

Legislative #

170805A

CONTRACT FOR SALE AND PURCHASE

Whereas, the below named parties entered into a License Agreement for Access and Construction dated December 15, 2017 (the "License Agreement") for the property described in Section 1 below; and

Whereas, on January 18, 2018, the City Department of Doing approved the Lot Split necessary to create a land condominium and the City Commission approved the Declaration of Condominium and all associated documents; and

Whereas, in order to fulfill the remaining obligations of each party as set forth in the License Agreement, the parties desire to enter into this Contract for Sale and Purchase (the "Contract").

Now therefore, the parties agree as follows:

The City of Gainesville, Florida, a municipal corporation (the "Seller"), and **Concept Companies Inc., a Florida corporation** (the "Buyer")(Buyer and Seller are collectively referred to as the "Parties") hereby agree that Seller shall sell and Buyer shall buy the real property described in Section 1 below pursuant to the terms and conditions of this Contract:

1. DESCRIPTION:

(a) Legal description: Unit C, CORNERSTONE, a CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium, recorded in Official Records Book _____, Page _____, of the public records of Alachua County, Florida.

(b) Street address: address not yet assigned in the 2100-2200 block of SE Hawthorne Road, Gainesville, Florida.

2. PURCHASE PRICE (U. S. currency): \$391,272

PAYMENT:

(a) Deposit to be paid by Buyer upon execution and delivery of this Contract, said Deposit to be held in escrow by the Closing Agent and credited to the Purchase Price at Closing. \$5,000

(b) Balance to close by cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations. \$386,272

3. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; CONTINGENCY:

- a. The time for acceptance of this offer ends on February 22, 2018.
- b. The effective date of this Contract ("Effective Date") will be the date when the last one of the following has occurred: Buyer has signed this Contract, the City Commission has approved this Contract, and the Contract has been signed by the City Manager pursuant to the City Commission approval.
- c. This Contract is expressly contingent upon approval by the City Commission of the City of Gainesville and filing of the Declaration of Condominium in the public records of Alachua County, Florida.

Buyers Initials: _____

Sellers Initials: _____

4. **FINANCING:** The Closing is contingent upon Buyer obtaining financing sufficient to construct a commercial building with a minimum of 1 story and 20,000 square feet of gross leasable area, the "Development."
5. **TITLE EVIDENCE:** On or before March 1, 2018, Buyer, at Buyer's expense shall obtain 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).
6. **CLOSING DATE:** This transaction shall be closed and the closing documents delivered on or before March 16, 2018 ("Closing"), unless modified by other provisions of this Contract.
7. **RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title by special warranty deed, free and clear of all liens, encumbrances, mortgages, taxes, or assessments of any kind or nature, subject only 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 commercial and laboratory use (the "Intended Use").
8. **DUE DILIGENCE:** Not applicable, Buyer performed all of its desired due diligence activities prior to executing the License Agreement. Buyer utilized 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.
9. **SPECIAL CONDITIONS:**
 - a. **Land Condominium:** The Buyer acknowledges that the Property is part of a land condominium and that Buyer has been provided a current copy of the following: the recorded survey of Cornerstone Condominium, the recorded Declaration of Condominium, the filed Articles of Incorporation of the Condominium Association, the Bylaws of the Condominium Association and annual estimated budget of the Association. At Closing, Buyer shall pay two (2) months of condominium assessments for Unit C to the Cornerstone Condominium Association, Inc., based on the estimated budget of \$57,450 for the first year.
 - b. **Compensation Agreement for GTEC Parcel's usage of Condominium Common Elements:** The Seller owns a parcel of land adjacent to Cornerstone Condominium referred to as the "GTEC Parcel". The Seller was unable to include the GTEC Parcel in Cornerstone Condominium, because the mortgage holder would not consent. Upon satisfaction of the mortgage, the Seller anticipates adding the GTEC Parcel as a subsequent phase to Cornerstone Condominium. Until such time as the GTEC Parcel is added to Cornerstone Condominium, in consideration of the GTEC Parcel's usage of and benefit from the common elements of Cornerstone Condominium, the Seller will pay to Cornerstone Condominium Association, Inc., a percentage share of the Association's operating expenses based on the Gross Leasable Area of the GTEC Parcel divided by the total Gross Leasable Area assigned to each Unit in the Master Plan for Cornerstone Condominium plus the Gross Leasable Area of the GTEC Parcel. This

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obligation will be memorialized in a written agreement between the Seller and Cornerstone Condominium Association, Inc. and shall enure to the benefit of, and be enforceable by, the Condominium Unit Owners. The written agreement shall be recorded at, or prior to, Closing.

10. WARRANTIES & COVENANTS OF SELLER:

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

b. **SELLER'S OWNERSHIP:** Seller warrants and covenants that Seller has title to the exclusion of all other persons or entities to the fee simple interest in the Property, and the same shall be conveyed by Seller to Buyer at the closing; that Seller has an unrestricted right to so transfer, that there are no Contracts, leases or understandings affecting the Property or improvements thereon other than those recorded in the public records of Alachua County, Florida and the Cornerstone Condominium documents disclosed in Section 9a above.

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 caused by Seller 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 MU-1.

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.

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.

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

14. DISCLOSURES: Not applicable.

15. MAXIMUM REPAIR COSTS: Not applicable, vacant property.

16. RIDERS; ADDENDA; SPECIAL CLAUSES: None

Buyers Initials: _____

Sellers Initials: _____

- 24. **GOVERNING LAW:** The Laws of the State of Florida shall govern this Contract, notwithstanding its conflict of laws provisions. Venue shall be in Alachua County, Florida.
- 25. **RELATIONSHIP:** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the Seller and the Buyer. The Buyer cannot create any obligation or responsibility on behalf of the Seller or bind the Seller in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein.
- 26. **BANKRUPTCY.** If, at any time prior to Closing, there shall be filed by or against Buyer in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Buyer's property, this Contract shall be deemed canceled and terminated prior to such filing. Buyer agrees to notify Seller in writing of its intent to file for bankruptcy at least 30 days prior to such filing, and Buyer shall vacate the Property prior to such filing, unless the City agrees otherwise. In the event of bankruptcy by Buyer, neither Buyer nor any person claiming through or under Buyer by virtue of any statute or of any order of any court shall be entitled to close on the purchase of the Property or take possession or remain in possession of the Property, but shall vacate and surrender the Property.

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, a municipal corporation

By: _____
Anthony Lyons, City Manager

Date: _____

WITNESSES:

Name

Print Name

Name

Print Name

Buyers Initials: _____

Sellers Initials: _____

BUYER:

CONCEPT COMPANIES INC., a Florida corporation

_____ Date: _____

WITNESSES:

_____	_____
Name	Print Name
_____	_____
Name	Print Name

DEPOSITS : Deposits 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 Paragraphs 7, 8 and 9 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. Seller's obligations under this Section shall not apply to any condition caused by Buyer under the License Agreement.

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

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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. Seller's obligations under this Section shall not apply to any condition caused by Buyer under the License Agreement.

C. WOOD DESTROYING ORGANISMS: Not applicable, 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 8 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.

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. Seller's obligations under this Section shall not apply to any work performed by Buyer under the License Agreement.

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 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: Seller shall furnish the Special Warranty Deed and owner's possession affidavit.

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

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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, vacant land.

N. RISK OF LOSS: Not applicable, vacant land.

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

Buyers Initials: _____

Sellers Initials: _____

misdelivery to Buyer or Seller of items subject to the escrow, unless such misdilivery 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; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights 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 Special Warranty Deed, subject only to matters contained in Paragraphs 7, 8 and 9 and those otherwise accepted by Buyer.

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.

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Sellers Initials: _____