

ASSIGNMENT OF OPTION AGREEMENT FOR SALE AND PURCHASE

For the consideration recited hereunder, **The Conservation Fund Charitable Trust, dated May 5, 2025**, whose address is 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209, as Assignor, pursuant to this Assignment of Option Agreement for Sale and Purchase (the "Assignment") hereby transfers and assigns to **BREVARD COUNTY**, a political subdivision of the State of Florida, with an address of 2725 Judge Fran Jamieson Way, Viera, Florida 32940, its successors and assigns, as Assignee, all of its right, title and interest in that certain Option Agreement for Sale and Purchase, between **Plan One, Inc**, a Florida corporation, as Seller thereunder, and Assignor, as Purchaser thereunder, which option agreement is attached hereto as Exhibit "A" and by reference made a part hereof (the "Option Agreement"), for the sale and purchase of the real property (the "Property") described in the Option Agreement, subject to terms and conditions thereof and hereby does remise, release and quit claim unto Assignee and its successors and assigns, all of its right, title and interest in and to the Property. This Assignment shall be effective upon countersignature and acceptance by Assignee.

Assignor hereby authorizes and empowers Assignee, on its performance of all the above-mentioned terms and conditions to demand and receive of Seller the statutory warranty deed covenanted to be given in the Option Agreement hereby assigned in the same manner and with the same effect as Assignor could have done had this Assignment not been made.

This Assignment is made consistent with the Assignee's Environmentally Endangered Lands Program and the Agreement for Professional Services (the "Contract") between Assignor and Assignee dated July 8, 2025. The consideration for this Assignment shall be payment by Assignee to Assignor according to the terms of said Contract.

The Conservation Fund Charitable Trust, dated May 5, 2025

Witness as to Seller

Christopher D. Bell, Assistant Secretary

Printed Name of Witness

Date signed by Seller

Witness Address

Phone No. _____
8 a.m. – 5 p.m.

Witness Address

Witness as to Seller

Printed Name of Witness

Witness Address

Witness Address

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026 by Christopher D. Bell, as Assistant Secretary on behalf of The Conservation Fund Charitable Trust, dated May 5, 2025. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the above Assignment of Option Agreement for Sale and Purchase and agrees to perform all obligations to be performed by Assignor under the Option Agreement for Sale and Purchase, according to the terms and condition therein stated.

ATTEST:

BREVARD COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

BY: _____
Rachel Sadoff, Clerk

BY: _____
Thad Altman, Chair
As approved by the Board on May 19,
2026

DATE: _____

DATE: _____

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

BY: _____
Justin Caron, Assistant County Attorney

DATE: _____

Exhibit A
Option Agreement

Project: Brevard County
PROPERTY TAX I.D.: 28-37-36-00-00757.0-0000-00

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made this 21 day of April, 2026, between **PLAN ONE, INC.**, a Florida corporation whose address is 3925 Toby Avenue, Grant-Valkaria, Florida 32950, Attn: James P. McManus, with designated email address of James.P.McManus@planone.com for notice purposes hereunder, as "Seller", and The Conservation Fund Charitable Trust, dated May 5, 2025, whose address is 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209, Attn: Rebecca Perry with designated email address of rperry@conservationfund.org for notice purposes hereunder, with a copy to cbell@conservationfund.org, and its successors and assigns as "Purchaser."

1. **GRANT OF OPTION.** Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase all of Seller's right, title, and interest (the "Option") in and to the real property located in Brevard County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, hereditaments and appurtenances and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties, but exercise of the Option is subject to approval by the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (the "County"), whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, if this Option is assigned to the County, and is effective only if Purchaser gives written notice of exercise to Seller. If this option is assigned to the County, the County's agent in all matters shall be the Brevard County Parks and Recreation Director (the "Department").

2. **OPTION TERMS.** The option payment is ONE HUNDRED AND 00/100 DOLLARS (\$100.00) ("Option Payment"), the receipt, consideration and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Purchaser's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period beginning with Purchaser's and Seller's mutual approval of this Agreement for a period of 120 days (the "Option Period"). During the Option Period, the County may authorize the Purchaser to assign this Option to the County for the County to exercise and to act as the Purchaser under this Agreement. Should the County authorize this assignment, Seller agrees that the County shall have an additional 90 days from the date of assignment to conduct all due diligence and complete the purchase of the Property ("Option Expiration Date"), unless extended by other provisions of this Agreement. In the event this Agreement is not assigned to the County, the Option Expiration Date shall be extended to August 8, 2026, unless extended by other provisions of this Agreement. Purchaser and County are under no obligation to exercise their option to purchase the Property under this Agreement and shall be not be liable for any damages that occur or may be incurred by Seller and/or a third-parties as result of Purchaser or County's failure to exercise its rights under this Agreement.

3. **PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property is TWO HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$208,000.00) which, after reduction by the amount of the Option Payment, will be paid in cash (or, if this option is assigned to the County in accordance with paragraph 20, by County check) at closing to Seller.

4.A. **ENVIRONMENTAL SITE ASSESSMENT.** Purchaser, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

4.B. **HAZARDOUS MATERIALS.** If the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, either Purchaser or Seller may, within five (5) business days after receipt of a copy of the report documenting such environmental site assessment, in the exercise of its absolute discretion, elect to terminate this Agreement by providing written notice of such election to the other, and neither party shall have any further obligations under this Agreement except for any duties which expressly survive the termination of this Agreement. Should both Purchaser and Seller elect not to terminate this Agreement within such five (5) days, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law. However, should the estimated cost of cleanup of Hazardous Materials exceed a sum which is equal to 5% of the Purchase Price as stated in paragraph 3., Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the cleanup of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environmental or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste or any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

If neither party elects to terminate this Agreement as provided above, Seller hereby agrees to indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

The limitation herein on Seller's contractual obligation to indemnify Purchaser as specified in this paragraph 4 shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Purchaser's legal and equitable remedies against Seller under any Environmental Law for Hazardous Materials located on the Property.

5. **SURVEY.** Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on

the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may, at Purchaser's sole expense, obtain a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by Purchaser, insuring good and marketable title to the Property in the amount of the Purchase Price.

7. DEFECTS IN TITLE. Purchaser shall have ten (10) days after the receipt of the title insurance commitment and survey to review same and notify Seller of any defects in title (which shall include any encroachments revealed by a survey if obtained pursuant to paragraph 5) which are not acceptable to Purchaser. Upon receipt of such notification from Purchaser, Seller shall have five (5) days to review such notice from Purchaser and provide notice of its election to either terminate this Agreement or to elect to attempt to remove said defects, in which case Seller shall, within 90 days after notifying Purchaser of its election to attempt to remove said defects, attempt to remove said defects in title, provided that Seller shall not be required to incur any financial expense(s) to remove such defects, but may elect to incur such financial expense(s) as Seller determines to do in its sole and absolute discretion. If Seller is unsuccessful in removing the title defects within said time Purchaser shall have the option to either: (a) accept the title as it then is with no reduction in the Purchase Price, (b) extend the amount of time that Seller has to remove the defects in title or (c) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement except for any duties which expressly survive the termination of this Agreement.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the opinion of Purchaser and do not impair the marketability of the title to the Property.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23 and 380.08(2), Florida Statutes, on forms provided by Purchaser. Purchaser shall prepare the deed described in paragraph 8 of this Agreement, Purchaser's and Seller's closing statements, the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit. The title, possession and lien affidavit and environmental affidavit shall be on forms provided to Seller by Purchaser, subject to review and approval by Seller's counsel, which approval shall not be unreasonably withheld, conditioned, delayed or denied. All prepared documents shall be submitted to Purchaser and Seller for review and approval at least 15 days prior to the Option Expiration Date.

10. PURCHASER'S REVIEW FOR CLOSING. Purchaser will approve or reject each item required to be provided by Seller under this Agreement within 10 days after receipt of all of the required items, which approval shall not be unreasonably withheld conditioned, delayed or denied. Seller will have 10 days thereafter to remove and resubmit any rejected item. In the event Seller fails to timely deliver any item, or Purchaser rejects any item after delivery, Purchaser may in its discretion extend the Option Expiration Date, but in no event shall the Option Expiration Date be extended more than 10 days under this Section. If Purchaser believes that Seller has failed to provide reasonably acceptable items and such condition prevails more than 10 days after the Option Expiration Date, Purchaser may elect to deem Seller to be in default and may proceed with any of its remedies under this Agreement.

11. EXPENSES. Seller will pay the documentary revenue stamp tax. Purchaser will pay all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8.

of this Agreement and any other recordable instruments which may be deemed necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. If this option is not assigned to the County, all real estate taxes and assessments which are or that may become a lien against the Property shall be prorated between the parties to the date of closing. Notwithstanding any provision herein to the contrary, if this option is assigned to the County, all real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. If this option is assigned to the County, and the County acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the County acquires fee title to the Property on or after November 1, Seller shall pay to the County tax collector an amount equal to the taxes that are determined to be legally due and payable by the County tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 30 days after Purchaser or County exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 10 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of County prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) proceed to close, with the Purchaser incurring any expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement, provided that any agent of Purchaser must have no less than \$100,000.00 general liability insurance. Seller shall deliver possession of the Property to Purchaser at closing.

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

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting

from Seller's default. In connection with any dispute arising out of this Agreement, including without limitation litigation and appeals, each party will bear the cost of its own attorney's fees and expenses and waive any right to trial by jury.

18. **BROKERS.** Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller will not be responsible for and will not pay any brokerage commissions or 'finder's fees' etc., for any such party not engaged by Seller. Each party to this Agreement will bear the costs of any brokers working on its behalf.

19. **RECORDING.** This Agreement, or notice of it, may be recorded by Purchaser in Brevard County. This Agreement and all documents related to this agreement, unless statutorily exempt, are public records in accordance with Chapter 119, Florida Statutes. In the event that this Agreement is recorded by Purchaser and thereafter the purchase and sale contemplated by this Agreement fails to close other than due to a default by Seller, Purchaser or its assignee shall, within ten (10) business days of a request from Seller, execute a recordable release of this Agreement on a form to be provided by Seller. In the event Purchaser or its assignee fails to provide such a release after such request from Purchaser, Seller may record an affidavit attesting to the fact of the failure of the purchase and sale contemplated by this Agreement to close, Seller's non-default, and Seller's request to Purchaser or its assignee in accordance with this provision, which affidavit shall be deemed conclusive and shall be sufficient to release all of Purchaser's (or its assignee's) interest hereunder unless Purchaser (or its assignee) shall within 30 days thereafter record a document contesting such affidavit recorded by Seller. Seller shall provide a copy of such recorded affidavit to Purchaser within two (2) days of the recording of same.

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

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

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

23. **SUCCESSORS IN INTEREST.** Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon Purchaser's approval of this Agreement and Purchaser's exercise of the option, Purchaser and Purchaser's successors and assigns will be bound by it. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of County, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement

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

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

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

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

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

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address or the email address(es) indicated on the first page of this Agreement, or such other address or email address(es) as is designated in writing and delivered by a party to this Agreement to the other party.

30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property.

31. CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS. The Seller certifies that the information he has provided on Exhibit "B" - "CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS," (the "Certification"), attached hereto and incorporated herein by reference, is true and correct to the best of the Seller's knowledge. In the event that any material misrepresentation in the Certification is discovered during the term of this Agreement, the Purchaser may elect to declare this Agreement null and void and immediately terminate it. In the case of an intentional material misrepresentation, the Purchaser may, at its option, recover damages resulting from the termination. Notice of termination shall be given to Seller as provided in paragraph 29 above.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE APRIL 24TH, 2026, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER. IF THIS OPTION IS ASSIGNED TO THE COUNTY, THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) APPROVAL OF THE PURCHASE PRICE AS SET FORTH IN PARAGRAPH 3. AND AN ACCEPTANCE OF THE ASSIGNMENT OF THIS OPTION BY THE COUNTY, AND (2) COUNTY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

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

SELLER

PLAN ONE, INC.

[Signature]
Witness as to Seller

MARGARET E PERRY
Printed Name of Witness

47 SUNSET DR
Witness Address
SEBASTIAN FL 32958

Witness Address

[Signature]
Witness as to Seller
BARBARA McMANUS BMW
37 SUNSET DRIVE

Printed Name of Witness

37 SUNSET DRIVE
Witness Address

SEBASTIAN, FL 32958
Witness Address

STATE OF Florida

COUNTY OF Indian River

[Signature]
James P. McManus, VICE PRESIDENT

4/21/2026
Date signed by Seller

321-610-0159
Phone No. 8 a.m. - 5 p.m.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21 day of April, 2026 by James P. McManus, VICE PRESIDENT of Plan One, Inc.. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

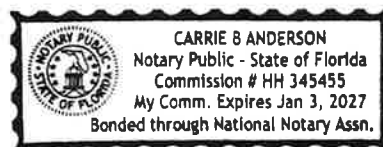


[Signature]
Notary Public

Carrie B Anderson
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: HH 345455

My Commission Expires: January 3, 2027



PURCHASER

THE CONSERVATION FUND CHARITABLE TRUST, DATED MAY 5, 2025

Julia H. Roberson
Witness as to Seller
Julia H. Roberson

Printed Name of Witness

1655 N. Fort Myer Drive
Witness Address

Ste 1300, Arlington, VA 22209
Witness Address

Witness Address

Matt Van Dyke

Witness as to Seller

Matt Van Dyke

Printed Name of Witness

1655 N. Fort Myer Drive
Witness Address

Witness Address

Ste 1300, Arlington, VA 22209
Witness Address

Witness Address

STATE OF VIRGINIA

COUNTY OF ARLINGTON

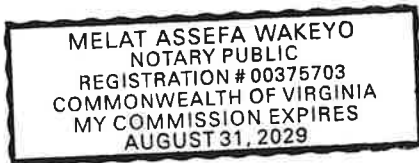
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22 day of April, 2026 by Christopher J. Bell, as Assistant Secretary for The Conservation Fund Charitable Trust, dated May 5, 2025. Such person(s) (Notary Public must check applicable box):

is/are personally known to me.

produced a current driver license(s).

produced _____ as identification.

(NOTARY PUBLIC SEAL)



Melat
Notary Public

Melat Assefa Wakeyo
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: 00375703

My Commission Expires: August 31, 2029

EXHIBIT "A"

LEGAL DESCRIPTION

Commence at the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 28 South, Range 37 East, run South 0 Degrees 17 Minutes, 40 Seconds, West along the East line of said Southwest 1/4 of Southeast 1/4, 330.00 feet; thence South 89 Degrees 33 Minutes, 49 Seconds West 497.11 feet for a point of beginning; thence run South 0 Degrees 25 Minutes, 8 Seconds West 537.62 feet to the North right of way line of State Road 514; thence South 67 Degrees 21 Minutes 40 Seconds, West along the North right of way line of State Road 514 a distance of 174.90 feet to the West line of the East 1/2 of said Southwest 1/4 of the Southeast 1/4; thence North 0 Degrees, 26 Minutes 30 Seconds East along the West line of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 603.71 feet; thence North 89 Degrees 33 Minutes 49 Seconds East 160.71 feet to the Point of Beginning.

EXHIBIT "B"

CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS

A. The Seller hereby certifies:

1. The Seller does not commit, attempt to commit, advocate, facilitate, or participate in terrorist acts, nor has Seller committed, attempted to commit, facilitated, or participated in terrorist acts.
2. The Seller will take all reasonable steps to ensure that Seller does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
3. Before providing any material support or resources to an individual or entity, the Seller will consider all information about that individual or entity of which Seller is aware or that is available to the public.
4. The Seller will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

B. For purposes of this Certification:

1. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
2. "Terrorist act" means:
 - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
3. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

SELLER



ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(CORPORATION)

Before me, the undersigned authority, personally appeared JAMES MCMAHUS ("Affiant"), this 21 day of APRIL, 2026, who, first being duly sworn, deposes and says:

1) That affiant, as VICE PRESIDENT of Plan One, Inc., is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in said Plan Once, Inc.: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
JAMES MCMAHUS	426 S. GOLFVIEW BLVD, CAPE CANAVERALE, FL 32909	50%
STAKE HOLDER	3905 103Y AVE, GAITHERSBURG, MD 20878	50%

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: (if non-applicable, please indicate None Non-Applicable)

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

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
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This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

[Handwritten Signature]

STATE OF Florida

COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21 day of April, 2020 by James P. McManus, Vice President of Plan One, Inc. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)



Carrie B. Anderson
Notary Public

Carrie B. Anderson
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: HH 345455

My Commission Expires: January 3 2027