

**PARTIAL ASSIGNMENT OF OPTION CONTRACT
BY PURCHASER AND SELLER ACKNOWLEDGMENT**

THIS PARTIAL ASSIGNMENT AGREEMENT (this “**Agreement**”) is made on _____, between ALACHUA COUNTY, a political subdivision of the state of Florida, whose mailing address is 12 SE 1st Street 32601 (“**Assignor**”) and ALACHUA CONSERVATION TRUST, INC., a Florida not for profit corporation, whose mailing address is 7204 SE County Road 234, Gainesville, FL 32641 (“**Assignee**”) (collectively, the “**Buyers**”). LES-QUE TWO, INC., whose address is 11918 SW 37th Trail, Timber Village Office, Lake Butler, FL 32054 (“**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 County and LES-QUE TWO, INC., (the “**Contract**”) attached hereto as **Exhibit “C”** 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 \$10,000.00 Option Payment paid by Assignor, no part of the Contract purchase price has been paid.

D. Assignor desires to assign, and Assignee desires to assume and accept, a portion of Assignor’s rights, interests, and obligations under the Contract in, for, and to the Property described in **Exhibit “B”**.

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 all or any portion of the Property to Alachua Conservation Trust, Inc. without Seller’s prior consent. Notwithstanding Assignor’s right, 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 same are incorporated herein by this reference.

2. **ASSIGNMENT.** Assignor hereby assigns Assignor’s rights, interests, and obligations under the Contract as they pertain to the portion of Property described as the “**ACT Portion**” in Exhibit “**B**”, to have and to hold the same, unto the 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. This Assignment shall govern in the event of a conflict between this Assignment and the Contract. At Closing, Assignor will take title to the Property described as the "County Portion" in Exhibit "B" and Assignee will take title to the Property described as the "ACT Portion" in Exhibit "B". If either Buyer does not agree to accept any uncured Title Defects, Environmental Defects, or Debris ("Defects"), then the other Buyer may elect to proceed with the purchase of the entire Property, solely and independently of the Buyer that does not accept the Defects, by providing written notice of same to the other Buyer and Seller. The Buyer that elects to close on the entire Property shall have all rights, duties, responsibilities, and obligations of (and thereafter will be referred to as) the "Buyers" under the Contract, and the Buyer that did not accept the Defects shall have no further rights, duties, responsibilities, or obligations under the Contract.

3. **ASSIGNEE'S COVENANTS.** For the Property, Assignee will pay \$200,000.00 of the Purchase Price ("**ACT 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 "County Manager" in the Contract shall additionally mean "Executive Director". All references to "Board" in the Contract shall additionally mean "ACT Board of Directors" ("BoD"). ACT agrees to execute this assignment after it is provided to ACT for signature.

5. **EXPENSES.** At Closing, 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, however, ACT shall pay its share of the closing expenses based on the appraised value of the ACT Portion in Exhibit "B" it purchases. Except Assignor is responsible for the payment of the attorney's fees incurred by Assignor's attorney. Any unpaid Expenses shall be paid by the Buyers on a basis proportional to each Buyer's share of the Purchase Price.

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:

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) 264-6804
Email: achristman@alachuacounty.us

7. Attached hereto as **Exhibit “D”** and incorporated herein is an affidavit signed by Assignor’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 (2024), as may be amended or revised.

8. **REAFFIRMATION.** Assignor and Assignee reaffirm all of the terms, covenants, and conditions in the Contract.

9. **EFFECTIVE DATE.** This Contract shall become effective as of the date upon which Assignor, Assignee, and Seller have fully executed this Contract as set forth on the signature pages below.

10. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without reference to conflict of laws principles.

11. **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 Assignee under penalty of perjury attesting that Assignee 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.

12. ACT recognizes and agrees that the ACT portions of the Property described in Exhibit “B” or the entire Property described in Exhibit “B” maybe subject to claims by the State of Florida, or another governmental entity.

In witness whereof, this Agreement has been executed at on the dates below.

ASSIGNOR:
ALACHUA COUNTY
A political subdivision of the state of Florida

By: _____
Michele Lieberman, County Manager

Date: _____

APPROVED AS TO FORM

Alachua County Attorney

ATTEST:

J.K. "Jess" Irby
Clerk of Court

ASSIGNEE:

ALACHUA CONSERVATION TRUST, INC.
A Florida not for profit corporation

By: _____

Tom Kay

As its Executive Director

Date: _____

SELLER:

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

By: _____

Lessie Q Rimes

As President of Les-Que Two, Inc.

Date: _____

Exhibit “A”
Property

PARCEL 1: (TPN 18354-059-000)

Property Description to Be Inserted

Exhibit “B”
Property Assignment Map
(Legal Description to be Inserted upon Completion of Survey)

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

EXHIBIT “D”

AFFIDAVIT OF NO COERCION PURSUANT TO §787.06, FLORIDA STATUTES

State of Florida
County of Alachua

I, _____ [insert full legal name of the person providing this affidavit], as
[insert corporate title of the person providing this affidavit] of the
_____ [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 _____ [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.

Signature

Name Printed

Title

Date Signed

EXHIBIT “E”
AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes

State of _____
County of _____

I, _____ [insert full legal name of the person providing this affidavit], as
_____ [insert corporate title of the person providing this affidavit] of the
_____ [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 _____ [insert full legal name of the Corporation].
3. I attest and affirm that the following is true and correct:
 - a. _____ [insert full legal name of entity] is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, 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).
 - b. The government of a foreign country of concern does not have a controlling interest in _____ [insert full legal name of entity].
 - c. _____ [insert full legal name of entity] is not organized under the laws of or has its principal place of business in a foreign country of concern.
4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

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

Signature

Name Printed

Title

Date Signed