

**CONTRACT FOR PURCHASE**

**PARTIES:** Peter L'Engle Theoktisto, an unmarried man, whose mailing address is 1206 Northeast 16<sup>th</sup> Place, Gainesville, Florida 32609-3843 ("Seller"), and the City of Gainesville, a Florida municipal corporation, whose mailing address is Post Office Box 490, Station 06, Gainesville, Florida 32602 ("Buyer"), hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

**1. DESCRIPTION:**

(a) Preliminary legal description of the Real Property located in Alachua County, Florida:

Commence at the Southeast corner of the intersection of S.E. 5<sup>th</sup> Avenue, (formerly Market Street) and South Main Street in the city of Gainesville, Alachua County, Florida, and run East 173.61 feet along the south side of S.E. 5<sup>th</sup> Avenue to the Point of Beginning of the lot herein described. From said point of beginning run East along the South side of said S.E. 5<sup>th</sup> Avenue, 150.09 feet; thence run South 206.91 feet to the North line of S.E. 6<sup>th</sup> Avenue (formerly Pine Street); thence run West 150 feet along the North line of S.E. 6<sup>th</sup> Avenue; thence run North 211.63 feet to the point of beginning. Said Land lying South of Oak Hall Plat in that portion of Gainesville not platted in the South east Quarter of Section Five (5), Township Ten (10) South, Range Twenty (20) East and described in the unrecorded survey No. 6106 prepared by The Perry McGriff Co., Inc., on April 3, 1968.

LESS and except those certain lands described in that certain right of way by the City of Gainesville filed April 22, 1977 and recorded in Official Records Book 1062, page 550, Public Records of Alachua County, Florida.

The parties agree that the final legal description will be prepared by the Buyer's surveyor within the time provided in Section 8A below. The property is shown on the map attached hereto as Exhibit "A" and confesses approximately 30,000.0 square feet.

(b) Street address, city, zip, of the Property: 35 Southeast 5<sup>th</sup> Avenue, Gainesville, Florida (also known as Alachua County Tax Parcel 13040-000-000)

(c) Personal Property: None

(d) Improvements included are: One building as shown in Exhibit "A"

**2. PURCHASE PRICE** (Fixed Price, U. S. currency): \$ 524,000.00

**PAYMENT:**

(a) Deposit to be made within 10 days after City Commission approval of this Contract and to be held in escrow by Scruggs & Carmichael, P.A. (Escrow Agent) in the amount of \$10,000.00. 60% of the deposit is to be paid to the Seller as a non-refundable deposit. \$ 10,000.00

(b) Additional escrow deposit to be made to Escrow Agent within \_\_\_\_\_ \$ 0.00 days after Effective Date (see Paragraph 3) in the amount of \_\_\_\_\_.

(c) Other: \$ \_\_\_\_\_ ( 0.00)

(d) Balance to close by cash or LOCALLY DRAWN electronic fund transfer, subject to adjustments or prorations. \$ 514,000.00

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

- (a) If this offer is not executed by the Seller on or before **July 10, 2013**, and by the Buyer on or before **August 8, 2013**, 40% of the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The offer is contingent upon approval of the Contract by the City Commission and obtaining an executed Purchase Contract for the parcel owned by David Mathia, located adjacent and to the west of this Real Property.
- (b) The effective date of Contract will be the date when the last of the following three events have occurred (the "Effective Date"): the Seller has signed this Contract, the Buyer has signed this Contract and the City Commission has approved or ratified this Contract.

**4. FINANCING:**

This is a cash transaction with no contingencies for financing.

**5. TITLE EVIDENCE:** Within 10 days of the effective date:

- (a) Title insurance commitment with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms); or
- (b) Abstract of title or other evidence of title (see rider for terms), shall be obtained by (CHECK ONLY ONE):
- (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
- (2) Buyer at Buyer's expense.

- 6. CLOSING DATE:** This transaction shall be closed and the closing documents delivered on or before **September 30, 2013** ("Closing"), unless modified by other provisions of this Contract. Closing shall occur with Philip A. Delaney, Esquire, at the offices of Scruggs & Carmichael, P.A. Metro Corp Center, 4041 N.W. 37<sup>th</sup> Place, Suite B, Florida 32606. The Closing is contingent upon a same day closing on the parcel owned by David Mathia, located adjacent and to the west of this Real Property.

- 7. RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7½ feet in width as to the side lines); taxes for year of Closing and subsequent years; provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for a municipal Fire Station (the "Buyer's Intended Use".)

**8. SURVEY AND DUE DILIGENCE:**

A. EXISTING DOCUMENTS: Within 15 business days after the Effective Date of this Contract, Seller shall provide Buyer with a copy of all surveys, title reports or title insurance policies,

environmental and engineering reports and any other reports that pertain to the Property that are in the Seller's possession.

B. SURVEY: The Buyer shall have until **September 12, 2013** to have the property surveyed at its expense. If the survey shows any encroachments upon or shortages in the land herein described or that the improvements located on the land herein described encroach on the land of others, a copy of such survey shall be furnished to the Seller and the Seller shall have the time to cure such defect as the Contract allows to cure defects of title. Failure to so cure shall be regarded as a default by the Seller.

C. DUE DILIGENCE:

(1) Commencing on the Effective Date, Buyer and its engineers, architects, and other agents shall have until **September 12, 2013** (the "Due Diligence Period") within which to undertake such physical inspections and other investigations of, and inquiries concerning, the Property as may be necessary in order for Buyer to evaluate the physical characteristics of the Property, including environmental conditions, as well as such other matters as may be deemed by Buyer to be reasonably necessary to generally evaluate the Property and determine the feasibility and advisability of Buyer's purchase of the Property for the Buyer's Intended Use and for Public Parking. Specifically Buyer intends to cause to be prepared a conceptual site plan for City Commission review. In the event Buyer determines in its sole discretion, that the Property is not suitable for Buyer's Intended Use, Buyer may by written notice provided to Seller on or prior to expiration of the Due Diligence Period, terminate this Contract, upon which the Deposit shall be promptly returned to Buyer and except as otherwise provided herein, neither party shall have any further liability or obligation hereunder.

(2) For purposes of undertaking physical inspections and investigations of the Property, including but not limited to the Survey, Appraisal, Environmental Phase I, Environmental Phase II, soil studies, asbestos studies, topographical survey, land use and zoning review, water and sewer availability and capacity, ingress/egress, preliminary planning review, covenants and restrictions, coverage ratio, concurrency compliance, and construction time, Seller hereby grants to Buyer and its agents full right of entry upon the Property and any part thereof during the Due Diligence Period and, as long as this Contract has not been terminated, thereafter until Closing. Buyer, as a condition to its exercise of such right of entry, agrees to indemnify the Seller for claims brought against the Seller only to the extent that they are found to result from the sole negligence of the Buyer, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors or third party agents of the Buyer. This indemnification shall not be construed as a waiver of the Buyer's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the Buyer could be liable under the common law interpreting the limited waiver of sovereign immunity. An action may not be instituted on a claim against the Buyer unless the claimant presents the claim in writing to the Risk Manager within three years after such claim accrues or the Risk Manager denies the claim in writing. For purposes of this paragraph, the requirements of notice to the Risk Manager and denial of the claim are conditions precedent to maintaining an action but shall not be deemed to be elements of the cause of action and shall not affect the date on which the cause of action accrues. Notwithstanding any other provisions of this paragraph, the value of this indemnification is limited to the maximum sum of \$300,000 as the result of all claims and judgments arising out of the same incident or occurrence, not to exceed the sum of \$200,000 for any claim or judgment or portions thereof. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the Buyer to

only those damages caused by the Buyer's sole negligence, and shall specifically exclude any attorney's fees or costs associated therewith.

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

**9. SPECIAL CONDITIONS/CONTINGENCIES:**

CONTINGENCIES: None

NO CONTRACTUAL ZONING; NO CONTRACTING OF POLICE POWERS. The parties recognize that the Buyer is also the government entity that is vested with authority to grant or deny many of the required Final Approvals. The parties agree that nothing contained in this Contract shall be interpreted or construed as an approval, waiver or Contract to approve or waive any development plan, development permit, rezoning, comprehensive plan amendment or any other governmental requirement for the Buyer's Intended Use. Nothing contained in this Contract shall be interpreted or construed as contracting away the exercise of the police powers of the City.

**10. WARRANTIES & COVENANTS OF SELLER:**

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

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

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

D. ZONING: Seller warrants and covenants that the Property is presently zoned **Central City District (CCD)**. Seller further warrants and covenants that it has no knowledge or information of any existing or anticipated federal, state, county, municipal or other orders or actions which might adversely affect Buyer's intended use, as applicable.

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

**11. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. Immediately after closing, Buyer agrees to lease to Seller the Property under the terms and condition of the Lease Agreement attached hereto as Exhibit "B" and Seller

agrees to lease the Property and execute the Lease Agreement on or before the closing date.

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

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

14. **DISCLOSURES:**

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

B. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health unit.

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

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

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

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

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

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

- \_\_\_ CONDOMINIUM
- \_\_\_ HOMEOWNERS' ASSOCIATION
- \_\_\_ LEAD-BASED PAINT
- \_\_\_ INSULATION
- \_\_\_ "AS IS"
- \_\_\_ Other Comprehensive Rider Provisions
- \_\_\_ Addenda (Addendum Number 1)
- \_\_\_ Special Clause(s):

17. **STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"):** Buyer and Seller acknowledge receipt of a copy of Standards A through V on the reverse side or attached, which are incorporated as a part of this Contract, except as modified herein.

18. **REAL ESTATE COMMISSION:** Seller and Buyer each represent and warrant to the other that it has not dealt with any broker, salesperson, agent, or finder in connection with any of the transactions contemplated by this Contract, and insofar as each party knows, no broker,

salesperson, agent, finder, or other person is entitled to any commission or finder's fee in connection with any of the transactions contemplated by this Contract. Seller and Buyer each agree to indemnify, defend (by counsel reasonably satisfactory to the indemnified party), save, and hold harmless the other from and against any and all losses, claims, damages, liabilities, Fees and Costs, and all other expenses related to, growing out of, or arising from, any claims or demands for any brokerage commissions or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying party. The terms of this Section shall survive the Closing and any termination of this Contract.

- 19. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, shall not be affected thereby, and all other terms, covenants, conditions and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.
- 20. **NOTICE:** Any and all notices or demands by or from Seller to Buyer, or Buyer to Seller, shall be in writing. They will be served by certified mail. If served by certified mail, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States Mail, postage prepaid, addressed to the party to whom such notice or demand is to be given, as hereinafter provided, and the issuance of the registry receipt therefore.

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

AS TO CITY:                    Attention: City Manager  
                                        City of Gainesville  
                                        P.O. Box 490, MS 6  
                                        Gainesville, Florida 32627

COPY TO:                      Attention: City Attorney  
                                        City of Gainesville  
                                        P.O. Box 46  
                                        Gainesville, Florida 32627

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

AS TO SELLER:                 Peter L'Engle Theoktisto  
                                        35 Southeast 5<sup>th</sup> Avenue  
                                        Gainesville, Florida 32601

- 21. **ENTIRE CONTRACT:** This Contract and Exhibits thereto, constitute the entire understanding between the parties hereto with respect to the subject matter hereof and cannot be changed, modified, amended, terminated or any provision hereof waived except by an instrument in writing signed by the parties hereto.
- 22. **CAPTIONS:** The parties mutually agree that the headings and captions contained in this Contract are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Contract.
- 23. **COUNTERPARTS:** This Contract may be executed in several counterparts, each of which shall

be deemed an original, but all of which together shall constitute one and the same instrument.

- 24. **GOVERNING LAW:** The Laws of the State of Florida shall govern this Contract, venue in Alachua County, Florida.

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

**BUYER:**

**City of Gainesville, Florida, a municipal corporation**

\_\_\_\_\_  
 Russ Blackburn, City Manager

Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Print Name

***APPROVED AS TO FORM AND LEGALITY***

\_\_\_\_\_  
 City Attorney's Office  
 City of Gainesville

**SELLER(S):**

*Peter L'Engle Theoktisto*  
Peter L'Engle Theoktisto

Date: July 9, 2013

**WITNESSES:**

*Sam Bridges*  
Name

Sam Bridges  
Print Name

*Faith Myers*  
Name

Faith Myers  
Print Name

Seller's address for purposes of notice:

Phone:

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

**Scruggs & Carmichael, P.A., Escrow Agent**

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



## STANDARDS FOR REAL ESTATE TRANSACTIONS

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

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

**C. WOOD DESTROYING ORGANISMS:** Not Applicable

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

**E. LEASES:** Seller shall, at least 90 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

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

for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing of this Contract.

**G. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the Buyer.

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

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

**J. EXPENSES:** Buyer will pay taxes and recording fees on notes, mortgages and financing statements, and recording fees for the deed. Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title evidence, title examination, and closing fee (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph 5.

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

**L. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by Seller. Pending liens as of Closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

**M. INSPECTION, REPAIR AND MAINTENANCE:** Not Applicable

**N. RISK OF LOSS:** If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and Closing shall proceed pursuant to the terms of this Contract with

restoration costs escrowed at Closing. If the cost of restoration exceeds 3% of the assessed valuation of the Property so damaged, Buyer shall either take the Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.

**O. CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

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

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

**R. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this

Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

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

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

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

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

**Buyers Initials:** \_\_\_\_\_

**Sellers Initials:** BJ



**City of Gainesville**  
Community Development

**Exhibit "A"**

**Legend**

- City Limits
- Lot Split
- Cluster Subdivisions
- Creeks

**Aerial Image-2010**

**RGB**

- Red: Band 1
- Green: Band 2
- Blue: Band 3

This is not a contract. It is a representation of the information available to the City of Gainesville as of the date of the aerial image. The City of Gainesville is not responsible for any errors or omissions in this information.



City of Gainesville  
Dept. of Planning  
and Dev. Services

## Exhibit "B"

## LEASE AGREEMENT

1. **PARTIES:** This Lease is made between **PETER THEOKTISTO**, hereinafter referred to as Lessee, and **THE CITY OF GAINESVILLE, FLORIDA**, hereinafter referred to as Lessor.
2. **PREMISES:** The Lessor hereby leases to the Lessee, and the Lessee leases from the Lessor, for the term and upon the terms and conditions hereinafter set forth, the following described leased Premises, as described in Exhibit "A" by reference and referred to as "the Premises."
3. **TERM:** The term of this Lease shall commence on the 12<sup>th</sup> day of September, 2013, and shall continue on a month to month basis, to and including December 31, 2014, unless sooner terminated as provided.
4. **USE AND CHARACTER OF OCCUPANCY:** Lessee shall use the Premises for the operation of sound equipment and lighting rental and related purposes and for no other purpose. The parties hereto intend that Lessee continue to operate the same business as was being operated prior to the sale of the Premises to Lessor. Lessee shall comply with all rules, orders, ordinances, laws, and regulations of all governmental authorities or regulating boards having jurisdiction over the Premises, and the Premises shall be used and occupied in a careful, proper and legal manner.
5. **RENT:** Lessee agrees to pay to the Lessor rent of One and no/100 Dollar (\$1.00) per year during the term of the lease. In the event the Lessee becomes a holdover tenant or otherwise remains in possession of the lease Premises after December 31, 2014, Lessee agrees to pay Lessor the rent of \$500.00 per day for each and every day Lessee remains in possession after December 31, 2014.
6. **UTILITIES:** Lessee agrees to pay before delinquency any and all charges for gas, electricity, water, wastewater, stormwater, telephone, solid waste and recyclables collection, and all other utilities used by it. All utilities shall be accounts in the name of the Lessee, and the Lessor shall have no liability for the cost of such utilities.
7. **SUBLETTING AND ASSIGNMENT:** The Lessee shall not sublet the Premises or any part thereof nor assign this lease or any interest therein, without first obtaining the prior written consent of the Lessor.
8. **LOSS OR DAMAGE TO LESSEE'S PROPERTY:** All personal property of any kind or description whatsoever in or on the Premises, whether owned by Lessee or others, shall be at the Lessee's sole risk, and, in the absence of negligence or intentional conduct of Lessor, the Lessor shall not be liable for any damage done to or loss of such personal property, or otherwise be liable to Lessee because of any interruption of services or utilities.
9. **CASUALTY CLAUSE:** Lessee shall maintain, at Lessee's sole expense, its own insurance covering all of Lessee's personal property.
10. **MAINTENANCE AND REPAIR:** Lessee is familiar with the existing Premises and accepts same "as-is" with no warranties, guarantees, or representations from Lessor. Lessee

shall be responsible for all maintenance, whatsoever of the leased Premises. Lessor shall have no obligations concerning maintenance and repair. In the event Lessee determines it is not financially feasible, such as the work or damage is not covered by insurance or insurance proceeds are inadequate to complete the work, to repair or maintain the Premises, Lessee's sole remedy shall be to terminate the Lease and vacate the Premises.

In the event the Premises are destroyed or damaged in whole or in part by a casualty not covered by Lessee's insurance, or should insurance proceeds be insufficient to complete restoration, Lessee shall have the option to complete restoration within a reasonable time, or alternatively to terminate and cancel this lease and remit any insurance proceeds to Lessor, in which event this lease shall, on written notice from Lessee to Lessor and remission of proceeds of insurance, be terminated and cancelled and neither party shall then have any further obligation with respect to the other.

**11. INTERPRETATION:** The terms and provisions hereof shall be construed and interpreted without regard to which party may have drafted it. This lease shall be construed under the laws of the State of Florida.

**12. INSURANCE:** Lessee shall furnish Lessor proof of liability insurance in the form of a certificate or duplicate copy of the policy, such proof to be furnished annually and such policy to have minimum combined single limits of One Million Dollars (\$1,000,000.00) for death or injury to person and property damage. Such insurance shall be taken out and maintained in a reputable insurance company authorized to do business in the State of Florida, satisfactory to Lessor, and such policy shall name Lessor and its elected and appointed officers and employees as an additional insured and shall contain a ten (10) day notice requirement to Lessor before cancellation by the insurance company.

**13. TAXES and ASSESSMENTS:** Lessee shall pay all real property taxes assessed against the Premises occupied by Lessee and against any personal property owned by Lessee and located in the Premises prorated for the period of time Lessee is in possession under this lease for the year 2013 and 2014.

**14. INSURANCE COST:** Lessee shall also maintain its current hazard insurance on the Premises and shall add the Lessor as an additional insured. The coverage is currently \$200,000.00 for building replacement costs, and Lessee shall maintain such insurance throughout the term of this lease. Lessee shall provide proof of such insurance to Lessor.

**15. ENTRY:** Lessor shall have the right at all reasonable times to enter the Premises during business hours, upon reasonable prior notice to Lessee, for the purpose of examining or inspecting the same. Provided, however, Lessor shall have the right to enter the Premises at any time in emergency situations.

**16. BANKRUPTCY:** If, at any time during the term of this Lease, there shall be filed by or against Lessee in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, this Lease shall be deemed canceled and terminated prior to such filing. Lessee agrees to notify Lessor in writing of its intent to file for bankruptcy at least 30 days prior to such filing and Lessee shall vacate the Premises prior to such filing. In the event of bankruptcy by Lessee, neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of any order of any court shall be entitled to

take possession or remain in possession of the Premises, but shall vacate and surrender the Premises.

17. **DEFAULT:** In the event Lessee shall default in the performance of any of the terms or provisions of this lease other than the payment of monthly rent, Lessor shall notify Lessee by certified mail, return receipt requested, and within ten (10) days after receipt of such notice, if Lessee has failed to cure such default, or if the default is of such character as to require more than ten (10) days to cure, and Lessee shall fail to commence to do so within ten (10) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either such event, Lessor may declare this lease terminated.

18. **LESSOR'S COVENANTS:** None. Lessor accepts the Premises "as-is".

19. **QUIET ENJOYMENT:** Lessee, upon paying the rent and performing the covenants and agreements of this lease, shall quietly have, hold, and enjoy the Premises and all rights granted Lessee in the lease during the term thereof.

20. **ATTORNEY'S FEES AND COSTS:** In any litigation arising out of this lease, the prevailing party shall be entitled to recover reasonable attorney's fees, expenses, and costs at the trial level and appellate levels of all courts of competent jurisdiction.

21. **NOTICES:** Any notices required or permitted hereunder shall be in writing and delivered either in person to the other party or the other party's authorized agent, or by United States certified mail, return receipt requested, postage fully prepaid, to the party's address or to such other address as either party may designate in writing and deliver as herein provided.

22. **WAIVERS:** No waiver of any condition or covenant of this lease by either party hereto shall be deemed to imply or constitute a further waiver by such party of any other condition or covenant to said lease.

23. **COMPLETE AGREEMENT:** This lease contains a complete expression of the agreement between the parties, and there are no promises, representations, or inducements except such as are herein provided.

24. **BINDING EFFECT:** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their permitted respective heirs, legal representatives, successors, and assigns. Each gender shall include all genders, and the singular the plural, and the plural the singular.

25. **NOTICES:**

AS TO CITY:

Attention: City Manager  
City of Gainesville  
P.O. Box 490, MS 6  
Gainesville, Florida 32627

COPY TO:

Attention: City Attorney  
City of Gainesville  
P.O. Box 46  
Gainesville, Florida 32627



AS TO LESSEE:

Peter Theoktisto  
1206 Northwest 16<sup>th</sup> Place  
Gainesville, Florida 32609-3843

**26. MODIFICATIONS AND IMPROVEMENTS:** Lessee shall make no modifications, alterations, or improvements to the leased Premises without first obtaining the prior express written consent of the Lessor, which consent shall not be unreasonably withheld. Any improvements made by Lessee may be removed by Lessee if the same can be accomplished without material damage to the Premises. Any incidental damage caused by such removal shall be repaired at Lessee's expense.

At expiration or termination of this lease, the Lessee shall surrender the Premises in a clean and uncluttered condition, free of all trash and debris. All improvements located on the Premises at the inception of this lease shall be delivered in the same condition as existed on the first date of the lease term, reasonable wear and tear excepted.

**27. RIGHTS AND REMEDIES CUMULATIVE:** All rights and remedies of the parties hereto shall be cumulative and shall not be construed to exclude any other rights or remedies allowed by law consistent with the terms and conditions hereof.

**28. POSSIBILITY OF RADON GAS:** Pursuant to Florida law, you are hereby advised as follows:

**RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional radon and radon testing may be obtained from your county public health unit. (Florida Statutes, Section 404.056(8)).

**29. DECONSTRUCTION OF PREMISES:** If at any time during the term of this lease the Premises are destroyed or damaged in whole or in part by fire, or other casualty covered by the insurance carried by Lessee under Section 13, Lessee, at its sole cost and expense, shall promptly cause the same to be substantially restored to their prior existing condition (subject to any changes Lessee may reasonably require, and any laws, ordinances or regulations of the city or other applicable agencies), provided that insurance proceeds are adequate to complete the restoration.

In the event the Premises are destroyed or damaged in whole or in part by a casualty not covered by Lessee's insurance, or should insurance proceeds be insufficient to complete restoration, Lessee shall have the option to complete restoration within a reasonable time, or alternatively to terminate and cancel this lease and remit any insurance proceeds to Lessor, in which event this lease shall, on written notice from Lessee to Lessor and remission of proceeds of insurance, be terminated and cancelled and neither party shall then have any further obligation with respect to the other.

**30. INDEMNIFICATION:** Lessee shall be liable and shall indemnify, defend and hold the City, its officers, agents, and employees harmless from all claims, suits, judgments or damages

of any nature, including court costs and attorney's fees, arising out of or in connection with the Lessee's occupancy and use of the Premises.

### **31. HAZARDOUS SUBSTANCES/ENVIRONMENTAL INDEMNITY**

**A. Prohibition** The storage, use or disposal of Hazardous Substances on the Premises is prohibited.

**B. Environmental Indemnity** Without limiting Lessee's obligations under any other provision of this Lease, Lessee and its successors and assigns shall hereby indemnify, defend, protect, and hold Lessor, its officers, employees, elected officials, agents, lenders, consultants, independent contractors, and any successors to Landlord's interest ("Indemnified Parties") harmless from and against, and shall reimburse the Indemnified Parties for any and all losses, claims, liabilities, damages, costs, expenses, causes of action, judgments, damages, enforcement actions, taxes, remedial actions, the diminution in the value of the Premises, the Building, or any portion thereof, and injuries to persons, property or natural resources, arising out of Lessee's breach of any provision (or representation, warranty, or covenant) contained in this Section arising from, out of, in connection with, or as a consequence, directly or indirectly, of the Release or presence of any Hazardous Substances on, in, or beneath the Premises or that may have migrated from the Premises to any adjacent lands, air or water, which first occurs during the Term of this Lease, as the same may be extended by law or agreement of the parties, whether foreseeable or unforeseeable, and whether or not known to Lessee, it being understood and agreed that the foregoing indemnity includes, but is not limited to, all costs of removal, remediation of any kind, detoxification, clean up and disposal of such Hazardous Substances and the preparation of any closure or other required plans, all costs of determining whether the Premises is in compliance and causing the Premises to be in compliance with all applicable Environmental Laws, all costs and fees associated with claims for damages to persons, property, or natural resources, and Lessor's reasonable attorney's fees and consultant's fees and court costs in respect thereto, whether or not litigation or administrative proceedings shall occur, including all costs and expenses incurred or suffered by Lessor by reason of any violation of any applicable Environmental Law which first occurs, or has first occurred, upon the Premises during the Term of this Lease, as the same may be extended by law or agreement of the parties, or by reason of the imposition of fines or penalties, or any governmental lien for the recovery of environmental clean-up costs, expended by reason of such violation, it being expressly understood and agreed that to the extent the Indemnified Parties or any of them are strictly liable under any Environmental Laws, this indemnity shall apply without regard to the strict liability with respect to the violation of law which results in such liability. Lessee shall comply with all Environmental Laws throughout the Term of this Lease, as the same may be extended by law or agreement of the parties. Lessee hereby covenants and agrees that all obligations of Lessee under this Section shall survive any termination of the Lease, it being further understood and agreed that the rights of Landlord under this Section shall be in addition to any other rights and remedies under this Lease, or otherwise available to Landlord at law or in equity.

### **C. Definitions**

i. The term "Environmental Laws" shall mean and include any and all federal, state or local laws (whether under common law, statute, rule, regulation, ordinance or otherwise), requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority relating to or imposing liability or standards of conduct (including disclosure or notification) concerning the protection of human health or the environment, Hazardous Substances or any activity involving

Hazardous Substances, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq. ("CERCLA"), as amended; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6921 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. Sections 651 et seq ("OSHA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; the Federal Solid Waste Disposal Act, 42 U.S.C. Sections 6901 et seq.; the Clean Air Act, 42 U.S.C. Sections 7401 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 11001 et seq.; Chapters 376 and 403, Florida Statutes; Chapter 62, Florida Administrative Code; and any regulation implementing the above.

ii. The term "Hazardous Substances" shall have the meaning ascribed to it in CERCLA; provided, however, that the definition of the term "Hazardous Substances" shall also include (if not included within the definition contained in CERCLA) any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), hydrocarbons, radon, urea, urea formaldehyde, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled, limited or regulated in any manner under any Environmental Laws.

iii. The term "Release" shall have the meaning ascribed to it in CERCLA and shall also include (if not included within the definition contained in CERCLA) any spill, leak, emission, discharge or disposal of Hazardous Substances into the environment.

iv. The term "Notice" shall mean any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from the Florida Department of Environmental Protection ("FDEP"), the United States Environmental Protection Agency ("USEPA"), the United States Occupational Safety and Health Administration ("OSHA") or other federal, state or local agency or authority, or any other entity or any individual, concerning any act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the State of Florida, or into waters outside the jurisdiction of the State of Florida, or into the environment.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Signed, sealed and delivered  
in our presence:

LESSOR:  
CITY OF GAINESVILLE

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Russ Blackburn, Manager

\_\_\_\_\_

Print Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Russ Blackburn, Manager, of the City of Gainesville, Florida, a municipal corporation, of the State of Florida.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

LESSEE:

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Peter Theoktisto

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Peter Theoktisto, who is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit "A"**

Preliminary legal description of the Real Property located in Alachua County, Florida:

Commence at the Southeast corner of the intersection of S.E. 5<sup>th</sup> Avenue, (formerly Market Street) and South Main Street in the city of Gainesville, Alachua County, Florida, and run East 173.61 feet along the south side of S.E. 5<sup>th</sup> Avenue to the Point of Beginning of the lot herein described. From said point of beginning run East along the South side of said S.E. 5<sup>th</sup> Avenue, 150.09 feet; thence run South 206.91 feet to the North line of S.E. 6<sup>th</sup> Avenue (formerly Pine Street); thence run West 150 feet along the North line of S.E. 6<sup>th</sup> Avenue; thence run North 211.63 feet to the point of beginning. Said Land lying South of Oak Hall Plat in that portion of Gainesville not platted in the South east Quarter of Section Five (5), Township Ten (10) South, Range Twenty (20) East and described in the unrecorded survey No. 6106 prepared by The Perry McGriff Co., Inc., on April 3, 1968.

LESS and except those certain lands described in that certain right of way by the City of Gainesville filed April 22, 1977 and recorded in Official Records Book 1062, page 550, Public Records of Alachua County, Florida.