

GEORGE W. DEKLE, JR., G.R.I
Licensed Real Estate Broker

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17 July 2014

Mr. Gene Prince
Gainesville Fire Chief
1025 N. E. 13th Street
Gainesville, FL 32601

RE: Letter of Intent from Gate Petroleum Company to Purchase
1244 NW 30th Avenue (Tax Parcel# 08300-002-000)

Dear Mr. Prince,

Received this "Letter of Intent" from Gate Petroleum and they asked that it be delivered to Mr. Blackburn. Wanted you to review first and ask that you deliver it to Mr. Blackburn.

Have enjoyed working with you and Gate Petroleum over the past few years on this project. Hopefully a purchase agreement can be negotiated favorable to all parties.

Kindest regards,



George W. Dekle, Jr. Realtor

Email: <gdeklerealtor@gru.net>

RECEIVED JUL 21 2014



140327

July 17, 2014

Mr. Russ Blackburn
City Manager
City of Gainesville
200 E. University Avenue
Gainesville, Florida 32602

Re: Letter of Intent for approximately 0.7 acres located at 1244 NW 30th Avenue, in
Gainesville, Florida

Dear Mr. Blackburn:

This letter constitutes an expression of the general terms upon which Gate Petroleum Company ("Purchaser") is prepared to enter into a purchase and sale agreement (the "Purchase Agreement") with City of Gainesville, Florida, a municipal corporation (the "Seller"), regarding the real property described in paragraph 1 below.

This letter shall not, and should not be construed, to create or bind either Purchaser or Seller to any obligations, legal or otherwise, respecting the property, but is intended only to determine whether there is a basis acceptable to Purchaser and Seller for proceeding toward a legally binding definitive Purchase Agreement for the sale of the property. Only a valid, fully executed and mutually acceptable purchase agreement will constitute a full and complete offer with respect to the Property.

1. Property:

The property which is the subject of this letter of intent consists of approximately .70 acres having an address of 1244 NW 30th Avenue, in Gainesville, Alachua County, Florida and is more particularly identified by Parcel ID Number 08300-002-000 by the Alachua County Property Appraiser. The subject site is depicted on the property appraiser's map attached hereto (the "Property").

2. Purchase Price:

Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)

3. Earnest Money Deposit:

Within five (5) business days after receipt by Purchaser of a fully executed contract ("Contract"), Purchaser will place the sum of Twenty-Five Thousand Dollars (\$25,000.00) as an earnest money deposit in escrow with Rogers Towers, PA, who will act as title and escrow agent.

4. **Proposed Use:**

This site would be assembled with our existing contiguous parcel to allow for a retail gas station/convenience store containing up to 7,000 square feet and up to 26 fueling positions with a drive through car wash.

5. **Inspection Period:**

Purchaser shall have ninety (90) days from the Effective Date of the Purchase Agreement (the "Inspection Period") to determine whether the site is suitable, in Purchaser's sole discretion, for the development thereof as Purchaser's proposed use. Purchaser shall have the right to terminate the Purchase Agreement for any reason at any time prior to the expiration of the Inspection Period by written notice to Seller, in which event the Purchase Agreement shall automatically expire, and any earnest money shall be promptly refunded to Purchaser. Seller shall cooperate with Purchaser in connection with Purchaser's efforts to obtain any government approvals and any expenses incurred by Purchaser in that regard shall be at Purchaser's sole cost.

6. **Governmental Approval Period:**

Purchaser shall have a period of one hundred eighty (180) days after the expiration of the Inspection Period ("Governmental Approval Period") in which to obtain site plan approval and such other approvals, licenses and permits as may be necessary to construct its proposed improvements upon the Property. Purchaser shall pursue such approvals with diligence. If, despite complying with the foregoing requirements, Purchaser has not obtained such approvals by the end of the Governmental Approval Period, then Purchaser may terminate the Agreement by so notifying Seller within five (5) business days after the end of the Governmental Approval Period, in which event the Agreement shall terminate (except for indemnity and insurance obligations) and Purchaser shall receive a return of the Deposit. Seller shall cooperate with Purchaser in connection with Purchaser's efforts to obtain such approvals and any expenses incurred by Purchaser in that regard shall be at Purchaser's sole cost.

So long as purchaser is diligently pursuing its permits, Seller agrees to allow Purchaser a one hundred twenty (120) day extension of their governmental approval period.

7. **Closing:**

The Closing shall occur within thirty (30) days after the completion of construction of a "new first station" to replace the fire station currently located on the Property. The parties anticipate this should take no longer than 24 months from the date of execution of the purchase and sale agreement.

8. **Closing Costs:**

Seller to pay for the cost of its own legal counsel, deed transfer tax, the cost of correcting such title defects as Seller has agreed to correct.

Purchaser to pay for the costs of an owner's title insurance policy, survey, its own investigations, engineering and permit fees, mortgagee title insurance, if any, costs of its own legal counsel.

9. **Brokers:**

Purchaser and seller acknowledge and agree that George W. Dekle, Jr. ("Broker") is acting as a transactional broker for Seller and Buyer. Seller agrees to pay all applicable real estate brokerage commissions pursuant to a separate agreement between Seller and Broker.

10. Impact Fees, Concurrency or Development Rights:

Seller shall provide Purchaser with any and all documents in Seller's possession regarding pre-paid impact fees, concurrency or development rights. Should any assignable impact fees, concurrency or development rights exist, Seller shall assign the same to Purchaser at Closing.

11. Purchase Agreement:

In order to expedite this matter, Purchaser agrees to prepare a contract upon agreement of the terms. Such contract shall set forth the complete terms of both the purchase and the rights and obligations of both parties.

12. No Public Disclosure:

The parties hereto shall keep confidential each of the provisions of this Letter and all business strategy, plans, discoveries, or marketing information in connection herewith, except (a) if and to the extent the information is already a matter of public knowledge; (b) if and to the extent the Buyer or Seller acquired the information totally apart from the other party's employees, agents or representatives; (c) such disclosures as may be necessary to a party's broker, lender, attorney, accountant, architect, engineer, space planner, and similar consultants (collectively, "Permitted Confidants"); or (d) such disclosures as are required by law or by any litigation between the parties hereto. The parties shall also timely require each of its Permitted Confidants to keep that information confidential. Before making any disclosure required by law, the Buyer or Seller, or its Permitted Confidant, as the case may be, shall give as much notice thereof as is legally permitted, along with a copy of the proposed disclosure. The foregoing duties of confidentiality shall continue for so long as this Letter is in effect. The Purchase Agreement contemplated hereby shall incorporate the foregoing duties of confidentiality, and, if executed, shall continue the confidentiality period until the purchase is fully completed or the Purchase Agreement is terminated.

13. Miscellaneous:

(a) Within fifteen days of the execution and delivery of a mutually acceptable purchase and sale agreement, Seller shall provide Purchaser with copies of all property related documents in Seller's possession (i.e. title, survey, zoning, environmental, etc.); and

(b) Seller shall assist Purchaser in confirming the following:

(1) Water, sewer, electrical utility lines and facilities are all located within the adjacent road roadway of a size sufficient to serve Purchaser's proposed use.

(2) That the Property has the proper land use designation and zoning for the Purchaser's Intended Use.

If this letter of intent is satisfactory, please sign below where indicated and return one fully executed copy to Purchaser.

Sincerely,

GATE PETROLEUM COMPANY

By: *Becky Hamilton*

Name: Becky Hamilton

Title: Vice President – Real Estate

bhamilton@gatepetro.com

Direct: 904-448-3027

ACCEPTED by Seller:

CITY OF GAINESVILLE

By: _____

Name: _____

Title: _____

Date: _____