

**OPTION AGREEMENT
FOR
THE PURCHASE AND SALE OF LAND**

This Option Agreement (the "Agreement") is entered into by and between the **City of Gainesville, a Florida municipal corporation**, whose mailing address is Post Office Box 490, Station 6, Gainesville, Florida 32627 (the "Seller") and the **Gainesville Community Redevelopment Agency, a body corporate and politic of the State of Florida**, whose mailing address is Post Office Box 490, Station 48, Gainesville, Florida 32627 (the "Buyer").

1. **Right to Purchase:** The Seller hereby grants to the Buyer an option to purchase and a right of first refusal with respect to one or more lots of certain real property described as follows (jointly the "Property" or separately "**Parking Lot**", "**Tot Lot**" or "**Mom's Kitchen Lot**"):

City Parking Lot – 1000 block of NW 5th Avenue - Tax Parcel No. 13913-001-000
Lot 20, Block 10 of Brown's Addition to Gainesville as per plat recorded in Plat Book "A", page 64 of the Public Records of Alachua County, Florida

Tot Lot – 1007 NW 5th Avenue - Tax Parcel No. 13956-000-000
Lot Two (2) and the West 33.5 feet of Lot One (1), of Peter Johnson's Heir Subdivision of the North half of Block 11, of Brown's Addition to the City of Gainesville, Florida as per plat recorded in Plat Book "A", Page 125, of the Public Records of Alachua County, Florida

Mom's Kitchen Lot – 1008 NW 5th Avenue – Tax Parcel No. 13911-000-000
Lot 18 of O.A. Porter's Subdivision of the South Half (S ½) of Block 10 of Brown's Addition to Gainesville, according to the plat thereof, as recorded in Plat Book "A", Page 74 of the Public Records of Alachua County, Florida

The purchase of one or more of the Lots shall be in accordance with the terms and conditions of the Contract for Sale and Purchase which is attached hereto, (Exhibit "A") incorporated into this Agreement by reference, and marked for identification by the parties by their having marked their initials on the upper right hand corner of each page.

A map depicting the Property is attached hereto as Exhibit "C" for reference only.

2. **Consideration:** The consideration for this Agreement is \$10.00 for each Lot, paid by the Buyer to the Seller upon full execution of this Agreement. In the event Buyer closes on the purchase of one or more of the Lots, \$10.00 per Lot purchase shall be applied at closing to reduce the Purchase Price. In the event Buyer determines, through its activities in Section 5, that one or more Lots are not suitable to purchase, Buyer may by written notice provided to Seller, terminate this Agreement, upon which the \$10.00 per Lot consideration shall be promptly returned to Buyer and except as otherwise provided herein, neither party shall have any further liability or obligation hereunder. In the event Buyer elects not to purchase one or more Lots for any other reason or in the event this Agreement expires at the end of its term, Seller shall retain the \$10.00 per Lot as consideration for this Agreement and neither party shall have any further liability or obligation hereunder.

3. Current and Intended Future Use of Property:

A. Current Use. Mom's Kitchen Lot currently has a structure on it. The Parking Lot is currently an unimproved paved parking lot. The Tot Lot is actively being used as a playground with play equipment located on the parcel. During the term of this Agreement, Seller shall not construct any improvements on the Property. Seller shall remove the structure on Mom's Kitchen Lot.

B. Intended Use. Buyer and Seller both intend for the Property to be redeveloped as a mixed-use development with the potential for commercial business development, low income, workforce, affordable, and market-rate housing units. The Buyer may redevelop one or more Lots or the Buyer may seek proposals for a Developer to enter a Development and Disposition Agreement. To ensure development occurs in accordance with Buyer and Seller's Intended Uses, the Special Warranty Deed will include a possibility of reverter. The Buyer and Seller agree the Property shall not be developed as a student housing project. ("Intended Use")

4. City's Responsibility: In the event BUYER exercises its option on the Mom's Kitchen Lot, Seller shall remove the structure and remove all debris from the Lot.

5. Survey, Due Diligence and Development Approvals:

A. Existing documents. Within 60 calendar days after the Effective Date of this Agreement, 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. In the event this Agreement is assigned, Buyer shall provide assignee with the aforementioned copies.

B. Survey. During the term of this Agreement, the Buyer may 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.

C. Due Diligence and Development Approvals.

(1) During the term of this Agreement, Buyer and its engineers, architects, and other agents may 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, 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 Intended Use. In addition, Buyer may file for and obtain preliminary and/or final approval by the appropriate governmental authorities for any of the following in furtherance of the Intended Use: Land Use and Zoning changes, Lot Split or Subdivision, Final Development Plans and any other necessary governmental permits. All such activities shall be at the sole expense of the Buyer. The Seller agrees to cooperate with Buyer's efforts, including without limitation signing or consenting to any necessary applications and permits. Buyer

acknowledges that Seller's consent is as owner of the property and nothing herein shall be deemed to be approval of the City of Gainesville in its regulatory capacity.

(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, 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 Agreement has not been terminated, thereafter until Closing. In the event this Agreement is assigned, Buyer, as a condition to its exercise of such right of entry, agrees to indemnify and hold harmless the Seller, its officers, agents and employees from suits, actions, damages, liability and expense in connection with the loss of life, bodily or personal injury or property damage arising from or occasioned by any act or omission or negligence or intentional wrong doing on the part of the Buyer and other persons employed or utilized by the Buyer.

(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.

6. **Option to Purchase:** At any time during the term of this Agreement, the Buyer may elect to exercise its option to purchase one or more Lots of the Property, by doing the following:

A. **Establish Purchase Price.** At such time as the Buyer wishes to exercise the Option, Buyer, at its expense, shall have the Lot(s) it wishes to purchase appraised. The Buyer shall provide the Seller with a copy of the appraisal report to establish the proposed purchase price. If the Seller does not agree with the proposed purchase price, then the Seller, at its expense, may have the Lot(s) appraised and the difference between the two appraised values shall be deemed the purchase price. By way of example, if the Buyer's appraised value is \$100,000.00 and the Seller's appraised value is \$150,000.00, then the purchase price is deemed to be \$125,000.00. All appraisals shall be prepared in accordance with the Uniform Standards of Professional Appraisal Practice by an appraiser holding a current license in good standing through the Florida Department of Business and Professional Regulation. In addition, if issuing an appraisal report for residential real property of one to four units, the appraiser must hold a current certification as a Certified Residential Appraiser or Certified General Appraiser; or must hold a current MAI, SRA, or SRPA designation. If issuing an appraisal report for property other than residential property of one to four units, the appraiser shall hold a current MAI designation.

B. **Execute Contract for Sale and Purchase.** After establishing the Purchase Price pursuant to subsection A, if the Buyer desires to purchase, the Buyer may exercise the option by executing two copies of the Contract for Sale and Purchase (the "**Contract**") in substantially the same form as that attached as **Exhibit "A"** and incorporated into this Agreement by reference, and delivering both copies, together with a written notice that the Buyer is thereby exercising the option, to the Seller. The option shall be effectively

exercised upon the Buyer's delivery of the executed Contract and notice. Within 15 calendar days following Buyer's receipt of same, the Seller shall execute and deliver to the Buyer one of the copies of the Contract.

7. Effective Date and Term of the Agreement: This Agreement shall be effective commencing on the date the last party has signed this Agreement (the "Effective Date"). This Agreement shall expire at 5 p.m. on December 31, 2015, unless the Buyer exercises its right to extend this Agreement for up to three additional one year terms. The Buyer may exercise its right, with no additional consideration paid to Seller, by providing written notice of the extension to Seller at least 30 calendar days prior to the end of the then current term. Time is considered to be of the essence by both parties. This Agreement shall be binding on all successors in interest of the Seller. This Agreement shall inure to the benefit of the successors or assigns of the Buyer.

8. Assignment of the Agreement: This Agreement along with all rights and benefits it involves, is freely assignable by the Buyer, provided however, that no subsequent assignee of the Buyer (Gainesville Community Redevelopment Agency) may assign its rights under this Agreement without the express written consent of the Seller.

9. Authority; Transfer of the Property Subject to the Agreement: 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 as such Seller has full authority to enter into this Agreement without requiring the consent or approval of any other person or entity. During the term of this Agreement, the Property may be mortgaged or gratuitously (for no consideration) transferred by the Seller. However, any such mortgage or gratuitous transfer of the Property shall be subject to, and shall not defeat the rights of the Buyer, its successors or assigns.

10. Recording: A memorandum of this Agreement shall be recorded by the Buyer in the Public Records of Alachua County, Florida.

11. Default: Failure to perform any responsibility under this Agreement shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have ten days to correct the default. If the default is not corrected, this Agreement may be terminated at the option of the non-defaulting party or the non-defaulting party may pursue all remedies available at law or in equity.

12. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Agreement must be brought and heard in Alachua County, Florida.

13. Amendment: This Agreement may not be amended, unless evidenced in a writing executed by all parties.

14. Notice: Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall be delivered by United States mail (certified, postage prepaid with return receipt request); courier service such as Federal Express or United Parcel Service or some other comparable overnight mail service provided the courier service provides a written receipt, or by facsimile (fax) for which a confirmation notice of delivery is

provided to Seller and Buyer at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt, or refusal of, delivery of said notice to the address indicated. If notice is sent by United States mail (USPS), it shall be deemed delivered when deposited with the USPS and the date of delivery shall be deemed to be 5:00 p.m. on the date of the postmark. The addresses for the purpose of this paragraph may be changed by giving notice in the same fashion as described herein.

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

AS TO CRA:

Community Redevelopment Agency
P.O. Box 490, MS 48
Gainesville, Florida 32627-0490
Attn: Executive Director
Telephone: 352-334-5010
Facsimile: 352-334-3119

COPY TO:

City of Gainesville
P.O. Box 490, MS 46
Gainesville, Florida 32627-0490
Attn: CRA Attorney
Telephone: 352-334-5011
Facsimile: 352-334-2229

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

AS TO CITY:

City of Gainesville
P.O. Box 490, MS 6
Gainesville, Florida 32627-0490
Attn: City Manager
Telephone: 352-334-5010
Facsimile: 352-334-3119

WITH A COPY TO:

City of Gainesville
P.O. Box 490, MS 46
Gainesville, Florida 32627-0490
Attn: City Attorney
Telephone: 352-334-5011
Facsimile: 352-334-2229

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

Seller

City of Gainesville

Witness: _____

Russ Blackburn Executive Director

Witness: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, by Russ Blackburn, City Manager, City of Gainesville, municipal corporation, who is personally known to me and duly sworn, acknowledged that as such officer, and pursuant to authority from said Agency, he executed the foregoing instrument for the uses and purposes set forth and contained in this instrument.

Print Name _____
Notary Public, State of Florida

Buyer

Gainesville Community Redevelopment Agency

Witness: _____

Russ Blackburn Executive Director

Witness: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, by Russ Blackburn, Executive Director, Gainesville Community Redevelopment Agency, a body corporate and politic of the State of Florida, who is personally known to me and duly sworn, acknowledged that as such officer, and pursuant to authority from said Agency, he executed the foregoing instrument for the uses and purposes set forth and contained in this instrument.

Print Name: _____
Notary Public, State of Florida

Exhibit "A"

CONTRACT FOR SALE AND PURCHASE

PARTIES: The **City of Gainesville, a Florida municipal corporation**, whose mailing address is Post Office Box 490, Station 6, Gainesville, Florida 32627 (the "Seller") and the **Gainesville Community Redevelopment Agency, a body corporate and politic of the State of Florida**, whose mailing address is Post Office Box 490, Station 48, Gainesville, Florida 32627 (the "Buyer") hereby agree that Seller shall sell and Buyer shall buy the following described Real Property ("Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

1. DESCRIPTION:

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

City Parking Lot – Tax Parcel No. 13913-001-000

Lot 20, Block 10 of Brown's Addition to Gainesville as per plat recorded in Plat Book "A", page 64 of the Public Records of Alachua County, Florida

Tot Lot – Tax Parcel No. 13956-000-000

Lot Two (2) and the West 33.5 feet of Lot One (1), of Peter Johnson's Heir Subdivision of the North half of Block 11, of Brown's Addition to the City of Gainesville, Florida as per plat recorded in Plat Book "A", Page 125, of the Public Records of Alachua County, Florida

Mom's Kitchen Lot – Tax Parcel No. 13911-000-000

Lot 18 of O.A. Porter's Subdivision of the South Half (S ½) of Block 10 of Brown's Addition to Gainesville, according to the plat thereof, as recorded in Plat Book "A", Page 74 of the Public Records of Alachua County, Florida

(b) Street address, city, zip, of the Property:

City Parking Lot 1000 block of NW 5th Avenue
Gainesville, FL 32601

Tot Lot 1007 NW 5th Avenue
Gainesville, FL 32601

Mom's Kitchen Lot 1008 NW 5th Avenue
Gainesville, FL 32601

(c) Personal Property: None.

- (d) Other items included are: Playground equipment, located on Tot Lot
- (e) Items of Personal Property (and leased items, if any) excluded are: None.

2. **PURCHASE PRICE (U. S. currency):** \$ _____

(Appraised value as determined pursuant to paragraph 6 of the Option Agreement.)

PAYMENT:

- (a) Deposit to be held in escrow by the Escrow Agent (10% of Purchase Price) \$ _____
- (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date (see Paragraph 3) \$ _____
- (c) Other: _____ \$ _____
- (d) Balance to close by cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations. \$ _____

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

- (a) If this offer is not executed by the Seller on or before _____, and by the Buyer on or before _____, the offer is deemed withdrawn. The offer is contingent upon approval of the Contract by the Board of the Gainesville Community Redevelopment Agency and by the Gainesville City Commission. If the Board of the Gainesville Community Redevelopment Agency or the Gainesville City Commission does not act to approve and ratify this Contract within 60 days of the date of execution by the Seller, this Contract shall be terminated and except as otherwise provided herein, neither party shall have any further liability or obligation hereunder.
- (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 Board of the Gainesville Community Redevelopment Agency has approved or ratified this Contract.

4. **FINANCING:**

- ____ (a) This is a cash transaction with no contingencies for financing.
- ____ (b) This Contract is conditioned on Buyer obtaining approval of a loan ("Loan

Approval") within _____ days after Effective Date for (CHECK ONLY ONE): _____ a fixed; _____ an adjustable; or _____ a fixed or adjustable rate loan, in the principal amount of \$_____, at an initial interest rate not to exceed _____ %, discount and origination fees not to exceed _____ % of principal amount, and for a term of _____ years. Buyer will make application within _____ days (if blank, then five days) after Effective Date and use reasonable diligence to obtain Loan Approval and, thereafter, to satisfy terms and conditions of the Loan Approval and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a Loan Approval or fails to waive this financing contingency within the time for obtaining Loan Approval or, after diligent, good faith effort, fails to meet the terms and conditions of the Loan Approval by Closing, then either party thereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s).

- _____ (c) Assumption of existing mortgage (see rider for terms); or
- _____ (d) Seller Financing (see Standard B and riders; addenda; or special clauses for terms)

5. TITLE EVIDENCE: Within 30 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 _____ ("Closing"), unless modified by other provisions of this Contract. Closing shall occur at _____ in Gainesville, Florida.

7. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey fee simple title by Special Warranty Deed 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 mixed-use development with commercial, market-rate housing units and affordable housing units (the "Intended Use".) As set forth in the Option Agreement the Buyer (Gainesville CRA) may see "K" Contract proposals for a Developer/Buyer to enter a Development and Disposition Agreement to accomplish the Intended Use. The Special Warranty Deed shall include the possibility of reverter and a restriction on sale. The possibility of reverter shall provide that if the Developer/Buyer does not commence or complete construction of the Project (as described in a Development and

Disposition Agreement executed between Developer and Gainesville Community Redevelopment Agency on or before the dates specified in the Development and Disposition Agreement), the Property shall, at the option of the Seller, revert to the Seller. If the Seller does not exercise the right to give effect to the possibility of reverter within 120 days after the Developer/Buyer's default, the possibility of reverter shall terminate. The reverter language to be included in the Special Warranty Deed shall be substantially similar to that language in **Exhibit "1"** to this **Contract**, attached. This restriction on sale shall provide that the Developer/Buyer shall not have the right to sell, transfer, or convey any interest in the Property prior to its completion of the Project (as defined in the Development and Disposition Agreement) without the express written approval of the Seller/Grantor, which approval of the Seller/Grantor, which approved will not be effective unless recorded in the Public Records of Alachua County, Florida.

8. SURVEY AND DUE DILIGENCE: This Contract is entered into as Buyer's exercise of an Option Agreement. The Buyer shall review existing documents, surveys, conduct due diligence and obtain development approvals during the time provided in the Option Agreement.

Buyer's opportunity to review existing documents, to survey the property, to conduct due diligence review of the property and to obtain development approvals, was provided in accordance with the Option Agreement entered into on _____, and assigned on _____.

9. SPECIAL CONDITIONS/CONTINGENCIES: It is understood and agreed that the Closing of Mom's Kitchen Lot is contingent upon Seller's removal of the existing structure.

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

11. ASSIGNABILITY: Buyer may not assign this Contract without the prior express written consent of Seller.

12. 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
- 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.

13. RIDERS; ADDENDA; SPECIAL CLAUSES: None

14. ENVIRONMENTAL RELEASE/INDEMNITY: The Buyer, if the Buyer is not the Gainesville Community Redevelopment Agency, shall agree to release Seller, The Gainesville Community Redevelopment Agency, their officers, agents, and employees, from any and all claims, suits, damages and causes of action of whatever nature and kind, including without limitation all claims for personal injury, emotional distress, property damage, trespass, nuisance, negligence, response or investigation costs, and/or economic loss, including lost interest, lost opportunities, diminution in real property value, stigma damages, any claims for attorneys' or consultants' fees and any other claim, demands, damages, losses or causes of action of whatever kind or nature, which Buyer ever had, now has, or may have on account of or arising from the release or threatened release of Hazardous Substances at, on or from the property occurring from the date of the closing of the contract for sale to the date the possibility of reverter described in Paragraph 7 terminates, including but not limited to environmental, property damage and personal injury, whether at law or in equity, whether under state or federal law or regulation, whether known or unknown, whether suspected or unsuspected, without any limitation or restriction whatsoever. The release shall survive the closing of the contract for purchase. The Buyer, if the Buyer is the Gainesville Community Redevelopment Agency, shall further indemnify, save harmless and defend the Seller, Gainesville Community Redevelopment Agency, their officers, agents, and employees, from and against any and all liabilities, claims, demands, damages, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, appeals and reasonable attorneys' fees), which City, Gainesville Community Redevelopment Agency, its officers, agents, and employees may incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of federal, state or local laws, rules or regulations resulting from or in any way arising out of the release or threatened release of Hazardous Substances at, on or from the property occurring from the date of the closing of the contract for sale to the date the possibility of reverter described in Paragraph 7 terminates. The indemnity shall survive the closing of the contract for purchase.

15. MAXIMUM REPAIR COSTS:

- (a) \$0.00 Wood destroying organisms
- (b) Seller shall be responsible for demolition or removal of the structure on Mom's Kitchen Lot. Structure shall be demolished and/or removed prior to closing.

16. GOVERNING LAW: The Laws of the State of Florida shall govern this Agreement, venue shall be in Alachua County, Florida.

17. 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.

18. NOTICE: Any notice, request, demand, instruction or other communication to be given to

either party hereunder shall be in writing and shall be delivered by United States mail (certified, postage prepaid with return receipt request); courier service such as Federal Express or United Parcel Service or some other comparable overnight mail service provided the courier service provides a written receipt, or by facsimile (fax) for which a confirmation notice of delivery is provided to Seller and Buyer at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt, or refusal of, delivery of said notice to the address indicated. If notice is sent by United States mail (USPS), it shall be deemed delivered when deposited with the USPS and the date of delivery shall be deemed to be 5:00 p.m. on the date of the postmark. The addresses for the purpose of this paragraph may be changed by giving notice in the same fashion as described herein.

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

AS TO CRA:

Community Redevelopment Agency
P.O. Box 490, MS 48
Gainesville, Florida 32627-0490
Attn: Executive Director
Telephone: 352-334-5010
Facsimile: 352-334-3119

COPY TO:

City of Gainesville
P.O. Box 490, MS 46
Gainesville, Florida 32627-0490
Attn: CRA Attorney
Telephone: 352-334-5011
Facsimile: 352-334-2229

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

AS TO CITY:

City of Gainesville
P.O. Box 490, MS 6
Gainesville, Florida 32627-0490
Attn: City Manager
Telephone: 352-334-5010
Facsimile: 352-334-3119

WITH A COPY TO:

City of Gainesville
P.O. Box 490, MS 46
Gainesville, Florida 32627-0490
Attn: City Attorney
Telephone: 352-334-5011
Facsimile: 352-334-2229

19. ENTIRE AGREEMENT: This Agreement 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.

20. CAPTIONS: The parties mutually agree that the headings and captions contained in this Agreement are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

21. COUNTERPARTS: This Agreement 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.

22. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"): Buyer and Seller acknowledge receipt of a copy of Standards A through V attached, which are incorporated as a part of this Contract, except as modified by sections numbered 1-21 of this Contract.

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

SELLER:

City of Gainesville
Florida municipal corporation

Russ Blackburn, City Director

Date: _____

WITNESSES:

Name

Print Name

Name

Print Name

BUYER:

Gainesville Community Redevelopment Agency
a body corporate and politic of the State of Florida

By: _____
Anthony Lyons, CRA Manager

Date: _____

WITNESSES:

Name

Print Name

Name

Print Name

Deposit under Paragraph 2 (a) received (Checks are subject to clearance):

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 examine the Title Commitment, 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: Refer to Section 8 of the Contract.

C. WOOD DESTROYING ORGANISMS: None, vacant land.

D. INGRESS AND EGRESS: Seller warrants and represents that there is 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: None, vacant land.

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 party paying for the title insurance, or, if no title insurance, designated by Seller.

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

I. CLOSING DOCUMENTS: The 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: None, vacant land.

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 AGREEMENTS: No prior or present agreements 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: _____

Exhibit "1"

CONTRACT FOR SALE AND PURCHASE

AND FURTHER PROVIDED that, subject to the rights of the Grantee as to notice and cure as set forth in that certain Agreement for Development and Disposition of Property dated _____ (the "Agreement"), the Grantor shall have the absolute right, but not the obligation, to cause the title to the Property to revert to the Grantor, if: a) the Grantee fails to perform or comply with the material portions of the Agreement; b) prior to **(a date certain)**, or such later date as the Grantor and the Grantee may agree by appropriate amendment to the Agreement as the deadline for completion of the initial improvements on the Property (the "Completion Date"), there is a default by the Grantee under the documents evidencing the mortgage loan for the construction of improvements on the Property, which has not been cured; or c) the Grantee does not commence or complete the construction of improvements on the Property before the Commencement Date or Completion Date, as the case may be. Construction shall be deemed commenced and completed as described in the Agreement. To exercise its right to the reversionary interest, the Grantor shall record an Affidavit to that effect among the public records of Alachua County, Florida on or before the 120th day following the Commencement Date or Completion Date, as the case may be, (the "Reversion Deadline Date") and upon such recording, title to the Property shall revert to the Grantor as of the date of such recording, but not otherwise. If the Grantor has not recorded such an affidavit on or before the Reversion Deadline Date, then the right of reversion shall automatically become null and void, and the Property shall be automatically released of such reversion. The foregoing provision shall be self-operative. In addition, the Grantor agrees to execute at the Grantee's request a recordable release evidencing the expiration of such reversion.

This instrument prepared by:
Lisa Bennett
CRA Attorney
City of Gainesville
P.O. Box 490, MS 46
Gainesville, Florida 32627

MEMORANDUM OF OPTION AGREEMENT

This Memorandum of Option Agreement ("Memorandum") is entered into by and between the **City of Gainesville, a Florida municipal corporation**, whose mailing address is Post Office Box 490, Station 6, Gainesville, Florida 32627 (the "Seller") and the **Gainesville Community Redevelopment Agency, a body corporate and politic of the State of Florida**, whose mailing address is Post Office Box 490, Station 48, Gainesville, Florida 32627 (the "Buyer").

This **Memorandum** is recorded to provide notice that the parties hereto entered into a written Option Agreement of even date herewith, under the terms of which Seller granted to Buyer an option to purchase and a right of first refusal with respect to certain real property described as follows (the "**Property**"):

City Parking Lot – 1000 block of NW 5th Avenue - Tax Parcel No. 13913-001-000

Lot 20, Block 10 of Brown's Addition to Gainesville as per plat recorded in Plat Book "A", page 64 of the Public Records of Alachua County, Florida

Tot Lot – 1007 NW 5th Avenue - Tax Parcel No. 13956-000-000

Lot Two (2) and the West 33.5 feet of Lot One (1), of Peter Johnson's Heir Subdivision of the North half of Block 11, of Brown's Addition to the City of Gainesville, Florida as per plat recorded in Plat Book "A", Page 125, of the Public Records of Alachua County, Florida

Mom's Kitchen Lot – 1008 NW 5th Avenue – Tax Parcel No. 13911-000-000

Lot 18 of O.A. Porter's Subdivision of the South Half (S ½) of Block 10 of Brown's Addition to Gainesville, according to the plat thereof, as recorded in Plat Book "A", Page 74 of the Public Records of Alachua County, Florida

The Option Agreement is valid and effective until 5 p.m. on December 31, 2015, unless the Buyer Exercises its right to extend the Agreement for up to three additional one year terms. The Buyer may exercise its right to extend by providing written notice of the extension to Seller at least 30 days prior to the end of the then current term.

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Seller

Attest:

City of Gainesville

Kurt M. Lannon
Clerk of the Commission

Edward B. Braddy
Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, by Edward B. Braddy, Mayor, City of Gainesville, municipal corporation, who is personally known to me and duly sworn, acknowledged that as such officer, and pursuant to authority from said Agency, he executed the foregoing instrument for the uses and purposes set forth and contained in this instrument.

Print Name _____
Notary Public, State of Florida

Buyer
Gainesville Community Redevelopment Agency

Witness: _____

Russ Blackburn Executive Director

Witness: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, by Russ Blackburn, Executive Director, Gainesville Community Redevelopment Agency, a body corporate and politic of the State of Florida, who is personally known to me and duly sworn, acknowledged that as such officer, and pursuant to authority from said Agency, he executed the foregoing instrument for the uses and purposes set forth and contained in this instrument.

Print Name: _____
Notary Public, State of Florida

Exhibit C

