REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the date when last signed by Seller or Buyer (the "Effective Date") by and between **THE ST. JOE COMPANY**, a Florida corporation ("Seller") and **LEON COUNTY, FLORIDA,** a charter county and political subdivision of the State of Florida ("Buyer").

WITNESSETH:

In consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge the parties hereby agree as follows:

Section 1.0 **General Outline of Transaction**. Seller is the owner in fee simple of that certain tract of land containing approximately 8.40 acres located in Section 1, Township 1 South, Range 1 East in Leon County, Florida (SJ Tract # 12073-10383-000), as more particularly depicted on **Exhibit "A"** attached hereto and made a part hereof, together with all appurtenances, hereditaments and improvements located thereon, including all timber and timber rights (the "Property"). The legal description provided on the final signed, sealed and certified Survey provided by the Seller to the Buyer pursuant to Section 7.1 hereof shall define the boundary of the Property for all purposes of this Agreement. Exhibit "A" hereto is provided for general informational purposes only and shall not be deemed to be the exact legal description of the property intended to be bought and sold pursuant hereto but is agreed to be sufficient to form a basis for this Agreement.

Section 2.0 **Purchase Price and Property to be Conveyed.** Under the terms of this Agreement, Seller hereby agrees to sell, assign and convey the Property to Buyer and Buyer agrees to pay for and purchase the Property from Seller. In consideration of the conveyance of the Property from Seller to Buyer, Buyer shall pay to Seller an amount equal to **Five Hundred Ninety Thousand and No/100 Dollars ($590,000.00)** (the "Purchase Price"). Buyer shall make all payments when due by cashier's check, wire transfer of immediately available federal funds or other good funds.

Section 3.0 **Financing**. The transaction contemplated herein is not contingent on Buyer applying for and obtaining financing

Section 4.0 **Deposit**. Upon Buyer's execution of this Agreement, Buyer shall deliver to the entity identified in Section 16.0 as "Escrow Agent" the sum of **Twenty Eight Thousand Five Hundred Ninety Five and No/100 Dollars ($28,595.00)** to be held in escrow as an earnest money deposit (the "Deposit"). The term "Deposit" shall include earned interest, if applicable, and shall be credited against the Purchase Price at the Closing; provided, however, that if the Agreement is closed in phases, the Deposit shall be applied in full at the Closing of the final phase. Escrow Agent's deposit of the earnest money into its trust account shall not be deemed to constitute Seller's acceptance of Buyer's offer; rather, Seller shall have the time period set forth in Section 27.0 hereof, after receipt of Buyer's written, signed offer and payment of the earnest money, to consider said offer and execute the Agreement. Until such time as Seller has executed and

delivered this Agreement, there is no binding contract, without regard to deposit of the earnest money funds.

Section 5.0 **Inspection**. Check ONE of the Sections below. Only the Section that is checked will apply to this Agreement.

(X) 5.1 At any time prior to the Closing Date or the expiration of a period of fifteen (15) days following the Effective Date, whichever shall first occur (the "Inspection Period"), Buyer and its agents shall have the right and privilege to enter upon the Property, at their own risk and expense, to inspect, examine, survey and perform such tests, inspections, studies or other evaluations of the Property as Buyer may deem necessary (the "Inspection"). Buyer and its agents recognize that the Property may be subject to a hunting lease and as a result thereof, hunting activities may be ongoing with respect to the Property during and after the Inspection Period. Following Buyer's Inspection of the Property and prior to the conclusion of the Inspection Period, Buyer shall restore the Property to its original condition and shall, to the extent of the limitations provided in Section 768.28, Florida Statutes, as may be amended from time to time, indemnify and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the exercise of such privilege. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Seller for its negligence or breach of contract, or that of its contractors, agents, or employees. Buyer's obligation to indemnify Seller set forth herein shall survive the Closing, as hereinafter defined or the termination of this Agreement. Nothing herein shall be construed to be a waiver of Buyer's sovereign immunity. Seller authorizes Buyer to consult with Seller's attorneys, engineers, surveyors, real estate brokers and other agents pertaining to the Property and, at Buyer's expense, to consult those governmental agencies having jurisdiction over approvals or permits relating to the Property. Buyer shall have the right, which may be exercised by delivering written notice to Seller at any time during the Inspection Period, to terminate this Agreement for any reason that Buyer deems appropriate. Upon delivery of written notice of termination to Seller during the Inspection Period, this Agreement shall terminate and the parties hereto will have no further rights or obligations hereunder except those that survive termination of this Agreement. Upon such termination and delivery to Seller of a copy of all reports, studies, surveys and inspections performed by Buyer or on Buyer's behalf with regard to the Property, Buyer shall be entitled to receive return of the Deposit from Escrow Agent. If Buyer does not give notice to Seller of its intention to terminate this Agreement as provided in this Section, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section.

( ) 5.2 The Buyer acknowledges Buyer has had the opportunity to inspect the Property and has either inspected the Property to Buyer's satisfaction prior to executing this Agreement or has waived an inspection. Accordingly, no Inspection Period is provided hereunder.

Section 6.0 **Condition of Property**. Buyer understands and agrees that it is purchasing the Property in an "as is" condition with all faults and without any representation or warranty on the part of Seller except as otherwise specified herein. Buyer is solely responsible for obtaining all necessary development approvals from government entities. Buyer hereby expressly acknowledges and agrees that except as and to the extent expressly provided to the contrary in this Agreement: (a) Seller makes and has made no warranty or representation whatsoever as to the condition or suitability of any portion of the Property or any building or structure on the Property for

Buyer's purposes, (b) Seller shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of Seller, (c) Buyer has been given the opportunity to make a complete and thorough examination and inspection of all portions of the Property, (d) Buyer has determined that the condition of all portions of the Property and any building or structure on the Property is satisfactory to Buyer, (e) notwithstanding the nature or extent of the inspections Buyer has made, Buyer shall purchase and accept every portion of the Property and any building or structure on the Property in its "as is" condition without requiring any action, expense or other thing or matter on the part of the Seller to be paid or performed and, upon acceptance of the deed of conveyance to the Property, Buyer shall be conclusively deemed to have accepted the Property in its "as is" condition, (f) Buyer has examined to the satisfaction of Buyer the physical condition of the Property, the zoning, land use, and all permitting and other governmental approvals required for construction of any structure on the Property, (g) Buyer recognizes that all or a portion of the Property may be considered wetlands which is subject to the jurisdiction of the Florida Department of Environmental Protection, the U.S. Army Corp of Engineers and other applicable governmental agencies and that Buyer is obligated to comply with all applicable laws and regulations governing the development of such jurisdictional wetlands, (h) Buyer recognizes that all or a portion of the Property may be located within a flood plain, and that such circumstance may affect Buyer's ability to develop the Property,(i) Buyer recognizes that all or a portion of the Property may contain a species of plant or animal life which is on a federal, state or local list of protected or endangered species and may be under the jurisdiction of the U.S. Fish and Wildlife Service (USFWS) or the Florida Fish and Wildlife Conservation Commission (FWC) or a similar governmental agency, and that such circumstance may affect Buyer's ability to develop the Property, and (j) Seller and its affiliates make and have made no representation or warranty, express or implied, concerning any portion of the Property, its condition, the use to which it may be put, any environmental matters, or any other thing or matter directly or indirectly related thereto or hereto (including, without limitation, NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS). The provisions of this Section shall survive Closing and delivery of the deed. Nothing herein shall be construed to be a waiver or release of the Buyer's and Seller's rights and obligations with regard to Buyer's review of the Survey and Commitment pursuant to Section 7.4.

Section 7.0 **Survey and Title.** Check ONE of the Sections below. Only the Section that is checked will apply to this Agreement.

7.1 Survey.

(X) 7.1.1 Seller shall obtain and deliver to Buyer, at **Buyer's** sole cost and expense, a boundary survey of the Property prepared by a licensed Florida land surveyor selected by Seller and approved by Buyer, which approval shall not be unreasonably withheld (the "Survey"). The Survey shall be certified to Buyer, Seller and Title Insurer, as defined in Section 7.2 of this Agreement, and shall be prepared in accordance with the Minimum Technical Standards as set forth by the Florida State Board of Land Surveyors pursuant to Chapter 472 of the Florida Statutes and Chapter 61G17 of the Florida Administrative Code, as may be amended from time to time.

( ) 7.1.2 Buyer requests that no Survey of the Property be obtained. Seller shall provide to Buyer within ten (10) days after the expiration of the Inspection Period, or ten (10) days

after the Effective Date if there is no Inspection Period, (i) copies of the last recorded deed(s) conveying title to the Property and (ii) a proposed legal description for the Property. Buyer shall have ten (10) days from receipt of same to notify Seller in writing, that Buyer either approves or disapproves the proposed legal description for the Property ("Buyer's Notice"). If Buyer disapproves the description or any portion thereof, Seller shall obtain and delivery to Buyer, at Buyer's sole cost and expense, a survey and corresponding legal description of the Property or the disapproved portion thereof, in accordance with the requirements of Section 7.1.1 above. If Buyer fails to timely give Buyer's Notice, then Buyer shall be deemed to have approved the proposed legal description of the Property furnished by Seller.

7.2 Title Insurance. Seller shall obtain and deliver to Buyer, at **Buyer's** sole cost and expense, an owner's title insurance commitment with copies of all exceptions (the "Commitment") to be followed by an Owner's policy of title insurance (the "Title Policy") issued by a title insurance company licensed in Florida ("Title Insurer"), committing to insure Buyer's fee simple title to the Property in the total amount of the Purchase Price.

7.3 Delivery of Survey and Title Insurance. Seller shall deliver the Survey and Commitment to Buyer not later than ten (10) days prior to the Closing Date ("Initial Survey/Commitment Delivery Date"). In the event Seller requires additional time in which to deliver the Survey and Commitment, with written notice delivered to Buyer prior to the Initial Survey/Commitment Delivery Date, Seller shall have an additional twenty (20) days after the Initial Survey/Commitment Delivery Date in which to deliver the Survey and Title ("Delivery Extension"). In the event Seller exercises its right to a Delivery Extension, the Closing Date shall automatically be extended for twenty (20) days beyond actual delivery of the Survey and Commitment. In the event circumstances arise which would delay delivery past the Delivery Extension time period, the parties can agree to extend the delivery time and Closing Date to some other mutually agreeable date by executing an Amendment to this Agreement. In the event Seller fails to deliver Survey and Commitment in the times set forth herein, or any extension thereof, Buyer shall be entitled to terminate this Agreement in writing. Upon delivery of written notice of termination to Seller, this Agreement shall terminate and the parties hereto will have no further rights or obligations hereunder except those that survive termination of this Agreement. Upon such termination, Buyer shall be entitled to receive return of the Deposit from Escrow Agent as Buyer's sole remedy and Buyer shall not be entitled to pursue other remedies at law or in equity. If Buyer does not give notice to Seller of its intention to terminate this Agreement as provided in this Section, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section.

7.4 Buyer's Review. Buyer shall, not later than one (1) day prior to the Closing Date ("Objections Delivery Date"), determine the nature of any objections to the Property in those matters or facts disclosed by the Commitment and the Survey. Any matters which are not disclosed in writing to Seller by Buyer as objectionable ("Buyer's Objections") on or before the Objections Delivery Date, or which are accepted by Buyer, or are restrictions on title otherwise permitted herein, shall be considered "Permitted Exceptions". Seller shall have sixty (60) days from receipt of Buyer's Objections to remedy or remove any of Buyer's Objections or obtain title insurance against the same ("Cure Period"). Seller shall notify Buyer in writing, prior to the expiration of the Cure Period, the extent to which Buyer's Objections have been cured, if at all and Seller's intentions with respect to Buyer's Objections which are not cured ("Cure Notice"). Buyer shall have three (3) days after receipt

of the Cure Notice in which to notify Seller in writing of its option to either (i) terminate this Agreement upon written notice to Seller and receive a refund of the Deposit and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, or (ii) take title as it then exists without reduction in the Purchase Price. In the event Buyer elects option (ii), Buyer agrees to accept a quit-claim deed from Seller to the Property or any portion of the Property to which Seller, in Seller's sole discretion, deems that Seller is unable or unwilling to give warranties of title. If Buyer does not provide such notice, then it will be presumed that Buyer intends to elect option (ii); except that if the Commitment and/or Survey indicate the existence of a title defect of a nature which makes it impracticable, in Seller's sole discretion, for Seller to convey marketable title to the Property, Seller may terminate this Agreement upon written notice to Buyer and return the Deposit to Buyer and reimburse Buyer for any payments made by Buyer for the Survey, and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination.

7.5 Mineral Rights. The Property may be subject to certain mineral rights or leases which may be owned by separate parties and which may include a right of access to the property for exploration, drilling or mining of such minerals. Buyer understands and agrees that the Property shall be conveyed subject to the existence of any such mineral rights or leases, with or without access rights; provided, however, that such matter shall first be subject to the Buyer's review process in accordance with Section 7.4.

Section 8.0 Deed of Conveyance. Seller shall convey title to the Property to Buyer by special warranty deed, subject to ad valorem taxes for the current year and subsequent years and the Permitted Exceptions. In addition, the Property shall be conveyed subject to all zoning and land development regulations, riparian rights and submerged land rights, mineral rights and to any rights, dedications, easements, restrictions of record, interests or claims which may exist or arise by reason of rights-of-way, dirt roads, trail roads, paths, power or other utility lines, fences or improvements of any kind located on the Property, encroaching from the Property onto adjacent lands, or encroaching from adjacent lands onto the Property; provided, however, that such matters shall first be subject to the Buyer's review process in accordance with Section 7.4.

Section 9.0 Sale in Lieu of Condemnation; Casualty and Eminent Domain. Buyer is acquiring the property identified herein under threat of and in lieu of condemnation. Buyer agrees to provide a letter or other written confirmation further confirming the terms of this Section 9 if requested by Seller. Except as provided in Section 5.1, risk of any casualty to or loss of the Property occurring prior to Closing shall be borne by Seller. Notwithstanding the foregoing, if all or any portion of the Property or access thereto shall be damaged by fire or other casualty or taken by public authority other than Buyer, or notice of such proposed taking be obtained, prior to the Closing Date, then Seller shall provide immediate written notice thereof to Buyer and Buyer may (i) terminate this Agreement and receive return of the Deposit forthwith, or (ii) Buyer may consummate the sale, pay the full Purchase Price and have assigned to it all claims and rights of recovery for such casualty or taking. Buyer shall make election in writing within ten (10) days after Seller shall have notified Buyer, in writing, of such taking or proposed taking or casualty damage and the Closing Date shall be extended if necessary to accommodate this notice period.

Section 10.0 **Real Estate Commission.** Buyer and Seller represent and warrant each to the other that neither has entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of the Closing of the Property. Each party hereto agrees to indemnify and hold harmless the other against any other cost for such a charge arising out of the actions of the indemnifying party; provided, however, that such indemnification by Buyer shall be only to the extent of the limitations provided in Section 768.28, Florida Statutes, as may be amended from time to time, and that nothing herein shall be construed to be a waiver of Buyer's sovereign immunity,. The provisions of this Section shall survive Closing and delivery of the deed.

Section 11.0 **Representations.**

11.1 Seller's Representations:

11.1.1 Seller is a Delaware entity organized and in good standing under the laws of the State of Delaware and authorized to transact business in Florida.

11.1.2 Seller's execution and delivery of this Agreement to Buyer and its sale of the Property provided for herein have been authorized by Seller, in accordance with applicable law and all other actions required to be taken to authorize execution of this Agreement and Seller's performance of all obligations undertaken by it under its terms have been duly and regularly taken.

11.1.3 There are no actions, suits or proceedings pending or to the knowledge of Seller threatened against or affecting Seller or the Property that would impede or otherwise impair its ability to perform its obligations under this Agreement.

11.1.4 The parties acknowledge that Seller's conveyance of the Property to Buyer is subject to the provisions in Section 286.23, Florida Statutes, which requires, with few exceptions, that persons or entities holding real property in the form of a partnership, limited partnership, corporation, trust, or in any form of representative capacity, make a written public disclosure under oath, subject to the penalties prescribed for perjury, of the name and address of every person having a beneficial interest in the real property before the property held in such capacity is conveyed to any local governmental unit. As such, Seller shall, as soon as is practicable after the Effective Date of this Agreement, deliver to Buyer a duly executed Public Disclosure Affidavit in a form substantially similar to that attached hereto as **Exhibit "B"**. Alternatively, if Seller qualifies for a statutory exemption from such public disclosure, Seller shall, no later than thirty (30) days prior to Closing, deliver to Buyer a duly executed Public Disclosure Exemption Affidavit in a form substantially similar to that attached hereto as **Exhibit "C"**. Buyer shall assist Seller by providing upon request an electronic copy of the forms attached as **Exhibits "B"** and/or **"C"**, as applicable.

11.2 Buyer's Representations:

11.2.1 If Buyer is an entity, such entity is organized and in good standing under the laws of the State of Florida or authorized to transact business in Florida.

11.2.2 If Buyer is an entity, Buyer's execution and delivery of this Agreement to Seller and its acquisition of the Property provided for herein have been authorized by Buyer, in accordance with applicable law and all other actions required to be taken to authorize execution of this Agreement and Buyer's performance of all obligations undertaken by it under its terms have been duly and regularly taken.

11.2.3 There are no actions, suits or proceedings pending or to the knowledge of Buyer threatened against or affecting Buyer that would impede or otherwise impair its ability to perform its obligations under this Agreement.

11.3 The representations contained in this Agreement shall be true and correct as of the Closing Date and actions for misrepresentation or fraudulent representation shall survive Closing.

Section 12.0 **Closing**. The consummation of the transaction contemplated hereby for the purchase of the Property (the "Closing") shall take place on a date as shall be mutually agreed to between Seller and Buyer, but in no event later than December 31, 2010, unless extended automatically pursuant to Section 7.3. The Closing shall occur at the office of Seller's attorney by mail, or as otherwise agreed to by the parties.

Section 13.0 **Obligations at Closing**.

13.1 On or before Closing, Seller shall deliver to Buyer the following documents:

13.1.1 Special warranty deed in accordance with Section 8.0.

13.1.2 Non-foreign, title, possession and lien affidavit of Seller sufficient in form and content to cause Title Insurer to eliminate any exception for mechanics liens, parties in possession and the "gap" at Closing.

13.1.3 The Public Disclosure Affidavit, or alternatively the Public Disclosure Exemption Affidavit, as described in Section 11.1,4.

13.1.4 Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

13.2 On or before Closing, Buyer shall pay the Purchase Price as required by Section 2.0, less any Deposit, and shall execute a closing statement, and any and all other documentation as may be reasonably required by the Seller, Escrow Agent or Title Insurer to consummate the transactions contemplated in this Agreement.

Section 14.0 **Possession**. Seller shall deliver possession of the Property to Buyer at Closing.

Section 15.0 **Closing Costs**. Buyer shall pay for (i) recording fees; (ii) any documentary stamp tax on the deed; (iii) Buyer's and Seller's attorneys' fees; and (iv) all costs of financing, if any. In addition, the parties shall pay for the Survey, the Commitment and

corresponding Title Policy as set forth in Sections 7.1 and 7.2. Buyer and Seller shall prorate ad valorem taxes and assessments against the Property as of the Closing Date. Ad valorem taxes shall be prorated based upon the actual tax bill for the year of Closing; provided, however, that if the Closing takes place on or after January 1, 2011, Seller shall at Closing, in accordance with Section 196.295, Florida Statutes, place in escrow with the Leon County Tax Collector an amount equal to the current ad valorem taxes prorated to the date of Closing, based upon the current assessment and millage rates on the Property. This fund shall be used to pay any ad valorem taxes due, and the remainder of ad valorem taxes which would otherwise have been due for 2011 shall stand canceled.

Section 16.0 **Notices**. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice, or its attorney, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

Seller:

The St. Joe Company.
133 South WaterSound Parkway
WaterSound, Florida 32413
Attention: Will Sonnenfeld
Phone Number: 850-588-2270
Fax Number: 850-588-2303

The St. Joe Company.
133 South WaterSound Parkway
WaterSound, Florida 32413
Attention: Jeff Stauffer
Phone Number: 850-588-2273
Fax Number: 850-588-1961

With a copy to:

The St. Joe Company
133 South WaterSound Parkway
WaterSound, Florida 32413
Attention: Senior Vice President-Real Estate

Buyer:

Leon Board of County Commissioners
301 S. Monroe Street
Tallahassee, FL 32301
Attention: Vince Long,
Deputy County Administrator
Phone Number: 850-606-5315
Fax Number: 850-606-5301
E-mail Address: longv@leoncountyfl.gov

With a copy to:

Herbert W. A. Thiele, Esq.
Leon County Attorney's Office
301 S. Monroe St., Suite 202
Tallahassee, FL 32301
Phone Number: 850-606-2500
Fax Number: 850-606-2501

To Escrow Agent:

Bruce Wiener, Esq.
Gardner, Bist, Wiener, Wadsworth
& Bowden, P.A.
1300 Thomaswood Drive
Tallahassee, FL 32308
Phone Number: 850-385-0070
Fax Number: 850-385-5416

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance.

Section 17.0 Remedies. In the event that Buyer, prior to Closing, fails to perform any covenant, agreement or obligation hereof as provided herein, or in the event that there is any breach or failure of any warranty or representation by Buyer prior to Closing, then Buyer shall deliver to Seller a copy of all reports, studies, surveys and inspections performed by Buyer or on Buyer's behalf with regard to the Property, and Seller shall be entitled to retain the Deposit, as full liquidated damages as Seller's sole and exclusive remedy for such default, the parties hereto acknowledging that it is impossible to estimate or ascertain precisely the damages which might be suffered by Seller upon Buyer's default. Seller's retention of the Deposit is intended not as a penalty but as full liquidated damages. Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer to recover actual damages or for specific performance of the Agreement (except for Buyer's obligation to deliver to Seller a copy of all reports, studies, surveys and inspections performed by Buyer or on Buyer's behalf with regard to the Property). In the event that Seller, prior to Closing, fails to perform any covenant, agreement or obligation hereof as provided herein, or in the event that there is any breach or failure of any warranty or representation by Seller prior to Closing, then Buyer may as its sole remedy either (i) treat this Agreement as terminated, and all payments and the Deposit made hereunder shall be returned to Buyer, or (ii) treat this Agreement as being in full force and effect with a right to an action for specific performance. Buyer may not maintain an action for specific performance unless (a) Buyer posts a bond, at the time the action is filed, equivalent to 15% of the Purchase Price to be held by the court for the purpose of providing for Seller's damages caused by the filing of the action in the event that Seller prevails; and (b) Buyer files a verified complaint which alleges that Buyer had the financial ability to perform under this Agreement and attaches to the complaint evidence of Buyer's financial ability to perform at the time of Seller's alleged default. Buyer waives all other remedies that may be available to it at law or equity for breaches occurring prior to Closing. In the event Buyer or Seller breaches or fails to perform any covenant, agreement or obligation hereof subsequent to Closing, then Buyer and Seller shall have all rights and remedies available at law or in equity including the right of injunctive relief, damages and the right to action for specific enforcement.

Section 18.0 Escrow. Escrow Agent shall at all times be authorized to deliver the Deposit in accordance with the terms of this Agreement or pursuant to written instructions executed by both Seller and Buyer. In the event that Escrow Agent receives a written claim of default by either Buyer or Seller against the other, Escrow Agent shall not release the Deposit from escrow unless and until Escrow Agent receives either joint written instructions from Seller and Buyer as to the proper delivery of the Deposit or direction from a court of competent jurisdiction as to the party entitled to

receipt of the Deposit. Escrow Agent shall be authorized to file an action in interpleader to determine the party entitled to the Deposit, and the party not entitled to the Deposit, as determined by such proceeding, shall indemnify and hold harmless Escrow Agent from all legal fees, costs and expenses associated with such proceeding; provided, however, that it is specifically understood and agreed that this indemnification clause limits the Buyer's indemnification to the extent allowed by the Constitution and laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, and does not cover or indemnify a party for its own negligence or breach of contract, or that of its contractors, agents, or employees. Nothing herein shall be construed to be a waiver of Buyer's sovereign immunity. Escrow Agent may act in reliance upon any writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution or validity of any instrument deposited in this escrow nor for the identity, authority or right of any persons executing the same; and its duties hereunder shall be limited to the safekeeping and disposition of the Deposit in accordance with this Agreement.

Section 19.0 Disclosures. Florida law requires the following disclosures:

19.1 Radon Gas Disclosure. 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.

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

Section 20.0 Governing Law, Venue and Severability. The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida and the venue for any litigation involving this agreement shall be in the county where the Property is located. The invalidity or unenforceability of any part of this Agreement under Florida law shall not affect the validity or enforcement of the remainder of the Agreement.

Section 21.0 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

Section 22.0 **Further Assurances**. Each party hereto shall, from time to time, execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

Section 23.0 **Attorneys' Fees**. In the event of litigation arising pursuant to the provisions of this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees, costs and expenses from the non-prevailing party including but not limited to, attorney's fees, costs and expenses incurred in trial, post judgment, appellate and bankruptcy proceedings; provided, however, that it is specifically understood and agreed that Buyer's liability to pay such costs and expenses shall be limited to the extent provided in Section 768.28, Florida Statutes, as may be amended from time to time. Nothing herein shall be construed to be a waiver of Buyer's sovereign immunity.

Section 24.0 **Captions**. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

Section 25.0 **Assignment**. Buyer may not assign its interest in this Agreement without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole discretion.

Section 26.0 **Time is of the Essence**. Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day. Failure to perform at the times stated in this Agreement shall constitute a default.

Section 27.0 **Acceptance**. No binding contract between Seller and Buyer shall occur until both Seller and Buyer have executed this Agreement. Buyer shall communicate its offer to purchase the Property by executing this Agreement and delivering the executed Agreement to Seller on or before **December 23, 2010** ("Buyer Offer Date.") To the extent Buyer has timely communicated its offer; Seller shall communicate its acceptance of Buyer's offer by executing the Agreement and delivering to Buyer no later than one (1) day after the date of receipt of the Agreement as executed by Buyer ("Seller Acceptance Date.") To the extent that either the Agreement as executed by Buyer is not delivered to Seller by the Buyer Offer Date, or the Agreement as executed by Seller is not delivered to Buyer by the Seller Acceptance Date, then the parties shall be deemed to not have entered into a binding contract and neither party shall have any liability or obligation hereunder.

Section 28.0 **Confidentiality**. Except as required in the normal conduct of the business of the parties hereto by law Buyer shall not make any press releases or other media dissemination of information relating to the transaction contemplated by this Agreement without the prior written approval of Seller, which may be granted or withheld in its sole discretion.

Section 29.0 **No Recording**. Buyer may not record this Agreement or any memorandum thereof.

Section 30.0 **1033 Exchange**. It is anticipated that the sale of the Property may be part of an exchange undertaken by Seller pursuant to Section 1033 of the Internal Revenue Code. Buyer agrees to cooperate with Seller's reasonable requests in order to consummate the exchange and to complete any necessary documentation in accordance with applicable provisions of the Internal Revenue Code.

Section 31.0 **Existing Leases and Contracts**. Title to the Property may be subject to any or all of the following, (i) that certain Wood Fiber Supply Agreement dated July 1, 2000, between St. Joe Timberland Company of Delaware, L.L.C. and Jefferson Smurfit Corporation (U.S.) d/b/a Smurfit-Stone Container Corporation (the "Smurfit Wood Fiber Contract"), (ii) a hunting lease (the "Hunting Lease"), or (iii) an apiary lease (the "Apiary Lease") (collectively referred to as "Contracts and Leases"). Closing is conditioned upon Seller obtaining a release of any and all Contracts and Leases from the Property. If Seller fails to obtain a release of any and all Leases from the Property on or before Closing, either Seller or Buyer may treat this Agreement as terminated, and all payments and the Deposit made hereunder shall be returned to Buyer. Title to the Property may also be subject to a wildlife management area lease with the Florida Fish and Wildlife Conservation Commission (the "Management Area Lease"). If so, Seller shall be required to send written notice to the Florida Fish and Wildlife Conservation Commission that the Management Area Lease is to be terminated in accordance with the terms and conditions of such Management Area Lease.

Section 32.0 **Agreement Regarding Stormwater Ponds**. At Closing, the parties agree to enter into the Agreement Regarding Stormwater Pond in the form attached hereto and incorporated herein as **Exhibit "D"**.

Section 33.0 **Land Use Amendment**. Following the Effective Date, Buyer will initiate and support a Land Use Amendment application to change Seller's adjoining property described on **Exhibit "E"**, currently designated as "Rural", to land use "CP", within the Urban Services Area. The provisions of this Section shall survive Closing and delivery of the deed.

Section 34.0 **Fencing.** Buyer agrees to install a fence along the southern and eastern boundaries of the Property sufficient to contain cattle prior to commencing construction of the stormwater treatment pond contemplated by the Agreement Regarding Stormwater Pond attached hereto as **Exhibit "D"**. The provisions of this Section shall survive Closing and delivery of the deed.

Section 35.0 **Counterpart**. This Agreement may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

Section 36.0 **Legal Advice**. Once executed, this Agreement is a legally binding and enforceable contract. If the Buyer is unsure as to the meaning of any portion of this Agreement or the effect on Buyer of executing this Agreement, Buyer is advised to seek the advice of counsel of Buyer's choosing prior to signing this Agreement. Buyer hereby acknowledges he has been given the opportunity to seek legal counsel and has done so or has waived the right to do so and is signing this

Agreement freely and voluntarily with the intent to be bound hereby. This Agreement shall not be construed more strictly against the drafter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below their respective names.

SELLER:

THE ST. JOE COMPANY

Authorized Signature

William Sonnenfeld
Printed Name

SVP Forestry & Land Sales
Title

BUYER:

LEON COUNTY, FLORIDA

Authorized Signature

Printed Name

Title

Agreement freely and voluntarily with the intent to be bound hereby. This Agreement shall not be construed more strictly against the drafter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below their respective names.

SELLER:	**BUYER:**
THE ST. JOE COMPANY	LEON COUNTY, FLORIDA
_____	Don Lanham
Authorized Signature	Authorized Signature
_____	Don Lanham
Printed Name	Printed Name
_____	Grants Coordinator
Title	Title

APPROVED AS TO FORM
LEON COUNTY ATTORNEY'S OFFICE
Leon County, Florida
By: Daniel J. Rigo
Ass't County Attorney

EXHIBIT "A"

LAND DESCRIPTION

A PORTION OF LAND OWNED BY THE SAINT JOE PAPER COMPANY (SJPC), AS RECORDED IN OFFICIAL RECORDS BOOK 1188 PAGE 985, AND ALSO LYING IN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 EAST, THENCE NORTH 2°43'00" WEST, 1340.40 FEET ALONG THE EAST LINE OF SAID SECTION TO A 4"x 4" CONCRETE MONUMENT (FOUND) MARKED "PRM, PLS 1762"; THENCE CONTINUE NORTH 2°43'00" WEST, 717.66 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ON SAID SECTION LINE NORTH 2°43'00" WEST, 826.88 FEET TO A POINT ON AN EASEMENT CALLED FOR IN ORB 3729 PAGE 1472; THENCE FOLLOWING SAID EASEMENT NORTH 87°18'19" EAST, 119.73 FEET; THENCE NORTH 2°37'28" WEST, 212.12 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF APALACHEE PARKWAY (a.k.a. STATE ROAD NO. 20 or U.S. HIGHWAY 27); THENCE ALONG SAID RIGHT-OF-WAY SOUTH 78°20'59" EAST, 430.79 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 7°36'26" WEST, 104.11 FEET; THENCE SOUTH 26°08'15" WEST, 96.51 FEET; THENCE SOUTH 21°32'16" WEST, 243.57 FEET; THENCE SOUTH 4°13'35" WEST, 313.94 FEET; THENCE SOUTH 29°24'12" WEST, 246.75 FEET; THENCE SOUTH 87°21'33" WEST, 201.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.40 ACRES (365,902 SQ. FEET) MORE OR LESS.

JOHN E. MATTHEWS, PLS
PROFESSIONAL SURVEYOR & MAPPER # 4494
STATE OF FLORIDA LB. # 7043

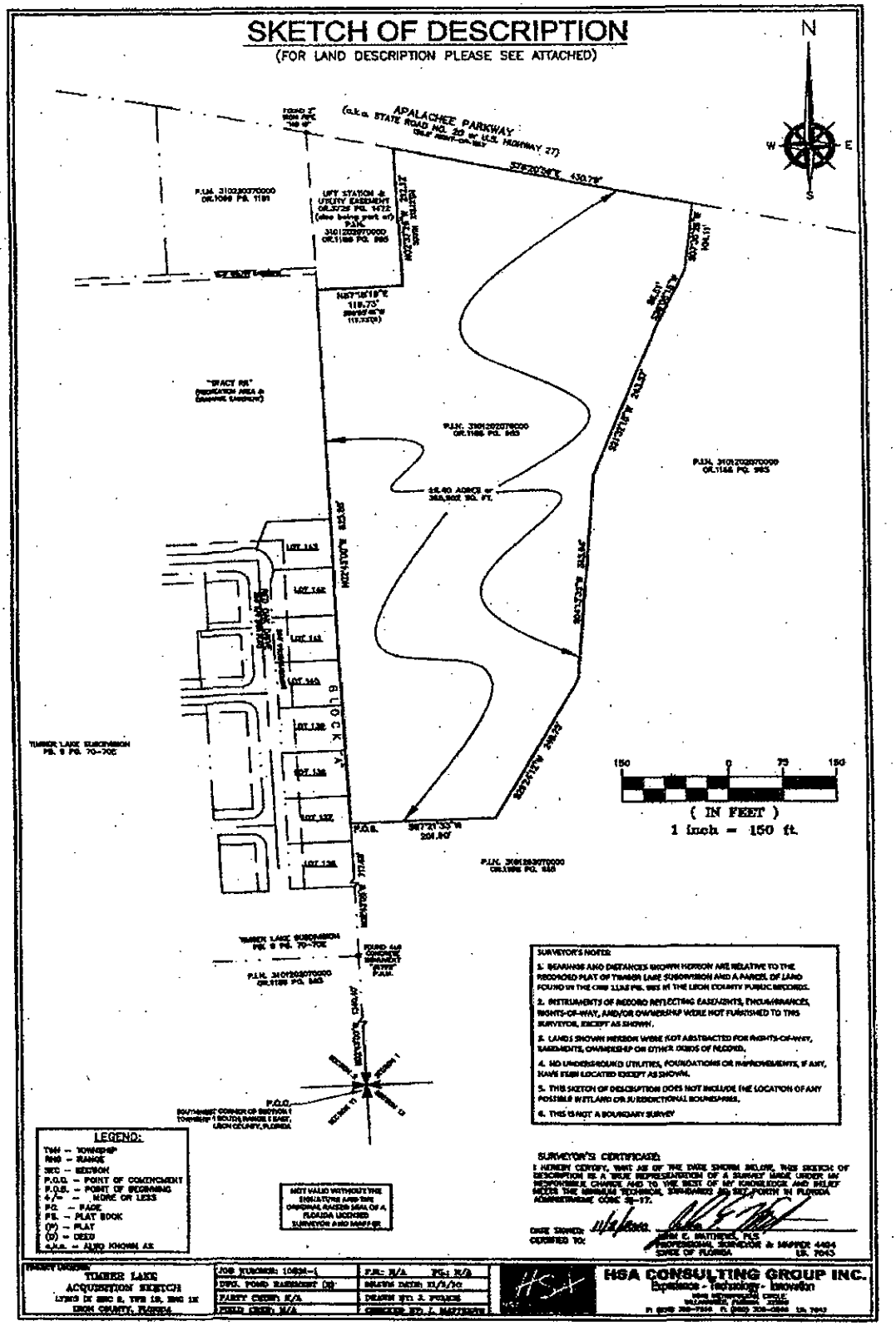
SKETCH OF DESCRIPTION
(FOR LAND DESCRIPTION PLEASE SEE ATTACHED)
N
S
E
W
APALACHEE PARKWAY
(a.k.a. STATE ROAD NO. 20 or U.S. HIGHWAY 27)
S78°20'34"E 430.79'
LIFT STATION & UTILITY EASEMENT
P.O.B.
S87°21'33"W 201.40'
BLOCK "A"
150 0 75 150
(IN FEET)
1 inch = 150 ft.
SURVEYOR'S NOTES:
1. BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO THE RECORDED PLAT OF TIMBER LAKE SUBDIVISION AND A PARCEL OF LAND FOUND IN THE O.R. 1188 PG. 985 IN THE LEON COUNTY PUBLIC RECORDS.
2. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, ENCUMBRANCES, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE NOT FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER ITEMS OF RECORD.
4. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE EVER LOCATED EXCEPT AS SHOWN.
5. THIS SKETCH OF DESCRIPTION DOES NOT INCLUDE THE LOCATION OF ANY POSSIBLE WETLAND OR JURISDICTIONAL BOUNDARIES.
6. THIS IS NOT A BOUNDARY SURVEY
LEGEND:
TWP – TOWNSHIP
RNG – RANGE
SEC – SECTION
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
+/- – MORE OR LESS
PG – PAGE
PB – PLAT BOOK
(P) – PLAT
(D) – DEED
A.K.A. – AKA KNOWN AS
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY, THAT AS OF THE DATE SHOWN BELOW, THIS SKETCH OF DESCRIPTION IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE 5J-17.
DATE SIGNED: 11/4/2010
CERTIFIED TO:
JOHN E. MATTHEWS, PLS
PROFESSIONAL SURVEYOR & MAPPER 4404
STATE OF FLORIDA
LB. 7043
PROJECT LOCATION:
TIMBER LAKE
ACQUISITION SKETCH
LYING IN SEC 8, TWP 1S, RNG 1E
LEON COUNTY, FLORIDA
JOB NUMBER: 10834-1
FIELD: N/A
FG: N/A
DWG. POND EASEMENT (D)
DRAWN DATE: 11/4/10
PARTY CREW: N/A
DRAWN BY: J. FUNCH
FIELD CREW: N/A
CHECKED BY: J. MATTHEWS
HSA CONSULTING GROUP INC.
Experience - Technology - Innovation

EXHIBIT "B"

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

AFFIDAVIT OF PUBLIC DISCLOSURE TO LEON COUNTY, FLORIDA (FLA. STAT. §286.23)

The undersigned authority hereby affirms that he/she is:

☐ (a) President or Vice President of _____

_____ a corporation authorized to do business under the laws of Florida; or

☐ (b) A Partner (or Limited Partner) of the firm of _____

_____ composed of _____ and _____

_____, doing business under the name of _____; or

☐ (c) Trustee of _____ trust; or

☐ (d) Other _____,

holding title to the real property identified as Parcel ID _____ and legally described in Attachment 1 attached hereto and by this reference made a part hereof, and hereby certifies that the names and addresses listed in Attachment 2 attached hereto and by this reference made a part hereof are the names and addresses of every person having a beneficial interest in said real property, however small or minimal, and do hereby file this affidavit for the purpose of complying with the provisions of Section 286.23, Florida Statutes, Public Disclosure.

_____
Affiant's Signature

_____
Print or Type Affiant's Name

_____

_____

_____
Affiant's Address

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 2006 by _____ of _____
(Individual's Name) (Name of Corporation, Partnership or Trust)
on behalf of the Corporation, Partnership or Trust who is personally known to me or who has produced _____ as identification.

Notary's Signature:_____
(Print, type or stamp name of notary public)

Attachment 1

Legal Description

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Attachment 2

Affidavit of Public Disclosure to Leon County (Fla. Stat. §286.23)

The following list comprises the names and addresses of all persons having a beneficial interest in that certain real property identified as Parcel ID _____ located in Tallahassee, Leon County, Florida:

1. Name: _____ Address: _____
_____
_____

2. Name: _____ Address: _____
_____
_____

3. Name: _____ Address: _____
_____
_____

4. Name: _____ Address: _____
_____
_____

EXHIBIT "C"

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

AFFIDAVIT OF EXEMPTION FROM PUBLIC DISCLOSURE TO LEON COUNTY, FLORIDA (FLA. STAT. §286.23)

The undersigned authority hereby affirms that he/she is President or Vice President of _____ _____, a corporation authorized to do business under the laws of Florida, with its business address at _____ _____,

which Corporation holds title to various real properties in the State of Florida, hereby certify that the stock of said Corporation is registered with the Federal Securities and Exchange Commission or with the State of Florida Department of Banking and Finance, pursuant to Chapter 517, Florida Statutes, or with both agencies, and said stock is currently for sale to the general public. Affiant files this affidavit for the purpose of claiming an exemption for said corporation from the public disclosure requirements of Section 286.23, Florida Statutes, as provided therein.

In the event the corporate stock should cease to be registered as stated herein, affiant agrees to immediately notify Leon County, Florida.

_____
Affiant's Signature

_____
Print or Type Affiant's Name

_____

_____

_____
Affiant's Address

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 2006 by _____ of _____
(Individual's Name) (Name of Corporation, Partnership or Trust)
on behalf of the Corporation, Partnership or Trust who is personally known to me or who has produced _____ as identification.

Notary's Signature:_____
(Print, type or stamp name of notary public)

EXHIBIT "D"

AGREEMENT REGARDING STORMWATER POND BETWEEN LEON COUNTY, FLORIDA AND THE ST. JOE COMPANY

This Agreement Regarding Stormwater Ponds (the or this "Agreement") is made and entered into this _____ day of December, 2010 ("Effective Date"), by and between **LEON COUNTY, FLORIDA,** a charter county and political subdivision of the State of Florida ("Leon County") and **THE ST. JOE COMPANY**, a Florida corporation ("St. Joe").

RECITALS

WHEREAS, on the Effective Date, St. Joe conveyed to Leon County certain real property described as 8.40 acres, more or less, located in Section 1 , Township 1 South, Range 1 East in Leon County, Florida (SJ Tract # 12073-10383-000) (the "Property"); and

WHEREAS, Leon County intends to construct a stormwater treatment pond on the Property in accordance with all applicable laws, rules and regulations for the Timberlake Subdivision(the "Pond"); and

WHEREAS, as a condition to the transfer of the Property and as additional consideration for the transfer, Leon County agreed that St. Joe shall have the right to expand the Pond for future stormwater discharge, drainage, conveyance, treatment and storage required by or associated with the development by St. Joe of its property which is located adjacent to or near the Property; and

WHEREAS, Leon County and St. Joe agree that the right to expand the Pond as contemplated herein for St. Joe's future stormwater treatment, drainage and conveyance needs will result in an efficient and cost effective stormwater management solution; and

WHEREAS, Leon County and St. Joe desire to memorialize and set forth their understanding and agreement with respect to allocation of obligations between the parties for these improvements as well as certain other matters addressed herein;

NOW THEREFORE, in consideration of these premises and the covenants contained herein, the parties agree to the following:

1. **Pond Construction.** Leon County agrees to construct the Pond on the Property consistent with any permits that may have been issued for the Pond, and in a manner that does not interfere with St. Joe's ability to expand the Pond in the future. Upon completion of construction, Leon County shall provide St. Joe with an as-built survey of the Pond and with all information with respect to the capacity of the Pond, including, but not limited to, all construction and development plans and models prepared by Leon County's engineers, surveyors and related consultants.

2. **Pond Maintenance.** Upon completion of the Pond by Leon County, Leon County shall obtain an operating permit with respect to the maintenance and operation of the Pond (the "Operating Permit"). Leon County shall thereafter be obligated to operate and maintain the Pond in accordance with all applicable Leon County maintenance standards. St. Joe

may, but shall have absolutely no obligation to, maintain the Pond to standards which exceed Leon County standards, at the expense of St. Joe.

3. **Pond Expansion.** Leon County agrees that upon completion of the Pond, St. Joe shall have the right to expand the Pond at its sole cost and expense and in accordance with applicable Federal, State, and local laws, rules, regulations and permits as applicable at the time of such expansion. Leon County shall grant St. Joe access to the Pond as may be necessary, and shall cooperate in St. Joe's expansion efforts, including but not limited to executing any necessary documents such as any required Owner's Affidavit. In the event St. Joe expands the Pond, and such expansion is in accordance with Federal, State, and local laws, rules, regulations and permits as applicable at the time of such expansion, Leon County agrees to accept the obligation of maintaining and operating the expanded portion of the Pond along with the Pond and shall bear all expenses associated with the maintenance and operation of the expanded portion of the Pond in addition to the Pond. Leon County shall operate and maintain the Pond, including the expanded portion thereof, in accordance with all applicable Leon County maintenance standards.

4. **Conveyance and Grant of Easement.** Upon Leon County accepting maintenance and operational obligations of the expanded portion of the Pond, St. Joe will convey by deed the expanded portion of the Pond to Leon County, and simultaneously with such conveyance, Leon County agrees to grant and convey to St. Joe, including its successors-in-title, successors and assigns, a perpetual easement for stormwater discharge, drainage, conveyance, treatment and storage over, across, through and under the Pond and the expanded portion thereof as well as any areas needed in order to connect the stormwater discharge and conveyance infrastructure located on St. Joe's property to the Pond or expanded portion thereof ("Stormwater Easement"). The Stormwater Easement shall be in accordance with the terms of this Agreement. In addition, the Stormwater Easement shall be for the benefit of St. Joe, St. Joe Timberland Company of Delaware, L.L.C. or any entities affiliated therewith and all successors, successors-in-title and assigns of said entities and shall run with the title of the land intended to benefit from the Stormwater Easement. St. Joe shall be entitled to determine and delineate the land which is intended to benefit from the Stormwater Easement.

5. **Indemnity; Waiver of Subrogation.** The parties hereby indemnify, defend and hold each other harmless against any liability, loss, cost, damage or expense (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate or bankruptcy proceedings) which the indemnified party may suffer, sustain or incur by reason of any negligent or intentional act or omission of the releasing party or arising out of or related to this Agreement. The parties further waive all rights against each other and any of their agents and employees for all losses and damages to the extent covered by the policies of insurance obtained pursuant to this Agreement.

6. **Enforcement.** A default by either party under this Agreement shall entitle the other party to all remedies available in law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days to cure a default.

7. **Attorneys Fees and Costs.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, whether incurred prior to, during or subsequent to such court proceedings or on appeal.

8. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both of the parties hereto.

9. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

10. **Notices.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties as follows:

To St. Joe:

The St. Joe Company.
133 South WaterSound Parkway
WaterSound, Florida 32413
Attention: Will Sonnenfeld
Phone Number: 850-588-2270
Fax Number: 850-588-2303

The St. Joe Company.
133 South WaterSound Parkway
WaterSound, Florida 32413
Attention: Jeff Stauffer
Phone Number: 850-588-2273
Fax Number: 850-588-1961

With a copy to:

The St. Joe Company
133 South WaterSound Parkway
WaterSound, Florida 32413
Attention: Senior Vice President-Real Estate

To Leon County:

Leon Board of County Commissioners
301 S. Monroe Street
Tallahassee, FL 32301
Attention: Vince Long,
Deputy County Administrator
Phone Number: 850-606-5315
Fax Number: 850-606-5301
E-mail Address: longv@leoncountyfl.gov

With a copy to:

Herbert W. A. Thiele, Esq.
Leon County Attorney's Office
301 S. Monroe St., Suite 202
Tallahassee, FL 32301
Phone Number: 850-606-2500
Fax Number: 850-606-2501

Except as otherwise provided herein, any such notice, request, consent or other communications ("Notices") shall be sent by facsimile transmission, or by certified United States Mail, return receipt requested and postage prepaid, or by other reputable courier that provides receipt of delivery. Alternatively, counsel for the parties may deliver Notice on behalf of the parties and provide a certificate of service of same showing the date and time of actual delivery. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be regarded as received on the next business day. Saturdays, Sundays and legal holidays of the United States government shall not be regarded as business days. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in address or telecopy number to which Notices shall be sent by five (5) days written Notice to the parties and addressees set forth herein.

11. **Assignment.** Neither party shall assign its rights or obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. No assignment, whether or not permitted under this section, shall relieve the assigning party of its obligations under this Agreement. The restrictions on assignment as contemplated in this section shall not apply to successors or successors-in-title to St. Joe, St. Joe Timberland Company of Delaware, L.L.C. or any entities affiliated therewith or assignments involving said entities.

12. **Third Party Beneficiaries.** This Agreement is for the benefit of the parties herein and their successors, successors-in-title and assigns. Otherwise, no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party not a party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof.

13. **Entire Agreement.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality of equal dignity herewith.

14. **Applicable Law.** This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida. In the event judicial proceedings are required to enforce the terms of this Agreement, the parties agree that venue shall be in Leon County, Florida.

15. **Memorandum of Agreement.** The terms of this Agreement may be evidenced by a Memorandum of Agreement recorded in the Public Records of Leon County, Florida. Upon the request of either party hereto, the parties agree to enter into a Memorandum of Agreement evidencing the terms hereof and to record such Memorandum of Agreement in the Public Records of Leon County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their duly authorized representatives, the day and year first above written.

Witnesses:

_____

_____
Printed Name

_____

_____
Printed Name

THE ST. JOE COMPANY, a Florida corporation

By:_____
Authorized Signature

_____
Printed Name

_____
Title

Witnesses:

_____

_____
Printed Name

_____

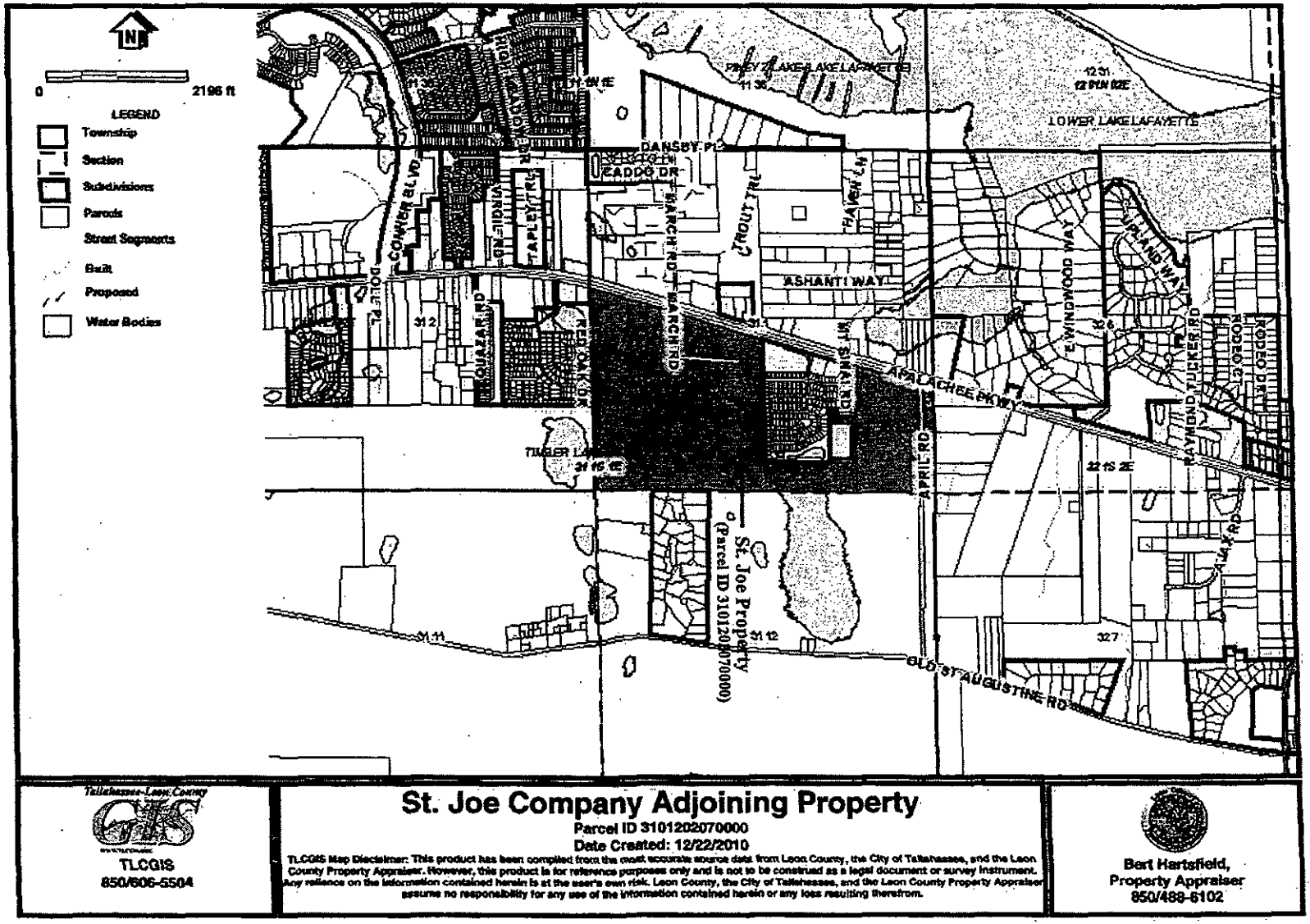
_____
Printed Name

LEON COUNTY, FLORIDA

By:_____
Authorized Signature

_____
Printed Name

_____
Title



Tallahassee-Leon County GIS
TLCGIS
850/606-5504

St. Joe Company Adjoining Property

Parcel ID 310120070000

Date Created: 12/22/2010

TLCGIS Map Disclaimer: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Bert Hartsfield,
Property Appraiser
850/488-6102

EXHIBIT "E"

Attachment #2
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