

## CONTRACT FOR PURCHASE

**PARTIES: David A. Mathia and Christine C. Mathia, husband and wife**, whose mailing address is 110 Lake McMeekin Lane, Hawthorne, Florida 32640 ("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:

Begin at the intersection of the South right of way line of Southeast Fifth Avenue with the East right of way line of South Main Street, Gainesville, Florida, as the Point of Beginning; thence run South along the east right of way line of South Main Street a distance of 217 feet to the intersection with the North right of way line of Southeast Sixth Avenue; thence run East along the North right of way line of Southeast Sixth Avenue a distance of 173 feet to an iron pipe; thence turn Northerly at an interior angle of 89°52'30", and run Northerly a distance of 217.63 feet, to an iron pipe on the South right of way line of Southeast Fifth Avenue; thence run West along the South right of way line of Southeast Fifth Avenue a distance of 173.61 feet to the Point of Beginning; said land lying and being in the Southeast Quarter (SE ¼) of Section 5, Township 10 South, Range 20 East;

Also

Commence at the Southwest corner of Lot Thirty-Nine (39) of Oak Hall Estates, a subdivision as recorded in Deed Book "Q" at page 343 of the public records of Alachua County, Florida and run South 01°26'03" East along the Easterly right of way of South Main Street 247 feet to the point of beginning; thence continue South 01°26'03" East 2 feet; thence run North 88°18'53" East along the North line of Southeast Sixth Avenue 104.97 feet; thence run North 01°26'03" West 5 feet; thence run South 86°40'41" West 105.30 feet to the point of beginning.

Subject to final legal description that 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 36,390.0 square feet.

(b) Street address, city, zip, of the Property: 505 South Main Street, Gainesville, Florida (also known as Alachua County Tax Parcel 13038-000-000)

(c) Personal Property: None, Vacant Property.

(d) Improvements included are: Two buildings as shown in Exhibit "A".

2. **PURCHASE PRICE** (Fixed Price, U. S. currency): \$ 530,000.00

**PAYMENT:**

(a) Deposit to be made within 10 days after City Commission approval of this Contract and to be held in escrow by Community Title, LLC (Escrow Agent) in the amount of \$10,000.00.	\$	10,000.00
(b) Additional escrow deposit to be made to Escrow Agent within <u>30</u> days after Closing Date (see Paragraph 3 & 6) in the amount of <u>One Hundred &amp; Fifteen Thousand Dollars</u> and to be released to the Seller.	\$	115,000.00
(c) Other:	\$	<u>(,000.00)</u>
(d) Balance to close by cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations and paid to the Seller on or before October 31, 2014.	\$	405,000.00

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

(a) If this offer is not executed by the Seller on or before **January 31, 2013**, and by the Buyer on or before **February 28, 2013**, 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. If the City Commission of the City of Gainesville does not act to approve and ratify this Contract within sixty (60) days of the date of execution by the Seller, this Contract shall be terminated and Seller and Buyer shall be relieved of all obligations under this contract.

(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 **March 28, 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. 37th Place, Suite B, Gainesville, FL 32606.

**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 **forty-five (45) days** from the Effective Date of this Contract 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 a period of **forty-five (45) days** (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. 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:** It is understood and agreed that the Closing is expressly contingent on Buyer obtaining final approval by the appropriate governmental authorities and expiration, without challenge or approval filed, of any period for legal challenges and appeals thereof (the "Final Approval") of the following:

- (1) Land Use and Zoning changes as necessary to allow Buyer's Intended Use.
- (2) Lot Split or Minor Subdivision as necessary to allow Buyer's Intended Use.
- (3) Final Development Plan approval for the Buyer's Intended Use.
- (4) All necessary governmental permits, excluding building permits, for the Buyer's Intended Use.

The Buyer, at its sole expense, will apply for and diligently pursue such Final Approvals. The Seller agrees to cooperate with Buyer's efforts, including without limitation signing or consenting to any necessary applications and permits. In the event the Buyer is unable to obtain the Final Approvals, on or before the Closing, Buyer may: (1) continue to diligently pursue the Final Approvals and Closing shall be automatically extended by one-month periods until Buyer is able to obtain the Final Approvals, or (2) terminate this Contract and receive a return of Buyer's Deposit, upon which neither party shall have any further liability or obligation hereunder.

**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 above 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, except for and subject to 1) the lease with Evan Galbicka for the north approximately 93.0 feet of the Property, terminating July 30, 2013 (attached as Exhibit "B") and 2) the lease with Chris Fillie and/or Gainesville Artists Cooperative, LLC, for the southern remainder of the Property, terminating December 31, 2016 (attached as Exhibit "C") subject to the following conditions that must be met by Seller prior to closing: 1) delivery of estoppel letters signed by each tenant in substantially the form attached hereto as Exhibit "D", or as otherwise provided in Standard E; 2) assignment of Lease between Seller and Evan Galbicka unless the Lease has expired or terminated prior to closing; 3) assignment to Lease between Seller and Chris Fillie and/or Gainesville Artists Cooperative, LLC in substantially the for attached as Exhibit "E", terminating the Lease on September 30, 2014; and 4) assignment of Lease between Seller and/or Chris Fillie and/or Gainesville Artists Cooperative, LLC unless the Lease has expired or terminated prior to closing. **The Leases and Amendments will be assigned to the Buyer at closing.** The Seller further represents that there are no Contracts, leases or understandings, other than previously disclosed, affecting the Property or improvements thereon other than those that have been or will be disclosed by provisions of this Contract.

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. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard E. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy. **The Buyer will take title and possession at closing subject to the Buyer's approved leasehold interest(s).**
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:** David A. and Christine C. Mathia  
110 Lake McMeekin Lane  
Hawthorne, Florida 32640

- 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):**

David A. Mathia  
David A. Mathia

Date: 1/31/13

Christine C. Mathia  
Christine C. Mathia  
as POA for Christine C. Mathia

Date: 1/31/13

**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

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:** Buyer shall take title to the Property, subject to the provisions of the leases.

**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, 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.

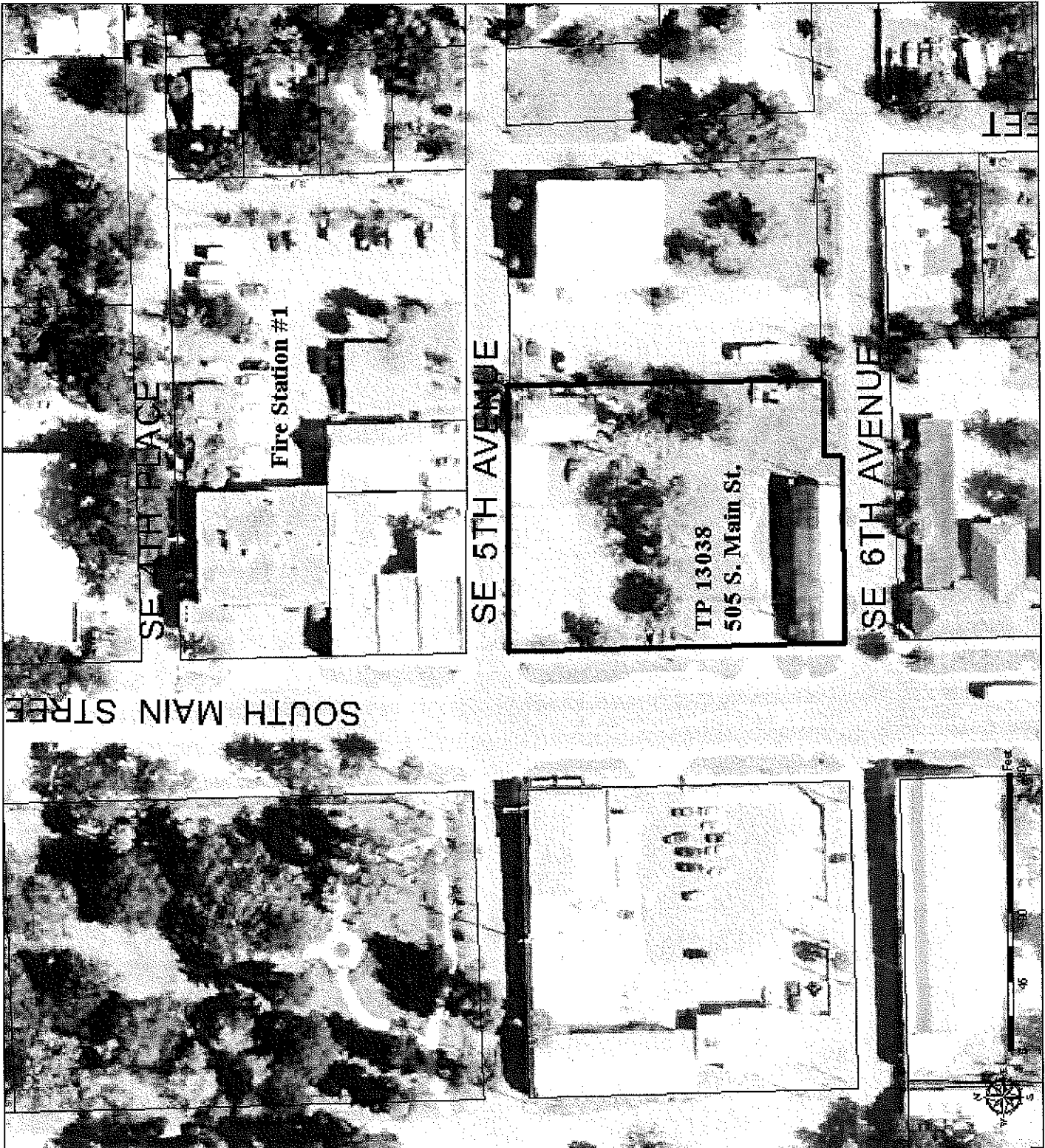
**T. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph 7 and those otherwise accepted by Buyer. Personal property 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:** DM



**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 map is a computer-generated image of the City of Gainesville, Florida, based on the 2010 Aerial Image. It is not a legal document and should not be used for legal purposes. The City of Gainesville, Florida, is not responsible for any errors or omissions in this map.



City of Gainesville  
Dept. of Planning  
and Dev. Services

**Exhibit B****LEASE**

THIS LEASE entered into by David Mathia, hereinafter called the "Lessor", and Evan Galbicka, hereinafter called the "Lessee".

**WITNESSETH:**

The Lessor in consideration of the rents, terms, and other covenants and conditions hereinafter reserved does hereby lease and let to the Lessee and the Lessee does take and lease from the Lessor Property situated at: 11 SE 5th Ave., Gainesville, County of Alachua, Florida and more particularly described on attached Exhibit "A";

TO HAVE AND TO HOLD the said premises upon the following terms and conditions:

1. The term of this lease shall exist for a period of one year commencing July 1, 2012, and ending June 30, 2013.
2. Lessee shall pay the Lessor the sum of \$600.00 plus sales tax on the first day of each month.
3. Lessee shall pay the Lessor a late fee of 5% if rent is paid later than the 5th of the month.
4. Lessee shall pay \$600 for the July rent upon execution of this lease.
5. Lessee shall not assign this lease nor sublease any portion of the leased premises without first obtaining the written consent of the Lessor; Lessor shall not unreasonably withhold such consent to assignment or sublease and such consent shall not alleviate the Lessee herein from the responsibility for the payment of rent and the performance of the other terms and conditions of this Lease.
6. In the event this lease shall become liable to sale as an asset of Lessee in legal proceedings or in the event of bankruptcy or insolvency of Lessee, then and in that event such assignment by law, bankruptcy or insolvency shall without any act upon the part of the Lessor instantly work a forfeiture and cancellation of this lease and all the rights of the Lessee thereunder shall forthwith terminate.
7. Lessee upon the payment of the rent and the performance of all other terms, covenants, and conditions of this lease on Lessee's part to be kept and performed shall and may at all times during the term hereunder have quiet, peaceful possession of the said premises.
8. Lessee shall keep and maintain the leased premises, including all plumbing, wiring, piping, fixtures, equipment, appurtenances, and parking area in good and substantial repair during the term of this lease.

provided, however, such agreements of Lessee shall not apply to any damage caused by fire or other casualties which are covered by standard fire and extended coverage insurance. Lessee shall deliver up the leased premises at the end of the lease term in as good condition as the time of commencement of the lease term except for ordinary wear and tear and damage by fire or other casualties or causes beyond the Lessee's control.

9. The premises herein leased shall be used exclusively for legitimate commercial purposes, including use as a church, and Lessee is obligated not to use same for any purpose that is unlawful or that tends to injure or depreciate the property.

10. If Lessee shall default on this lease, if the rent is not paid within five days of the due date, lessor may then give Lessee three days written notice of intention to terminate this lease and may thereafter re-enter the premises and take possession thereof all without prejudice to any other remedy provided by law; and further should Lessee fail to pay the rent when due or otherwise default in said lease, the owner may at his option declare due the entire rent for the balance of the term and may recover the same forthwith by distress otherwise and Lessee agrees that Lessor shall be entitled to court costs plus a reasonable attorney's fee.

11. Lessee shall pay for all water, electricity and other utilities used by it in connection with operation of its business and all taxes levied upon its stock in trade kept on the leased premises and shall abide by all valid laws, rules and regulations of governmental authorities having jurisdiction over the operation of the types of business operated in the leased garage by Lessee.

12. During the lease term Lessee shall maintain in force a policy of insurance insuring against its liability for accidents on the leased premises with limits of coverage of not less than Twenty Five Thousand Dollars (\$25,000.00) for property damage loss from any one accident and not less than One Hundred Thousand Dollars (\$100,000.00) for injury to any one person from any one accident. All of such policies of insurance shall include and name the Lessor as an additional insured and a copy of the policy shall be furnished to the Lessor upon each renewal. Lessee must provide Lessor with proof of insurance within Ten days of signing this lease. Failure to provide proof of insurance shall constitute a default in this lease.



13. This lease shall be binding upon the heirs, the legal representative, successors and assigns of the parties hereto.

14. Lessee agrees that no alterations will be made to the premises without written consent by the Lessor. Any alterations, installations of fixtures, or other modifications shall become the property of the landlord; and at the termination of this lease at the landlord's option, said improvements, installations, or modifications, shall be removed by the lessee at his cost and return the premises to the original condition, or left intact as installed. Lessee agrees to lease this property in its current condition and shall make all improvements at his own expense.

15. Lessee agrees that all utility bills will be paid by Lessee and will save the Lessor harmless therefore.

16. Lessor shall not be liable for any damage or injury caused to any person or property by reason of the failure of Lessee to perform any of his covenants or agreements hereunder, nor for such damage or injury caused by reason of any defect in the premises now or in the future existing, nor for any damage, or injury caused by any present or future defect in the plumbing, wiring or piping in the store space or any part of the premises. Lessee agrees to indemnify and save harmless the Lessor from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result of or in connection with the occupancy or use of said premises by Lessee. Lessee shall obtain at his own expense a policy of public liability insurance and shall cause Lessor to be named as an additional insured protecting Lessee and Lessor against any loss or damage on account of any use of the premises by or through Lessee.

17. Any temporary waiver, sufferance or extension of any time for periodic payments under this lease or other terms of said lease shall not constitute an abandonment of the Lessor's rights to enforce such payments or other performance in whole or in part as they become due.

18. All notices to the landlord shall be delivered to David Mathia, 110 Lake McMeekin Lane, Hawthorne, FL 32640. All notices to the lessee shall be delivered to the premises at 11 SE. 5th Ave., Gainesville, FL 32601.

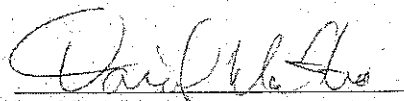
Rent payment may also be made by PayPal to [dmathia@bellsouth.net](mailto:dmathia@bellsouth.net)

19. Premises are leased "AS IS".

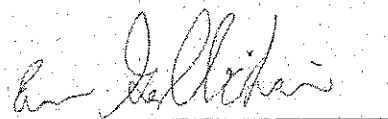
IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and seals, this 21 day of June, 2012.

Signed, Sealed and Delivered  
in the presence of witnesses:

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



David Mathia  
Lessor



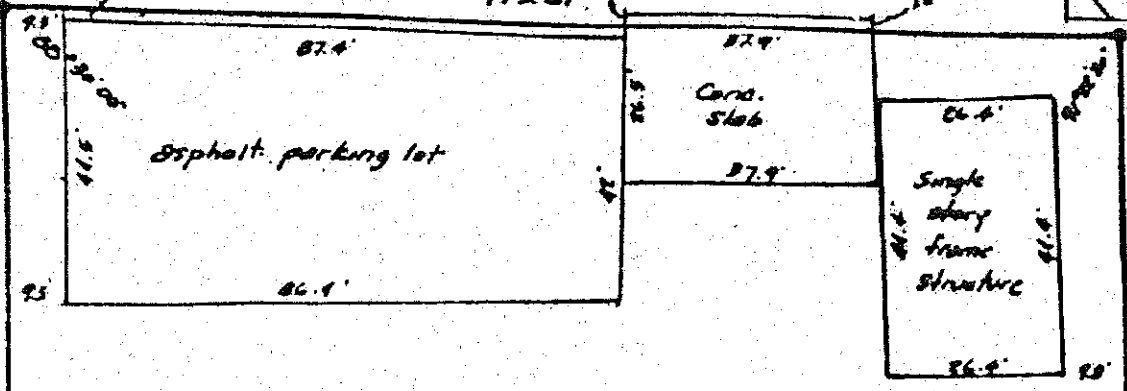
Evan Galbicka  
Lessee

EXHIBIT

Area not leased--



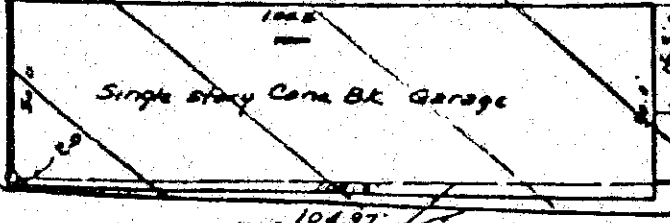
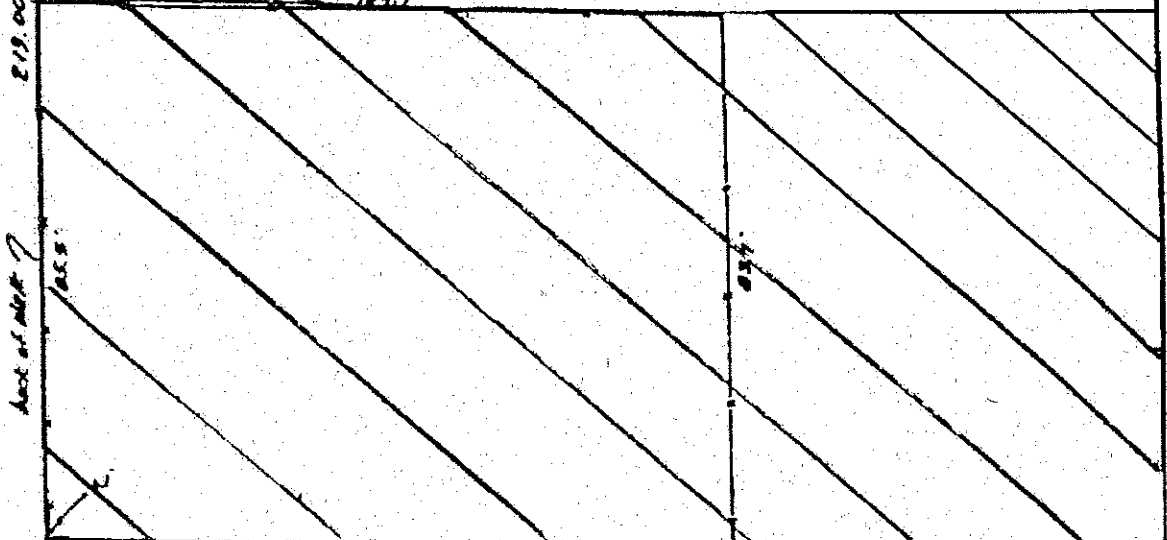
S. E. 5th Avenue  
N09°56'00"W 173.61'



South Main Street (90' R/W)  
S01°16'03"E 219.00'



211.18' (from max.)  
217.63' (from rail)  
217.63'



Single story Con. Bk. Garage

Drill Hole 2' 7" work

106.8  
29  
104.97  
N00°10'53"E  
Area obtained by  
qwt claim deed as per  
ORD 1056, pg. 836

S. E. 6th Avenue

67.97'  
N86°40'41"E

**Exhibit C****LEASE**

THIS LEASE entered into by DAVID MATHIA, hereinafter called the "Lessor", and CHRIS FILLIE and/or GAINESVILLE ARTISTS COOPERATIVE LLC, hereinafter called the "Lessee".

**WITNESSETH:**

The Lessor in consideration of the rents, terms, and other covenants and conditions hereinafter reserved does hereby lease and let to the Lessee and the Lessee does take and lease from the Lessor Property situated at: 519 S Main St., Gainesville, County of Alachua, Florida and more particularly described on attached Exhibit "A";

TO HAVE AND TO HOLD the said premises upon the following terms and conditions:

1. The term of this lease shall exist for a period of five years commencing January 1, 2012 and ending Dec. 31, 2016.
2. Lessee shall pay the Lessor a late fee of 5% if rent is paid later than the 5th of the month.
3. Lessee shall pay \$900 for the January rent upon execution of this lease. Rent is \$900 a month plus taxes the first year and shall increase \$100 a month annually each January 1 during the lease.
4. Lessee shall not assign this lease nor sublease any portion of the leased premises without first obtaining the written consent of the Lessor; Lessor shall not unreasonably withhold such consent to assignment or sublease and such consent shall not alleviate the Lessee herein from the responsibility for the payment of rent and the performance of the other terms and conditions of this Lease.
5. In the event this lease shall become liable to sale as an asset of Lessee in legal proceedings or in the event of bankruptcy or insolvency of Lessee, then and in that event such assignment by law, bankruptcy or insolvency shall without any act upon the part of the Lessor instantly work a forfeiture and cancellation of this lease and all the rights of the Lessee thereunder shall forthwith terminate.
6. Lessee upon the payment of the rent and the performance of all other terms, covenants, and conditions of this lease on Lessee's part to be kept and performed shall and may at all times during the term hereunder have quiet, peaceful possession of the said premises.
7. Lessee shall keep and maintain the leased premises, including all plumbing, wiring, piping, fixtures, equipment, appurtenances, and parking area in good and substantial repair during the term of this lease,

provided, however, such agreements of Lessee shall not apply to any damage caused by fire or other casualties which are covered by standard fire and extended coverage insurance. Lessee shall deliver up the leased premises at the end of the lease term in as good condition as the time of commencement of the lease term except for ordinary wear and tear and damage by fire or other casualties or causes beyond the Lessee's control.

8. The premises herein leased shall be used exclusively for legitimate commercial purposes and Lessee is obligated not to use same for any purpose that is unlawful or that tends to injure or depreciate the property.

9. If Lessee shall default on this lease, if the rent is not paid within five days of the due date, lessor may then give Lessee three days written notice of intention to terminate this lease and may thereafter re-enter the premises and take possession thereof all without prejudice to any other remedy provided by law; and further should Lessee fail to pay the rent when due or otherwise default in said lease, the owner may at his option declare due the entire rent for the balance of the term and may recover the same forthwith by distress otherwise and Lessee agrees that Lessor shall be entitled to court costs plus a reasonable attorney's fee.

10. Lessee shall pay for all water, electricity and other utilities used by it in connection with operation of its business and all taxes levied upon its stock in trade kept on the leased premises and shall abide by all valid laws, rules and regulations of governmental authorities having jurisdiction over the operation of the types of business operated in the leased garage by Lessee.

11. During the lease term Lessee shall maintain in force a policy of insurance insuring against its liability for accidents on the leased premises with limits of coverage of not less than Twenty Five Thousand Dollars (\$25,000.00) for property damage loss from any one accident and not less than One Hundred Thousand Dollars (\$100,000.00) for injury to any one person from any one accident. All of such policies of insurance shall include and name the Lessor as an additional insured and a copy of the policy shall be furnished to the Lessor upon each renewal. Lessee must provide Lessor with proof of insurance within Ten days of signing this lease. Failure to provide proof of insurance shall constitute a default in this lease.

12. This lease shall be binding upon the heirs, the legal representative, successors and assigns of the parties hereto.

13. Lessee agrees that no alterations will be made to the premises without written consent by the Lessor. any alterations, installations of fixtures, or other modifications shall become the property of the landlord; and at the termination of this lease at the landlord's option, said improvements, installations, or modifications, shall be removed by the lessee at his cost and return the premises to the original condition, or left intact as installed. Lessee agrees to lease this property in its current condition and shall make all improvements at his own expense.
14. Lessee agrees that all utility bills will be paid by Lessee and will save the Lessor harmless therefore.
15. Lessor shall not be liable for any damage or injury caused to any person or property by reason of the failure of Lessee to perform any of his covenants or agreements hereunder, nor for such damage or injury caused by reason of any defect in the premises now or in the future existing, nor for any damage, or injury caused by any present or future defect in the plumbing, wiring or piping in the store space or any part of the premises. Lessee agrees to indemnify and save harmless the Lessor from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result of or in connection with the occupancy or use of said premises by Lessee. Lessee shall obtain at his own expense a policy of public liability insurance and shall cause Lessor to be named as an additional insured protecting Lessee and Lessor against any loss or damage on account of any use of the premises by or through Lessee.
16. Any temporary waiver, sufferance or extension of any time for periodic payments under this lease or other terms of said lease shall not constitute an abandonment of the Lessor's rights to enforce such payments or other performance in whole or in part as they become due.
17. All notices to the landlord shall be delivered to David Mathia, 110 Lake McMeekin Lane, Hawthorne, FL 32640. All notices to the lessee shall be delivered to the premises at 519 S Main St. Gainesville, FL 32601.
18. Premises are leased "AS IS".

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and seals, this 2 day of August, 2011.

Signed, Sealed and Delivered  
in the presence of witnesses:

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

*David Mathia*

DAVID MATHIA

Lessor

*Chris Filie*

CHRIS FILIE

Lessee

*Troy Rosslow*

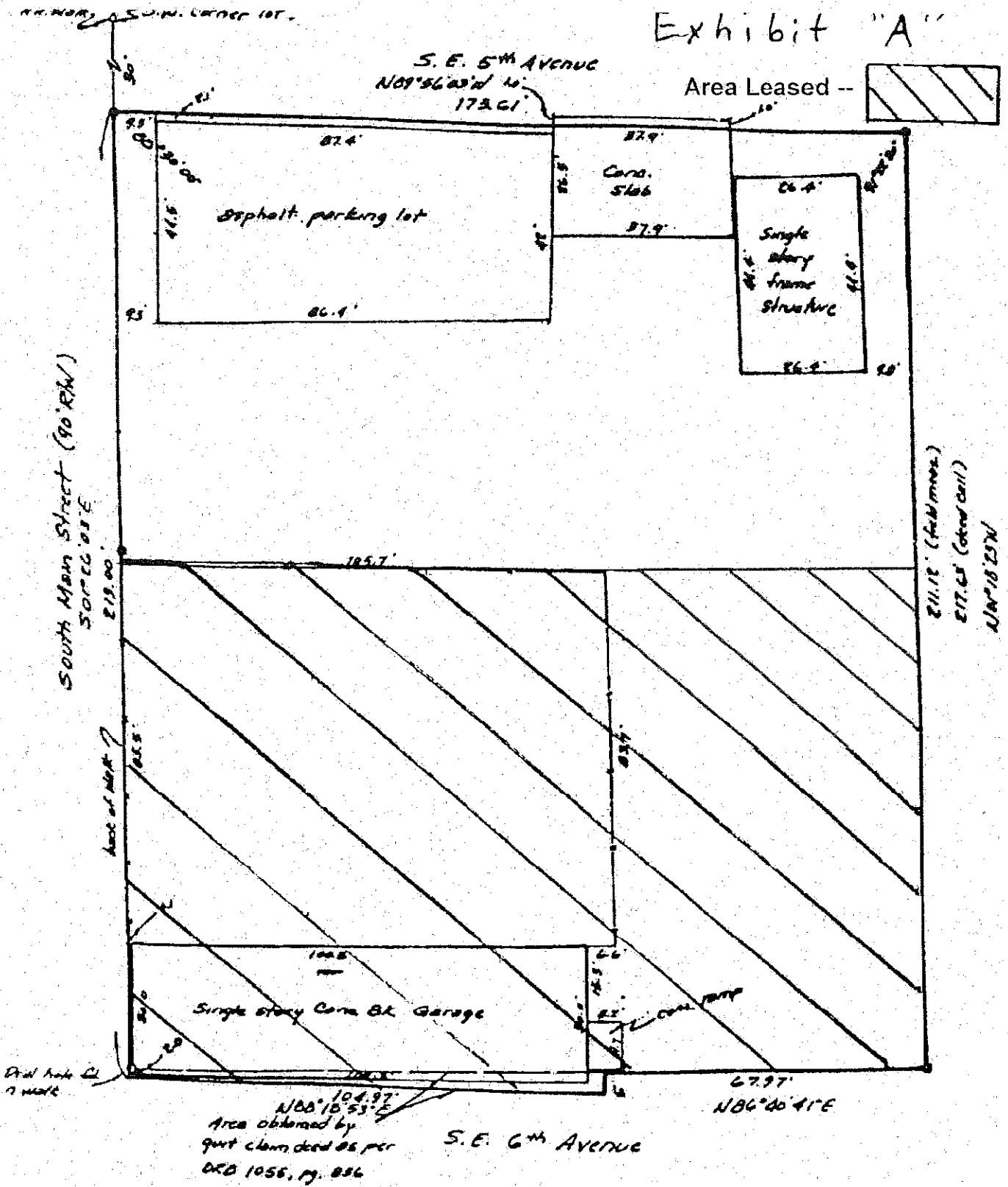
GAINESVILLE ARTISTS  
COOPERATIVE (PRESIDENT)

Lessee

Troy Rosslow  
352-262-5573

# Exhibit "A"

Area Leased --



SURVEY

PLAT



## Exhibit D

## STANDARD ESTOPPEL CERTIFICATE FOR COMMERCIAL LEASE

## AS CONTAINED IN EXHIBIT B

## ESTOPPEL CERTIFICATE

The undersigned, Evan Galbicka ("Tenant"), hereby certifies to City of Gainesville, as follows:

1. Attached hereto is a true, correct and complete copy of that certain lease dated, June 21, 2012, between ("Landlord") and Tenant (the "Lease"), regarding the premises located at 505 South Main Street, Gainesville, Florida, approximately the north 93 feet thereof (the "Premises"). The Lease is now in full force and effect and has not been amended, modified or supplemented, except as set forth in Paragraph 4 below.

2. The Term of the Lease commenced on July 1, 2012.

3. The Term of the Lease shall expire on June 30, 2013.

4. The Lease has: (Initial one)

*eg* not been amended, modified, supplemented, extended, renewed or assigned.

\_\_\_\_\_ been amended, modified, supplemented, extended, renewed or assigned by the following described terms or agreements, copies of which are attached hereto:

5. Tenant has accepted and is now in possession of the Premises.

6. The amount of Monthly Base Rent is \$600.00 .

7. The amount of Security Deposit (if any) is \$0.00.

No other security deposits have been made except as follows:

8. Tenant is paying the full lease rental which has been paid in full as of the date hereof. No rent or other charges under the Lease have been paid for more than thirty (30) days in advance of its due date except as follows:

9. All work is required to be performed by Landlord under the Lease has been completed except as follows:

10. To the best of Tenant's knowledge, there are no defaults on the part of the Landlord or Tenant under the Lease except as follows:

11. To the best of Tenant's knowledge, Tenant has no defense as to its obligations under the Lease and claims no set-off or counterclaim against the other party except as follows:

12. Tenant has no right to any concession (rental or otherwise) or similar compensation in connection with renting the space it occupies other than as provided in the Lease except as follows:

All provisions of the Lease and the amendments thereto (if any) referred to above are hereby ratified.

The foregoing certification is made with the knowledge that a lender is about to fund a loan to Landlord or a third party purchaser is about to purchase the Premises from Landlord and that such parties shall rely upon the representations herein made by Tenant.

IN WITNESS WHEREOF, this certificate has been duly executed and delivered by the authorized officers of the undersigned as of January 28, 2013.

TENANT: *Evan Galbicka*

Evan Galbicka

**STANDARD ESTOPPEL CERTIFICATE FOR COMMERCIAL LEASE**

**AS CONTAINED IN EXHIBIT C**

**ESTOPPEL CERTIFICATE**

The undersigned, Chris Fillie and/or Gainesville Artists Cooperative LLC ("Tenant"), hereby certifies to City of Gainesville, as follows:

1. Attached hereto is a true, correct and complete copy of that certain lease dated, August 2, 2012, between ("Landlord") and Tenant (the "Lease"), regarding the premises located at 505 South Main Street, Gainesville, Florida, approximately the north 93 feet thereof (the "Premises"). The Lease is now in full force and effect and has not been amended, modified or supplemented, except as set forth in Paragraph 4 below.

2. The Term of the Lease commenced on January 1, 2012.

3. The Term of the Lease shall expire on December 31, 2016.

4. The Lease has: (Initial one)

NP not been amended, modified, supplemented, extended, renewed or assigned.

       been amended, modified, supplemented, extended, renewed or assigned by the following described terms or agreements, copies of which are attached hereto:

5. Tenant has accepted and is now in possession of the Premises.

6. The amount of Monthly Base Rent is \$900.00 .

7. The amount of Security Deposit (if any) is \$0.00.

No other security deposits have been made except as follows:

8. Tenant is paying the full lease rental which has been paid in full as of the date hereof. No rent or other charges under the Lease have been paid for more than thirty (30) days in advance of its due date except as follows:

9. All work is required to be performed by Landlord under the Lease has been completed except as follows:

10. To the best of Tenant's knowledge, there are no defaults on the part of the Landlord or Tenant under the Lease except as follows:

NP

11. To the best of Tenant's knowledge, Tenant has no defense as to its obligations under the Lease and claims no set-off or counterclaim against the other party except as follows:

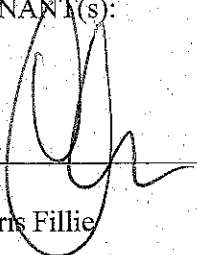
12. Tenant has no right to any concession (rental or otherwise) or similar compensation in connection with renting the space it occupies other than as provided in the Lease except as follows:

All provisions of the Lease and the amendments thereto (if any) referred to above are hereby ratified.

The foregoing certification is made with the knowledge that a lender is about to fund a loan to Landlord or a third party purchaser is about to purchase the Premises from Landlord and that such parties shall rely upon the representations herein made by Tenant.

IN WITNESS WHEREOF, this certificate has been duly executed and delivered by the authorized officers of the undersigned as of January 31<sup>st</sup>, 2013.

TENANT(s):

  
\_\_\_\_\_  
Chris Fillie

Gainesville Artists Cooperative LLC

\_\_\_\_\_  
Troy Rosslow



**Exhibit "E"**

LEASE AMENDMENT for that Lease, dated August 2, 2012  
 by and between  
 DAVID MATHIA, LESSOR and  
 CHRIS FILLIE and/or GAINESVILLE ARTISTS COOPERATIVE, LLC

This Agreement made this 31<sup>st</sup> day of January, ~~2012~~ <sup>2013</sup>, between David Mathia, (LESSOR), whose mailing address is 110 Lake McMeekin Lane, Hawthorne, Florida 32640, Chris Fillie whose mailing address is 514 Southwest 4<sup>th</sup> Street, Gainesville, Florida 32601 and/or Gainesville Artists Cooperative LLC, a.k.a. Gainesville Artists Cooperative, Inc., whose mailing address is 2049 Northeast 16<sup>th</sup> Terrace, Gainesville, Florida 32609 (collectively the LESSEE), and the City of Gainesville, a municipal corporation of the State of Florida (CITY), 200 East University Avenue, Suite 401, Gainesville, Florida 32627.

## WITNESSETH:

WHEREAS, the LESSOR owns property commonly known as the Property, located at 505 South Main Street, Gainesville, Florida, and;

WHEREAS, the CITY desires to purchase the Property, and;

WHEREAS, the LESSOR has the Property under lease agreement (Lease) to Chris Fillie and/or Gainesville Artists Cooperative, LLC, Lessee, and;

WHEREAS, the term of the Lease stipulates an expiration date of December 31, 2016, and;

WHEREAS, the term of the Lease also stipulates a rent payment of \$900 per month, starting January 1, 2012 and increasing \$100 on January 1<sup>st</sup> of each renewal year, and;

WHEREAS, LESSOR and LESSEE agree to terminate the Lease on September 30, 2014.

NOW, THEREFORE, in consideration of the mutual promises and consideration contained in this agreement, the parties agree as follows:

1. LESSOR and LESSEE agree to amend the Lease by reducing the term of the Lease to expire on September 30, 2014.
2. Upon sale of the property to the CITY, LESSOR and LESSEE agree to reduce the monthly rent payment to Once Dollar per month in consideration of this Amendment until the termination of the Lease on September 30, 2014.
3. Upon sale of the property to the CITY, LESSOR also agrees to Lease to the LESSEE the north 93 feet of the property commencing on June 1, 2013 and terminating September 30, 2014 under the same provisions as contained herein.

Indemnification

4. Upon the sale of the Property to the City and during the term of the Lease, the LESSEE agrees to indemnify, defend, save and hold harmless the CITY, its elected and appointed officials, from all claims, demands, suits, liabilities, damages, losses and expenses, for bodily injury or death to persons or damage to property, including reasonable attorney's fees and costs, to the extent resulting from or arising out of the above permitted activity by the LESSEE, its contractors, subcontractors, agents, employees or representatives. The CITY does not waive its right to sovereign immunity under Florida law.

Insurance Requirements

5. Upon the sale of the Property to the City and during the term of the term of this agreement the LESSEE, at its own expense, shall maintain the following insurance of the types and to the limits specified below. These policies shall be issued by an insurance company licensed in the State of Florida and the City of Gainesville shall be listed as additional insured where applicable.

Insurance Required:

Worker's Compensation Statutory Limits

Commercial General Liability: \$1,000,000 combined single limit

Business Auto Liability: \$1,000,000 combined single limit

Maintenance and Repairs

6. The LESSEE, at its cost and expense, shall furnish all the structural repairs, supplies, materials, labor, equipment, services, and utilities. The area of the Premises shall be maintained by the LESSEE to a clean and safe condition.

Delivery of Notice

7. As to the LESSEE:

Chris Fillie

514 Southwest 4<sup>th</sup> Street

Gainesville, Florida 32601

and

Gainesville Artists Cooperative LLC,

a.k.a. Gainesville Artists Cooperative, Inc.

2049 Northeast 16<sup>th</sup> Terrace

Gainesville, Florida 32609



As to the CITY:  
 City Manager  
 P.O. Box 490  
 Gainesville, Florida 32627

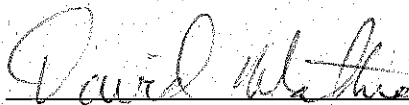
8. There shall be a default by the LESSEE if the LESSEE fails to comply with any condition or provision in this Lease Amendment or the Lease. If a default occurs, upon giving thirty (30) days written notice of such default to the LESSOR, if the default has not been cured, the CITY may void the Agreement and cure the default or terminate the Lease. The parties do not waive any rights or remedies under common law. In the event legal action becomes necessary to enforce this Agreement, the laws of Florida will control. Venue is in Alachua County, Florida.
9. The Agreement shall bind both parties, their partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in all this Agreement.

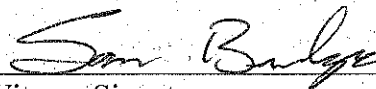
Entire Agreement

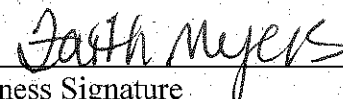
10. This agreement embodies the entire understanding of the parties in this regard and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the same subject matter except as to easements. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.
11. Except as expressly amended or modified by this Lease Amendment, the terms, conditions, and provision of the Lease between LESSOR and LEESSEE shall remain in full force and effect.
12. **This Amendment is not effective unless the City purchases the demised property.**

In witness, the parties have executed this agreement at Gainesville, Alachua County, Florida, this 31 day of January, ~~2012~~<sup>2013</sup>.

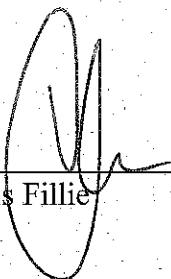
LESSOR:

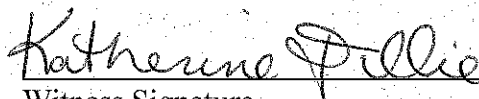
  
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 David Mathia

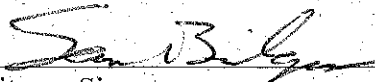
  
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 Witness Signature

  
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 Witness Signature

LESSEE:

  
\_\_\_\_\_  
Chris Fillie

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Witness Signature

And/Or

Gainesville Artists Cooperative LLC  
a.k.a. Gainesville Artists Cooperative, Inc.

\_\_\_\_\_  
Troy Rosslow, President

\_\_\_\_\_  
Witness Signature

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Witness Signature