

Vacant Land Contract

1. Sale and Purchase: City of Gainesville ("Seller") and Shands Teaching Hospital and Clinics, Inc. ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: Tax Parcel 08162-005-000 plus the northeastern portion of tax parcel 08161-003-000. Legal Description: Airport Industrial Park Unit 1 PB Q-31 Lot 5 together with the NE 4.43 acres, more or less, of tax parcel 08161-003-000 and located northerly of tax parcel 08182-005-000. Survey to define precise description.

SEC 24 /TWP /09 /RNG 20 of Alachua County, Florida. A portion of Real Property ID No.: 08161-003-000 SEC 24 /TWP /09 /RNG 20 of Alachua County, Florida. Real Property ID No.: 08162-005-000

including all improvements existing on the Property and the following additional property

2. Purchase Price: (U.S. currency) \$ 312,500.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by: Escrow Agent's Name: Seller Choice Escrow Agent's Contact Person: Escrow Agent's Address: Escrow Agent's Phone: Escrow Agent's Email:

- (a) Initial deposit (\$0 if left blank) (Check if applicable) [x] accompanies offer [ ] will be delivered to Escrow Agent within \_\_\_ days (3 days if left blank) after Effective Date. \$ 2,000.00 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable) [ ] within \_\_\_ days (10 days if left blank) after Effective Date [ ] within \_\_\_ days (3 days if left blank) after expiration of Feasibility Study Period ..... \$ (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... \$ (d) Other: ..... \$ (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds..... \$ 310,500.00 (f) [ ] (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is [ ] lot [ ] acre [ ] square foot [ ] other (specify): prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before Nov. 18, 2021, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. Closing Date: This transaction will close on 60 days following end of Due Diligence ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements



53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy  
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56 (a)  Buyer will pay cash for the Property with no financing contingency.

57 (b)  This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified  
58 below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective Date,  
59 whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within \_\_\_\_\_ days  
60 after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and  
61 other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the  
62 Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be  
63 returned.

64 (1)  **New Financing:** Buyer will secure a commitment for new third party financing for \$ \_\_\_\_\_  
65 or \_\_\_\_\_% of the purchase price at (Check one)  a fixed rate not exceeding \_\_\_\_\_%  an  
66 adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate  
67 based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully  
68 informed of the loan application status and progress and authorizes the lender or mortgage broker to  
69 disclose all such information to Seller and Broker.

70 (2)  **Seller Financing:** Buyer will execute a  first  second purchase money note and mortgage to  
71 Seller in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows:

72 \_\_\_\_\_  
73 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow  
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee  
75 and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without  
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on  
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to  
78 keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller  
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the  
80 financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller  
81 will make the loan.

82 (3)  **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to

83 \_\_\_\_\_  
84 LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
85 \$ \_\_\_\_\_ per month, including principal, interest,  taxes and insurance, and having a  
86  fixed  other (describe) \_\_\_\_\_  
87 interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage  
88 will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase  
89 Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or the  
90 assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing  
91 which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer,  
92 this contract will terminate; and Buyer's deposit(s) will be returned.

93 **7. Assignability: (Check one)** Buyer  may assign and thereby be released from any further liability under this  
94 contract,  may assign but not be released from liability under this contract, or  may not assign this contract.

95 **8. Title:** Seller has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
96 deed  special warranty deed  other (specify) \_\_\_\_\_, free of liens, easements,  
97 and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,  
98 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any  
99 other matters to which title will be subject) \_\_\_\_\_,  
100 provided there exists at closing no violation of the foregoing.

101 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay  
102 for the title search, including tax and lien search (including municipal lien search) if performed, and all other  
103 fees charged by closing agent. Seller will deliver to Buyer, at

104 (Check one)  Seller's  Buyer's expense and

105 (Check one)  within \_\_\_\_\_ days after Effective Date  at least 60 days before Closing Date,

106 (Check one)

107 (1)  a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
108 discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the



amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2)  an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within \_\_\_\_\_ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1)  **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 90 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. To the extent allowed by law, without waiving **Buyer's** sovereign immunity and subject to the limitations set forth in Florida Statute Section 768.28, **Buyer** will indemnify and hold **Seller**

harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the acts or omissions of **Buyer's** employees and agents provided such acts are within their scope of employment or agency. **Buyer** will

not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.



- 165 (2)  **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including  
 166 being satisfied that either public sewerage and water are available to the Property or the Property will be  
 167 approved for the installation of a well and/or private sewerage disposal system and that existing zoning  
 168 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,  
 169 growth management, and environmental conditions, are acceptable to Buyer. This contract is not  
 170 contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's  
 172 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has  
 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies  
 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to  
 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as  
 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required  
 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The  
 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that  
 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach  
 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida  
 183 Department of Environmental Protection, including whether there are significant erosion conditions associated  
 184 with the shore line of the Property being purchased.
- 185  Buyer waives the right to receive a CCCL affidavit or survey.
- 186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be  
 187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title  
 188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to  
 189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to  
 190 Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the  
 191 costs indicated below.
- 192 (a) **Seller Costs:**  
 193 Taxes on deed  
 194 Recording fees for documents needed to cure title  
 195 Title evidence (if applicable under Paragraph 8)  
 196 Estoppel Fee(s)  
 197 Other: \_\_\_\_\_
- 198 (b) **Buyer Costs:**  
 199 Taxes and recording fees on notes and mortgages  
 200 Recording fees on the deed and financing statements  
 201 Loan expenses  
 202 Title evidence (if applicable under Paragraph 8)  
 203 Lender's title policy at the simultaneous issue rate  
 204 Inspections  
 205 Survey  
 206 Insurance  
 207 Other: \_\_\_\_\_
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real  
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and  
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,  
 211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will  
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the  
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not  
 215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in  
 216 installments,  Seller  Buyer (Buyer if left blank) will pay installments due after closing. If Seller is  
 217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a  
 218 Homeowners' or Condominium Association.
- 219 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
 220 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**  
 221 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**



222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER  
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE  
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by  
226 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at  
227 closing.

228 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate  
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that  
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be  
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days  
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph  
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)  
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in  
239 this contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing  
241 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain  
242 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may  
243 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,  
244 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive  
245 all payments made by the governmental authority or insurance company, if any.

246 **13. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this contract or be liable to  
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or  
248 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,  
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably  
250 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable  
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period  
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event  
253 continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and  
254 Buyer's deposit(s) will be returned.

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or  
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by  
257 this contract, regarding any contingency will render that contingency null and void, and this contract will  
258 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by  
259 an attorney or licensee (including a transactions broker) representing a party will be as effective as if  
260 delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This contract is the entire agreement between Seller and Buyer.  
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless  
263 incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or  
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This  
265 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications  
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.  
267 Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any  
268 provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully  
269 effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This  
270 contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or  
271 plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if  
272 permitted, of Seller, Buyer, and Broker.

273 **16. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive  
274 closing or termination of this contract.

275 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer  
276 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting



277 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be  
278 liable for the full amount of the brokerage fee.

279 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,  
280 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the  
281 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,  
282 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer  
283 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in  
284 equity to enforce Seller's rights under this contract.

285 **17. Attorney's Fees; Costs:** To the extent allowed by law, without waiving Buyer's sovereign immunity and  
subject to the limitations set forth in Florida Statute Section 768.28, In any litigation permitted by this Contract, the  
prevailing party shall be entitled to

286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting  
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively  
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them  
290 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing  
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and  
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person  
293 for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this  
294 contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees  
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed  
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations  
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this  
299 contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor  
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,  
301 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside  
302 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller  
303 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and  
304 government agencies for verification of the Property condition and facts that materially affect Property  
305 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all  
306 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising  
307 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer each  
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve  
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.  
310 This Paragraph will survive closing.

311 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by  
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales  
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services  
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the  
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**  
317 **closing agent:** Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage  
318 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the  
319 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be  
320 used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

328 •

329 •  
330 Rory Causseaux SL3405712  
331 Seller's Sales Associate/License No.

Rory Causseaux SL3405712  
Buyer's Sales Associate/License No.



332 \_\_\_\_\_  
 333 Rory.causseaux@colliers.com \_\_\_\_\_  
 334 Seller's Sales Associate Email Address Buyer's Sales Associate Email Address  
 335 \_\_\_\_\_  
 336 352-420-9889 \_\_\_\_\_  
 337 Seller's Sales Associate Phone Number Buyer's Sales Associate Phone Number  
 338 \_\_\_\_\_  
 339 Colliers International Florida, LLC \_\_\_\_\_  
 340 Listing Brokerage Buyer's Brokerage  
 341 \_\_\_\_\_  
 342 107 SW 7<sup>th</sup> Street, Gainesville, FL 32601 \_\_\_\_\_  
 343 Listing Brokerage Address Buyer's Brokerage Address  
 344 \_\_\_\_\_

345 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract  
 346 (Check if applicable):  
 347  A. Back-up Contract  
 348  B. Other \_\_\_\_\_  
 349 \_\_\_\_\_  
 350 \_\_\_\_\_

351 23. Additional Terms: Seller represents and warrants to Buyer that Seller, its owners, officers, directors,  
employees, agents and independent contractors (i) are not currently excluded, debarred, or otherwise  
ineligible to participate in the federal health care programs as defined in 42 U.S.C §1320a-7b(f) (the "Federal  
Health Care Programs"); (ii) have not been convicted of a criminal offense related to the provision of health  
care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to  
participate in the Federal Health Care Programs, and (iii) are not, to the best of its knowledge, under  
investigation or otherwise aware of any circumstances which may result in their being excluded from  
participation in the Federal Health Care Programs. This shall be an ongoing representation and warranty  
during the term of this Agreement and Seller shall immediately notify Buyer of any change in the status of  
the representation and warranty herein. Any breach of this provision shall give Buyer the right to terminate  
this Agreement for cause as of the date of breach or subsequently in its sole discretion. The seller will  
survey and subdivide the existing parcels to create the lot of record and will administer all permits required  
for the creation of the parcel to be purchased. The final survey will be subject to buyer's review and  
approval.  
 352 \_\_\_\_\_  
 353 \_\_\_\_\_

354 Final approval of this agreement is contingent upon buyers' board chair approval.  
 355 Refer to Addendum 1 for terms of Environmental Report.  
 356 \_\_\_\_\_  
 357 \_\_\_\_\_

358 Buyer agrees to pay Colliers International Florida, LLC a commission of 4% of the total purchase price at the time of  
 359 Closing.  
 360 \_\_\_\_\_

361 Seller agrees to administer lot reconfiguration application to modify the existing lots or record to meet the boundary conditions of this contract.  
 362 \_\_\_\_\_

363 Buyer agrees to pay up to \$2,037.75 to reimburse the city for the lot reconfiguration services.  
 364 \_\_\_\_\_  
 365 \_\_\_\_\_

366 **COUNTER-OFFER/REJECTION**

367  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
 368 deliver a copy of the acceptance to Seller).  
 369  Seller rejects Buyer's offer

370 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before  
 371 signing.


372 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

373 Print name: Edward Jimenez, CEO

374 Buyer:  Date: \_\_\_\_\_

375 Print name: \_\_\_\_\_

376 Buyer's address for purpose of notice:

Buyer  (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 7 of 8 pages.  
 VAC-13 Rev 2/20

377 Address: 1600 S.W. Archer Road Gainesville, Florida 32610

378 Phone: 352-265-0088 Fax: Email: pollib@shands.ufl.edu

379 Seller: Date:

380 Print name:

381 Seller: Date:

382 Print name:

**Seller's address for purpose of notice:**

383\* Address:

384\* Phone: Fax: Email:

385\* **Effective Date:** (The date on which the last party signed or initialed and delivered the  
386\* **final offer or counter-offer.**)

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Buyer (2) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 8 of 8 pages.  
VAC-13 Rev 2/20



ADDENDUM 1

ENVIRONMENTAL REPORT

A. ENVIRONMENTAL REPORT:

(1) Within 90 calendar days from the Effective Date of this Contract ("Due Diligence Period"), the Buyer may cause a Phase I or Phase II environmental study to be conducted on the Property by a qualified engineer. If the Phase I or Phase II environmental study conducted on the Property by a qualified engineer indicates the presence of "environmental contamination," as defined below, from a source other than the Preexisting Environmental Conditions as described in subsection (3) of this paragraph, or if the Phase I or Phase II environmental study indicates the presence of Preexisting Environmental Conditions as described in subsection (3) of this paragraph at levels that are unacceptable to the Buyer, the Buyer shall have the option to terminate this Contract within said 90-day period, the Deposit shall be returned to Buyer and this Contract shall be null and void except for any provision which expressly survives the termination of this Contract.

"ENVIRONMENTAL CONTAMINATION" is defined as follows: The presence in soils, groundwater or surface water on the Property of any contaminant, as that term is defined in Chapter 62-780.200(10), Florida Administrative Code ("F.A.C."), at a concentration in excess of the contaminant cleanup target levels established in Chapter 62-777, F.A.C., or the presence of Hazardous Substances, as defined below, on or under the Real Property or the groundwater underneath the Real Property.

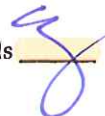
(2) The City/Seller is unwilling to assume responsibility for contracting directly for a Phase I or Phase II environmental study of the Property, as the Buyer is more capable of determining what scope of work will be necessary to meet its needs. The Buyer shall confer with the Alachua County Environmental Protection Department as to the required scope of work of any Phase II environmental study. The Phase I or Phase II environmental study shall be undertaken by the Buyer on its own initiative and shall be done at the Buyer's own expense.

(3) Seller's Representations

a. Contamination assessment activities have been performed at the Gainesville Job Corps Center, 5301 NE 40th Terrace, Gainesville, Florida ("Job Corps Site"), located north of the Property. The results of contamination assessment activities performed to date are contained in the following reports: Contamination Assessment Report, Gainesville Job Corps Center, dated March 29, 1994, prepared by GeoSolutions, Inc.; Preliminary Contamination Assessment Report for Gainesville Job Corps Center Former Filter Basins, dated 1996, prepared by Environmental Science and Engineering, Inc.; Contamination Assessment Report for Gainesville Job Corps Center Former Filter Basins, dated 1998, prepared by QST Environmental, Inc. ("QST"); Draft Contamination Assessment Report Addendum for the Former Filter Basins, Gainesville Job Corps Center, dated 1999, prepared by QST; and Draft Final Contamination Assessment Report Addendum for the Former Filter Basins, Gainesville Job Corps Center, dated April 2001, prepared by Dynamic Technology Systems, Inc. In addition, three (3) monitor wells have been installed on the Property, designated TMW-05, MW-17H and MW-17D. The results of groundwater samples collected from two (2) of these monitor wells (MW-17H and MW-17D) in December 2006, by the Florida Department of Environmental Protection ("FDEP Sampling Event"), are available in

Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_





a file maintained by the City of Gainesville Economic Development Department. In addition, the results of groundwater samples collected from three (3) monitor wells (designated Lot 6 TMW3, Lot 6 TMW4 and Lot 6 TMW5) on the Property prior to March 1997, are included in the following report: ENVIRONMENTAL SUMMARY FOR THE CITY OF GAINESVILLE AIRPORT INDUSTRIAL PARK, prepared by Jones, Edmunds & Associates, Inc., 730 NE Waldo Road, Gainesville, FL 32641. All of the reports and data referenced above are hereafter referred to as "Environmental Reports".

b. The Environmental Reports describe soil or groundwater impacts ("Preexisting Environmental Conditions") that may be present on the Property as a result of the release of Hazardous Substances on the Job Corps Site or the migration of Hazardous Substances from the Job Corps Site. As used herein, "Hazardous Substances" means any contaminants, pollutants, hazardous or toxic substances as those terms may be defined in any federal, state or local law, rule, regulation or ordinance, including asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof).

c. Upon request, Seller shall provide Buyer with copies of the Environmental Reports.

d. Seller makes no representation or warranty as to the accuracy of any of the information provided in the Environmental Reports.

(4) Buyer's Representations

a. Buyer shall, upon request by Seller at any time following the Closing, execute a Declaration of Restrictive Covenants for the Property, to be recorded in the Public Records of Alachua County, Florida, that prohibits: (a) the use of groundwater on the Property for any purpose; (b) drilling for water conducted on the Property; and (c) installation of any wells on the Property, all without the express written consent of the Florida Department of Environmental Protection. The Declaration of Restrictive Covenants shall run with the land and shall be binding upon any person or entity acquiring title to the Property following the Closing.

b. Buyer shall not engage in any activity on the Property that has the effect of exacerbating the Preexisting Environmental Conditions.

(5) Environmental Indemnity

a. Seller assumes all liability for, and releases and agrees to indemnify, demand, and hold harmless Buyer, Buyer's tenant(s), and Buyer's and Buyer's tenant's employees, agents, contractors (the "Indemnified Parties"), from and against, and compensate and reimburse the Indemnified Parties for, any and all losses, liabilities, claims, demands, damages, penalties, forfeitures, suits, costs, expenses, cleanup and remediation costs, and all other obligations which the Indemnified Parties may hereafter incur, become responsible for or pay out in connection with the Preexisting Environmental Conditions solely by virtue of Buyer's status as owner of the Property, or Buyer's tenant(s) status as a tenant or occupant of the Property, or the employees, agents, or contractors of Buyer or Buyer's tenant(s) as employees of Buyer or Buyer's tenant(s), as applicable ("Claim"); provided, however, Seller shall have no obligation to indemnify or hold harmless the Indemnified Parties against any Claim related to or arising out of environmental impacts on the Property as a result of sources other than the Preexisting Environmental Conditions, or to the extent caused by or resulting from the negligence or willful misconduct of Buyer, or its agents, employees, or invitees, or to the extent that action of Buyer, its agents, employees, or invitees have exacerbated Preexisting Environmental Conditions.

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b. Buyer shall notify Seller of any Claim within **ten (10) business days** after Buyer receives actual notice thereof. Buyer shall cooperate with Seller in any reasonable manner that Seller shall request in the defense of any Claim.

c. Seller shall have the right to assume and take over the defense of any Claim and engage attorneys to represent Seller and Buyer with counsel reasonably acceptable to Buyer; provided, however, if Buyer desires separate counsel, Buyer may engage such counsel at its own cost and expense and Seller shall cause Seller's counsel to cooperate with Buyer's counsel in its defense of any Claim.

d. The environmental indemnity provided for in this Contract shall not be enforceable by Buyer in the event that Seller has requested Buyer execute and record the Declaration of Restrictive Covenants provided in Buyer's Representations above and Buyer has failed to so execute and record the Declaration of Restrictive Covenants.

e. Seller waives the protection of, and any limitation of the liability of Seller arising from, the sovereign immunity of Seller under the Constitution, laws and statutes of the State of Florida, including but not limited to Chapter 768, Florida Statutes.

f. The foregoing agreement of Seller to indemnify, defend and hold harmless shall inure to the benefit of Buyer, Buyer's tenant(s), and the successors and assigns of Buyer and Buyer's tenant(s), and their respective employees, agents and contractors, including without limitation any future owner of the Property and any future tenant of the Property. The provisions of this subsection 8.B.(5) shall survive the Closing.

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