

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

Item # 71

SUBJECT: Natural Lands Program: Lansing Property Option Contract

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Dan Matthys **CONTACT:** Colleen Rotella **EXT.** 7351

Agenda Date 12/20/05 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Authorize staff to execute an Option Contract for acquisition of the Crockett property on the St. John's River, (formerly known as the Lansing property), including Seminole County named as a 25% beneficiary of the Crockett Family Charitable Remainder Trust. Property closing is to take place within 90 days subject to meeting the terms of the Option Contract.

(District 5-Carey / District 2-Morris)

Colleen Rotella, Community Resources

BACKGROUND:

On September 27, 2005, the Board of County Commissioners authorized the Seminole County Natural Lands Program to initiate due diligence and negotiations for acquisition of certain properties, including the Crockett, (formerly known as Lansing) property.

This 112 acre site is located on the east side of Seminole County bordering on the St. John's River and adjacent to the Flagler Trail. Unique features include access to the St. John's River, oak hammock habitats, bald eagle nests, Indian middens and a small cabin. Most significantly, the property is bisected by the Flagler showcase trail that has its terminus at the St Johns River. Acquisition of this site would substantially expand and enhance the minor trailhead that currently exists on the adjacent 247 acre Natural Lands property located on Lake Harney.

Staff moved forward with due diligence per the Board's direction and has attached an Option Contract for the Board's consideration. Under negotiations with the property owner, it was revealed that the owners have established the Crockett Family Charitable Remainder Trust to which the proceeds of the subject property will be placed. Should the County acquire the site for the asking price of \$2,800,000; the proceeds will be placed in the Trust with the owners offering to name Seminole County as a 25% beneficiary for the purpose of benefiting the County's Natural Lands Program and wildlife

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	<u>[Signature]</u>
Other:	<u>[Signature]</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No:	<u>RCR01</u>

conservation programs. The County will have access to the funds of the trust upon the death of the current owners, Mr. and Mrs. Crockett who will receive 8% of the proceeds annually until disbursement. A financial institution selected by the Crocketts will manage the trust. Attached is a sample of the projected future return on growth in the fund the County may anticipate. The exhibit is based on illustrations ran on actual investments over the past 30 years using an initial investment of \$1,250,000 and 8% annual withdrawals. Seminole County will receive a lump sum payout of the trust at the time of disbursement.

In order to accommodate the owners, there is a need to have an agreement executed by the end of the calendar year. Therefore, staff has provided an Option Contract for a 90 day period that lays out the terms required prior to a closing of the property. These include two appraisals that are underway, a boundary survey to be updated and a Level One Environmental Audit. Should the appraisals come in at a value less than the asking price, staff will return to the Board for direction regarding closing on the property.

STAFF RECOMMENDATION:

Staff recommends the Board execute the Option Contract, which lays out terms for the acquisition of the Crockett property within 120 days and establishment of an environmental Trust with the County named as beneficiary.

Attachment(s): Option Contract
Property Map
Trust projected proceeds

**SEMINOLE COUNTY GOVERNMENT
NATURAL LANDS PROGRAM**

OPTION CONTRACT FOR SALE AND PURCHASE

PARTIES: CROCKETT FAMILY CHARITABLE REMAINDER TRUST OF SEPTEMBER 12, 2005, whose mailing address is P.O. Box 1918, Whiteville, N.C. 28472, hereinafter referred to as the "SELLER/OPTIONOR", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "BUYER/OPTIONEE", hereby agree that the SELLER/OPTIONOR shall sell and the BUYER/OPTIONEE shall buy the right and option to purchase the following property upon the terms and conditions which include the negotiated Standards for Real Estate Transactions as set forth in this Contract.

RECITALS:

SELLER/OPTIONOR is the owner of certain real and personal property located near Osceola Fish Camp Road in Seminole County, Florida.

The real property is identified as Seminole County Property Appraiser's Parcel I.D. Nos: 31-19-33-300-0070-0000 and 31-19-33-300-007B-0000 and further described as:

FRACTIONAL NW ¼ OF THE SE ¼ AND THE E ½ OF THE SW ¼ AND THE SW ¼ OF THE SW ¼ (LESS RAILROAD AND GOVERNMENT DITCH AND THE WEST 30 FEET SOUTH OF THE RAILROAD) IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 33 EAST, ALL LYING AND BEING SITUATE IN SEMINOLE COUNTY, FLORIDA

The above property does not now and never did constitute the homestead of the SELLER/OPTIONOR.

BUYER/OPTIONEE desires to obtain an Option to purchase said real property, (said described real property hereinafter called "Property").

NOW, THEREFORE, in consideration of a sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), hereinafter referred to as "Option Money", to be paid by BUYER/OPTIONEE to the SELLER/OPTIONOR, which BUYER/OPTIONEE will provide no later than ten (10) business days following its execution of this Agreement, the SELLER/OPTIONOR hereby grants to BUYER/OPTIONEE the right and option to purchase said real property for the price, term and in accordance with the covenants and conditions set forth herein.

The Option may be exercised at any time within ninety (90) days from the date of final execution of this Agreement by BUYER/OPTIONEE.

The time during which the Option may be exercised may be further extended by mutual written agreement. If, during said Option Period, the SELLER/OPTIONOR decides to change the status of the Property or property contiguous thereto, SELLER/OPTIONOR shall immediately notify BUYER/OPTIONEE in writing so that BUYER/OPTIONEE can take steps necessary to protect BUYER/OPTIONEE's interest in the Property.

SELLER/OPTIONOR covenants that SELLER/OPTIONOR is seized of good and sufficient marketable title and interest to the Property and has full authority to enter into and execute this Agreement. SELLER/OPTIONOR further covenants that there are no other contracts for sale and purchase, option agreement(s), liens, easements, judgments or impediments of title on the Property.

BUYER/OPTIONEE agrees not to sell, assign or transfer this Option at any time to any other State, local or governmental agency. As to other parties, this Option may not be sold, assigned or transferred without the written consent of the SELLER/OPTIONOR, such consent not to be unreasonably withheld.

Should BUYER/OPTIONEE fail to exercise this Option or any extension thereof within the time herein specified, all rights and privileges granted hereunder shall be deemed completely surrendered, this Option terminated, and SELLER/OPTIONOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

The SELLER/OPTIONOR shall permit BUYER/OPTIONEE during the Option Period free ingress and egress to the Property to conduct such surveys, appraisals, environmental studies, planning studies and other activities of similar nature, as BUYER/OPTIONEE may deem necessary, at the sole cost of BUYER/OPTIONEE. In addition, BUYER/OPTIONEE shall have the right to file any applications for certificates, permits and other approvals that may be required by any Federal, State or local authorities. SELLER/OPTIONOR agrees to cooperate with BUYER/OPTIONEE in its efforts to obtain such approvals and sign such papers as may be required to file applications with the appropriate authorities.

Notice of the exercise of the Option shall be given by BUYER/OPTIONEE to the SELLER/OPTIONOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted.

On the date of such notice (hereafter the "Contract Date"), the following Agreement shall take effect:

TERMS OF THE CONTRACT FOR SALE AND PURCHASE

THE PARTIES hereby agree that the SELLER shall sell and the BUYER shall buy the following property upon the terms and conditions which include the negotiated Standards for Real Estate Transactions as set forth in this contract.

1. LOCATION/LEGAL DESCRIPTION.

The real property is identified as Seminole County Property Appraiser's Parcel I.D. Nos: 31-19-33-300-0070-0000 and 31-19-33-300-007B-0000 and further described as:

FRACTIONAL NW ¼ OF THE SE ¼ AND THE E ¼ OF THE SW ¼ AND THE SW ¼ OF THE SW ¼ (LESS RAILROAD AND GOVERNMENT DITCH AND THE WEST 30 FEET SOUTH OF THE RAILROAD) IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 33 EAST, ALL LYING AND BEING SITUATE IN SEMINOLE COUNTY, FLORIDA

The above property does not now and never did constitute the homestead of the SELLER/OPTIONOR.

This contract shall only be for the conveyance of the above described parcels of real property. No personal property whatsoever shall be sold, transferred or conveyed by this instrument.

2. PURCHASE PRICE: BUYER shall pay to SELLER the sum not to exceed **TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00)**. Such payment shall be made in full at Closing and subject to the provisions of this Agreement. If said payment is desired to be made in cash by wire transfer as directed by the SELLER, the SELLER must give the BUYER all account information at least twenty-four (24) hours in advance of Closing in order to implement a wire transfer.

3. COUNTY AS BENEFICIARY TO TRUST. As further consideration under this Agreement, SELLER shall, no later than the closing date, name BUYER as an irrevocable fractional beneficiary of the Crockett Family Charitable Remainder Trust of September 12, 2005, the outline of which is attached as Exhibit 3 hereto and incorporated herein by reference. Such fractional share shall entitle BUYER to twenty-five percent (25%) of the proceeds derived from the sale of the real property which is the subject of this Agreement plus a twenty-five percent (25%) share of the distribution of annual interest and dividend income and capital appreciation income on all trust assets after meeting trust expenses and the annual distribution of eight percent (8.0%) of trust assets to the Trustees. Written proof of such modifications to the trust's governing documents shall be provided to BUYER upon request prior to closing.

4. TITLE EVIDENCE: Within fifteen (15) days from the Contract Date, BUYER shall obtain, at SELLER's expense, an ALTA Form B Marketability title insurance commitment with fee owner's title policy to be paid for by SELLER at Closing. The title insurance policy shall be issued by the Closing agent designated in Standard E, below which agent shall also be the issuing agent. SELLER's expenses for title insurance shall be the minimum promulgated rate as established by the Florida Insurance Commissioner less available credits, if any.

5. TIME FOR ACCEPTANCE AND EFFECTIVE DATE: The acceptance and effective date shall be the date the option is exercised by the BUYER/OPTIONEE (also known as the "Contract Date").

6. CLOSING DATE: This Contract shall be closed and the deed(s) and the other Closing papers shall be delivered on or before thirty (30) days from the Contract Date unless extended by the parties, and SELLER agrees to deliver possession on the date of Closing. Time is of the essence as to the Closing date.

7. RESTRICTIONS, EASEMENTS, LIMITATIONS AND ENVIRONMENTAL MATTERS: BUYER shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes for year of Closing and subsequent years, provided, however, that none of the foregoing or any other restriction shall prevent use of the property for use by the County's Natural Lands Program. The SELLER shall provide an affidavit, at or before Closing, stating that no hazardous waste or materials, or environmental contaminations or violations, are located on, upon or within the Property. The form of the affidavit is attached hereto as Exhibit "1" to this Agreement and is incorporated into this Agreement by reference. In the event that an environmental audit confirms the presence of hazardous wastes or materials, or environmental contamination on the Property, the BUYER, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement other than SELLER's release and return of all deposit monies that may have been paid into escrow by BUYER. If this Agreement is not terminated, SELLER may, at its sole cost and expense and prior to the Closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable Federal, State or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning hazardous waste, or materials or environmental contamination ("Environmental Law"). If SELLER elects not to pursue any further assessment, clean up, and monitoring of the Property, as set forth herein, BUYER may, in its sole discretion, elect not to acquire the Property which contains hazardous waste or materials or environmental contamination. If BUYER elects not to acquire the Property, then neither party shall have any further obligations under this Agreement other than SELLER's release and return of all deposit monies that may have been paid into escrow by BUYER.

8. OCCUPANCY: SELLER represents that there are no parties in occupancy other than SELLER and that the Property shall not be rented or occupied beyond Closing. SELLER agrees to deliver occupancy of Property at time of Closing. If occupancy is to be delivered prior to Closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance thereof from said date, and shall be deemed to have accepted the Property,

real and personal, in its existing condition as of the time of taking occupancy unless otherwise noted in writing; provided, however, SELLER recognizes that the BUYER is relying upon the affidavit referred to in paragraph 6, above.

9. ASSIGNABILITY: BUYER shall not assign, sell or transfer this Contract or any right derived hereunder to any other State, and/or local governmental agency or to any other parties without the written consent of the SELLER. In the event BUYER does assign, sell or transfer its interests under this Agreement, then SELLER shall be permitted to remove BUYER as a designated beneficiary of the Crockett Family Charitable Remainder Trust of September 12, 2005, anything else in this Agreement to the contrary notwithstanding.

10. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted herein or attached hereto as addenda, if any, shall control all printed provisions in conflict therewith if initialed by both parties.

11. SPECIAL CLAUSES:

(a) BUYER shall not be responsible for any brokerage fees or commissions.

(b) SELLER shall fully comply with the provisions of Section 286.23, Florida Statutes. A form affidavit is attached hereto as Exhibit "2" which shall be incorporated herein by reference. SELLER warrants that except for Coldwell Banker Residential Real Estate, Inc., 201 N. New York Ave., Winter Park, Florida 32789, no persons, firms, corporations or other entities are entitled to a real estate commission or other fee as a result of this Agreement or subsequent Closing. SELLER shall indemnify and hold BUYER harmless from any and all such claims, whether disclosed or undisclosed.

(c) SELLER warrants that there is a legal ingress and egress for the Property over public roads or valid, recorded easements that benefit the Property.

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: An ALTA Form B Marketability title insurance commitment shall be obtained by SELLER at SELLER's expense and be issued by a title insurance company acceptable to BUYER agreeing to issue to BUYER, upon recording of the deed(s), an Owner's policy of title insurance in the amount of the purchase price, insuring title of the BUYER to the Property, subject only to liens, encumbrances, exceptions or qualifications set forth specifically in this Contract and all others, if any, shall be discharged by SELLER at or before Closing. BUYER shall have ten (10) days from date of receiving evidence of title to examine same. If title is found defective, BUYER shall, within five (5) days thereafter, notify SELLER in writing specifying any defect.

If said defect(s) render title unmarketable, SELLER shall have five (5) days from receipt of notice within which to remove said defect(s) and, if SELLER is unsuccessful in removing them within said time, BUYER shall have the option of either (i) accepting the title as it then is, or (ii) demanding a refund of all monies paid hereunder which, when received, shall release each party, as to one another, of all further obligations under the Contract; provided, however, that SELLER agrees he will, if title is found to be unmarketable, use and exercise diligent efforts to correct the defect(s) in title within the time provided therefore, including, but not limited to, the bringing of necessary suits.

B. EXISTING MORTGAGES: SELLER shall furnish a statement from the mortgagee(s), if any, setting forth principal balance, method of payment, interest rate and whether the mortgage(s) is in good standing. The SELLER shall cause all mortgages to be released and/or satisfied prior to or at Closing as to the Property.

C. SURVEY: The BUYER may have surveys of the Property accomplished at its expense. The SELLER agrees to provide to the BUYER, at no expense, a copy of any and all existing surveys on the Property over which the SELLER exercises ownership, control or dominion. If the survey, certified by registered Florida surveyor, shows any encroachment of said Property or that improvements intended to be located on the Property in fact encroach on lands of others, or violate any of the Contract covenants, the same shall be treated as a title defect. SELLER agrees that from the date this Agreement is executed by SELLER, BUYER and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

D. LIENS: SELLER shall furnish to BUYER at time of Closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of liens or potential lienors known to SELLER and further attesting that there have been no improvements to the Property for ninety (90) days immediately preceding date of Closing. If the Property has been improved within said time, SELLER shall deliver releases or waivers of all mechanic's liens executed by general contractors, subcontractors, suppliers and materialmen, in addition to a SELLER's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further reciting that in fact all bills for work to the Property which could serve as a basis for a mechanic's lien have been paid or will be paid at Closing.

E. PLACE OF CLOSING: Closing shall be held at Southern Title & Abstract, Inc., 1759 W. Broadway St., Oviedo, Florida 32765.

F. TIME: Time is of the essence of this Contract. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, including County holidays, and any time period provided for herein

which shall be on a Saturday, Sunday or legal holiday including County holidays, shall extend to 5:00 p.m. of the next full County business day.

G. DOCUMENTS FOR CLOSING: SELLER shall furnish deed(s), mechanic's and/or construction lien affidavit(s), estoppel letter(s), mortgage satisfaction(s) and/or release(s), satisfaction(s) of judgment(s), Court Order(s), the no hazardous waste or environmental contamination or violation affidavit(s) as required by paragraph 7, above, and any and all corrective instrument(s) that may be required in connection with perfecting the title, all of which shall survive Closing. Copies of the proposed Closing documents shall be furnished to BUYER five (5) working days prior to Closing. The Statutory Warranty Deed, in addition to all common law covenants, shall include the covenant of further assurances. All grantors shall be deemed to be subject to enforcement or action as to each and every covenant. The SELLER shall, in addition, provide a quitclaim deed conveying to the BUYER the lands, including any and all riparian rights that it may own as to the St. John's River system and any other connecting waters as BUYER deems appropriate.

H. EXPENSES: State documentary stamps, which are required to be affixed to the deed(s) and other instrument(s) of conveyance, shall be paid by the SELLER. The costs of recording any and all corrective instruments shall be paid by SELLER (See, Section 201.01, Florida Statutes). SELLER shall pay all costs of providing an Owner's title insurance commitment and the Owner's title insurance policy, as outlined in item A above. SELLER shall pay all costs of recording the deeds of conveyance, including State documentary stamp taxes, as well as any and all other closing costs; provided, however, that BUYER shall pay for its own appraisals, survey, planning studies and environmental reports/audits.

I. PRORATION OF TAXES (REAL AND PERSONAL): Taxes shall be prorated based on the current year's tax. If Closing occurs at a date when the current year's millage is not fixed, and a current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's taxes; provided, however, that if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration homestead exemption, if any. However, any tax proration based on an estimate may, at request of either party to the transaction, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is set forth in the Closing statement.

J. SPECIAL ASSESSMENT LIENS: Any and all certified, confirmed and ratified special assessment liens as of the date of Closing shall be paid by SELLER. Pending liens as of date of Closing shall be assumed by BUYER; provided, however, that where the improvement has been substantially completed as of the Effective Date, such pending lien shall be considered as certified, confirmed or ratified and SELLER shall, at Closing, be charged an amount equal to the last estimate by the public body of the assessment for the improvement. If BUYER is subject to such matters as a governmental entity, all matters subsequent to Closing shall be applicable only if applicable to such an entity.

K. REMOVAL OF PERSONAL PROPERTY AND DELIVERY OF DEED FOR REAL PROPERTY: Ownership of the real property shall be transferred to the BUYER by means of the deed of conveyance. SELLER shall remove all personal property not sold to BUYER from the Property prior to the Closing.

L. RISK OF LOSS: If the real property, including particularly the residential structure thereon are damaged by fire or other casualty prior to Closing, BUYER shall have the option of either taking the property as is, or of canceling this Contract and receiving return of all deposit(s) made hereunder.

M. MAINTENANCE: Notwithstanding provisions of Standard L, between the Contract Date and the Closing date, the real property, including particularly, the improvements thereon, shall be fully maintained by SELLER, ordinary wear and tear excepted. BUYER or BUYER's designee will be permitted access for inspection prior to Closing.

N. ESCROW: Southern Title & Abstract, Inc., 1759 W. Broadway St., Oviedo, Florida 32765 shall serve as escrow agent for the transaction contemplated by this Agreement and shall be subject to all legal requirements associated with acting in such capacity. The escrow agent shall be liable to the parties hereto for the negligent or intentional misdirection of funds entrusted to it pursuant to this Agreement.

O. DEFAULT WAIVER: If BUYER fails to perform this Contract within the time specified, SELLER, at its option, may proceed, at law or in equity, to enforce his legal rights under this Contract. If, for any reason other than failure of SELLER to render title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the BUYER may seek specific performance without thereby waiving any action for damages resulting from SELLER's breach. BUYER further reserves the right to pursue all other available legal and equitable remedies in the event of SELLER's breach.

P. CONTRACT RECORDABLE, PERSONS BOUND AND NOTICE: This Contract shall be recorded in the Board of County Commissioner's Public Records and not recorded in the official land records. This Contract shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall

include plural and one gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party. The agreements expressed herein shall survive Closing.

Q. PRORATIONS AND INSURANCE: Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Property shall be prorated as of date of Closing under the provisions of this Contract. BUYER shall have the option of taking over any existing policies of insurance on the Property, if assumable, in which extent premiums shall be prorated. The cash at Closing shall be decreased as may be required by said prorations. All references in this Contract to prorations as of date of Closing will be deemed "date of occupancy" if occupancy occurs prior to Closing, unless otherwise provided for herein.

R. CONVEYANCE: SELLER shall convey title to the Property by Statutory Warranty Deed including all common law covenants of title and seisin and the covenant of further assurances. Title shall be conveyed free and clear of all liens and encumbrances subject only to matters contained in paragraph 7 hereof and those otherwise accepted in writing by BUYER. Riparian Rights shall be simultaneously conveyed by quitclaim deed. The deed(s) must be in a form that will provide for insuring marketable title in accordance with the terms of this Contract.

S. HAZARDOUS MATERIALS/POLLUTION: BUYER shall have the right, prior to Closing, to come upon the Property with its employees, engineers and other personnel to inspect and conduct testing upon the Property. If BUYER determines that the Property contains any hazardous waste or materials, or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, BUYER may elect to cancel this Agreement and have all sums paid hereunder returned to it. This Agreement is specifically made contingent upon the respective Property being free of contamination and as represented above.

T. SURVIVAL: Notwithstanding anything to the contrary in this Agreement, it is understood and agreed that SELLER's representations, warranties, covenants, indemnities and agreements as to all matters other than delivery of good and marketable title and SELLER's warranties to defend same, which shall be merged into the deed(s) given by SELLER, shall survive Closing and all of the same shall not merge into the deed(s) to be given by SELLER but shall be independently actionable. Said covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement shall survive the Closing, the delivery and recording of the deed and possession of the Property. All elements of this Agreement are consideration relative to this purchase and sale, including the covenants contained in paragraph 3 of this Agreement.

U. AGREEMENT EFFECTIVE: This Agreement, or any modifications, 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.

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

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

X. 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. BUYER assumes all risks associated with the possible presence of radon in the residential building on the Property. The foregoing notwithstanding, BUYER reserves the right to cancel this contract and obtain a return of all deposit money if any of BUYER's pre-Closing due diligence and/or environmental tests and studies determine that the level of radon detected within the structure(s) poses an unacceptable health risk to people according to established Federal and State guidelines.

Y. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have made and executed this Option Contract for Sale and Purchase on the date written below.

WITNESSES:

SELLERS

Print Name: _____

By: _____
DANIEL CROCKETT, as Trustee
of the Crockett Family Charitable
Remainder Trust of September 12, 2005

Print Name: _____

Date: _____

Print Name: _____

By: _____
BARBARA CROCKETT, as Trustee
of the Crockett Family Charitable
Remainder Trust of September 12, 2005

Print Name: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

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

AS/lpk
12/15/05
Crocket option contract

Attachments:

- Exhibit "1" - Hazardous Waste or Materials or Environmental
Contamination Affidavit
- Exhibit "2"- Affidavit in Interest in Real Property - F.S. 286.23(2)
- Exhibit "3" - Outline of the Crockett Family Charitable Remainder
Trust of September 12, 2005

EXHIBIT "1"

SEMINOLE COUNTY GOVERNMENT
NATURAL LANDS PROGRAM

OPTION CONTRACT FOR SALE AND PURCHASE

HAZARDOUS WASTE OR MATERIALS OR ENVIRONMENTAL CONTAMINATION AFFIDAVIT

(STATE OF)
()
(COUNTY OF)

COME NOW, CROCKETT FAMILY CHARITABLE REMAINDER TRUST OF SEPTEMBER 12, 2005, as SELLERS and, pursuant to the Seminole County Government Natural Lands Program Option Contract For Sale and Purchase between SELLERS and SEMINOLE COUNTY, a political subdivision of the State of Florida (BUYER), dated _____, 20____, swears and affirms that the following facts are true:

(1) That they are the owners of the property as described in the above referenced Option Contract for Sale and Purchase.

(2) There are no facts known to the SELLERS which materially affect the value of the Property. There are no liabilities associated with the Property which have been observed by or which are known to SELLERS. To the best of SELLERS' knowledge and belief, there are no hazardous materials or wastes or any other form of environmental contamination located upon or within the Property.

(3) SELLERS represent and warrant that the Property is not now being used and has not been used by any business or other activity which uses or used environmental contaminants, toxic chemicals, hazardous substances (including hazardous waste) or substances likely to infiltrate the soil or groundwater and is not now being used and has not been used in the past as a hazardous waste or toxic chemical storage facility or dumpsite. SELLERS further represent and warrant that the Property is not now being used and has not been used in the past as a garbage dump or landfill area.

(4) SELLERS represent and warrant that the Property has not been/is not now in violation of any Federal, State or local law, rule, ordinance or regulation relating to hazardous substances or hazardous waste, including, but not limited to, soil and groundwater conditions, since SELLERS took title.

(5) SELLERS have obtained any and all necessary permits, registrations, approvals and licenses necessary to generate, manufacture, transport, treat, store, handle, dispose or process any of the materials and substances referred to herein.

(6) SELLERS shall obtain any and all necessary permits, registrations, approvals and licenses necessary to cleanup, remediate and decontaminate the Property.

(7) SELLERS warrant that no Federal, State, or local government agency has filed any lien with regard to the Property.

(8) There is no environmental condition, situation or incident on, at or concerning, or in any way related to the Property that could possibly give rise to any type of action, proceeding or investigation under any law, rule, regulation or common law theory.

(9) There are not underground storage tanks of any type or of any sort, or similar lines or facilities located in anyway on the Property other than the septic tank and drain field systems associated with the existing residential structure and trailer on the Property.

(10) The Property is not identified on the current or proposed (a) National Priorities List under 40 C.F.R. Part 300, Appendix B; (b) Comprehensive Environmental Response Compensation and Liability Inventory System ("CERCLIS"); or (c) any list maintained by any Federal, State, or local authority relating in any way to environmental contamination.

(11) There are no impending changes or events that will substantially affect the Property's compliance with environmental legal requirements or the ability to obtain and maintain in effect the non-violation status of the Property.

(12) As with all other terms, conditions, covenants and warranties in the underlying Option Contract for Sale and Purchase, all of the matters set forth herein shall survive Closing and burden the SELLERS and their agents.

FURTHER AFFLIANT(S) SAYETH NAUGHT.

Print Name: _____

By: _____
DANIEL CROCKETT, as Trustee
of the Crockett Family Charitable
Remainder Trust of September 12, 2005

Print Name: _____

Date: _____

Print Name: _____

By: _____
BARBARA CROCKETT, as Trustee
of the Crockett Family Charitable
Remainder Trust of September 12, 2005

Print Name: _____

Date: _____

(STATE OF _____)
(_____)
(COUNTY OF _____)

The foregoing instrument was **SWORN and SUBSCRIBED** before me this ____ day of _____, 20____, by Daniel Crockett and Barbara Crockett, as Trustees of the Crockett Family Charitable Remainder Trust of September 12, 2005, who are personally known to me or who have produced _____ as identification and who did/did not take an oath.

Notary

[NOTARY STAMP]

Print Notary Name

Notary Public in and For the County
and State aforementioned

EXHIBIT "2"

**SEMINOLE COUNTY GOVERNMENT
NATURAL LANDS PROGRAM**

OPTION CONTRACT FOR SALE AND PURCHASE

AFFIDAVIT OF INTEREST IN REAL PROPERTY- F.S. 286.23(2)

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this ___ day of _____, 20____, for the sole purpose of compliance with Section 286.23(2) of the Florida Statutes.

The undersigned hereby swear and affirm that the following is true:

The names and addresses of the Grantors of the before named real property are:

Daniel Crockett and Barbara Crockett, as Trustees of the Crockett Family Charitable Remainder Trust of September 12, 2005, whose mailing address is P.O. Box 1918, Whiteville, N.C. 28472

The names(s) and address(es) of every person having a beneficial interest in the above named real property that is the subject to negotiations for purchase by Seminole County, a political subdivision of the State of Florida is/are:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

7. Additional Names and Addresses attached hereto as Exhibit "A" (if any).

FURTHER AFFIANT(S) SAYETH NAUGHT

Print Name: _____

By: _____
DANIEL CROCKETT, as Trustee
of the Crockett Family Charitable
Remainder Trust of September 12, 2005

Print Name: _____

Date: _____

Print Name: _____

By: _____
BARBARA CROCKETT, as Trustee
of the Crockett Family Charitable
Remainder Trust of September 12, 2005

Print Name: _____

Date: _____

(STATE OF)
()
(COUNTY OF)

The foregoing instrument was **SWORN and SUBSCRIBED** before me this ____ day of _____, 20____, by Daniel Crockett and Barbara Crockett, as Trustees of the Crockett Family Charitable Remainder Trust of September 12, 2005, who are personally known to me or who have produced _____ as identification and who did/did not take an oath.

Notary

[NOTARY STAMP]

Print Notary Name

Notary Public in and For the County
and State aforementioned

EXHIBIT "3"

**SEMINOLE COUNTY GOVERNMENT
NATURAL LANDS PROGRAM**

**OUTLINE OF THE
CROCKETT FAMILY CHARITABLE REMAINDER TRUST OF SEPTEMBER 12, 2005**

(ORIGINALS TO BE PROVIDED BY SELLERS)

