

**ASSIGNMENT OF OPTION CONTRACT
BY PURCHASER AGREEMENT AND SELLER ACKNOWLEDGEMENT**

THIS ASSIGNMENT OF OPTION CONTRACT BY PURCHASER AGREEMENT AND SELLER ACKNOWLEDGEMENT (this “**Agreement**”) is made on the ____ day of _____, 2025 between ALACHUA CONSERVATION TRUST, INC., a Florida not for profit corporation, whose mailing address is 7204 SE County Road 234, Gainesville, FL 32641 (“**Assignor**”) and ALACHUA COUNTY, a political subdivision of the state of Florida, whose mailing address is 12 SE 1st Street 32601 (“**Assignee**”). The Seller, JAU WANG YOH as Trustee of the JAU WANG YOH REVOCABLE TRUST, dated February 16, 2023, whose mailing address is 8625 NW 4th Place, Gainesville, FL 32607 (“**Seller**”), joins in the execution of this Agreement for the purposes stated herein.

RECITALS

A. Seller and Assignor entered into that certain Option Contract To Purchase Real Property Between ALACHUA CONSERVATION TRUST, INC. and JAU WANG YOH as Trustee of the JAU WANG YOH REVOCABLE TRUST, dated February 16, 2023. (the “**Contract**”) attached hereto as **Exhibit “B”** and incorporated herein, for the sale and purchase of certain real property located in the county of Alachua in the State of Florida (the “**Property**”), as more particularly described in the Contract.

B. The Property located in Alachua County, Florida is more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”).

C. Except for the \$1,000.00 Option Payment paid by Assignor, no part of the Contract purchase price has been paid.

D. Assignor wishes to assign, and Assignee desires to assume and accept, any and all of Assignor’s rights, interests, and obligations under the Contract.

E. Assignor and Assignee enter into this Agreement to effect the Assignment and to outline the rights and obligations for each party during the performance of the Contract through the closing.

F. Pursuant to the Contract, Assignor may assign its rights, interests, and obligations under the Contract to Alachua County without Seller’s prior consent. Notwithstanding Assignor’s rights, Seller joins in the execution of this Agreement solely to acknowledge the assignment and the agreements between Assignor and Assignee set forth herein.

NOW THEREFORE, in consideration of their mutual promises made herein and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties, intending to be legally bound, hereby agree as follows:

1. **RECITALS.** The parties agree the foregoing Recitals are true and correct and are incorporated herein by this reference.

2. **ASSIGNMENT.** Assignor hereby assigns the Contract, and all of Assignor’s rights, title,

interests, and obligations under the Contract, to Assignee, Assignee's successors, representatives, and assigns, forever, subject, nevertheless, to the terms, conditions, and stipulations contained in the Contract, and subject to any provisions stated herein which shall govern in the event of a conflict between this Agreement and the Contract.

3. **ASSIGNEE'S COVENANTS.** For the Property, Assignee will pay the purchase price, and will observe, perform, and enjoy all of the terms, covenants, and conditions in and arising under the Contract which are to be observed, performed, and enjoyed by Assignor.

4. All references to "Executive Director" in the Contract shall mean "County Manager".

5. **EXPENSES.** Within 30 days of execution of this Agreement, any Expenses paid in advance by Assignor will be reimbursed by Assignee, including but not limited to: appraisals, option payment, survey, inspections, and environmental site assessment; except Assignor is responsible for the payment of the attorney's fees incurred by Assignor's attorney.

6. **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 any of the following occurs: (a) delivered in person with signed proof of delivery, or (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) sent via e-mail. The following persons must be sent notice and any other communications in accordance with the terms of this Contract:

ASSIGNOR

Alachua Conservation Trust, Incorporated
7204 SE ACT Road 234
Gainesville, FL 32641
Attention: Tom Kay, Executive Director
Telephone: (352) 373-1078
Email: act.tkay@gmail.com

ASSIGNEE

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

With Copy to:
ALACHUA COUNTY LAND CONSERVATION & MANAGEMENT Program
14 NE 1st Street
Gainesville, Florida 32601
Attention: Andi Christman, Environmental Program Manager

SELLER:

JOINING SOLELY TO ACKNOWLEDGE AND
APPROVE THE ASSIGNMENT AND
AGREEMENTS BETWEEN ASSIGNOR
AND ASSIGNEE

Jau Wang Yoh

Jau Wang Yoh, as Trustee of the Jau Wang Yoh
Revocable Trust dated February 16, 2023

Date: *August 28, 2025*

Exhibit "A"

Property

PARCEL ID NUMBER: 02699-002-000

The South Half of the South Half (S1/2 of S ½) of Section Six (6), Township Eleven (11) South, Range Seventeen (17) East, LESS the West twenty-six (26) acres of the South Half of the South Half (S1/2 of S1/2) of Section 6, Township Eleven (11) South, Range Seventeen (17) East, being more particularly described as follows: Commence at the Southwest (SW) corner of Section 6, Township Eleven (11) South, Range Seventeen (17) East, and run North along the West line of said Section Six (6), a distance 1320 feet; thence run East 857 feet; thence run South 1320 feet; thence run West 857 feet to the Point of Beginning.

Exhibit “B”
Contract
(To Be Inserted upon Execution of Contract)

**OPTION CONTRACT TO PURCHASE REAL PROPERTY
BETWEEN
ALACHUA CONSERVATION TRUST AND JAU WANG YOH AS
TRUSTEE OF THE JAU WANG YOH REVOCABLE TRUST**

THIS OPTION CONTRACT (the "Contract") is made on the 28 day of August, 2025 and entered into by and between JAU WANG YOH, as Trustee of the JAU WANG YOH REVOCABLE TRUST dated February 16, 2023, whose address is 8625 NW 4th Place, Gainesville, FL 32607 (the "Seller") and ALACHUA CONSERVATION TRUST, INCORPORATED, a Florida Not For Profit Corporation, whose address is 7204 SE Country Road 234, Gainesville, FL 32641 ("ACT"). Collectively, the Seller and ACT shall be 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, being known as Alachua County Tax Parcel Number 02699-002-000, and is more particularly described in paragraph 3 (a) below. (the "**Property**"); and

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

WHEREAS, located on the Property are certain building improvements, being described as one (1) mobile home (the "**Improvements**"). The Improvements are the only building improvements located on the Property; and

WHEREAS, the Seller wishes to furnish ACT 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:

1. **EFFECTIVE DATE**. This Contract shall become effective as of the day and year upon which both Seller and ACT have executed this Contract as set forth on the signature page hereof ("**Effective Date**").
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 ACT notwithstanding its other duties herein and shall continue to act as attorney for ACT only, and not

the Seller, 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 ACT. The Closing Agent shall ensure ACT is 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 and signed by a Florida licensed surveyor and mapper which ACT shall select from its list of approved surveyors. The surveyor shall: (1) certify the Survey to ACT, 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 ACT the exclusive option (the “Option”) to purchase the Property consisting of approximately 66.25 acres, more or less, and being more particularly described in Exhibit “A” attached hereto and expressly made a part of this Contract; 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 Property shall not include the Improvements which will be removed at the sole cost and expense of SELLER in accordance with the requirements in Paragraph 12. The Option may be exercised by no later than 60 days after the Effective Date, unless extended by other provisions of this Contract (“**Option Period**”). This Contract becomes legally binding upon execution by the Parties, but exercise of the option

is subject to approval by ACT's Board of Directors ("Board") and is thereafter effective only if ACT gives written notice of exercise to Seller.

- b. **OPTION TERMS, EXERCISING THE OPTION.** The option payment is One Thousand Dollars (\$1,000.00) herein referred to as "**Option Payment**", which shall be paid by ACT to Seller as consideration for the irrevocable right to elect to purchase the Property during the Option Period pursuant to the terms herein. ACT shall deposit the Option Payment with the Closing Agent within 15 days of the Effective Date. To exercise the option, ACT's Board of Directors must approve the election to exercise the option and ACT must deliver written Notice of Exercise of Option to Seller pursuant to the notice provisions contained within Paragraph 30 herein prior to the expiration of the Option Period ("**Exercise Date**"). The Option Payment shall be applicable to and credited against the Purchase Price at Closing. The Seller shall retain the Option Payment if the Option is not exercised within the Option Period.
4. **PURCHASE PRICE.** In the event ACT exercises the Option, Seller agrees to sell and ACT agrees to purchase the Property for the amount equal to the product of the Surveyed Acres multiplied by sum of \$13,627 per acre; subject to adjustments, credits, and prorations as set forth herein (the "**Purchase Price**"). The balance of the Purchase Price, less the Option Payment actually paid by ACT prior to Closing, shall be paid by ACT at Closing.
 5. **DOCUMENTS AND INFORMATION SELLER SHALL PROVIDE.** The Seller shall furnish to ACT, 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.
 - g. A completed Beneficial Interest and Disclosure Affidavit as required by §§ 286.23(1), and 380.08(2), Florida Statutes, the form of which is attached hereto as **Exhibit "C"**. Pursuant to §286.23(2), Florida Statutes, the disclosure must be made under oath, subject to the penalties prescribed for perjury.
 6. **INSPECTIONS.** ACT shall have 60 days from the Effective Date ("**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 ACT may elect to make (“**Inspections**”).

- a. Upon twenty-four hours notice to Seller, ACT and its 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. Any non-governmental third party who enters onto the Property shall be required by ACT to carry insurance in the amount and type of coverage as is considered standard for the industry of which the third party is a part of. The Seller shall have the right to request proof of such insurance coverage of any such third party coming onto or entering the Property.
- b. The following paragraphs apply only to the entry upon the Property authorized during the Inspection Period in accordance with the terms in Section 6.a.
 - i. ACT hereby agrees to indemnify Seller from claims brought against Seller only to the extent that they are found to result from the sole negligence of ACT, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors or third party agents of ACT.
 - ii. This subsection applies in the event that this Contract is assigned to Alachua County: This indemnification in Section 6.b. of this Contract shall not be construed as a waiver of Alachua County’s sovereign immunity and shall be interpreted as limited to only such traditional liabilities for which Alachua County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against Alachua County must comply with the procedures found in Section 768.28, Florida Statutes. In order to comply with the requirements in Section 129, Florida Statutes, and Article VII, section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Contract, or the limitations of Section 768.28, Florida Statute. In addition, this indemnification shall be construed to limit recovery by the indemnified party against Alachua County to only those damages caused by Alachua County’s sole negligence, and specifically not include any attorney’s fees and costs associated therewith.
 - iii. The following provision is subject to the limitations in Sections 6 and 39 of this Contract, in the event that this Contract is assigned to the Alachua County: ACT shall repair, restore, and return the

Property to its condition on the Effective Date of this Contract to the extent possible, if any damage is done to the Property caused by inspections conducted by ACT.

7. **EVIDENCE OF TITLE AND TITLE INSURANCE.** During the Inspection Period, ACT 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 "B" ("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 this Contract.
8. **SURVEY.** ACT 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) 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, ACT may give written notice to Seller of any such Title Defects prior to the expiration of the Inspection Period. Should ACT 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, but shall not be required to bring lawsuits or other legal actions to cure Title Defects. In the event that Seller cures Title Defects, the Closing Date shall automatically extend 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 un-cleared by Seller at the end of Cure Period, the Seller shall give ACT written notice of Seller's failure to cure the Title Defects and describe with specificity in that notice the Title Defects that remain uncured. ACT then 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, as may be determined and elected by ACT's Executive Director without further approval by the Board, whereupon all Parties shall be relieved of all further 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.** ACT's obligation to purchase the Property

is contingent on ACT being able to obtain an environmental site assessment of the Property during the Inspection Period, which ACT determines, in its sole discretion, to be satisfactory. If the results of the environmental site assessment or any Environmental Reports furnished to ACT by a third party consultant or the Seller reveal that any portion of the Property has any of the following: (a) is contaminated or has the presence of “Hazardous Materials” as defined in Section 768.128, Florida Statutes (2024); or (b) 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**”), then ACT may provide written notice to the Seller of the Environmental Defects prior to the expiration of the Inspection Period. Should ACT 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 or unwilling to correct or remove the Environmental Defects within the 60 day time period, ACT 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, as may be determined and elected by ACT’s Executive Director without further approval by the Board, whereupon all Parties shall be relieved of all further obligations under this Contract.

11. **PERSONAL PROPERTY.** ACT may, at its 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 Personal Property which includes but is not limited to: refuse, garbage, junk, rubbish, trash, or debris (collectively, the “Debris”), is located on any portion of the Property, ACT may provide written notice to the Seller of the Debris prior to Closing. Should ACT provide such notice, the Seller shall have 60 days after the date of notice to remove all Debris identified in the written notice within said time period. In the event Seller elects to remove the Debris, 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, ACT (as determined and elected by ACT’s Executive Director) 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.

12. **REMOVAL OF VEHICLES AND IMPROVEMENTS; CONTINGENCY.** The Seller will, at Seller’s sole cost and expense, demolish (as necessary) and remove the vehicles and Improvements entirely from the Property (the “**Removal**”) on or before sixty-five (65) days following the Effective Date (the “**Removal Deadline**”). Seller will not burn or otherwise undertake Removal activities that could damage or otherwise injure the Property. The Seller will disconnect from the Improvements any and all utility, sewer, plumbing, cable, telephone, and other service lines. Seller is not responsible to disconnect or remove from the Property any utility wires or utility poles; wire fencing and posts; below ground water well, septic tank, or septic tank piping; or surface and below-ground concrete pads.

ACT's performance to purchase the Property is contingent upon completion of the Removal. If the Removal is not completed prior to the Removal Deadline, ACT (in ACT's Executive Director's sole discretion) may, following written notice of election to Seller delivered on or before the Closing Date (e-mail being sufficient), elect to (a) extend the Closing Date by 70 days whereupon Seller will complete the Removal before the extended Closing Date; (b) Close on the Property in its then current condition without completion of the Removal; (c) extend the Closing Date to allow ACT time to receive a satisfactory written estimate to complete the Removal (the "**Removal Estimate**"), whereupon the Closing will occur within ten (10) days following the Removal Estimate with 125% of the Removal Estimate being escrowed from Seller's funds and any excess escrowed funds being returned to Seller after ACT's completion of the Removal; or (d) terminate this Contract, whereupon all Parties shall be relieved of all further obligations hereunder.

13. **RISK OF LOSS.** Seller assumes all risk of loss or damage to the Property prior to the date of Closing and warrants that the Property shall be transferred and conveyed to ACT in the same or essentially the same condition as of the date of Seller's execution of this Contract, ordinary wear and tear excepted. If the condition of the Property is altered or any portion of 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 Twenty Thousand and 0/100 Dollars (\$20,000.00) in value, then ACT, as determined by ACT's Executive Director, 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.

14. **CLOSING DATE.** This transaction shall be closed at a date and time mutually agreed upon by the Parties no later than 75 days after the Effective 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. ACT's Executive Director may agree to terminate this Contract, or to extend the Inspection Period, Cure Period, or the Closing Date, on behalf of ACT without further approval by the Board.

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

SELLER:

- Documentary stamp taxes on the deed conveyance;
- Any costs to demolish or remove the Improvements as per Paragraph 12;
- Seller's Brokerage Commission (if any)
- Pro-rated ad-valorem property taxes and past due fines, fees, or assessments on the property (if any), subject to Paragraph 16 below;
- Seller's own attorney fees (if any); and
- Any Closing Agent fees attributable to preparation of closing documents necessary to cure title defects.

ACT:

- Closing Agent fees (including the preparation of all closing documents, except those that are necessary to cure title defect and are thus the Seller's responsibility);
- Boundary Survey;
- Environmental Site Assessment;
- Appraisals;
- Title Insurance (including all related search and abstract fees); and
- ACT's attorney's fees.

16. 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.

17. 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 ACT 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.

18. 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 ACT 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, and ACT, 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 23.

- 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.
19. **CONVEYANCE.** At Closing, the Seller shall convey fee simple title of the Property to ACT by special 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 Board authorizes ACT's Executive Director to accept liens and encumbrances related to the Property without requiring further approval of the 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 and ACT as to form. Possession of the Property shall pass to ACT at the time of Closing.
20. **TIME IS OF THE ESSENCE.** In all matters relating to this Contract, **TIME IS OF THE ESSENCE.**
21. **NO ALTERATIONS PRIOR TO CLOSING.** After the Effective Date and until either the Closing or earlier termination of this Contract, the Seller will not, without prior written consent from ACT do any of the following:
- 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.
22. **GENERAL CONDITIONS TO OBLIGATIONS OF ACT.** The obligations of ACT are, at the option of ACT, 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.
23. **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER.** The Seller hereby represents, warrants, and covenants to and with ACT to the best of their knowledge 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 (2024).
- b. From and after the Effective Date until either the Closing or earlier termination of this Contract, 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 ACT.
- 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 ACT.
- 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 ACT 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.

- 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 ACT.
- 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, ACT 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 ACT, or its 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 ACT 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 ACT 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 ACT when first available to Seller.

- t. No representation, warranty or covenant in this Contract, nor any document, certificate or exhibit given or delivered to ACT 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 represents and warrants there are no parties other than Seller in occupancy or possession of any part of the Property.
- v. 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.
- w. Seller has no actual knowledge nor has Seller received any notice of any litigation, claim, action, or proceeding factual or threatened, against Seller or the Property which would affect the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

24. REPRESENTATIONS AND WARRANTIES OF ACT. ACT hereby represents and warrants to Seller as follows:

- a. No consent to the transaction contemplated by this Contract by any person or entity other than ACT 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.

25. 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.

26. 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 ACT of such threatened or pending eminent domain proceedings and provide to ACT copies of all written correspondences, pleadings or other papers concerning the eminent domain proceeding as the Seller receives them.
- b. ACT 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) ACT 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. ACT 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.

27. **REAL ESTATE COMMISSIONS.** The Seller represents and notifies ACT that it has engaged the services of Better Homes and Gardens Real Estate Thomas Group as its real estate broker in this transaction. Any commissions due to this broker are the sole responsibility of the Seller. ACT represents and notifies Seller that ACT has not engaged the services of any other real estate broker. Seller shall not be responsible for any broker cost, claims or commission arising from any other broker claiming a commission earned through representing the ACT.
28. **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.
29. **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.
30. **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 on the date when any of the following occurs: (a) delivered in person with signed proof of delivery or proof of refusal; or (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) Sent via e-mail. The following persons must be sent notice and any other communications in accordance with the terms of this Contract:

Seller:

Jau Wang Yoh, as Trustee of the JAU WANG YOH REVOCABLE TRUST dated February 16, 2023

Attn: Kristal Blair, Seller's Representative

Telephone: (352) 283-5813

Email: kristal@thomasgrouprealty.com

With a copy to:

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Scruggs, Carmichael & Wershow, P.A.
Attn: Kelley Jones
Telephone: (352) 376-5242
Email: Kelley@scwlegal.org

ACT:

Alachua Conservation Trust
7204 SE ACT Road 234
Gainesville, FL 32641
Attention: Tom Kay, Executive Director
Telephone: (352) 373-1078
Email: act.tkay@gmail.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.

31. DEFAULT.

- a. If ACT fails to consummate the purchase of the Property in accordance with the terms of this Contract for any reason other than Seller's default or ACT's termination of this Contract as allowed herein, Seller's sole remedy against ACT shall be to retain the Property and the Option Payment (including any interest earned thereon) paid by ACT 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 ACT or otherwise fails to perform its obligations under this Contract, for any reason except for ACT's default, ACT shall be entitled to: (a) 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; (b) pursue any available remedies under law or equity including specific performance, and seek and recover any and all damages against Seller, which damages in no event shall exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00). Notwithstanding the foregoing, specific performance is not available as a remedy for Seller's failure to cure (i) Title Defects that cannot be cured by a payment of a portion of the Payment Price at Closing.

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

33. ASSIGNMENT. ACT may assign its rights under this Contract only with Seller's prior consent and the Seller shall deed the Property to any persons or entities as directed by ACT. Notwithstanding the foregoing, ACT may assign this Contract without Seller's prior consent to Alachua County, a political subdivision of the State of Florida and thereafter Seller shall deed the property to Alachua County at the time of closing, subject to the

requirements in this Contract. Seller may not assign its right under the Agreement without prior written consent of ACT.

34. **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.
35. **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 ACT, and may be treated as a default by ACT 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 ACT 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 ACT 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.
36. **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. ACT Executive Director may extend any of the dates herein if so requested by the Seller.
37. **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 for all actions and claims shall be in the courts of Alachua County, Florida.
38. **WAIVER OF RIGHT TO TRIAL BY JURY.** Each party waives its rights to demand trial by jury.
39. **SOVEREIGN IMMUNITY.** This paragraph shall only apply in the event that this Contract is assigned to Alachua County. Nothing contained herein is intended nor shall be construed to waive Alachua County's rights to Sovereign Immunity under the common law

or Section 768.28, Florida Statutes, as may be amended from time to time.

40. **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.
41. **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 ACT is open for regular business.
42. **NO RECORDING OF CONTRACT.** The Parties agree that neither ACT nor the Seller shall cause this Contract to be recorded in any public records relating to the Property.
43. **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.
44. **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.
45. **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.
46. **SURVIVAL OF REPRESENTATION AND WARRANTIES.** The respective representations, warranties, covenants, and agreements of Seller and ACT contained in this Contract shall survive the Closing of this transaction and remain in effect for a period of Two years from the date of the Closing or the termination of this Contract.
47. **AMENDMENT.** No modification or amendment of this Agreement shall be of any force

or effect unless in writing and executed by both SELLER and ACT.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE AND EXHIBIT PAGES FOLLOW.]

EXECUTED this 28 day of August, 2025 by the Seller.

SELLER:

Jau W. Yoh
Jau Wang Yoh, individually and as
Trustee of the Jau Wang Yoh Revocable
Trust Dated February 16, 2023

[Signature]
Signature of first witness

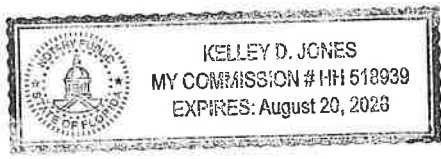
Kristal Blaire
Printed name of first witness
Address: 5346 SW 91st Terr.
City, State, Zip: Gainesville FL 32609

[Signature]
Signature of second witness

Kelley D Jones
Printed name of second witness
Address: 4923 NW 43rd Street
City, State, Zip: Gainesville, FL 32606

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by physical presence or online notarization this 28 day of August 2025 by Jau Wang Yoh as Trustee of the JAU WANG YOH REVOCABLE TRUST dated February 16, 2023. He/she is personally known to me or has produced as identification.



[Signature]
Notary Public, State of Florida
Print Name: _____
Commission Number: _____
Commission Expiration Date: _____

EXECUTED this 27th day of August, 2025, by ALACHUA CONSERVATION TRUST, INCORPORATED, a Florida Not For Profit Corporation.

ACT:

ALACHUA CONSERVATION TRUST, INCORPORATED

By: Tom Kay

Tom Kay
As its Executive Director
FEID: 59-2919630

[Signature]

Signature of first witness

Sophie Szymula

Printed name of first witness

Address: 1824 NW 9th St. Apt. C.
City, State, Zip: Gainesville, FL, 32609

Heather A. Obara

Signature of second witness

Heather A. Obara

Printed name of second witness

Address: 12 Almond Trace
City, State, Zip: Ocala, FL 34472

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by physical presence or online notarization this 27th day of August 2025 by Tom Kay, as Executive Director of Alachua Conservation Trust, Inc., a Florida Not For Profit Corporation. He/she is personally known to me or has produced as identification.

[Signature]

Notary Public – State of Florida

Print Name: Heather A. Obara

Commission Number: HH 360452

Commission Expiration Date: 2/9/2027



EXHIBIT "A" – Property Description

Legal Description to be provided upon completion of Survey.
 Alachua County Property Appraiser Parcel ID: 02699-002-000.

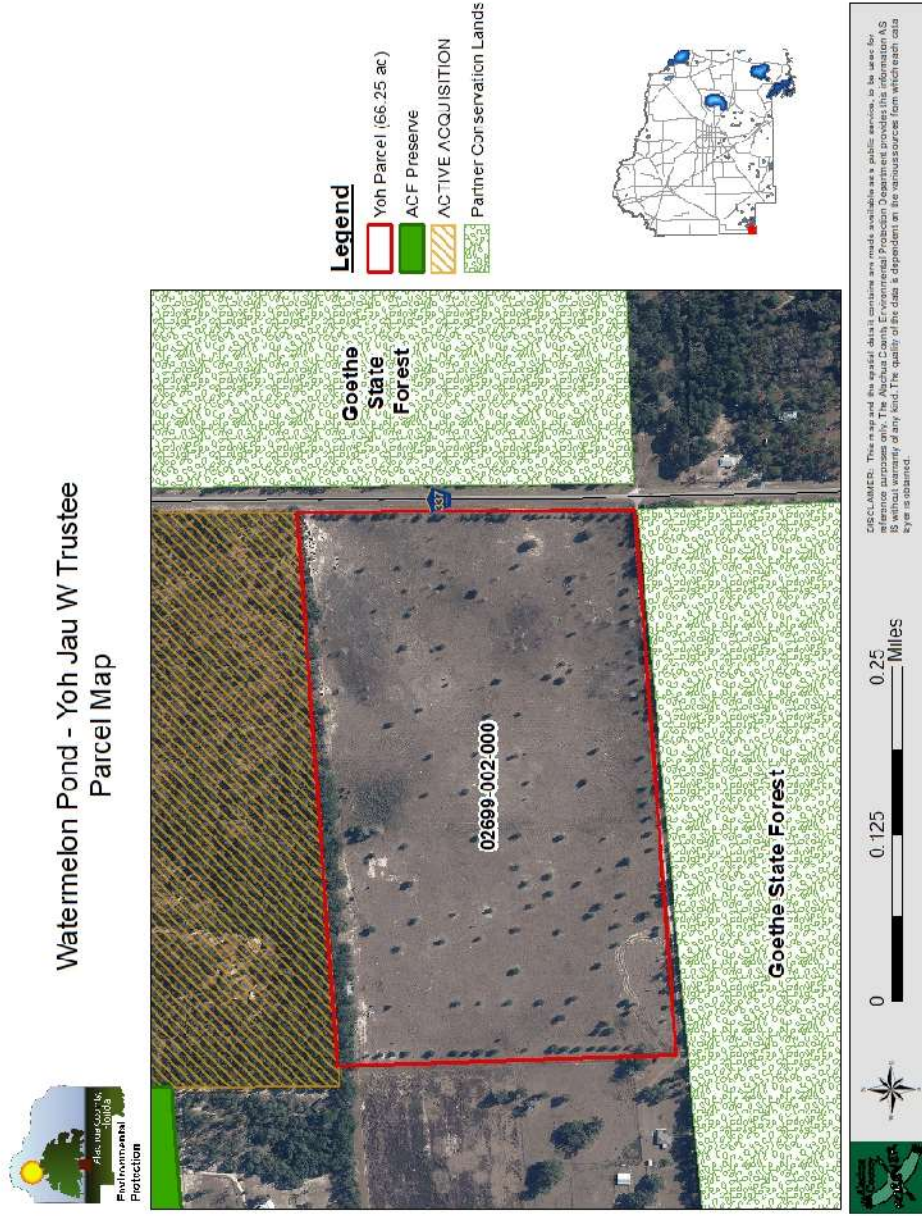


EXHIBIT "B" – Permitted Exceptions

1. None

EXHIBIT "C" – Beneficial Interest and Disclosure Affidavit Form

This instrument prepared by and return to:
David E. Menet, Esq.
Salter Feiber, P.A.
3940 NW 16th Blvd., Bldg. B
Gainesville, Florida 32605
352-376-8201

AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF FLORIDA COUNTY OF ALACHUA

Before me, the undersigned authority, personally appeared Jau W Yoh who was sworn and makes the following statements:

- Affiant has personal knowledge of the facts contained herein.
- Affiant makes this affidavit concerning the following described property (the "Property") located in Alachua County, Florida which is being sold and conveyed to ALACHUA COUNTY, FLORIDA, a political subdivision of the state of Florida:

See Exhibit "A" attached hereto.

- The Property is owned by JAU WANG YOH, as Trustee of the JAU WANG YOH REVOCABLE TRUST dated February 16, 2023 (the "Owner"). Affiant the Trustee of the Owner.
- I make this affidavit pursuant to the entity disclosure requirements listed in §286.23, Florida Statutes concerning real property being conveyed to a public agency.
- The following are the names and addresses of all parties having any beneficial interest in the Owner:

- none, whose address is N/A
- _____ , whose address is _____
- _____ , whose address is _____
- _____ , whose address is _____
- _____ , whose address is _____

Further Affiant Sayeth Naught.

DATED: August 28, 2025
Jau W. Yoh
JAU WANG YOH

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me by physical presence or online notarization on August 28, 2025, by JAU WANG YOH as Trustee of the JAU WANG YOH REVOCABLE TRUST dated February 16, 2023 who is personally known to me or who has produced Florida DL as identification.

Notary Public - State of Florida



Sign: [Signature]
Print: Kelley D Jones

{ S E A L }

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 "C"

AFFIDAVIT OF NO COERCION PURSUANT TO §787.06, FLORIDA STATUTES

State of Florida
County of Alachua

I, Thomas Kay [insert full legal name of the person providing this affidavit], as ED
[insert corporate title of the person providing this affidavit] of the
Alachua Conservation Trust, Inc. [insert full legal name of the Corporation],
having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the [insert full legal name of the Corporation].
3. I attest and affirm that Alachua Conservation Trust, Inc. [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes (2024), to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes (2024).

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Tom Kay
Signature

Thomas "Tom" Kay
Name Printed

Executive Director (ED)
Title

8/29/2025
Date Signed

