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

1. **Parties:** The parties shall hereafter be identified as the buyer and seller. The seller is **The City of Gainesville**, whose Post Office address is P.O. Box 490, Gainesville, Florida 32602-0490, and the buyer is the **Florida Food Service, Inc.**, whose Post Office address is P.O. Box 5247, Gainesville, Florida 32627-5247.

2. **Option:** The seller hereby grants to the buyer the exclusive right, during the term of this option, to purchase the property, which is described as follows:

See Exhibit "B" attached hereto and made a part hereof:

according to the terms and conditions of the Purchase and Sale Agreement which is attached hereto, (Exhibit "A") incorporated into this option contract by reference, and marked for identification by the parties by their having marked their initials on the upper right hand corner of each page.

3. **Option Consideration and Escrow:** The consideration for this right is \$ 10,000.00 paid by the buyer to the seller upon execution of this option contract.

Any amounts paid by Buyer in consideration for the option ("option consideration") will be deposited with the Seller.

If the closing takes place under this Agreement, the Seller shall credit Buyer with the amount of monies deposited at the time of closing. Except as provided hereinafter, if Buyer does not exercise the option to purchase during the Term, the Seller shall retain all of the aforementioned deposits.

In the event that Seller is unable to cure defects in title (as provided in the Purchase and Sale Agreement), or if seller otherwise defaults, or if the conditions precedent to a closing provided for herein are not met, and the Purchaser chooses not to close the purchase of the Premises, said deposit(s) (including such interest thereon as shall have accrued) shall be paid over to the Buyer whereupon all parties shall be released from all liabilities and obligations under this Agreement.

4. **Exercising the Option:** To exercise this option, and hereby accept the offer to enter into the attached Purchase and Sale Agreement, the buyer shall execute two copies of the attached Purchase and Sale Agreement and shall deliver it to the seller at the following address:

City of Gainesville
City Hall, Room 418
200 East University Avenue
Gainesville, Florida 32601

together with a written notice that the buyer is thereby exercising the option. The option shall be effectively exercised upon the seller's receipt of the executed Purchase & Sale Agreement and notice. Delivery may be accomplished by personal delivery or by sending the executed Purchase

and Sale Agreement and notice by messenger or U.S. Mail, postage prepaid, certified, return receipt requested.

If the buyer has exercised this option as specified above, the seller shall execute one of the copies of the Purchase and Sale Agreement delivered by the buyer and shall deliver that executed copy to the buyer within a reasonable time of receipt, a reasonable time being not more than ten (10) days following demand.

THIS OPTION CONTRACT IS CONTINGENT UPON CITY COMMISSION AND GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY APPROVAL.

5. **Expiration of the Option:** This option shall expire on December 31, 2006, or after the passage of one year from the execution date of this option, whichever is earlier. The option may be exercised until 5:00 p.m. of the day of the expiration date. An attempt to exercise the option after that time and date shall have no effect. The time of day at the seller's address shall be the applicable time. Time is considered to be of the essence by both parties to this option.

This option shall not be terminated by the death of either party. This option shall be binding on the heirs, legatees, executors, administrators, personal representatives, successors, and assigns of the seller. This option shall enure to the benefit of the heirs, legatees, executors, administrators, personal representatives and successors of the buyer.

6. **Assignability:** The buyer shall not assign its rights under this Agreement without the written consent of the seller.

7. **Transfer of the Property Subject to the Option:** The property, which is the subject of this option, is freely assignable by the seller. However, any transfer of the property shall be subject to, and shall not defeat the rights of, the buyer, his heirs, legatees, executors, administrators, personal representatives and successors.

8. **Recording:** This agreement may be recorded.

9. **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 immediately 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 Lot 12 TMW2, Lot 12

TMW3, and Lot 12 TMW5. The results of groundwater samples collected from these three (3) monitor wells 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 reference above are hereafter referred to as "Environmental Reports."

B. The Environmental Reports describe soil and/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.

10. Buyer's Representations

A. Buyer shall, upon request by Seller at any time following the Closing, execute a Declaration of Restrictive Covenant 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 Covenant 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.

11. Environmental Indemnity

A.. Seller shall indemnify, defend and hold harmless Buyer from and against any and all liabilities claims, demands, damages, penalties, forfeitures, suits, costs, expenses and all other obligations which Buyer 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 ("Claim"); provided, however, Seller shall have no obligation to indemnify or hold harmless Buyer 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.

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; 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 Agreement shall not be enforceable by Buyer in the event that Seller has requested that Buyer execute and record the Declaration of Restrictive Covenant provided in Buyer's Representations above and Buyer has failed to so execute and record the Declaration of Restrictive Covenant.

12. **Right to Cancel Agreement:** Within 30 days of the execution date of this Contract, the buyer may cause a Phase I or Phase II environmental study to be conducted on the premises by a qualified engineer. If the Phase I or Phase II environmental study conducted on the premises by a qualified engineer indicates the presence of "environmental contamination," as defined below, from a source other than that described in Paragraph 9, or if the Phase I or Phase II environmental study indicates the presence of Preexisting Environmental Conditions, as described in Paragraph 9, at levels that are unacceptable to the buyer, the buyer shall have the option to rescind this agreement within said 30 day period.

"ENVIRONMENTAL CONTAMINATION" is defined as follows: (a) For groundwater, presence of contaminants in excessive levels established in Groundwater Guidance Concentration Manual dated June 1994; (b) For surface water, the presence of contaminants in excess of applicable standards adopted in Chapter 62-302, F.A.C.; (c) The presence of solid waste or debris upon, or within, the property in sufficient quantities that would result in significant off-site disposal expenditures, or the presence of hazardous waste, as that term is defined by the EPA, upon or within the property.

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

13. **Execution:**

A. **SELLER:**

CITY OF GAINESVILLE

Russ Blackburn
City Manager

APPROVED AS TO FORM AND LEGALITY

Marion Radson
City Attorney
City of Gainesville

Witness to Execution _____

Witness to Execution _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by _____, the _____ of the City of Gainesville, Florida, a municipal
corporation, who is personally known to me and duly sworn, acknowledged that as such officer, and
pursuant to authority from said corporation, he executed the foregoing instrument for the uses and
purposes set forth and contained ion said instrument.

Pint Name: _____
Notary Public, State of Florida, Commission No.
My Commission Expires:

Concurred by:

Chair
Gainesville-Alachua County
Regional Airport Authority

Secretary/Treasurer

B. BUYER:

FLORIDA FOOD SERVICE, INC.

Signature Joel S. Islam


Witness to Execution [Signature]

Witness to Execution [Signature]

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20 day of Sept, 2005, by Joel S. Islam, who is personally known to me or who have produced _____ as identification, and duly sworn, acknowledged that she executed the foregoing instrument for the uses and purposes set forth and contained in said instrument.

Mary Moon
Print Name Mary Moon
Notary Public, State of Florida
Commission No.
My Commission Expires:

 Mary E Moon
My Commission DD140510
Expires September 13, 2006