

LAND DONATION AGREEMENT

THIS LAND DONATION AGREEMENT ("Agreement") is made this ___ day of _____ 2013, by and between ROCKTENN CP, LLC, a Delaware limited liability company, having its principal place of business at 504 Thrasher Street, Norcross, Georgia 30071 ("Donor") and ALACHUA COUNTY, FLORIDA, a Political subdivision of the State of Florida, by its Board of County Commissioners, whose mailing address is c/o Alachua County Public Works Department, 5620 NW 120th Lane, Gainesville, Florida, 32653 ("Donee").

RECITALS:

WHEREAS, Donor owns certain real property comprising approximately 667 acres, which is located in Alachua County, Florida and more particularly described in Exhibit "A" attached hereto and hereby made a part hereof (the "Property"); and

WHEREAS, the Property is the site of a former municipal solid waste landfill (the "Landfill") and Donee is currently remediating environmental impacts on the Property; and

WHEREAS, Donee desires to acquire the Property for, among other purposes, facilitating its ongoing environmental remediation activities associated with the Landfill, and Donor desires to donate the land to Donee subject to certain conditions; and

WHEREAS, Donee has reviewed and agrees with the conditions of the donation and, in order to induce Donor to donate the Property, it is willing to commit to those conditions.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, payment by Donee to Donor of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Donor and Donee (collectively, the "Parties") agree as follows:

1. **Donation of Property.** Donor agrees to donate the Property, including any standing timber, to Donee on the terms and conditions set forth in this Agreement. The donation of the Property contemplated by this Agreement shall be consummated on the date that is five (5) days following the completion of the Due Diligence Period (as hereinafter defined) (the "Closing Date"). In the event the Closing Date specified is not a business day, the Closing shall be held on the business day next following such date. All expenses incurred by Donor or Donee with respect to this Agreement, including, but not limited to attorneys' fees of Donor or Donee, shall be borne and paid exclusively by the party incurring same, without reimbursement. Real property taxes on the Property shall be prorated as of the Closing Date based upon the latest available tax bill. Any documentary tax or real property transfer tax arising out of the conveyance of the Property, the premium for the title insurance policy and any other fees and charges shall be paid by Donee.

2. **Title.** The conveyance from Donor to Donee shall be by a limited warranty deed. On or before the Closing Date, Donee may, at Donee's expense, order a survey of the Property and obtain a title commitment for the Property. Donee shall examine the title commitment and deliver to Donor a written statement of any objections to title. If Donor is unable or unwilling to satisfy all of the stated title objections by the Closing Date, Donee may either (a) waive the title objections and proceed to Closing, or (b) terminate this Agreement, in which case Donor and Donee shall have no further rights, obligations or duties hereunder.

3. Inspections.

3.1 Access. Subject to the terms and conditions set forth herein, Donee shall have the right and shall be entitled to enter upon the Property, at reasonable times beginning on the date first written above (the "Effective Date") and ending thirty (30) days from the Effective Date (the "Due Diligence Period"), at Donee's sole cost and expense, to inspect the Property and to determine the feasibility of accepting the donation from Donor. Donee shall provide Donor with not less than two (2) business days prior notice of Donee's intent to enter the Property. Donor shall have the right, but not the obligation, to be in attendance, or have a representative or consultant of Donor present, during any of Donee's inspection/investigation activities on the Property.

3.2 Testing. Donee shall not perform any inspections or tests requiring invasive methods, including, without limitation, the collection of soil, groundwater or other environmental samples, (collectively, "Invasive Testing") without the prior written consent of Donor. If Donor disapproves and does not allow any Invasive Testing proposed by Donee, then either party shall have the right to terminate this Agreement and neither party shall have any further rights, obligations or commitments under this Agreement.

3.3 Restoration and Repair. Donee shall fully and completely repair and restore the Property in the event of any damage whatsoever caused by Donee, Donee's agents or consultants during the pendency of this Agreement. To the fullest extent permitted by law, Donee hereby indemnifies and holds Donor and its officers, directors, employees, successors, affiliates and assigns (the "Donor Entities") harmless from and against any loss, damage, injury, claim or cause of action Donor Entities may suffer or incur as a result of Donee's inspections of the Property. The indemnity set forth in this subparagraph 3.3 shall survive the Closing or earlier termination of this Agreement.

4. Representations and Warranties.

4.1 Donor's Representations and Warranties. As used in this Section 4.1 and elsewhere in this Agreement, the phrase "to the knowledge of Donor" or phrases of similar import mean and are limited to the actual current knowledge, without duty of investigation or inquiry, of Gregory L. King, Senior Vice President of Donor, and not to any constructive knowledge of Mr. King, Donor, or any representative, affiliate or employee of Donor. Subject to the foregoing, Donor hereby warrants and represents to Donee, as of the date hereof and as of the Closing Date, as follows:

- a. Donor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. To Donor's knowledge, Donor is qualified to transact business in the State of Florida and has all requisite powers and all governmental licenses, authorizations, consents and approvals to carry on its business as now conducted and to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Donor hereunder.
- b. This Agreement has been duly authorized by all necessary action on the part of Donor, has been duly executed and delivered by Donor, constitutes the valid and binding agreement of Donor and is enforceable in accordance with its terms. To Donor's knowledge, there is no other person or entity who has an ownership interest in the Property or whose consent is required in connection with Donor's performance of its obligations hereunder. The person executing this Agreement on behalf of Donor has the authority to do so.
- c. To Donor's knowledge, the execution and delivery of, and the performance by Donor of its obligations under this Agreement will not contravene, or constitute a default under any provision of applicable law or regulation, Donor's organizational documents or any agreement, judgment, injunction, order, decree or other instrument binding upon Donor or to which the Property is subject. To Donor's knowledge, there are no outstanding written agreements pursuant to which Donor has agreed to sell or has granted an option or right of first refusal to purchase the Property or any part thereof.

4.2 Donee's Representations, Warranties and Covenants. Donee hereby warrants and represents to Donor, as of the date hereof and as of the Closing Date, as follows:

- a. This Agreement has been duly authorized by all necessary action on the part of Donee, has been duly executed and delivered by Donee, constitutes the valid and binding agreement of Donee and is enforceable in accordance with its terms. There is no other person or entity whose consent is required in connection with Donee's performance of its obligations hereunder. The person executing this Agreement on behalf of Donee has the authority to do so.
- b. Donee represents and warrants that as of Closing it shall have inspected the Property, having observed its physical characteristics and conditions. Having had the opportunity to conduct such investigation and study on and of the Property as it deems necessary, Donee hereby covenants and agrees to waive any and all objections to or complaints about the physical or environmental characteristics and conditions of the Property, including, without limitation, subsurface conditions and solid and hazardous wastes and hazardous substances that may be present on, under or related to the Property.
- c. DONEE COVENANTS AND AGREES TO ASSUME THE RISK THAT ADVERSE PHYSICAL CHARACTERISTICS AND ENVIRONMENTAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS OF THE PROPERTY DURING THE DUE DILIGENCE PERIOD OR OTHERWISE. DONEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING DONATED "AS IS" "WHERE IS" AND "WITH ALL FAULTS." EXCEPT AS EXPLICITLY STATED IN THIS AGREEMENT, DONOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE HABITABILITY, TENANTABILITY OR SUITABILITY FOR COMMERCIAL PURPOSES, MERCHANTABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES DONOR EXPRESSLY DISCLAIMS. DONEE ACKNOWLEDGES THAT, TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR PURPOSES OF ANY APPLICABLE LAW, RULE, REGULATION OR ORDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

5 Environmental.

5.1 Assumption of Liabilities. From the date of this Agreement forever into the future, Donee agrees to assume and perform, satisfy, pay and discharge all debts, actions, causes of action, lawsuits, claims, demands, and other liabilities and obligations of every kind and nature, whether past, present or future, known or unknown, fixed or contingent, arising from or relating to the Property, the Landfill, or any other environmental conditions of any kind or nature in, on, under or surrounding the Property or any of the improvements thereon caused by the Donee or any of its employees, contractors, vendors, invitees, agents or representatives (collectively, "Environmental Matters"). Without limiting the foregoing, the Parties specifically agree that Environmental Matters shall include liabilities or obligations such as fines, penalties, investigation, monitoring, removal actions, remediation (active or passive), risk assessment, containment and/or natural resource damages, arising from or relating to past, present and future industrial activities on the Property; operation of the Landfill; and/or relating to CERCLA, RCRA or any other law, regulation, ordinance, code, permit, common law, or directive of any governmental authority relating to health, safety, pollution or protection of the environment or natural resources ("Environmental Laws").

5.2 Release and Covenant Not To Sue. Donee agrees to waive, release, acquit and forever discharge Donor and its officers, directors, employees, successors, affiliates and assigns (collectively, the "Donor Entities") from any and all obligations, liabilities, claims, actions, causes of action, suits, losses, costs, damages, expenses, debts, bills, promises, judgments and demands, whether at law or in equity, which Donee could conceivably bring against the Donor Entities arising from or related to any

Environmental Matter. Donee further covenants not to sue, file or proceed with any suit, action, cause of action, demand or claim, whether at law or in equity, which Donee could conceivably bring against Donor Entities arising from or related to any Environmental Matter. Further, Donee shall not cause, induce or otherwise aid or assist any third-party in bringing any suit, action, cause of action, demand or claim of any kind or nature, whether at law or in equity, against Donor Entities arising from or relating to any Environmental Matter. Further, Donee shall not cause or induce any third party in bringing any suit, action, cause of action, demand or claim of any kind or nature, whether at law or in equity, against Donor Entities arising from or relating to any environmental matters.

5.3 Indemnification. To the fullest extent permitted by law, but subject to all applicable sovereign immunity statutes, the Donee shall indemnify, defend and hold harmless Donor Entities from and against any and all claims, causes of action, liabilities, expenses, fines, penalties, investigation or cleanup costs, defense costs, reasonable legal, consultants' and experts' fees, and damages of any nature whatsoever, including without limitation, investigation, response and remediation costs under CERCLA, arising from or relating to (i) breach of this Agreement, (ii) the Landfill, (iii) failure to comply with Environmental Laws, (iv) any Environmental Matter, and (vii) the activities of Donee or any third party, including any lessee or sublessee at any tier, on or about the Property after the Closing.

6 Miscellaneous.

6.1 Leases. Donor represents that the Property is not encumbered by any leases.

6.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

6.3 Entire Agreement; Modifications. This Agreement embodies and constitutes the entire understanding between the Parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

6.4 Headings The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.5 Interpretation and Construction. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been represented by counsel of its own selection, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and Donor and Donee hereby expressly waive and disclaim, in connection with the interpretation and construction of this Agreement, any rule of law or procedure requiring otherwise, including without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared this Agreement or any earlier draft of this Agreement.

6.6 Notice Whenever this Agreement requires or permits any consent, approval, notice, request or demand from one party to the other (collectively, "Notice"), such Notice must be in writing and shall be delivered either by hand or by a nationally recognized overnight delivery service. Notice shall be effective on the date of actual delivery or, if delivery is attempted but refused by the receiving party, the date on which such delivery was attempted. Each party's initial address for delivery of any Notice is designated below, but any party from time to time may designate a different address for delivery of any Notice by delivering to the other party Notice of such different address:

If to Donor: RockTenn CP, LLC
504 Thrasher Street
Norcross, Georgia 30071
Attn: General Counsel

with a copy to: M. Henry Day, Jr.
RockTenn CP, LLC
504 Thrasher Street
Norcross, Georgia 30071

If to Donee: C/O Public Works Director
Public Works Department
5620 NW 120 Lane
Gainesville, FL 32653

with a copy to: J. K. Irby
Clerk of the Circuit Court
12 SE First Street
Gainesville, FL 32601
Attn: Finance and Accounting

6.7 Additional Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by Donor or Donee, Donor and Donee hereby agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or thereafter, any and all such further acts, deeds, and assurances as Donor or Donee, as the case may be, may reasonably require to (i) evidence and vest in the Donee the ownership of, and title to, the Property, and (ii) consummate the transactions contemplated hereunder.

6.8 Applicable Law. This Agreement shall be construed under, and in accordance with, the laws of the State of Florida.

6.9 No Assignment. Donee shall not have the right to assign this Agreement without the prior written consent of Donor.

6.10 Severability. If any provision in this Agreement is invalid, illegal, or unenforceable, such provision shall be construed as narrowly as possible to allow Donor and Donee to be afforded the benefits and protections of this Agreement. Such provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall continue in full force and effect.

6.11 Counterparts. This Agreement may be signed in one or more counterparts. Two or more duplicate originals of the written instrument containing this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same agreement.

6.12 Electronic/Fax Signatures. Unless required otherwise elsewhere in this Agreement, any signed document transmitted electronically or by facsimile (fax) machine shall be treated in all manner and respects as an original document and the signature of any party hereto upon a document transmitted electronically or by fax machine shall be considered an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES:

ROCKTENN CP, LLC
a Delaware Limited Liability Company

Stacy D. Grogan
print name: Stacy D. Grogan

By: [Signature]
GREGORY L. KING,
Senior Vice President mhd

Gina Poteet
print name Gina Poteet

STATE OF GEORGIA
COUNTY OF GWINNETT

The foregoing instrument was acknowledged before me this 8th day of October, 2013, by GREGORY L. KING, as Senior Vice President of ROCKTENN CP, LLC, a Delaware Limited Liability Company, on behalf of the said company, and who is personally known to me or who has produced _____ as identification.

[Signature]
Notary (print name) _____
My Commission Expires: _____
Commission No: _____



BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

Executed by:

Lee Pinkoson, Chair

Attest:

J. K. Irby, Clerk

Approved as to form:

[Signature]
County Attorney

EXHIBIT "A"

Parcel 1. Tax Parcel No. 17664-000-000

The West ½ of Section 17, Township 9 South, Range 21 East; And also,

Parcel 2. Tax Parcel No. 17665-000-000, 17665-002-000 and 17673-000-000

A.) That part of Lots 1, 2, 3, 4, 7 & 8 lying north of the north right of way line of a platted 50.0 foot right of way; And also,

B.) That part of Lots 1, 2, 3 and 4 lying south of the south right of way line of the said platted 50.0 foot right of way; And also,

C.) Lot 13, 14, 15, 16, 17, 18, 23, 24 and a strip lying westerly of Lots 18 and 23 and easterly of the platted Robert Maacs 106.66 acre parcel; And also,

D.) The East ½ of the North 14.0 chains of the South 40.0 chains of the East 26 ½ chains of the West 52 ⅔ chains;

All of said parcel 2 is lying and being within a subdivision of Section 18, Township 9 South, Range 21 East, that was recorded in Deed Book 'O', page 447 of the public records of Alachua County; And also,

Parcel 3. Tax Parcel No. 17622-000-000

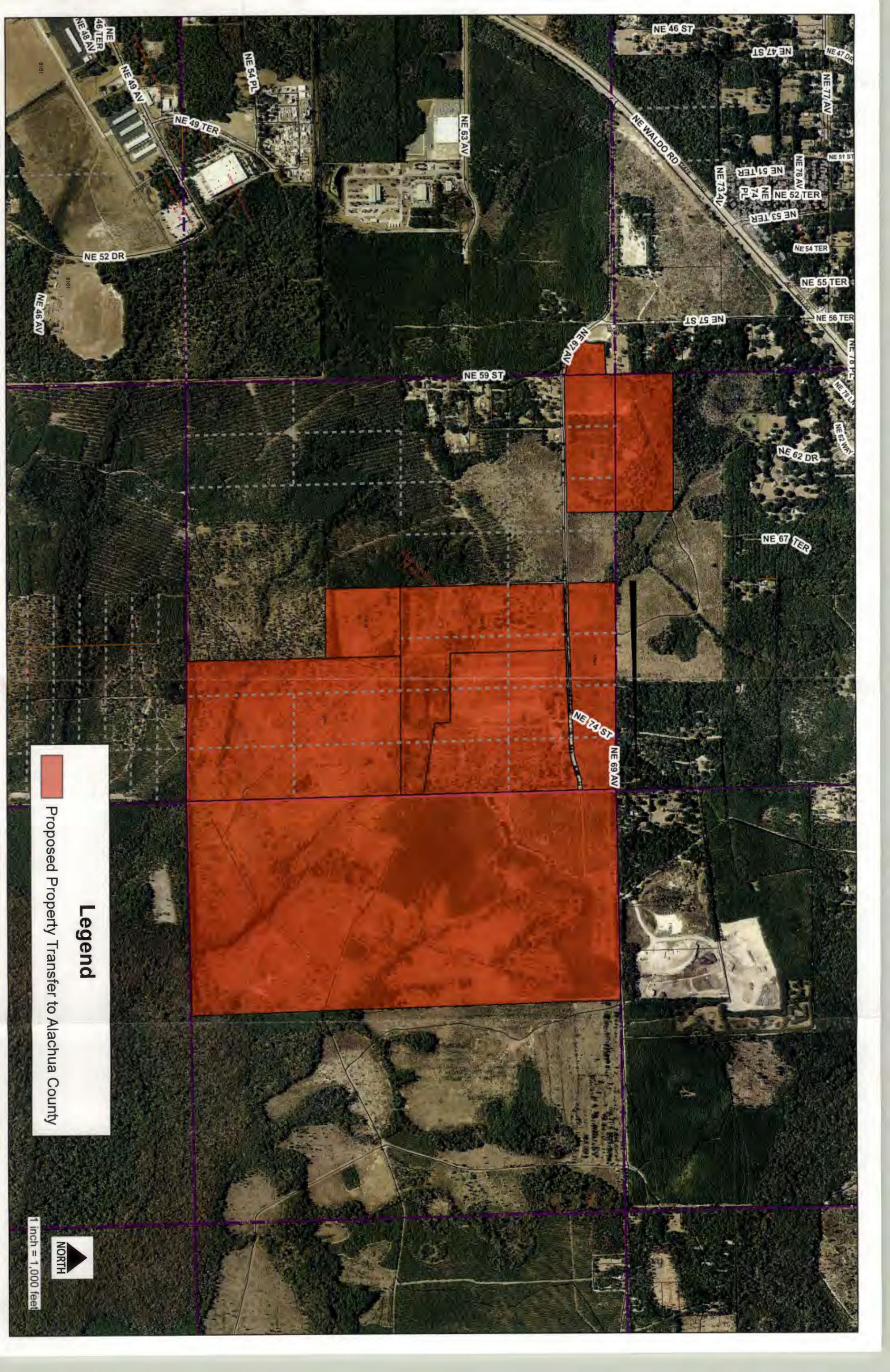
The South 717 feet, of the West 1715 feet, of Section 7, Township 9 South, Range 21 East; Less and except that which was deeded to Terrapointe LLC, as per Corrective Special Warranty Deed, recorded in Official Record Book 3983, page 783 of the public records of said Alachua County; And also,

Parcel 4. Tax Parcel No. 07872-003-000

All that part of the Northeast ¼ of Section 13, Township 9 South, Range 20 East, that lies northerly and easterly of the northerly right of way line of Northeast 67th Avenue and easterly of the easterly right of way line of NE 57th Street. Less and except the property of the Church of God by Faith Inc., as per Official Record Book 4162, page 862 of the public records of said Alachua County; also known as Tax Parcel No. 07872-003-007; Also, less and except, the additional property of the Church of God by Faith Inc., as per Official Record Book 1622, page 877 of the public records of said Alachua County, also known as Tax Parcel No. 07836-032-001.

All 6 parcels lying and being in Alachua County, Florida, and consisting of approximately 667 acres.

It is the intent of the Donor to deed all of their remaining property within Section 13, Township 9 South, Range 20 East, and within Sections 7, 17, and 18, Township 9 South, Range 21 East, Alachua County, Florida.



Legend



Proposed Property Transfer to Alachua County



1 inch = 1,000 feet

ALACHUA COUNTY

