

Project: Florida's First Magnitude Springs
Parcel: Avatar Properties, Inc./The Nature Conservancy

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 7th day of November, 2006, between THE NATURE CONSERVANCY, a non-profit District of Columbia corporation, whose address is 222 South Westmont Drive, Suite 300, Altamonte Springs, Florida 32714, as "Seller", and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399-3000, and MARION COUNTY, FLORIDA ("County"), whose address is 601 SE 25th Avenue, Ocala, Florida 34471-9109. Trustees and County are collectively referred to herein as "Purchaser". Purchaser's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL"). In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. AGREEMENT TO SELL. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from the Seller in accordance with the provisions of this Agreement certain real property located in Marion County, Florida, described in Exhibit "A" (the "Phase I Property") and Exhibit "B" (the "Phase II Property"), together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (collectively the "Property"). Seller and Purchaser hereby agree that the Property shall be conveyed in two phases (each phase is herein referred to as "Phase", "Phase I" or "Phase II") as provided in this Agreement. The parties acknowledge that on the Effective Date of this Agreement Seller has only a beneficial interest in the Property by virtue of that certain option agreement dated October 20, 2006 ("Option Agreement"), by and between Seller and Avatar Properties, Inc., a Florida corporation ("Avatar"). Seller's obligation to convey any of the Property acquired by Seller to Purchaser and liability arising under any covenant, representation, warranty or indemnity under the provisions of this Agreement shall not arise until Seller acquires the Property. Seller has no liability or obligation under this Agreement in the event that its acquisition of the Property does not occur under the terms of its agreement with Avatar.

County agrees that the Trustees shall take fee simple title to the Property at the closings notwithstanding that County is required to pay a portion of the Purchase Price. Seller shall convey its entire fee simple interest in the Property to the Trustees, as aforesaid, at closing in accordance with the provisions of this Agreement.

2. Purposely Omitted.

3.A. BASE PURCHASE PRICE. The base purchase price for the Property shall be the amount of SEVENTY SIX MILLION TWO HUNDRED FORTY FIVE THOUSAND and no/100 DOLLARS (\$76,245,000.00) (the "Purchase Price"). The County shall pay Two Million and no/100 DOLLARS (\$2,000,000.00) of the Purchase Price ("County's Purchase Price"), and the Trustees shall pay the balance of the Purchase Price ("Trustees' Purchase Price"). The County's Purchase Price is the sole responsibility of County and the Trustees shall have no

obligation under this Agreement to provide any portion of the County's Purchase Price, and Seller shall have no recourse whatsoever, at law or equity, against the Trustees or Property relating to the County's Purchase Price, subject, however, to the provisions of paragraph 19 hereof. The Trustees' Purchase Price is the sole responsibility of Trustees and the County shall have no obligation under this Agreement to provide any portion of the Trustees' Purchase Price, and Seller shall have no recourse whatsoever, at law or equity, against the County or the Property relating to the Trustees' Purchase Price, subject, however, to the provisions of paragraph 19 hereof. The Purchase Price shall be payable as follows:

(1) PHASE I PURCHASE PRICE. The purchase price for the Phase I Property shall be \$45,245,000.00 ("Phase I Purchase Price"), which will be paid at the Phase I Closing Date, hereinafter defined. Seller hereby authorizes Purchaser to issue funds for the Phase I Purchase Price directly to an escrow agent who is authorized by law to receive such payments and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. Two Million and no/100 Dollars (\$2,000,000.00) of the Phase I Purchase Price shall be paid by the County. The Trustees shall pay the balance of the Phase I Purchase Price. The Phase I Purchase Price is subject to adjustment in accordance with Paragraph 3.B(1). This Agreement is contingent upon approval of the Final Phase I Purchase Price, hereinafter defined, by Purchaser and upon confirmation that the Final Phase I Purchase Price is not in excess of the maximum value of the Phase I Property as determined in accordance with Section 259.041(7), Florida Statutes ("DSL Phase I Approved Value"). The determination of the DSL Phase I Approved Value and the Final Phase I Purchase Price can only be made after the completion and DSL's approval of the Survey required in Paragraph 6 for the Phase I Property.

(2) PHASE II PURCHASE PRICE. The purchase price for the Phase II Property shall be the sum of: (i) Seller's purchase price for the Phase II Property, (ii) Seller's direct expenses associated with Seller's acquisition of the Phase II Property recoverable pursuant to the terms of the Multi-Party Acquisition Agreement by and between Seller and Purchaser dated March 24, 2006, and all amendments thereto (the "MPAA"), (iii) Seller's holding costs as permitted by the MPAA beginning on the day Seller acquires fee title to the Phase II Property and ending on the day before the Seller conveys fee title to the Phase II Property to Purchaser, and (iv) Seller's overhead as determined pursuant to the MPAA, not to exceed \$100,000.00 (collectively the "Phase II Purchase Price"), which will be paid by Trustees at the Phase II Closing Date, hereinafter defined. Seller hereby authorizes Purchaser to issue funds for the Phase II Purchase Price directly to an escrow agent who is authorized by law to receive such payments and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Phase II Purchase Price is subject to adjustment in accordance with Paragraph 3.B(2). This Agreement is contingent upon approval of the Final Phase II Purchase Price, hereinafter defined, by Purchaser and upon confirmation that the Final Phase II Purchase Price is not in excess of the maximum value of the Phase II Property as determined in accordance with Section 259.041(7), Florida Statutes ("DSL Phase II Approved Value"). The determination of the DSL Phase II Approved Value and the Final Phase II Purchase Price can only be made after the completion and DSL's approval of the survey required in Paragraph 6 for the Phase II Property.

In no event shall Purchaser be obligated to pay more than the maximum value of the Property as determined in accordance with Section 259.041(7), Florida Statutes.

3.B. ADJUSTMENT OF PURCHASE PRICE. (1) ADJUSTMENT OF PHASE I PURCHASE PRICE. If, prior to the Phase I Closing Date, DSL determines that the Phase I Purchase Price exceeds the DSL Approved Phase I Value, the Phase I Purchase Price will be reduced to the DSL Approved Phase I Value (herein the "Final Adjusted Phase I Purchase Price"). If the Final Adjusted Phase I Purchase Price is less than 100% of the Phase I Purchase Price because of the adjustment provided for in this paragraph, Seller shall have the right to terminate this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Phase I Purchase Price. If Seller fails to give Purchaser written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Phase I Purchase Price.

(2) ADJUSTMENT OF PHASE II PURCHASE PRICE. If, prior to Phase II Closing Date, DSL determines that the Phase II Purchase Price exceeds the DSL Approved Phase II Value, the Phase II Purchase Price will be reduced to the DSL Approved Phase II Value (herein the "Final Adjusted Phase II Purchase Price"). If the Final Adjusted Phase II Purchase Price is less than 100% of the Phase II Purchase Price because of the adjustment provided for in this paragraph, Seller shall have the right to terminate this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Phase II Purchase Price. If Seller fails to give Purchaser written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Phase II Purchase Price.

4. ENVIRONMENTAL SITE ASSESSMENT. Purchaser shall, at Trustees' sole cost and expense, conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. Prior to the closing date for each Phase, Purchaser, at Trustees' sole cost and expense, may obtain an update of the environmental site assessment for the subject Phase that meets the standards and requirements of DSL (the "Assessment Update"). If further investigations, testing, monitoring or environmental site assessments are required by DSL to determine the existence or extent of Hazardous Materials on the Property, Purchaser, at its sole option may elect to extend the closing date for the applicable Phase for up to 60 days to enable Seller to conduct such procedures. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5).

5. HAZARDOUS MATERIALS. If the environmental site assessment or the Assessment Update provided for in paragraph 4. confirms the presence of Hazardous Materials on the Property, either party, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should neither party elect to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the respective closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law.

"Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

As provided in paragraph 10, at the Phase I closing, Seller shall cause Avatar to execute and deliver to Purchaser, on DSL forms provided by DSL: (i) a title, possession and lien affidavit certified to Purchaser and title insurer, and (ii) an environmental affidavit for the Property. Seller shall also use reasonable efforts to cause Avatar to (a) indemnify and save harmless and defend Trustees, its officers, servants, agents and employees, for a period not to exceed eighteen months from the date of closing, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property during Avatar's ownership of the Property whether the Hazardous Materials are discovered prior to or after closing; (b) defend, for a period not to exceed eighteen months from the date of closing, at Avatar's sole cost and expense, any legal action, claim or proceeding instituted by any person against Trustees as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property during Avatar's ownership of the Property are alleged to be a contributing legal cause; and (c) save Trustees harmless, for a period not to exceed eighteen months from the date of closing, from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing. Notwithstanding the above, it is agreed that Avatar's liability for contractual indemnity shall not exceed 2% of the Purchase Price. If Seller is unsuccessful in causing Avatar to provide the above-described indemnity, then at the applicable closing, Seller shall, to the extent not disallowed by the Option Agreement, assign any contractual right to indemnity received from Avatar to the Trustees.

6. SURVEY. Purchaser may have the Property surveyed at Trustees' expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. Prior to closing on the Phase II Property, Purchaser, at Trustees' sole cost and expense, may obtain an Updated Survey (the "Updated Survey"). If the Updated Survey shows any encroachment on the Phase II Property or that improvements intended to be located on the Phase II Property encroach on the land of others, the same shall be treated as a title defect.

6.1 COST REIMBURSEMENT TO SELLER. The parties understand that the Phase I closing will be conducted simultaneously with Seller's acquisition of the Property from Avatar. At closing Marion County shall reimburse Seller \$500,000.00 toward the payment of closing costs incurred by Seller in connection with its purchase of the Property from Avatar. Seller shall provide such documentation of costs incurred as may be reasonably required by Marion County.

7. TITLE INSURANCE. Purchaser, at Trustees' sole expense, may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to each Phase in the amount of the Purchase Price therefor. Seller warrants that any billboards on the property shall be removed prior to closing.

8. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 30 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, provided, however, that Seller shall not be required to bring any lawsuits to correct any defects in title. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed upon by the parties, (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, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 19 of this Agreement shall apply.

8.1 PLAT VACATIONS. The Seller represents that Avatar is compelled by the terms of its contract with Seller to cause the various platted subdivisions on the Property to be vacated before closing, except that plat of Silver Springs Park Addition. The parties hereby agree that the portion of NE 49th Street lying westerly of a line 50 feet east of the east line of Section 26, Township 14 South, Range 22 East, shall not be vacated by County and shall be lessed out of the description of the Property at closing. Furthermore, the parties agree that, prior to the Phase I closing and title to the Phase I Property vesting in the Trustees, Seller shall cause Avatar to dedicate a private easement for ingress, egress and utilities, in form and content approved by DSL, for the benefit of the owners of lots in Silver Springs Park Addition. At Seller's sole discretion, Seller may elect to postpone vacating the plats or portions of plats lying within the Phase II Property until the Phase II closing. Also at Seller's option, Seller may cause the plat vacations to be made contingent on acquisition of the Phases by Purchaser. If Avatar fails to vacate said plats prior to the applicable closing date then Purchaser may elect to terminate this Agreement.

8.2 MARION COUNTY PROPERTY. The parties hereby acknowledge that County may be the owner of strips of land surrounding the platted subdivisions lying within the Property ("County Property"). County shall convey all of its right, title and interest in the County Property to Seller or Trustees prior to the Phase I closing as a condition of and contingent upon Seller's purchase of the Property from Avatar. Provided, however, the County shall not be required to

convey any existing public rights-of-way not within the plats to be vacated pursuant to paragraph 8.1 above.

8.3 VESTED RIGHTS. The parties hereby acknowledge that the Property may have certain vested rights recognized by the Florida Department of Community Affairs (“DCA”), formerly known as the Department of Administration, by virtue of certain documents issued by DCA that include: Binding Letter of Interpretation of Vested Rights (BLIVR 574-138) dated April 29, 1974; Binding Letter of Interpretation for Modification to a Development of Regional Impact with Vested Rights (BLIM-585-003) dated June 21, 1985; letter of clarification for BLIM-585-003 dated July 25, 1985; Binding Letter of Interpretation for Development of Regional Impact Status (BLID-585-039) dated August 30, 1985; and letter from K. Marlene Conaway to Jackson E. Sullivan dated May 10, 2006 (collectively, the “Vested Rights”). The parties further acknowledge that said Vested Rights are considered by DCA to be distributed across the Phase I Property and Phase II Property and allocable by the parties. The parties, therefore agree that 3,350 residential units shall be attributable to the Phase II Property.

8.4 EXCHANGE OF PROPERTY. Notwithstanding anything herein to the contrary, the parties acknowledge that Avatar may elect to exchange no more than fifteen (15) acres (“Exchange Property”) currently owned by Avatar within the Property for property in the plat of Silver Springs Park Addition owned by Leon Gary and Rebecca Gary (“New Property”), subject to the following conditions and restrictions:

- (a) Avatar shall notify the parties of its election to exchange the Exchange Property (including identifying the specific location of the Exchange Property and New Property) within 30 days of Seller’s execution of this Agreement. Purchaser shall provide Seller with a proposed legal description of the Exchange Property no later than five (5) days after Seller’s election of the exchange. Purchaser shall have the Exchange Property surveyed prior to the Phase I Closing Date, and the legal description on the deed delivered at closing under this Agreement shall exclude the Exchange Property and include the New Property using the description prepared by DSL;
- (b) Notwithstanding anything contained in this paragraph 8.4, any exchange elected by Avatar and the conditions thereof, including but not limited to the locations and dimensions of both the Exchange Property and the New Property, shall be approved by Purchaser, with the concurrence of the Florida Division of Forestry.
- (c) The New Property shall consist of all lots owned by Leon Gary and/or Rebecca Gary in Silver Springs Park Addition, as per plat recorded in Plat Book “B”, Page 243, of the public records of Marion County, Florida; and
- (d) The Exchange Property shall be adjacent to the following described property and shall not exceed a width of 50 feet, with the exact location and configuration to be approved by DSL, with the concurrence of the Florida Division of Forestry:

Lots 1, 2, 4 – 11, 15 – 17 and 21, per plat recorded in Plat Book “A”, Page 35, of the public records of Marion County, Florida.

Seller acknowledges and understands that electing the exchange provided for in this paragraph 8.4 will be considered in undertaking the adjustments in value provided for in paragraph 3.B. of this Agreement, and may result in an adjustment to DSL approved value.

9. INTEREST CONVEYED. At the closing of Phase I, Seller shall cause Avatar to execute and deliver to Trustees a special warranty deed conveying marketable title to Phase I in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to Phase I, and except for a use agreement acceptable in form and content to DSL and the Florida Division of Forestry to allow a portion of the Property to continue to be used by Swift Agrisales, Inc. for agricultural purposes consistent with the conservation values of the Property.

At the closing of Phase II, Seller shall execute and deliver to Trustees a special warranty deed in the form attached hereto as Exhibit "C" conveying marketable title to Phase II in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to Phase II, and except for a use agreement acceptable in form and content to DSL and the Florida Division of Forestry to allow a portion of the Property to continue to be used by Swift Agrisales, Inc. for agricultural purposes consistent with the conservation values of the Property.

10. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes, and shall cause Avatar to execute and deliver to Purchaser said beneficial interest affidavit and disclosure statement. In connection with each closing Purchaser shall prepare the deed described in paragraph 9. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit as to Phase II only certified to Purchaser and title insurer on DSL forms provided by DSL, and an environmental affidavit as to Phase II only in the form attached hereto as Exhibit "D". At closing on Phase I, Seller shall cause Avatar to execute and deliver to Purchaser the title, possession and lien affidavit certified to Purchaser and title insurer and an environmental affidavit on DSL forms provided by DSL as to Phase I.

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

12. EXPENSES. Seller will pay the documentary revenue stamp tax, if any, and all other taxes or costs associated with the conveyances, including the cost of recording the deed described in paragraph 9. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.

13. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property at each respective closing. If Purchaser acquires fee title to any Phase between January 1 and November 1, Seller shall in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Phase. If Purchaser acquires fee title to any Phase on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

14.A. PHASE I CLOSING PLACE AND DATE. The closing for Phase I shall be on or before December 22, 2006 ("Phase I Closing Date"); provided, however, that if a defect exists in the title to Phase I, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed by Seller, the closing for Phase I shall occur either on the original Phase I Closing Date or within five (5) days after receipt of documentation curing the defects, whichever is later.

Seller represents and Purchaser acknowledges that, at closing for Phase I, Avatar will be conveying the Phase I Property directly to the Trustees. Furthermore, Purchaser acknowledges that Seller's obligation to close its option agreement with Avatar is contingent on the County's payment of \$2,000,000 and the Trustees' payment of the balance of the Phase I Purchase Price at the Phase I closing as described in paragraph 3(A)(1). Seller's obligation to close its option agreement with Avatar is also contingent upon County's payment of \$500,000 to Seller for closing costs as provided by paragraph 6.1. In the event the funds from either the Trustees or County are not received at the Phase I closing, this Agreement may be terminated by Seller by notice as provided herein and Seller and Purchaser shall have no further rights, obligations or duties hereunder.

14.B. PHASE II CLOSING PLACE AND DATE. The closing for Phase II shall be on or before July 25, 2007 ("Phase II Closing Date"); provided, however, that if a defect exists in the title to Phase II, title commitment, Survey, Updated Survey, environmental site assessment, Assessment Update or any other documents required to be provided or completed and executed by Seller, the closing for Phase II shall occur either on the original Phase II Closing Date or within twenty (20) days after receipt of documentation curing the defects, whichever is later.

The date, time and place of each respective closing set forth above shall be set by Purchaser. Purchaser shall be obligated to close on all of each Phase on or before the applicable closing date therefor, as to which time shall be of the essence for the performance of the parties' obligations hereunder.

15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Phase I Property and the Phase II Property prior to the date of the respective closings, and warrants that Phase I Property and Phase II Property shall be transferred and conveyed to Trustees in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of Phase I Property or Phase II Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser shall have the right to terminate this Agreement. Seller represents and warrants that there are no parties other than Seller or Avatar in occupancy

or possession of any part of the Property, other than Swift Agrisales, Inc. occupation pursuant to any Ground Lease with Avatar and an unknown tenant in a house located on the east ½ of the northwest ¼ of Section 12, Township 14 South, Range 22 East. Parties in possession of the Property may be treated as a title defect pursuant to paragraph 8. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or which have not been disclosed to Purchaser.

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

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to the respective closing by Purchaser. If the Seller does not remove all trash and debris from the Property prior to a closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed \$250,000 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing thereon, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, or (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

16. STORAGE TANKS. Prior to the respective closings Seller shall properly close in accordance with Chapters 376 and 403, Florida Statutes, Chapter 62-761, Florida Administrative Code (F.A.C.), and other applicable statutes, rules and ordinances, all above-ground and underground storage tanks on the applicable Phase that contain or have previously contained Hazardous Materials. In addition, all such tanks shall be physically removed from the Property and properly disposed of in accordance with applicable statutes, rules and ordinances. If the closure assessment, site assessment or other available information indicates that the Property is contaminated with Hazardous Materials as a result of the tanks, the Seller shall remediate the Property in accordance with Chapter 62-770, F.A.C., 62-777, F.A.C., and other applicable statutes, rules and ordinances. This provision shall not apply to any above-ground and underground storage tanks owned and properly operated by Swift Agrisales, Inc. pursuant to any lease with Avatar for any allowed agricultural activity.

17. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Purchaser shall coordinate all property visits prior to the Phase I closing with Avatar and Seller. Seller shall deliver possession of Phase I Property and Phase II Property to Purchaser at the respective closing of each Phase, subject to a use agreement acceptable in form and content to DSL and the Florida Division of Forestry to allow portions of the Property to continue to be used by Swift Agrisales, Inc. for agricultural purposes consistent with the conservation values of the Property.

18. ACCESS. Seller warrants that there is legal and practical ingress and egress to Phase I and to the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

19. DEFAULT. If any party defaults under this Agreement, the non-defaulting party may waive the default and proceed to closing, or may seek any other remedy available at law or in equity against the defaulting party.

20. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed, provided, however, Seller shall not be liable for any claims arising from Avatar's sale of the Property to Seller. To the extent allowed by law, in the event of any such claims against Purchaser or the Property arising out of Avatar's sale of the Property to Seller, Seller shall assign and transfer, to the extent necessary, Seller's right to be indemnified or otherwise held harmless by Avatar from such claims.

21. RECORDING. This Agreement, or notice of it, may not be recorded by either party, except in the event of a default by either party.

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

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

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

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

26. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal descriptions contained in Exhibit "A" and Exhibit "B" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal descriptions of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Purchaser or which cannot be timely cured by the Seller, to adjust the dividing line between the Phase I Property and the Phase II Property if necessary to retain the respective values for said Phases as set forth in subparagraphs 3.A.(1) and (2), above, to effectuate the exchange provided for in subparagraph 8.4, above, or to otherwise revise the legal description of the Property, the legal descriptions to be used in the Survey (if any) and in the

closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description(s) and the Purchaser's acceptance of said instruments and of the final Survey and final Updated Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description(s) of the Property by the parties.

Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

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

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

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

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

31. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 9. of this Agreement and Purchaser's possession of the Property.

IF THIS INSTRUMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE NOVEMBER 6, 2006, PURCHASER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. PURCHASER'S EXECUTION OF THIS INSTRUMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. CLOSING IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

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

SELLER

THE NATURE CONSERVANCY

Betty Hernandez

Witness as to Seller

Maria Melchiori

By: Maria Melchiori

As its: Chief Operating Officer

Barbara J. Berger

Witness as to Seller

53-0242652

F.E.I.N.

11/01/06

Date signed by Seller

Phone No. 407-682-3664

8 a.m. - 5 p.m.

PURCHASER

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

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

[Signature]

Witness as to Purchaser

[Signature]

BY:

NAME: Deborah Peckell

AS ITS: Assistant Division Director

Avis S. Leckett

Witness as to Purchaser

11/20/06

Date signed by Purchaser

Approved as to Form and Legality

By:

Date:

[Signature]

11.16.06

BOARD OF COUNTY COMMISSIONERS OF
MARION COUNTY, FLORIDA

BY: *James T. Payton, Jr.*
NAME: James T. Payton, Jr.
AS ITS: Chairman

ATTEST:

David R. Ellspermann
David R. Ellspermann, Clerk

November 7, 2006
Date signed by Purchaser

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 1st day of November, 2006, by Maria Melchiori as Chief Operating Officer of The Nature Conservancy on behalf of the corporation. Such person(s) (Notary Public must check applicable box):

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

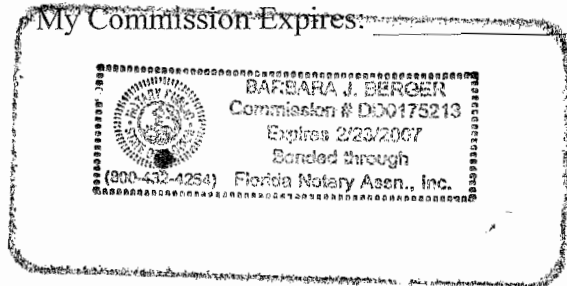
(NOTARY PUBLIC SEAL)

Barbara J. Berger
Notary Public

(Printed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____



STATE OF Florida)

COUNTY OF Leon)

The foregoing instrument was acknowledged before me this 20th day of November, 2006, by Deborah Poppell, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He/She is personally known to me.

(NOTARY PUBLIC SEAL)

Avis G. Lockett

Notary Public



Avis G. Lockett

Commission # DD341437

Expires September 19, 2008

(Printed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

STATE OF FLORIDA)

COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 7th day of November 2006, by James T. Payton, Jr. as Chairman of the Board of County Commissioners of Marion County, Florida, on behalf of the Commission. Such person(s) (Notary Public must check applicable box):

is/are personally known to me.

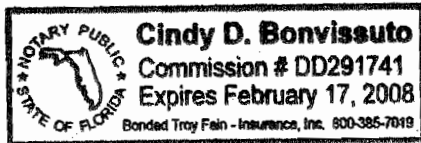
produced a current driver license(s).

produced _____ as identification.

(NOTARY PUBLIC SEAL)

Cindy D. Bonvissuto

Notary Public



(Printed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

A parcel of land lying in Township 14 South, Ranges 22 and 23 East, Marion County, Florida, described as follows:

That part of the South $\frac{3}{4}$ of the East $\frac{3}{4}$ of Section 12, Township 14 South, Range 22 East lying South and West of NE 97th Street Road (also known as Anthony-Burbank Road and being described in Official Records Book 69, page 314 of the Public Records of Marion County);

LESS and EXCEPT that part lying within the right of way of NE 58th Avenue (also known as Baseline Road and being described in Official Records Book 1262, page 1931 of the Public Records of Marion County);

AND

The East $\frac{1}{2}$ of Section 14, Township 14 South, Range 22 East;

LESS and EXCEPT the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 14;

ALSO LESS and EXCEPT a parcel of land described as follows:
Commencing N $00^{\circ} 31' 45''$ E, 931.68 feet from the Southwest corner of the Southeast $\frac{1}{4}$ of Section 14, Township 14 South, Range 22 East for a POINT OF BEGINNING; thence N $86^{\circ} 38' 25''$ E, 933.25 feet; thence N $02^{\circ} 21' 35''$ W, 397.28 feet; thence S $86^{\circ} 38' 25''$ W, 638.66 feet; thence S $02^{\circ} 21' 35''$ E, 373.28 feet; thence S $86^{\circ} 38' 25''$ W, 292.96 feet; thence S $00^{\circ} 31' 45''$ W, 24.05 feet to the POINT OF BEGINNING;

ALSO LESS and EXCEPT that part lying within a 50 foot right of way described in Official Records Book 1393, page 1607 of the Public Records of Marion County as follows:

A 50 foot ROW 25 feet each side of center line and Beginning at the SW corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14, Township 14 South, Range 22 East; thence East to North-South $\frac{1}{4}$ section line; thence South along said $\frac{1}{4}$ section line to the NW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of same Section; thence East 468 feet to cemetery;

ALSO LESS and EXCEPT the West 25 feet of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 14;

AND

EXHIBIT "A"

ALSO LESS and EXCEPT the West 25 feet of the West ½ of the Southeast ¼ of said Section 14;

AND:

That part of the Southeast ¼ of the Southeast ¼, the West ½ of the Southeast ¼, and the South 13 chains of the Southwest ¼ of the Northeast ¼ of Section 22, Township 14 South, Range 22 East lying East of the CSX Railroad right of way;

LESS and EXCEPT the North 7 ½ chains of said Southeast ¼ of the Southeast ¼;

ALSO LESS and EXCEPT that part lying within the right of way of County Road Number S326 (formerly known as State Road Number S326);

ALSO LESS and EXCEPT a parcel of land in the Northeast ¼ of said Section 22 described in Official Records Book 2994, page 506 of the Public Records of Marion County as follows:

Commencing at the East ¼ corner of said Section 22; thence N 89° 50' 24" W, along the South line of the Northeast ¼ of said Section 22, a distance of 2140.03 feet to the Easterly right of way line of the CSX Railroad; thence N 21° 17' 10" W, along said Easterly right of way, 53.72 feet, to the North right of way line of State Road Number S326 and the POINT OF BEGINNING; thence continue N 21° 17' 10" W, along said Easterly right of way line, 306.00 feet; thence S 89° 50' 24" E, 306.00 feet; thence S 21° 17' 10" E, 306.00 feet to the aforementioned Northerly right of way line of State Road Number S326; thence N 89° 50' 24" W, along said Northerly right of way line, 306.00 feet to the POINT OF BEGINNING;

AND:

The East ½; the North ¾ of the West ½; the North 10 chains of the West 15 chains of the Southwest ¼ of the Southwest ¼ (also described as Lot 3 per plat recorded in Plat Book "A", Page 35 of the Public Records of Marion County); The East ¼ of the Southeast ¼ of the Southwest ¼ (also described as Lots 12 and 13 per plat recorded in Plat Book "A", Page 35 of the Public Records of Marion County); and Lots 14, 18, 19 and 20 per plat recorded in Plat Book "A" Page 35 of the Public Records of Marion County; all lying in Section 23, Township 14 South, Range 22 East;

LESS and EXCEPT that part lying within the right of way of County Road Number S326 (formerly known as State Road Number S326);

EXHIBIT "A"

ALSO LESS and EXCEPT that part lying within the right of way of NE 40th Avenue Road (also known as NE Indian Lake Blvd.) as shown on the plat of Ocala Springs, Unit No. Three, as recorded in Plat Book "M", Page 23 of the Public Records of Marion County;

AND:

All of Section 24, Township 14 South, Range 22 East;

LESS and EXCEPT that part lying within the right of way of County Road Number S326 (formerly known as State Road Number S326);

ALSO LESS and EXCEPT that part lying within the right of way of NE 58th Avenue (also known as Baseline Road and County Road 35 and being described in Official Records Book 436, page 378 and Official Records Book 1262, page 1931 of the Public Records of Marion County);

AND:

All of Section 25, Township 14 South, Range 22 East;

LESS and EXCEPT that part lying within the right of way of County Road Number S326 (formerly known as State Road Number S326);

ALSO LESS and EXCEPT that part lying within the right of way of NE 58th Avenue (also known as Baseline Road and County Road 35 and being described in Official Records Book 436, page 378; Official Records Book 1262, page 1931; and Official Records Book 3202, page 1448 of the Public Records of Marion County);

ALSO LESS and EXCEPT that part lying within the Seminole Electric transmission line right of way of described as "Parcel No. MA-48" in the Order of Taking recorded in Official Records Book 1055, page 614 of the Public Records of Marion County;

AND:

That part of Section 26, Township 14 South, Range 22 East lying East of the CSX Railroad right of way;

LESS and EXCEPT the Northeast ¼ of said Section 26;

ALSO LESS and EXCEPT a parcel of land described in Official Records Book 1322, page 1886 of the Public Records of Marion County as follows:

EXHIBIT "A"

A parcel of land lying in the NW ¼ of Section 26, Township 14 South, Range 22 East, Marion County, Florida, being more particularly described as follows: From the NE corner of said NW ¼ run S 00°06'47" W along the East line of said NW ¼ a distance of 1364.87 feet; thence S 89°56'52" W, parallel with the North line of said NW ¼, a distance of 631.93 feet to the POINT OF BEGINNING of the herein described parcel; thence S 00°06'47" W, parallel with the East line of said NW ¼, a distance of 1072.31 feet; thence S 89°56'52" W, 840.80 feet to the Easterly right of way line of NE 40th Avenue Road, said Easterly right of way line lying 10 feet Easterly and parallel with the right of way line described in Official Records Book 646, Page 248 of the Public Records of Marion County, Florida; thence run along the aforesaid Easterly right of way line N 00°00'00" E, 429.33 feet to the P.C. of a curve concave to the East having a radius of 1450.00 feet and a central angle of 26°19'45"; thence run Northeasterly along the arc of said curve a distance of 666.32 feet; thence departing from said curve and said right of way line run N 89°56'52" E, parallel with the North line of said NW ¼, a distance of 692.50 feet to the POINT OF BEGINNING.

ALSO LESS and EXCEPT those parcels of land described in Official Records Book 1358, page 1454 of the Public Records of Marion County as follows:

(Parcel #1) Commence at the SE corner of the SW ¼ of Section 26, Township 14 South, Range 22 East; thence N 89° 54' 07" W, along the South line of said Section 26 a distance of 1055.03 feet to the POINT OF BEGINNING; thence continue N 89° 54' 07" W, along said South line a distance of 270.45 feet to a point on the East right of way line of NE 38th Terrace; thence N 00° 00' 35" E, along a Northerly projection of said East right of way line a distance of 9.28 feet to the P.C. of a curve, concaved Southeasterly, having a central angle of 106° 00' 23" and a radius of 25 feet; thence Northeasterly along the arc of said curve a distance of 46.25 feet to the P.T. of said curve, said point also being on a curve, concaved Northeasterly, having a central angle of 15° 55' 05" and a radius of 870 feet; thence Southeasterly along the arc of said curve a distance of 241.71 feet to the P.T. of said curve and the POINT OF BEGINNING (chord bearing and distance between said points being S 81° 56' 34" E, 240.93 feet).

(Parcel #2) Commence at the SE corner of the SW ¼ of Section 26, Township 14 South, Range 22 East; thence N 89° 54' 07" W, along the South line of said Section 26 a distance of 1385.48 feet to the POINT OF BEGINNING, said point being on the West right of way line of NE 38th Terrace; thence continue N 89° 54' 07" W, along said South line a

EXHIBIT "A"

distance of 700.51 feet to a point on the Easterly right of way line of the Seaboard System Railroad, said point being 50 feet from, measured at a right angle to, the centerline of said railroad; thence N 16° 51' 04" W, along said Easterly right of way line a distance of 61.45 feet to a point on a curve, concaved Northwesterly, having a central angle of 21° 22' 23" and a radius of 1125.03 feet; thence Northeasterly along the arc of said curve a distance of 419.67 feet to a point (chord bearing and distance between said points being N 54° 53' 57" E, 417.24 feet), said point being the P.C. of a curve, concaved Southerly, having a central angle of 86° 15' 39" and a radius of 25 feet; thence Easterly along the arc of said curve a distance of 37.64 feet to the P.T. of said curve; thence S 49° 31' 36" E, 144.66 feet to the P.C. of a curve, concaved Northeasterly, having a central angle of 17° 07' 58" and a radius of 870 feet; thence Southeasterly along the arc of said curve a distance of 260.15 feet to the P.T. of said curve, said point also being the P.C. of a curve, concaved Southwesterly, having a central angle of 73° 37' 04" and a radius of 25 feet; thence Southeasterly along the arc of said curve a distance of 32.12 feet to the P.T. of said curve, said point also being the P.C. of a curve, concaved Easterly, having a central angle of 06° 56' 55" and a radius of 293.09 feet; thence Southerly along the arc of said curve a distance of 35.55 feet to the P.T. of said curve, said point being on a Northerly projection of the West right of way line of said NE 38th Terrace; thence S 00° 00' 35" W, along said Northerly projection a distance of 9.19 feet to the POINT OF BEGINNING.

ALSO LESS and EXCEPT that part lying within the right of way of NE 40th Avenue, NE 49th Street, and NE 38th Terrace as described in Official Records Book 1499, page 1097 of the Public Records of Marion County;

AND:

All of Silver Springs Park Addition as recorded in Plat Book "B", Page 243 of the Public Records of Marion County;

LESS and EXCEPT the following lots in said Silver Springs Park Addition:

Lots 10 and 12, Block 2;

Lots 6, 8, 22 and 24, Block 3;

Lots 1, 3, 6, 8, 26 and 28, Block 4;

Lots 14, 16, 18, and 20, Block 5;

Lots 17 and 19, Block 6;

Lots 13, 15, 21 and 23, Block 8;

Lots 10, 12, 17, 19, 21, 23, 25 and 27, Block 10;

Lots 5 and 7, Block 11;

Lots 14, 16, 17, 18, 19, 20, 26 and 28, Block 12;

EXHIBIT "A"

Lots 10, 12, 26 and 28, Block 13;
Lots 21 and 23, Block 14;
Lots 21, 22, 23 and 24, Block 15;
Lots 14 and 16, Block 17;
Lots 1, 3, 6, 8, 17 and 19, Block 18;
Lots 5, 7, 9, 11, 26 and 28, Block 19;
Lots 14 and 16, Block 20;
Lots 10, 12, 14, 16, 18, and 20, Block 22;
Lots 9, 11, 22 and 24, Block 23;
Lots 14 and 16, Block 24;
Lots 10, 12, 13 and 15, Block 25;
Lots 6, 8, 14, 16, 30 and 32, Block 26;
Lots 1, 2, 3, 4, 5, 6, 24, 26, 27, 28, 29, 30, 31 and 32, Block 27;
Lots 14 and 16, Block 28;
Lots 9, 11, 22 and 24, Block 29;
Lots 18 and 20, Block 30;
Lots 9, 10, 11, 12, 25, 26, 27 and 28, Block 32;
Lots 18, 20, 22, 24, 25 and 27, Block 33;
Lots 10, 12, 13, 14, 15, 16, 23, 25 and 27, Block 35;
Lots 1, 2, 3, 4 and 5, Block 37;
Lots 5 and 7, Block 38;
Lots 10, 12, 14 and 16, Block 40;
Lots 2 and 4, Block 41;
Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and the
East 5 feet of Lots 31 and 32, Block 43;
Lots 18 and 20, Block 44;
Lots 1 through 32, inclusive, Block 45;
Lots 2, 4, 6 and 8, Block 46;
Lots 2, 4, 21 and 23, Block 48;
Lots 9 and 11, Block 49;
Lots 18 and 20, Block 51;
Lot 8, Block 53;
Lots 13, 15, 21, 23, 26 and 28, Block 54;
Lots 1, 3, 5 and 7, Block 55;
Lots 13 and 15, Block 57;
Lots 5, 7, 9, 11, 18 and 20, Block 58;
Lots 9 and 11, Block 59;
Lots 16, 18, 28, 30 and 32, Block 61;
Lots 29, 30, 31 and 32, Block 62;
Lots 5, 7, 30 and 32, Block 63;
Lots 17, 19, 25 and 27, Block 64;
Lots 5, 7, 13, 14, 15 and 16, Block 65;

EXHIBIT "A"

Lots 2, 4, 6, 8, 10, 12, 14, 16, 25, 26, 27, 28, 29, 30, 31 and 32, Block 66;

AND:

That part of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 14 South, Range 22 East lying East of the CSX Railroad right of way;

AND:

The Northeast $\frac{1}{4}$; the North $\frac{3}{4}$ of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the East 6 chains of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, LESS the East 14 feet of the South 210 feet thereof; and the East 60 feet of the West 264 feet of the North 105 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 14 South, Range 22 East;

LESS and EXCEPT that part lying within the right of way of NE 58th Avenue (also known as Baseline Road and County Road 35, and being described in Official Records Book 436, page 378 of the Public Records of Marion County);

ALSO LESS and EXCEPT that part lying within the right of way of NE 55th Avenue Road (also known as Baseline Road Extension and County Road 35, and being described in Official Records Book 646, page 249 of the Public Records of Marion County);

ALSO LESS and EXCEPT that part lying within the right of way of NE 35th Street (also known as Joy Avenue, and being described in Official Records Book 1523, page 1462 of the Public Records of Marion County);

ALSO LESS and EXCEPT that part lying within the Seminole Electric transmission line right of way of described as "Parcel No. MA-48" in the Order of Taking recorded in Official Records Book 1055, page 614 of the Public Records of Marion County;

AND:

That part of the Southwest $\frac{1}{4}$ of Section 7, Township 14 South, Range 23 East lying South and West of NE 97th Street Road (also known as Anthony-Burbank Road, and being described in Official Records Book 69, page 314 of the Public Records of Marion County);

LESS and EXCEPT that part lying within the right of way of NE 58th Avenue (also known as Baseline Road and County Road 35, and being

EXHIBIT "A"

described in Official Records Book 1262, page 1931 of the Public Records of Marion County);

AND:

That part of Section 18, Township 14 South, Range 23 East lying South of NE 90th Street Road (also known as Anthony-Burbank Road, as shown on the Maintained Right of Way Map for Project Number FY 97/98-44,900C, dated 02-18-1999 prepared by the Marion County Engineering Department);

LESS and EXCEPT the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 18;

ALSO LESS and EXCEPT a parcel of land described as:
Commence at the Southeast corner of said Section 18, thence West, 380 feet; thence in a Northeasterly direction to a point on the East boundary of said Section 18 that is 1140 feet North of the Southeast corner; thence South, 1140 feet to the POINT OF BEGINNING;

ALSO LESS and EXCEPT a parcel being an unrecorded Burial Ground with the POINT OF BEGINNING and Southwest corner of said parcel bearing N $61^{\circ} 44' 47''$ E, 2627.44 feet from the Southwest corner of said Section 18; thence N $01^{\circ} 28' 13''$ E, 199.86 feet to a point; thence N $85^{\circ} 38' 01''$ E, 77.48 feet to a point; thence S $00^{\circ} 21' 31''$ W, 204.24 feet to a point, thence S $88^{\circ} 58' 15''$ W, 81.12 feet to the POINT OF BEGINNING;

ALSO LESS and EXCEPT that part lying within the right of way of NE 58th Avenue (also known as Baseline Road and County Road 35, and being described in Official Records Book 1262, page 1931 of the Public Records of Marion County);

AND:

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 14 South, Range 23 East, EXCEPT the West 30 feet thereof for road right of way.

EXHIBIT "B"

A parcel of land lying in Township 14 South, Ranges 22 and 23 East, Marion County, Florida, described as follows:

All of Section 13, Township 14 South, Range 22 East;

LESS and EXCEPT that part lying within the right of way of NE 58th Avenue (also known as Baseline Road and being described in Official Records Book 1262, page 1931 of the Public Records of Marion County);

AND

All of Section 24, Township 14 South, Range 22 East;

LESS and EXCEPT that part lying within and southwesterly of the right of way of County Road Number S326 (formerly known as State Road Number S326);

ALSO LESS and EXCEPT that part lying within the right of way of NE 58th Avenue (also known as Baseline Road and County Road 35 and being described in Official Records Book 436, page 378 and Official Records Book 1262, page 1931 of the Public Records of Marion County);

ALSO LESS and EXCEPT that part lying in Tract A and that portion of N.E. Indian Lake Boulevard, lying southeast of and adjacent to Tract A, of Ocala Springs, Unit 1, as recorded in Plat Book M, pages 1 through 12, of the Public Records of Marion County, Florida;

ALSO LESS and EXCEPT that part lying in Tracts A & B and that portion of N.E. Indian Lake Boulevard, lying northwest of and adjacent to Tract A, of Ocala Springs, Unit 4, as recorded in Plat Book M, pages 34 through 48, of the Public Records of Marion County, Florida;

ALSO LESS and EXCEPT that part lying within the right of way of N.E. 64th Street as shown on the plat of Ocala Springs, Unit 4, as recorded in Plat Book M, pages 34 through 48, of the Public Records of Marion County, Florida;

ALSO LESS and EXCEPT that part of the SE ¼ of said Section 24, lying East of N.E. 56th Avenue and South of N.E. 64th Street as shown on the plat of Ocala Springs, Unit 4, as recorded in Plat Book M, pages 34 through 48, of the Public Records of Marion County, Florida.

EXHIBIT "B"

AND

That part of the Southwest $\frac{1}{4}$ of Section 7, Township 14 South, Range 23 East lying South and West of NE 97th Street Road (also known as Anthony-Burbank Road, and being described in Official Records Book 69, page 314 of the Public Records of Marion County);

LESS and EXCEPT that part lying within the right of way of NE 58th Avenue (also known as Baseline Road and County Road 35, and being described in Official Records Book 1262, page 1931 of the Public Records of Marion County);

AND

That part of Section 18, Township 14 South, Range 23 East lying South of NE 90th Street Road (also known as Anthony-Burbank Road, as shown on the Maintained Right of Way Map for Project Number FY 97/98-44,900C, dated 02-18-1999 prepared by the Marion County Engineering Department);

LESS and EXCEPT the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 18;

ALSO LESS and EXCEPT a parcel of land described as:
Commence at the Southeast corner of said Section 18, thence West, 380 feet; thence in a Northeasterly direction to a point on the East boundary of said Section 18 that is 1140 feet North of the Southeast corner; thence South, 1140 feet to the POINT OF BEGINNING;

ALSO LESS and EXCEPT that part lying within the right of way of NE 58th Avenue (also known as Baseline Road and County Road 35, and being described in Official Records Book 1262, page 1931 of the Public Records of Marion County);

EXHIBIT "C"

Form of Special Warranty Deed

Prepared by and return to:

SPECIAL WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, A.D., 200_, between **The Nature Conservancy, a nonprofit corporation organized and existing under the laws of the District of Columbia, authorized to transact business in the State of Florida as The Nature Conservancy, Inc.**, whose address is 222 South Westmonte Drive, Suite 300, Altamonte Springs, Florida 32714-4269, grantor, and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used herein the terms grantor and grantee include all the parties to this instrument and their heirs, legal representatives, successors and assigns. Grantor and grantee are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantees successors and assigns forever, the following described land situate, lying and being in Marion County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel ID Number: _____

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

TO HAVE AND TO HOLD the same unto the said grantee in fee simple forever **AND** the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor, but against none other.

EXHIBIT "D"

ENVIRONMENTAL AFFIDAVIT
(OTHER)

_____ ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Seller (as hereinafter defined) makes these representations to the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Purchaser"), and Affiant further states to Seller's actual knowledge:

1. That the Affiant is the _____ State Director of The Nature Conservancy, a District of Columbia nonprofit corporation ("Seller"), and she has been authorized by the Seller to make this Affidavit on Seller's behalf.

2. That Seller is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Marion County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property").

3. That Seller is conveying the Property to BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

4. For purposes of this Affidavit the term "Environmental Law" shall mean any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Law.

5. As of the date of Seller's conveyance of the Property to BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, Seller warrants and represents to Purchaser, its successors and assigns that:

(i) Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property and, to the Seller's actual knowledge and after Seller's review of the environmental site assessment prepared by _____, dated _____ (the "ESA"), no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

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

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

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

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

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

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

The Nature Conservancy

By: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

SWORN TO and subscribed before me this _____ day of _____, 2006, by _____ . Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Notary Public

(Printed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(CORPORATION/PARTNERSHIP)

Before me, the undersigned authority, personally appeared Maria Melchiori ("affiant"), this _____ day of November, 2006, who, first being duly sworn, deposes and says:

1) That affiant is the Chief Operating Officer of The Nature Conservancy, as "Seller", whose address is 222 South Westmonte Drive, Suite 300, Altamonte Springs, Florida 32714, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. At the date of closing the Seller will be the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
The Nature Conservancy	222 S. Westmonte Drive Suite 300 Altamonte Springs, FL 32714	100%

The Nature Conservancy is a nonprofit District of Columbia corporation exempt from Federal taxation under Section 501 (c) (3) of the Internal Revenue Code organized for the purpose of preserving and protecting natural diversity. None of the members of its Board of Governors, Trustees, or officers will personally receive any monetary compensation from, or hold a beneficial interest related to this transaction.

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or

consultant's fees or any other fees or other benefits incident to the sale of the Property are: **(if non-applicable, please indicate "None" or "Non-Applicable")**

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Tallahassee Title Group, LLC	1407 Piedmont Dr. E. Tallahassee, FL 32308	Title Insurance	\$68,328.00

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: **(if non-applicable, please indicate "None" or "Non-Applicable")**

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Avatar Properties, Inc. 201 Alhambra Circle 12th Floor Coral Gables, FL 33134 (SELLER)	10/20/06	Contract	\$76,245,000
The Nature Conservancy 222 S. Westmonte Dr., #300 Altamonte Springs, FL 32714 (PURCHASER)			

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

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT


 Maria Melchiori

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

SWORN TO and subscribed before me this 1st day of Nov., 2006, by Maria Melchiori. Such person(s) (Notary Public must check applicable box):

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

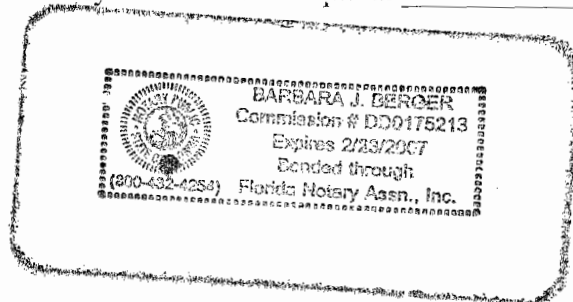
(NOTARY PUBLIC SEAL)

Barbara J. Berger
Notary Public

(Printed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____



ADDENDUM
(CORPORATE/NON-FLORIDA)

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

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

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

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

At the closing, Seller shall deliver to Purchaser an opinion of counsel from an attorney licensed to practice law in the State of Florida and an active member in good standing with the Florida Bar, to the effect that the covenants, representations and warranties contained above in this paragraph B. are true

and correct as of the closing date. In rendering the foregoing opinion, such counsel may rely as to factual matters upon such other documents as counsel may deem necessary and advisable.

SELLER

PURCHASER

THE NATURE CONSERVANCY

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

BY: Maria Melchiori
MARIA MELCHIORI
ITS: CHIEF OPERATING OFFICER
(CORPORATE SEAL)

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

53-0242652
F.E.I.N.

11/10/06
Date Signed by Seller

Phone No. 407-682-3664
8 a.m. - 5 p.m.

BY: [Signature]
NAME: Deborah Poppell
AS ITS: Assistant Division Director

11/20/06
Date signed by Purchaser

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

BY: [Signature]
NAME: James T. Payton, Jr.
AS ITS: Chairman

November 7, 2006
Date signed by Purchaser

ADDENDUM
(IMPROVEMENTS/PURCHASER)

A. 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 public health unit. This notice is being provided in accordance with Section 404.056(5), Florida Statutes. Purchaser may, at its sole cost and expense, have the buildings that will remain on the Property inspected and tested for radon gas or radon progeny by a qualified professional properly certified by the Florida Department of Health and Rehabilitative Services. If radon gas or radon progeny is discovered, Purchaser shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) extend the Option Expiration Date, during which time Seller shall eliminate said radon gas or radon progeny from the Property or (c) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

B. Wood Destroying Organisms Inspection Report. Purchaser may, at its sole cost and expense, obtain a Wood Destroying Organisms Inspection Report made by a state licensed pest control firm showing the buildings that are to remain on the Property to be visibly free of infestation or damage by termites or other wood-destroying pests. If the report shows such infestation or damage, Purchaser shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) extend the Option Expiration Date, during which time Seller shall eliminate such infestation and repair such damage to the satisfaction of DSL, in its sole discretion, or (c) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

C. Maintenance of Improvements. Purchaser may, at its expense, have inspections made of said items by licensed persons dealing in the repair and maintenance thereof. If the inspection reveals that any of the improvements that will remain on the Property are in need of repair, Purchaser shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

Signatures begin on the next page

SELLER

PURCHASER

THE NATURE CONSERVANCY

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

Maria Melchiori
By: MARIA MELCHIORI
As its: CHIEF OPERATING OFFICER

By: [Signature]
NAME: Deborah Pappell
DIVISION OF STATE LANDS,
DEPARTMENT OF ENVIRONMENTAL
PROTECTION, as agent for and on behalf of the
Board of Trustees of the Internal Improvement
Trust Fund of the State of Florida

11/01/06
Date signed by Seller

11/20/06
Date signed by Purchaser

BOARD OF COUNTY COMMISSIONERS OF
MARION COUNTY, FLORIDA

BY: [Signature]
NAME: James T. Payton, Jr.

AS ITS: Chairman

November 7, 2006
Date signed by Purchaser