

**OPTION CONTRACT TO PURCHASE REAL PROPERTY
BETWEEN
ALACHUA COUNTY, FLORIDA,
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND
LESSIE M. RIMES**

THIS OPTION CONTRACT (the “**Contract**”) is made and entered into by and between LESSIE M. RIMES (the “**Seller**”) whose address is P.O. Box 22, Worthington Springs, FL 32697 and ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is c/o Alachua County Office of Land Conservation and Management, 12 S.E. 1st Street, Gainesville, Florida, 32601 (“**County**”); and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32178 (the “**District**”) (collectively, the County and the District are referred to herein as the “**Buyers**”; the Seller, the County, and the District are referred to herein as the “**Parties**”).

WITNESSETH:

WHEREAS, Seller owns fee simple title to the property as more fully described in **Exhibit A**, which is attached hereto and incorporated by reference into this Contract, and is more particularly described in Paragraph 3 (a) below. (the “**Property**”); and

WHEREAS, the Buyers wishes to acquire an option to purchase fee simple title to the Property from Seller as provided herein; and

WHEREAS, the Seller wishes to furnish the Buyers with an option to purchase the Property as provided herein.

NOW THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration the receipt and sufficiency of is hereby acknowledged by the Parties, the Parties agree as follows:

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1. **EFFECTIVE DATE.** This Contract shall become effective as of the day and year upon which the last of the Seller, County, or District have executed this Contract as set forth on the signature page hereof ("**Effective Date**"). This Contract becomes legally binding upon execution by the Parties.

2. **DEFINITIONS.** The capitalized terms below shall have the following meanings herein:

Closing Agent shall mean the law firm of Salter Feiber, P.A., a Florida Corporation, with offices at 3940 NW 16th Boulevard, Building B, Gainesville, Florida, 32605; Phone (352) 376-8201. The Closing Agent is the attorney for the County notwithstanding its other duties herein and shall continue to act as attorney for the County only, and not the Seller or the District, regarding the Contract and this transaction.

Title Commitment shall mean the written commitment of a Florida licensed title insurance company to insure and provide title insurance policies to the County and the District. The Closing Agent shall ensure the County and District are the named insured for the Property.

Surveyed Acres For the purposes of this Contract the definition of "Surveyed Acres" shall only apply to the net acres, as ratably adjusted by the Survey (as defined below), to determine the final purchase price as described in Paragraph 4. "**Surveyed Acres**" shall mean the total number of acres of the Property excluding: (1) public rights of way; (2) railroad rights of way; (3) cemeteries; (4) lands under control or possession of anyone other than the Seller; and/or (5) lands below the ordinary high water line (OHWL), mean high water line (MHWL), of any river, lake or stream that are state sovereign submerged lands, if any, however if neither an OHWL nor MHWL has been determined for any river, lake, or stream, the safe upland line may be utilized by the Surveyor to determine the net acreage amount that shall be utilized to calculate the Purchase Price described in Paragraph 4 below.

Survey shall mean the boundary survey of the Property made by a Florida licensed surveyor who the County shall select from its list of approved surveyors. The surveyor shall: (1) certify the Survey to the County, the District, the Seller, the Closing Agent, and the Florida licensed title insurance company issuing the Title Commitment; (2) meet the requirements

of Chapter 472, Florida Statutes; (3) provide a “metes and bounds” legal description of the Property; and (4) list the exact number of Surveyed Acres to the hundredth decimal place or as reasonably practical.

Environmental Reports shall mean any and all environmental site assessments, audits, reports, and/or correspondence relating to any potential environmental matters on any portion of the Property.

3. **OPTION TO PURCHASE THE PROPERTY.**

a. **GRANT OF OPTION.** Seller hereby grants to the Buyers the irrevocable and exclusive option to purchase certain real property consisting of approximately 161 acres, more or less, and being more particularly described in **Exhibit “A”** attached hereto and expressly made a part of this Contract (the “**Option**”); together with the buildings and improvements thereon, and including all fixtures and articles of personal property attached to or appurtenant to or used in connection with the premises, except as more particularly set forth in the paragraph labeled “**Fixtures**” below, as well as easements, rights-of-way, privileges, benefits, contract rights, development rights, together with all appurtenances, hereditaments, and riparian and littoral rights, permits, licenses or approvals associated with said real estate (collectively, the “**Property**”). **The Option must be exercised on or before December 31, 2023,** unless extended by other provisions of this Contract (“**Option Period**”).

b. **OPTION TERMS, EXERCISING THE OPTION.** The option payment is \$1,000.00 (the “**Option Payment**”), which shall be paid by the County to Seller as consideration for the irrevocable right to elect to purchase the Property during the Option Period pursuant to the terms herein. The County shall deposit the Option Payment with the Closing Agent within 15 days of the Effective Date. Except as otherwise provided below, exercise of the Option requires approval by both the Alachua County Board of County Commissioners (the “**BoCC**”) (on behalf of the County) and the Governing Board of the District (the “**Governing Board**”) (on behalf of the District), and the Buyers must deliver written Notice of Exercise of Option to Seller pursuant to the notice provisions contained within Paragraph 29 herein prior to the expiration of the Option Period (“**Exercise Date**”). If either the BoCC or the Governing Board does not approve the exercise of the Option,

then (i) the other Buyer may exercise the Option to purchase the entire Property by providing written notice to the Parties that said exercising Buyer intends to purchase the entire Property; in such event, immediately and automatically, the exercising Buyer will have all rights, duties, responsibilities, and obligations of (and thereafter will be referred to as) the "Buyers" under this Contract, and the non-exercising Buyer shall have no further rights, duties, responsibilities, or obligations under this Contract; or (ii) the Contract will terminate and become null and void, thereupon the Parties shall have no further rights, duties, responsibilities, or obligations under this Contract. The Option Payment shall be applicable to and credited against the Purchase Price at closing. If the Option to Purchase is not exercised as provided in Paragraph 3(a) above within the Option Period, then Seller shall retain the Option Payment, and the Parties will be released of all further liability and performance due under this Contract.

4. **PURCHASE PRICE.** If the Option is exercised as herein provided, the Seller will sell, and the Buyers will purchase, the Property for the amount of One Million Four Hundred Fifty-Three Thousand Three Hundred Forty-Seven Dollars (\$1,453,347) (the "Purchase Price"). The Purchase Price, less the Option Payment, shall be paid by the Buyers at closing. At Closing, the Buyers shall pay the Purchase Price based on the terms of the Joint Partnership Agreement, which is included as Exhibit "E" of this Contract.

At closing, the Buyers shall take title jointly in the Property. In the event only one Buyer exercises the Option (as provided in Paragraph 3(b) above), said exercising Buyer will take title to the entire Property and will pay the full Purchase Price.

5. **DOCUMENTS AND INFORMATION SELLER SHALL PROVIDE.** The Seller shall furnish to the Buyers, within 7 days of the Effective Date, the following documents and information:

- a. Copies of all title insurance policies, commitments, abstracts, opinions, searches and/or reports for any portion of the Property in the Seller's possession or control.
- b. Copies of all Environmental Reports in the Seller's possession or control.

c. Copies of all surveys of any portion of the Property in the Seller's possession or control.

d. Copies of all engineering reports, reports on water and utility availability and quality, site plans, zoning or other land use applications or stipulations or agreements, and copies of any permits or licenses which relate to the Property.

e. Copies of all leases, contracts, options, easements, licenses, mortgages, financing statements, security agreements, judgments, liens, claims of lien, tax assessment records, and all similar documents, known to the Seller, which are then in effect and may affect the title to the Property or the Seller's ability to convey fee simple title to the Property.

f. The Seller's social security or Federal Tax ID number.

6. **INSPECTIONS.** The Buyers shall have 120 days from delivery of Notice of Exercise of Option ("Inspection Period") to conduct any surveys, surface and subsurface explorations, soil tests, engineering studies, environmental site assessments, and any other inspections of the Property which the Buyers may elect to make ("Inspections").

a. The Buyers and their agents, servants, employees, representatives, consultants, contractors, or licensees shall have the right of entry upon the Property during the Inspection Period for all lawful purposes associated with this Contract. Such lawful purposes shall include, but not be limited to inspecting, surveying, photographing, appraising, cruising timber, conducting environmental assessments and taking soil, water and plant samples using borings, probes and test wells.

b. The Buyers shall return the Property to its existing condition to the extent possible, shall repair any and all damage to the Property that occurs as a result of the Buyers' acts on the Property for any Inspections.

7. **EVIDENCE OF TITLE AND TITLE INSURANCE.** During the Inspection Period, the Buyers shall obtain the Title Commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Property from a recognized title

insurance company doing business in the Alachua County area. The Title Commitment shall describe the Property, shall be dated later than the Exercise Date, shall be in the full amount of the Purchase Price, shall have attached legible copies of all instruments referred to therein, and shall disclose the title to the Property to be good, marketable, and insurable, subject only to the exceptions set forth in **Exhibit "C"** ("**Permitted Exceptions**"). Any exceptions shown on the Title Commitment other than the Permitted Exceptions, and other than those matters that shall be discharged by the Seller at or before closing, shall constitute "**Title Defects**" for purposes of Paragraph 9.

8. **SURVEY.** The Buyers shall perform and obtain the Survey during the Inspection Period. If the Survey shows (i) any encroachments on the Property, or that improvements, if any, on the Property encroach on other lands, or (ii) that the Property is not contiguous to a publicly dedicated right of way, or (iii) any other facts that affect the marketability of the title to the Property, then any such facts or matters so shown shall constitute a "**Title Defect**" for purposes of Paragraph 9.

9. **TITLE DEFECTS.** If either the Survey or the Title Commitment reveals any Title Defects, the Buyers may, individually or jointly, give written notice to Seller of any such Title Defects prior to the expiration of the Inspection Period. Should the Buyers provide such notice, Seller shall have a period of 60 days after the date of said notice to cure the Title Defects (the "**Cure Period**"). Seller shall use reasonable diligence in curing said Title Defects. In that event, the Closing Date shall be extended 70 days after the date of such notice (the "**Extended Closing Date**"). If any Title Defects, other than those that shall be cured or satisfied at closing, remain uncured by Seller at the end of Cure Period, the Seller shall then give the Buyers written notice of Seller's failure to cure the Title Defects and describe with specificity in that notice the Title Defects that remain uncured. Thereafter, the Buyers, as may be jointly determined and elected by the County Manager (without further approval by the BoCC) and the Executive Director of the District (without further approval by the Governing Board), may either: (a) accept the Title Defects and close this transaction according to the terms of this Contract no later than the end of the Extended Closing Date; or (b) terminate this Contract by written notice to the Seller; whereupon all Parties shall be relieved of all further obligations under this Contract. If one Buyer does not agree to accept Title Defects, the other Buyer may elect to proceed with the purchase of the entire Property solely and independently of the Buyer that does not

accept the Title Defects, by providing written notice of same to the other Parties. The Buyer that elects to close on the entire Property shall have all rights, duties, responsibilities, and obligations of (and thereafter will be referred to as) the "Buyers" under this Contract, and the Buyer that did not accept the Title Defects shall have no further rights, duties, responsibilities, or obligations under this Contract. Seller's reasonable diligence in curing Title Defects will not include the bringing of legal actions. Notwithstanding anything else herein to the contrary, the Seller shall, at closing, pay off, fully satisfy, and remove all encumbrances on the title to the Property which can be paid off and discharged from the sale proceeds, including, without limitation, mortgages, judgments, claims of lien and similar items.

10. **ENVIRONMENTAL SITE ASSESSMENT.** The Buyers' obligation to purchase the Property is contingent on the Buyers being able to obtain an environmental site assessment of the Property during the Inspection Period, which the Buyers determine, in their sole discretion, to be satisfactory. If the results of the environmental site assessment or any Environmental Reports furnished to the Buyers by a third party consultant or the Seller reveal that any portion of the Property is contaminated or violates applicable federal, state or local laws, ordinances, codes, rules, orders or regulations relating to pollution or protection of the environment or to threatened or endangered species (collectively the "**Environmental Defects**"), the Buyers shall provide written notice to the Seller of the Environmental Defects prior to the expiration of the Inspection Period. Should the County or the District provide such notice, the Seller shall have 60 days after the date of said notice to correct or remove the Environmental Defects. In that event, the Closing Date shall be extended seventy (70) days after the date of such notice (the "**Extended Closing Date**"). If the Seller is unable, after reasonable effort, to correct or remove the Environmental Defects within the 60 day time period, the Buyers, as may be jointly determined and elected by the County Manager (without further approval by the BoCC) and the Executive Director of the District (without further approval by the Governing Board), may either: (a) accept the Environmental Defects and close this transaction according to the terms of this Contract no later than the end of the Extended Closing Date, or (b) terminate this Contract by written notice to the Seller; whereupon all Parties shall be relieved of all further obligations under this Contract. If one Buyer does not agree to accept the Environmental Defects, then the other Buyer may elect to proceed with the purchase of the entire Property, solely and independently of the Buyer that does not accept the Environmental Defect, by providing

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written notice of same to the other Parties. The Buyer that elects to close on the entire Property shall have all rights, duties, responsibilities, and obligations of (and thereafter will be referred to as) the "Buyers" under this Contract, and the Buyer that did not accept the Environmental Defects shall have no further rights, duties, responsibilities, or obligations under this Contract.

11. **PERSONAL PROPERTY.** The Buyers may, at their sole option and expense, perform visual inspections of the Property at any time prior to closing. If the results of a visual inspection reveal that any portion of the Property contains personal property, refuse, garbage, junk, rubbish, trash and debris (the "**Debris**"), the Buyers may provide written notice to the Seller of the Debris prior to closing. Should the Buyers provide such notice, the Seller shall have 60 days after the date of notice to remove the Debris and shall remove all Debris identified in the written notice within said time period. In that event, the Closing Date shall be extended 70 days after the date of such notice (the "**Extended Closing Date**"). If the Seller fails to remove the Debris within the sixty (60) day time period, the Buyers, as may be jointly determined and elected by the County Manager (without further approval by the BoCC) and the Executive Director of the District (without further approval by the Governing Board), may either: (a) accept the Property with the Debris and close this transaction according to the terms of this Contract no later than the end of the Extended Closing Date; or (b) terminate this Contract by written notice to the Seller; whereupon all Parties shall be relieved of all further obligations under this Contract. If one Buyer does not agree to accept the Environmental Defects, then the other Buyer may elect to proceed with the purchase of the entire Property, solely and independently of the Buyer that does not accept the Environmental Defect, by providing written notice of same to the other Parties. The Buyer that elects to close on the entire Property shall have all rights, duties, responsibilities, and obligations of (and thereafter will be referred to as) the "Buyers" under this Contract, and the Buyer that did not accept the Environmental Defects shall have no further rights, duties, responsibilities, or obligations under this Contract.

12. **CASUALTY LOSS.** In the event any portion of the timber or improvements located on the Property is damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to closing, to an extent greater than Two Thousand and No/100 Dollars (\$2,000.00) in value, then the Buyers, as may be jointly determined and elected by the County Manager (without further approval by the BoCC) and the Executive

Director of the District (without further approval by the Governing Board), may either: (a) accept such loss and close this transaction according to the terms of this Contract; or (b) terminate this Contract by written notice to the Seller, whereupon all Parties shall be relieved of all further obligations under this Contract. If one Buyer does not agree to accept such loss, then the other Buyer may elect to proceed with the purchase of the entire Property, solely and independently of the Buyer that does not accept the loss, by providing written notice of same to the other Parties. The Buyer that elects to close on the entire Property shall have all rights, duties, responsibilities, and obligations of (and thereafter will be referred to as) the "Buyers" under this Contract, and the Buyer that did not accept such loss shall have no further rights, duties, responsibilities, or obligations under this Contract. Provided, however, if the Buyers proceed to Closing, the Seller shall be obligated to repair all damage to the improvements to the extent covered by insurance, regardless of the amount of such damage, or, at the option of the Buyers, the Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the Buyers.

13. **CLOSING DATE; AUTHORITY OF COUNTY MANAGER AND EXECUTIVE DIRECTOR OF THE DISTRICT.** This transaction shall be closed at a date and time mutually agreed upon by the Parties **no later than one hundred thirty-five** *4 1/2 months* (135) days after the Exercise Date (the "Closing Date"), as may be extended as provided herein, at or through the offices of the Closing Agent, unless otherwise provided for herein or agreed to by the Parties in writing. The County Manager may agree to terminate this Contract, or to extend the Inspection Period, Cure Period, or the Closing Date, on behalf of the County without further approval by the BoCC. The Executive Director of the District may agree to terminate this Contract, or to extend the Inspection Period, Cure Period, or the Closing Date, on behalf of the District without further approval by the Governing Board of the District.

14. **EXPENSES.** The Parties shall pay closing costs and expenses as follows:

SELLER:

Documentary Stamp Taxes

Seller's own Attorney Fees (if any)

Any Closing Agent Fees attributable to preparation of closing documents necessary to cure title defects

BUYERS (The percentage split between the County and the District is described in the Joint Participation Agreement, attached as Exhibit "E" to this Contract):

Survey

Environmental Site Assessment

Appraisals

Closing Agent Fees

Buyers' Attorney's Fees

15. AD VALOREM TAXES AND ASSESSMENTS ON THE PROPERTY.

a. For the year of closing, the Seller shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the Property, to discharge the lien of such ad valorem taxes and assessments. The Seller may take advantage of all legal procedures for discharging such lien by paying an estimated, prorated amount into escrow with the applicable tax collector(s) as provided by Section 196.295, Florida Statutes, Rule 12D-13.016, Florida Administrative Code, and other applicable provisions of law.

b. For all years prior to the year of closing, the Seller shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the Property, to discharge any and all liens of such ad valorem taxes and assessments.

16. ASSESSMENTS AND FEES. The Seller shall fully pay the following at or prior to closing: all unpaid public assessments for street, sidewalk or other improvements, if any; city or county garbage disposal fees, incineration fees, fire service fees, and the like; impact fees payable with respect to the Property; and any other fees or payments due to any governmental authority with respect to the Property.

17. CLOSING DOCUMENTS: Except as specifically provided below, the Seller shall deliver or provide the Closing Agent with information necessary to produce the following documents at or prior to closing:

a. An Affidavit of Non-Foreign Status, Notice of Non-Recognition, or Withholding Certificate to establish compliance with the Foreign Investment and Real

Property Tax Act of 1980 "FIRPTA". Any such documents executed and delivered by the Seller must comply with the provisions of FIRPTA and any regulations or rules promulgated thereunder. If the Closing Agent or the County has actual knowledge or have received notice that the information contained or representations made in such document(s) is false, or if the document(s) does not otherwise comply with FIRPTA, then the Closing Agent shall withhold 10% - 15% of the amount realized by the Seller and shall remit such amount to the IRS at closing along with the properly completed remittance form.

b. Seller shall furnish a Seller's affidavit, in form acceptable to the Closing Agent, the title insurance company, the County, and the District, sufficient to remove standard printed exceptions to title in the Policy regarding (i) rights or claims of parties in possession; and (ii) mechanic's liens.

c. An environmental affidavit affirming the Seller's representations and warranties listed in Paragraph 22.

d. IRS 1099 Form, if required.

e. Incumbency Certificate, Resolution and Affidavit, in form acceptable to the Closing Agent, from the Seller if the Seller is not a natural person.

f. Seller shall deliver satisfaction(s), release(s) or estoppel letters from lenders and others holding mortgages or liens on the Property.

g. Seller shall deliver an assignment of all of Seller's rights, title and interest in all development rights, permits, licenses, benefits, consents, or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information.

h. Any other documents or information the Closing Agent reasonably requests or requires to complete the transaction.

18. **CONVEYANCE.** At closing, the Seller shall convey fee simple title of the Property to the County and the District by general warranty deed, free and clear of all liens

and encumbrances except for those matters expressly allowed for herein or otherwise agreed to by the Parties in writing. The BoCC authorizes the County Manager to accept liens and encumbrances related to the Property without requiring further approval of the BoCC. The Governing Board of the District authorizes the Executive Director to accept liens and encumbrances related to the Property without requiring further approval of the Governing Board. The deeds of conveyance shall: (1) utilize the "metes and bounds" legal descriptions of the Property; and (2) meet the standards of the Closing Agent, the County, and the District as to form. Possession of the Property shall pass to the County and the District at the time of closing.

19. **TIME IS OF THE ESSENCE.** In all matters relating to this Contract, **TIME IS OF THE ESSENCE.**

20. **NO ALTERATIONS PRIOR TO CLOSING.** After the Effective Date, the Seller will not, without prior written consent from the County and the District:

- a. Cut any timber from the Property or otherwise alter the Property, or
- b. Execute or enter into any lease, contract, option, easement, license, mortgage, financing statement, security agreement, or similar document concerning or affecting the Property.

21. **GENERAL CONDITIONS TO OBLIGATIONS OF THE BUYERS.** The obligations of the Buyers are, at the option of the Buyers, contingent upon these conditions:

- a. The representations and warranties made by Seller herein shall be correct statements of fact as said facts exist as of the Closing Date, and at all times between the Effective Date and the Closing Date.
- b. All terms, covenants, agreements and provisions of this Contract to be complied with and performed by the Seller on or before the Closing Date shall have been duly complied with or performed.

22. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER.

The Seller hereby represents, warrants, and covenants to and with the County and the District as follows:

a. Except for those matters that will be discharged at closing, the Seller, and only the Seller, holds fee simple title to the Property and neither the Seller nor any other party has a common law or statutory way of necessity over or across the Property pursuant to §704.01, Florida Statutes.

b. From and after the Effective Date, Seller shall not enter into any contracts, agreements, encumbrances, liens, or other documents or instruments for or regarding the sale, transfer, disposition, assignment, conveyance, encumbrance, lien, pledge, of any Property, or any part thereof or any interest therein, or which may result in any lien or encumbrance with regard to the Property, or any part thereof, or an interest therein, without the prior written consent of the County and the District.

c. The person executing this Contract on behalf of the Seller is fully and duly authorized to do so by Seller, and any and all actions required to make this Contract and the performance thereof legally binding obligations of Seller, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for Seller to enter into or perform this transaction.

d. Seller has paid (or covenants that he will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property, subject to the proration therein provided.

e. Except for the liens, encumbrances, or charges against the Property specifically disclosed in this Contract, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or charges, which could adversely affect title to the Property after the Effective Date or the Closing Date, and Seller has no knowledge of any matters pending that could result in a lien against the Property, or in any way substantially adversely affect title to the Property.

f. From and after the Effective Date, Seller will not cause, permit, suffer, or allow any change, modification or alternation to be made to the Property, or any part or portion thereof, or its physical condition without the prior written consent of County and District.

g. There are no leases of the Property, or any portion thereof.

h. Seller represents that during its ownership the Property has never been used for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials, and no such toxic or hazardous waste or materials are present on, in, or under the Property. As used herein "hazardous or toxic wastes or materials" shall mean and refer to any substance or matter giving rise to liability or regulations under any federal, state, or local law, statute, regulation, rule or ordinance.

i. To the best of the Seller's actual information and belief, no party has ever used the Property as a dump, landfill or garbage disposal site.



j. To the best of the Seller's actual information and belief, the Property presently complies with all applicable environmental laws, rules and regulations.

k. The Seller is unaware of any previous violations of applicable environmental laws, rules and regulations regarding the Property.

l. The Seller has not received notice from any government agency that the Property violates any federal, state or local laws, ordinances, codes, rules, orders or regulations or that any remedial action is required on the Property. The Seller shall, after closing, indemnify, defend and hold the Buyers harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, (including but not limited to attorney's fees, court costs, and agency costs of investigation) for actual damage to the environment, personal injury or death, or damage to property, due to a release or alleged release of hazardous materials on or under the Property or in the surface or ground water located on or under the Property, or gaseous emissions from the Property or any other adverse environmental condition existing on the Property, occurring prior to closing, that is caused by, arising from or any way related to the invalidity of the foregoing representations.

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m. The Seller is not a "foreign person" as that term is defined in 26 U.S.C.A. §1445(f)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including but not limited to 26 U.S.C.A. §1445.

n. Upon closing, sole and exclusive possession of the Property shall transfer to the Buyers.

o. There are no actions, suits or proceedings of any kind or nature whatsoever legal or equitable, actual or threatened, affecting the Property, or any portion thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any Federal, state, county or municipal department, commission, board, bureau, or agency or other government instrumentality.

p. No commitments have been made, to the best of Seller's knowledge, to any governmental authority, utility company, school board, church or other religious body, or any homeowner's association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon the Buyers, or the Buyers' successors or assigns, to make any contribution or dedications or money or land, or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property, or any part thereof.

q. No person, firm or other legal entity other than the Buyers has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

r. The execution and delivery of this Contract and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

s. Seller is not aware of any information or facts concerning the physical condition or the Property, or the existing or proposed governmental regulation of the use or development of the Property, which would materially or adversely affect the value or use thereof which has not been disclosed to the Buyers in writing. In the event that changes occur as to any information, documents, or exhibits referred to in any part of this Contract, Seller will immediately disclose same to the Buyers when first available to Seller.

t. No representation, warranty or covenant in this Contract, nor any document, certificate or exhibit given or delivered to the Buyers pursuant to this Contract, when read singularly or together as a whole, contains any untrue statement of a material fact, or omits a material fact necessary to make the statements contained therein true in the light of the circumstances under which they were made, to the best of Seller's knowledge.

u. Seller is not subject to any bankruptcy proceeding, assignment for benefit of creditors, receivership or similar proceedings and that the conveyance of the Property as set out herein will not result in the Seller becoming bankrupt or insolvent.

23. REPRESENTATIONS AND WARRANTIES OF THE BUYERS. The Buyers hereby represent and warrant to Seller as follows:

a. No consent to the transaction contemplated by this Contract by any person or entity other than the Buyers is required.

b. No representation, warranty or covenant in this Contract, nor any document, certificate or exhibits given or delivered to Seller pursuant to this Contract, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact necessary to make the statement contained therein true in light of the circumstances under which they were made.

24. CONTINUING REPRESENTATION AND WARRANTIES. The representations and warranties of the Parties contained herein shall be continuing up to and including the Closing Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing.

25. **EMINENT DOMAIN.** The Seller has no knowledge of any threatened or pending eminent domain proceedings affecting the Property. In the event eminent domain proceedings are pending (without Seller's knowledge) or instituted after the Effective Date, to acquire all or any part of Property, the Parties agree that:

a. The Seller shall, upon discovery, immediately notify the Buyers of such threatened or pending eminent domain proceedings and provide to the Buyers copies of all written correspondences, pleadings or other papers concerning the eminent domain proceeding as the Seller receives them.

b. The Buyers may either: (i) Terminate the Contract by written notice to the Seller, whereupon the Parties shall be relieved of all further obligations under the Contract; or (ii) the Buyers may elect to keep the Contract in full force and effect and assume sole control and direction (including settlement authority) of the eminent domain proceedings. The Buyers shall receive the eminent domain award and the Purchase Price shall remain as defined above. The Seller shall execute all assignments or documents as are necessary to accomplish the same.

26. **REAL ESTATE COMMISSIONS.** Each party represents, covenants, and warrants to the other that there are no real estate brokers or any third parties entitled to receive any compensation or payment in connection with the sale and purchase of the Property. Seller agrees to hold the Buyers harmless from any real estate commission or fees which may be claimed to be due through the Seller or pursuant to the acts of the Seller. Seller further covenants and agrees to indemnify the Buyers for damages, court costs and attorney's fees incurred as a result of any such claim.

27. **AUTHORITY.** Each party hereby represents and warrants to the other party, which representations and warranties shall be true and shall be deemed to be restated at the closing:

a. Each party has full authority to bind itself to the obligations stated herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

b. The execution and delivery of this Contract and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

28. **FURTHER ASSURANCES.** The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Contract.

29. **NOTICES.** Any notice, demand, request, or other communication required or permitted by this Contract or by law shall be in writing, and shall be deemed to be given when (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express), or (d) delivered via e-mail to the following addresses:

Seller:

Lessie M. Rimes
P.O. Box 22
Worthington Springs, FL 32697
jdrimes3@gmail.com

The Buyers:

County:

ALACHUA COUNTY BOARD OF COMMISSIONERS
12 SE 1st Street
Gainesville, FL 32601
Attention: Michele Lieberman, County Manager
Telephone: (352) 374-5204
Facsimile: (352) 338-7363
Email: mlieberman@alachuacounty.us

and

Alachua County Land Conservation & Management Program
408 W. University Avenue, Suite 106

Page 18 of 31

Gainesville, Florida 32601
Attention: Andi Christman, Environmental Program Manager
Telephone: (352) 264-6803
Email: achristman@alachuacounty.us

District:
St. Johns River Water Management District Real Estate Services Program
4049 Reid Street
Palatka, Florida 32178
Telephone: (386) 329-4500
Email: RealEstateServices@sjrwmd.com
Attention: Sheila Theus, Real Estate Services Program Director
Telephone: (386) 312-2342
Email: stheus@sjrwmd.com

To change or update any of the addresses above, the notifying party shall provide notice of the change in writing to the other party using the methods set out above. The date of notice shall be the date the notifying party sends notice to the receiving party. If the notifying party delivers personal notice to the receiving party, the receiving party shall have received notice upon receipt thereof.

30. DEFAULT.

a. If the Buyers fail to consummate the purchase of the Property in accordance with the terms of this Contract for any reason other than Seller's default or the Buyers' termination of this Contract as allowed herein, Seller's sole remedy against the Buyers shall be to retain the Property and the Option Payment (including any interest earned thereon) paid by the Buyers as liquidated and agreed upon damages, and all Parties shall be relieved from any further obligations under this Contract. It is agreed by the Parties that such amount is a fair and reasonable measure of the damages to be suffered by Seller in the event of such default and that the exact amount thereof is incapable of ascertainment.

b. In the event Seller breaches its covenant to convey the Property to the Buyers or otherwise fails to perform its obligations under this Contract, for any reason except for the Buyers' default, the Buyers shall be entitled (a) to receive a prompt and complete return of the Option Payment (including any interest earned thereon), in which event the Parties shall be relieved from any further obligations under this Contract, or (b)

to pursue any and all remedies available under law or equity, including specific performance, and to seek and recover any and all damages available to the Buyers under law or in equity. However, specific performance is not available as a remedy for failure to cure (i) Title Defects that cannot be cured by a payment of a portion of the Payment Price at closing, or (ii) failure to cure Environmental Defects.

31. **TERMINATION.** If this Contract is terminated by either party as allowed herein, all Parties shall be released from any further obligation under this Contract.

32. **ASSIGNMENT.** This Contract may not be assigned by either party without the written consent of the other party.

33. **PERSONS BOUND.** This Contract shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, and permitted assigns.

34. **ESCROW.** Any escrow agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse same in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse performance by the Buyers, and may be treated as a default by the Buyers at the option of the Seller. In the event of doubt as to the escrow agent's duties or liabilities under the provisions of this Contract, the escrow agent may in agent's sole discretion, continue to hold the funds in escrow until the Parties mutually agree to the disbursement thereof, or until a judgment or a court of competent jurisdiction shall determine the rights of the Parties thereto, or escrow agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute, and upon notifying all Parties concerned of such action, all liability on the part of the escrow agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit between the Buyers and Seller wherein the escrow agent is made a party by virtue of acting as an escrow agent hereunder, or in the event of any suit wherein escrow agent interpleads the subject matter of this escrow, the agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All Parties agree that the escrow agent shall not be liable to any party or person whomsoever for misdelivery

to the Buyers or Seller of items subject to escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the agent.

35. **ENTIRE AGREEMENT.** This Contract contains all of the agreements, representations and warranties of the Parties hereto with respect to the Property, and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Contract, which alone fully and completely expresses the agreements and understandings of the Parties hereto. This Contract may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all Parties. County Manager may extend any of the dates herein if so requested by the Seller.

36. **APPLICABLE LAW; VENUE.** This Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.

37. **WAIVER OF RIGHT TO TRIAL BY JURY.** Each party waives its rights to demand trial by jury.

38. **SOVEREIGN IMMUNITY.** The County fully retains all sovereign immunity protections afforded to it as a charter county and a political subdivision of the State of Florida. The District fully retains all sovereign immunity protections afforded to it under the constitution and laws of the State of Florida. Nothing contained in this Contract or in any instruments executed pursuant to the terms of this Contract shall be construed as a waiver or attempted waiver by the Buyers of their sovereign immunity under the constitution and the laws of the State of Florida. All claims against the Buyers that are permissible pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes.

39. **SEVERABILITY.** In the event any portion of this Contract is found to be unenforceable, the remainder of this Contract shall remain in full force and effect if the deletion of such portion shall neither affect the overall intent of this Contract, nor materially impair the benefits negotiated by each party hereunder.

40. **CONSTRUCTION.** The provisions of this Contract have been carefully and fully negotiated between the Parties, each of which has relatively equal bargaining power. The terms of this Contract are to be construed in accordance with their fair meaning and intent and are not to be construed against either party merely because such party or its counsel drafted this Contract. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be automatically extended to the next day which is not a Saturday, Sunday or legal holiday and the Buyers are open for regular business.

41. **NO RECORDING OF CONTRACT.** The Parties agree that neither the Buyers nor the Seller shall cause this Contract to be recorded in any public records relating to the Property.

42. **COUNTERPARTS.** This Contract may be executed by the Parties hereto individually or in combination, in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same contract. This Contract may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery.

43. **HEADINGS.** The captions and headings contained in this Contract are for reference purposes only, and shall not in any way affect the meaning or interpretation hereof.

44. **WAIVER.** No provision of this Contract or any rights hereunder may be waived unless such waiver is in writing and is signed by the party waiving such provision or right. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Contract, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law or in the provisions of this Contract shall not exclude other remedies unless they are expressly excluded.

45. **SURVIVAL OF REPRESENTATION AND WARRANTIES.** The respective representations, warranties, covenants, and agreements of Seller and the Buyers contained in this Contract shall survive the closing of this transaction and remain in effect.

46. **NON-WAIVER OF DISTRICT'S REGULATORY POWERS.** Nothing contained in this Contract shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the District as is now or hereafter exists under applicable laws, rules and regulations.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EXECUTED this 30th day of November, 20 23, by the Seller,
Lessie Rimes on behalf of herself.

SELLER:

Signed, sealed and delivered
 in the presence of:

Kimberlie Riggs
 Witness No 1 Signature

Kimberlie Riggs
 Witness No 1 Print Name

Leslie C. Snyder
 Witness No 2 Signature

Leslie C. Snyder
 Witness No 2 Print Name

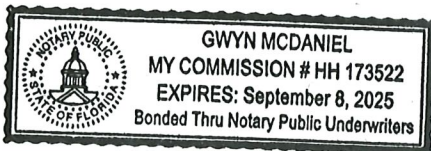
By: Lessie M. Rimes

Lessie M. Rimes

STATE OF FLORIDA
 COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by physical presence this 30th day of
November 20 23 by Lessie M. Rimes. She is [] personally known to me or [☒] has


produced FLDL as identification.
 (type of identification)




Gwyn McDaniel
 Notary Public – State of Florida
 Print Name: Gwyn McDaniel
 Commission Number: HH 173522
 Commission Expiration Date: 9/8/25

EXECUTED this ____ day of _____, 2023, by the County Manager, on behalf of Alachua County, a charter county and political subdivision of the State of Florida, acting within his/her signature authority as granted by the Board of County Commissioners.

ALACHUA COUNTY

DocuSigned by:

By: C7F19429107E492...
Carl Smart
_____, County Manager
12/4/2023

APPROVED AS TO FORM

DocuSigned by:

70E5E81DBE1E4D3...
Alachua County Attorney's Office

EXECUTED this _____ day of _____, 2023, by the Executive Director, on behalf of St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____
Michael A. Register, P.E.
Executive Director

ATTEST:

By: _____
Erin Preston
General Counsel

For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:

By: _____
Karen Ferguson
Senior Assistant General Counsel

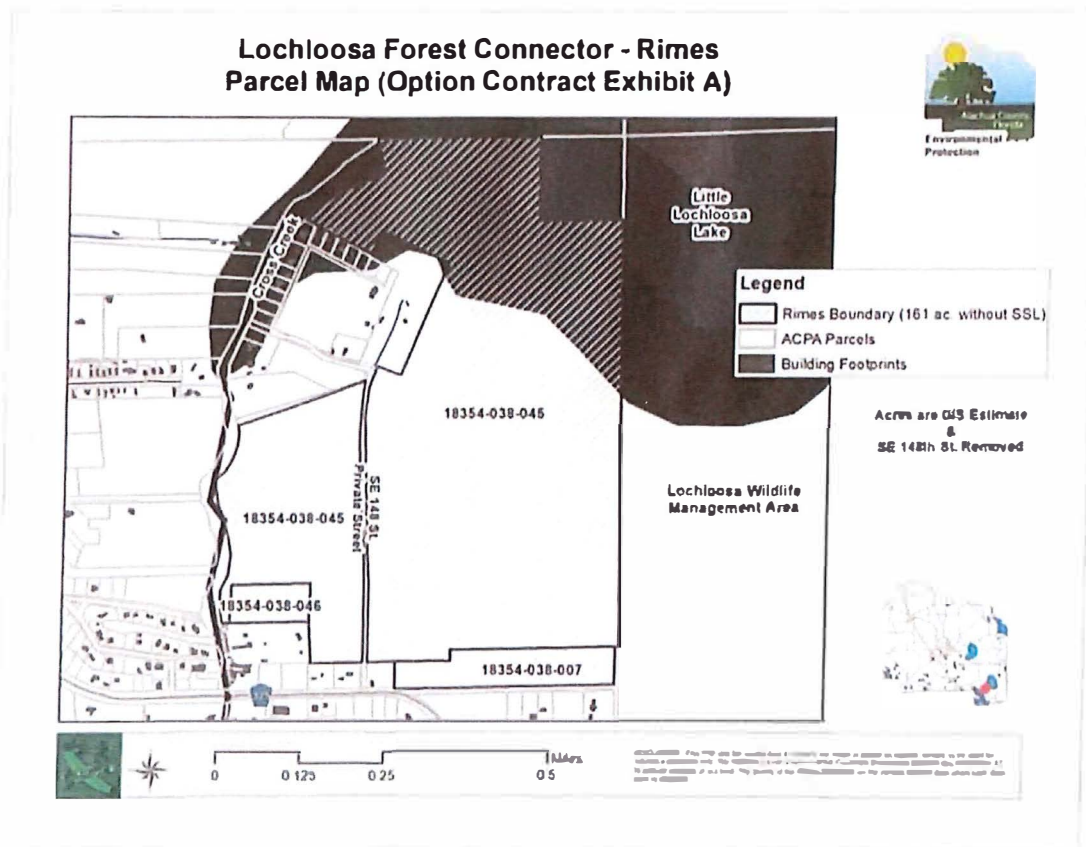
Page 26 of 31

ACF Option Contract – Lochloosa Connector – Rimes

ma Seller's Initials
CS County's Initials
_____ District's Initials

Exhibit A – Property Description

Alachua County Property Appraiser tax parcel 18354-038-007 (FOREST GROVE PB A-41 LOTS 7 8 9 10 11 12 13 14 15 16 17 OR 604/336), and Alachua County Property Appraiser tax parcel 18354-038-046 (COM NE COR LOT 1 FORREST GROVE PB A PG 41 S 89 DEG 52 MIN W 211 FT N 03 DEG 44 MIN E 326.25 FT POB N 03 DEG 44 MIN E 300 FT N 89 DEG 52 MIN E 626.25 FT S 03 DEG 44 MIN W 300 FT S 89 DEG 52 MIN W 626.25 FT) (, and a portion of Alachua County Property Appraiser tax parcel number 18354-038-045 (ALL SEC E OF CROSS CREEK & N OF FOREST GROVE S/D LESS COM NE COR LOT 1 FOREST GROVE E 626.25 FT N 326.25 W 626.25 FT TO WATERS EDGE S/LY ALONG WATERS EDGE TO POB LESS NE 1/4 OF NE 1/4 OF NE 1/4 LESS LOCHLOOSA GARDENS UNIT 1 & LESS TRACT TO ARNOLD AS PER O) as depicted below.



ACF Option Contract – Lochloosa Connector – Rimes

SMS Seller's Initials

CS County's Initials

____ District's Initials

EXHIBIT B – Beneficial Interest and Disclosure Affidavit Form

[not applicable]

Page 28 of 31

ACF Option Contract – Lochloosa Connector – Rimes

DS Seller's Initials

CS County's Initials

____ District's Initials

EXHIBIT C – Permitted Exceptions

1. NONE

Page 29 of 31

ACF Option Contract – Lochloosa Connector – Rimes

SM Seller's Initials

CS County's Initials

____ District's Initials

EXHIBIT D – Form of Receipt of Option Payment

Receipt of Option Payment

SALTER FEIBER, P.A. hereby acknowledges receipt of the Option Payment from County in the amount of _____ Dollars (\$_____).

Dated this ____ day of _____, 20____.



Print name. _____

EXHIBIT E – JOINT PARTICIPATION AGREEMENT

[see attached]

Page 31 of 31

ACF Option Contract – Lochloosa Connector – Rimes

 Seller's Initials
 County's Initials
____ District's Initials

Rimes Property
Alachua County: _____
SJRWMD LRS 2023-024-P1

JOINT PARTICIPATION AGREEMENT
BETWEEN
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND
ALACHUA COUNTY, FLORIDA

THIS PARTICIPATION AGREEMENT (this “**Agreement**”) is entered into this ____ day of December, 2023 (“**Effective Date**”), by and between the **GOVERNING BOARD OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, whose mailing address is 4049 Reid Street, Palatka, Florida 32178-1429 (the “**District**”), and the **COUNTY OF ALACHUA, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is 12 SE 1st Street, Gainesville, Florida 32601 (the “**County**”), collectively referred to herein as the Parties. Wherever used herein the terms "District" and "County" includes their legal representatives, assigns, and successors.

RECITALS:

- A. The District and the County are authorized to enter into agreements to cooperatively and efficiently use their resources to conserve and protect water-related resources to advance the health, education, safety, and general welfare of the citizens of the state of Florida, the District, and the County.
- B. The District and the County have entered into an Option Agreement for Purchase and Sale with Lessie M. Rimes for acquisition of fee simple interest in +/- 161 acres located in Alachua County, Florida (the “**Option Agreement**”), the location of which is generally described as Alachua County Tax Parcel Identification Numbers: 18354-038-045, 18354-038-046, and 18354-038-007 (the “**Property**”). A copy of the Option Agreement is attached hereto as **Exhibit “A.”**
- C. The District and the County, in recognition of their mutual conservation efforts and responsibilities to the public, desire to enter into this Agreement to facilitate the acquisition and management of the Property.
- D. The Alachua County Board of County Commissioners determined the Property is eligible for funding under the County’s Wild Spaces and Public Places acquisition program for purchase of environmentally significant lands within the County.
- E. The District determined the Property is eligible for fundings under the District’s List of Critical Wetlands created pursuant to Section 373.036, Florida Statutes and was approved by the District’s Governing Board on November 14, 2023.
- F. The District and the County have agreed to each pay a proportionate share of the acquisition costs as set forth herein.
- G. The Property is environmentally significant property; adjoins District-owned property on the western boundaries of the Property; will provide a public use; and will further the environmental goals of the County and the District.

NOW, THEREFORE, for and in consideration of the premises which are made a part of this Agreement, and of the following mutual covenants and conditions hereinafter contained, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties warrant and agree as follows:

1. RECITALS. The foregoing recitals and the exhibits attached hereto are true and correct and are incorporated herein by this reference.

2. PURCHASE PRICE ALLOCATION. The purchase price to be paid pursuant to the Option Agreement is \$1,453,347, based on estimated acreage and shall be apportioned as follows:

District: 20% of the purchase price, not to exceed \$290,669.40

County: 80% of the purchase price, not to exceed \$1,162,677.60

3. ACQUISITION COSTS ALLOCATION. Certain pre-acquisition and acquisition related costs associated with the transactions shall be paid as follows:

District: 50% of the costs, not to exceed \$9,300.

County: 50% of costs up to \$9,300, and 100% thereafter.

The County shall be solely responsible for payment of the Option Payment.

The District and County shall be responsible for their respective attorney's fees associated with the transactions.

4. MANAGEMENT. The District shall maintain, manage, and operate the Property in accordance with an Annexation Agreement that shall be jointly developed by the District and the County within 180 calendar days after closing. The Annexation Agreement shall address whether all or part of the District's Lochloosa Wildlife Conservation Management Plan will be applicable to the Property, as well as other maintenance, management and operating matters desired the Parties. In the event the Parties cannot agree upon the terms, conditions or provisions of the Annexation Agreement, the County decision shall control, and the County's proposed language shall be included in Annexation Agreement. Upon approval and execution of the Annexation Agreement by the District's Governing Board and the Alachua County Board of County Commissioners, the District shall be responsible for 100% of the cost of maintaining, managing, and operating the Property in accordance with the Annexation Agreement. The Parties acknowledges that the County purchased its undivided interest in the Property with local government infrastructure sales surtax revenue generated by Alachua County Ordinance No. 16-06 and, therefore, the Parties agree that the Property must be used for only one or more of the uses expressly authorized by Section 5.a. of Alachua County Ordinance No. 16-06.

5. TITLE; OWNERSHIP. At closing, the deed of conveyance will vest title in the Property between the parties as follows:

District: an undivided 30% fee simple interest in the Property.

County: an undivided 70% fee simple interest in the Property.

6. CLOSING CONDITIONS. The District's and the County's obligations to fund their specified percentages of the purchase price and closing costs for the Property are contingent upon the approval of the purchase by the Governing Board of the District and the Alachua County Board of County Commissioners, and the approval by the District and the County of the following: (a) title insurance to be provided by the County to the benefit of both the County and the District; (b) environmental site assessment(s); (c) survey; (d) closing documents; and (e) any other matters affecting closing, at the reasonable discretion of the District's and the County's legal counsel. The District's and the County's funding obligations are further contingent upon the availability of funding from sources acceptable to the District and the County. Payment by each party of its share of funds to the closing agent for closing shall

evidence approval of all such matters prior to closing. If a party determines a condition is not satisfied and therefore decides not to fund and close on the purchase of the Property, said non-closing party immediately will notify the other party of same in writing. Following such notice (y) this Agreement automatically will terminate and become null and void; and (z) the closing party may continue to close on the Property as the sole purchaser under the Option Agreement.

7. MISCELLANEOUS. This Agreement constitutes the entire agreement of the Parties. There are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed, or amended, except by a writing signed by the Parties hereto. The District has delegated to its Executive Director or designee the authority to modify, change or amend this Agreement.

8. SOVEREIGN IMMUNITY. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed or interpreted as a waiver of any right, privilege or immunity, whether in contract or tort, that the District or the County may enjoy under the doctrine of sovereign immunity, or the limitations of liability set forth in Section 768.28, Florida Statutes, and any amendments thereto.

9. JURISDICTION. This Agreement shall be construed and interpreted according to the laws of the state of Florida.

10. EFFECTIVE DATE. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of County or the District has executed the same, and that date shall be inserted at the top of the first page hereof.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to become effective as of the date the last party executes the Agreement, and that date shall be entered above.

**ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT, a public body existing under
Chapter 373, Florida Statutes**

By: _____
Michael A. Register, P.E.
Executive Director

Date: _____

ATTEST:

By: _____
Erin Preston
General Counsel

**For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:**

By: _____
Karen Ferguson
Senior Assistant General Counsel

**BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA**

By: _____
Mary C. Alford, Chair

ATTEST:

J. K. "Jess" Irby, Esq., Clerk

APPROVED AS TO FORM

Alachua County Attorney's Office

EXHIBIT A
OPTION AGREEMENT FOR PURCHASE AND SALE

[attached]

Certificate Of Completion

Envelope Id: 0ABF5FCCF1FD42AF90C04CAABB48816B

Status: Completed

Subject: Complete with DocuSign: Scanned Seller Signed Rimes Option Contract.pdf

Source Envelope:

Document Pages: 37

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 31

Thomas (Jon) Rouse

AutoNav: Enabled

trouse@alachuacounty.us

Envelopeld Stamping: Enabled

IP Address: 163.120.80.11

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Thomas (Jon) Rouse

Location: DocuSign

12/1/2023 1:54:53 PM

trouse@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: DocuSign

Signer Events**Signature****Timestamp**

David Forziano

dforziano@alachuacounty.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:



70E5E81DBE1E4D3...

Signature Adoption: Pre-selected Style

Using IP Address: 163.120.80.69

Sent: 12/1/2023 2:00:10 PM

Resent: 12/4/2023 1:57:25 PM

Viewed: 12/4/2023 2:19:35 PM

Signed: 12/4/2023 2:21:50 PM

Electronic Record and Signature Disclosure:

Accepted: 9/2/2020 2:02:38 PM

ID: 64124040-3dd9-4e93-9b56-757b83b044a0

Carl Smart

dcmsignature@alachuacounty.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:



C7F19429107E492...

Signature Adoption: Pre-selected Style

Using IP Address: 163.120.80.69

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Resent: 12/4/2023 2:35:31 PM

Viewed: 12/4/2023 3:42:56 PM

Signed: 12/4/2023 4:09:05 PM

Electronic Record and Signature Disclosure:

Accepted: 12/4/2023 3:42:56 PM

ID: 3518bbd2-d10e-4941-bc98-a8e8a73b154f

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Andi Christman

achristman@alachuacounty.us

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 12/4/2023 4:09:09 PM

Viewed: 12/4/2023 5:04:59 PM

Electronic Record and Signature Disclosure:

Accepted: 9/4/2023 12:54:52 PM

ID: 3e73c6a6-f1f8-4b87-9dc0-3c1c6a6e146a

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/1/2023 2:00:10 PM
Envelope Updated	Security Checked	12/4/2023 1:57:17 PM
Envelope Updated	Security Checked	12/4/2023 1:57:17 PM
Envelope Updated	Security Checked	12/4/2023 2:34:46 PM
Certified Delivered	Security Checked	12/4/2023 3:42:56 PM
Signing Complete	Security Checked	12/4/2023 4:09:05 PM
Completed	Security Checked	12/4/2023 4:09:09 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.