

**SECOND AMENDMENT TO  
CONTRACT FOR PURCHASE AND SALE  
AND OPTION AGREEMENT**

THIS SECOND AMENDMENT (hereinafter referred to as the "Second Amendment") to the Contract for Purchase and Sale and Option Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the City of Gainesville, a municipal corporation of the State of Florida (hereinafter referred to as "Seller") and Florida Food Service, Inc. (hereinafter referred to as "Purchaser").

WHEREAS, the parties entered into a Contract for Purchase and Sale and Option Agreement on January 28, 1997, with First Amendment to Contract for Purchase and Sale and Option Agreement, dated April 14, 1997, (hereinafter referred to as the "Contract"), providing for the purchase and sale and option to purchase certain real property located in the Airport Industrial Park (hereinafter referred to as the "Premises") (see Exhibit "A" attached to the Contract); and

WHEREAS, closing of the Contract for the sale and purchase of the Premises occurred on June 2, 1997 (hereinafter referred to as the "Closing"); and

WHEREAS, the Contract provided that upon successful Closing on the Premises, the Seller granted to Purchaser the exclusive and irrevocable right and option to elect to purchase 3.44 acres described as Lot 12, located in the Airport Industrial Park (hereinafter referred to as the "Option Property"); and

WHEREAS, pursuant to the Contract, the term of the option herein referred to above commenced on June 2, 1997 and will expire on June 2, 2002 ; and

WHEREAS, the Purchaser desires to extend the option to elect to purchase the Option Property for an additional five (5) years from the date that the option expires on June 2, 2002; and

WHEREAS, for and in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITION.** "Completion Construction" shall mean Purchaser has been issued a certificate of occupancy (hereinafter referred to as a "C.O.") for the warehouse/building by the City of Gainesville Building Department.

2. **EXTENSION OF THE OPTION.** The Seller hereby grants Purchaser a five (5) year extension of the exclusive and irrevocable right and option from June 2, 2002, through the term of the Option (June 2, 2007) to elect to purchase, on the terms and conditions set forth in the Contract, the Option Property, situated in the County of Alachua, State of Florida.

3. **OPTION CONSIDERATION AND ESCROW.** Purchaser and Seller agree that Purchaser shall pay TWO THOUSAND DOLLARS (\$2,000.00) as consideration for the extension of the Option (hereinafter referred to as the Option Consideration") at the time that this First Addendum is fully executed by the parties. If Purchaser elects to exercise the Option within the Five (5) year extension, on the terms and conditions set forth in the Contract, the Option Consideration shall be applied towards the purchase price of the Option Property.

4. **REVERTER/RIGHT OF REPURCHASE.** If Purchaser elects to exercise the option within the five (5) year extension, Purchaser agrees to the following:

- a) If after the expiration of two years from the date of recording of a deed of conveyance or other instrument conveying title of the Option Property from the Seller to Purchaser, the Purchaser has failed to complete construction of a warehouse/building consisting of a minimum of \_\_\_\_\_ square feet on the Option Property, then the Seller shall have the absolute right, but not the obligation, to cause the title to the Option Property to revert to the Seller and the deed of conveyance shall provide for same.
- b) To exercise its right to the reversionary interest, the Seller must record an Affidavit to that effect among the Public Records of Alachua County, Florida, on or before the \_\_\_\_\_ day following the deadline for completion (hereinafter referred to as the "Reversion Deadline Date"), and upon such recording, title to the Option Property shall revert to the Seller as of the date of such recording, but not otherwise. If the Seller has not recorded such an affidavit on or before the Reversion Deadline Date, then the right of reversion of title shall automatically become null and void.
- c) The Seller shall further, within 45 days of the recording of the affidavit, tender to Purchaser (or his successors in interest or assigns) a check in an amount equal to the purchase price paid to Seller by Purchaser for the Option Property less the Option Consideration of \$2,000.00, as full consideration.

Each of the parties hereto specifically agree and understand that Purchaser's failure to complete construction of the warehouse/building within the required time limit, will result in the possibility of reversion of the Option Property.

5. **MISCELLANEOUS.** Except as to this Second Amendment, the remaining paragraphs of the Contract for Purchase and Sale and Option Agreement dated January 28, 1997, with First Amendment to Contract for Purchase and Sale and Option Agreement, dated April 14, 1997, shall remain in full force and effect. This Agreement is

contingent upon approval by Gainesville City Commission and the concurrence of the Gainesville-Alachua County Regional Airport Authority.

6. **EFFECTIVE DATE.** The date from which commences any time period used for measuring performance or events hereunder, excluding the Extension of the Option, shall be the date when the last one of Purchaser and Seller has properly executed the Second Amendment (hereafter referred to as the "Effective Date").

IN WITNESS WHEREOF, the Seller and Purchaser have caused this Second Amendment to Contract for Purchase and Sale and Option Agreement to be duly executed by their authorized officers with their respective corporate seals affixed on the date first set forth above.

Witnesses:

SELLER: CITY OF GAINESVILLE

\_\_\_\_\_  
\_\_\_\_\_

By: Wayne Bowers, City Manager

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2002, by Wayne Bowers, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

Concurred by:

\_\_\_\_\_  
Chair, Gainesville-Alachua County  
Regional Airport Authority

\_\_\_\_\_  
Secretary/Treasurer

Approved as to Form and Legality:

\_\_\_\_\_  
GACRAA Attorney

Witnesses:

PURCHASER: FLORIDA FOOD SERVICE, INC.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC