

CONTRACT TO PURCHASE REAL PROPERTY

THIS CONTRACT TO PURCHASE REAL PROPERTY (this “**Contract**”) is made and entered into by and between **Davis Monk & Company**, a Florida general partnership with its principal address of 4010 NW 25th Place, Gainesville, Florida 32606 (“**Seller**”), and the **Children’s Trust of Alachua County**, an independent taxing district of the State of Florida, by and through its governing body, whose address is 802 NW 5th Ave, Ste 100, Gainesville, FL 32601 (“**CTAC**”). Collectively, the **Seller** and the **CTAC** shall be referred to herein as the “**Parties.**”

WITNESSETH:

WHEREAS, Seller owns that certain real property bearing Alachua County Parcel Identification No. 06107-005-000 that is more particularly described in **Exhibit “A”** attached hereto (the “**Property**”); and

WHEREAS, CTAC desires to purchase the Property from the Seller, contingent upon the provisions provided herein; and

WHEREAS, the Seller desires to sell the Property to the CTAC 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; RECITALS.** This Contract shall become effective as of the day and year upon which Seller and the CTAC have all executed this Contract as set forth on the signature page hereof (the “**Effective Date**”). The above-referenced recitals are true and correct and the same are hereby incorporated into this Contract for all purposes.

2. **DEFINITIONS.** The capitalized terms below shall have the following meanings herein:

***Closing* shall mean the date of the closing of this transaction for the Property.**

Escrow Agent* and *Closing Agent shall mean David Menet, of Salter Feiber, Attorneys at Law located at 3940 NW 16th Blvd, Bldg. B. Gainesville, FL 32605, email: davidm@salterlaw.net. It will not be necessary for the Escrow Agent to execute this

Contract or any amendments to this Contract. By delivery to and acceptance by the Escrow Agent of a fully executed copy of this Contract along with the Deposit, the Escrow Agent agrees to be bound by the terms and provisions of this Contract specifically relating to the Deposit. However, no amendments to this Contract will adversely affect or impair the rights or duties, or increase the liability of, the Escrow Agent hereunder without the Escrow Agent's prior written approval.

Title Commitment shall mean the written commitment of a Florida-licensed title insurance company to insure and provide title insurance policies to the CTAC. The Escrow Agent shall ensure the CTAC is the named insured for the Property. The Escrow Agent will obtain the necessary title assurances and policy.

Surveyed Acres shall mean the total number of acres of the Property excluding: (1) public rights of way; (2) railroad rights of way; (3) cemeteries; (4) lands under control or possession of anyone other than the Seller; and/or (5) lands below the ordinary high water line or mean high water line of any river, lake or stream, if any.

Survey shall mean an ATLA survey of the Property made by a Florida licensed surveyor who the CTAC shall select from its list of approved surveyors. In addition to the ATLA survey requirements, the surveyor shall: (1) certify the Survey to the CTAC, the Seller, the Closing Agent, and the Florida licensed title insurance company issuing the Title Commitment; (2) meet the requirements of Chapter 472, Florida Statutes; (3) provide a "metes and bounds" legal description of the Property; and (4) list the exact number of Surveyed Acres to the hundredth decimal place or as reasonably practical.

Environmental Reports shall mean any and all environmental site assessments, audits, reports, and/or correspondence relating to any potential environmental matters on any portion of the Property.

3. PURCHASE OF PROPERTY.

a. The Property. Seller represents and warrants to the CTAC that it holds fee simple title to that certain real property located at 4010 NW 25th Place, Gainesville, Alachua County, Florida, bearing Alachua County Property Appraiser's parcel ID#: 06107-005-000, more particularly described in **Exhibit "A"** attached hereto and expressly made a part of this Contract; together with all buildings and improvements thereon, and

including all fixtures and articles of personal property attached to or appurtenant to or used in connection with the Property, together with all rights, benefits, privileges, easements, hereditaments, rights-of-way and other appurtenances thereon or in any way appertaining thereto, including all mineral rights, development rights, air and water rights, riparian and littoral rights, permits, licenses or approvals associated with the real property (collectively, hereinafter referred to as the “**Property**”).

b. Intangible Personal Property. To the extent assignable without cost to Seller, all intangible personal property, if any, owned by Seller and related to the Property, shall be assigned by Seller to the CTAC at Closing, including, without limitation: all warranties to which the Seller may have rights applicable to the Property or any portion thereof provided by any manufacturers, designers, and contractors providing materials or performing work on, for, or of the Property, or any portion thereof; and plans and specifications and other architectural and engineering drawings; surveys, engineering reports and other technical information relating to the Property; and any governmental permits, approvals, and licenses (including pending applications, if any)(collectively, the “**Intangible Personal Property**”). As used in this Contract, the Property, and the Intangible Personal Property together shall be referred to herein collectively as the “**Property**”.

4. **PURCHASE PRICE; DISBURSEMENT.** Seller agrees to sell and the CTAC agrees to purchase the Property for the sum of One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00); subject to adjustments, credits, and prorations as set forth herein (the “**Purchase Price**”).

a. Within 5 business days of the Effective Date of this Contract, CTC will make a deposit with the Escrow Agent the sum of \$50,000, as good faith deposit for the Property (the “**Deposit**”). Upon the expiration of the Inspection Period (as defined below), the Deposit shall be (i) deemed non-refundable except in the event of an uncured Seller default of failure of a condition precedent to Closing, and (ii) applicable to and credited against the Purchase Price at the Closing, or paid to Seller as liquidated damages as hereinafter provided, all as more fully set forth within this Contract.

b. The balance of the Purchase Price, less any fee, and the Deposit by CTAC prior to closing shall be paid by CTAC at Closing.

5. **DOCUMENTS AND INFORMATION SELLER SHALL PROVIDE.** The Seller shall furnish to the CTAC, within five (5) business days of the Effective Date of this

Contract, the following documents and information relating to the Property, to the extent such items are in the possession or control of Seller:

a. Copies of all title insurance policies, commitments, abstracts, opinions, searches and/or reports for any portion of the Property.

b. Copies of all Environmental Reports.

c. Copies of all surveys of any portion of the Property.

d. Copies of all engineering reports 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 reasonably affect the title to the Property or the Seller's ability to convey fee simple title to the Property.

f. A completed Beneficial Interest and Disclosure Affidavit for the Seller 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.

g. The Seller's social security or Federal Tax ID number.

h. The above-requested documents in (a)-(d) above are collectively, the "**Seller Inspection Materials**". Notwithstanding the foregoing, the term "Seller Inspection Materials" shall not include any materials that are subject to attorney-client privilege or that constitute attorney work product. During the term of this Contract, to the extent Seller comes into possession of any new Seller Inspection Materials or any Seller Inspection Materials not previously provided to the CTAC, Seller shall promptly notify the CTAC of the same and deliver such Seller Inspection Materials to the CTAC. The CTAC shall be permitted, at the CTAC's cost, to make copies of the Seller Inspection Materials, to the extent Seller is unable to transmit to the CTAC electronic copies of any of the Seller Inspection Materials. The CTAC further acknowledges and agrees that the Seller Inspection Materials will be provided to the CTAC for informational purposes only and that the CTAC shall not be entitled to rely thereon, but shall conduct its own independent inquiry and investigation with respect to the same. Except as otherwise provided in this



Seller's Initials

CTAC's Initials

Contract, neither Seller nor any person representing or acting on behalf of Seller, including without limitation any of Seller's agents or consultants, has made or shall make any representation or warranty, express or implied, written or oral, as to the reliability, accuracy or completeness of any of the Seller Inspection Materials, and none of Seller or any of its employees or agents has or shall have any liability relating to the Seller Inspection Materials or for any errors therein or omissions therefrom; provided, however, notwithstanding the same Seller hereby represents that Seller has no actual knowledge (without any obligation of investigation or inspection) that any of the Seller Inspection Materials provided or to be provided by Seller to the CTAC are inaccurate, misleading, or incomplete. If this purchase and sale transaction does not close for any reason, then the CTAC shall return to Seller all Seller Inspection Materials in the CTAC's possession.

6. **DUE DILIGENCE INSPECTIONS.** The CTAC's due diligence period starts on the Effective Date of this Contract and shall continue for a period of thirty (30) calendar days (the "**Inspection Period**"). During the Inspection Period, the CTAC may conduct any surveys, surface and subsurface explorations, soil tests, engineering studies, environmental site assessments (provided, however, that absent prior written consent of Seller, CTAC's environmental and soil assessment of the Property shall be limited to a Phase I environmental assessment), and any other tests and investigations of the Property which the CTAC may elect to make to determine whether the Property is suitable, in the CTAC's sole and reasonable discretion, for the CTAC's intended use and development of the Property as a public facility, including administrative offices for CTAC staff; provided, however, that such Inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants. The CTAC may conduct any inspections during the Inspection Period which the CTAC deems necessary to determine to the CTAC's satisfaction the Property's engineering, architectural, environmental properties, including but not limited to building's structural systems, mechanical systems, building envelope, and interior building components; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; compliance with all applicable building codes; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that the CTAC deems appropriate to determine the suitability of the Property for the CTAC's intended use and development ("**Inspections**"); provided, however, that such Inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants.

The CTAC will deliver written notice to Seller prior to the expiration of the Inspection Period of the CTAC's determination of whether or not the Property is suitable in the CTAC's sole and reasonable discretion. The CTAC's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to the CTAC, its employees, agents, contractors and assigns, the right to enter the Property at any time during the Inspection Period for the purpose of conducting Inspections; provided, however, that the CTAC, its employees, agents, contractors and assigns enter the Property and conduct Inspections at their own risk; and provided further that such Inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants. Subject to the limitations contained in paragraph 38, the CTAC shall indemnify, defend and hold Seller harmless from and against any losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by the CTAC and this indemnity shall survive the Closing or termination of this Contract. The CTAC will not engage in any activity that could result in a mechanic's lien being filed against the Property without the Seller's prior written consent. In the event this transaction does not close, (a) the CTAC will repair all damage to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (b) the CTAC will, at the CTAC's expense, promptly transmit to the Seller all reports and other work generated as a result of the Inspections.

If the CTAC determines, in its sole discretion, that the Property is not acceptable to the CTAC, it may terminate this contract by delivering written notice to Seller before the expiration of the Inspection Period of such election. In that event the Parties agree that this Contract shall terminate automatically, the \$50,000 deposit of CTAC shall be returned and other than the costs associated with the inspections addressed in this paragraph, the Parties shall have no further duties or obligations hereunder.

7. **EVIDENCE OF TITLE AND TITLE INSURANCE.** Within twenty (20) days after the Effective Date, the CTAC, at its sole cost and expense, shall obtain the Title Commitment for an ALTA Owner's Title Insurance Policy insuring the marketable record title of the Property from a recognized national title insurance company of CTAC's choice doing business in the Alachua County area. The Title Commitment shall describe the Property, shall be dated later than the Effective Date of this Contract, shall be in the full amount of the Purchase Price, shall have attached legible copies of all instruments referred to therein, and shall otherwise disclose the title to the Property to be good, marketable, and

insurable, subject only to the exceptions set forth in **Exhibit “C”** attached hereto (“**Permitted Exceptions**”).

CTAC acknowledges that there is currently a month-to-month Tenant (known as Carr, Riggs & Ingram CPAs and Advisors), occupying the Property. The Seller has assured CTAC that this Tenant intends to vacate the Property by October 31, 2023; however, the Parties agree that the Closing will not be contingent upon this Tenant vacating the Property.

8. **SURVEY.** The CTAC may have the Property surveyed during the Inspection Period. If the Survey shows that (a) any encroachments on the Property, or that improvements, if any, on the Property encroach on other lands; (b) the Property is not contiguous to a publicly dedicated right of way; or (c) any other facts that affect the marketability of the title to the Property, then any such facts or matters so shown will constitute a Title Objection (defined below) for purposes of Paragraph 9 herein.

9. **TITLE REVIEW.**

a. The CTAC shall have until expiration of the Inspection Period (the “**Title and Survey Review Period**”) to examine the Survey and Title Commitment and any supporting title documents, and, if the Survey, Title Commitment, or supporting title documents, reveal any encroachments, overlaps, easements, restrictions, covenants, conditions, other title defects or other matters objectionable to the CTAC (hereinafter referred to as the “**Title Objections**”), to furnish Seller with a written statement of the CTAC’s Title Objections (“**The CTAC’s Title Objection Notice**”). Any matters identified in the Title Commitment or the Survey and not objected to by the CTAC as set forth above shall be deemed to be approved by the CTAC, provided, however, the CTAC’s failure to provide notice of any Mandatory Cure Items (defined below) shall not be deemed a waiver, the CTAC shall be deemed to have automatically objected to all Mandatory Cure Items, and the CTAC shall not be required to take title subject to any Mandatory Cure Items. In all events Seller shall be required to cure all Mandatory Cure Items. As used herein, the term “**Mandatory Cure Item**” or “**Mandatory Cure Items**” means (i) any mortgage, deed to secure debt, deed of trust or similar security instrument encumbering all or any part of the Property, (ii) any mechanic’s, materialman’s or similar lien (except to the extent resulting from any act or omission of the CTAC or any of its agents, contractors, representatives or employees), (iii) any judgment of record against Seller in the CTAC or other applicable jurisdiction in which the Property is located; (iv) all other liens or encumbrances evidencing monetary obligations of Seller; (v) all matters affecting title which are the result of Seller’s voluntary acts occurring after the Effective Date of this

Contract, to the extent not consented to by the CTAC in writing; and (vii) any other matters that Seller has agreed to cure or satisfy or is otherwise required to cure or satisfy pursuant to the terms of this Contract.

b. If the CTAC furnishes the CTAC's Title Objection Notice within the permitted time, then Seller shall have until seven (7) days after Seller's receipt of the CTAC's Title Objection Notice (the "**Seller Title Response Period**") in which to indicate to the CTAC which of the Title Objections raised by the CTAC that Seller will cure and those which Seller declines to cure, and if Seller does not respond in writing to the CTAC's Title Objection Notice within the Seller Title Response Period, then Seller shall be deemed to have declined to cure all Title Objections set forth in the CTAC's Title Objection Notice.

c. If Seller declines to cure any of the Title Objections set forth in the CTAC's Title Objection Notice (excluding Mandatory Cure Items, which Seller shall be required to cure in all events), then the CTAC may then do one of the following as the CTAC's sole remedy: (i) accept such Title Objections set forth in the CTAC's Title Objection Notice that Seller has declined to cure in writing (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) as a Permitted Exception, and require Seller to deliver the title to the Property at the Closing subject to such uncured Title Objections (but subject to Seller curing all Mandatory Cure Items and any Title Objections set forth in the CTAC's Title Objection Notice that Seller has agreed to cure), with no reduction in the Purchase Price due to the same; or (ii) terminate this Contract, whereupon this Contract shall be automatically terminated, and all Parties released from further obligation hereunder except for any provision herein which expressly survives termination of this Contract. The CTAC's decision either to accept the Title Objections set forth in the CTAC's Title Objection Notice that Seller has declined to cure in writing as a Permitted Exception or to terminate this Contract shall be made by written notice thereof from the CTAC to Seller within the later of (A) three (3) business days after the CTAC receives written notice from Seller that Seller is declining to cure any of the Title Objections set forth in the CTAC's Title Objection Notice (or three (3) business days after the Seller Title Response Period if Seller fails to respond), or (B) the expiration of the Inspection Period. If the CTAC has not provided Seller with written notice of termination within the period set forth herein, any uncured Title Objections that Seller has declined to cure in writing (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) shall become part of the Permitted Exceptions, and any such objection with respect to the same shall be deemed to have been waived and the CTAC shall be deemed to have elected option (i) above.

d. If Seller timely elects in writing to cure any of the Title Objections, or if Seller is deemed to have agreed to cure all or any of the Title Objections set forth in the CTAC's Title Objection Notice, then Seller shall have until the Closing Date to cure the applicable Title Objections ("**Seller's Title Cure Period**"), and the Closing Date shall be extended for a period of time, not to exceed sixty (60) calendar days, reasonably necessary to accommodate Seller's efforts to cure such applicable Title Objections. In all events, Seller shall cure all Mandatory Cure Items, and Seller shall use good faith and due diligence to cure the Title Objections it agrees to cure. If any such Title Objections, other than those that will be cured or satisfied at Closing, remain uncured by Seller at the end of Seller's Title Cure Period, then Seller shall give the CTAC written notice of Seller's failure to cure all the Title Objections and describe with specificity in that notice the Title Objections which remain uncured. The CTAC may then do one of the following: (i) accept the uncured Title Objections (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) as Permitted Exceptions, and require Seller to deliver the title to the Property at the Closing subject to such uncured Title Objections with no reduction in the Purchase Price in connection with the same; or (ii) terminate this Contract, whereupon this Contract shall be automatically terminated, the Deposit returned to the CTAC and all Parties released from further obligation hereunder except for any provision herein which expressly survives termination of this Contract and any rights and remedies of the CTAC with respect to Seller defaults as set forth in this Contract. The CTAC's decision either to accept the uncured Title Objections or to terminate this Contract shall be made by written notice thereof from the CTAC to Seller within the later of (A) three (3) business days after the CTAC receives written notice from Seller of the uncured Title Objections, or (B) the Closing Date, and the Closing Date shall be extended to accommodate the CTAC's three (3) day response period described in Subparagraph (C) above, as applicable. If the CTAC has not provided Seller with written notice of termination within the period set forth herein, any uncured Title Objections (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) shall be deemed to be acceptable to the CTAC and shall become part of the Permitted Exceptions, and any objection shall be deemed to have been waived and the CTAC shall be deemed to have elected option (i) above. Notwithstanding anything to the contrary set forth herein, if Seller fails to cure all Mandatory Cure Items and other Title Objections which are the result of Seller's voluntary acts occurring after the Effective Date of this Contract, Seller shall be in default hereunder and the CTAC shall have all rights and remedies available to the CTAC hereunder.

e. If, following the expiration of the Title and Survey Review Period, any new matters appear on any update to the Title Commitment or any update to the Survey that affects the Property, then the provisions of this Paragraph 9 shall apply thereto except the

time period in which the CTAC may object shall expire five (5) days after the CTAC receives said update, and the Seller Title Response Period for the same shall expire three (3) business days thereafter. In addition, if any time periods provided for in this Paragraph 9(e) extend beyond the Closing Date, then the Closing Date shall be extended until a date which is five (5) business days after the last applicable date. Except as may otherwise be expressly permitted under this Contract, Seller shall not permit any new encumbrances on the Property after the Effective Date without the CTAC's prior written consent.

10. **ENVIRONMENTAL SITE ASSESSMENT.** The CTAC's obligation to purchase the Property is contingent on the CTAC being able to obtain an environmental site assessment of the Property during the Inspection Period, which the CTAC determines, in its sole discretion, to be satisfactory for its intended use and development of the Property. If the results of the environmental site assessment or any Environmental Reports furnished to the CTAC by a third-party consultant or the Seller reveal that any portion of the Property is contaminated or 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 CTAC shall provide written notice to the Seller of the Environmental Defects prior to the expiration of the Inspection Period. Should the CTAC provide such notice, the Seller shall have 20 days after the date of said notice to elect, in Seller's sole discretion, whether to correct or remove the Environmental Defects. In the event that Seller elects to correct or remove the Environmental Defects within such 20-day period by written notice to CTAC, then the Closing Date shall be extended 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 that Seller elects to correct or remove within the 70 day time period, or if Seller elects not to correct or remove any Environmental Defects, the CTAC 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 CTAC Manager without further approval by the Board, whereupon all Parties shall be relieved of all further obligations under this Contract.

11. **CASUALTY LOSS.** In the event any portion of the improvements located on 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 Thousand and No/100 Dollars (\$100,000.00) in value, then the CTAC, as determined by the CTAC Executive Director, may either: (a) accept such loss and close this transaction according to the terms of this

Contract; or (b) terminate this Contract by written notice to the Seller, whereupon all Parties shall be relieved of all further obligations under this Contract. Seller represents that it has standard casualty and property damage insurance coverage sufficient to cover foreseeable damage to the property in the amount set forth above. Provided, however, if the CTAC 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 CTAC, Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the CTAC.

12. **INSPECTIONS.** The CTAC may perform visual inspections of the Property at any time prior to Closing; provided, however, that such visual inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants.

13. **CLOSING DATE; APPROVALS.** This transaction shall be closed at a date and time mutually agreed upon by the Parties no later than thirty (30) days after the expiration of the Inspection Period (the “Closing Date”), as may be extended as provided herein, at or through the offices of the Escrow Agent, unless otherwise provided for herein or agreed to by the Parties in writing. The Executive Director of CTAC has the authority to agree, on behalf of the CTAC, to terminate this Contract, or to extend the Inspection Period, Cure Period, or the Closing Date, without further approval by the CTAC Board.

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

SELLER:

- Documentary stamp tax on the deed of conveyance;
- Preparation of all closing documents necessary to cure title defects; which are not Permitted Exceptions (if any);
- Past due taxes (if any);
- Seller’s attorney’s fees; and
- Seller’s brokerage fees (if any)

CTAC:

- Environmental site assessment costs;
- Survey;
- Owners Title Insurance Policy for the CTAC (including all related search and abstract fees);
- Closing Agent fees (including the preparation of all closing

- documents, except those that are necessary to cure title defects and are thus Seller's responsibility);
- Recording costs; and
- CTAC'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 relating to the period of time that Seller owned the Property, and to discharge the lien of such ad valorem taxes and assessments relating to the period of time that Seller owned the Property. The Seller may take advantage of all legal procedures for discharging such lien by paying an estimated, prorated amount into escrow with the applicable tax collector(s) as provided by Section 196.295, Florida Statutes, Rule 12D-13.016, Florida Administrative Code and other applicable provisions of law. Seller shall not be responsible for any taxes or assessments incurred after closing. CTAC as a governmental entity is immune from taxation for property it owns.

b. For all years prior to the year of closing, the Seller shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the Property, to discharge any and all liens of such ad valorem taxes and assessments.

16. ASSESSMENTS AND FEES. The Seller shall fully pay the following at or prior to closing, to the extent relating to the period of time that Seller owned the Property: 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: The CTAC's Executive Director is hereby delegated the authority to execute all closing documents on behalf of the CTAC that are necessary to close this transaction, including but not limited to the HUD-1 Settlement Statement. 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 CTAC has actual knowledge or has 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 reasonably acceptable to the Closing Agent, the title insurance company, and the CTAC, sufficient to remove standard printed exceptions to title in the Owner's Title Insurance Policy regarding (i) rights or claims of Parties in possession; and (ii) mechanic's liens.

c. An affidavit affirming the Seller's representations and warranties listed in Paragraph 23.

d. IRS 1099 Form, if required.

e. Incumbency Certificate, Resolution and Affidavit, in a 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. As may be required by the Title Commitment, Seller shall deliver (i) documents, instruments, or other writings executed, drafted, or issued by the City wherein the City does or otherwise confirms it release(s), quit claim(s), renounce(s), or quiet(s) any and all right, title, or interest in the Property; or (ii) such other documentation as may be reasonably needed by the Closing Agent or title insurance company to issue the Owner's Title Insurance Policy without exception for any and all right, title, or interest of the City in and to the Property.

i. 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 CTAC by special warranty deed, free and clear of all liens and encumbrances except for the Permitted Exceptions and those matters expressly allowed for herein or otherwise agreed to by the Parties in writing. The CTAC Board authorizes the Executive Director of CTAC to accept liens and encumbrances related to the Property without requiring further approval of the CTAC 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 CTAC as to form. Exclusive possession of the Property shall pass to the CTAC 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, the Seller will not, without prior written consent from the CTAC, (i) execute or enter into any lease, contract, option, easement, license, mortgage, financing statement, security agreement, or similar document concerning or affecting the Property, or (ii) materially alter the Property; provided, however, that Seller shall be permitted to engage in routine cleaning, maintenance and repair activities without the necessity of obtaining any consent from CTAC.

21. **GENERAL CONDITIONS TO OBLIGATIONS OF THE CTAC.** The obligations of the CTAC are, at the option of the CTAC, 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. **GENERAL CONDITIONS TO OBLIGATIONS OF THE SELLER.** The obligations of the Seller are, at the option of the Seller, contingent upon these conditions:

a. The representations and warranties made by CTAC 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 CTAC on or before the Closing Date shall have been duly complied with or performed.

23. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER.

The Seller hereby represents, warrants, and covenants to and with the CTAC as follows:

a. To the best of Seller's knowledge and belief, 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.

b. From and after the Effective Date, 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 CTAC.

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 it 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. To the best of Seller's knowledge and belief, except for the liens, encumbrances, or charges against the Property specifically disclosed in this Contract, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or

 Seller's Initials
____ CTAC's Initials

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 CTAC; provided, however, that Seller shall be permitted to engage in routine cleaning, maintenance and repair activities without the necessity of obtaining any consent of CTAC.

g. Other than Carr, Riggs & Ingram CPAs and Advisors, there are no leases of the Property, or any portion thereof.

h. To the best of Seller's actual information and belief, during its ownership the Property has never been used for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials, and no such toxic or hazardous waste or materials are present on, in, or under the Property. As used herein "hazardous or toxic wastes or materials" shall mean and refer to any substance or matter giving rise to liability or regulations under any federal, state, or local law, statute, regulation, rule or ordinance.

i. To the best of the Seller's actual information and belief, no party or person 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 has no actual knowledge of any previous violations of applicable environmental laws, rules and regulations regarding the Property.

l. The Seller has not received notice from any government agency that the Property violates any federal, state or local laws, ordinances, codes, rules, orders or regulations or that any remedial action is required on the Property.

m. The Seller has no actual knowledge that there are any endangered species (as defined by state or federal law) on the Property.

n. 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.

o. Upon closing, sole and exclusive possession of the Property shall transfer to the CTAC and Seller shall turn over the Property in broom clean condition, free of junk, rubbish, trash and debris.

p. To the best of Seller’s knowledge and belief, 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, CTAC or municipal department, commission, board, bureau, or agency or other government instrumentality.

q. No person, firm or other legal entity other than the CTAC has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

r. The execution and delivery of this Contract and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute, to the best of Seller’s knowledge and belief, a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

s. Except as stated in Paragraph 5 above, no representation, warranty or covenant in this Contract, nor any document, certificate or exhibit given or delivered to CTAC 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.

t. 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.

Except as otherwise expressly provided in this Contract, CTAC hereby expressly acknowledges and agrees that Seller makes no representations or warranties of any kind pertaining to any of the Property to be conveyed by Seller to CTAC, whether express or

implied, including without limitation warranties or representations as to matters of title, use, zoning, tax consequences, physical or environmental conditions, operating history or projections, valuation, governmental approvals, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose, the manner or quality of the construction or materials of the Property, the manner, quality, state of repair or lack of repair of the Property, and the completeness or accuracy of any information or materials provided to CTAC. In the event of Closing, the Property is being sold and accepted by CTAC in “AS IS”, “WHERE IS” condition, and “WITH ALL FAULTS” except as expressly set forth in this Contract or in documents to be delivered at Closing pursuant to the terms of this Contract. Except for the warranties and representations expressly made by Seller in this Contract or in documents to be delivered at Closing pursuant to this Contract, Seller expressly disclaims any and all warranties, express or implied, relating in any way to the nature, quality, condition, use, operation or history of the Property, improvements and personal property to be conveyed by Seller to CTAC. CTAC is relying on its own investigation of the Property, and CTAC expressly represents that it has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any agent of Seller except as may be specifically set forth in this Contract.

24. **REPRESENTATIONS AND WARRANTIES OF THE CTAC.** CTAC hereby represents and warrants to Seller as follows:

a. The person executing this Contract on behalf of CTAC is fully and duly authorized to do so by CTAC, and any and all actions required to make this Contract and the performance thereof legally binding obligations of CTAC, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for CTAC to enter into or perform this transaction.

b. 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 CTAC of any provision of any agreement or other instrument to which CTAC is a party or to which CTAC may be subject although not a party, nor result in or constitute, to the best of CTAC’s knowledge and belief, a violation or breach of any judgment, order, writ, injunction or decree issued against CTAC.

c. No representation, warranty or covenant in this Contract, nor any document, certificate or exhibits given or delivered to Seller pursuant to this Contract, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact necessary to make the statement contained therein true in light of the circumstances under which they were made.

25. **CONTINUING REPRESENTATION AND WARRANTIES.** The representations and warranties of the Parties contained herein shall be continuing up to and including the Closing Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing, and shall survive the closing of this transaction and remain in effect and enforceable by the Parties for a period of one (1) year after the Closing Date.

26. **EMINENT DOMAIN.** The Seller has no knowledge of any threatened or pending eminent domain proceedings affecting the Property. In the event eminent domain proceedings are pending (without Seller's knowledge) or instituted after the Effective Date, to acquire all or any part of Property, the Parties agree that:

a. The Seller shall, upon discovery, immediately notify the CTAC of such threatened or pending eminent domain proceedings and provide to the CTAC copies of all written correspondences, pleadings or other papers concerning the eminent domain proceeding as the Seller receives them.

b. The CTAC may either: (i) terminate this Contract by written notice to the Seller, whereupon the Parties shall be relieved of all further obligations under this Contract; or (ii) the CTAC may elect to keep this Contract in full force and effect and assume sole control and direction (including settlement authority) of the eminent domain proceedings. In the event of Closing pursuant to this Contract, the CTAC 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 reasonably necessary to accomplish the same.

27. **REAL ESTATE COMMISSIONS.** Seller and CTAC hereby acknowledge that Perry G. McDonald of Bosshardt Realty Services LLC and Daniel Drotos of Colliers International of Gainesville are the sole brokers either party has dealt with in regards to this transaction and, if CTAC acquires the Property pursuant to this Contract, that said brokers will be compensated by Seller pursuant to a separate listing agreement. Except with respect to the above-identified brokers, Seller and CTAC shall indemnify and hold harmless the other from and against any claim for any real estate sales commission, finder's fee, consulting fee, or other compensation in connection with the sale contemplated hereby and arising out of any act or agreement of such party. The indemnity obligations set forth above in this section shall survive both the Closing of the sale contemplated hereby and any termination of this Contract.

28. **AUTHORITY.** Each party hereby represents and warrants to the other party, which representations and warranties shall be true and shall be deemed to be restated at the closing:

a. Each party has full authority to bind itself to the obligations stated herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

b. The execution and delivery of this Contract and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

29. **DEFAULT.**

a. Unless otherwise specified in this Contract, in the event any condition of this Contract is not met by Seller, CTAC has timely given any required notice regarding the condition having not been met by Seller, and the sale contemplated hereby does not close, then the Deposit will be returned in accordance with applicable Florida Laws and regulations.

b. In the event Seller breaches its covenant to convey the Property to the CTAC or otherwise fails to perform its material obligations under this Contract, CTAC may provide Seller with written notice of the same and Seller shall thereafter have five (5) business days in which to cure the same. If Seller is unable or unwilling to cure the alleged default and the purchase and sale hereunder is not closed by reason thereof, CTAC shall have the right to (i) seek specific performance of this Contract, or (ii) terminate this Contract by providing written notice of such termination to Seller, whereupon the Deposit shall be returned to CTAC, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except as expressly set forth herein. To the extent any alleged default involves a default of any of Seller's material representations, covenants or obligations hereunder, then, in the event of termination of this Contract by CTAC pursuant to this Section 29(b), in addition to the return of the Deposit to CTAC, Seller shall, within ten (10) business days thereafter, pay to CTAC, as liquidated damages and not as a penalty, an amount equal to all third party out-of-pocket costs and expenses incurred by CTAC in connection with the transaction

contemplated by this Contract in an aggregate amount not to exceed Fifteen Thousand and 00/100 Dollars (\$15,000.00).

c. In the event any material representation, covenant or obligation of CTAC hereunder should at any time prior to Closing become untrue or unsatisfied, Seller may provide CTAC with written notice of the same and CTAC shall thereafter have five (5) business days in which to cure the same (provided, however, that no such notice and cure period shall be required if the event of default is CTAC's failure to timely close). If CTAC is unable or unwilling to cure the alleged default and the purchase and sale hereunder is not closed by reason thereof, then the Deposit shall be paid to Seller as full liquidated damages for such default by CTAC. It is specifically understood and agreed that payment of the Deposit to Seller, as liquidated damages, is Seller's sole and exclusive remedy hereunder, and Seller is hereby specifically waiving and relinquishing any and all other remedies at law or in equity. The Parties acknowledge that the actual amount of the damages which Seller would sustain as a result of CTAC's breach of this Contract are difficult or impossible to estimate, that the Deposit represents the Parties' best estimate of Seller's damages in the event of such breach, that said stipulated sum is a reasonable pre-estimate of the probable loss resulting from such a breach, and that payment of the Deposit to Seller is not to be construed as a penalty or forfeiture.

d. In no event shall either party be entitled to any remedies or damages for breach of this Contract except as set forth herein. In no event shall any party be entitled to punitive or consequential damages for the breach of this Contract.

30. **FURTHER ASSURANCES.** The Parties shall execute such further documents and do any and all such further things as may be reasonably necessary to implement and carry out the intent of this Contract.

31. **NOTICES.** Any notice, demand, request, or other communication required or permitted by this Contract or by law shall be in writing and delivered by one of the following methods: (a) delivered in person with signed proof of delivery, (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) to the following addresses:

Seller:

Davis Monk & Company
Attn: Joseph W. Davis

2735 NW 22nd Drive
Gainesville, FL 32605

With a copy to:

Withers Harvey, P.A.
Attn: Richard I. Withers, Esq.
1120 NW 8th Avenue
Gainesville, Florida 32601

CTAC:

Executive Director CTAC
802 NW 5th Av.
Ste, 100
Gainesville, Florida 32601

With a copy to:

Sylvia Torres, County Attorney
Alachua County Attorney's Office
12 SE 1st Street
2nd Floor
Gainesville, Florida 32601

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. Such notice shall be deemed effective as of the date of receipt of such notice by personal delivery or commercial courier service, or the date of receipt or refusal of such notice by registered or certified mail, return receipt requested.

32. **ASSIGNMENT.** This Contract may not be assigned by either party without the written consent of the other party.

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 CTAC and may be treated as a default by the CTAC 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 Closing 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 CTAC 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 CTAC 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 Closing 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. This Contract may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all Parties.
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 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 CTAC fully retains all sovereign immunity protections afforded to it as an independent taxing district of the State of Florida. The CTAC waives nothing by entering into this Contract. All claims against the CTAC that are permissible

pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes.

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.
41. **NO RECORDING OF CONTRACT.** The Parties agree that neither the CTAC 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. Execution of this document may be by digital means and the parties shall be bound by that method.
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.

[Signature pages follow]

 Seller's Initials
_____ CTAC's Initials

EXECUTED this 26 day of September, 2023, by the following authorized representatives of the Seller.

SELLER:

DAVIS MONK & COMPANY
a Florida general partnership

By: Joseph W. Davis
Joseph W. Davis

Its: General Partner

Signed, sealed and delivered
in the presence of:

[Signature]
Witness No 1 Signature

Richard Huthers
Witness No 1 Print Name

[Signature]
Witness No 2 Signature

Sarah K. Wilmoth
Witness No 2 Print Name

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on September 26, 2023, by Joseph W. Davis, as General Partner of Davis, Monk & Company. Said person is personally known to me or produced _____ as identification.
(type of identification)

[Signature]
Notary Public – State of Florida

Print Name: Sarah K. Wilmoth

Commission Number: _____

Commission Expiration Date: _____



[Signature] Seller's Initials
_____ CTAC's Initials

EXECUTED this ____ day of _____, 2023, by the Chair of the Children's Trust of Alachua County, an independent taxing district of the State of Florida, acting within her signature authority as granted by the Children's Trust of Alachua County.

CHILDREN'S TRUST OF ALACHUA COUNTY

ATTEST:

By: _____
Tina Certain, Chair

Date: _____

Ken Cornell
Treasurer

APPROVED AS TO FORM

Counsel for the Children's Trust

EXHIBIT LIST

- Exhibit A – Legal Description of Parcel**
- Exhibit B –Beneficial Interest and Disclosure Affidavit Form**
- Exhibit C – Permitted Exceptions**

 Seller's Initials
____ CTAC's Initials

EXHIBIT A – Legal Description of Property

TAX PARCEL NUMBER 06107-005-000

A tract of land situated in Section 26, Township 9 South, Range 19 East, City of Gainesville, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Southwest corner of the aforementioned Section 26, Township 9 South, Range 19 East for a point of reference and run North 00°04'48" East, along the West line of said Section 26 and along the centerline of NW 43rd Street, a distance of 1410.00 feet to the intersection of said centerline with the centerline of NW 27th Lane; thence run South 89°55'12" East, along said centerline of N.W. 27th Lane, a distance of 500.00 feet; thence run South 00°04'48" West, a distance of 235.00 feet to a concrete monument and the True Point of Beginning; thence continue South 00°04'48" West, a distance of 180.00 feet to a concrete monument on the Northerly line of NW 25th Place; thence run South 64°10'09" East, along said Northerly line, a distance of 186.83 feet to a concrete monument at the beginning of a curve concave Northwesterly, said curve having a radius of 50.00 feet and a chord bearing and distance of North 57°57'20" East, 84.69 feet respectively; thence run Northeasterly with said curve through an arc angle of 115°45'03', an arc distance of 101.01 feet to a concrete monument at the end of said curve; thence run North 00°04'48" East, along the West line of NW 40th Street, a distance of 216.14 feet to a concrete monument; thence run North 89°55'12" West, a distance of 240.00 feet to the True Point of Beginning.

EXHIBIT B – Beneficial Interest and Disclosure Affidavit Form

AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ 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 the Children’s Trust of Alachua County, Florida, an independent taxing district of the State of Florida:

See **Exhibit “A”** attached hereto.

3. The Property is owned by _____ (the “Owner”). Affiant is an Authorized Person of the Owner.

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. _____, whose address is _____.
- b. _____, whose address is _____.
- c. _____, whose address is _____.
- d. _____, whose address is _____.
- e. _____, whose address is _____.
- f. _____, whose address is _____.

 Seller’s Initials
_____ CTAC’s Initials

Further Affiant Sayeth Naught.

DATED: _____

By: _____

Printed Name: _____

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me on _____ by _____ who is personally known to me or who has produced _____ as identification.

Sign: _____

{S E A L}

Print: _____

 Seller's Initials
____ CTAC's Initials

EXHIBIT C – Permitted Exceptions

“Permitted Exceptions” shall mean: (i) zoning and other regulatory laws and ordinances affecting the Property; (ii) items created by or through CTAC, and the exceptions to title approved by CTAC during the Inspection Period; (iii) any matters of record as of the Effective Date which were not objected to by CTAC in the CTAC's Title Objection Notice; (iv) any matters of title to which CTAC objected in the CTAC's Title Objection Notice but for which Seller has indicated (or is deemed to have indicated) that it will take no curative action; and (v) any matters which would be disclosed by an accurate survey and inspection of the Property.

CONTRACT TO PURCHASE REAL PROPERTY

THIS CONTRACT TO PURCHASE REAL PROPERTY (this “**Contract**”) is made and entered into by and between **Davis Monk & Company**, a Florida general partnership with its principal address of 4010 NW 25th Place, Gainesville, Florida 32606 (“**Seller**”), and the **Children’s Trust of Alachua County**, an independent taxing district of the State of Florida, by and through its governing body, whose address is 802 NW 5th Ave, Ste 100, Gainesville, FL 32601 (“**CTAC**”). Collectively, the **Seller** and the **CTAC** shall be referred to herein as the “**Parties.**”

WITNESSETH:

WHEREAS, Seller owns that certain real property bearing Alachua County Parcel Identification No. 06107-005-000 that is more particularly described in **Exhibit “A”** attached hereto (the “**Property**”); and

WHEREAS, CTAC desires to purchase the Property from the Seller, contingent upon the provisions provided herein; and

WHEREAS, the Seller desires to sell the Property to the CTAC 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; RECITALS.** This Contract shall become effective as of the day and year upon which Seller and the CTAC have all executed this Contract as set forth on the signature page hereof (the “**Effective Date**”). The above-referenced recitals are true and correct and the same are hereby incorporated into this Contract for all purposes.
2. **DEFINITIONS.** The capitalized terms below shall have the following meanings herein:

Closing shall mean the date of the closing of this transaction for the Property.

Escrow Agent and ***Closing Agent*** shall mean David Menet, of Salter Feiber, Attorneys at Law located at 3940 NW 16th Blvd, Bldg. B. Gainesville, FL 32605, email: davidm@salterlaw.net. It will not be necessary for the Escrow Agent to execute this

Contract or any amendments to this Contract. By delivery to and acceptance by the Escrow Agent of a fully executed copy of this Contract along with the Deposit, the Escrow Agent agrees to be bound by the terms and provisions of this Contract specifically relating to the Deposit. However, no amendments to this Contract will adversely affect or impair the rights or duties, or increase the liability of, the Escrow Agent hereunder without the Escrow Agent's prior written approval.

Title Commitment shall mean the written commitment of a Florida-licensed title insurance company to insure and provide title insurance policies to the CTAC. The Escrow Agent shall ensure the CTAC is the named insured for the Property. The Escrow Agent will obtain the necessary title assurances and policy.

Surveyed Acres shall mean the total number of acres of the Property excluding: (1) public rights of way; (2) railroad rights of way; (3) cemeteries; (4) lands under control or possession of anyone other than the Seller; and/or (5) lands below the ordinary high water line or mean high water line of any river, lake or stream, if any.

Survey shall mean an ATLA survey of the Property made by a Florida licensed surveyor who the CTAC shall select from its list of approved surveyors. In addition to the ATLA survey requirements, the surveyor shall: (1) certify the Survey to the CTAC, the Seller, the Closing Agent, and the Florida licensed title insurance company issuing the Title Commitment; (2) meet the requirements of Chapter 472, Florida Statutes; (3) provide a "metes and bounds" legal description of the Property; and (4) list the exact number of Surveyed Acres to the hundredth decimal place or as reasonably practical.

Environmental Reports shall mean any and all environmental site assessments, audits, reports, and/or correspondence relating to any potential environmental matters on any portion of the Property.

3. PURCHASE OF PROPERTY.

a. The Property. Seller represents and warrants to the CTAC that it holds fee simple title to that certain real property located at 4010 NW 25th Place, Gainesville, Alachua County, Florida, bearing Alachua County Property Appraiser's parcel ID#: 06107-005-000, more particularly described in **Exhibit "A"** attached hereto and expressly made a part of this Contract; together with all buildings and improvements thereon, and

including all fixtures and articles of personal property attached to or appurtenant to or used in connection with the Property, together with all rights, benefits, privileges, easements, hereditaments, rights-of-way and other appurtenances thereon or in any way appertaining thereto, including all mineral rights, development rights, air and water rights, riparian and littoral rights, permits, licenses or approvals associated with the real property (collectively, hereinafter referred to as the “**Property**”).

b. Intangible Personal Property. To the extent assignable without cost to Seller, all intangible personal property, if any, owned by Seller and related to the Property, shall be assigned by Seller to the CTAC at Closing, including, without limitation: all warranties to which the Seller may have rights applicable to the Property or any portion thereof provided by any manufacturers, designers, and contractors providing materials or performing work on, for, or of the Property, or any portion thereof; and plans and specifications and other architectural and engineering drawings; surveys, engineering reports and other technical information relating to the Property; and any governmental permits, approvals, and licenses (including pending applications, if any)(collectively, the “**Intangible Personal Property**”). As used in this Contract, the Property, and the Intangible Personal Property together shall be referred to herein collectively as the “**Property**”.

4. **PURCHASE PRICE; DISBURSEMENT.** Seller agrees to sell and the CTAC agrees to purchase the Property for the sum of One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00); subject to adjustments, credits, and prorations as set forth herein (the “**Purchase Price**”).

a. Within 5 business days of the Effective Date of this Contract, CTC will make a deposit with the Escrow Agent the sum of \$50,000, as good faith deposit for the Property (the “**Deposit**”). Upon the expiration of the Inspection Period (as defined below), the Deposit shall be (i) deemed non-refundable except in the event of an uncured Seller default of failure of a condition precedent to Closing, and (ii) applicable to and credited against the Purchase Price at the Closing, or paid to Seller as liquidated damages as hereinafter provided, all as more fully set forth within this Contract.

b. The balance of the Purchase Price, less any fee, and the Deposit by CTAC prior to closing shall be paid by CTAC at Closing.

5. **DOCUMENTS AND INFORMATION SELLER SHALL PROVIDE.** The Seller shall furnish to the CTAC, within five (5) business days of the Effective Date of this

Contract, the following documents and information relating to the Property, to the extent such items are in the possession or control of Seller:

- a. Copies of all title insurance policies, commitments, abstracts, opinions, searches and/or reports for any portion of the Property.
- b. Copies of all Environmental Reports.
- c. Copies of all surveys of any portion of the Property.
- d. Copies of all engineering reports 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 reasonably affect the title to the Property or the Seller's ability to convey fee simple title to the Property.
- f. A completed Beneficial Interest and Disclosure Affidavit for the Seller 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.
- g. The Seller's social security or Federal Tax ID number.
- h. The above-requested documents in (a)-(d) above are collectively, the "**Seller Inspection Materials**". Notwithstanding the foregoing, the term "Seller Inspection Materials" shall not include any materials that are subject to attorney-client privilege or that constitute attorney work product. During the term of this Contract, to the extent Seller comes into possession of any new Seller Inspection Materials or any Seller Inspection Materials not previously provided to the CTAC, Seller shall promptly notify the CTAC of the same and deliver such Seller Inspection Materials to the CTAC. The CTAC shall be permitted, at the CTAC's cost, to make copies of the Seller Inspection Materials, to the extent Seller is unable to transmit to the CTAC electronic copies of any of the Seller Inspection Materials. The CTAC further acknowledges and agrees that the Seller Inspection Materials will be provided to the CTAC for informational purposes only and that the CTAC shall not be entitled to rely thereon, but shall conduct its own independent inquiry and investigation with respect to the same. Except as otherwise provided in this

Contract, neither Seller nor any person representing or acting on behalf of Seller, including without limitation any of Seller's agents or consultants, has made or shall make any representation or warranty, express or implied, written or oral, as to the reliability, accuracy or completeness of any of the Seller Inspection Materials, and none of Seller or any of its employees or agents has or shall have any liability relating to the Seller Inspection Materials or for any errors therein or omissions therefrom; provided, however, notwithstanding the same Seller hereby represents that Seller has no actual knowledge (without any obligation of investigation or inspection) that any of the Seller Inspection Materials provided or to be provided by Seller to the CTAC are inaccurate, misleading, or incomplete. If this purchase and sale transaction does not close for any reason, then the CTAC shall return to Seller all Seller Inspection Materials in the CTAC's possession.

6. **DUE DILIGENCE INSPECTIONS.** The CTAC's due diligence period starts on the Effective Date of this Contract and shall continue for a period of thirty (30) calendar days (the "**Inspection Period**"). During the Inspection Period, the CTAC may conduct any surveys, surface and subsurface explorations, soil tests, engineering studies, environmental site assessments (provided, however, that absent prior written consent of Seller, CTAC's environmental and soil assessment of the Property shall be limited to a Phase I environmental assessment), and any other tests and investigations of the Property which the CTAC may elect to make to determine whether the Property is suitable, in the CTAC's sole and reasonable discretion, for the CTAC's intended use and development of the Property as a public facility, including administrative offices for CTAC staff; provided, however, that such Inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants. The CTAC may conduct any inspections during the Inspection Period which the CTAC deems necessary to determine to the CTAC's satisfaction the Property's engineering, architectural, environmental properties, including but not limited to building's structural systems, mechanical systems, building envelope, and interior building components; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; compliance with all applicable building codes; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that the CTAC deems appropriate to determine the suitability of the Property for the CTAC's intended use and development ("**Inspections**"); provided, however, that such Inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants.

The CTAC will deliver written notice to Seller prior to the expiration of the Inspection Period of the CTAC's determination of whether or not the Property is suitable in the CTAC's sole and reasonable discretion. The CTAC's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to the CTAC, its employees, agents, contractors and assigns, the right to enter the Property at any time during the Inspection Period for the purpose of conducting Inspections; provided, however, that the CTAC, its employees, agents, contractors and assigns enter the Property and conduct Inspections at their own risk; and provided further that such Inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants. Subject to the limitations contained in paragraph 38, the CTAC shall indemnify, defend and hold Seller harmless from and against any losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by the CTAC and this indemnity shall survive the Closing or termination of this Contract. The CTAC will not engage in any activity that could result in a mechanic's lien being filed against the Property without the Seller's prior written consent. In the event this transaction does not close, (a) the CTAC will repair all damage to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (b) the CTAC will, at the CTAC's expense, promptly transmit to the Seller all reports and other work generated as a result of the Inspections.

If the CTAC determines, in its sole discretion, that the Property is not acceptable to the CTAC, it may terminate this contract by delivering written notice to Seller before the expiration of the Inspection Period of such election. In that event the Parties agree that this Contract shall terminate automatically, the \$50,000 deposit of CTAC shall be returned and other than the costs associated with the inspections addressed in this paragraph, the Parties shall have no further duties or obligations hereunder.

7. **EVIDENCE OF TITLE AND TITLE INSURANCE.** Within twenty (20) days after the Effective Date, the CTAC, at its sole cost and expense, shall obtain the Title Commitment for an ALTA Owner's Title Insurance Policy insuring the marketable record title of the Property from a recognized national title insurance company of CTAC's choice doing business in the Alachua County area. The Title Commitment shall describe the Property, shall be dated later than the Effective Date of this Contract, shall be in the full amount of the Purchase Price, shall have attached legible copies of all instruments referred to therein, and shall otherwise disclose the title to the Property to be good, marketable, and

insurable, subject only to the exceptions set forth in **Exhibit “C”** attached hereto (“**Permitted Exceptions**”).

CTAC acknowledges that there is currently a month-to-month Tenant (known as Carr, Riggs & Ingram CPAs and Advisors), occupying the Property. The Seller has assured CTAC that this Tenant intends to vacate the Property by October 31, 2023; however, the Parties agree that the Closing will not be contingent upon this Tenant vacating the Property.

8. **SURVEY.** The CTAC may have the Property surveyed during the Inspection Period. If the Survey shows that (a) any encroachments on the Property, or that improvements, if any, on the Property encroach on other lands; (b) the Property is not contiguous to a publicly dedicated right of way; or (c) any other facts that affect the marketability of the title to the Property, then any such facts or matters so shown will constitute a Title Objection (defined below) for purposes of Paragraph 9 herein.

9. **TITLE REVIEW.**

a. The CTAC shall have until expiration of the Inspection Period (the “**Title and Survey Review Period**”) to examine the Survey and Title Commitment and any supporting title documents, and, if the Survey, Title Commitment, or supporting title documents, reveal any encroachments, overlaps, easements, restrictions, covenants, conditions, other title defects or other matters objectionable to the CTAC (hereinafter referred to as the “**Title Objections**”), to furnish Seller with a written statement of the CTAC’s Title Objections (“**The CTAC’s Title Objection Notice**”). Any matters identified in the Title Commitment or the Survey and not objected to by the CTAC as set forth above shall be deemed to be approved by the CTAC, provided, however, the CTAC’s failure to provide notice of any Mandatory Cure Items (defined below) shall not be deemed a waiver, the CTAC shall be deemed to have automatically objected to all Mandatory Cure Items, and the CTAC shall not be required to take title subject to any Mandatory Cure Items. In all events Seller shall be required to cure all Mandatory Cure Items. As used herein, the term “**Mandatory Cure Item**” or “**Mandatory Cure Items**” means (i) any mortgage, deed to secure debt, deed of trust or similar security instrument encumbering all or any part of the Property, (ii) any mechanic’s, materialman’s or similar lien (except to the extent resulting from any act or omission of the CTAC or any of its agents, contractors, representatives or employees), (iii) any judgment of record against Seller in the CTAC or other applicable jurisdiction in which the Property is located; (iv) all other liens or encumbrances evidencing monetary obligations of Seller; (v) all matters affecting title which are the result of Seller’s voluntary acts occurring after the Effective Date of this

Contract, to the extent not consented to by the CTAC in writing; and (vii) any other matters that Seller has agreed to cure or satisfy or is otherwise required to cure or satisfy pursuant to the terms of this Contract.

b. If the CTAC furnishes the CTAC's Title Objection Notice within the permitted time, then Seller shall have until seven (7) days after Seller's receipt of the CTAC's Title Objection Notice (the "**Seller Title Response Period**") in which to indicate to the CTAC which of the Title Objections raised by the CTAC that Seller will cure and those which Seller declines to cure, and if Seller does not respond in writing to the CTAC's Title Objection Notice within the Seller Title Response Period, then Seller shall be deemed to have declined to cure all Title Objections set forth in the CTAC's Title Objection Notice.

c. If Seller declines to cure any of the Title Objections set forth in the CTAC's Title Objection Notice (excluding Mandatory Cure Items, which Seller shall be required to cure in all events), then the CTAC may then do one of the following as the CTAC's sole remedy: (i) accept such Title Objections set forth in the CTAC's Title Objection Notice that Seller has declined to cure in writing (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) as a Permitted Exception, and require Seller to deliver the title to the Property at the Closing subject to such uncured Title Objections (but subject to Seller curing all Mandatory Cure Items and any Title Objections set forth in the CTAC's Title Objection Notice that Seller has agreed to cure), with no reduction in the Purchase Price due to the same; or (ii) terminate this Contract, whereupon this Contract shall be automatically terminated, and all Parties released from further obligation hereunder except for any provision herein which expressly survives termination of this Contract. The CTAC's decision either to accept the Title Objections set forth in the CTAC's Title Objection Notice that Seller has declined to cure in writing as a Permitted Exception or to terminate this Contract shall be made by written notice thereof from the CTAC to Seller within the later of (A) three (3) business days after the CTAC receives written notice from Seller that Seller is declining to cure any of the Title Objections set forth in the CTAC's Title Objection Notice (or three (3) business days after the Seller Title Response Period if Seller fails to respond), or (B) the expiration of the Inspection Period. If the CTAC has not provided Seller with written notice of termination within the period set forth herein, any uncured Title Objections that Seller has declined to cure in writing (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) shall become part of the Permitted Exceptions, and any such objection with respect to the same shall be deemed to have been waived and the CTAC shall be deemed to have elected option (i) above.

d. If Seller timely elects in writing to cure any of the Title Objections, or if Seller is deemed to have agreed to cure all or any of the Title Objections set forth in the CTAC's Title Objection Notice, then Seller shall have until the Closing Date to cure the applicable Title Objections ("**Seller's Title Cure Period**"), and the Closing Date shall be extended for a period of time, not to exceed sixty (60) calendar days, reasonably necessary to accommodate Seller's efforts to cure such applicable Title Objections. In all events, Seller shall cure all Mandatory Cure Items, and Seller shall use good faith and due diligence to cure the Title Objections it agrees to cure. If any such Title Objections, other than those that will be cured or satisfied at Closing, remain uncured by Seller at the end of Seller's Title Cure Period, then Seller shall give the CTAC written notice of Seller's failure to cure all the Title Objections and describe with specificity in that notice the Title Objections which remain uncured. The CTAC may then do one of the following: (i) accept the uncured Title Objections (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) as Permitted Exceptions, and require Seller to deliver the title to the Property at the Closing subject to such uncured Title Objections with no reduction in the Purchase Price in connection with the same; or (ii) terminate this Contract, whereupon this Contract shall be automatically terminated, the Deposit returned to the CTAC and all Parties released from further obligation hereunder except for any provision herein which expressly survives termination of this Contract and any rights and remedies of the CTAC with respect to Seller defaults as set forth in this Contract. The CTAC's decision either to accept the uncured Title Objections or to terminate this Contract shall be made by written notice thereof from the CTAC to Seller within the later of (A) three (3) business days after the CTAC receives written notice from Seller of the uncured Title Objections, or (B) the Closing Date, and the Closing Date shall be extended to accommodate the CTAC's three (3) day response period described in Subparagraph (C) above, as applicable. If the CTAC has not provided Seller with written notice of termination within the period set forth herein, any uncured Title Objections (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) shall be deemed to be acceptable to the CTAC and shall become part of the Permitted Exceptions, and any objection shall be deemed to have been waived and the CTAC shall be deemed to have elected option (i) above. Notwithstanding anything to the contrary set forth herein, if Seller fails to cure all Mandatory Cure Items and other Title Objections which are the result of Seller's voluntary acts occurring after the Effective Date of this Contract, Seller shall be in default hereunder and the CTAC shall have all rights and remedies available to the CTAC hereunder.

e. If, following the expiration of the Title and Survey Review Period, any new matters appear on any update to the Title Commitment or any update to the Survey that affects the Property, then the provisions of this Paragraph 9 shall apply thereto except the

time period in which the CTAC may object shall expire five (5) days after the CTAC receives said update, and the Seller Title Response Period for the same shall expire three (3) business days thereafter. In addition, if any time periods provided for in this Paragraph 9(e) extend beyond the Closing Date, then the Closing Date shall be extended until a date which is five (5) business days after the last applicable date. Except as may otherwise be expressly permitted under this Contract, Seller shall not permit any new encumbrances on the Property after the Effective Date without the CTAC's prior written consent.

10. **ENVIRONMENTAL SITE ASSESSMENT.** The CTAC's obligation to purchase the Property is contingent on the CTAC being able to obtain an environmental site assessment of the Property during the Inspection Period, which the CTAC determines, in its sole discretion, to be satisfactory for its intended use and development of the Property. If the results of the environmental site assessment or any Environmental Reports furnished to the CTAC by a third-party consultant or the Seller reveal that any portion of the Property is contaminated or 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 CTAC shall provide written notice to the Seller of the Environmental Defects prior to the expiration of the Inspection Period. Should the CTAC provide such notice, the Seller shall have 20 days after the date of said notice to elect, in Seller's sole discretion, whether to correct or remove the Environmental Defects. In the event that Seller elects to correct or remove the Environmental Defects within such 20-day period by written notice to CTAC, then the Closing Date shall be extended 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 that Seller elects to correct or remove within the 70 day time period, or if Seller elects not to correct or remove any Environmental Defects, the CTAC 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 CTAC Manager without further approval by the Board, whereupon all Parties shall be relieved of all further obligations under this Contract.

11. **CASUALTY LOSS.** In the event any portion of the improvements located on 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 Thousand and No/100 Dollars (\$100,000.00) in value, then the CTAC, as determined by the CTAC Executive Director, may either: (a) accept such loss and close this transaction according to the terms of this

Contract; or (b) terminate this Contract by written notice to the Seller, whereupon all Parties shall be relieved of all further obligations under this Contract. Seller represents that it has standard casualty and property damage insurance coverage sufficient to cover foreseeable damage to the property in the amount set forth above. Provided, however, if the CTAC 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 CTAC, Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the CTAC.

12. **INSPECTIONS.** The CTAC may perform visual inspections of the Property at any time prior to Closing; provided, however, that such visual inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants.

13. **CLOSING DATE; APPROVALS.** This transaction shall be closed at a date and time mutually agreed upon by the Parties no later than thirty (30) days after the expiration of the Inspection Period (the “**Closing Date**”), as may be extended as provided herein, at or through the offices of the Escrow Agent, unless otherwise provided for herein or agreed to by the Parties in writing. The Executive Director of CTAC has the authority to agree, on behalf of the CTAC, to terminate this Contract, or to extend the Inspection Period, Cure Period, or the Closing Date, without further approval by the CTAC Board.

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

SELLER:

- Documentary stamp tax on the deed of conveyance;
- Preparation of all closing documents necessary to cure title defects; which are not Permitted Exceptions (if any);
- Past due taxes (if any);
- Seller’s attorney’s fees; and
- Seller’s brokerage fees (if any)

CTAC:

- Environmental site assessment costs;
- Survey;
- Owners Title Insurance Policy for the CTAC (including all related search and abstract fees);
- Closing Agent fees (including the preparation of all closing

documents, except those that are necessary to cure title defects and are thus Seller's responsibility);

- Recording costs; and
- CTAC'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 relating to the period of time that Seller owned the Property, and to discharge the lien of such ad valorem taxes and assessments relating to the period of time that Seller owned the Property. The Seller may take advantage of all legal procedures for discharging such lien by paying an estimated, prorated amount into escrow with the applicable tax collector(s) as provided by Section 196.295, Florida Statutes, Rule 12D-13.016, Florida Administrative Code and other applicable provisions of law. Seller shall not be responsible for any taxes or assessments incurred after closing. CTAC as a governmental entity is immune from taxation for property it owns.

b. For all years prior to the year of closing, the Seller shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the Property, to discharge any and all liens of such ad valorem taxes and assessments.

16. ASSESSMENTS AND FEES. The Seller shall fully pay the following at or prior to closing, to the extent relating to the period of time that Seller owned the Property: 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: The CTAC's Executive Director is hereby delegated the authority to execute all closing documents on behalf of the CTAC that are necessary to close this transaction, including but not limited to the HUD-1 Settlement Statement. 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 CTAC has actual knowledge or has 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 reasonably acceptable to the Closing Agent, the title insurance company, and the CTAC, sufficient to remove standard printed exceptions to title in the Owner's Title Insurance Policy regarding (i) rights or claims of Parties in possession; and (ii) mechanic's liens.

c. An affidavit affirming the Seller's representations and warranties listed in Paragraph 23.

d. IRS 1099 Form, if required.

e. Incumbency Certificate, Resolution and Affidavit, in a 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. As may be required by the Title Commitment, Seller shall deliver (i) documents, instruments, or other writings executed, drafted, or issued by the City wherein the City does or otherwise confirms it release(s), quit claim(s), renounce(s), or quiet(s) any and all right, title, or interest in the Property; or (ii) such other documentation as may be reasonably needed by the Closing Agent or title insurance company to issue the Owner's Title Insurance Policy without exception for any and all right, title, or interest of the City in and to the Property.

i. 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 CTAC by special warranty deed, free and clear of all liens and encumbrances except for the Permitted Exceptions and those matters expressly allowed for herein or otherwise agreed to by the Parties in writing. The CTAC Board authorizes the Executive Director of CTAC to accept liens and encumbrances related to the Property without requiring further approval of the CTAC 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 CTAC as to form. Exclusive possession of the Property shall pass to the CTAC 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, the Seller will not, without prior written consent from the CTAC, (i) execute or enter into any lease, contract, option, easement, license, mortgage, financing statement, security agreement, or similar document concerning or affecting the Property, or (ii) materially alter the Property; provided, however, that Seller shall be permitted to engage in routine cleaning, maintenance and repair activities without the necessity of obtaining any consent from CTAC.

21. **GENERAL CONDITIONS TO OBLIGATIONS OF THE CTAC.** The obligations of the CTAC are, at the option of the CTAC, 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. **GENERAL CONDITIONS TO OBLIGATIONS OF THE SELLER.** The obligations of the Seller are, at the option of the Seller, contingent upon these conditions:

a. The representations and warranties made by CTAC 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 CTAC on or before the Closing Date shall have been duly complied with or performed.

23. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER.

The Seller hereby represents, warrants, and covenants to and with the CTAC as follows:

a. To the best of Seller's knowledge and belief, 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.

b. From and after the Effective Date, 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 CTAC.

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 it 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. To the best of Seller's knowledge and belief, except for the liens, encumbrances, or charges against the Property specifically disclosed in this Contract, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or

charges, which could adversely affect title to the Property after the Effective Date or the Closing Date, and Seller has no knowledge of any matters pending that could result in a lien against the Property, or in any way substantially adversely affect title to the Property.

f. From and after the Effective Date, Seller will not cause, permit, suffer, or allow any change, modification or alternation to be made to the Property, or any part or portion thereof, or its physical condition without the prior written consent of CTAC; provided, however, that Seller shall be permitted to engage in routine cleaning, maintenance and repair activities without the necessity of obtaining any consent of CTAC.

g. Other than Carr, Riggs & Ingram CPAs and Advisors, there are no leases of the Property, or any portion thereof.

h. To the best of Seller's actual information and belief, during its ownership the Property has never been used for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials, and no such toxic or hazardous waste or materials are present on, in, or under the Property. As used herein "hazardous or toxic wastes or materials" shall mean and refer to any substance or matter giving rise to liability or regulations under any federal, state, or local law, statute, regulation, rule or ordinance.

i. To the best of the Seller's actual information and belief, no party or person 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 has no actual knowledge of any previous violations of applicable environmental laws, rules and regulations regarding the Property.

l. The Seller has not received notice from any government agency that the Property violates any federal, state or local laws, ordinances, codes, rules, orders or regulations or that any remedial action is required on the Property.

m. The Seller has no actual knowledge that there are any endangered species (as defined by state or federal law) on the Property.

n. 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.

o. Upon closing, sole and exclusive possession of the Property shall transfer to the CTAC and Seller shall turn over the Property in broom clean condition, free of junk, rubbish, trash and debris.

p. To the best of Seller’s knowledge and belief, 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, CTAC or municipal department, commission, board, bureau, or agency or other government instrumentality.

q. No person, firm or other legal entity other than the CTAC has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

r. The execution and delivery of this Contract and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute, to the best of Seller’s knowledge and belief, a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

s. Except as stated in Paragraph 5 above, no representation, warranty or covenant in this Contract, nor any document, certificate or exhibit given or delivered to CTAC 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.

t. 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.

Except as otherwise expressly provided in this Contract, CTAC hereby expressly acknowledges and agrees that Seller makes no representations or warranties of any kind pertaining to any of the Property to be conveyed by Seller to CTAC, whether express or

implied, including without limitation warranties or representations as to matters of title, use, zoning, tax consequences, physical or environmental conditions, operating history or projections, valuation, governmental approvals, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose, the manner or quality of the construction or materials of the Property, the manner, quality, state of repair or lack of repair of the Property, and the completeness or accuracy of any information or materials provided to CTAC. In the event of Closing, the Property is being sold and accepted by CTAC in “AS IS”, “WHERE IS” condition, and “WITH ALL FAULTS” except as expressly set forth in this Contract or in documents to be delivered at Closing pursuant to the terms of this Contract. Except for the warranties and representations expressly made by Seller in this Contract or in documents to be delivered at Closing pursuant to this Contract, Seller expressly disclaims any and all warranties, express or implied, relating in any way to the nature, quality, condition, use, operation or history of the Property, improvements and personal property to be conveyed by Seller to CTAC. CTAC is relying on its own investigation of the Property, and CTAC expressly represents that it has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any agent of Seller except as may be specifically set forth in this Contract.

24. **REPRESENTATIONS AND WARRANTIES OF THE CTAC.** CTAC hereby represents and warrants to Seller as follows:

a. The person executing this Contract on behalf of CTAC is fully and duly authorized to do so by CTAC, and any and all actions required to make this Contract and the performance thereof legally binding obligations of CTAC, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for CTAC to enter into or perform this transaction.

b. 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 CTAC of any provision of any agreement or other instrument to which CTAC is a party or to which CTAC may be subject although not a party, nor result in or constitute, to the best of CTAC’s knowledge and belief, a violation or breach of any judgment, order, writ, injunction or decree issued against CTAC.

c. No representation, warranty or covenant in this Contract, nor any document, certificate or exhibits given or delivered to Seller pursuant to this Contract, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact necessary to make the statement contained therein true in light of the circumstances under which they were made.

25. **CONTINUING REPRESENTATION AND WARRANTIES.** The representations and warranties of the Parties contained herein shall be continuing up to and including the Closing Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing, and shall survive the closing of this transaction and remain in effect and enforceable by the Parties for a period of one (1) year after the Closing Date.

26. **EMINENT DOMAIN.** The Seller has no knowledge of any threatened or pending eminent domain proceedings affecting the Property. In the event eminent domain proceedings are pending (without Seller's knowledge) or instituted after the Effective Date, to acquire all or any part of Property, the Parties agree that:

a. The Seller shall, upon discovery, immediately notify the CTAC of such threatened or pending eminent domain proceedings and provide to the CTAC copies of all written correspondences, pleadings or other papers concerning the eminent domain proceeding as the Seller receives them.

b. The CTAC may either: (i) terminate this Contract by written notice to the Seller, whereupon the Parties shall be relieved of all further obligations under this Contract; or (ii) the CTAC may elect to keep this Contract in full force and effect and assume sole control and direction (including settlement authority) of the eminent domain proceedings. In the event of Closing pursuant to this Contract, the CTAC 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 reasonably necessary to accomplish the same.

27. **REAL ESTATE COMMISSIONS.** Seller and CTAC hereby acknowledge that Perry G. McDonald of Bosshardt Realty Services LLC and Daniel Drotos of Colliers International of Gainesville are the sole brokers either party has dealt with in regards to this transaction and, if CTAC acquires the Property pursuant to this Contract, that said brokers will be compensated by Seller pursuant to a separate listing agreement. Except with respect to the above-identified brokers, Seller and CTAC shall indemnify and hold harmless the other from and against any claim for any real estate sales commission, finder's fee, consulting fee, or other compensation in connection with the sale contemplated hereby and arising out of any act or agreement of such party. The indemnity obligations set forth above in this section shall survive both the Closing of the sale contemplated hereby and any termination of this Contract.

28. **AUTHORITY.** Each party hereby represents and warrants to the other party, which representations and warranties shall be true and shall be deemed to be restated at the closing:

a. Each party has full authority to bind itself to the obligations stated herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

b. The execution and delivery of this Contract and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

29. **DEFAULT.**

a. Unless otherwise specified in this Contract, in the event any condition of this Contract is not met by Seller, CTAC has timely given any required notice regarding the condition having not been met by Seller, and the sale contemplated hereby does not close, then the Deposit will be returned in accordance with applicable Florida Laws and regulations.

b. In the event Seller breaches its covenant to convey the Property to the CTAC or otherwise fails to perform its material obligations under this Contract, CTAC may provide Seller with written notice of the same and Seller shall thereafter have five (5) business days in which to cure the same. If Seller is unable or unwilling to cure the alleged default and the purchase and sale hereunder is not closed by reason thereof, CTAC shall have the right to (i) seek specific performance of this Contract, or (ii) terminate this Contract by providing written notice of such termination to Seller, whereupon the Deposit shall be returned to CTAC, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except as expressly set forth herein. To the extent any alleged default involves a default of any of Seller's material representations, covenants or obligations hereunder, then, in the event of termination of this Contract by CTAC pursuant to this Section 29(b), in addition to the return of the Deposit to CTAC, Seller shall, within ten (10) business days thereafter, pay to CTAC, as liquidated damages and not as a penalty, an amount equal to all third party out-of-pocket costs and expenses incurred by CTAC in connection with the transaction

contemplated by this Contract in an aggregate amount not to exceed Fifteen Thousand and 00/100 Dollars (\$15,000.00).

c. In the event any material representation, covenant or obligation of CTAC hereunder should at any time prior to Closing become untrue or unsatisfied, Seller may provide CTAC with written notice of the same and CTAC shall thereafter have five (5) business days in which to cure the same (provided, however, that no such notice and cure period shall be required if the event of default is CTAC's failure to timely close). If CTAC is unable or unwilling to cure the alleged default and the purchase and sale hereunder is not closed by reason thereof, then the Deposit shall be paid to Seller as full liquidated damages for such default by CTAC. It is specifically understood and agreed that payment of the Deposit to Seller, as liquidated damages, is Seller's sole and exclusive remedy hereunder, and Seller is hereby specifically waiving and relinquishing any and all other remedies at law or in equity. The Parties acknowledge that the actual amount of the damages which Seller would sustain as a result of CTAC's breach of this Contract are difficult or impossible to estimate, that the Deposit represents the Parties' best estimate of Seller's damages in the event of such breach, that said stipulated sum is a reasonable pre-estimate of the probable loss resulting from such a breach, and that payment of the Deposit to Seller is not to be construed as a penalty or forfeiture.

d. In no event shall either party be entitled to any remedies or damages for breach of this Contract except as set forth herein. In no event shall any party be entitled to punitive or consequential damages for the breach of this Contract.

30. **FURTHER ASSURANCES.** The Parties shall execute such further documents and do any and all such further things as may be reasonably necessary to implement and carry out the intent of this Contract.

31. **NOTICES.** Any notice, demand, request, or other communication required or permitted by this Contract or by law shall be in writing and delivered by one of the following methods: (a) delivered in person with signed proof of delivery, (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) to the following addresses:

Seller:

Davis Monk & Company
Attn: Joseph W. Davis

2735 NW 22nd Drive
Gainesville, FL 32605

With a copy to:

Withers Harvey, P.A.
Attn: Richard I. Withers, Esq.
1120 NW 8th Avenue
Gainesville, Florida 32601

CTAC:

Executive Director CTAC
802 NW 5th Av.
Ste, 100
Gainesville, Florida 32601

With a copy to:

Sylvia Torres, County Attorney
Alachua County Attorney's Office
12 SE 1st Street
2nd Floor
Gainesville, Florida 32601

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. Such notice shall be deemed effective as of the date of receipt of such notice by personal delivery or commercial courier service, or the date of receipt or refusal of such notice by registered or certified mail, return receipt requested.

32. **ASSIGNMENT.** This Contract may not be assigned by either party without the written consent of the other party.

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 CTAC and may be treated as a default by the CTAC 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 Closing 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 CTAC 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 CTAC 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 Closing 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. This Contract may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all Parties.
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 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 CTAC fully retains all sovereign immunity protections afforded to it as an independent taxing district of the State of Florida. The CTAC waives nothing by entering into this Contract. All claims against the CTAC that are permissible

pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes.

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.
41. **NO RECORDING OF CONTRACT.** The Parties agree that neither the CTAC 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. Execution of this document may be by digital means and the parties shall be bound by that method.
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.

[Signature pages follow]

EXECUTED this ____ day of September, 2023, by the following authorized representatives of the Seller.

SELLER:

Signed, sealed and delivered
in the presence of:

DAVIS MONK & COMPANY
a Florida general partnership

Witness No 1 Signature

By: _____
Joseph W. Davis

Witness No 1 Print Name

Its: General Partner

Witness No 2 Signature

Witness No 2 Print Name

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on September ____, 2023, by Joseph W. Davis, as General Partner of Davis, Monk & Company. Said person is [] personally known to me or [] produced _____ as identification.
(type of identification)

Notary Public – State of Florida

Print Name: _____

Commission Number: _____

Commission Expiration Date: _____

EXECUTED this 26 day of September, 2023, by the Chair of the Children's Trust of Alachua County, an independent taxing district of the State of Florida, acting within her signature authority as granted by the Children's Trust of Alachua County.

CHILDREN'S TRUST OF ALACHUA COUNTY

ATTEST:

Ken Cornell
Ken Cornell (Sep 26, 2023 10:37 EDT)

Ken Cornell
Treasurer

By: Tina Certain
Tina Certain, Chair
Date: Sep 26, 2023

APPROVED AS TO FORM

Bob Swain
Bob Swain (Sep 25, 2023 19:18 EDT)

Counsel for the Children's Trust

EXHIBIT LIST

- Exhibit A – Legal Description of Parcel**
- Exhibit B – Beneficial Interest and Disclosure Affidavit Form**
- Exhibit C – Permitted Exceptions**

EXHIBIT A – Legal Description of Property

TAX PARCEL NUMBER 06107-005-000

A tract of land situated in Section 26, Township 9 South, Range 19 East, City of Gainesville, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Southwest corner of the aforementioned Section 26, Township 9 South, Range 19 East for a point of reference and run North 00°04'48" East, along the West line of said Section 26 and along the centerline of NW 43rd Street, a distance of 1410.00 feet to the intersection of said centerline with the centerline of NW 27th Lane; thence run South 89°55'12" East, along said centerline of N.W. 27th Lane, a distance of 500.00 feet; thence run South 00°04'48" West, a distance of 235.00 feet to a concrete monument and the True Point of Beginning; thence continue South 00°04'48" West, a distance of 180.00 feet to a concrete monument on the Northerly line of NW 25th Place; thence run South 64°10'09" East, along said Northerly line, a distance of 186.83 feet to a concrete monument at the beginning of a curve concave Northwesterly, said curve having a radius of 50.00 feet and a chord bearing and distance of North 57°57'20" East, 84.69 feet respectively; thence run Northeasterly with said curve through an arc angle of 115°45'03', an arc distance of 101.01 feet to a concrete monument at the end of said curve; thence run North 00°04'48" East, along the West line of NW 40th Street, a distance of 216.14 feet to a concrete monument; thence run North 89°55'12" West, a distance of 240.00 feet to the True Point of Beginning.

EXHIBIT B – Beneficial Interest and Disclosure Affidavit Form

AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ 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 the Children’s Trust of Alachua County, Florida, an independent taxing district of the State of Florida:

See **Exhibit “A”** attached hereto.

3. The Property is owned by _____ (the “Owner”). Affiant is an Authorized Person of the Owner.

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. _____, whose address is _____.
- b. _____, whose address is _____.
- c. _____, whose address is _____.
- d. _____, whose address is _____.
- e. _____, whose address is _____.
- f. _____, whose address is _____.

Further Affiant Sayeth Naught.

DATED: _____

By: _____

Printed Name: _____

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me on _____, by _____ who is personally known to me or who has produced _____ as identification.

Sign: _____

{S E A L}

Print: _____

EXHIBIT C – Permitted Exceptions

“Permitted Exceptions” shall mean: (i) zoning and other regulatory laws and ordinances affecting the Property; (ii) items created by or through CTAC, and the exceptions to title approved by CTAC during the Inspection Period; (iii) any matters of record as of the Effective Date which were not objected to by CTAC in the CTAC's Title Objection Notice; (iv) any matters of title to which CTAC objected in the CTAC's Title Objection Notice but for which Seller has indicated (or is deemed to have indicated) that it will take no curative action; and (v) any matters which would be disclosed by an accurate survey and inspection of the Property.