

CONTRACT FOR PURCHASE and SALE

PARTIES: the **City of Gainesville, Florida, a municipal corporation**, whose address is 200 East University Avenue, Gainesville, Florida 32601 (“Seller”), and **Laurel Ridge Acquisitions LLC** whose address is **605 S. Willow Ave., Tampa, Florida 33606** (“Buyer”), hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively “Property”) pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda (“Contract”):

1. DESCRIPTION:

- (a) Legal description of the Real Property located in Alachua County, Florida: **The western 6.3+ acres of Lot 2 of the Minor Subdivision Book 2 Page 78 as further described in Exhibit “A”**
- (b) Street address, city, zip, of the Property: **TBD, Gainesville, FL 32609**
- (c) Personal Property: **NA**
- (d) Other items included are: **NA**
- (e) Items of Personal Property (and leased items, if any) excluded are: **NA**

- 2. PURCHASE PRICE** (U. S. currency): \$ 244,000.00, which is the Mutually Agreed Upon Appraised Value

PAYMENT:

- (a) Deposit held in escrow by **Johnson, Pope, Bokor, Ruppel & Burns, LLP** (Escrow Agent). \$ 10,000.00
- (b) Additional escrow deposit to be made to Escrow Agent within \$ _____
_____ days after Effective Date (see Paragraph 3) in
the amount of _____.
- (c) Other: _____ \$ _____
- (d) Balance to close by cash or **LOCALLY DRAWN** cashier’s or \$ 234,000.00
official bank check(s), subject to adjustments or prorations.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:

- (a) If this contract is not executed by and delivered to all parties on or before **September 30, 2022**, the deposit(s) will, at Seller’s option, be returned and this offer withdrawn.
- (b) The date of Contract (“Effective Date”) will be the date when the last one of the Buyer and Seller has signed or initialed this contract. If such date is not otherwise set forth in this Contract, then the “Effective Date” shall be the date determined above for execution of this contract.

4. FINANCING:

This is a cash transaction with no contingencies for financing.

Buyer’s Initials: _____

Seller’s Initials: _____

5. **TITLE EVIDENCE:** Within 10 days after the end of the due diligence period described in paragraph 8 B,
 (a) Title insurance commitment with legible copies of instruments listed as exceptions attached thereto (“Title Commitment”) and, after Closing, an owner’s policy of title insurance (see Standard A for terms); or
 (b) Abstract of title or other evidence of title (see rider for terms), shall be obtained by (CHECK ONLY ONE):
 (1) Seller, at Seller’s expense and delivered to Buyer or Buyer’s attorney; or
 (2) Buyer at Buyer’s expense.

6. **CLOSING DATE:** This transaction shall be closed, and the closing documents delivered **30 days following end of the Due Diligence Period described in paragraph 8 B** (“Closing”), unless modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, Flood, or Homeowners’ insurance at a reasonable rate due to extreme weather conditions, Buyer may delay Closing for up to 5 days after such coverage becomes available. Notwithstanding the foregoing, Buyer may, in its sole discretion, end the Due Diligence Period early and move forward the Closing, so long as it gives Seller at least thirty (30) days’ notice.

7. **RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title free and clear of all liens, encumbrances, mortgages, taxes, or assessments of any kind or nature, subject only to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7½ feet in width as to the side lines); taxes for year of Closing and subsequent years; provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for existing zoning purpose(s).

8. **SURVEY AND ENVIRONMENTAL REPORT:**

A. **SURVEY:** The Buyer, within the due diligence period described in subparagraph B of this paragraph 8, shall have the Real Property surveyed at its expense. If the survey shows any encroachments upon or shortages in the land herein described or that the improvements located on the land herein described encroach on the land of others, a copy of such survey shall be furnished to the other party and the Seller shall have the time to cure such defect as the Contract allows to cure defects of title. Failure to so eliminate such encroachments shall be regarded as a default by the Seller.

B. **ENVIRONMENTAL DUE DILIGENCE:**

(1) Commencing on the Effective Date, Buyer and its engineers, architects, and other agents shall have a period of **One Hundred Eighty (180)** days (the “Due Diligence Period”) within which to undertake such physical inspections and other investigations of, and inquiries concerning, the Property as may be necessary in order for Buyer to evaluate the physical characteristics of the Property, including environmental conditions, as well as such other matters as may be deemed by Buyer to be reasonably necessary to generally evaluate the Property and determine the feasibility and advisability of Buyer’s purchase of the Property for the Intended Use. In the event Buyer determines in its reasonable discretion, that the Property is not suitable for Buyer’s intended use, Buyer may by notice given to Seller prior to expiration of the Due Diligence Period, terminate this Contract.

(2) For purposes of undertaking physical inspections and investigations of the Property, including but not limited to the Survey, Environmental Phase I, Environmental Phase II, soil studies, asbestos studies,

Buyer’s Initials: _____

Seller’s Initials: _____

topographical survey, zoning review, water, sewer availability and capacity, ingress/egress, preliminary planning review, covenants and restrictions, coverage ratio, and construction time, Seller hereby grants to Buyer and its agents full right of entry upon the Property and any part thereof during the Due Diligence Period and, as long as this Contract has not been terminated, thereafter until Closing. Buyer, as a condition to its exercise of such right of entry, shall defend, indemnify and save and hold Seller harmless as the result of all claims and judgments arising out of the same incident or occurrence for any claim or judgment or portions thereof, from and against any and all loss, damage, liability, suit, claim, cost or expense (including reasonable attorneys' fees and reasonable attorneys' fees to enforce this indemnification) arising from the exercise by Buyer or its engineers, architects, consultants or agents of Buyer's rights hereunder.

(3) Buyer shall select its own consultants, engineers, and all other related professionals to make its own investigation and determination as to the accuracy or acceptability of any and all matters regarding the Property and the documents.

(4) If Buyer has not terminated this Contract in writing received by Seller on or prior to expiration of the Due Diligence Period, the First Deposit shall be completely non-refundable (regardless of whether Buyer proceeds to Closing) and shall be deemed fully earned by Seller, except in the event of Seller default. If Buyer terminates this Contract in writing received by Seller on or prior to expiration of the Due Diligence Period, this Contract shall terminate and the Deposit shall be returned to Buyer and except as otherwise provided herein, neither party shall have any further liability or obligation hereunder.

(5) If Buyer elects, prior to expiration of the Due Diligence Period, not to proceed hereunder: (i) Buyer shall deliver to Seller (at no cost to Seller) copies of all reports, studies and surveys prepared by or for Buyer with respect to the Property, and (ii) Buyer shall receive back the Deposit and except as provided otherwise, this Contract and all rights and obligations of the parties hereunder shall thereupon cease, terminate and be null and void.

(6) Buyer shall have the one-time option to extend the Due Diligence Period for an additional **ninety (90)** days so long as it is pursuing with commercial reasonableness permits for the construction of a warehouse facility consistent with existing zoning requirements.

9. SPECIAL CONDITIONS:

REQUIREMENTS: It is understood and agreed that Buyer shall have the right to rescind this Contract within the due diligence period described in paragraph 8 B for any reason set forth in the following provisions:

(1) **SOIL LOAD REQUIREMENTS:** The soil is determined by Buyer to be unsuitable for the support and construction of a facility within the Buyer's project specifications and parameters.

(2) **UTILITIES:** Buyer is unable to obtain legally binding commitments satisfactory to Buyer from the appropriate private entities and city, county, state, or other governmental authorities for the procurement of and access to natural gas, electricity, water, sewer, and other utility services necessary for the present and future requirements for the construction and operation of Buyer's use.

(3) **EASEMENTS:** Any drainage, utility or other easements adversely affecting the lay out and construction or Buyer's proposed use.

In the event Buyer should rescind this Contract for any reasons set forth above, then Buyer shall, without any further liability or obligation, receive a return of all deposits and any sums paid to date of such

Buyer's Initials: _____

Seller's Initials: _____

rescission.

(4) OBLIGATION TO COMPLETE IMPROVEMENTS; REVERTER:

Within two years following the date of closing on the purchase of the Property from the City (“Reverter Date”), Buyer agrees to construct and complete construction of at least approximately 25,000 square feet of improvements (including, but not limited to an industrial warehouse with an office consisting of one or more structures) along with paved parking lot(s) (the “Improvements”). City shall assist Buyer in obtaining the necessary approvals for construction of the Improvements and shall not intentionally hinder or delay Buyer in obtaining the foregoing. Completion of construction shall be defined as issuance of a Certificate of Completion for the site plan that includes the warehouse and parking lot(s).

In the event the Improvements are not completed within two years following the date of closing on the purchase of the Property from the City, the Property and any improvement thereon may revert back to the City and the City will return to Buyer the Contract Sales Price, less liquidated damages, within 30 days of the reverter. Since damages sustained by the City for loss of use of the Property are difficult to ascertain in the event the Property reverts to the City, Buyer agrees to the City retaining Five Thousand Dollars (\$5,000) as liquidated damages in the event the property reverts to the City. In the event Buyer has not completed the Improvements by the Reverter Date despite exercising commercially reasonable efforts to do so, the Reverter Date shall be extended for an additional six (6) months to allow Buyer to complete the Improvements. If by reason of Force Majeure, the Buyer shall be rendered unable to complete the Improvements by the Reverter Date, Buyer shall give notice of the particulars of the force majeure event stating the particulars for the delay, in which case the requirement for performance hereunder shall be suspended for each day in which performance was not feasible. As used herein, “force majeure” shall mean any event arising out of any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, earthquake, explosion, pandemic, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond Buyer’s reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the Property or equipment of Buyer or property or equipment of other for the benefit of Buyer.

10. WARRANTIES & COVENANTS OF SELLER:

A. LITIGATION: Seller covenants and warrants that, to the best of its knowledge, there are no suits, actions, or proceedings pending, whether involving governmental authority or private party, to which Seller is a party and relating to the ownership or operation of the Property, nor has Seller any knowledge of any contemplated actions; and Seller agrees to give Buyer prompt notice of any suits instituted between the date hereof and the closing date.

B. SELLER’S OWNERSHIP: Seller warrants and covenants that Seller has title to the exclusion of all other persons or entities to the fee simple interest in the Property, and the same shall be conveyed by Seller to Buyer at the closing; that Seller has an unrestricted right to so transfer, that there are no Contracts, leases or understandings affecting the Property or improvements thereon other than those that have been or will be disclosed by provisions of this Contract.

C. COMPLIANCE WITH LAW: Seller warrants and covenants that, to the best of its knowledge, there are no violations of federal, state, or local law, regulations or ordinances affecting the Property and Seller covenants to cure any and all such violations, if such are found to exist, prior to closing.

Buyer’s Initials: _____

Seller’s Initials: _____

D. ZONING: Seller warrants and covenants that the Property are presently zoned **General Industrial (I-2)**. Seller further warrants and covenants that it has no knowledge or information of any existing or anticipated federal, state, county, municipal or other orders or actions which might adversely affect Buyer's construction or proposed use, as applicable.

E. CONDEMNATION: Seller warrants and covenants that it has not received any written or official notice or otherwise been notified or have any knowledge of any condemnation proceedings against the whole or any part of the Property.

11. **OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard E. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

12. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

13. **ASSIGNABILITY: (CHECK ONLY ONE):** Buyer ___ may assign and thereby be released from any further liability under this Contract; X may assign but not be released from liability under this Contract; or ___ may not assign this Contract.

14. **DISCLOSURES:**

A. ___ CHECK HERE if the property is subject to a special assessment lien imposed by a public body payable in installments which continue beyond Closing and, if so, specify who shall pay amounts due after Closing: ___ Seller ___ Buyer ___ Other (see addendum).

B. Radon is a naturally occurring radioactive gas that when 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 Public Health unit.

C. If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

15. **MAXIMUM REPAIR COSTS:** Seller shall not be responsible for payment in excess of:

A. \$ ___ for treatment and repair under Standard C (if blank, then 2% of the Purchase Price).

B. \$ ___ for repair and replacement under Standard M not caused by Wood Destroying Organisms (if blank, then 3% of the Purchase Price).

16. **RIDERS; ADDENDA; SPECIAL CLAUSES:**

CHECK those riders which are applicable AND are attached to this Contract:

___ CONDOMINIUM

___ HOMEOWNER'S ASSOCIATION

___ LEAD BASED PAINT

___ INSULATION

Buyer's Initials: ___

Seller's Initials: ___

___ “AS IS”
___ Other Comprehensive Rider Provisions
___ Addenda (Addendum Number 1)
Special Clause(s):

17. **STANDARDS FOR REAL ESTATE TRANSACTIONS (“Standards”):** Buyer and Seller acknowledge receipt of a copy of Standards A through V on the reverse side or attached, which are incorporated as a part of this Contract.
18. **REAL ESTATE COMMISSION:** Seller and Buyer each represent and warrant to the other that except for Colliers International (“Buyer’s Broker”) it has not dealt with any broker, salesperson, agent, or finder in connection with any of the transactions contemplated by this Contract, and insofar as each party knows, no broker, salesperson, agent, finder, or other person is entitled to any commission or finder’s fee in connection with any of the transactions contemplated by this Contract. Seller and Buyer each agree to indemnify, defend (by counsel reasonably satisfactory to the indemnified party), save, and hold harmless the other from and against any and all losses, claims, damages, liabilities, Fees and Costs, and all other expenses related to, growing out of, or arising from, any claims or demands for any brokerage commissions or finder’s fee alleged to be payable because of any act, omission, or statement of the indemnifying party. Buyer hereby agrees to compensate Buyer’s Broker pursuant to a separate agreement between Buyer and Buyer’s Broker and Seller shall have no obligation to compensate any broker, salesperson, agent, or finder in connection with the transaction contemplated by this Contract. The terms of this Section shall survive the Closing and any termination of this Contract.
19. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, shall not be affected thereby, and all other terms, covenants, conditions and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.
20. **CLOSING DATE AND LOCATION:** Closing of the purchase and sale of the Property (the “Closing”) shall occur at **Salter Feiber, P.A.** in Gainesville, Florida, or via “mail away” style closing, on or before **30 days following end of the due diligence period described in paragraph 8 B** (the “Closing Date”), as stated in paragraph 6 unless extended in writing by the parties.

NOTICE: Any and all notices or demands by or from Seller to Buyer, or Buyer to Seller, shall be in writing. They will be served by certified mail, or email. If served by certified mail, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States Mail, postage prepaid, addressed to the party to whom such notice or demand is to be given, as hereinafter provided, and the issuance of the registry receipt, therefore. If notice is made via email, service shall be conclusively deemed made upon confirmation by sender of the notice that delivery has been made to the intended recipient (e.g., read receipt, response, or other delivery confirmation).

A. Any notice or demand to Buyer may be given to the following address:

AS TO BUYER:

Laurel Ridge Acquisitions LLC
Oscar Mutz, Manager
605 S. Willow Ave. Tampa, FL 33606
Email: Ozzie@laurelridge.net

COPY TO:

Johnson, Pope, Bokor, Ruppel & Burns, LLP

Buyer’s Initials: _____

Seller’s Initials: _____

401 E. Jackson Avenue, Suite 3100
Tampa, FL 33602
Email: LukeM@jpfirm.com

Any notice or demand to Seller may be given at the following address:

AS TO CITY: Attention: City Manager
City of Gainesville
200 East University Avenue
Gainesville, Florida 32601
Email:

COPY TO: Attention: City Attorney
City of Gainesville
200 East University Avenue
Gainesville, Florida 32601
Email:

21. **DEFAULT:** If Buyer fails to perform this Contract within the time hereinabove specified, time being of the essence of this Contract, the Seller shall have the right and option upon 5 days written notice to the Buyer to terminate this Contract, and the Seller shall be relieved of all obligations under this contract.
22. **ENTIRE CONTRACT:** This Contract and Exhibits thereto, constitute the entire understanding between the parties hereto with respect to the subject matter hereof and cannot be changed, modified, amended, terminated or any provision hereof waived except by an instrument in writing signed by the parties hereto.
23. **CAPTIONS:** The parties mutually agree that the headings and captions contained in this Contract are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Contract.
24. **COUNTERPARTS:** This Contract may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
25. **GOVERNING LAW:** The Laws of the State of Florida shall govern this Contract, venue in Alachua County, Florida.
26. **APPROVALS:** This Contract is contingent upon approval by the Gainesville City Commission.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

Buyer's Initials: _____

Seller's Initials: _____

SELLER:

CITY OF GAINESVILLE, FLORIDA, a municipal corporation,

By: _____
Cynthia W. Curry, Interim City Manager

Date: _____

WITNESSES:

Name

Print Name

Name

Print Name

APPROVED AS TO FORM AND LEGALITY

Sean M. McDermott, Senior Assistant City Attorney
City of Gainesville

BUYER(S):

LAUREL RIDGE ACQUISITIONS LLC,
a Florida limited liability company

Oscar U. Mutz, III, Manager

Date: _____

Buyer's Initials: _____

Seller's Initials: _____

DEPOSITS: Deposits under Paragraph 2(a) received (Checks are subject to clearance):

_____,
Escrow Agent

By: _____

Buyer's Initials: _____

Seller's Initials: _____

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph 7, and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 15 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying the defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30-day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: Buyer, at Buyer's expense, within time allowed in paragraph 8 A may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachment on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. WOOD DESTROYING ORGANISMS: Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") at least 10 days prior to Closing to determine if there is any visible active Wood Destroying Organism infestation or visible damage from Wood Destroying Organism infestation, excluding fences. If either or both are found, Buyer may, within 5 days from date of written notice thereof, have cost of treatment of active infestation estimated by the Operator and all damage inspected and estimated by an appropriately licensed contractor. Seller shall pay costs of treatment and repair of all damage up to the amount provided in Paragraph 15(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller, or Buyer may elect to proceed with the transaction and receive a credit at Closing on the amount provided in Paragraph 15(a). "Wood Destroying Organisms" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.

D. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph 7 hereof, and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

E. LEASES: Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent, and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

Buyer's Initials: _____

Seller's Initials: _____

F. LIENS: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing of this Contract.

G. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the title insurance, or, if no title insurance, designated by Seller.

H. TIME: In computing time periods of less than six (6) days, Fridays, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided herein which shall end on a Friday, Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

I. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments.

J. EXPENSES: Buyer will pay taxes and recording fees on notes, mortgages and financing statements, recording fees for the deed, taxes on the deed, title commitment and title policy, one-half of the closing fee, and any commissions due and payable to Buyer's Broker. Seller will pay recording fees for documents needed to cure title defects and one-half of the closing fee.

K. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance, and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead, and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that effect is signed at Closing.

L. SPECIAL ASSESSMENT LIENS: Certified, confirmed, and ratified special assessment liens imposed by public bodies as of Closing are to be paid by Seller. Pending liens as of Closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall

Buyer's Initials: _____

Seller's Initials: _____

be considered certified, confirmed, or ratified and Seller shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

M. INSPECTION, REPAIR AND MAINTENANCE: Seller warrants that the ceiling, roof (including the fascia and soffits) and exterior and interior walls, foundation, seawalls (or equivalent) and dockage of the Property do not have any visible evidence of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required) or an appropriately licensed Florida contractor make inspections of those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph 15(b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph 15(b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made and that the Property, including, but not limited to, lawn, shrubbery and pool, if any, has been maintained in the condition existing as of Effective Date, ordinary wear and tear excepted. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Conditions" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

N. RISK OF LOSS: If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and Closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at Closing. If the cost of restoration exceeds 3% of the assessed valuation of the Property so damaged, Buyer shall either take the Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.

O. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 15-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and

Buyer's Initials: _____

Seller's Initials: _____

reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

P. ESCROW: Any Closing Agent or escrow agent (“Agent”) receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer’s performance. If in doubt as to Agent’s duties or liabilities under the provisions of this Contract, Agent may, at Agent’s option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney’s fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

Q. ATTORNEY’S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer, and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney’s fees, costs and expenses.

R. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller’s option, may proceed in equity to enforce Seller’s rights under this Contract. If for any reason other than failure of Seller to make Seller’s title marketable after diligent effort, Seller fails, neglects, or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer’s deposit(s) without thereby waiving any action for damages resulting from Seller’s breach.

S. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; FACSIMILE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery, or electronic media. A legible facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

T. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee’s, personal representative’s, or guardian’s deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph 7 and those otherwise accepted by Buyer. Personal property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as

Buyer’s Initials: _____

Seller’s Initials: _____

may be otherwise provided for herein.

U. OTHER CONTRACTS: No prior or present Contracts or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

V. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer, or which have not been disclosed to Buyer.

Buyer's Initials: _____

Seller's Initials: _____

ADDENDUM 1 - ENVIRONMENTAL REPORT

A. ENVIRONMENTAL REPORT:

(1) Within **one hundred eighty (180) calendar days** from the Effective Date of this Contract (“Due Diligence Period”), the Buyer may cause a Phase I or Phase II environmental study to be conducted on the Property by a qualified engineer. If the Phase I or Phase II environmental study conducted on the Property by a qualified engineer indicates the presence of “environmental contamination,” as defined below, from a source other than the Preexisting Environmental Conditions as described in subsection (3) of this paragraph, or if the Phase I or Phase II environmental study indicates the presence of Preexisting Environmental Conditions as described in subsection (3) of this paragraph at levels that are unacceptable to the Buyer, the Buyer shall have the option to terminate this Contract within said 180-day period, the Deposit shall be returned to Buyer and this Contract shall be null and void except for any provision which expressly survives the termination of this Contract.

“ENVIRONMENTAL CONTAMINATION” is defined as follows: The presence in soils, groundwater or surface water on the Property of any contaminant, as that term is defined in Chapter 62-780,200(10), Florida Administrative Code (“F.A.C.”), at a concentration in excess of the contaminant cleanup target levels established in Chapter 62-777, F.A.C., or the presence of Hazardous Substances, as defined below, on or under the Real Property or the groundwater underneath the Real Property.

(2) The City/Seller is unwilling to assume responsibility for contracting directly for a Phase I or Phase II environmental study of the Property, as the Buyer is more capable of determining what scope of work will be necessary to meet its needs. The Buyer shall confer with the Alachua County Environmental Protection Department as to the required scope of work of any Phase I or Phase II environmental study. The Phase I or Phase II environmental study shall be undertaken by the Buyer on its own initiative and shall be done at the Buyer’s own expense.

(3) Seller’s Representations

- a. Contamination assessment activities have been performed at the Gainesville Job Corps Center, 5301 NE 40th Terrace, Gainesville, Florida (“Job Corps Site”), located north of the Property. The results of contamination assessment activities performed to date are contained in the following reports: Contamination Assessment Report, Gainesville Job Corps Center, dated March 29, 1994, prepared by GeoSolutions, Inc.; Preliminary Contamination Assessment Report for Gainesville Job Corps Center Former Filter Basins, dated 1996, prepared by Environmental Science and Engineering, Inc.; Contamination Assessment Report for Gainesville Job Corps Center Former Filter Basins, dated 1998, prepared by QST Environmental Inc. (“QST”); Draft Contamination Assessment Report Addendum for the Former Filter Basins, Gainesville Job Corps Center, dated 1999, prepared by QST; and Draft Final Contamination Assessment Report Addendum for the Former Filter Basins, Gainesville Job Corps Center, dated April 2001, prepared by Dynamic Technology Systems, Inc. In addition, three (3) monitor wells have been installed on the Property, designated TMW-05, MW-17H and MW-17D. The results of groundwater samples collected from two (2) of these monitor wells (MW-17H and MW-17D) in December 2006, by the Florida Department of Environmental Protection (“FDEP Sampling Event”), are available in a file maintained by the City of Gainesville Economic Development Department. In addition, the results of groundwater

samples collected from three (3) monitor wells (designated Lot 6 TMW3, Lot 6 TMW4 and Lot 6 TMWS) on the Property prior to March 1, 1997, are included in the following report: ENVIRONMENTAL SUMMARY FOR THE CITY OF GAINESVILLE AIRPORT INDUSTRIAL PARK, prepared by Jones, Edmunds & Associates, Inc, 730 NE Waldo Road, Gainesville, FL 32641. All of the reports and data referenced above are hereafter referred to as "Environmental Reports".

- b. The Environmental Reports describe soil or groundwater impacts ("Preexisting Environmental Conditions") that may be present on the Property as a result of the release of Hazardous Substances on the Job Corps Site or the migration of Hazardous Substances from the Job Corps Site. As used herein, "Hazardous Substances" means any contaminants, pollutants, hazardous or toxic substances as those terms may be defined in any federal, state or local law, rule, regulation or ordinance, including asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof).
- c. Upon request, Seller shall provide Buyer with copies of the Environmental Reports.
- d. Seller makes no representation or warranty as to the accuracy of any of the information provided in the Environmental Reports.

(4) Buyer's Representations

- a. Buyer shall, upon request by Seller at any time following the Closing, execute a Declaration of Restrictive Covenants for the Property, to be recorded in the Public Records of Alachua County, Florida, that prohibits: (a) the use of groundwater on the Property for any purpose (b) drilling for water conducted on the Property; and (c) installation of any wells on the Property, all without the express written consent of the Florida Department of Environmental Protection. The Declaration of Restrictive Covenants shall run with the land and shall be binding upon any person or entity acquiring title to the Property following the Closing.
- b. Buyer shall not engage in any activity on the Property that has the effect of exacerbating the Preexisting Environmental Conditions,

(5) Environmental Indemnity

- a. Seller assumes all liability for, and releases and agrees to indemnify, defend, and hold harmless Buyer, Buyer's tenant(s), and Buyer's and Buyer's tenant's employees, agents, contractors (the "Indemnified Parties"), from and against, and compensate and reimburse the Indemnified Parties for, any and all losses, liabilities, claims, demands, damages, penalties, forfeitures, suits, costs, expenses, cleanup and remediation costs, and all other obligations which the Indemnified Parties may hereafter incur, become responsible for or pay out in connection with the Preexisting Environmental Conditions solely by virtue of Buyer's status as owner of the Property, or Buyer's tenant(s) status as a tenant or occupant of the Property, or the employees, agents, or contractors of Buyer or Buyer's tenant(s) as employees of Buyer or Buyer's tenant(s), as applicable ("Claim"); provided, however, Seller shall have no obligation to indemnify or hold harmless the Indemnified Parties against any Claim related to or arising out of environmental impacts on the Property as a result of sources other than the Preexisting Environmental Conditions, or to the extent caused by or resulting from the negligence or willful misconduct of Buyer, or its agents, employees, or invitees, or to the extent that action of Buyer, its agents, employees, or invitees have exacerbated Preexisting Environmental Conditions.

- b. Buyer shall notify Seller of any Claim within ten (10) business days after Buyer receives actual notice thereof. Buyer shall cooperate with Seller in any reasonable manner that Seller shall request in the defense of any Claim.
- c. Seller shall have the right to assume and take over the defense of any Claim and engage attorneys to represent Seller and Buyer with counsel reasonably acceptable to Buyer; provided, however, if Buyer desires separate counsel, Buyer may engage such counsel at its own cost and expense and Seller shall cause Seller's counsel to cooperate with Buyer's counsel in its defense of any Claim.
- d. The environmental indemnity provided for in this Contract shall not be enforceable by Buyer in the event that Seller has requested Buyer execute and record the Declaration of Restrictive Covenants provided in Buyer's Representations above and Buyer has failed to so execute and record the Declaration of Restrictive Covenants.
- e. Seller waives the protection of, and any limitation of the liability of Seller arising from, the sovereign immunity of Seller under the Constitution, laws, and statutes of the State of Florida, including but not limited to Chapter 768, Florida Statutes.
- f. The foregoing agreement of Seller to indemnify, defend and hold harmless shall inure to the benefit of Buyer, Buyer's tenant(s), the successors and assigns of Buyer and Buyer's tenant(s), and their respective employees, agents, and contractors, including without limitation any future owner of the Property and any future tenant of the Property. The provisions of this subsection A.(5)f. shall survive the Closing.