

PARTIAL ASSIGNMENT OF OPTION CONTRACT BY PURCHASER AND SELLER ACKNOWLEDGMENT

THIS ASSIGNMENT AGREEMENT (this “**Agreement**”) is made on _____, 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 P.O. Box 2877, Gainesville, FL 32602 (“**Assignee**”). MATTHEW BELL, whose mailing address is 32750 Coldwater Creek Loop, Wesley Chapel, FL 33545 (“**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 And Mathew Bell on September 6, 2022 (the “**Contract**”) for the sale and purchase of certain real property located in the counties of Alachua and Bradford in the state of Florida (the “**Property**”), as more particularly described in the Contract.

B. The portion of the Property located in Bradford County, Florida is more particularly described as follows (the “**Bradford Property**”):

See **Exhibit “A”** attached hereto and made a part hereof.

C. The portion of the Property located in Alachua County, Florida is more particularly described as follows (the “**Alachua Property**”):

See **Exhibit “B”** attached hereto and made a part hereof.

D. Except for the \$1,000 Option Payment paid by Assignor, no part of the Contract purchase price has been paid.

E. Assignor desires to assign, and Assignee desires to assume and accept, any and all of Assignor’s rights, interests, and obligations under the Contract in, for, and to the Alachua Property.

F. 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.

G. Pursuant to the Contract, Assignor may assign its rights under the Contract to all or any portion of the Property 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. PARTIAL ASSIGNMENT. Assignor hereby assigns the Contract, and all of Assignor's right, title, interest, and obligation under the Contract as they pertain to the Alachua Property, 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. Assignor will continue as a purchaser under the Contract and will enjoy and perform all of the rights, title, interests, and obligations under the Contract as they pertain to the Bradford Property.

3. ASSIGNEE'S COVENANTS. For the Alachua 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. PROPORTIONATE SHARE FACTOR. Certain costs and expenses to be paid by the purchaser under the Contract will be allocated between and paid by Assignor and Assignee in proportionate shares. The Assignor's proportionate share factor equals the quotient of the total number of acres calculated for the Bradford Property (as per the Survey) divided by the total number of Surveyed Acres calculated for the Property (the "**Assignor Share**"). The Assignee's proportionate share factor equals the quotient of the total number of acres calculated for the Alachua Property (as per the Survey) divided by the total number of Surveyed Acres calculated for the Property (the "**Assignee Share**").

5. PURCHASE PRICE. At Closing, payment of the Purchase Price under the Contract will be allocated between Assignor and Assignee according to the Assignor Share and the Assignee Share.

6. EXPENSES. (a) At Closing, payment of any and all Expenses to be paid by the purchaser under the Contract will be allocated between Assignor and Assignee according to the Assignor Share and the Assignee Share, except as otherwise provided below:

i. Appraisal. Assignor to pay for second appraisal (\$7,800); Assignee to pay for first appraisal (\$8,250).

ii. Survey. Assignor to pay all survey expenses related to the Bradford Property; Assignee to pay for all survey expenses related to the Alachua Property.

iii. Attorney fees. Assignor to pay attorney fees incurred by Assignor's attorney; Assignee to pay attorney fees incurred by Assignee's attorney.

iv. Owner title policy. Assignor to pay title insurance premium for owner policy (and any endorsements) issued for the Bradford Property; Assignee to pay title insurance premium for owner policy (and any endorsements) issued for the Alachua Property.

v. Financing. Assignor to pay the costs of any financing (taxes, recording, etc.) obtained for the Bradford Property; Assignee to pay the costs of any financing (taxes, recording, etc.) obtained for the Alachua Property.

vi. Specific Inspections, etc. The cost and expenses for inspections, evaluations, or work limited and specific to either the Bradford Property or the Alachua Property will be paid solely by that property's purchaser.

(b) At Closing, any shared Expenses paid in advance by either party will be reimbursed to the advance paying party according to the reimbursing party's proportionate share factor.

7. INSPECTIONS, ETC; TARGET COMPLETION DATES. (a) Either party (on its own and without the consent of or consultation with the other party) may undertake inspections, evaluations, or work specific to and for the property being purchased by said party. In such event, the inspecting party will solely be responsible for the cost of such inspection, evaluation, or work.

(b) Assignor and Assignee will undertake all reasonable effort to ensure each party's inspections, evaluations, or work related to that party's property are completed on or before January 10, 2023.

8. OBJECTIONS; TERMINATION. Either party (on its own and without the consent of or consultation with the other party) may make due diligence objections (e.g., inspections, survey, title, etc.) directly to the Seller pursuant to the terms of the Contract. Similarly, either party (on its own and without the consent of or consultation with the other party) may terminate the Contract as to the terminating party's rights, obligations, and performance due under the Contract.

9. CLOSING DOCUMENTS; DEED; TITLE INSURANCE. At Closing, (a) each party will execute and deliver the documents required under the Contract and which pertain to the executing party's property; and (b) each party will receive a separate deed to the specific property purchased by that party. Following closing, each party will receive a separate owner's title insurance policy covering the specific property purchased by the insured.

10. NOTICES. Notices to the Assignee under the Contract should be made as follows:

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 OFFICE OF LAND CONSERVATION & MANAGEMENT
408 W. University Avenue, Suite 106
Gainesville, Florida 32601
Attention: Andi Christman, Environmental Program Manager
Telephone: (352) 264-6804
Email: achristman@alachuacounty.us

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

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

ASSIGNOR:

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

By: _____

TOM KAY

As its Executive Director

Date: _____

ASSIGNEE:

ALACHUA COUNTY
A political subdivision of the state of Florida

APPROVED AS TO FORM:

By: _____

Alachua County, County Attorney

ATTEST:

By: _____

J.K. "JESS" IRBY, ESQ.

Clerk of Court

By: _____

MARIELEEN WHEELER, Chair

Board of County Commissioners

Date: _____

SELLER:

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

MATTHEW BELL

Date: _____

Exhibit A

Bradford Property

PARCEL 1: (TPN 01058-0-00000)

The South 1/2 of the Southwest 1/4 and the West 1/2 of the Southwest 1/4 of the Southeast 1/4, lying North of the Santa Fe River in Section 35, Township 7 South, Range 21 East, Bradford County, Florida.

Exhibit B

Alachua Property

PARCEL 2: (TPN 16905-002-001)

That part of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 and that part of the Southeast 1/4 of the Southeast 1/4, lying South of the Santa Fe River and West of State Highway No. 301, in Section 35, Township 7 South, Range 21 East, Alachua County, Florida, LESS AND EXCEPT any portion lying within the right-of-way of County Road No. S-225.

ALSO, LESS AND EXCEPT THE FOLLOWING 5 PARCELS:

LESS AND EXCEPT:

Commence at the Southwest Corner of the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 7 South, Range 21 East and run South 89 degrees, 25 minutes East 0.84 chains to the Point of Beginning; thence North 37 degrees, 30 minutes East 4.69 chains; thence South 89 degrees, 25 minutes East 2.21 chains to the Right-of-Way of State Highway No. 24, thence Southwesterly along said Right-of-Way 4.16 chains; thence North 89 degrees, 25 minutes West 3.25 chains to the Point of Beginning. As described in Deed Book 316, Page 113, in the Public Records of Alachua County, Florida.

LESS AND EXCEPT:

Commence at the Southwest Corner of the Southeast 1/2 of the Southeast 1/4 of Section 35, Township 7 South, Range 21 East, Alachua County, Florida and run South 89 degrees, 25 minutes East 0.84 chains to a point; thence run North 37 degrees, 30 minutes East 4.69 chains to a point; thence run South 89 degrees, 25 minutes East a distance of 18 feet to the Point of Beginning; thence run North 37 degrees, 30 minutes East a distance of 388 feet; thence run South 89 degrees, 25 minutes East a distance of 47 feet, more or less, to the Westerly Right-of-Way Line of State Road 200; thence run Southwesterly along said Westerly Right-of-Way Line a distance of 318 feet, more or less, to the Northeasterly corner of land formerly owned by W.A. Jolley, Jr., thence run North 89 degrees, 25 minutes West, a distance of 128 feet to the Point of Beginning. As described in Deed Book 343, Page 295, in the Public Records of Alachua County, Florida.

LESS AND EXCEPT:

Commence at the Southwest Corner of the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 7 South, Range 21 East, Alachua County, Florida and run South 89 degrees, 25 minutes East, along the

Southerly Boundary thereof, a distance of 55.44 feet; thence North 37 degrees, 30 minutes East a distance of 120.3 feet to a concrete monument located in the Northerly Boundary of the Right-of-Way of State Road No. S-225 for the Point of Beginning. From said Point of Beginning thus described continue North 37 degrees, 30 minutes East a distance of 189.25 feet; thence South 89 degrees, 25 minutes East a distance of 18 feet; thence North 37 degrees, 30 minutes East a distance of 160.83 feet to a concrete monument

located on the Westerly Boundary of the Right-of-Way of State Road No. 200, thence in a Northeasterly direction along said Westerly Boundary and along the arc of a curve concave to the East and having a radius of 3967.72 feet, a distance of 308.62 feet as measured along a chord having a bearing of North 31 degrees and 02 minutes East, to a concrete monument located at the end of said curve; thence North 33 degrees, 15 minutes and 40 seconds East, along said Westerly Boundary, a distance of 396.13 feet to a concrete monument; thence North 56 degrees, 25 minutes, 30 seconds West, a distance of 250 feet; thence South 31 degrees, 36 minutes and 30 seconds West, a distance of 1190.66 feet to a concrete monument located on said Northerly Boundary; thence North 89 degrees, 08 minutes, 30 seconds East a distance of 225 feet to the Point of Beginning. As described in Official Records Book 675, Page 76, in the Public Records of Alachua County, Florida.

LESS AND EXCEPT:

Commence at the Southwest Corner of the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 7 South, Range 21 East, Alachua County, Florida and run North 01 degrees, 14 minutes, 05 seconds West, 746.09 feet to the Point of Beginning; thence run South 88 degrees, 34 minutes, 29 seconds West 141.95 feet; thence run North 01 degrees, 14 minutes, 05 seconds West 555.91 feet; thence run North 88 degrees, 34 minutes, 29 seconds East 1107.94 feet to the Westerly Right-of-Way Line of U.S. Highway No. 301; thence run South 31 degrees, 58 minutes, 55 seconds West along said Right-of-Way Line 424.01 feet; thence run North 57 degrees, 42 minutes, 15 seconds West 250 feet; thence run South 30 degrees, 19 minutes, 45 seconds West 400.72 feet; thence run South 88 degrees, 34 minutes, 29 seconds West 315.55 feet to the Point of Beginning. As described in Official Records Book 690, Page 259, in the Public Records of Alachua County, Florida.

LESS AND EXCEPT:

Commence at the Southwest Corner of the Southeast 1/4 of Section 35, Township 7 South, Range 21 East, Alachua County, Florida and run North 88 degrees, 26 minutes, 49 seconds East along the South Line of said Section 874.50 feet, thence run North 00 degrees, 58 minutes, 43 seconds East 79.00 feet to a concrete Right-of-Way marker on the North Right-of-Way Line of County Road S-225 and the Point of Beginning, thence run North 87 degrees, 49 minutes, 09 seconds East along said Right-of-Way Line 186.61 feet, thence run North 02 degrees, 10 minutes, 51 seconds West along said Right-of-Way Line 10.00 feet; thence run North 87 degrees, 49 minutes, 09 seconds East along said Right-of-Way Line 171.46 feet, thence run North 30 degrees, 17 minutes, 06 seconds East 789.94 feet, thence run South 88 degrees, 31 minutes, 51 seconds West 210.00 feet, thence run South 43 degrees, 17 minutes, 55 seconds West 792.89 feet to a fence corner, thence run South 01 degrees, 15 minutes, 15 seconds West along said fence line 113.34 feet to a concrete monument on the North Right-of-Way Line of said County Road No. S-225; thence run South 02 degrees, 10 minutes, 51 seconds East along said Right-of-Way Line of County Road No. S-225, 10.00 feet to the Point of Beginning.

PARCEL 3: (TPN 16905-001-000)

The South 1/2 of the Southwest 1/4 and the West 1/2 of the Southwest 1/4 of the Southeast 1/4, lying South of the Santa Fe River in Section 35, Township 7 South, Range 21 East, Alachua County, Florida, LESS AND EXCEPT any portion lying within the Right-of-Way line of County Road No. S-225.

PARCEL 4: (TPN 16901-001-000)

The Southeast 1/4 of the Southeast 1/4 LESS AND EXCEPT the West 11 chains of Section 34, Township 7 South, Range 21 East, Alachua County, Florida, ALSO LESS AND EXCEPT any portion lying within the Right-of-Way line of County Road No. S-225.

PARCEL 5: (TPN 16905-002-000)

Commence at the Southwest Corner of the Southeast 1/4 of Section 35, Township 7 South, Range 21 East, Alachua County, Florida and run North 88 degrees, 26 minutes, 49 seconds East along the South Line of said Section 874.50 feet, thence run North 00 degrees, 58 minutes, 43 seconds East 79.00 feet to a concrete Right-of-Way marker on the North Right-of-Way Line of County Road S-225 and the Point of Beginning, thence run North 87 degrees, 49 minutes, 09 seconds East along said Right-of-Way Line 186.61 feet, thence run North 02 degrees, 10 minutes, 51 seconds West along said Right-of-Way Line 10.00 feet; thence run North 87 degrees, 49 minutes, 09 seconds East along said Right-of-Way Line 171.46 feet, thence run North 30 degrees, 17 minutes, 06 seconds East 789.94 feet, thence run South 88 degrees, 31 minutes, 51 seconds West 210.00 feet, thence run South 43 degrees, 17 minutes, 55 seconds West 792.89 feet to a fence corner, thence run South 01 degrees, 15 minutes, 15 seconds West along said fence line 113.34 feet to a concrete monument on the North Right-of-Way Line of said County Road No. S-225; thence run South 02 degrees, 10 minutes, 51 seconds East along said Right-of-Way Line of County Road No. S-225, 10.00 feet to the Point of Beginning.