPTION (as defined below) is made and granted by the OPTIONOR (as defined below) to the DISTRICT (as defined below) as follows:

1. **DEFINITIONS.** Unless the context clearly requires otherwise, the following capitalized terms shall have the following meanings herein:

OPTIONOR shall mean: ROCK BLUFF SPRINGS CO., LLC, a Florida limited liability company
P.O. Box 1829
Lake City, Florida 32055

OPTION PRICE shall mean: \$100.00

OPTION PERIOD shall mean the term of the OPTION which shall be from the EFFECTIVE DATE until the earlier of (a) the date and time the OPTION is exercised or (b) noon on the 60th calendar day after the EFFECTIVE DATE.

PURCHASE PRICE shall mean: \$2,945,500.00

PURCHASE PRICE PER ACRE shall mean: \$17,095.18

BINDER shall mean the funds to be posted by the DISTRICT should the DISTRICT choose to exercise this OPTION. The BINDER shall be equal to \$1,000 or 0.1% of the PURCHASE PRICE, whichever amount is greater.

CLOSING AGENT shall mean the law firm of Davis, Schnitker, Reeves & Browning P.A., a Florida professional corporation, with offices at 519 West Base Street, Madison, Florida 32340, (Mailing Address: Post Office Drawer 652, Madison, Florida 32341); Phone: (850) 973-4186, or such other person or entity as may be designated by the DISTRICT.

CLOSING DATE shall mean the date the closing of this transaction shall occur.

DISTRICT shall mean the Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes, with offices at 9225 CR 49, Live Oak, Florida 32060, (Mailing Address: Same as Physical Address); Phone: (386) 362-1001.

EFFECTIVE DATE shall mean the date the OPTION is fully executed by the OPTIONOR.

SCHEDULE B

ENVIRONMENTAL AUDIT shall mean a Phase I environmental site assessment of the PROPERTY.

OPTION shall mean this "Option Contract".

PROPERTY shall mean that certain parcel of real property as shown or described on the attached Exhibit "A".

SURVEY shall mean a survey of the PROPERTY made by a Florida licensed surveyor who shall be selected by the DISTRICT. The SURVEY shall (a) be certified to the DISTRICT, the OPTIONOR, the CLOSING AGENT, and the title insurance company issuing the TITLE COMMITMENT, (b) meet the requirements of Chapter 472, Florida Statutes, (c) delineate the coastal construction control line as defined in Section 161.053, Florida Statutes, (the "CCCL") on the PROPERTY or affirmatively show that no part of the PROPERTY is located either partially or totally seaward of the CCCL, (d) provide a "meets and bounds" legal description or descriptions of the PROPERTY, and (e) show the SURVEYED ACRES.

SURVEYED ACRES shall mean the actual number of acres of the PROPERTY, excluding public road rights of way, railroad rights of way, cemeteries, and any lands waterward of the ordinary high water mark or mean high water mark of any lake, river, stream or navigable waters covering the PROPERTY, if any.

TITLE COMMITMENT shall mean a commitment to issue a title insurance policy for the PROPERTY, purchased from the CLOSING AGENT as agent for a Florida licensed title insurance company.

2. GRANT OF OPTION. For and in consideration of the OPTION PRICE, the time and money to be expended by the DISTRICT in evaluating this OPTION and preparing this OPTION for presentation to the DISTRICT's Governing Board, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the OPTIONOR hereby grants to the DISTRICT the exclusive right and option to purchase, on the following terms and conditions, the PROPERTY.
3. EXERCISE OF THE OPTION. The OPTION may be exercised only by majority vote of the DISTRICT's Governing Board and by delivering written notice thereof to the OPTIONOR during the OPTION PERIOD. Such written notice may be delivered in person or sent by certified U.S. mail, return receipt requested, by a recognized overnight carrier (i.e., Federal Express or UPS), by facsimile or email transmission, to the OPTIONOR at the OPTIONOR's address set forth in the "Definitions" section of the OPTION. Such written notice be deemed delivered when sent as set out above or if delivered in person upon receipt.
4. TERMS AND CONDITIONS OF PURCHASE. Should the OPTION be exercised, the terms and conditions of the purchase and sale of the PROPERTY shall be as follows:

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- 4.1 *BINDER*: No later than ten (10) days after the OPTION is exercised, the DISTRICT shall post the BINDER with the CLOSING AGENT. The CLOSING AGENT shall hold the BINDER in its non-interest bearing trust account. At closing, the BINDER shall be paid to the OPTIONOR and credited to the PURCHASE PRICE.
- 4.2 *PURCHASE PRICE*: The PURCHASE PRICE shall be paid by the DISTRICT, in cash at closing. If the DISTRICT has a SURVEY prepared, then the PURCHASE PRICE shall be adjusted to be equal to the SURVEYED ACRES multiplied by the PURCHASE PRICE PER ACRE. The OPTION PRICE shall be credited to the PURCHASE PRICE, at closing.
- 4.3 *Expenses*: The expenses of closing this transaction shall be paid, at closing, as follows:
- 4.3.1 OPTIONOR shall pay for:
- Documentary stamp tax on the deed of conveyance
 - Owner's title insurance policy (including the TITLE COMMITMENT, search, examination and related charges)
 - OPTIONOR's attorneys fees
- 4.3.2 DISTRICT shall pay for:
- Charges to record the deed of conveyance
 - Costs of the ENVIRONMENTAL AUDIT, if any
 - Costs of the SURVEY, if any,
 - DISTRICT's attorneys fees
- 4.4 *Ad Valorem Taxes and Assessments on the PROPERTY.:*
- 4.4.1 For the year of closing, the OPTIONOR shall be responsible for and pay at closing all ad valorem taxes and assessments on the PROPERTY for that portion of the year of closing prior to the transfer of title, so as to discharge the lien of such ad valorem taxes and assessments. If allowed, the OPTIONOR shall pay such ad valorem taxes and assessments as provided in Section 196.295, Florida Statutes and Rule 12D-13.016, Florida Administrative Code. Otherwise, such ad valorem taxes and assessments shall be prorated as of the CLOSING DATE.
- 4.4.2 For all years prior to the year of closing, the OPTIONOR shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the PROPERTY, so as to discharge the lien of such ad valorem taxes and assessments.

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- 4.5 *Closing:* The closing of this transaction shall be conducted at or through the offices of the CLOSING AGENT. The CLOSING DATE shall be a date mutually agreed upon between the parties no later than sixty (60) days after the OPTION is exercised.
- 4.6 *Conveyance:* At closing, the OPTIONOR shall convey title to the PROPERTY by statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to the PROPERTY in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those expressly allowed herein. The grantee on the deed of conveyance shall be the DISTRICT or any other person or entity as may be directed by the DISTRICT. Further, the DISTRICT may direct that, at closing, different portions of the PROPERTY be conveyed to different persons or entities, in which case several deeds of conveyance shall be used with the grantee for each being as named by the DISTRICT and such deeds of conveyance collectively shall be considered the "deed of conveyance" for the purposes of this OPTION. If a SURVEY is prepared, the deed of conveyance shall utilize the "meets and bounds" legal description(s) from the SURVEY.
- 4.7 *Closing Documents:* In addition to the deed of conveyance, the OPTIONOR shall execute and furnish at or prior to closing the following:
- 4.7.1 A Beneficial Interest and Disclosure Affidavit as required by Section 286.23, Florida Statutes. (Note: Section 286.23(1), Florida Statutes requires this document to be furnished to the DISTRICT, "at least 10 days prior to the time of closing.")
- 4.7.2 A copy of the disclosure statement the OPTIONOR is required to file with the State of Florida, Department of Environmental Regulation pursuant to Section 380.08(2), Florida Statutes, and evidence of such filing (Green Card Mail Receipt, filing stamp on copy of disclosure, etc.)
- 4.7.3 An Affidavit of Non-Foreign Status, Notice of Non Recognition, or Withholding Certificate, establishing that no foreign income tax is required to be withheld under the Foreign Investment and Real Property Tax Act of 1980 "FIRPTA". Any such documents supplied by the OPTIONOR must comply with the provisions of FIRPTA and any regulations or rules promulgated thereunder, and the DISTRICT must not have actual knowledge or have received notice that such document is false. If the OPTIONOR fails to deliver such document or the DISTRICT has actual knowledge or has received notice that such document is false, then the DISTRICT shall be entitled to withhold "10% of the amount realized" by the OPTIONOR (as defined in the FIRPTA regulations) and shall remit to the IRS at closing the amount so withheld along with the

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properly completed remittance form.

- 4.7.4 A standard closing affidavit attesting to, among other things: (a) the absence of any financing statements, claims of lien or potential lienors known to the OPTIONOR affecting the PROPERTY, (b) that there have been no improvements or repairs to the PROPERTY for which payment has not been made, and (c) that no one other than the OPTIONOR is in possession of or has a right to possession of the PROPERTY.
- 4.7.5 IRS Forms W-9 and/or 1099, if required.
- 4.7.6 Incumbency Certificate, Resolution and Affidavit, in form acceptable to the CLOSING AGENT, from the OPTIONOR if the OPTIONOR is other than a natural person.
- 4.7.7 Any other documents necessary to complete this transaction reasonably requested by the title insurance company or CLOSING AGENT, including without limitation all information required to be filed under the Tax Act of 1986.
- 4.8 *Title/Survey/Environmental Matters:*
 - 4.8.1 *TITLE COMMITMENT.* No later than five (5) days before the CLOSING DATE, the DISTRICT shall obtain the TITLE COMMITMENT and provide a copy of the same to the OPTIONOR.
 - 4.8.2 *SURVEY.* If the DISTRICT chooses to obtain the SURVEY, it shall obtain the SURVEY and provide a copy of the same to the OPTIONOR by no later than the deadline for the TITLE COMMITMENT.
 - 4.8.3 *ENVIRONMENTAL AUDIT.* If the DISTRICT chooses to obtain the ENVIRONMENTAL AUDIT, it shall obtain the ENVIRONMENTAL AUDIT and provide a copy of the same to the OPTIONOR by no later than the deadline for the TITLE COMMITMENT.
 - 4.8.4 *Objections to be considered Closing Defects.* If the DISTRICT objects to any matters shown on the TITLE COMMITMENT, the SURVEY or the ENVIRONMENTAL AUDIT, the DISTRICT shall give written notice of all such objections to the CLOSING AGENT prior to closing, and each matter to which a timely, written objection was made shall be deemed a "Closing Defect" and handled as set out below. The DISTRICT shall be deemed to have waived any objection to any matters shown on the TITLE COMMITMENT, the SURVEY (if obtained) and the ENVIRONMENTAL AUDIT (if obtained), for which no timely, written objection is made.

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- 4.8.5 *Handling of Closing Defects.* Upon receipt of any timely, written objection to any matters shown on the TITLE COMMITMENT, the SURVEY or the ENVIRONMENTAL AUDIT, the CLOSING AGENT shall not close the sale, and shall immediately copy the same to the OPTIONOR. Thereafter, the OPTIONOR shall have sixty (60) days after the date of such written notice to correct or remove the Closing Defects. In that event, the CLOSING DATE shall be extended seventy (70) days after the date of such notice. If the OPTIONOR is unable or unwilling to correct or remove all of the Closing Defects within the sixty (60) day time period, the DISTRICT may either: (a) accept the remaining Closing Defects and close this transaction according to the terms of the exercised OPTION no later than the end of the extended CLOSING DATE, or (b) cancel the exercised OPTION by written notice to the OPTIONOR, and thereupon the DISTRICT shall receive back the BINDER and both parties will be relieved of all further obligations to the other under the exercised OPTION.
- 4.8.6 *Matters Not to Be Closing Defects.* Any encumbrance or lien on the PROPERTY, (including, without limitation, mortgages, financing statements, money judgments, claims of lien, code enforcement liens, tax liens and homeowners association liens) which can be paid off and fully satisfied by the payment of money, shall not be deemed a Closing Defect. Rather, all such encumbrances and liens shall be paid off at closing and the cost thereof deducted from the sale proceeds which would otherwise be due to the OPTIONOR. Provided, that if the total amount of such encumbrances and liens exceeds the total amount of such sale proceeds, the DISTRICT may either (a) close the transaction, exhausting such sale proceeds to pay down as much of the encumbrances and liens as possible, or (b) cancel the exercised OPTION by written notice to the OPTIONOR, and thereupon the DISTRICT shall receive back the BINDER and both parties will be relieved of all further obligations to the other under the exercised OPTION.
- 4.9 *Casualty Loss:* In the event any of the timber or improvements located on the PROPERTY are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to closing, and any part of such damage is covered by insurance, the OPTIONOR shall assign the claim(s) for all such insurance proceeds to the DISTRICT, or if such claim(s) is not assignable, make such claim(s) and pay the insurance proceeds to the DISTRICT at closing or immediately upon receipt, whichever occurs later. Provided that should the extent or such damage be greater than five (5%) percent of the PURCHASE PRICE, the DISTRICT may either: (a) close this transaction according to the terms of the exercised OPTION, or (b), cancel the exercised OPTION by written notice to the OPTIONOR, and thereupon the DISTRICT shall not receive (or shall pay back, if

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already received) the insurance proceeds, receive back the BINDER and both parties will be relieved of all further obligations to the other under the exercised OPTION.

- 4.10 *Condition of the PROPERTY:* Except for the warranties and representations of the OPTIONOR as set forth in this OPTION, the deed of conveyance and the other closing document(s), OPTIONOR is selling the property "as is, where is", with no warranties.
- 4.11 *Personal Property:* No later than five (5) days before the CLOSING DATE, the OPTIONOR shall have removed all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the PROPERTY.
- 4.12 *Conditions Precedent to DISTRICT's Obligation to Close:*
- 4.12.1 The DISTRICT's obligation to close the transaction set out herein is contingent on the occurrence of certain conditions precedent as follows:
- 4.12.1.1 Approval by the transaction by the Florida Department of Environmental Protection; and
- 4.12.1.2 If the funds which the DISTRICT intends to use to close are to be received from the United States of America, the State of Florida, and/or another public or private source, then the actual receipt of such funds.
- 4.12.2 Should any of the above conditions precedent not occur, the CLOSING DATE shall be extended until the occurrence of all such conditions precedent, but in no event longer than 90 days after the CLOSING DATE.
- 4.12.3 Should the above conditions precedent not occur by the extended CLOSING DATE, the exercised OPTION shall be deemed cancelled and the DISTRICT shall receive back the BINDER, and both parties shall be relieved of all further obligations to the other under the exercised OPTION.
- 4.13 *Realtors:* The parties each represent to the other that no realtor nor broker has been involved in this transaction (and thus owed any commission). The OPTIONOR agrees to hold harmless and indemnify the DISTRICT for any commission owed to any realtor or broker contacted the OPTIONOR claiming a commission on this transaction and the DISTRICT agrees to hold harmless and indemnify the OPTIONOR for any commission owed to any realtor or broker contacted by the DISTRICT claiming a commission on this transaction.
- 4.14 *Assignment:* Neither party may assign its rights or responsibilities under the

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exercised OPTION without the prior written consent of the other party.

- 4.15 *Like Kind Exchange:* The OPTIONOR may structure this transaction in such manner that it shall qualify as a "like kind exchange", under § 1031 of the Internal Revenue Code, and the DISTRICT agrees to execute the documents reasonably requested to accomplish such exchange, provided that the exchange does not (a) delay the closing of this transaction, (b) result in any additional cost to the DISTRICT, nor (c) otherwise materially affect this transaction.
- 4.16 *Donee Acknowledgment:* After closing, upon request of the OPTIONOR and if applicable, the DISTRICT will execute and deliver to the OPTIONOR the Donee Acknowledgment section of IRS Form 8283, "Noncash Charitable Contributions.", as amended. Provided, the DISTRICT shall not be required to represent that the PROPERTY has any particular fair market value or should receive any particular tax treatment.
- 4.17 *Non-Merger Clause:* The terms of the exercised OPTION shall survive the closing.
- 4.18 *Venue and Jurisdiction of Litigation:* The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to the exercised OPTION and this transaction shall be the State of Florida, Circuit Court or County Court in and for the Florida county where the PROPERTY is located, or if the PROPERTY is located in more than one Florida county, in any of them.
- 4.19 *Waiver of Jury Trial:* The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to the exercised OPTION or this transaction and have any such actions decided by a judge alone, without a jury.
- 4.20 *No Waiver of Sovereign Immunity:* Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
- 4.21 *No Third Party Beneficiaries:* No provision of the exercised OPTION will be deemed for the benefit of the public generally nor for any persons or entities other than the OPTIONOR and the DISTRICT. Thus there shall be no third party beneficiary of the exercised OPTION.
- 4.22 *Terms Not to Be Construed Against Either Party:* The terms of the exercised OPTION shall not be construed against either party as the drafter.
- 4.23 *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

SCHEDULE B

intent of the exercised OPTION.

4.24 *Required Statutory Notices:* The following notices are required by law:

COASTAL EROSION NOTICE

THE PROPERTY BEING PURCHASED MAY BE SUBJECT TO COASTAL EROSION AND TO FEDERAL, STATE, OR LOCAL REGULATIONS THAT GOVERN COASTAL PROPERTY, INCLUDING THE DELINEATION OF THE COASTAL CONSTRUCTION CONTROL LINE, RIGID COASTAL PROTECTION STRUCTURES, BEACH NOURISHMENT, AND THE PROTECTION OF MARINE TURTLES. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING WHETHER THERE ARE SIGNIFICANT EROSION CONDITIONS ASSOCIATED WITH THE SHORELINE OF THE PROPERTY BEING PURCHASED.

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

RADON GAS NOTICE

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

LEAD BASED PAINT HAZARD

EVERY PURCHASER OF ANY INTEREST IN REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD

SCHEDULE B

FORM LEAD BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

- 4.25 *Binding Effect:* The exercised OPTION shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.
- 4.26 *Remedies for Default:* Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of the exercised OPTION shall be as follows:
- 4.26.1 Should the OPTIONOR default on any terms of the exercised OPTION, then the DISTRICT shall be entitled to either: (a) bring an action for specific performance compelling the OPTIONOR to close the transaction under the terms of the exercised OPTION, or (b) cancel the exercised OPTION, and receive back the BINDER, in which event both parties shall be relieved of all further obligations to the other under the exercised OPTION. (Provided that specific performance is not available as a remedy for any failure to correct or remove any Closing Defects.)
- 4.26.2 Should the DISTRICT default on any terms of this OPTION, then the OPTIONOR may cancel the exercised OPTION, and receive the BINDER, in which event both parties will be relieved of all further obligations to the other under the exercised OPTION.
- 4.27 *Notices:* Any and all notices required or permitted shall be made or given in writing and shall be delivered in person or sent by certified U.S. mail, return receipt requested, by a recognized overnight carrier (i.e., Federal Express or UPS), by facsimile or email transmission, to the other party at the other party's address set forth in the Definitions section of the OPTION. Such addresses may be changed by a party by giving notice thereof to the other party using the methods set out above. All notices shall be deemed given when sent as set out above or if delivered in person upon receipt.

SCHEDULE B

5. ACCESS TO PROPERTY FOR INVESTIGATION. Throughout the OPTION PERIOD and, should the OPTION be exercised, continuing through closing, the DISTRICT and its officers, employees, agents and contractors are hereby granted access to the PROPERTY for all lawful purposes connected with the OPTION. Such lawful purposes shall include, without limitation, surveying, photographing, appraising, cruising timber, conducting environmental assessments and taking soil, water and plant samples using borings, probes and test wells. Subject to the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes, the DISTRICT shall indemnify and hold the OPTIONOR harmless for any injury sustained by those on the PROPERTY at the direction of or under the control of the DISTRICT.
6. THE OPTIONOR'S REPRESENTATIONS. The OPTIONOR warrants and represents to the DISTRICT that:
 - 6.1 Except for those matters which may be discharged at closing, the OPTIONOR, and only the OPTIONOR, holds unencumbered, fee simple title to the PROPERTY.
 - 6.2 The persons executing the OPTION for the OPTIONOR are either the OPTIONOR or have the legal authority to execute this OPTION and bind the OPTIONOR to it.
 - 6.3 Other than in compliance with all applicable environmental laws, rules and regulations, the OPTIONOR has not disposed of nor dumped any hazardous waste or other environmental pollutants onto the PROPERTY, and the OPTIONOR has no actual knowledge, without inquiry, that any third party has dumped any hazardous waste or other environmental pollutants onto the PROPERTY.
 - 6.4 To the best of the OPTIONOR's actual information and belief, without inquiry, the PROPERTY has never been used as a dump, land-fill or garbage disposal site.
 - 6.5 To the best of the OPTIONOR's actual information and belief, without inquiry, the PROPERTY is presently in compliance with all applicable environmental laws, rules and regulations.
 - 6.6 The OPTIONOR is unaware, without inquiry, of any previous violations of applicable environmental laws, rules and regulations regarding the PROPERTY.
 - 6.7 The OPTIONOR has not received actual notice, without inquiry, from any government agency that the PROPERTY is in violation of any federal, state or local laws, ordinances, codes, rules, orders or regulations or that any remedial action is required on the PROPERTY. The OPTIONOR shall, after closing, indemnify, defend and hold the DISTRICT harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses (including attorney's fees and court costs) caused by, arising from

SCHEDULE B

or any way related to the invalidity of the foregoing representations and/or actual or threatened damage to the environment, agency costs of investigation, 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.

- 6.8 The OPTIONOR is not aware that there are any endangered species (as defined by state or federal law) on the PROPERTY.
- 6.9 The OPTIONOR 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.
- 6.10 There are no parties in possession of any part of the PROPERTY other than the OPTIONOR.
- 6.11 No valid claims, rights to offsets, or litigation, actual or threatened, to the knowledge of OPTIONOR, exist with regard to the PROPERTY.
7. DOCUMENTS AND INFORMATION TO BE FURNISHED BY THE OPTIONOR.
The OPTIONOR shall furnish to the DISTRICT, by the following deadlines, the following documents and information:
- 7.1 Within seven (7) days after the EFFECTIVE DATE, the following:
- 7.1.1 Copies of all title insurance policies, commitments, abstracts, opinions, searches and/or reports for any portion of the PROPERTY in the OPTIONOR’s possession or control.
- 7.1.2 Copies of all surveys of any portion of the PROPERTY in the OPTIONOR’s possession or control.
- 7.1.3 Copies of all environmental audits and reports, and all correspondence relating to environmental matters on any portion of the PROPERTY in the OPTIONOR’s possession or control.
- 7.1.4 Copies of all leases, contracts, options, easements, licenses, mortgages, financing statements, security agreements, judgments, liens, claims of lien, and all similar documents, known to the OPTIONOR, which are then in effect and may affect the title to the PROPERTY or the OPTIONOR’s ability to convey good title to the PROPERTY.

SCHEDULE B

- 7.2 During the OPTION PERIOD and, should the OPTION be exercised, continuing through closing, from time to time upon demand: Copies of payoff and estoppel letters from lenders and others holding liens on the property. (It shall also be the obligation of the OPTIONOR to demand the same from all lenders and similar parties upon the request of the DISTRICT.)
8. NO ALTERATIONS PRIOR TO CLOSING. During the OPTION PERIOD and, should the OPTION be exercised, continuing through closing, the OPTIONOR shall not:
- 8.1 Cut any timber from the PROPERTY or otherwise alter the PROPERTY, or
- 8.2 Execute or enter into any lease, contract, option, easement, license, mortgage, financing statement, security agreement, or similar document concerning or affecting the PROPERTY.
9. EMINENT DOMAIN. The OPTIONOR has no knowledge of any threatened or pending eminent domain proceedings affecting the PROPERTY. Should such eminent domain proceedings be pending on the EFFECTIVE DATE (without OPTIONOR's knowledge) or instituted thereafter, this shall have the following effect:
- 9.1 The OPTIONOR shall, upon discovery, immediately notify the DISTRICT of such threatened or pending eminent domain proceedings and provide to the DISTRICT copies of all written correspondence, pleadings or other papers concerning the eminent domain proceeding as they are received by the OPTIONOR.
- 9.2 Should the DISTRICT first learn about such eminent domain proceedings prior to any exercise of the OPTION and should the DISTRICT then choose to exercise the OPTION, the DISTRICT shall (a) assume unilateral control and direction (including settlement authority) of the eminent domain proceedings; (b) receive and keep the total eminent domain award or settlement; and (c) close the transaction as otherwise set out in the exercised OPTION. The OPTIONOR shall, upon demand, execute whatever assignments or other documents the DISTRICT may reasonably require to show the DISTRICT's authority as set out herein.
- 9.3 Should the DISTRICT first learn about such eminent domain proceedings after the exercise of the OPTION, the DISTRICT may either:
- 9.3.1 Cancel the exercised OPTION, and receive back the BINDER, in which event both parties shall be relieved of all further obligations to the other under the exercised OPTION; or,
- 9.3.2 Keep the OPTION in full force and effect, and (a) assume unilateral control and direction (including settlement authority) of

SCHEDULE B

the eminent domain proceedings; (b) receive and keep the total eminent domain award or settlement; and (c) close the transaction as otherwise set out in the exercised OPTION. The OPTIONOR shall, upon demand, execute whatever assignments or other documents the DISTRICT may reasonably require to show the DISTRICT's authority as set out herein.

10. RECORDING. The DISTRICT may record the OPTION or a notice thereof in any county or counties where the PROPERTY is located. The OPTIONOR will execute any such notice for recording upon request of the DISTRICT.
11. TIME IS OF THE ESSENCE. Time is of the essence of both the OPTION and if the OPTION is exercised, the exercised OPTION.
12. TAX CONSEQUENCES. The OPTIONOR has obtained whatever advice OPTIONOR wishes, if any, concerning the tax consequences of this transaction and accepts the same. The OPTIONOR's obligations under this OPTION are not contingent upon any particular tax result.
13. GOVERNING LAW. This OPTION concerns real property located in the State of Florida, is being made in the State of Florida, is being delivered to the DISTRICT at its headquarters in the State of Florida and the OPTIONOR intends for it to be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules. Should the OPTION be exercised, the exercised OPTION shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
14. CLOSING AGENT. The CLOSING AGENT is the attorney for the DISTRICT and notwithstanding its other duties shall continue to act as attorney for the DISTRICT only, and not the OPTIONOR, regarding the OPTION and, should the OPTION be exercised, the exercised OPTION. Should the OPTION be exercised, (a) the parties agree to indemnify and hold the CLOSING AGENT harmless for acting as the CLOSING AGENT herein, except for intentional misuse of funds, and (b) in the event of a dispute regarding the posted BINDER, the CLOSING AGENT may interplead or deposit the BINDER into the registry of the court, and all costs thereof, including attorney fees, shall be deducted and paid from the BINDER.
15. ENTIRE AGREEMENT. The OPTIONOR has not given the OPTION in reliance upon any fact or representation not expressly provided herein. Should the OPTION be exercised, the exercised OPTION shall supersede all previous agreements, oral or written, between OPTIONOR and the DISTRICT, concerning the PROPERTY and shall represent the whole and entire agreement between the parties.
16. AMENDMENT, REVOCATION OR ABANDONMENT. The OPTION may not be amended, revoked, or abandoned by the OPTIONOR during the OPTION PERIOD.

SCHEDULE B

Should the OPTION be exercised, the exercised OPTION may not be amended, revoked, or abandoned except through a written agreement executed by both the OPTIONOR and the DISTRICT.

17. MISCELLANEOUS. 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. Headings used in this OPTION are provided for convenience only and shall not be used to construe meaning or intent.
18. MEMORIALIZATION OF JOE H. ANDERSON JR. In recognition of the contributions made to the State of Florida generally and the portion of the DISTRICT where the PROPERTY is located in particular, should the DISTRICT close the purchase of the PROPERTY and the PROPERTY operated by the DISTRICT as a public park, the DISTRICT agrees that the name of such park shall be the "JOE H. ANDERSON, JR., MEMORIAL PARK". Should the PROPERTY be operated by another public or private entity as a park, the DISTRICT agrees to request that the park be named as set out above but if an agreement on this point with the operator cannot be reached then the DISTRICT shall arrange for suitable monument to be place on the PROPERTY honoring the memory and contribution of JOE H. ANDERSON, JR.

(The remainder of this page was intentionally left blank.)

SCHEDULE B

EXECUTED this 5th day of September, 2017, by the OPTIONOR, ROCK BLUFF SPRINGS CO., LLC, a Florida limited liability company.

Signed, sealed and delivered in our presence:

ROCK BLUFF SPRINGS CO., LLC.

[Signature]

Witness Name: Zeb Chesire

By: [Signature]

Joe H. Anderson, III
As its manager and authorized representative

[Signature]

Witness Name: Conrad Johnson

STATE OF FLORIDA
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 5th day of September, 2017 by JOE H. ANDERSON, III as the manager of ROCK BLUFF SPRINGS CO., LLC, who is personally known to me or who has produced _____ as identification.



[Signature]

Notary Public (please print name under signature)
commission #

(The remainder of this page was intentionally left blank.)

SCHEDULE B

EXHIBIT "A"

That certain real property located in Gilchrist County, Florida and more particularly described as follows:

WEST HALF OF SOUTHEAST QUARTER (W ½ OF SE 1/4) AND GOVERNMENT LOT 1, BEING THAT PART OF THE SW 1/4 OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 14 EAST, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR GILCHRIST COUNTY, FLORIDA, LYING NORTH AND EAST OF AND FRONTING ON THE SUWANNEE RIVER, SUBJECT TO RIGHT OF WAY FOR COUNTY ROAD NO. 340

(The remainder of this page was intentionally left blank.)

Transaction Identification Data for reference only:

Davis, Schnitker, Reeves & Browning P.A.
PO DRAWER 652, Madison, FL 32341, 519 West Base Street
Madison, FL 32340
ALTA Universal ID:
LOAN ID Number:
Issuing Office File Number: 5264R
Order No.: 6454703
Property Address: FL
Revision Number: 8/24; 11/19

Chicago Title Insurance Company

**SCHEDULE A
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: 11/10/2017 5:00 PM
2. Policy or Policies to be issued:
 - A. ALTA Owners 2006 with Florida Modifications
Proposed Insured: SUWANNEE RIVER WATER MANAGEMENT DISTRICT
Proposed Amount of Insurance: \$2,945,500.00
3. The estate or interest in the Land described or referred to in this Commitment is (Identify estate covered, i.e., fee, leasehold, etc):

Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

ROCK BLUFF SPRINGS CO., LLC, a Florida limited liability company
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: 
Authorized Officer or Agent

**SCHEDULE B SECTION I
REQUIREMENTS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

The following are requirements must be met:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:
 - A. Duly executed Warranty Deed from ANDERSON COLUMBIA CO., INC. , Grantor, to ROCK BLUFF SPRINGS CO., LLC, a Florida limited liability company, Grantee, conveying the land described on Schedule A hereof.

Together with proof that ANDERSON COLUMBIA CO., INC., a Florida corporation, is currently in good standing under the laws of the State of Florida. If the current transaction involves: (i) the disposition of substantially all of a corporation's property or assets; (ii) the conveyance of corporate property to an officer, director or agent who is also a signatory; (iii) conveyance of property for minimum consideration; or (iv) the execution of documents incident to the transaction by an officer other than the president, chief executive officer or any vice-president with a corporate seal, then a recordable resolution of the corporation's Board of Directors, Shareholders and/or Members must be obtained.

- B. Duly executed Warranty Deed from ROCK BLUFF SPRINGS CO., LLC, a Florida limited liability company, Grantor, to SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes, Grantee, conveying the land described on Schedule A hereof.

The Company will require the following as to ROCK BLUFF SPRINGS CO., LLC, a Florida limited liability company: ("LLC"):

- i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
 - ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
 - iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
 - iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

**SCHEDULE B SECTION I
Requirements continued**

3. Proof of payment of any outstanding assessments in favor of Gilchrist County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Gilchrist County, Florida, any special taxing district and any municipality.

4. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

5. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2017 in the gross amount of \$2,543.17 under Tax Folio Number: 09-08-14-0000-0005-0000.

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

END OF SCHEDULE B SECTION I

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

6. Conveyances to the State of Florida recorded in Official Records Book 13, Page 10 and Official Records Book 13, Page 64.
7. Resolutions recorded in Official Records Book 32, Pages 19 and 68.
8. Title to any submerged land included within the land described in this Policy is not insured.
9. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
10. The inalienable rights of the public to use the navigable waters covering the lands described on Schedule A.
11. Notwithstanding the legal description in Schedule A, this Policy does not insure title to any lands lying below the mean or ordinary high water line of any navigable or tidally influenced waters.
12. Rights of upper and lower stream owners in and to the use of the waters of Suwannee River and to the continued uninterrupted flow thereof.
13. The nature, extent or existence of riparian rights is not insured.
14. Rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary line separating the publicly used area from the upland private area.
15. INTENTIONALLY DELETED

NOTE: All recording references in this commitment/policy shall refer to the public records of Gilchrist County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 455 Harrison Avenue Suite I, Panama City, FL 32401; Telephone 850-769-4332.

Searched By: Cindy A. Tew

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

END OF SCHEDULE B SECTION II

EXHIBIT "A"

WEST HALF OF SOUTHEAST QUARTER (W 1/2 OF SE 1/4) AND GOVERNMENT LOT 1, BEING THAT PART OF THE SW 1/4 OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 14 EAST, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR GILCHRIST COUNTY, FLORIDA, LYING NORTH AND EAST OF AND FRONTING ON THE SUWANNEE RIVER, SUBJECT TO RIGHT OF WAY FOR COUNTY ROAD NO. 340.



Monday, November 19, 2017

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2017 Bill Detail

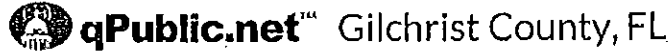
Account Detail Print Page Print Bill

Tax Account		
Account	Property Type	Last Update
090814-00000005-0000	REAL ESTATE	11/19/2017 9:57:57 AM
Mailing Address: ROCK BLUFF SPRINGS CO LLC PO BOX 1829 LAKE CITY FL 32056-1829 SITUS: 6560 NW CR 340 BELL		
Geo Number: 14080900000050000		
Legal Description		
GOVT LOT 1 BEING THAT PART OF SW/4 OF SECTION 9 TOWNSHIP 8 RANGE 14, LYING NORTH AND EAST OF THE SUWANNEE RIVER & W/2 OF SE/4 2002/1359 2002/ 3115 2004/559-560 2004/561 2004/561 2004/1104 2005/54 2005/3375 2006/2041 2006/3124 2006/3125-2006/3126		

Tax Installment								
Account	Tax Year	Folio	Taxes	Fees	Interest	Discount	Paid	Amount Due
090814-00000005-0000	2017	3002.0000	\$2,543.17	\$0.00	\$0.00	(\$101.73)	\$0.00	\$2,441.44

Assessment						
Ad Valorem Taxes						
Taxing Code	Taxing Authority	Assessed Value	Exemption Amount	Taxable Value	Millage Rate	Taxes
SDIS	SCHOOL-DISC	\$150,650.00	\$0.00	\$150,650.00	0.74800	\$112.09
SDLC	SCHOOL-DLC	\$150,650.00	\$0.00	\$150,650.00	1.50000	\$225.97
C004	EH-MEDICAL	\$127,557.00	\$0.00	\$127,557.00	1.06240	\$135.52
WSRW	SRWHD	\$127,557.00	\$0.00	\$127,557.00	0.40270	\$51.37
CCTY	COUNTY	\$127,557.00	\$0.00	\$127,557.00	9.50000	\$1,211.79
SLRE	SCHOOL-LRE	\$150,650.00	\$0.00	\$150,650.00	4.28100	\$644.93
Sub Total					17.4941	\$2,382.27
Non-Ad Valorem Assessments						
Taxing Code	Taxing Authority	Assessed Value	Exemption Amount	Taxable Value	Millage Rate	Taxes
FRES	RESIDENTIAL	\$0.00	\$0.00	\$0.00	0.00000	\$0.00
FSW1	SOLID WASTE RESIDENTIAL	\$0.00	\$0.00	\$0.00	0.00000	\$0.00
Sub Total					0	\$160.90
Total					17.4941	\$2,543.17

Payment History
No Payment Records Found



Parcel Summary

Parcel ID 09-08-14-0000-0005-0000
 Location Address 6560 NW CR 340
 BELL 32619
 Brief GOVT LOT 1 BEING THAT PART OF SW/4 OF SECTION 9 TOWNSHIP 8 RANGE 14, LYING NORTH AND EAST OF THE SUWANNEE RIVER
 Tax Description* & W/2 OF SE/4 2002/1359 2002/ 3115 2004/559-560 2004/561 2004/561 2004/1104 2005/54 2005/3375 2006/2041 2006/3124
 2006/3125 2006/3126
 *The Description above is not to be used on legal documents.
 Property Use Code TIMBERLAND (005500)
 Sec/Twp/Rng 9-8-14
 District COUNTY (District 4)
 Millage Rate 18.258
 Acreage 175,000
 Homestead N

View Map

Owner Information

Primary Owner
 Rock Bluff Springs Co LLC
 PO Box 1829
 Lake City, FL 320561829

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
005500	TBR2 80-89	161.00	AC	0	0
005600	TBR3 70-79	1.23	AC	0	0
009964	AC RIV 40-UP	12.77	AC	0	0
009921	MKT.VALAG	162.23	AC	0	0

Residential Buildings

Building 1
 Type SINGLE FAM
 Total Area 1,695
 Heated Area 1,024
 Exterior Walls CONC BLOCK;
 Roof Cover MODULAR MT;
 Interior Walls WALL BD/WD;
 Frame Type
 Floor Cover PINE WOOD;
 Heat AIR DUCTED
 Air Conditioning CENTRAL
 Bathrooms 1
 Bedrooms 2
 Stories 1
 Actual Year Built 1971
 Effective Year Built 1980

Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
0100	WD STOVE	1	0 x 0 x 0	1	UT	1985
0010	WF UTILITY	1	8 x 10 x 0	80	UT	1985
0060	CON-SLAB	1	8 x 10 x 0	80	UT	1985
0140	O SHELTER (LOW)	1	12 x 10 x 0	120	UT	1985
0050	CON-WALK	1	60 x 3 x 0	180	UT	1985
0050	CON-WALK	1	44 x 4 x 0	176	UT	1985

Sales

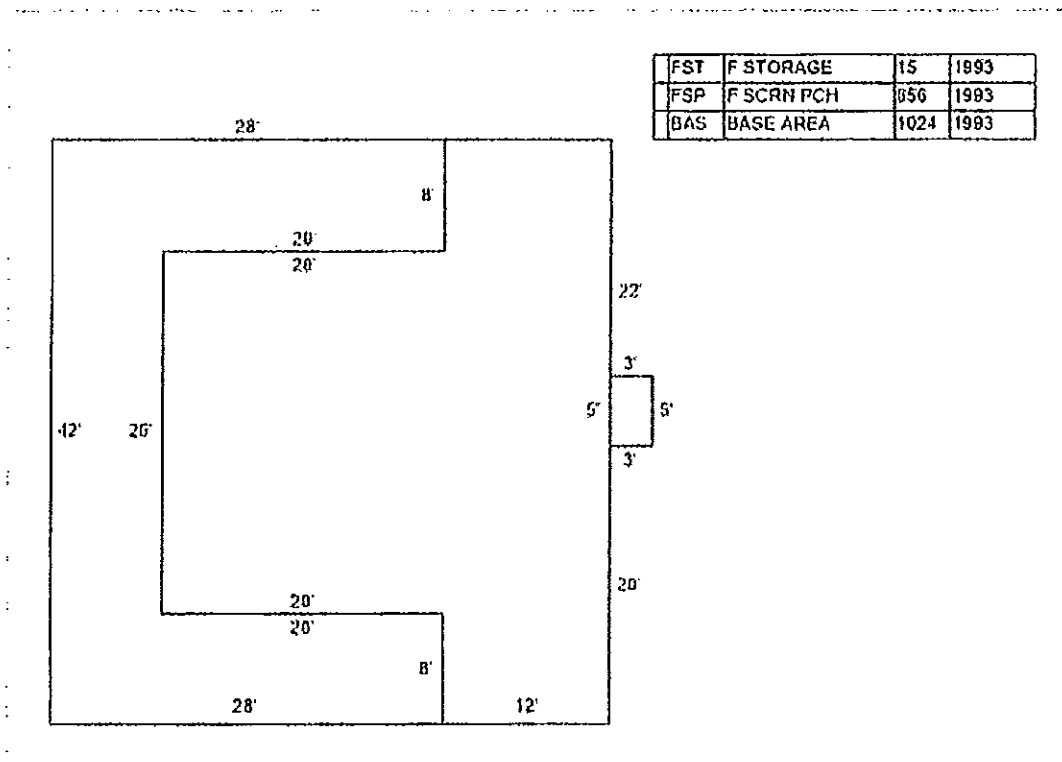
Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Instrument Number	Qualification	Vacant/Improved	Grantor	Grantee
N	05/18/2006	\$575,000	PR	2006	3125		Unqualified (U)	Improved	S AUSTIN PEELE ANCILLARY PERSONAL REP	ROCK BLUFF SPRINGS CO LLC
N	05/18/2006	\$1,000,000	WD	2006	3126		Unqualified (U)	Improved	JOHN S LAMB JR	ROCK BLUFF SPRINGS CO LLC
N	05/03/2006	\$100	QC	2006	3124		Unqualified (U)	Improved	NANCY R WESTERMAN	ROCK BLUFF SPRINGS CO LLC
N	01/05/2005	\$1,000,000	WD	2005	54		Unqualified (U)	Improved	MARY ETHEL NELSON & PATRICE JANINE RATCLIFFE	JOHN S LAMB JR

Valuation

	2017 Certified	2016 Certified	2015 Certified	2014 Certified
Building Value	\$32,500	\$32,574	\$32,575	\$32,264
Extra Features Value	\$1,218	\$1,264	\$1,317	\$1,351
Land Value	\$61,965	\$61,965	\$26,100	\$27,060
Land Agricultural Value	\$54,967	\$51,747	\$38,818	\$32,911
Agricultural (Market) Value	\$348,794	\$348,794	\$399,970	\$399,970
Just (Market) Value	\$444,477	\$444,597	\$459,962	\$460,645
Assessed Value	\$127,557	\$117,738	\$98,810	\$93,586
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$127,557	\$117,738	\$98,810	\$93,586
Maximum Save Our Homes Portability	\$0	\$29,812	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Sketches



No data available for the following modules: Commercial Buildings, Photos.

Gilchrist County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Last Data Upload: 11/17/2017 10:10:32 PM



Schneider

Developed by
The Schneider
Corporation

8/24

TITLE INFORMATION BRINGDOWN

File No.: 6454703
Customer Reference: 5264R

November 20, 2017

Davis, Schnitker, Reeves & Browning P.A.
PO DRAWER 652, Madison, FL 32341, 519 West Base Street
Madison, FL 32340

Re: Gilchrist County, Florida
Buyer: SUWANNEE RIVER WATER MANAGEMENT DISTRICT
Seller: ROCK BLUFF SPRINGS CO., LLC, a Florida limited liability company

Pursuant to your request, the Company has caused a search to be made of the Public Records of Gilchrist County, Florida, solely as revealed by its title plant indices, from August 10, 2017 at 5:00 PM through November 10, 2017 at 8:00 a.m. and said search reveals that the following documents have been recorded during said period:

2017 taxes appear to be unpaid

CAUTION: A determination of the validity and effect of any instrument listed above must be made before any commitment, policy, or endorsement is issued in reliance thereon.

By: _____
Authorized Officer or Agent