

**CONTRACT FOR PURCHASE OF REAL PROPERTY
TOWN OF MICANOPY, FLORIDA**

The Town of Micanopy, a municipal subdivision of the State of Florida, which Town Hall is located at 706 NE Cholakka Blvd., Micanopy, Florida 32667 (the “Buyer”), and South Moon Under LLC, a Florida Limited Liability Company, whose address is, 118 Pippin Drive, Islamorada, Florida 33036 (the “Seller”), collectively the “Parties”, hereby agree that the Seller shall sell and the Buyer shall buy the following real property (“Property”) upon the following terms and conditions.

1. Property Description:

Lot 59, BARNET AND KNOX ADDITION to the Town of Micanopy, according to the map or pact thereof as recorded in Deed Book O, Page 433, Public Records of Alachua County, Florida. Also described as Lot 59, STOUGHTON’S ADDITION to Micanopy, according to the plat thereof recorded in Plat Book A, Page 31, Public Records of Alachua County, Florida.

Parcel ID: 16672-000-000

Together with and subject to an easement reserved to Seller in the Special Warranty Deed from Seller, as Grantor to Alachua County Library District, as Grantee, dated February 28, 2025 and recorded as Instrument # 3609526 on March 3, 2025 in Official Records Book 5201 at page 2477 of the public records of Alachua County Florida.

- 2. Purchase Price:** The full purchase price for the Property is \$125,000.00. The Full Purchase Price as shown herein has been reached through negotiations with the Seller by City staff upon consideration of the Appraisal dated September 15, 2025. Said Purchase Price was offered by the Seller in writing on September 18, 2025 and accepted by the Buyer at a properly noticed public meeting conducted on October 14, 2025.
- 3. Conditions of Purchase:** As a material component of this Agreement, and in support of the “Seller’s Retained Parcel”, as referenced by Alachua County Property Appraiser’s Parcel ID number 16668-000-000, located east of the Property, Buyer agrees to exercise diligence and work in good faith to facilitate and construct a public vehicular access culvert and associated driveway, at Buyer’s expense, from the Buyer’s platted municipal public right of way generally known as NE 2nd Street (and locally known as “Easy Street”) East of Seller’s Retained Parcel to the Southbound lanes of US Highway 441.

a. Access Improvements

Buyer agrees to coordinate the installation of a vehicular access culvert and associated driveway connection within the public right-of-way of US Highway 441, and, if necessary, the Buyer's municipal Easy Street right of way, (the "Access Improvements") to allow for public vehicular access to the Seller's Retained Parcel. The general location of this access is anticipated to align with the Buyer's platted municipal Easy Street right of way adjacent to the Seller's Retained Parcel property.

b. Coordination and Permitting

The parties acknowledge that US Highway 441 is under the jurisdiction of the Florida Department of Transportation ("FDOT"). Buyer has initiated preliminary coordination with FDOT and will continue to work diligently and collaboratively with FDOT and any other applicable agencies to obtain the necessary approvals and permits required for the Access Improvements.

c. Good Faith Efforts and Timing

Buyer agrees to use diligence and reasonable and good faith efforts to complete the Access Improvements in a timely manner following closing. The parties acknowledge that Buyer is working under a project schedule with a current target completion date of August 30, 2026, and Buyer will make every reasonable effort to align the completion of the Access Improvements with this schedule, subject to permitting, design, and construction constraints, but no later than a date one year from the Closing Date.

d. Public Infrastructure

The Access Improvements will be located within the public right-of-way and, upon completion, will be considered public infrastructure to be maintained by Buyer or the appropriate governmental entity.

e. Acknowledgment of Process

Seller acknowledges that while Buyer is committed to advancing the Access Improvements, final approval and timing remain subject to agency review, permitting processes, and construction scheduling.

- 4. Title:** Seller warrants legal capacity to and shall convey marketable title to the Property by Special Warranty Deed substantially similar to the deed to the Alachua County Library District referenced above, subject only to matters contained herein acceptable to Buyer.

Otherwise title shall be free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; and no others provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property. Seller warrants and represents that there is ingress and egress to the Property sufficient for the intended use as described herein. If title defects are discovered, Buyer may, at its sole discretion, accept a portion of the property via quitclaim deed.

5. **Title Evidence:** Buyer, shall, at Buyer's expense and within 15 days prior to closing date deliver to Buyer a title insurance commitment issued by a Florida licensed title insurer agreeing to liens, encumbrances, exceptions or qualifications set forth in this Agreement, and those which shall be discharged by Seller at or before closing. Seller shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in this Agreement. Marketable title shall be determined according to applicable Title Standards adopted by the Florida Bar and in accordance with law. Buyer shall have five (5) days from receiving evidence of title to examine it. If title is found defective, Buyer shall, within three (3) days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 120 days from receipt of notice within which to remove the defect(s), failing which Buyer shall have the option of either accepting the title as it then is or withdrawing from this Agreement. Seller will, if title is found unmarketable, make diligent effort to correct defect(s) in title within the time provided therefor, including the bringing of necessary suits. If title is found marketable pursuant to this paragraph, Buyer will deliver a title policy at closing at Buyer's sole cost and expense.
6. **Survey:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Property surveyed and certified to the Buyer by a registered Florida land surveyor. If survey shows any encroachment on Property, or that improvements located on Property encroach on setback lines, easements, land of others, or violate any restrictions, contract covenants or applicable government regulation, the same shall constitute a title defect. The survey shall be performed to minimum technical standards of the Florida Administrative Code.
7. **Closing Place and Date:** Buyer shall designate a closing agent and this transaction shall be closed in the offices of the designated closing agent in Alachua County, Florida, no later than May 25, 2026, unless extended by other provisions of this Agreement including but not limited to time allotted for the removal of title defects as provided for above or as otherwise agreed in writing by the Parties.

- 8. Closing Documents:** Seller shall furnish closing statements for the respective parties, deed, bill of sale (if applicable), mechanic's lien affidavit, assignments of leases, tenant and mortgage estoppel letters, and corrective instruments. If Seller is a corporation, Seller shall deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance forms with the requirements of law.
- 9. Closing Expenses:** Documentary stamps on the deed, unless this transaction is exempt under Chapter 201.24, Florida Statutes, shall be paid by the Seller. Seller shall also pay the costs of recording the deed and any corrective instruments. Recordation of the deed shall be paid by Buyer.
- 10. Prorations:** Taxes, assessments, rent (if any) and other revenue of the Property shall be prorated through the day before closing. Closing agent shall collect all ad valorem taxes uncollected but due through day prior to closing and deliver the same to the Alachua County Tax Collector with notification to thereafter exempt the Property from taxation and provided in Chapter 196.012(6), Florida Statutes. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. Any deposits held by Seller in trust for third parties in occupancy of the Property shall be credited to Buyer at time of closing. Assessments for any improvements that are substantially complete at time of closing shall be paid in full by Seller.
- 11. Property Condition: Property Condition:** Seller shall deliver the Property to the Buyer at time of closing in its present "as is" condition. Seller makes no warranties other than disclosed herein and marketability of title. Buyer's covenant to purchase the Property "as is" is more specifically represented in the following paragraph.
- 12.** Buyer may, at Buyer's expense and until the Closing Date, and at a time mutually agreed to by the Parties, conduct inspections, tests, environmental and any other investigations of the Property Buyer deems necessary to determine suitability for Buyer's intended use. Upon Seller's execution hereof, Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purposes of conducting the inspections provided, however, that all such persons enter the Property and conduct the inspections and investigations at their own risk. Buyer shall not engage in any activity that could result in a mechanics lien being filed against the Property without Seller's prior written consent. Buyer may terminate this Agreement by written notice to Seller prior to expiration of the inspection period if the inspections and/or investigation reveal conditions which are

reasonably unsatisfactory to Buyer. In the alternative, at the Buyer's sole discretion, if Seller offers to repair or otherwise remedy such conditions to Buyer satisfaction, Buyer may accept such offer; or Buyer, at its option, may elect to accept a credit at closing of the total estimated repair costs as determined by a licensed general contractor of Buyer's selection and expense. If Buyer terminates this Agreement, and this transaction does not close, Buyer agrees, at Buyer expense, to repair all damages to the Property resulting from the inspections and investigations and return the Property to present condition.

- 13. Default:** If this transaction is not closed due to any default or failure on the part of the Seller, other than to make the title marketable after diligent effort, Buyer may seek specific performance or unilaterally cancel this agreement upon giving written notice to the Seller. If this transaction is not closed due to any default or failure on the part of the Buyer, Seller may seek specific performance. If a Broker is owed a brokerage fee regarding this transaction, the defaulting party shall be liable for such fee.
- 14. Seller Warranties:** Seller warrants there are no facts known to Seller that would materially affect the value of the Property, or which would be detrimental to the Property, or which would effect Buyer's desire to purchase the property except as follows: **None.** Buyer shall have N/A number of days granted to investigate said matters as disclosed by the Seller and shall notify Seller in writing whether Buyer will close on this Agreement notwithstanding said matters, or whether Buyer shall elect to cancel this Agreement. If Buyer fails to so notify Seller within said time period, Buyer shall be deemed to have waived any objection to the disclosed matters and shall have the obligation to close on the Agreement.
- 15. Assignability:** This Agreement is not assignable. The terms "Buyer", "Seller", and "Broker" (if any) may be singular or plural. This Agreement is binding upon Buyer, Seller, and their heirs, personal representatives, successors and assigns (if assignment is permitted).
- 16. Attorney Fees; Costs:** In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 17. Broker Representation:** Neither Party is represented by a Licensed Real Estate Broker upon execution hereof. Should either Party choose to obtain the services of a Licensed Real Estate Broker, that Party shall be solely responsible for any Broker fee or expense to said Broker.

18. Miscellaneous, Covenants, Agreements, and Representations:

(a) The parties agree that Seller may remove a large native Palm Tree from the northeasterly corner of the property before the Closing Date or within 60 days after the closing. Seller will replace the soil removed with the tree to fill the remaining surface void.

(b) The parties agree that Buyer will first offer to Seller, at no cost to Seller, any and all unused sand, soil, and fill material excavated from the Property during construction of Buyer's improvements prior to being removed from the Property, and if accepted by Seller, then deposited on Seller's Retained Parcel in a location designated by Seller.

(c) Buyer shall, at Buyer's expense, furnish a sketch and legal description for an access and utility easement over and along the north easterly portion of the Property, as shown on the Final Site Plan approved by the Buyer at a public hearing held on January 12, 2026, and modified in green as show on exhibit "A" attached hereto.

(d) The provisions of paragraph 18 shall survive the closing of this transaction

18. Governing Law: It is agreed by and between the parties hereto that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

19. Entire Agreement: Upon execution by Seller and Buyer, this Agreement shall constitute the entire agreement between the parties, shall supersede any and all prior and contemporaneous written and oral promises, representations or conditions in respect thereto. All prior negotiations, agreements, memoranda and writings shall be merged herein. Any changes to be made in this Agreement shall only be valid when expressed in writing, acknowledged by the parties and incorporated herein or attached hereto.

APPROVED BY SELLER AND EFFECTIVE this _____ day of _____, 2026.

Attest:

South Moon Under, LLC
Mark Gregg, Manager

Print Name

Purchase Agreement (Real Property)

Town of Micanopy

April 2026

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Print Name

APPROVED BY ~~SELLER~~ BUYER AND EFFECTIVE this _____ day of _____,
2026.

TOWN OF MICANOPY

Jiana Williams, Mayor

ATTEST:

Sara Samario, Town Administrator

Approved as to Form:

A. Derek Folds, Town Attorney