

EXCHANGE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, between, SUWANNEE RIVER WATER MANAGEMENT DISTRICT ("First Party"), whose address is 9225 CR 49, Live Oak, Florida 32060, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Second Party" or "Trustees"), whose address is 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000. Second Party'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 promises set out below, the parties agree as follows:

1. PROPERTY TO BE EXCHANGED. First Party agrees to convey to Second Party the real property owned by First Party containing 986 acres, more or less, located in Madison County, Florida, and shown on the map attached hereto as Exhibit A ("Parcel One"). Second Party agrees to convey to First Party the real property owned by Second Party located in Madison County, Florida, more fully described in Exhibit B ("Parcel Two"). Both parcels include all improvements, easements, appurtenances and hereditaments pertaining to the property. This agreement is contingent upon Second Party's acquisition of Parcel Two and upon the Acquisition and Restoration Council, an agency created under Section 259.035, Florida Statutes (the "ARC") approving the inclusion of the Parcel One within the boundaries of one of the Florida Department of Environmental Protection's projects. If Second Party is unable to acquire Parcel Two or if the ARC does not include the Parcel One within the boundaries of a project, prior to closing, this contract will automatically be terminated, and the parties released from all obligations hereunder.
2. VALUATION OF PARCEL ONE. For purposes of the exchange to be effected under this Agreement, the parties agree to a value for Parcel One is equal to or greater than the value of Parcel Two.
 - 2.B. SETTLEMENT OF A DIFFERENCE IN VALUE. Neither party shall pay the other any money to settle any difference in the values of the parcels.
3. ENVIRONMENTAL SITE ASSESSMENT (ESA). First Party may obtain in its discretion and at its sole cost and expense an environmental site assessment of Parcel Two. ~~or~~ Second Party may obtain in its discretion and at its sole cost and expense an environmental site assessment of Parcel One.
4. SURVEY. First Party has provided to Second Party a survey of the majority of Parcel One meeting the requirements of DSL. No later than 60 days after the this Agreement is approved by the Second Party, the Second Party will have the remainder of Parcel One surveyed at the Second Party's sole cost and expense, and deliver a copy of the same to the First Party. If the First Party does not agree that such survey accurately reflects the area agreed to make up the Parcel One, the First Party shall give written notice of the same within 10 days after the First Party's receipt of such survey. Upon receipt of such objections, the parties shall attempt to

resolve the difference failing which either party may cancel this Agreement with the parties relieved of all further obligations hereunder.

All Surveys shall be certified to both the First Party, the Second Party, all applicable title insurers and closing agents within 90 days before the date of closing unless this 90 day time period is waived by DSL and by the title insurer. If any Survey shows any matter materially affecting the marketability of title to any parcel or any encroachment or that improvements intended to be located on either parcel encroach on the land of others, the same shall be treated as a title defect.

First Party may obtain in its discretion and at its sole cost and expense a boundary survey of Parcel Two.

5. TITLE INSURANCE. First Party shall at First Party's sole cost and expense and within 5 days of Second Party's execution of this Agreement furnish to DSL a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from Chicago Title Insurance Company insuring marketable title of Second Party to Parcel One in an amount equal to \$_____. First Party shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens. The cost and expense of the title insurance commitment shall be paid by the First Party even if this Agreement does not close.

First Party may obtain in its discretion and at its sole cost and expense a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy for Parcel Two.

6. DEFECTS IN TITLE. First Party shall, within thirty (30) days after notice from DSL, (which notice may be given no later than 30 days after DSL's receipt of the title insurance commitment for Parcel One) remove all defects in title to Parcel One. First Party agrees to use diligent effort to correct the defects in title within the time provided therefor. If First Party is unsuccessful in removing the title defects within said time, Second Party shall have the option to either: (a) accept the title as it then is and close this transaction, (b) cut out the affected portion of Parcel One, or (c) terminate this Agreement, thereupon releasing the parties hereto from all further obligations under this Agreement.

Second Party shall, within thirty (30) days after notice from First Party, (which notice may be given no later than 30 days after Second Party's approval of this Agreement) remove all defects in title to Parcel Two. Second Party agrees to use diligent effort to correct the defects in title within the time provided therefor. If Second Party is unsuccessful in removing the title defects within said time, First Party shall have the option to either: (a) accept the title as it then is and close this transaction, (b) cut out the affected portion of Parcel One and reduce the value of Parcel One by an amount equal to the product of the per-acre value of Parcel One for the acres

being cut out, multiplied by the acreage cut out, or (d) terminate this Agreement, thereupon releasing the parties hereto from all further obligations under this Agreement.

6.A. “AS IS” CONDITION. The parties accept the parcels to be conveyed herein in their present physical condition, subject to: (a) any violation of governmental building, environmental, and safety codes, restrictions, or requirements. Neither party extends any warranties or representations concerning the parcels.

7. INTERESTS CONVEYED. At closing, First Party shall execute and deliver to Second Party a Deed of Conveyance Pursuant to 373.099 F.S., conveying all of the First Party’s interest in Parcel One subject to easements, reservations, restrictions and other interests of record. At closing, Second Party will execute and deliver to First Party a quitclaim deed for Parcel Two conveying all of the Second Party’s interest in Parcel Two, subject to easements, reservations, restrictions and other interests of record. Neither party extends and intends any representations or warranties of any kind regarding either parcel. The parties acknowledge that the above conveyance shall be in “as is” condition. Neither party shall reserve any phosphate, minerals, metals or petroleum interests.

8. PREPARATION OF CLOSING DOCUMENTS. First Party shall prepare all closing documents and send the same to DSL for review in sufficient time for closing. Such closing documents shall include without limitation, the deeds described in paragraph 7. of this Agreement, Second Party's and First Party's closing statements and the Second Party’s and First Party’s possession and lien affidavits and an environmental affidavit for Parcel One.

9. DSL'S REVIEW FOR CLOSING. DSL will approve or reject each item provided by First Party under this Agreement. First Party will have 5 days thereafter to remove and resubmit any rejected items. If both parties cannot agree on the form of the closing documents prior to the Closing Date, then either party may terminate this Agreement, thereupon releasing the parties hereto from all further obligations under this Agreement.

10. EXPENSES. First Party shall also pay the cost of recording the deeds required by paragraph 7. of this Agreement. The deeds shall not be subject to documentary stamp tax.

11. TAXES AND ASSESSMENTS. At closing, First Party shall satisfy all real estate taxes and assessments of record, if any, that are or that may become a lien against Parcel One. If Second Party acquires fee title to Parcel One between January 1 and November 1, First Party shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes, if any, prorated to the date of transfer, based upon the current assessment and millage rates on Parcel One. If Second Party acquires fee title to Parcel One on or after November 1, First Party 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, if any.

12. CLOSING PLACE AND DATE. The closing shall within 90 days after Second Party's approval of this Agreement, provided, however, closing shall occur on or before September 1, 2013 (the "Closing Date" or closing).

13. RISK OF LOSS AND CONDITION OF PARCELS. Each party assumes all risk of loss or damage to that party's parcel prior to the date of closing and agrees that each party's parcel shall be transferred and conveyed to the other party in the same or essentially the same condition as of the date of execution of this Agreement, ordinary wear and tear excepted. If between the date this Agreement is executed by the parties and the date of closing the condition of either parcel as it existed on the date this Agreement is altered by an act of God or other natural force beyond the control of the parties, the party who is to receive the altered parcel may elect, at said recipient's sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. First Party represents and warrants that there are no parties other than the First Party in occupancy or possession of any part of Parcel One other than the Florida Forest Service. First Party warrants that there are no facts known to First Party materially affecting the value of Parcel One that are not readily observable by Second Party or which have not been disclosed to Second Party.

All wells located on Parcel One, if any, shall be duly abandoned at the First Party's sole cost and expense prior to closing unless this requirement is waived by DSL in writing. First Party warrants that any billboards on Parcel One shall be removed prior to closing.

First Party agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from Parcel One to the satisfaction of DSL prior to closing. If First Party does not remove all trash and debris from Parcel One prior to closing, Second Party, at its sole option, may elect to terminate this Agreement, and neither party shall have any further obligations under the Agreement.

14. RIGHT TO ENTER AND POSSESSION. Each party agrees that from the date this Agreement is executed by the parties, officers, attorneys and duly authorized agents of each party, upon reasonable notice, shall have at all times the right and privilege of entering the other party's parcel for all lawful purposes in connection with the this Agreement. Each party shall deliver possession of that party's parcel to the other party at closing.

15. ACCESS. Both parties have determined that there is legal and practical ingress and egress for both parcels.

16. DEFAULT. If First Party defaults under this Agreement, Second Party may waive the default and proceed to closing, seek specific performance, or refuse to close and cancel this Agreement with both parties being relieved of all further obligations hereunder. If Second Party defaults under this Agreement, First party may waive the default and proceed to closing, seek specific performance, or refuse to close and cancel this Agreement with both parties being relieved of all further obligations hereunder. The remedies set out in this paragraph are the sole

and exclusive remedies for either party's default under this Agreement.

17. BROKERS. Both parties warrant 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 the subsequent closing.

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

19. ASSIGNMENT. This Agreement may not be assigned without the prior written consent of the other party.

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

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

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

23. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

First Party 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.

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

25. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto and approved by or on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

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

27. NOTICE. Whenever a party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, 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.

28. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of the parties set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 7. of this Agreement.

29. CERTIFICATION REGARDING TERRORISM. First Party hereby certifies that to the best of First Party's knowledge, after making all appropriate inquiries, First Party is in compliance with, and shall use Parcel Two, as well as any funds derived from the exchange of Parcel One for Parcel Two in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2239A-C, and U.S. Presidential Executive Orders 12947 and 13224.

SECOND PARTY'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. PROVIDED THAT AT ANY TIME PRIOR TO SUCH APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, THE FIRST PARTY MAY REVOKE ITS APPROVAL OF THIS AGREEMENT BY WRITTEN NOTICE TO THE SECOND PARTY, AND UPON THE DELIVERY OF SUCH WRITTEN NOTICE BOTH PARTIES SHALL BE RELEASED OF ALL FURTHER OBLIGATIONS UNDER THIS AGREEMENT. SECOND PARTY'S DUTY TO PERFORM HEREUNDER IS CONTINGENT ON 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 FLORIDA LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER REVENUE BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

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

(Signature Blocks)

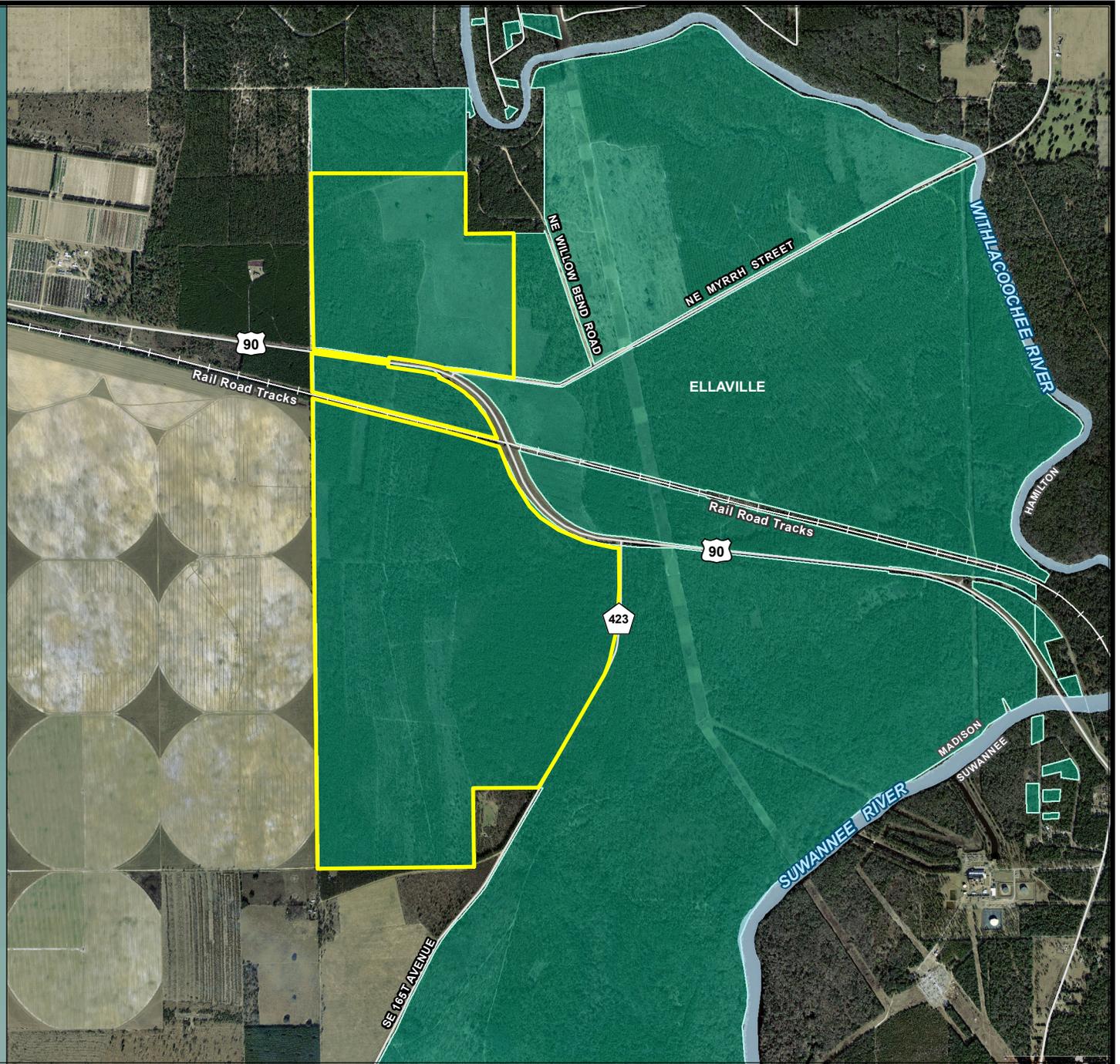
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EXHIBIT A (Parcel 1)

-  Ellaville Sandhill
Boundary = 986 Acres
-  SRWMD Fee
Land



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program of the Division of Land Resources, to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066. Madison 2010 NC 1 FT Imagery.



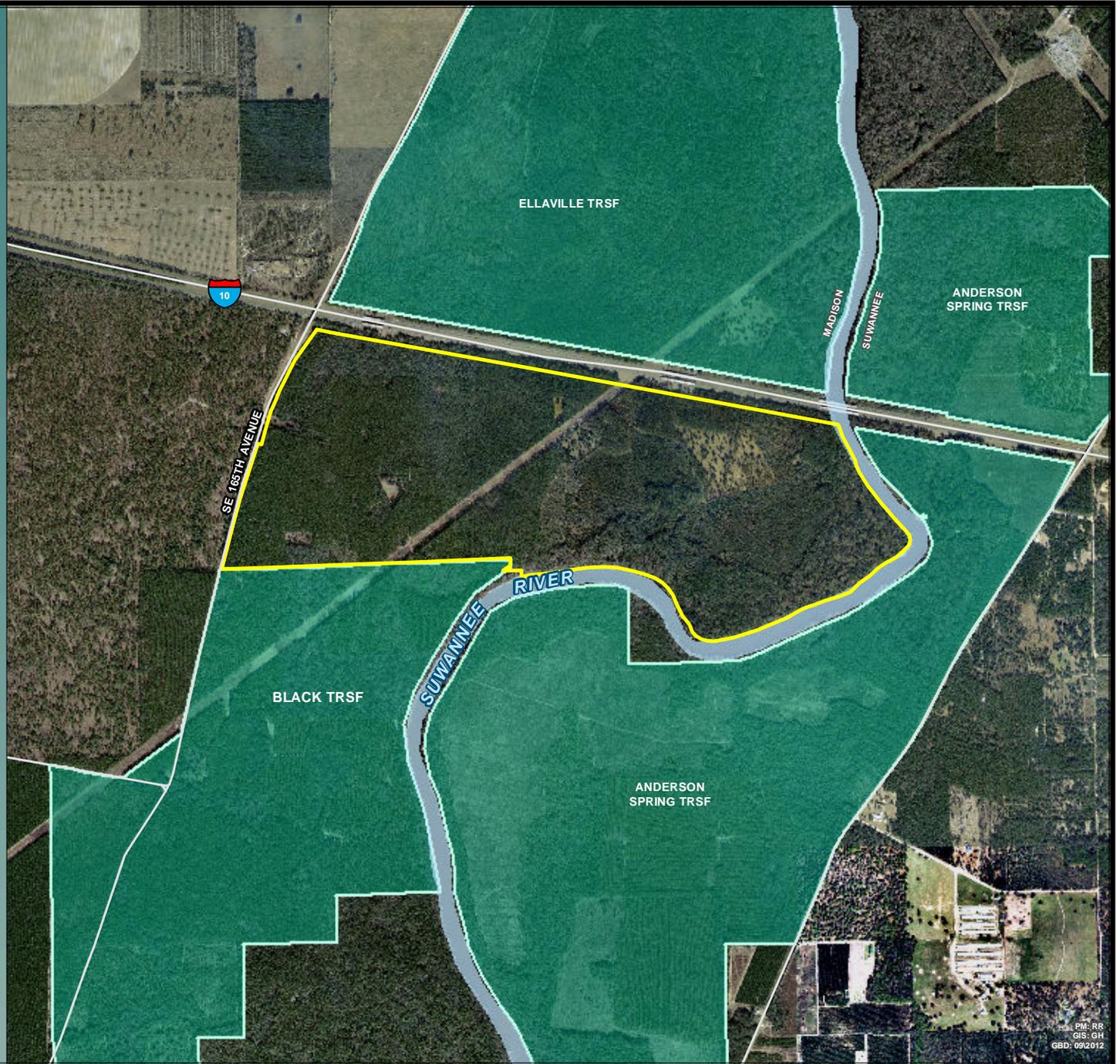
**EXHIBIT B
(Parcel 2)
Madison County
Florida**

**Proposed Exchange
Property Boundary
= 599 Acres**

**SRWMD
Fee Land**



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066. Madison 2010 NC 1FT Imagery.



PM: RR
GIS: GH
GBD: 09/2012