

**OPTION CONTRACT TO PURCHASE REAL PROPERTY
BETWEEN
ALACHUA COUNTY, ALACHUA CONSERVATION TRUST AND
LES-QUE TWO**

THIS OPTION CONTRACT to Purchase Real Property (the “**Contract**”) is made and entered into between LES-QUE TWO, INC., a Florida profit corporation, whose address is 11918 SW 37th Trail, Timber Village Office, Lake Butler, FL 32054 (the “**Seller**”) 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 Land Conservation and Management Program, 12 S.E. 1st Street, Gainesville, Florida, 32601 (the “**County**”). Collectively, the **Seller** and the **County** 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 into this Contract, being known as Alachua County Tax Parcel Number 18354-059-000, and is more particularly described in paragraph 3 (a) below. (the “**Property**”); and

WHEREAS, the County 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 County 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 the County 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 the County notwithstanding its other duties herein and shall continue to act as attorney for the County only, and not the Seller, regarding the Contract and this transaction.

Environmental Law shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits,

concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environmental or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste or any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

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.

Hazardous Materials shall have the meaning defined in Section 768.128, Florida Statutes (2025).

Survey shall mean the boundary survey of the Property made and signed by a Florida licensed surveyor and mapper who the County shall select from its list of approved surveyors. The surveyor shall: (1) certify the Survey to the County, 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

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

Other Definitions. The terms defined in any part of this Contract shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Contract, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Contract, the terms "herein", "hereof" and the like refer to this Contract and not to any specific paragraph or section or subsection.

3. OPTION TO PURCHASE THE PROPERTY.

- a. GRANT OF OPTION. Seller hereby grants to County the exclusive option (the “Option”) to purchase the Property consisting of approximately 521 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 Option may be exercised no later than 120 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 the Alachua County Board of County Commissioners (“**Board**”) and is thereafter effective only if the County gives written notice of exercise to Seller.
 - b. OPTION TERMS, EXERCISING THE OPTION. The option payment is Ten Thousand Dollars (\$10,000.00) herein referred to as “**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. To exercise the option, the Alachua County Board of County Commissioners must approve the election to exercise the option and the County 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**”). 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 that the County exercises its option, Seller agrees to sell and the County agrees to purchase the Property for the amount of Five Million Three Hundred and Ninety Five Thousand Dollars (\$5,395,000.00) (the “**Purchase Price**”). The balance of the Purchase Price, less the Option Payment actually paid by the County prior to closing, shall be paid by County at closing.
5. **DOCUMENTS AND INFORMATION SELLER SHALL PROVIDE**. The Seller shall furnish to the County, within 14 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. Disclose in writing to the County any known facts that materially affect the value of the Property that are not readily observable or known by the County on the Effective Date.
 - 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 "B"**. Pursuant to §286.23(2), Florida Statutes, the disclosure must be made under oath, subject to the penalties prescribed for perjury.
 - h. The Seller's social security or Federal Tax ID number.
6. **INSPECTIONS.** The County shall have **90** 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 the County may elect to make ("**Inspections**").
 - a. The County 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.
 - b. The County shall return the Property to its condition on the Effective Date of this Contract to the extent possible, shall repair any and all damage to the Property that occurs as a result of the County's acts on the Property for any Inspections.
7. **EVIDENCE OF TITLE AND TITLE INSURANCE.** During the Inspection Period, the County 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 this Contract.
8. **SURVEY.** The County 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 County shall give written notice to Seller of any such Title Defects prior to the expiration of the Inspection Period. Should the County 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 up to 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 then give the County written notice of Seller's failure to cure the Title Defects and describe with specificity in that notice the Title Defects that remain uncured. The County 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 the County Manager 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.** The County’s obligation to purchase the Property is contingent on the County being able to obtain an environmental site assessment of the Property during the Inspection Period, which the County determines, in its sole discretion, to be satisfactory. If the results of the environmental site assessment or any Environmental Reports furnished to the County by a third party consultant or the Seller reveal that any portion of the Property: (a) is contaminated or has the presence of “Hazardous Materials” 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**”), the County shall provide written notice to the Seller of the Environmental Defects prior to the expiration of the Inspection Period. Should the County 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 up to 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 County 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 the County Manager without further approval by the Board, whereupon all Parties shall be relieved of all further obligations under this Contract.

11. **PERSONAL PROPERTY.** The County 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 any portion of the Property contains personal property, refuse, garbage, junk, rubbish, trash and debris (the “**Debris**”), the County may provide written notice to the Seller of the Debris prior to closing. Should the County 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 up to 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 County, as determined and elected by the County Manager, 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. **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 Buyer 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 Two Thousand and No/100 Dollars (\$2,000.00) in value, then the County, as determined by the County Manager, 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. Provided, however, if the County proceeds 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 County, Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the County.
13. **CLOSING DATE.** This transaction shall be closed at a date and time mutually agreed upon by the Parties no later than 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 Board.
14. **EXPENSES.** The Parties shall pay closing costs and expenses as follows:

SELLER:

- Documentary stamp taxes on the deed conveyance:
- Pro-rated ad-valorem property taxes and past due fines, fees, or assessments on the property (if any);
- Seller’s own attorney fees (if any); and

- Any Closing Agent fees attributable to preparation of closing documents necessary to cure title defects.

COUNTY:

- 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
- County's 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, and discharge any lien(s) of ad valorem taxes and assessments. The Seller may take advantage of all legal procedures for discharging such lien(s) 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, and 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, and the County, 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 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 Board authorizes the County Manager 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 the County as to form. Possession of the Property shall pass to the County 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 and until either the Closing or earlier termination of this Contract, the Seller will not, without prior written consent from the County:

- 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 COUNTY.** The obligations of the County are, at the option of the County, 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 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 (2025).
- 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 the County.
- 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, code violations, or charges against the Property specifically disclosed in this Contract, there are no other liens, code violations, 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.
- g. There are no leases of the Property, or any portion thereof that extend beyond the date of closing.
- h. Seller has not engaged in or permitted the release, spill or generation, of any Hazardous Materials on the Property. 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 waste or Hazardous Materials, and no such toxic or hazardous waste or Hazardous Materials are present on, in, or under the Property. As used herein “hazardous or toxic wastes” 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 or current violations of applicable environmental laws, rules and regulations regarding the Property.
 - l. No environmental cleanup, investigation, or remediation was or currently is required on the Property by a governmental entity or applicable environmental law.
 - m. There are no underground storage tanks located on, in or under the Property.
 - n. 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 County 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.
 - o. 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.
 - p. Upon closing, sole and exclusive possession of the Property shall transfer to the County.
 - q. 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.
 - r. 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 County, 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.

- s. No person, firm or other legal entity other than County has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.
- t. 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.
- u. 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 County 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 County when first available to Seller.
- v. No representation, warranty or covenant in this Contract, nor any document, certificate or exhibit given or delivered to County 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.
- w. Seller represents and warrants there are no parties other than Seller in occupancy or possession of any part of the Property that will occupy or possess the premises after the date of closing.
- x. 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.
- y. Seller has no actual knowledge nor has Seller received any notice of any litigation, claim, action, 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.
- z. At all times from the Effective Date until Closing or termination of this Contract, Seller shall keep the Property free and clear of any mechanic's or materialmen's lien for work or materials furnished to or contracted for by or on behalf of Seller.

23. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. County 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 County 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 County of such threatened or pending eminent domain proceedings and provide to the County copies of all written correspondences, pleadings or other papers concerning the eminent domain proceeding as the Seller receives them.
 - b. The County 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 County 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 County 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.** The Seller represents and notifies the County that it has not engaged the services of a real estate broker in this transaction.
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 enter into this Contract, to assume and perform all 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 on the date when any of the following occurs: (a) delivered in person with signed proof of delivery, or written and signed proof of refusal; or (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid or written and signed proof of refusal; or (c) delivered by a commercial courier service (such as Federal Express) or written and signed proof of refusal. Additional notice may be sent voluntarily via email. The following persons must be sent notice and any other communications in accordance with the terms of this Contract:

Seller:

Les-Que Two, Inc.
11918 SW 37th Trail
Lake Butler, FL 32054
Attention: Lessie Q Rimes, President
Email: jdrimes3@gmail.com

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
14 NE 1st Street
Gainesville, Florida 32601
Attention: Andi Christman, Environmental Program Manager
Telephone: (352) 264-6803
Email: achristman@alachuacounty.us

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.

30. DEFAULT.

- a. If the County 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 the County's termination of this Contract as allowed herein, Seller's sole remedy against the County shall be to retain the Property and the Option Payment (including any interest earned thereon) paid by the County 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 County or otherwise fails to perform its obligations under this Contract, for any reason except for the County's default, the County 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 County under law or in equity.

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.** County 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 County. Except, the aforementioned sentence does not apply to an assignment of any portion of this Contract from the County to Alachua Conservation Trust, Inc., a Florida not for profit corporation ("ACT"). County may assign this Contract, or any portion of this Contract, without Seller's prior consent to ACT, and thereafter Seller shall deed the property, or any portion of the property, to ACT at the time of closing, subject to the requirements in this Contract. County recognizes that portions of the Property maybe subject to claims by the State of Florida. In the event that the County assigns any part of this Contract, County shall not represent that any part of the Property that is subject to the assignment, is free and clear of any claims from the State of Florida. Seller may not assign its right under the Agreement without prior written consent of County.

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 County, and may be treated as a default by the County 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 County 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 County 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.
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 for all actions and claims 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. Nothing contained herein is intended nor shall it 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.
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 County is open for regular business.

41. **NO RECORDING OF CONTRACT.** The Parties agree that neither the County 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 County contained in this Contract shall survive the closing of this transaction and remain in effect.
46. **AMENDMENT OF CONTRACT.** No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both SELLER and the County. County Manager may extend any of the dates herein if so requested by the Seller.
47. **NO COERCION AFFIDAVIT.** Attached hereto as **Exhibit "D"** and incorporated herein is an affidavit signed by the Seller's officer or representative under penalty of perjury attesting that Assignor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.
48. **FLOOD DISCLOSURE.** In accordance with Section 689.302, Florida Statutes, the Seller's flood disclosure is attached hereto as **Exhibit "F"** and incorporated herein

49. **ENTITIES OF FOREIGN COUNTRIES OF CONCERN.** In accordance with Section 287.138, Florida Statutes (2025), an affidavit signed by an officer or representative of the SELLER UNDER penalty of perjury attesting that SELLER DOES not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes is attached hereto as **Exhibit “E”** and incorporated herein.
50. **PROPERTY TAX DISCLOSURE SUMMARY.** County should not rely on the Seller’s current property taxes as the amount of property taxes that the County may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser’s Office for information.
51. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
52. **MOLD.** Mold is naturally occurring and may cause health risks or damage to property. If County is concerned or desires additional information regarding mold, County should contact an appropriate professional.
53. **FLOOD ZONE; ELEVATION CERTIFICATION.** County is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a “Special Flood Hazard Area” or “Coastal Barrier Resources Act” designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, and Buyer and Seller will be released from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

54. **ENERGY-EFFICIENCY BROCHURE.** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, Florida Statutes attached hereto as Exhibit “G.”

55. **SIGNATORY AUTHORITY.** Each party has full authority to enter into this Contract, to assume and perform all obligations stated herein, to bind itself to all provisions herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED this 6th day of January, 2026, by the Seller, Les-Que Two, Inc., a Florida Profit Corporation.

SELLER

By:

Leslie Q Rimes
Leslie Q Rimes,
as President of Les-Que Two, Inc.

Signed, sealed and delivered
in the presence of:

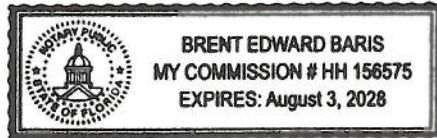
Caroline Andrews
Signature of first witness
Caroline Andrews
Printed name of first witness
Address: 275 Sandpaper Rd
City, State, Zip: Richmond Hill GA 31324

Brent Baris
Signature of second witness
Brent Baris
Printed name of second witness
Address: 15906 NW 288th Lane
City, State, Zip: Alachua, FL 32615

STATE OF FLORIDA
COUNTY OF ALACHUA

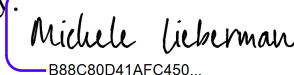
The foregoing instrument was acknowledged before me by physical presence or [] online notarization this 6th day of Jan. 2026 Leslie Q Rimes, as President of Les-Que Two, Inc.. She is personally known to me or [] has produced _____ as identification.

Brent Baris
Notary Public - State of Florida
Print Name: Brent Baris
Commission Number: _____
Commission Expiration Date: 8/3/28

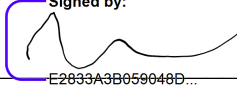


EXECUTED this _____ day of 1/23/2026, 2026, by the County Manager, on behalf of Alachua County, a charter county and political subdivision of the State of Florida, acting within his/her signature authority as granted by the Board of County Commissioners.

ALACHUA COUNTY

By: ^{Signed by:}

B88C80D41AFC450...
Michele Lieberman County Manager
County Manager
1/23/2026

APPROVED AS TO FORM

^{Signed by:}

E2633A3B059048D...

Alachua County Attorney's Office

EXHIBIT "A" – Property Description

Legal Description to be provided upon completion of Survey.
Alachua County Property Appraiser Parcel ID: 18354-059-000

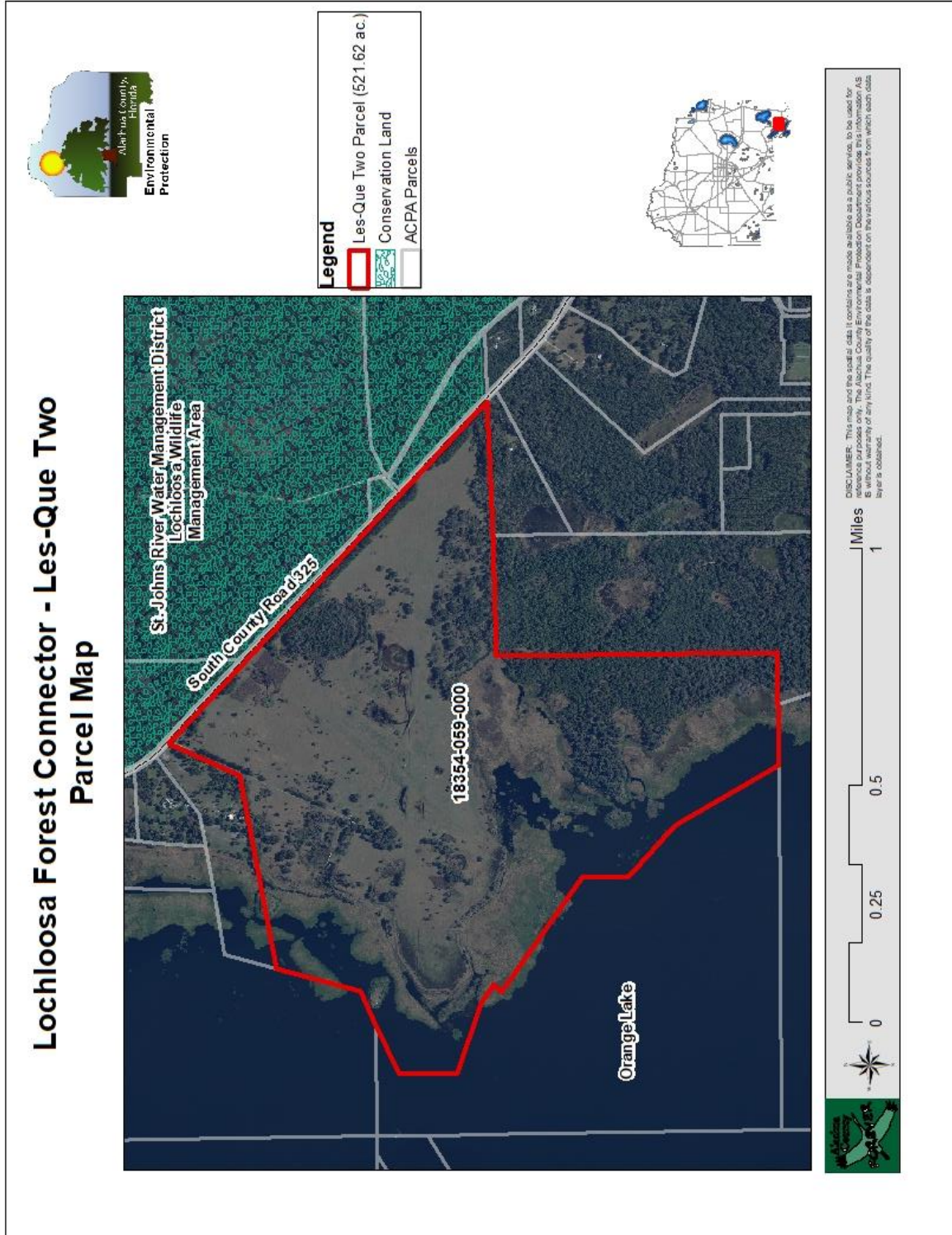


EXHIBIT "B" -- Beneficial Interest and Disclosure Affidavit Form

This instrument prepared by:
David E. Menet, Esq.
Salter Feiber, P.A.
3940 NW 16th Blvd., Bldg. B
Gainesville, Florida 32605
352-376-8201
File No.: *

AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF Florida
COUNTY OF Alachua

Before me, the undersigned authority, personally appeared Lessie Q. Rimes who was sworn and makes the following statements:

1. Affiant has personal knowledge of the facts contained herein.
2. 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.

3. The Property is owned by Les-Que Two, Inc. (the "Owner"). Affiant is an Authorized Person of Les-Que Two, Inc.

4. 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.

5. The following are the names and addresses of all parties having any beneficial interest in the Owner:

- a. Lessie Q. Rimes, whose address is P.O. Box 22, Worthington Springs, FL
- b. John A. Rimes, III, whose address is 106 SW 37th Trail, Worthington Springs, FL 32697
- c. Jeffrey A. Rimes, whose address is " " " "
- d. _____, whose address is _____
- e. _____, whose address is _____
- f. _____, whose address is _____
- g. _____, whose address is _____

Further Affiant Sayeth Naught.

DATED: 1/6/26

Lessie Q. Rimes
Name

Lessie Q Rimes
Signature

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me on the 6th day of January, 2026 by physical presence or online on _____, by Lessie Q. Rimes who is personally known to me or who has produced _____ as identification.

Notary Public - State of Florida

Sign: [Signature]

{SEAL}

Print: Brent Baris



EXHIBIT “C” – Permitted Exceptions

1. None

EXHIBIT "D"

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, Lessie Q. Rimes [insert full legal name of the person providing this affidavit],
as President [insert corporate title of the person providing this affidavit] of the
Les-Que Two, 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 Les-Que Two, Inc. [insert full legal name of the Corporation or Entity].
3. I attest and affirm that Les-Que Two, Inc. [insert full legal name of the Corporation or Entiy] does not use coercion as defined in section 787.06(2)(a), Florida Statutes (2025), 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(14), Florida Statutes (2025).

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

Lessie M. Rimes
Signature

LESSIE M. RIMES
Name Printed

President
Title

1-6-26
Date Signed

EXHIBIT “E” – Foreign Countries of Concern Affidavit

State of Florida

County of Alachua

I, Lessie Q Rimes, being duly sworn, state under oath:

1. I am a duly authorized representative of Les-Que Two, Inc..

2. Under penalty of perjury, I attest and affirm that Les-Que Two, Inc.:

2.1. Is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic including any agency of or any other entity of significant control of such foreign country of concern).

2.2. The government of a foreign country of concern does not have a controlling interest in Les-Que Two, Inc.

2.3. Les-Que Two, Inc. is not organized under the laws of or has its principal place of business in a foreign country of concern.

Lessie Q Rimes

Signature

1/6/26

Date Signed

EXHIBIT "F" – Flood Disclosure

Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

- (1) Seller has has no knowledge of any flooding that has damaged the property during Seller's ownership of the property.
- (2) Seller has has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
- (3) Seller has has not received assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (4) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - (a) The overflow of inland or tidal waters.
 - (b) The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - (c) Sustained periods of standing water resulting from rainfall.

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

Lessie M. Rimes

Signature

Lessie M. Rimes

Name Printed

EXHIBIT “G” – ENERGY EFFICIENCY RATING BROCHURE 553.996



Congratulations on your decision to purchase a home.

As you know, there are a lot of factors to consider before signing on the dotted line. By now, you've probably checked out the location of the home you like the best. You know how much the seller wants, how many bedrooms there are, whether your dining room table will fit, where you'll park your car and lots of other important things.

But wait, there's still one more important thing you really ought to do.

You wouldn't buy a car without asking how many miles-per-gallon it gets, would you? So why would you even think of buying a house without knowing how much the power bills will be? That's why now is the perfect time to get an EnergyGauge® rating on the house.

Since 1994, there has been a voluntary, statewide energy-efficiency rating system for homes in Florida. Prospective homeowners just like you, all around the state, are getting their homes rated before they make their purchase.

There are several very important reasons why:

▲ **Energy ratings give homebuyers a market-place yardstick that measures the benefits of energy-efficiency.** You get detailed estimates of how much your energy use will cost.

▲ **Energy ratings give you clear and specific information that lets you compare similar homes on their energy use.** Two homes might look similar, but one may be efficient and comfortable, and the other an energy-guzzler with a very uncomfortable interior.

Thinking About Buying a Home? Get An EnergyGauge® Rating!

Consider the Benefits:

- ▲ More Home for Less Money
- ▲ Tested Quality Construction
- ▲ Enhanced Indoor Comfort
- ▲ Superior Energy Efficiency
- ▲ More Environmental Sustainability
- ▲ Improved Mortgage Options
- ▲ Greater Resale Value

▲ **Maybe most important of all, the national Home Energy Rating System (HERS) Index on the energy rating can qualify you for a number of special mortgage programs that offer lower interest rates, lower closing costs, and other benefits.** Some lenders may offer special financing.

Before buying your next home, hire a Certified Energy Rater to do a rating.

Your builder or Realtor can help you find a Certified Rater in your area. After the rating, you'll get an easy-to-understand Energy Guide that estimates how much it will cost to pay for energy used in that home.

For many years, buyers have had home inspectors look over a home before making their purchase. This is a great way to find out about potential house problems before you make your purchase. Smart homebuyers around the country are now also asking for a home energy rating to look specifically at the energy-use in a home and determine efficiency. Because energy costs can equal house payments, the relatively small cost of a home energy rating can easily be offset by many years of lower energy payments.

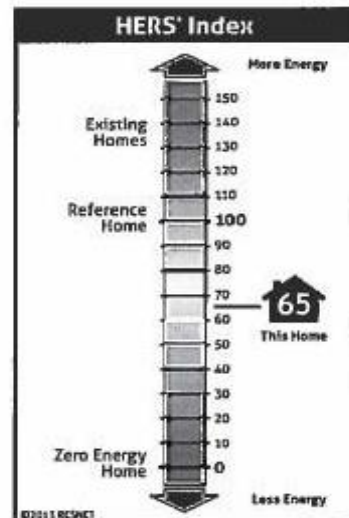
You're already familiar with the miles-per-gallon stickers on new automobiles, and the yellow Energy Guide labels on home appliances. Shoppers use this information to figure out how much that car or appliance is really going to cost them. This information gives the buyer

a good estimate of what it will cost to operate that car or use that appliance, over and above the purchase price. A car or product that is cheaper to buy can often be more expensive to operate, so this information can be very important to assure that you make the best purchase decision.

Here's how the EnergyGauge® program works.

After the rating, you'll get an easy-to-read form like the one on the next page. The Rating Guide has a scale that allows you to compare the specific home you're looking at with the most efficient and the least efficient homes of the same size, with the same number of bedrooms available in your part of the state today.

One of the keys to the success of this program is the uniformity of ratings, made possible by the use of the EnergyGauge® software developed by the Florida Solar Energy Center®. It has been specially designed to let Raters input the key data on the home and obtain accurate information for comparison purposes.



ENERGY EFFICIENCY RATING BROCHURE 553.996

(CONTINUED)

Beyond a home energy rating, how can you reduce your energy use and save money?

That's easy. While the design and construction of your home, and the efficiency of its appliances and equipment, control the most significant portion of its energy use, occupant lifestyle will still have a big effect on exactly how much energy gets used. Your comfort preferences and personal habits - the level at which you set the thermostat, whether or not you turn off lights and fans when leaving a room, how much natural ventilation you use, and other factors - will all affect your home's actual monthly energy use.

Florida's program parallels national activities.

The Residential Energy Services Network (RESNET) sets the national standards for the Home Energy Rating System (HERS), and the Florida Solar Energy Center's Energy Gauge system meets these standards. The Florida Building Energy Rating Guide provides a HERS Index for the home. This national score enables homes to qualify for national mortgage financing options requiring a HERS Index. This Index is computed in accordance with national guidelines, considering the heating, cooling, water heating, lighting, appliance, and photovoltaic energy uses. HERS awards stars to the rating.

Tell your Realtor or builder that you want to get the home rated before you buy it.

They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1422, or visit our Web site at www.floridaenergycenter.org.

Who does Energy Ratings?

It is important to note that only Certified Raters are allowed to perform ratings. These Raters have undergone rigorous training programs and have passed the RESNET National Core exam and the required challenge exams. They are also required to undergo continuing education classes and additional exams to keep their

Confirmed Rating
RESNET Registration No.: <none>

EnergyGauge
1500 Main Street
Orlando, FL 32835-4800

Design: Orlando, FL
TMY: ORLANDO_INTL_ARPT, FL

Title: EnergyGaugeSampleProject

BUILDING ENERGY RATING GUIDE

\$0
\$950
Reference
\$1343

0 MBtu
28.2 MBtu
40 MBtu

▼ Proposed Home

Savings = \$393

Cost Basis:

Florida Average

Florida Average

Statewide Prices

Electric Rate: \$0.115 /kWh

Gas Rate: \$1.820 /therm

Oil: \$1.10/gal LP Gas: \$1.40/gal

This Home
60

RATER **0000**

Certified Rater I.D. Number

Signature Date

This Rating Guide is provided to you by a Home Energy Rater who is trained and certified to perform Ratings in accordance with the RESNET standard. Questions or complaints regarding this Rating may be directed to:
EnergyGauge Program Office
1679 Clearlake Road
Cocoa, FL 32922-5703
(321)638-1422
energygauge@flsolar.org

NOTES:
HERS is a registered trademark of the Residential Energy Services Network (RESNET).

11/21/2013 3:10:43 PM
EnergyGauge® v3.1
Page 1/1

certifications current. An on-going quality control program also watches over their Ratings and their work. All their Ratings are submitted to a central registry that checks them for accuracy and compiles generic building data.

Energy Ratings in Florida

The Florida Building Energy-Efficiency Rating Act (Florida Statute 553.990) was passed by the State Legislature in 1993 and amended in 1994. It established a voluntary state-wide energy-efficiency rating system for homes. The Rating System has been adopted by DCA Rule 9B-60. Modifications were made by the Legislature in 2013.



**The EnergyGauge®
Program Building Energy
Rating System**

1679 Clearlake Road
Cocoa, Florida 32922-5703
Phone: 321-638-1422
Fax: 321-638-1010
E-Mail: info@energygauge.com
www.floridaenergycenter.org

Certificate Of Completion

Envelope Id: 3A8BD27D-41B3-4A0C-ABDE-43FA67D2A5F4	Status: Completed
Subject: Complete with Docusign: Seller Signed Option Contract LOC - Les Que Two 1-6-2026_012026.pdf	
Source Envelope:	
Document Pages: 29	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: Thomas (Jon) Rouse trouse@alachuacounty.us IP Address: 163.120.80.69
Envelopeld Stamping: Enabled	
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	

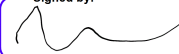
Record Tracking

Status: Original 1/20/2026 3:34:09 PM	Holder: Thomas (Jon) Rouse trouse@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: Docusign

Signer Events

Shari C. Wallen
swallen@alachuacounty.us
Security Level: Email, Account Authentication (None)

Signature

Signed by:

E2833A3B059048D...

Signature Adoption: Drawn on Device
Using IP Address: 2a02:26f7:b388:a011:0:a000:0:4
Signed using mobile

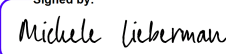
Timestamp

Sent: 1/20/2026 3:38:15 PM
Resent: 1/21/2026 10:01:36 AM
Viewed: 1/23/2026 10:30:20 AM
Signed: 1/23/2026 10:30:54 AM

Electronic Record and Signature Disclosure:

Accepted: 1/23/2026 10:30:20 AM
ID: 6af0b2b5-fbc8-488e-add1-dff99b851054

Michele Lieberman
cmsignature@alachuacounty.us
County Manager
Security Level: Email, Account Authentication (None)

Signed by:

B88C80D41AFC450...

Signature Adoption: Pre-selected Style
Using IP Address: 149.19.43.13

Sent: 1/23/2026 10:30:55 AM
Viewed: 1/23/2026 10:38:18 AM
Signed: 1/23/2026 10:39:05 AM

Electronic Record and Signature Disclosure:

Accepted: 2/11/2025 11:47:31 AM
ID: 9eec4a2c-b49d-4179-aced-25672cb83854

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: 1/23/2026 10:39:06 AM
Viewed: 1/23/2026 10:56:03 AM

Electronic Record and Signature Disclosure:

Accepted: 9/4/2023 12:54:52 PM
ID: 3e73c6a6-f1f8-4b87-9dc0-3c1c6a6e146a

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	1/20/2026 3:38:15 PM
Certified Delivered	Security Checked	1/23/2026 10:38:18 AM
Signing Complete	Security Checked	1/23/2026 10:39:05 AM
Completed	Security Checked	1/23/2026 10:39:06 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

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.