

**CONTRACT TO PURCHASE REAL PROPERTY**  
(COUNTY and CITY to Purchase Real Property from Private Entity)

SELLER HEREBY GRANTS AND MAKES this CONTRACT for the sale of REAL PROPERTY to the COUNTY and CITY as defined below:

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

*SELLER* shall mean Sandra Weiss and Kenneth Edelman, as Co-Trustees of the Arthur D. Weiss Declaration of Trust dated October 2, 2003.

*COUNTY* shall mean Alachua County, Florida, a charter county and political subdivision of the State of Florida.

*CITY* shall mean the City of Gainesville, a municipal corporation.

*CONTRACT* shall mean this "Contract to Purchase Real Property".

*CLOSING AGENT* shall mean the law firm of Holden, Carpenter & Roscow, PL, a Florida Limited Liability Company, with offices at 5608 NW 43<sup>rd</sup> Street, Gainesville, Florida, 32653; Phone (352) 373-7788 or Dell Salter, P.A., a Florida Corporation, with offices at 3940 NW 16<sup>th</sup> Boulevard, Building B, Gainesville, Florida, 32605; Phone (352) 416-0090. The CLOSING AGENT is the attorney for the COUNTY and CITY notwithstanding its other duties herein and shall continue to act as attorney for the COUNTY and CITY only, and not the SELLER, regarding the CONTRACT and this transaction.

*BROKER* shall mean the SELLER's listing broker Metz & Co., Inc. and Ronald A. Weiss Real Estate.

*EFFECTIVE DATE* shall mean the date the final party fully executes and approves this CONTRACT.

*CLOSING DATE* shall mean the date the closing of this transaction shall occur.

*PROPERTY* shall mean those certain parcels of real property as described on the attached Exhibit "A".

*TITLE COMMITMENT* shall mean the written commitment of a Florida licensed title insurance company to insure and provide title insurance policies to the COUNTY and the CITY. The CLOSING AGENT shall ensure the COUNTY and the CITY are the named insureds for the portions of the PROPERTY the COUNTY and the CITY take title to, respectively.

*SURVEYED ACRES* shall mean the total number of acres of the PROPERTY excluding:

(1) public rights of way; (2) railroad rights of way; (3) cemeteries; (4) lands under control or possession of anyone other than the SELLER; and/or (5) lands below the ordinary high water line or mean high water line of any river, lake or stream, if any.

*SURVEY* shall mean the boundary survey of the PROPERTY made by a Florida licensed surveyor who the COUNTY shall select from its list of approved surveyors. The surveyor shall: (1) certify the SURVEY to the COUNTY, the CITY, the SELLER, the CLOSING AGENT, and the Florida licensed title insurance company issuing the TITLE COMMITMENT; (2) meet the requirements of Chapter 472, Florida Statutes; (3) provide a "meets and bounds" legal description of the PROPERTY; (4) list the exact number of SURVEYED ACRES to the hundredth decimal place or as reasonably practical; and (5) delineate the boundary between the portions of the PROPERTY to which the COUNTY and the CITY are taking title, respectively, provided the COUNTY and CITY furnish such information to the surveyor.

*PURCHASE PRICE* shall mean the product of the SURVEYED ACRES multiplied by: \$6,126.93, per acre.

*ENVIRONMENTAL REPORTS* shall mean any and all environmental site assessments, audits, reports, and/or correspondence relating to any potential environmental matters on any portion of the PROPERTY.

2. SALE OF PROPERTY: The SELLER shall sell the PROPERTY to the COUNTY and the CITY, and the COUNTY and the CITY shall purchase the PROPERTY from the SELLER. The COUNTY shall take title to one portion of the PROPERTY and the CITY shall take title to the remaining portion of the PROPERTY as described on the attached Exhibit "B".
3. PRICE: In exchange for receiving fee simple title to the respective portions of the PROPERTY, the COUNTY and the CITY shall pay the PURCHASE PRICE to the SELLER in cash at closing. The CITY shall contribute \$1,500,000.00 towards the PURCHASE PRICE in exchange for title to approximately 244.82 acres of the PROPERTY in the approximate location as shown on Exhibit "B", and the COUNTY shall be responsible for the remaining amount (approximately \$2,859,500.00), as adjusted according to the total number of SURVEYED ACRES.
4. BINDER: The COUNTY and CITY owe the SELLER no binder.
5. EXPENSES: The parties shall pay closing costs and expenses as follows:

**SELLER:**

- Documentary stamp tax on the deeds of conveyance
- Past-due taxes (if any)
- Title insurance policy for the COUNTY's portion of the PROPERTY (including all related search and abstract fees)

- Title insurance policy for the CITY's portion of the PROPERTY (including all related search and abstract fees)
- SELLER's attorney's fees
- SELLER's brokerage fees

COUNTY:

- COUNTY's pro rata share (65.6%) of environmental site assessment costs
- COUNTY's pro rata share (65.6%) of SURVEY costs
- COUNTY's pro rata share (65.6%) of the CLOSING AGENT fees (including the Preparation of all closing documents, except those that are necessary to cure title defects and are thus SELLER's responsibility)
- COUNTY's pro rata share (65.6%) of recording costs
- COUNTY's attorney's fees

CITY:

- CITY's pro rata share (34.4%) of environmental site assessment costs
- CITY's pro rata share (34.4%) of SURVEY costs
- CITY's pro rata share (34.4%) of the CLOSING AGENT fees (including the Preparation of all closing documents, except those that are necessary to cure title defects and are thus SELLER's responsibility)
- CITY's pro rata share (34.4%) of recording costs
- CITY's attorney's fees

6. AD VALOREM TAXES AND ASSESSMENTS ON THE PROPERTY:

- 6.1 For the year of closing, the SELLER shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the PROPERTY, to discharge the lien of such ad valorem taxes and assessments. The SELLER may take advantage of all legal procedures for discharging such lien by paying an estimated, prorated amount into escrow with the applicable tax collector(s) as provided by Section 196.295, Florida Statutes, Rule 12D-13.016, Florida Administrative Code and other applicable provisions of law.
- 6.2 For all years prior to the year of closing, the SELLER shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the PROPERTY, to discharge any and all liens of such ad valorem taxes and assessments.

- 7. CLOSING: The closing of this transaction shall take place at or through the offices of the CLOSING AGENT. The CLOSING DATE shall be ninety (90) days after the EFFECTIVE DATE of the CONTRACT unless otherwise provided for herein or agreed to by the parties in writing. If the CLOSING DATE falls on a Saturday or Sunday or on a

holiday where either the COUNTY or the CITY are closed for regular business, then the CLOSING DATE shall be the next available day where both the COUNTY and the CITY are open for regular business. The Director of the COUNTY's Parks and Conservation Lands Department may extend the CLOSING DATE on behalf of the COUNTY without further approval by the Alachua County Board of County Commissioners. The City Manager or designee may extend the CLOSING DATE on behalf of the CITY without further approval by the Gainesville City Commission.

8. CONVEYANCE: At closing, the SELLER shall convey fee simple title to the COUNTY and to the CITY by general warranty deed for each portion of the PROPERTY to be taken separately, free and clear of all liens and encumbrances except for those matters expressly allowed for herein or otherwise agreed to by the parties in writing. The Alachua County Board of County Commissioners authorizes the Director of the COUNTY Parks and Conservation Lands Department to accept liens and encumbrances related to the PROPERTY without requiring further approval of the Board. The deeds of conveyance shall: (1) utilize the "meets and bounds" legal descriptions of the COUNTY's and the CITY's respective portions of the PROPERTY as shown on the SURVEY; and (2) meet the standards of the CLOSING AGENT, the COUNTY, and the CITY as to form. Possession of the PROPERTY shall pass to the COUNTY and to the CITY at the time of closing.
9. CLOSING DOCUMENTS: The SELLER shall deliver or provide the CLOSING AGENT with information necessary to produce the following documents at or prior to closing:
  - 9.1 An Affidavit of Non-Foreign Status, Notice of Non-Recognition, or Withholding Certificate, to establish compliance with the Foreign Investment and Real Property Tax Act of 1980 "FIRPTA". Any such documents supplied by the SELLER must comply with the provisions of FIRPTA and any regulations or rules promulgated thereunder, and the COUNTY and CITY must not have actual knowledge or have received notice that such document is false. If the SELLER fails to deliver such document or the COUNTY and CITY have actual knowledge or have received notice that such document is false, then the CLOSING AGENT shall withhold 10% - 15% of the amount realized by the SELLER and shall remit such amount to the IRS at closing along with the properly completed remittance form.
  - 9.2 An affidavit attesting to the following: (a) SELLER knows of no claims of lien or potential lienors affecting the PROPERTY; (b) no improvements or repairs made to the PROPERTY remain unpaid; and (c) no party other than the SELLER possesses or has the right to possess the PROPERTY.
  - 9.3 An environmental affidavit affirming the SELLER's representations and warranties listed in paragraphs 19.3 through 19.7.

- 9.4 IRS 1099 Form, if required.
- 9.5 Incumbency Certificate, Resolution and Affidavit, in form acceptable to the closing agent, from the SELLER if the SELLER is not a natural person.
- 9.6 Any other documents or information the CLOSING AGENT reasonably requests or requires to complete the transaction.

10. TITLE EVIDENCE: Within thirty (30) days after the EFFECTIVE DATE, the COUNTY and CITY shall obtain the TITLE COMMITMENT. If the TITLE COMMITMENT reflects: (1) someone other than the SELLER has an ownership interest in any portion of the PROPERTY; (2) defects in title are present in any portion of the PROPERTY; (3) that any portion of the PROPERTY has no legal access; and/or (4) exceptions to title that the COUNTY and/or CITY deem unacceptable, other than those matters that shall be discharged by the SELLER at or before closing (collectively referred to as the "Title Defects"), the COUNTY and/or CITY shall provide written notice to the SELLER of the Title Defects prior to closing. Should the COUNTY and/or CITY provide such notice, the SELLER shall have sixty (60) days after the date of notice to correct or remove the Title Defects. In that event, the CLOSING DATE shall be extended seventy (70) days after the date of such notice (the "Extended CLOSING DATE"). If the SELLER is unable or unwilling to correct or remove the Title Defects within the sixty (60) day time period, the COUNTY and CITY may either: (a) as jointly determined and agreed upon by the Director of the COUNTY's Parks and Conservation Lands Department and CITY staff, accept the Title Defects and close this transaction according to the terms of the CONTRACT no later than the end of the Extended CLOSING DATE; or (b) terminate the CONTRACT by written notice to the SELLER, as may be determined and elected by either the Director of the COUNTY's Parks and Conservation Lands Department or CITY Staff, without the approval or agreement of the other, whereupon all parties shall be relieved of all further obligations under the CONTRACT. Notwithstanding anything else herein to the contrary, the SELLER shall, at closing, pay off, fully satisfy, and remove all encumbrances on the title to the PROPERTY which can be paid off and discharged from the sale proceeds, including, without limitation, mortgages, judgments, claims of lien and similar items.

11. SURVEY: No later than five (5) days before CLOSING, the COUNTY and CITY shall obtain the SURVEY. If the SURVEY reflects any encroachments or other boundary defects in the PROPERTY that would adversely affect the marketability of any portion of the PROPERTY, and such defects are deemed unacceptable by the COUNTY and/or the CITY (collectively the "Survey Defects"), the COUNTY and/or CITY shall provide written notice to the SELLER of the Survey Defects prior to closing. Should the COUNTY and/or CITY provide such notice, the SELLER shall have sixty (60) days after the date of notice to correct or remove the Survey Defects. In that event, the CLOSING DATE shall be extended seventy (70) days after the date of such notice (the "Extended CLOSING DATE"). If the SELLER is unable or unwilling to correct or remove the Survey Defects within the sixty (60) day time period, the COUNTY and CITY may

either: (a) as jointly determined and agreed upon by the Director of the COUNTY's Parks and Conservation Lands Department and CITY staff, accept the Title Defects and close this transaction according to the terms of the CONTRACT no later than the end of the Extended CLOSING DATE; or (b) terminate the CONTRACT by written notice to the SELLER, as may be determined and elected by either the Director of the COUNTY's Parks and Conservation Lands Department or CITY Staff, without the approval or agreement of the other, whereupon all parties shall be relieved of all further obligations under the CONTRACT.

12. ENVIRONMENTAL: No later than five (5) days before CLOSING, the COUNTY and CITY may, at the COUNTY and CITY's option and expense, have an environmental site assessment performed on the PROPERTY. If the results of any ENVIRONMENTAL REPORTS furnished to the COUNTY and CITY by a third party consultant or the SELLER reveal that any portion of the PROPERTY is contaminated or violates applicable federal, state or local laws, ordinances, codes, rules, orders or regulations relating to pollution or protection of the environment or to threatened or endangered species (collectively the "Environmental Defects"), the COUNTY and/or CITY shall provide written notice to the SELLER of the Environmental Defects prior to closing. Should the COUNTY and/or CITY provide such notice, the SELLER shall have sixty (60) days after the date of notice to correct or remove the Environmental Defects. In that event, the CLOSING DATE shall be extended seventy (70) days after the date of such notice (the "Extended CLOSING DATE"). If the SELLER is unable or unwilling to correct or remove the Environmental Defects within the sixty (60) day time period, the COUNTY and CITY may either: (a) as jointly determined and agreed upon by the Director of the COUNTY's Parks and Conservation Lands Department and CITY staff, accept the Environmental Defects and close this transaction according to the terms of the CONTRACT no later than the end of the Extended CLOSING DATE, or (b) terminate the CONTRACT by written notice to the SELLER, as may be determined and elected by either the Director of the COUNTY's Parks and Conservation Lands Department or CITY Staff, without the approval or agreement of the other, whereupon all parties shall be relieved of all further obligations under the CONTRACT.
13. CASUALTY LOSS: In the event any portion of the timber or improvements located on the PROPERTY is damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to closing, to an extent greater than Two Thousand and No/100 Dollars (\$2,000.00) in value, then the COUNTY and CITY, as determined by the Director of the COUNTY's Parks and Conservation Lands Department, and agreed upon with CITY staff, may either: (a) accept such loss and close this transaction according to the terms of the CONTRACT; or (b) terminate the CONTRACT by written notice to the SELLER, whereupon all parties shall be relieved of all further obligations under the CONTRACT. Provided, however, if the COUNTY and CITY proceed to closing, the SELLER shall be obligated to repair all damage to the improvements to the extent covered by insurance, regardless of the amount of such damage. Should the COUNTY and CITY be unable to reach an agreement as to whether the loss or damage is acceptable, either the COUNTY or the CITY may provide the SELLER with such notice,

and this CONTRACT shall terminate immediately, whereupon all parties shall be relieved of all further obligations under the CONTRACT.

14. PERSONAL PROPERTY: No later than five (5) days before CLOSING, the COUNTY and CITY may, at the COUNTY and CITY's option and expense, perform visual inspection of the PROPERTY. If the results of the visual inspection reveal that any portion of the PROPERTY contains personal property, refuse, garbage, junk, rubbish, trash and debris (the "Debris"), the COUNTY and/or CITY may provide written notice to the SELLER of the Debris prior to closing. Should the COUNTY and/or CITY provide such notice, the SELLER shall have sixty (60) days after the date of notice to remove the Debris and shall remove all Debris identified in the written notice within said time period. In that event, the CLOSING DATE shall be extended seventy (70) days after the date of such notice (the "Extended CLOSING DATE"). If the SELLER is unable or unwilling to remove the Debris within the sixty (60) day time period, the COUNTY and CITY, as determined by the Director of the COUNTY's Parks and Conservation Lands Department, and agreed upon with CITY staff, may either: (a) accept the PROPERTY with the Debris and close this transaction according to the terms of the CONTRACT no later than the end of the Extended CLOSING DATE; or (b) terminate the CONTRACT by written notice to the SELLER, whereupon all parties shall be relieved of all further obligations under the CONTRACT.
15. CONTINGENCY: This CONTRACT shall not be binding against any party and shall have no effect unless and until both of the following have occurred, in no particular order: 1) the Alachua County Board of County Commissioners approves and executes the CONTRACT; and 2) the City Commission of the City of Gainesville approves this CONTRACT. Should the Alachua County Board of County Commissioners or the Gainesville City Commission vote to reject this CONTRACT, either the COUNTY or the CITY may elect to proceed with the purchase of the PROPERTY solely and independently of the rejecting party. Upon the electing party providing written notice to the SELLER, the rejecting party shall have no further rights or obligations under the CONTRACT.
16. REMEDIES FOR DEFAULT. Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of the CONTRACT shall be as follows:
  - 16.1 Should the SELLER default on any terms of the CONTRACT, the COUNTY and CITY shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure (i) title problems which cannot be cured by payment of a portion of the sale proceeds at closing, (ii) failure to cure survey problems, or (iii) failure to cure environmental matters); or (b) cancel the CONTRACT, in which event, the parties shall have no further obligations under the CONTRACT.
  - 16.2 Should the COUNTY and CITY default on any terms of the CONTRACT, then

the SELLER may cancel the CONTRACT, and retain the PROPERTY in which event all parties shall be relieved of all further obligations to the other parties.

17. ACCESS TO PROPERTY FOR INVESTIGATION. The COUNTY and CITY and its agents, servants, employees, representatives, consultants, contractors, or licensees shall have the right of entry upon the PROPERTY from the EFFECTIVE DATE until closing for all lawful purposes associated with the CONTRACT. Such lawful purposes shall include, but not be limited to inspecting, surveying, photographing, appraising, cruising timber, conducting environmental assessments and taking soil, water and plant samples using borings, probes and test wells.
18. BROKER'S COMMISSION. Other than the SELLER's BROKER, each party represents to the other party that no other real estate professional nor broker has been involved in this transaction (or claims any commission). The SELLER agrees to hold harmless and indemnify the COUNTY and CITY for any commission owed to the BROKER involved in this transaction. SELLER shall be solely responsible for all commission and fees due the BROKER. The BROKER's commission shall be payable upon closing and equal to four percent (4%) of the PURCHASE PRICE. The BROKER's commission shall be payable as follows: Metz & Co. Inc. (3.2%) and Ronald A. Weiss Real Estate (0.8%).
19. THE SELLER'S REPRESENTATIONS. The SELLER warrants and represents to the COUNTY and CITY that:
  - 19.1 Except for those matters that will be discharged at closing, the SELLER, and only the SELLER, holds fee simple title to the PROPERTY.
  - 19.2 The person executing the CONTRACT for the SELLER either is the SELLER or has the legal authority to execute the CONTRACT and bind the SELLER.
  - 19.3 Other than in compliance with all applicable environmental laws, rules and regulations, the SELLER has not disposed of nor dumped any hazardous waste or other environmental pollutants onto the PROPERTY, and the SELLER has no actual knowledge, without inquiry, that any third party has dumped any hazardous waste or other environmental pollutants onto the PROPERTY.
  - 19.4 To the best of the SELLER's actual information and belief, without inquiry, no party has ever used the PROPERTY as a dump, landfill or garbage disposal site.
  - 19.5 To the best of the SELLER's actual information and belief, without inquiry, the PROPERTY presently complies with all applicable environmental laws, rules and regulations.
  - 19.6 The SELLER is unaware, without inquiry, of any previous violations of applicable environmental laws, rules and regulations regarding the PROPERTY.



- 19.7 The SELLER has not received actual notice, without inquiry, 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. The SELLER shall, after closing, indemnify, defend and hold the COUNTY and CITY harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses (including attorney's fees and court costs) caused by, arising from or any way related to the invalidity of the foregoing representations and/or actual damage to the environment, agency costs of investigation, personal injury or death, or damage to property, due to a release or alleged release of hazardous materials on or under the PROPERTY or in the surface or ground water located on or under the PROPERTY, or gaseous emissions from the PROPERTY or any other adverse environmental condition existing on the PROPERTY, occurring prior to closing.
- 19.8 The SELLER is not aware that there are any endangered species (as defined by state or federal law) on the PROPERTY.
- 19.9 The SELLER is not a "foreign person" as that term is defined in 26 U.S.C.A. § 1445(f)(3), nor is the sale of the PROPERTY subject to any withholding requirements imposed by the Internal Revenue Code, including, but not limited to 26 U.S.C.A. § 1445.
- 19.10 Upon closing, sole and exclusive possession of the PROPERTY shall transfer to the COUNTY and CITY only. Prior to closing Seller shall terminate all leases and licenses including, but not limited to, the Seller's lease with the Water Valley Road Bow Club, LLC and Lamar Advertising.
- 19.11 No valid claims, rights to offsets, or litigation, actual or threatened, to the knowledge of SELLER, exist with regard to the PROPERTY.
- 19.12 SELLER is not subject to any bankruptcy proceeding, assignment for benefit of creditors, receivership or similar proceedings and that the conveyance of the PROPERTY as set out herein will not result in the SELLER becoming bankrupt or insolvent.
20. DOCUMENTS AND INFORMATION SELLER SHALL PROVIDE. The SELLER shall furnish, by the following deadlines, the following documents and information:
- 20.1 Within seven (7) days after the EFFECTIVE DATE, the following:
- 20.1.1 Copies of all title insurance policies, commitments, abstracts, opinions, searches and/or reports for any portion of the PROPERTY in the SELLER's possession or control.

- 20.1.2 Copies of all surveys of any portion of the PROPERTY in the SELLER's possession or control.
- 20.1.3 Copies of all ENVIRONMENTAL REPORTS in the SELLER's possession or control.
- 20.1.4 Copies of all leases, contracts, options, easements, licenses, mortgages, financing statements, security agreements, judgments, liens, claims of lien, and all similar documents, known to the SELLER, which are then in effect and may affect the title to the PROPERTY or the SELLER's ability to convey good title to the PROPERTY.
- 20.1.5 A completed Beneficial Interest and Disclosure Affidavit as required by Sections 286.23(1), and 380.08(2), Florida Statutes. (If applicable, a form for such purposes shall be provided by the COUNTY and CITY and used by the SELLER.)
- 20.1.6 The SELLER's social security or Federal Tax ID number.
- 20.2 Upon request and from time to time, the following:
  - 20.2.1 Copies of payoff and estoppel letters from lenders and others holding liens on the property. (It shall also be the obligation of the SELLER to demand the same from all lenders and similar parties upon the request of the COUNTY or the CITY.)
- 21. NO ALTERATIONS PRIOR TO CLOSING. After the EFFECTIVE DATE, the SELLER will not, without prior written consent from the COUNTY and CITY:
  - 21.1 Cut any timber from the PROPERTY or otherwise alter the PROPERTY, or
  - 21.1 Execute or enter into any lease, contract, option, easement, license, mortgage, financing statement, security agreement, or similar document concerning or affecting the PROPERTY.
- 22. EMINENT DOMAIN. The SELLER has no knowledge of any threatened or pending eminent domain proceedings affecting the PROPERTY. In the event eminent domain proceedings are pending (without SELLER's knowledge) or instituted after the EFFECTIVE DATE, to acquire all or any part of PROPERTY, the parties agree that:
  - 22.1 The SELLER shall, upon discovery, immediately notify the COUNTY and CITY of such threatened or pending eminent domain proceedings and provide to the COUNTY and CITY copies of all written correspondences, pleadings or other papers concerning the eminent domain proceeding as the SELLER receives them.
  - 22.2 The COUNTY and CITY may either:

22.2.1 Terminate the CONTRACT by written notice to the SELLER, whereupon the parties shall be relieved of all further obligations under the CONTRACT; or

22.2.2 The COUNTY and CITY may elect to keep the CONTRACT in full force and effect and assume sole control and direction (including settlement authority) of the eminent domain proceedings. The COUNTY and CITY shall receive the eminent domain award and the PURCHASE PRICE shall remain as defined above. The SELLER shall execute all assignments or documents as are necessary to accomplish the same. Should the COUNTY and CITY be unable to reach an agreement as to the elections available under this paragraph, either the COUNTY or CITY may provide the SELLER with written notice, and this CONTRACT shall terminate immediately, whereupon all parties shall be relieved of all further obligations under the CONTRACT.

23. NOTICES. All notices required or permitted under the CONTRACT shall be in writing and delivered to the receiving parties by pre-paid postage, United States Mail certified or registered, return receipt requested, a recognized overnight carrier (i.e., Federal Express or UPS), facsimile, email transmission, or personal delivery as follows:

To the SELLER:

Name: Sandra Weiss and Kenneth Edelman, as Co-Trustees of the Arthur D. Weiss Declaration of Trust dated October 2, 2003

With copy to:

Sandra Weiss  
19687 Oakbrook Circle  
Boca Raton, FL 33434  
Telephone: (561) 483-7822  
Facsimile: (561) 483-7844

AND

Kenneth Edelman, P.A.  
2255 Glades Rd., Ste. 337W  
Boca Raton, FL 33431  
Telephone: (561) 395-0500  
Facsimile: (561) 338-7532  
Email Address: kedelman@edelmanpa.com

To the COUNTY:

Name: Charles H. Houder, III  
Address: Alachua County Parks and Conservation Lands  
408 W University Avenue, Suite 106  
Gainesville, FL 32601  
Fax Number: (352) 264-6804  
Email Address: chouder@alachuacounty.us

To the CITY:

Name: Anthony Lyons, Manager

Address: City of Gainesville  
P.O. Box 490, MS 6  
Gainesville, Florida 32627-0490  
Telephone: (352) 334-5010  
Fax Number: (352) 334-3119  
Email Address: [citymgr@cityofgainesville.org](mailto:citymgr@cityofgainesville.org)  
With copy to:

Attention: City Attorney  
City of Gainesville  
P.O. Box 490, Station 46  
Gainesville, Florida 32627  
Telephone: (352) 334-5011  
Facsimile: (352) 334-2229  
Email Address: [legal@cityofgainesville.org](mailto:legal@cityofgainesville.org)

To change or update any of the addresses above, the notifying party shall provide notice of the change in writing to all other parties using the methods set out above. The date of notice shall be the date the notifying party sends notice to the receiving parties. If the notifying party delivers personal notice to the receiving parties, the receiving party shall have received notice upon receipt thereof.


24. RECORDING. The COUNTY and CITY may record the CONTRACT or a notice thereof in the county where the PROPERTY is located. The SELLER will execute any such notice for recording upon the request of either the COUNTY or the CITY.
25. ASSIGNING THE CONTRACT. No party may assign its rights under the CONTRACT without prior written consent of the other parties, except that the SELLER shall deed the PROPERTY, or any part or parts thereof, to any persons or entities as directed by the COUNTY and CITY.
26. TIME IS OF THE ESSENCE. In all matters relating to the CONTRACT, time is of the essence.
27. DEFERRED EXCHANGE. SELLER may structure this transaction as a "like kind exchange" under § 1031 of the Internal Revenue Code. The COUNTY and CITY agree to execute documents reasonably necessary to accomplish a § 1031 exchange unless it: (1) delays the closing of this transaction, (2) results in any additional cost to the COUNTY and CITY, or (3) otherwise adversely affects the transaction.
28. GOVERNING LAW. The laws of the State of Florida shall govern the CONTRACT.
29. NON-MERGER CLAUSE. The terms of the CONTRACT shall survive closing.
30. VENUE AND JURISDICTION OF LITIGATION. Alachua County, Florida shall be the sole and exclusive venue for any lawsuit filed relating to the CONTRACT.

31. NO WAIVER OF RIGHT TO TRIAL BY JURY. Each party reserves its right to demand trial by jury.
32. SOVEREIGN IMMUNITY. The COUNTY and CITY retain all sovereign immunity protections provided the COUNTY or the CITY under Section 768.28, Florida Statutes, or otherwise.
33. NO THIRD PARTY BENEFICIARIES. The provisions of the CONTRACT are for the sole and exclusive benefit of the SELLER, the COUNTY, and the CITY. No provision of the CONTRACT shall be for the benefit of any other person or entity, and no other person or entity shall acquire any rights under the CONTRACT.
34. ENTIRE AGREEMENT. The CONTRACT supersedes all previous agreements, oral or written, between SELLER, the COUNTY, and the CITY. The CONTRACT represents the whole and entire agreement between the parties. No party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided for in the CONTRACT.
35. AMENDMENT, REVOCATION OR ABANDONMENT OF THE CONTRACT. The parties shall not amend, revoke, or abandon the CONTRACT except through a written agreement executed by all parties with the same formalities as the CONTRACT.
36. CONSTRUCTION. The CONTRACT reflects the fair and accurate negotiations of the parties. No party shall benefit or suffer due to its role as drafter of the CONTRACT.
37. FURTHER ASSURANCES. The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of the CONTRACT.
38. BINDING EFFECT. The CONTRACT shall be binding on the parties hereto, and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, and permitted assigns.
40. MISCELLANEOUS. The parties may execute the CONTRACT in any number of counterparts, each of which shall be an original, but all of which together shall constitute the sole and same instrument. The CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be automatically extended to the next day which is not a Saturday, Sunday or legal holiday.

EXECUTED this 20 day of April, 2018, by the SELLER, Sandra Weiss, as Co-Trustee of the Arthur D. Weiss Declaration of Trust dated October 2, 2003.

Signed, sealed and delivered in the presence of:

The Arthur D. Weiss Declaration of Trust dated October 2, 2003

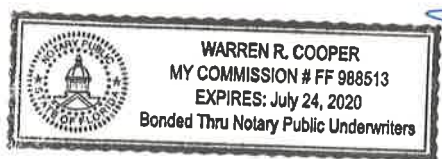
  
print name: BRENDA CANN

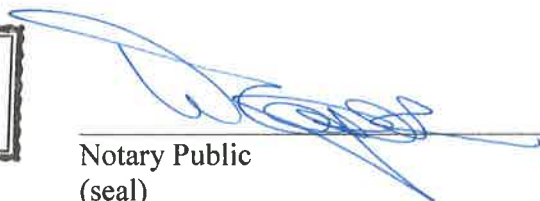
By:   
Sandra Weiss  
As its Co-Trustee

  
print name: WARREN R. COOPER

STATE OF FLORIDA  
COUNTY OF Palm Beach

Acknowledged before me this 20 day of April, 2018, by Sandra Weiss, as Co-Trustee of the Arthur D. Weiss Declaration of Trust dated October 2, 2003, who is  personally known to me or  produced \_\_\_\_\_ as identification.

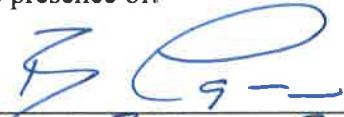



  
Notary Public  
(seal)

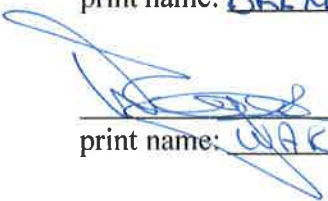
EXECUTED this 20 day of April, 2018, by the SELLER, Kenneth Edelman, as Co-Trustee of the Arthur D. Weiss Declaration of Trust dated October 2, 2003.

Signed, sealed and delivered  
the presence of:

The Arthur D. Weiss Declaration of Trust dated in  
October 2, 2003

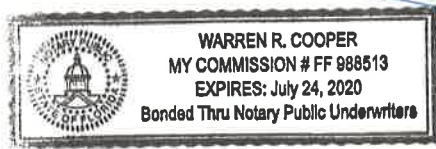
  
print name: BRENDA CANN

By:   
Kenneth Edelman  
As its Co-Trustee

  
print name: WARREN R. COOPER

STATE OF FLORIDA  
COUNTY OF Palm Beach

Acknowledged before me this 20 day of April, 2018, by Kenneth Edelman, as Co-Trustee of the Arthur D. Weiss Declaration of Trust dated October 2, 2003, who is  personally known to me or [ ] produced \_\_\_\_\_ as identification.



  
Notary Public  
(seal)

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018 by Alachua County, Florida, a charter county and political subdivision of the State of Florida.

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Lee Pinkoson, Chair  
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Jesse K. Irby, II, Clerk

\_\_\_\_\_  
Alachua County Attorney's Office

(seal)



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by the City of Gainesville, FL, a municipal corporation.

CITY OF GAINESVILLE, FLORIDA

By: \_\_\_\_\_  
Anthony Lyons  
City Manager

ATTEST:

\_\_\_\_\_  
Omichele Gainey, Clerk

(seal)

APPROVED AS TO FORM:

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

**EXHIBIT "A" - Legal Description**

The land referred herein below is situated in the County of Alachua, State of Florida, and is described as follows:

Borrow Pit No. 1

That part of:

The NE 1/4 Section 11, Township 9 South, Range 19 East described as follows:

Commence on the East line of Said Section 11, at a point 1780.2 feet Southerly from the Northeast corner of said Section 11, run thence North 47°44' West 671.29 feet; run thence South 42°16' West 600 feet to the Point of Beginning of Borrow Pit No. 1, run thence South 47°44' East 300 feet, run thence South 42°16' West 200 feet, run thence North 47°44' West 300 feet, run thence North 42°16' East 200 feet to the Point of Beginning;

ALSO: A parcel of land in the NE 1/4 of said Section 11, for Borrow Pit Haul Road, lying Southeasterly of and within 20 feet of a line described as follows: Beginning at the Northwest corner of said Borrow Pit No. 1, run thence North 42°16' East 483 feet to end of Haul Road;

ALSO: A parcel of land in NE 1/4 of said Section 11, for Borrow Pit Drain lying Southeasterly of and within 20 feet of a line described as follows: Beginning at the Southwest corner of said Borrow Pit No. 1, run thence South 47°08' West 600 feet to the end of Borrow Pit Drain;

ALSO:

Borrow Pit No. 2

That part of:

SW 1/4 of Section 12, Township 9 South, Range 19 East; described as follows: Commence on the West line of said Section 12, at a point 1780.2 feet Southerly from the Northwest corner of said Section 12, run thence South 47°44' East 1628.71 feet, run thence South 42°16' West 500 feet to Point of Beginning of Borrow Pit No. 2, run thence South 47°44' East 500 feet, run thence South 42°16' West 250 feet, run thence North 47°44' West 500 feet, run thence North 42°16' East 250 feet to Point of Beginning of Borrow Pit No. 2;

ALSO: A parcel of land in the SW 1/4 of said Section 12 for Borrow Pit Haul Road lying Northwesterly of and within 20 feet of a line described as follows; Beginning at the Northeast corner of said Borrow Pit No. 2, run thence North 42°16' East 383 feet to the end of said line;

ALSO: A parcel of land in the SW 1/4 said Section 12, for Borrow Pit Drain lying Southeasterly of and within 20 feet of a line described as follows; Beginning at the Southwest corner of said Borrow Pit No. 2, run thence South 42°16' West 500 feet to the end of line;

ALSO:

TOWNSHIP 9 SOUTH – RANGE 19 EAST – Section 12: All that part of the West 100 feet of Said Section 12 that lies South of U.S. Highway No. 441.

ALSO:

All of Sections 11 & 12, Township 9 South, Range 19 East, Alachua County, Florida, lying Southwest of U.S. Highway 441 (State Road NW 25); Less the West 150 feet of Section 11 per Official Records Book 634, Page 168; Less the West 100 feet of Section 12 per Official Records Book 861, Page 595; Less 6.81 acres in Section 11 per Official Records Book 1808, Page 2083, all of the Public Records of Alachua County, Florida.

**EXHIBIT "B" – CITY AND COUNTY DISTRIBUTION OF PROPERTY MAP**

