

**A. Settlement Statement**

**U.S. Department of Housing and Urban Development**

OMB Approval No. 2502-0265

B. Type of Loan			
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input checked="" type="checkbox"/> Conv. Unins 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins 6. <input type="checkbox"/> Cash 7. <input type="checkbox"/> Other			
8. File Number 23-0836.7VS		9. Loan Number	10. Mortgage Insurance Case Number
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.			
D. NAME AND ADDRESS OF BORROWER:		Children's Trust of Alachua County 802 NW 5th Ave., Ste. 100, Gainesville, FL 32601	
E. NAME AND ADDRESS OF SELLER:		Davis Monk & Company 2735 NW 22nd Dr., Gainesville, FL 32605	
F. NAME AND ADDRESS OF LENDER:			
G. PROPERTY LOCATION:		4010 NW 25th Pl. Gainesville FL 32606	
H. SETTLEMENT AGENT		Salter Feiber, P.A. 3940 NW 16th Boulevard, Bldg. B, Gainesville FL 32605 (352) 376-8201	
PLACE OF SETTLEMENT		3940 NW 16th Boulevard, Bldg. B, Gainesville FL 32605	
I. SETTLEMENT DATE:		11/20/2023	DISBURSEMENT DATE
			11/20/2023
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price	1,920,000.00	401. Contract Sales Price	1,920,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	9,366.75	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/Town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108.		408.	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower		1,929,366.75	420. Gross Amount Due To Seller
			1,920,000.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money	50,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	155,936.82
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Attn: Payoff Dept.	782,415.25
205.		505. Attn: Payoff Dept.	173,889.55
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/Town taxes		510. City/Town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		50,000.00	520. Total Reduction Amount Due Seller
			1,112,241.62
300. Cash At Settlement From/To Borrower		600. Cash At Settlement From/To Seller	
301. Gross Amount due from borrower (line 120)	1,929,366.75	601. Gross Amount due to Seller (line 420)	1,920,000.00
302. Less amounts paid by/for borrower (line 220)	50,000.00	602. Less reductions in amount due seller (line 520)	1,112,241.62
303. CASH From BORROWER		1,879,366.75	603. CASH To SELLER
			807,758.38

We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on November 20, 2023.

**L. SETTLEMENT CHARGES**

		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
<b>700. Total Real Estate Broker Fees</b>			
Division of commission (line 700) as follows:			
701. \$57,600.00 to Colliers International Florida, LLC			
702. \$57,600.00 to Bosshardt Realty Services, LLC			
703. Commission paid at settlement			115,200.00
704.			
705.			
706.			
<b>800. Items Payable In connection with Loan</b>			
801. Loan Origination Fee	to		
802. Loan Discount	to		
803.			
804.			
805.			
806.			
<b>900. Items Required By Lender To Be Paid In Advance</b>			
901. Interest from	From 11/20/2023 To 12/01/2023		
902. Mortgage insurance premium			
903. Hazard Insurance premium			
904.			
905.			
<b>1000. Reserves Deposited With Lender</b>			
1001. Hazard Insurance			
1002. Mortgage Insurance			
1003. City property taxes			
1004. County Property Taxes			
1005. Annual assessments			
1006.			
1007.			
1008. Aggregate Adjustments			
<b>1100. Title Charges</b>			
1101. Title Search	to ATFS, LLC	200.00	
1102. Document Preparation Fee	to Salter Feiber, P.A.	450.00	650.00
1103.			
1104.			
1105.			
1106.			
1107. Attorney's fees	to Salter Feiber, P.A.	1,250.00	
1108. Title Insurance	to Old Republic National Title Insurance Company	7,375.00	
1109. Lender's coverage @ \$ .00			
1110. Owner's coverage \$1,920,000.00 @ \$ 7,375.00			
1111.			
1112.			
1113.			
<b>1200. Government Recording and Transfer Charges</b>			
1201. Recording fees:	Deed \$27.00 Mortgage Releases	27.00	
1202. City/county tax/stamps	Deed Mortgage		
1203. State tax/stamps:	Deed \$13,440.00 Mortgage		13,440.00
1204. E-Recording Fee	to Simplifile	4.75	4.75
1205. Affidavit	to Simplifile		35.50
<b>1300. Additional Settlement Charges</b>			
1301. File Archiving/Wire Fee	to Salter Feiber, P.A.	60.00	60.00
1302. Shipping & Handling Fee	to Salter Feiber, P.A.		100.00
1303. 2023 Property Taxes	to John Power, Tax Collector		20,446.57
1304. Attorney's Fees	to Richard Withers		6,000.00
1305.			
<b>1400. TOTAL SETTLEMENT CHARGES</b>		<b>9,366.75</b>	<b>155,936.82</b>

We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on November 20, 2023.

# HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: 23-0836.7VS

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I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

## Borrower(s)

**Children's Trust of Alachua County,**  
an independent taxing district of the state of Florida

By: 

Marsha Kiner,  
as its Executive Director

## Seller(s)

**Davis Monk & Company,**  
a Florida general partnership

By: **Joseph W. Davis, Inc.,**  
a Florida corporation  
as its General Partner

By: 

Joseph W. Davis,  
as its President

## Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Salter Feiber, P.A.

By: 

Date: 



**CHILDREN'S TRUST**  
OF ALACHUA COUNTY

## **CHILDREN'S TRUST REGULAR BOARD MEETING MINUTES**

September 25, 2023 at 4:30 PM

CTAC, 802 NW 5th Ave, Gainesville, FL 32601

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### **Call to Order**

**Vice Chair Pinkoson called the meeting to order at 4:30 PM.**

### **Roll Call**

#### **PRESENT**

Vice Chair Lee Pinkoson

Treasurer Ken Cornell

Member Shane Andrew

Member Mary Chance

Member Judge Denise R. Ferrero

Member Nancy Hardt – attended virtually (Non-Voting)

Member Maggie Labarta

Member Cheryl Twombly – attended virtually (Voting)

#### **ABSENT**

Chair Tina Certain

**Motion made by Member Cornell, Seconded by Member Ferrero to allow Member Twombly the right to vote due to an extraordinary circumstance.**

**A physical quorum of six members voted on this motion.**

Motion was unanimously approved by voice vote.

### **Agenda Review, Revision, and Approval**

**Motion to approve the agenda made by Member Labarta, Seconded by Member Andrew.**

Motion was unanimously approved by voice vote.

### **Consent Agenda**

1. Board Attendance YTD
2. 9.13.23 First TRIM Hearing - Minutes
3. 8.14.23 Board Meeting Evaluation - Survey Results

## **General Public Comments**

### **Chair's Report**

### **Executive Director's Report**

ED Kiner requested the Board's approval to execute a contract for sale of the property at 4010 NW 25<sup>th</sup> Place, Gainesville, FL 32606.

**Motion to give the Executive Director authority to sign and execute an agreement for a capital purchase of the property at 4010 NW 25<sup>th</sup> Place, Gainesville, FL 32606 made by Member Labarta, Seconded by Member Cornell.**

Motion was unanimously approved by voice vote.

### **Presentations**

4. Healthy Start of North Central Florida, Inc. Data Review and Update on NewboRN Home Visiting Program (NHVP) and Maternal Family Partner (Mia Jones)

Julie Moderie, Director of Healthy Start of North Central Florida, presented information on their two Trust-funded programs. She provided an overview on the purpose and benefits of an evidence-based home visiting program, she reported on the community outreach efforts through several education programs and resources, and she shared a variety of participation and performance measures. Three of the program nurses also shared descriptions of personal interactions that resulted in better outcomes for Alachua County newborns, mothers, and their families.

**Motion to approve funding for NewboRN Home Visiting Program and Maternal Family Partner for one year starting October 1, 2023 to September 30, 2024 made by Member Cornell, Seconded by Member Labarta.**

Motion was unanimously approved by voice vote.

## **General Public Comments**

### **Board Member Comments**

### **Next Meeting Date**

Regular Board Meeting - Monday, October 9th, 2023 @ 4:00 PM  
Children's Trust of Alachua County, 802 NW 5th Ave, Gainesville, FL 32601

### **Adjournment**

**Vice Chair Pinkoson recessed the meeting at 5:01 PM.**

**Vice Chair Pinkoson reconvened the meeting at 5:10 PM.**

**Vice Chair Pinkoson adjourned the meeting at 5:56 PM.**

11/21/2023 9:14 AM  
BOOK 5134 PAGE 982

J.K. JESS IRBY, ESQ.--Clerk  
Clerk of the Court, Alachua County, Florida

ERECORDED Receipt # 1177380

Doc Stamp-Mort: \$0.00

Doc Stamp-Deed: \$13,440.00

Intang. Tax: \$0.00

**INSTRUMENT PREPARED BY:**

David E. Menet, Esq.  
Salter Feiber, P.A.  
3940 NW 16<sup>th</sup> Blvd., Bldg. B  
Gainesville, FL 32605  
352-376-8201  
File No.: 23-0836.7 VS

Tax Parcel No.: 06107-005-000

## **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED was made on this 20 day of November, 2023 by DAVIS MONK & COMPANY, a Florida general partnership, whose mailing address is 2735 NW 22nd Dr., Gainesville, FL 32605 ("Grantor") to CHILDREN'S TRUST OF ALACHUA COUNTY, an independent taxing district of the state of Florida, whose mailing address is 4010 NW 25<sup>th</sup> Pl., Gainesville, FL 32606 ("Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and no/100s (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, sell, alien, remise, convey and confirm unto the Grantee all of that certain land situated in Alachua County, Florida, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

SUBJECT to easements and restrictions of record and to taxes for 2023 and all subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the property is free from all encumbrances made by Grantor; and that Grantor will warrant and defend the property conveyed against the lawful claims and demands of all persons claiming by, through, or under the Grantor, but against none other.

IN WITNESS WHEREOF, the said Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Witness *Vanessa Stevens*  
Print: Vanessa Stevens

DAVIS MONK & COMPANY,  
a Florida general partnership

By: JOSEPH W. DAVIS, INC.  
a Florida corporation  
as its General Partner

Witness *David E. Menet*  
Print: David E. Menet

By: *Joseph W. Davis*  
JOSEPH W. DAVIS,  
as its President

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on NOVEMBER 10, 2023, by JOSEPH W. DAVIS, as President of JOSEPH W. DAVIS, INC., a Florida corporation, which is a general partner of DAVIS MONK & COMPANY, a Florida general partnership, on behalf of the partnership. Said person  is personally known to me or  produced a Florida driver's license as identification.

Notary Public - State of Florida

Sign: *David E. Menet*

My Commission Expires:

Print: David E. Menet



DAVID E. MENET  
Commission # HH 199750  
Expires January 20, 2026

## Exhibit A

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  $00^{\circ}04'48''$  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  $89^{\circ}55'12''$  East, along said centerline of N.W. 27th Lane, a distance of 500.00 feet; thence run South  $00^{\circ}04'48''$  West, a distance of 235.00 feet to a concrete monument and the **True Point of Beginning**; thence continue South  $00^{\circ}04'48''$  West, a distance of 180.00 feet to a concrete monument on the Northerly line of NW 25th Place; thence run South  $64^{\circ}10'09''$  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  $57^{\circ}57'20''$  East, 84.69 feet respectively; thence run Northeasterly with said curve through an arc angle of  $115^{\circ}45'03''$ , an arc distance of 101.01 feet to a concrete monument at the end of said curve; thence run North  $00^{\circ}04'48''$  East, along the West line of NW 40th Street, a distance of 216.14 feet to a concrete monument; thence run North  $89^{\circ}55'12''$  West, a distance of 240.00 feet to the **True Point of Beginning**.

— D



# AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

(as per Section 286.23, Florida Statutes)

STATE OF FLORIDA  
COUNTY OF ALACHUA

Before me, the undersigned authority, personally appeared JOSEPH W. DAVIS, who was sworn and makes the following statements under oath and subject to penalties of perjury:

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 CHILDREN'S TRUST OF ALACHUA COUNTY, an independent taxing district of the state of Florida:

See **Exhibit "A"** attached hereto.

3. The Property is owned by DAVIS MONK & COMPANY, a Florida general partnership (the "**Owner**"). Affiant is the President of JOSEPH W. DAVIS, INC., a Florida corporation, the General Partner of the Owner.

4. Affiant makes this affidavit pursuant to the entity disclosure requirements listed in Section 286.23, Florida Statutes concerning real property being conveyed to a public agency. Affiant has the knowledge and authority on behalf of the Owner to make the statements contained in this affidavit.

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

- a. JOSEPH W. DAVIS, INC.  
a Florida corporation  
2735 NW 22nd Drive  
Gainesville, Florida 32605
- b. HAROLD L. MONK JR., INC.  
a Florida corporation  
6524 NW 57th Way  
Gainesville, Florida 32653
- c. HOWARD W. PATRICK, INC.  
a Florida corporation  
2211 NW 28th Street  
Gainesville, Florida 32605

- d. ALAN G. NAST, INC  
a Florida corporation  
6421 NW 56th Lane  
Gainesville, Florida 32653
- e. CHRISTINE R. ROBINSON, P.A.  
a Florida corporation  
116 Leisure Drive  
East Palatka, Florida 32131
- f. LOUISE H. ANDERSON, INC.  
a Florida corporation  
656 Drake Bay Terrace  
Saint Augustine, Florida 32084
- g. FRANK WALTERS, INC.  
a Florida corporation  
6313 NW 93rd Terrace  
Gainesville, Florida 32653


Further Affiant Sayeth Naught.

DATED: 11-10-23

  
JOSEPH W. DAVIS

STATE OF FLORIDA  
COUNTY OF ALACHUA

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED before me by means of  physical presence or  online notarization on NOVEMBER 14, 2023 by JOSEPH W. DAVIS, who is  personally known to me or  produced FL PL as identification.

  
Notary Public – State of Florida  
Printed Name: David E. Menet  
My commission expires: \_\_\_\_\_



DAVID E. MENET  
Commission # HH 199750  
Expires January 20, 2026

{ SEAL }

## Exhibit A

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:

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— D

11/21/2023 9:14 AM  
BOOK 5134 PAGE 977  
J.K. JESS IRBY, ESQ.--Clerk

Clerk of the Court, Alachua County, Florida

ERECORDED Receipt # 1177380

Doc Stamp-Mort: \$0.00

Doc Stamp-Deed: \$0.00

Intang. Tax: \$0.00

This Instrument Prepared By:  
David E. Menet, Esq.  
Salter Feiber, PA  
3940 NW 16 Blvd., Bldg. B  
Gainesville, Florida 32605  
352-376-8201  
File No.: 23-0836.7 VS

## GENERAL PARTNERSHIP AFFIDAVIT REGARDING DAVIS, MONK & COMPANY

STATE OF FLORIDA  
COUNTY OF ALACHUA

BEFORE me the undersigned authority personally appeared JOSEPH W. DAVIS ("Affiant"), who being first duly sworn, deposes and says on Affiant's personal knowledge the following:

1. Affiant makes this affidavit concerning DAVIS, MONK & COMPANY, a Florida general partnership, whose address is 4010 NW 25<sup>th</sup> PL Gainesville, FL 32606, Alachua County, Florida (the "Partnership"). Affiant further makes this affidavit concerning the following described real property located in Gainesville, Alachua County, Florida (the "Property"):

**See Exhibit "A" attached hereto and incorporated herein.**

2. Affiant is the President of Joseph W. Davis, Inc., a Florida corporation ("Davis Corporation"), whose mailing address is 2735 NW 22 Drive, Gainesville, FL 32605. The Davis Corporation is one of the general partners of the Partnership. The current and sole partners of the Partnership are shown on Exhibit "B" attached hereto and incorporated herein (the "Partners").

3. Pursuant to the agreement governing the Partnership (the "Partnership Agreement"), any partner is authorized to execute a conveyance, encumbrance, or other instrument affecting the partnership's interest in real property. The Partners specifically have authorized and directed the Davis Corporation (acting solely, for and on the behalf of the Partnership) to execute and deliver the deed of conveyance, closing statements, affidavits, and such other documents, agreements, and instruments necessary to complete the sale and conveyance of the Property to the Children's Trust of Alachua County, an independent taxing district of the state of Florida.

An acknowledgement and consent of the Partners is attached hereto as Exhibit "C" and incorporated herein.

4. All warranties and representations contained in the closing documents dated November 20, 2023, are true and correct, and the Partnership Agreement has not been revoked or amended to prohibit the subject transaction.

5. The Partnership has not been dissolved but still is in existence and in good standing. The Partnership has been in full force and effect during the entire time the Partnership has held title to the Property.

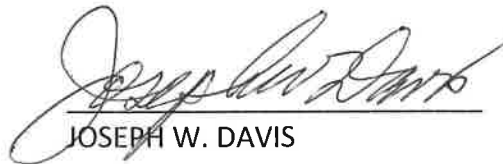
6. Neither the Partnership nor any of the Partners are or have been debtors in a bankruptcy proceeding during the existence of the Partnership.

7. No commercial entity Partner has been dissolved, and all are in good standing in the jurisdiction in which same are organized. The person executing the Exhibit "C" is an acting officer of the subject entity Partner and is duly authorized and empowered to sign this document for and on behalf of the entity for the purposes herein stated.

8. This Affidavit is made to induce Old Republic National Title Insurance Company (the "Title Company") to insure title to the Property. Affiant, individually and for and on behalf of the Partnership, agrees to indemnify the Title Company and hold it harmless from any loss or damage resulting from its reliance on the matters set forth in this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

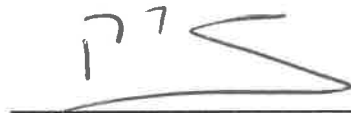
Date: 11-10-23

  
JOSEPH W. DAVIS

The foregoing Affidavit was sworn to, subscribed and acknowledged before me by means of  physical presence or  online notarization on NOVEMBER 10, 2023 by JOSEPH W. DAVIS who is  personally known to me or  produced a driver's license as identification.



DAVID E. MENET  
Commission # HH 199750  
Expires January 20, 2026

  
Typed name: **David E. Menet**  
Notary Public  
Commission Number:

# Exhibit A

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  $00^{\circ}04'48''$  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  $89^{\circ}55'12''$  East, along said centerline of N.W. 27th Lane, a distance of 500.00 feet; thence run South  $00^{\circ}04'48''$  West, a distance of 235.00 feet to a concrete monument and the **True Point of Beginning**; thence continue South  $00^{\circ}04'48''$  West, a distance of 180.00 feet to a concrete monument on the Northerly line of NW 25th Place; thence run South  $64^{\circ}10'09''$  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  $57^{\circ}57'20''$  East, 84.69 feet respectively; thence run Northeasterly with said curve through an arc angle of  $115^{\circ}45'03''$ , an arc distance of 101.01 feet to a concrete monument at the end of said curve; thence run North  $00^{\circ}04'48''$  East, along the West line of NW 40th Street, a distance of 216.14 feet to a concrete monument; thence run North  $89^{\circ}55'12''$  West, a distance of 240.00 feet to the **True Point of Beginning**.

— D

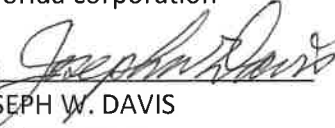
## **EXHIBIT "B" – List of all Partners**

1. JOSEPH W. DAVIS, INC., a Florida corporation
2. HAROLD L. MONK JR., INC., a Florida corporation
3. HOWARD W. PATRICK, INC., a Florida corporation
4. ALAN G. NAST, INC., a Florida corporation
5. CHRISTINE R. ROBINSON, P.A., a Florida corporation
6. LOUISE H. ANDERSON, INC., a Florida corporation
7. FRANK WALTERS, INC., a Florida corporation

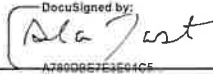
### EXHIBIT "C" - Acknowledgment and Consent of Partners

The undersigned, being the sole Partners of DAVIS MONK & COMPANY, a Florida general partnership, have reviewed the Affidavit to which this Exhibit "C" is attached and do hereby acknowledge, accept, consent, and agree to all of the statements contained in said Affidavit.


JOSEPH W. DAVIS, INC.  
a Florida corporation

By:   
JOSEPH W. DAVIS  
as its President  
Dated: 11-10-23

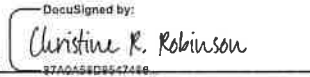
ALAN G. NAST, INC.  
a Florida corporation

By:  DocuSigned by:  
ALAN G. NAST  
as its President  
Dated: 11/3/2023 | 11:46 AM EDT

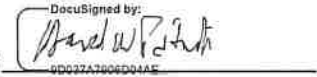
HAROLD L. MONK JR., INC.  
a Florida corporation

By:   
HAROLD L. MONK, JR.  
as its President  
Dated: 11/8/23

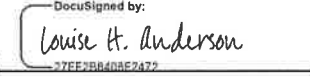
CHRISTINE R. ROBINSON, P.A.  
a Florida corporation

By:  DocuSigned by:  
CHRISTINE R. ROBINSON  
as its President  
Dated: 11/3/2023 | 2:50 PM EDT


HOWARD W. PATRICK, INC.  
a Florida corporation

By:  DocuSigned by:  
HOWARD W. PATRICK  
as its President  
Dated: 11/3/2023 | 11:43 AM EDT

LOUISE H. ANDERSON, INC.  
a Florida corporation

By:  DocuSigned by:  
LOUISE H. ANDERSON  
as its President  
Dated: 11/3/2023 | 11:45 AM EDT

FRANK WALTERS, INC.  
a Florida corporation

By:  DocuSigned by:  
FRANK WALTERS  
as its President  
Dated: 11/3/2023 | 4:20 PM EDT



# Closing Agreement

Seller: **DAVIS MONK & COMPANY, a Florida general partnership**  
Buyer: **CHILDREN'S TRUST OF ALACHUA COUNTY, an independent taxing district of the state of Florida**  
Property: **4010 NW 25<sup>th</sup> Pl., Gainesville, FL 32606**  
Closing Agent: **Salter Feiber, P.A.**  
Closing Date: **November 20, 2023**  
File Number: **23-0836.7 VS**

**TAX AGREEMENT:** By and through the closing, Seller shall satisfy all real estate taxes and assessments for the year of closing (2023) from the beginning of the tax year to the date of closing, as well as any unpaid amounts due from prior years. If actual taxes for the current year vary from the amount paid at closing, Seller shall be responsible for any remaining due taxes and reimbursement for overpayment if taxes are less than amount collected at closing.

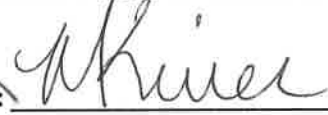
**SATISFACTION OF CONDITIONS; AGREEMENT TO COOPERATE:** Except for Seller's execution and delivery of all documents necessary to convey marketable and insurable title (which performance is in process), Buyer and Seller acknowledge that all of the contingencies required in the Contract have been met or satisfied. If requested by lender (if any), Closing Agent, title agent or title underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of documentation and/or the remittance of any additional sums.

**SURVEY:** Buyer has reviewed and approved the survey map obtained by Buyer in this transaction, which survey map was prepared by EDA Consultants, Inc. by surveyor Jacob Fanton under project number 2016-0278.S01. Buyer is aware of any and all encroachments, overlaps, and other matters contained thereon, and Buyer accepts title to the property subject to those matters as set forth on the survey map. Buyer agrees to be responsible for all costs, expenses, and claims in connection with any such encroachments or overlaps disclosed on the survey map, including but not limited to, the removal thereof.

**FILE AUDIT:** Seller and Purchaser agree and consent to the auditing of the Closing Agent's trust account by the title insurance underwriter insuring this transaction and further acknowledge that such audit is in their best interests.

**Buyers:**

**Children's Trust of Alachua County**

By:   
\_\_\_\_\_  
**Marsha Kiner, Executive Director**

**Approved as to Form:**

By:   
\_\_\_\_\_  
**Bob Swain, Counsel for the Children's Trust**

**Sellers:**

**DAVIS MONK & COMPANY,  
a Florida general partnership**

**By: JOSEPH W. DAVIS, INC.,  
a Florida corporation  
its general partner**

By: 

Joseph W. Davis  
as its President

Date: 11-10-23

This instrument prepared by:  
David E. Menet, Esq.  
Salter Feiber, PA  
3940 NW 16<sup>th</sup> Blvd., Bldg. B  
Gainesville, Florida 32605  
352-376-8201  
File No.: 23-0836.7 VS

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## ENVIRONMENTAL AFFIDAVIT

BEFORE ME, the undersigned authority personally appeared JOSEPH W. DAVIS, President of JOSEPH W. DAVIS, INC., a Florida corporation, which is a general partner of DAVIS MONK & COMPANY, a Florida general partnership (the "**Seller**"), who being by me first duly sworn, deposes and states the following on affiant's personal knowledge:

1. That Seller is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Alachua County, Florida, to-wit (the "**Property**"):

See **Exhibit "A"** attached hereto and incorporated herein.

2. That on this day 20 of November, 2023 (the "**Closing Date**") Seller is conveying the Property to CHILDREN'S TRUST OF ALACHUA COUNTY, an independent taxing district of the state of Florida (the "**Buyer**").

3. That as of the Closing Date and pursuant to that certain Contract To Purchase Real Property dated September 26, 2023 between Seller and Buyer for the subject property (the "**Contract**"), the Seller hereby reaffirms each and every representation and warranty made as of the date of the Contract, to the best of Seller's actual knowledge, and without independent investigation, as contained in Paragraph 23(h) through (m) of the Contract, as follows:

See **Exhibit "B"** attached hereto and incorporated herein.

4. That Affiant makes this Affidavit on behalf of and with the full authority of Seller for the purpose of inducing Buyer to purchase the Property, and Seller acknowledges that Buyer will rely upon the representations and warranties set forth in this Affidavit. For and on behalf of Seller, Affiant hereby binds the Seller to indemnify and hold harmless the Buyer from any and all debts, claims, actions, losses, judgments, damages, and expenses (including reasonable attorney's fees), existing or that may arise from, or be related to, a violation of any Environmental Laws that occurred during Seller's ownership of the Property, excepting only the liabilities expressly assumed by Buyer as a part of the sale transaction, if any.

FURTHER AFFIANT SAYETH NAUGHT.

Dated: 11-10-23

DAVIS MONK & COMPANY  
a Florida general partnership

By: JOSEPH W. DAVIS, INC.,  
a Florida corporation


  
\_\_\_\_\_  
JOSEPH W. DAVIS  
as its President

STATE OF FLORIDA  
COUNTY OF ALACHUA

THE FOREGOING affidavit was sworn to, subscribed, and acknowledged before me by means of  physical presence or  online notarization on NOVEMBER 10, 2023 by JOSEPH W. DAVIS, as president of JOSEPH W. DAVIS, INC., a Florida corporation, as general partner of DAVIS MONK & COMPANY, a Florida general partnership, on behalf of the partnership. Said person is  personally known to me, or who has  produced a driver's license as identification.

  
\_\_\_\_\_

Notary Stamp with Commission  
Number and Expiration Date

 DAVID E. MENET  
Commission # HH 199750  
Expires January 20, 2026

David E. Menet

## Exhibit "B"

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.

## **BILL OF SALE AND ASSIGNMENT BY SELLER**

(contracts, leases, licenses, permits, fixtures, and tangible personal property)

THIS BILL OF SALE AND ASSIGNMENT (this “Assignment”) is executed by **DAVIS MONK & COMPANY**, a Florida general partnership (the “Seller”) in favor of **CHILDREN’S TRUST OF ALACHUA COUNTY**, an independent taxing district of the state of Florida (the “Buyer”).

Seller and Buyer have entered into that certain purchase and sale contract and dated [] (the “Purchase Contract”), in which Seller agreed to sell and Buyer has agreed to purchase the real property described in **Exhibit “A”** attached to the Purchase Contract, and the improvements located on that property (collectively, the “Project”).

Pursuant to the purchase contract, Seller agreed to assign to Buyer all of Seller’s right, title, and interest, if any, in and to the property (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. **PROPERTY.** As used herein, the term “**Property**” shall mean the following property to the extent said property is owned by Seller and used in, held for use in connection with, or necessary for the operation of the Project:

(a) **Property Contracts.** All of Seller’s rights and interests in and to any purchase orders, maintenance, service, or utility contracts or similar contracts which relate to the ownership, maintenance, construction, repair, or operation of the Project.

(b) **Leases.** If the Project is subject to occupancy and if the Buyer has specifically agreed in writing to receive title to the Project subject to said occupancy, then all of Seller’s rights and interests in and to any leases, subleases, and other occupancy agreements, whether or not of record, which provide for use or occupancy of space or facilities on or relating to the Project.

(c) **Licenses and Permits.** All of Seller’s rights and interests in and to any and all licenses or permits granted by governmental authorities having jurisdiction over the Project and utilized with respect to the Project.

(d) **Fixtures and Tangible Personal Property.** All of Seller’s rights and interests in and to all fixtures, furniture, furnishings, fittings, equipment, machinery, apparatus, appliances, and other articles of tangible personal property now located on the Project or in the improvements on the Project and used in connection with any present or future occupation or operation of all or any part of the Project. The term “Property” shall not include any of the foregoing: (i) to the extent the same are excluded or reserved to Seller

pursuant to the purchase contract to which Seller and Buyer are parties; and (ii) to the extent that the sale or transfer thereof requires consent or approval of any third party, which consent or approval is not obtained by Seller. Nothing in this Assignment shall create a transfer or assignment of intellectual property or similar assets of Seller.

2. ASSIGNMENT. Seller assigns, sells, and transfers to Buyer all of Seller's right, title, and interest, if any, in and to the Property, subject to any rights of consent as provided in it.

3. APPLICABLE LAW. This Assignment shall be governed by and interpreted in accordance with the laws of the state of Florida.

4. TITLES AND SECTION HEADINGS. Titles of sections and subsections contained in this Assignment are inserted for convenience of reference only, and neither form a part of this Assignment or are to be used in its construction or interpretation.

5. ENTIRE AGREEMENT; MODIFICATION. This Assignment supersedes all prior agreements and constitutes the entire agreement with respect to the subject matter of this purchase contract. It may not be altered or modified without the written consent of all parties.


[Signature page follows.]

IN WITNESS WHEREOF, Seller and Buyer have caused this instrument to be executed as of the dates set forth below.

SELLER:

DAVIS MONK & COMPANY  
a Florida general partnership

By: JOSEPH W. DAVIS, INC.  
a Florida corporation  
its general partner

By:   
Joseph W. Davis  
as its President

Date: 11-10-23



## Exhibit A

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  $00^{\circ}04'48''$  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  $89^{\circ}55'12''$  East, along said centerline of N.W. 27th Lane, a distance of 500.00 feet; thence run South  $00^{\circ}04'48''$  West, a distance of 235.00 feet to a concrete monument and the **True Point of Beginning**; thence continue South  $00^{\circ}04'48''$  West, a distance of 180.00 feet to a concrete monument on the Northerly line of NW 25th Place; thence run South  $64^{\circ}10'09''$  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  $57^{\circ}57'20''$  East, 84.69 feet respectively; thence run Northeasterly with said curve through an arc angle of  $115^{\circ}45'03''$ , an arc distance of 101.01 feet to a concrete monument at the end of said curve; thence run North  $00^{\circ}04'48''$  East, along the West line of NW 40th Street, a distance of 216.14 feet to a concrete monument; thence run North  $89^{\circ}55'12''$  West, a distance of 240.00 feet to the **True Point of Beginning**.

— D

2023 REAL ESTATE  
 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

40845

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
06107 005 000	4010 NW 25TH PL	3600

DAVIS MONK & COMPANY  
 4010 NW 25TH PL  
 GAINESVILLE, FL 32606

EXEMPTIONS:



AD VALOREM TAXES							
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED		
COUNTY GENERAL	7.6414	1,055,286	0	1,055,286	8,063.86		
LIBRARY GENERAL	1.0339	1,055,286	0	1,055,286	1,091.06		
SCHOOL CAP PROJECT	1.5000	1,124,400	0	1,124,400	1,686.60		
SCHOOL DISCRNRY & CN	0.7480	1,124,400	0	1,124,400	841.05		
SCHOOL GENERAL	3.1840	1,124,400	0	1,124,400	3,580.09		
SCHOOL VOTED	1.0000	1,124,400	0	1,124,400	1,124.40		
CHILDREN'S TRUST	0.4612	1,055,286	0	1,055,286	486.70		
ST JOHNS RIVER WATER MGT DISTR	0.1793	1,055,286	0	1,055,286	189.21		
CITY OF GAINESVILLE	6.4297	1,055,286	0	1,055,286	6,785.17		
<b>TOTAL MILLAGE</b>					<b>22.1775</b>	<b>AD VALOREM TAXES</b>	<b>\$23,848.14</b>

Please Retain this Portion for your Records. Receipt Available Online.

LEGAL DESCRIPTION
COM SW COR SEC N ALONG C/L NW 43RD ST 1410 FT E 500 FT S 235 FT POB CONT S 180 F See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
802 BOCC SOLID WASTE MGMT	1.000	@ 71.7800	71.78
360 GAINESVILLE FIRE	1.000	Varies	1,352.29
<b>NON-AD VALOREM ASSESSMENTS</b>			<b>\$1,424.07</b>

**PAY ONLY ONE AMOUNT.**

**COMBINED TAXES AND ASSESSMENTS** **\$25,272.21**

IF PAID BY PLEASE PAY	Nov 30, 2023	Dec 31, 2023	Jan 31, 2024	Feb 29, 2024	Mar 31, 2024
	\$24,261.32	\$24,514.04	\$24,766.77	\$25,019.49	\$25,272.21

**JOHN POWER, CFC** 2023 REAL ESTATE 40845  
 ALACHUA COUNTY TAX COLLECTOR NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS  
 PLEASE PAY IN U.S. FUNDS TO JOHN POWER, TAX COLLECTOR • P.O. Box 44310 • Jacksonville, FL 32231-4310

ACCOUNT NUMBER	PROPERTY ADDRESS
06107 005 000	4010 NW 25TH PL

DAVIS MONK & COMPANY  
 4010 NW 25TH PL  
 GAINESVILLE, FL 32606

PAY ONLY ONE AMOUNT	
IF PAID BY	PLEASE PAY
<input type="checkbox"/> Nov 30, 2023	\$24,261.32
<input type="checkbox"/> Dec 31, 2023	\$24,514.04
<input type="checkbox"/> Jan 31, 2024	\$24,766.77
<input type="checkbox"/> Feb 29, 2024	\$25,019.49
<input type="checkbox"/> Mar 31, 2024	\$25,272.21

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT  
[www.AlachuaCollector.com](http://www.AlachuaCollector.com) AND SIGN UP FOR E-BILLS!