

**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 1<sup>st</sup> 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]