

## CONTRACT FOR PURCHASE AND SALE

THIS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1999, between the City of Gainesville, a municipal corporation of the State of Florida, (hereinafter referred to as "Seller") and RYDER TRUCK RENTAL, INC., a Florida Corporation, (hereinafter referred to as "Purchaser") whose mailing address is 3600 NW 82nd Avenue, Miami, Florida 33166, Attention: E & FS (4B)

## WITNESSETH

SUBJECT TO the terms, covenants, and conditions contained in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following described property (collectively, the "Premises"):

Lot 21 of the Airport Industrial Park, Unit III, a subdivision as recorded in Plat Book T, page 88 of the Public Records, Alachua County, Florida.

1. Purchase Price.

The purchase price for the Premises (the "Purchase Price") shall be the sum of \$131,000.00, subject to prorations and adjustments described in this Agreement. (Purchase Price is based on \$25,992.06 per acre for approximately 5.04 acres for a total of \$131,000.00). The Purchase Price shall be payable as follows:

On or before January 15, 1999, Purchaser shall deliver to an Escrow Agent designated by Seller, in cash or by cashier's check or wire transfer, the sum of \$13,100.00, the proceeds of which shall be held by the Escrow Agent as an earnest money deposit (the "Deposit"). If the transaction contemplated by this Agreement closes, the Deposit shall be paid to the Seller as part of the Purchase Price, subject to all adjustments, credits, setoffs, and prorations as provided in this agreement. If the transaction contemplated by this Agreement does not close, Escrow Agent shall disburse the Deposit to the party entitled to the Deposit as provided for in this Agreement.

2. Conditions Precedent to Closing.

It is understood and agreed that Purchaser's sole reason in entering into this Agreement is to construct and/or maintain offices and a facility for the maintaining, fueling, renting, leasing, washing and parking of vehicles (the "Intended Use") and that Purchaser would be unable to use and enjoy the Premises for any other purpose. Purchaser's obligations hereunder are expressly subject to Purchaser's approval of the Premises in all respects, including without limitation, zoning, availability of building permits, governmental restrictions and requirements, availability of utilities, physical condition, subsoil conditions,

environmental matters, and such other matters as may be of concern to Purchaser. Purchaser shall have until April 16, 1999 at 5:00 P.M. E.S.T. (the "Inspection Period") in which to determine whether the Premises is acceptable to Purchaser in all respects. If Purchaser, in its sole discretion, finds the Premises to be unacceptable and elects not to proceed with the transaction contemplated hereby for any reason whatsoever, Purchaser shall before the expiration of the Inspection Period give written notice of termination to Seller. If Purchaser shall give written notice of termination to Seller prior to the expiration of the Inspection Period, this Agreement shall be terminated. Upon such termination, the Deposit shall be returned to Purchaser and neither party shall have any further rights or obligations hereunder. If Purchaser fails to give written notice of termination on or before the expiration of the Inspection Period, Purchaser shall be deemed to have found the Property acceptable as of said date and this Agreement shall remain in full force and effect.

3. Conveyance.

The Seller agrees to convey title to the Premises to the Purchaser by Special Warranty Deed free and clear of all liens and encumbrances except:

- A. Restrictions and easements of record;
- B. Zoning regulations and ordinances of the municipality and county in which the premises lie; and
- C. Declaration of Protective Covenants and Restrictions. A copy of the amended Declaration of Covenants and Restrictions are attached as Exhibit "A".
- D. Restrictive Covenants in the form attached hereto as Exhibit "B".
- E. Public Utilities Easements. Seller reserves the right to designate all public utilities easements and ingress/egress easements necessary for the rendering and maintaining of utility service and for connecting and expanding utility service to any adjacent properties. The Seller shall identify these easements during the Inspection Period.

4. Ad Valorem and Special Assessments.

Seller Represents that there are no ad valorem real estate taxes or special assessments due or payable on the premises as of the date of closing.

5. Title Insurance/Title and Encumbrance Certificate.

Seller shall obtain at Seller's expense an ALTA Owner's Title Insurance Binder Form "B" and Policy insuring title from a recognized title insurance company or

abstract company doing business in this area within 45 days of effective date of this Contract.

6. Examination of Title

The Purchaser or his Attorney shall have ten (10) business days from receipt of the binder described in paragraph 5, within which to examine the title information acquired and to signify its willingness to accept the title and close on the property on or before June 1, 1999, or such date as extended pursuant to the terms herein.

If the title is unmarketable or uninsurable, the Seller shall have (30) days or a reasonable period of time within which to cure the designated defects in the title that render same unmarketable or uninsurable in the opinion of the Purchaser or his said Agent, and the Seller hereby agrees to use reasonable diligence in curing said defects, and upon the defects being cured and notice of that fact being given to the Purchaser or his said Agent, this transaction shall be closed within fifteen (15) days of delivery of said notice.

Upon Seller's failure or inability to correct the unmarketability of the title within the time limit or a reasonable period of time, at the option of the Purchaser, the Seller shall deliver the title in its existing condition, or Purchaser may terminate this contract and the Escrow Agent, holding the herein mentioned deposit shall return same to the Purchaser upon demand therefor, and all rights and liabilities on the part of the Purchaser arising hereunder shall terminate.

7. Warranties and 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 Premises, nor has Seller any knowledge of any contemplated actions; and Seller agrees to give Purchaser 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 Premises, and to be conveyed by Seller to Purchaser at the closing; that Seller has an unrestricted right to so transfer, subject to the concurrence of by the Gainesville-Alachua County Regional Airport Authority; that there are no agreements, leases or understandings affecting the Premises or improvements thereon other than those that have been or will be disclosed by provisions of this agreement.

C. Compliance with Law. Seller warrants and covenants that, to the best of its knowledge, there are no violations of federal, state, or county law, regulations

or municipal ordinances affecting the Premises and Seller covenants to cure any and all such violations prior to closing.

D. Zoning. Seller warrants and covenants that the Premises are presently zoned Industrial 2 (I-2). Seller further warrants and covenants that it has no knowledge or information of any existing or anticipated federal, state, or county, municipal or other orders or actions which might adversely affect Purchaser's or using the Premises for the Intended Use except as provided in Paragraph 11 B.

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 Premises.

8. Possession of the Premises.

Possession of the Premises shall be delivered to Purchaser at the time of closing.

9. Eminent Domain.

If prior to the closing date, all or any part of the Premises shall be taken by any government authority under its power of eminent domain, Purchaser shall have the option to be exercised by written notice given to Seller not later than thirty (30) business days following such taking:

A. To take possession to the Premises on the closing date without any abatement or adjustments on the purchase price in which event Seller shall assign its right to the condemnation award before the closing date; or

B. To cancel this Agreement and in that event, any deposits shall be refunded to Purchaser and this Agreement shall be void and neither party shall have any further loss, cost, damage, and right or remedy against the other.

10. Documents and Costs at the Closing.

The Seller shall deliver to the Purchaser at the closing, the following documents:

Special Warranty Deed, conveying the Premises, executed and acknowledged as required by law, and with all documentary and revenue stamps (if any) in the proper amounts affixed thereto, at the Seller's expense.

The Purchaser shall pay for recording the Special Warranty Deed.

11. Special Conditions.

A. Zoning. Seller represents that the Premises are presently zoned Industrial

2 (I-2). It is an essential condition to the purchase of the Premises that the zoning for the Premises be suitable for the Intended Use of the Premises, and that the governmental permits necessary for said development and use be secured.

This Contract is contingent upon Purchaser obtaining preliminary and final site plan approval from the City's appropriate department or board prior to closing. Seller does not represent that Purchaser's plans will receive preliminary or final site plan approval. Within 180 days of execution of this contract, Purchaser shall file a complete application for preliminary site plan approval with the City. Failure to file said application shall cause the Purchaser to forfeit the deposit unless an extension is granted by the Seller. Purchaser shall file an application for final site plan approval with the City within 60 days of receiving preliminary site plan approval. Failure to file said application shall cause the Purchaser to forfeit the deposit unless an extension is granted by the Seller. In the event the deposit is forfeited by the Purchaser, the Agreement shall be terminated without further obligation of either party.

B. Ordinances. Seller represents that City ordinances currently allow the Intended Use as provided in the City's Code of Ordinances. The Seller discloses to the Purchaser that the Premises is subject to a Moratorium Ordinance that is anticipated to be adopted on December 14, 1998 in substantially the form attached as Exhibit "C". The Seller makes no representations of County ordinances.

C. Nothing contained in this Agreement, or execution of the same shall be deemed to grant to or secure for Purchaser any development rights, nor constitute approval of any structures or facilities Purchaser intends to construct on the Premises. Purchaser, at its own cost and expense, shall secure any necessary rights under applicable federal, state, county and municipal zoning, environmental, and land use laws, regulations, and ordinances to develop and use the Premises on terms and conditions satisfactory to Purchaser ("Use Rights"). For purposes of this paragraph, "Use Rights" includes height restrictions.

In the event that:

(1) a final determination disapproving or otherwise preventing Purchaser from securing the Use Rights; or

(2) the Use Rights are secured and prior to the closing there is any change in the Use Rights whereby the premises cannot reasonably be used for Purchaser's intended development and use;

(3) Ordinances of the City or County do not permit using the Premises for the Intended Use;

then and in any such event, the Purchaser shall have the option to rescind the

Agreement without further liability or obligation and receive the return of all deposits paid to the date of such rescission.

D. Other Requirements. It is further understood and agreed that Purchaser shall have the option to rescind this Agreement for any of the reasons set forth in the following provisions.

(1) Soil Load Requirements. The soil is determined by Purchaser to be unsuitable for the support and construction of the Premises for the Intended use within the Purchaser's project specifications and parameters. Purchaser shall have sixty (60) days from the signing hereof to make such a determination, provided that Purchaser is not prevented from conducting the surface and subsurface soil investigations necessary for such a determination by conditions and circumstances beyond its control.

(2) Utilities. Purchaser is unable to obtain legally binding commitments satisfactory to Purchaser from the appropriate private entities and city, county, state or other governmental authorities for the procurement of and access to natural gas, electricity, water, sewer and other utility services necessary for the present and future requirements for the construction of the Premises for the Intended Use.

(3) Easements. Any drainage, utility or other easements that adversely affects the lay out and construction of the Premises for the Intended Use.

(4) Environmental Report.

(i) Within 60 days of execution of this Agreement, Purchaser causes a Phase II environmental study to be conducted on the Premises by a qualified engineer that indicates the presence of "environmental contamination" as defined below. In this event, Purchaser shall have the option to rescind this Agreement.

"Environmental contamination" is defined as follows:

a. For groundwater, the presence of contaminants in excess of levels established in the Ground Water 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 quantity that would result in significant off-site disposal expenditures, or the presence of hazardous waste, as that term is defined by EPA, upon or within the property.

- (ii) The Seller will provide Purchaser with copies of all environmental studies it currently has on file with respect to the Premises. However, the Seller makes no representation or warranty as to the accuracy of any of the information provided in said reports.

In the event Purchaser should rescind this Agreement for any of the reasons set forth in subparagraphs 1 thru 4 above, then Purchaser shall, without any further liability or obligation, receive a return of all deposits paid to Seller to the date of such rescission.

12. Notice.

Any and all notices or demands by or from Seller to Purchaser, or Purchaser to Seller, shall be in writing. They will be served by registered mail or overnight courier service. If served by registered 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 therefor. Any notice or demand to Seller may be given at the following address:

City Manager  
City of Gainesville  
P. O. Box 490, Station 7  
Gainesville FL 32602

Any notice or demand to Purchaser may be given to the following address:

Ryder Truck Rental, Inc.  
3600 NW 82<sup>nd</sup> Avenue  
Miami, Florida 33166  
Attn: E & FS (4B)

13. Real Estate Commission.

Seller and Purchaser 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 other than West Shell Commercial /ONCOR International which was retained by Purchaser at their discretion. Any commission or fee due West Shell Commercial/ONCOR International shall be the sole responsibility of Purchaser. Purchaser agrees to indemnify, defend (by counsel reasonably satisfactory to the Seller), save, and hold harmless the Seller 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. The terms of this Paragraph shall survive the Closing and any termination of this Contract.

14. Closing Date.

Closing of the purchase and sale of the Premises (the "Closing") shall occur at an office designated by Seller in Gainesville, Florida on or before June 1, 1999, or on such other date as mutually may be agreed on in writing by the parties (the "Closing Date"). Purchaser shall have the right to extend the Closing Date up to 60 days for the purpose of receiving preliminary and final site plan approval provided Purchaser is making good faith effort to receive such approval.

15. Right of First Refusal.

In further consideration of the purchase price, Purchaser grants to Seller a right of first refusal with respect to the Premises, as follows:

- A. If Purchaser desires to sell the Premises or any material part thereof and receives from some third party a bona fide offer for the purchase thereof, Purchaser agrees to disclose the terms of such offer to Seller, in writing, within 10 days following receipt of the offer.
- B. Seller shall have 30 days after receiving notice of the terms of the offer within which to elect to purchase the entire property or the same material part thereof on terms identical to those offered by the third party. Such election shall be made by written notice to Purchaser at the address listed in Paragraph 12, accompanied by a check for \$5,000 to the order of Purchaser, to be applied to the purchase price. Within 30 days thereafter, the parties shall enter into a formal contract of sale containing the provisions normally used in such contracts in Alachua County, Florida, and expressly including all terms of the original bona fide offer made to Purchaser, except as the parties may mutually agree.
- C. If Seller fails to give the notice and to tender the payment as provided in subparagraph B above, Purchaser shall be relieved of all liability to Seller hereunder and may dispose of the property as Purchaser sees fit.
- D. Within 30 days of Seller's exercise of the right to purchase as set forth herein, Purchaser shall obtain evidence of marketable title to the property and submit the same to Seller for examination. Thereafter, Seller shall have 30 days within which to notify Purchaser as to any defects in or objections to the title as so evidenced, and Purchaser shall have the opportunity to remedy any such defects or objections within 60 days. If, by the end of the last period specified, Purchaser cannot show satisfactory title, Seller shall have the option of either: (1) continuing the transaction with such contract modifications as the parties may mutually agree to, or (2) rescinding any contract between the parties. If the contract is rescinded, all amounts paid by Seller to Purchaser



shall be returned. The terms of this Paragraph shall survive the Closing.

16. Entire Agreement.

This Agreement and the 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.

17. Captions.

The parties mutually agree that the headings and captions contained in this Agreement are inserted for convenience of reference only, and are not to be deemed part of or to be used in construing this Agreement.

18. Counterparts.

This Agreement 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.

19. Governing Law.

This Agreement shall be governed by the Laws of the State of Florida.

20. Non assignability.

Neither party shall assign its rights under this Agreement.

21. Contingent Approvals.

This Agreement is contingent upon approval by the Gainesville City Commission and the concurrence of the Gainesville-Alachua County Regional Airport Authority. Approval will be considered by the Commission and the Authority on or before \_\_\_\_\_, 1999.

IN WITNESS WHEREOF, the Seller and Purchaser have caused this Agreement to be duly executed on the date first set forth above.

WITNESSES:

SELLER:

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

\_\_\_\_\_  
By: Wayne Bowers  
City Manager

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ by Wayne Bowers, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Notary Public print name)

My Commission expires on: \_\_\_\_\_

Concurred by:

APPROVED AS TO FORM  
AND LEGALITY

\_\_\_\_\_  
Chair  
Gainesville-Alachua County  
Regional Airport Authority

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Secretary/Treasurer

RYDER TRUCK RENTAL, INC.:

\_\_\_\_\_  
James Barr  
Director, Environmental and Facility Services

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, by James Barr, Director of Environmental and Facility Services of Ryder Truck Rental, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Notary Public print name)

My Commission expires on: \_\_\_\_\_

AMENDED DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS FOR THE  
AIRPORT INDUSTRIAL PARK: UNIT I AND UNIT II  
LOCATED IN THE CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA

THIS AMENDED DECLARATION, made this 14th day of April, 1997 by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation of the State of Florida, (hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property more particularly described as follows, to wit:

Airport Industrial Park: Unit I - This plat consists of 79.69 acres, as recorded in Plat Book Q, Pages 31 and 32, Public Records of Alachua County, Florida. For the purpose of this Amended Declaration, Unit I consists of Lots 1 through 7 inclusive, but excludes Lots 8 through 10 inclusive.

Airport Industrial Park: Unit II - This plat consists of 33.47 acres, as recorded in Plat Book T, Page 37, Public Records of Alachua County, Florida. For the purpose of this Amended Declaration, Unit II consists of Lots 12, 13, and 14 inclusive, but excludes Lot 11.

WHEREAS, Declarant desires to develop a high quality light industrial and business park on the Property presently known as "Airport Industrial Park; Unit I" and "Airport Industrial Park; Unit II" and to provide for the maintenance, preservation, control and proper development of the Property, including, without limitation, provisions for the physical appearance and compatibility of individual building sites and improvements constructed thereon; and

WHEREAS, Declarant deems it desirable to protect the owners of building sites within the real property against improper development and use of surrounding sites and buildings as would impair or depreciate the value thereof; and

WHEREAS, Declarant desires to provide adequate setbacks, signage controls, landscaped areas, off-street parking and

Please return to: Marion J. Radson  
City Attorney  
P.O. Box 1110  
Gainesville, FL 32602

*Perkins*  
01 MAY 1997

loading facilities in order to promote the general welfare of the Property; and

WHEREAS, Declarant desires to subject the Property to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth, each of which is for the protection and benefit of the Property and for the benefit of all subsequent owners of any part of the Property and shall inure to the benefit of and run with the title to the Property;

NOW, THEREFORE, Declarant hereby declares that the Property is subjected to this Amended Declaration, and the Property shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Amended Declaration and subject to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth; provided, however, that any portions of the Property which shall hereafter be dedicated to the City of Gainesville, Florida for public right-of-way purposes or other public purposes shall not then be further subject to this Amended Declaration. Every grantee or beneficiary of any interest in any portion of the Property, by acceptance of a deed, lease, or other conveyance or transfer of such interest, whether or not it shall be as expressed in any such deed or other conveyance or transfer and whether or not such grantee or beneficiary shall consent in writing thereto, shall take title to such property subject to this Amended Declaration and to the terms and conditions hereof and shall be deemed to have assented to the terms and conditions hereof, whether or not any reference to this Amended Declaration is contained in the instrument by which such person or entity acquires its interest in any portion of the Property. All development, construction and building on said lots shall be in compliance with the City of Gainesville's Land Development Code, as now enacted or hereafter amended. No construction shall begin unless proper permits have first been obtained from duly authorized officials of agencies with appropriate governmental jurisdiction.

#### ARTICLE I DEFINITIONS

**"Declarant"** - for purposes of this instrument shall mean the City of Gainesville, Florida, its successors and assigns unless the context indicates otherwise.

**"GACRAA"** - shall mean and refer to the Gainesville - Alachua County Regional Airport Authority, created by Chapter 86-469,

Special Acts, Laws of Florida 1995, as amended by Chapter 89-433 and 95-457, Special Acts, Laws of Florida.

**"Owner"** - shall mean any person, or entity, receiving any deed, lease, or other instrument conveying any right, title, or other interest or ownership in the property subject to this Declaration, including heirs, assigns, and all other successors in interest.

**"Property" or "Building Sites"** - shall mean any portion of the real property, conveyed or leased to an Owner by Declarant or GACRAA, respectively, described as follows:

Lots 1 through 7 inclusive (excluding Lots 8 through 10 inclusive), of the Airport Industrial Park: Unit I, as recorded in Plat Book Q, Pages 31 and 32, Public Records of Alachua County, Florida.

Lots 12, 13 and 14 inclusive (excluding Lot 11), of the Airport Industrial Park: Unit II, as recorded in Plat Book T, Page 37, Public Records of Alachua County, Florida.

**"Declaration" or "Amended Declaration"** - shall mean this Amended Declaration of Covenants and Restrictions, as it may from time to time be amended or supplemented.

**"Restrictions"** - shall mean the covenants, conditions, and restrictions set forth in the Declaration.

**"Land Development Code"** - shall mean Chapter 30 of the Code of Ordinances of the City of Gainesville, Florida, or as may be amended from time to time.

## ARTICLE II GENERAL CHARACTER AND PURPOSES OF CONDITIONS

**Section 2.01.** It is the intent of these Protective Covenants to provide conditions, covenants, restrictions, reservations, standards and easements to insure that the Airport Industrial Park will always be maintained as an attractive park-like setting for industry with ample landscaped open areas; attractive high quality structures; proper and desirable uses and appropriate development and improvement of all property; to

protect the Owners, lessees and sublessees of property against improper and undesirable use of surrounding property; to protect against depreciation in value of property, to guard against erection of structures built of improper or unsuitable materials or design, to encourage the erection of attractive improvements with appropriate locations; to prevent haphazard and inharmonious improvement of property; and to provide generally a quality development.

### ARTICLE III PERMITTED AND PROHIBITED USES AND ACTIVITIES

**Section 3.01.** The Property shall be used solely for the purposes of light industrial development, offices, research, display, warehousing, distribution, laboratories, assembly and processing, jobbing, wholesaling and other uses normally associated with the light manufacturing, assembly and distribution found in a high quality light industrial or business park. All uses shall additionally comply with the regulations of all agencies with appropriate governmental jurisdiction. If such permitted uses of this Declaration are inconsistent with the Declarant's Land Development Code, the standards herein contained shall be deemed cumulative and in addition to said Land Development Code, and not in lieu of any such regulations.

**Section 3.02. Prohibited Uses and Activities.** No noxious or offensive trades, services or activities shall be conducted on the Property or any portion thereof that may be or become a public nuisance or annoyance to GACRAA, the City of Gainesville, or other Owners of any portion of the Property by reason of excessive emission of odors, fumes, smoke, vibrations, dust, glare, wastes or noise. No air pollutant or odorous matter shall be discharged or emitted into the atmosphere from any source in such quantities as to be readily detectable at any point beyond the individual tract or lot line to produce a public nuisance or health hazard. Any condition or operation that results in the creation of odors or air pollution of such intensity and character is prohibited.

Notwithstanding any provision set forth in any law, ordinance or regulation, the use of any portion of said property for any of the following purposes is expressly prohibited: rendering plants, poultry processing plants, junk yards, chemical producing or manufacturing plants, cement plants, heavy manufacturing purposes, foundries or any other industry or business which is or becomes a

nuisance by reason of the excessive emission of smoke, dust, noise, glare, odor, fumes or vibrations.

**Section 3.03.** Temporary offices, storage sheds, trailers, barricades, fences, and the like will be permitted as necessary during the construction period of a permanent building.

**Section 3.04.** All areas which involve the use and/or storage of flammable or explosive material shall be adequately provided with safety and fire-fighting devices as required by regulations of all agencies with appropriate governmental jurisdiction. No use or storage of flammable and/or explosive material which increases the insurance rates of adjoining property shall be permitted.

**Section 3.05.** Handling and disposing of hazardous materials and solid wastes shall be in conformance with all applicable federal, state or local laws, ordinances, rules or regulations, now or hereinafter in effect. The term "hazardous materials" includes but is not limited to materials defined as "hazardous waste" under the Federal Resource Conservation and Recovery Act and similar state laws, or as "hazardous substances" under the Federal Comprehensive Environmental Response, Compensation and Liability Act or similar state laws. Hazardous materials include but are not limited to solid, semi-solid, liquid or gaseous substances that are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, other animal, or plant health and well-being. Examples of hazardous waste include paints, solvents, chemicals, petroleum products, batteries, transformers and other discarded man-made materials.

**Section 3.06.** It is expressly announced that Declarant has and maintains underground water well fields in the general area of the property described in this Declaration, which well fields are vital and necessary for the supply of water to the community and citizens of Alachua County. No use of the property shall be conducted which in any way would cause pollution or in any other manner cause contamination of this underground water supply.

#### ARTICLE IV PLAN REVIEW AND WAIVER

**Section 4.01.** No building, structure or other improvement shall be erected, placed, or altered on any building site until the building or other improvement plans, specifications and site plan showing the location of such building or improvements on the particular building site have been submitted to and approved in



accordance with the City of Gainesville's Land Development Code. Additionally, prior to the issuance of any development order, GACRAA shall have the right to review and comment on any plans submitted to the Declarant as relates to compliance with this Declaration.

**Section 4.02.** GACRAA shall have the right to waive or vary the Restrictions in particular respects whenever in its opinion such waiver or variance will not be detrimental to the intent and purpose of this Declaration. In reviewing an application for waiver or variance GACRAA shall apply the following criteria, as applicable:

- (a) Conformity and harmony of external design with existing or other proposed structures upon the Property and upon adjacent properties and uses;
- (b) The location of the improvements on the building site and the location of any building improvement on adjacent properties;
- (c) The effect of the anticipated use thereof upon adjacent structures, uses and operations;
- (d) The location of any proposed improvements, buildings or structures with respect to the topography, grade and finished ground elevation of the Property and adjacent properties; and
- (e) The general purpose and effect of the standards provided in this Declaration; provided, however, that GACRAA shall not be liable for damages by reason of mistaken judgment or negligence of itself, its agents or employees, arising out of or in connection with the approval or disapproval of any such waiver or variance.

**Section 4.03.** All improvements upon the Property shall be constructed in conformity with the regulatory requirements of all agencies with appropriate governmental jurisdiction.

**Section 4.04.** All construction work shall, upon approval by Declarant of the plans therefor, be commenced and completed with due diligence and dispatch, and upon completion the site shall be fully landscaped as provided in such plans.

**Section 4.05.** The terms and conditions of this ARTICLE IV, and all approval rights contained herein, shall remain in full force and effect notwithstanding the loss, damage or destruction, by whatever cause, of all or any portion of the improvements constructed in accordance with this ARTICLE IV. Any subsequent reconstruction, renovation, refurbishing or rebuilding of any such loss, damaged or destroyed improvements shall be performed and

completed in accordance with the terms of this Declaration, including, without limitation, the terms and conditions of this ARTICLE IV.

## ARTICLE V SETBACKS AND BUILDING TO LAND RATIOS

### Section 5.01. Minimum Setbacks

#### Buildings:

- a. From public street: Fifty (50) feet
- b. From side interior property line: Twenty (20) feet
- c. From rear property line: Ten (10) feet

#### Parking areas or Internal private Driveways:

- a. Ten (10) feet from any property line

**Section 5.02.** No loading docks shall face any public street unless said loading dock is screened or bermed to insure that said loading dock is not visible from the public street. Owners should minimize visibility of loading docks from any public street by using appropriate landscape buffers.

**Section 5.03.** Only driveways, parking spaces and landscaped areas shall be permitted in the area between building structures and the front property line.

**Section 5.04.** No building or other structure shall be constructed which will cover more than sixty percent (60%) of the total land area of a building site. Parking and building area together may not exceed seventy percent (70%) of the total land area of the site.

## ARTICLE VI BUILDINGS, MATERIALS AND CONSTRUCTION

**Section 6.01.** N.E. 49th Avenue - Exterior of any building facing NE 49th Road shall be of face brick, common brick, stone, split-face concrete block, exposed aggregate concrete, tilt-up concrete, glass, or any combination thereof. When expansion of the building

is programmed to occur within four years of the original construction, or each subsequent expansion, the proposed expansion wall of the building can temporarily be constructed of steel building products. However, these steel building products shall be replaced by the materials hereinabove set forth within four years of the original construction if no expansion occurs.

**Section 6.02.** N.E. 40th Terrace and N.E. 49th Terrace - In addition to the exterior building materials provided in Section 6.01 above, insulated steel panels can be utilized as a building product on facilities which have access to and from NE 40th Terrace and NE 49th Terrace.

**Section 6.03.** Colors and textures of exterior building structures shall be harmonious and compatible with the colors of other buildings within the Property, subject to the approval of the Declarant's appropriate reviewing body.

**Section 6.04.** All exterior surfaces shall have a finished treatment. The use of two or more colors is strongly encouraged to enhance the building exterior and to create design accents. Building and architectural details (including flashing and down spouts) shall have a color that compliments or accents the main building.

**Section 6.05.** The use of fascias, canopies, and other multi-dimensional exterior features is encouraged in order to break up large, uniform wall surfaces. Such features should be in proportion to the wall heights and building mass.

**Section 6.06.** A parapet, fascia, or comparable architectural detail shall be provided to screen pitched roofs, roof-mounted utilities, and varying roof lines.

**Section 6.07.** The principal building on any lot shall cover a minimum ground area of ten thousand (10,000) square feet.

**Section 6.08.** All buildings shall be constructed in such a way as to be expandable, to the maximum building size permitted for the lot unless prohibitive due to restrictive easements or excessive topography.

**Section 6.09.** All utility service lines shall be underground. Service lines that must cross the right-of-way shall be perpendicular and shall be constructed by jack and bore.

## ARTICLE VII PARKING

**Section 7.01.** Parking on public right-of-way or on any public roadway is not permitted.

**Section 7.02.** Parking spaces, truck docks and curb cuts shall be so located that there shall be no maneuvering in any adjacent street or right-of-way. Driveways, parking areas and loading spaces shall be paved with concrete or asphalt and shall be curbed and guttered.

## ARTICLE VIII GRADING AND LANDSCAPING

**Section 8.01.** All open areas on any property not used for building, structures, parking, access roads and loading areas shall be suitably graded and drained and shall be seeded and maintained in grass, and shall be further landscaped with trees and shrubs so as to provide a park-like setting.

**Section 8.02.** Materials resulting from clearing, grubbing and demolition operations and all other debris shall be promptly removed from the property.

**Section 8.03.** A development shall not adversely affect the developed or undeveloped neighboring property. Finished grading shall be such as to prevent ponding of water on the site and on adjacent property. Stormwater runoff is to be controlled and directed to the existing stormwater system.

## ARTICLE IX SIGNAGE AND LIGHTING

**Section 9.01.** No sign shall be installed by an Owner on a building or building site within the Property until plans for said sign are approved and the appropriate permit is issued by the Declarant.

**Section 9.02.** Signs shall be internally illuminated or by exterior shielded spot lighting.

**Section 9.03.** Signs shall not be illuminated by exposed tubes, bulbs or similar light sources, nor may they be of the rotating, flashing, blinking, fluctuating, portable or other animated type signage.

**Section 9.04.** All exterior signage and lighting shall be installed and operated so as to prevent any nuisance to adjoining properties, nearby buildings, or to traffic upon any public street or to aircraft in flight.

## **ARTICLE X STORAGE AREAS, SCREENING AND FENCING**

**Section 10.01.** Garbage and refuse containers shall be concealed and contained within the buildings or shall be concealed and contained by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, be designed so as to not attract attention, and shall be located in the most inconspicuous manner possible. No materials, supplies or equipment shall be stored in any area on a building site except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from neighboring building sites, common areas or public streets.

**Section 10.02.** Declarant's appropriate reviewing body may require barrier screening if suitable to screen the developing property from neighboring properties or public streets. The use of fencing along the entire perimeter of a lot is not permitted.

**Section 10.03.** All roof-mounted mechanical equipment, utility installations, duct work, radar equipment, radio or television antenna, satellite dish, or any other devices which project vertically more than 1 1/2 feet above the roof or roof parapet shall be screened by a solid visual barrier which is detailed consistent with the building.

## **ARTICLE XI SITE AND BUILDING MAINTENANCE, LIENS**

**Section 11.01.** Every Owner of a developed site within the Property shall maintain all buildings, landscaping, fences, drives, parking lots and other structures and improvements located thereon in good and sufficient repair, and said Owner shall keep such

premises planted, the lawns cut, shrubbery trimmed, windows cleaned and glazed and otherwise maintain such sites in an aesthetically pleasing manner. All areas upon any such site shall be free at all times from debris, papers, excessive leaves, branches and trash of all kinds. Any structure, landscaping, driveway or parking lot in any site within the Property which is damaged by the elements, vehicles, fire or any other cause either:

- (a) Shall be repaired by the Owner of such site as promptly as the extent of damage will permit, or
- (b) Shall be removed by the Owner of such site so as to maintain an aesthetically pleasing appearance.

Any building or structure located upon any site within the Property which should become vacant for any reason shall be locked and completely secured in order to prevent the entrance therein by unauthorized persons.

**Section 11.02.** Upon notification by Declarant or GACRAA to any Owner of any site within the Property that said building or site occupied or owned by such party does not conform with the requirements of this Declaration, such person or entity shall, within 5 business days after written notice for the grounds maintenance, and within fifteen (15) working days for building repair and maintenance, cause such site or building to conform with the requirements of this Declaration. In the event of noncompliance, Declarant or GACRAA may cause such building or site to conform herewith at the expense of the Owner of said property, and any monies expended by Declarant or GACRAA in so doing shall be:

- (a) The personal obligation of the Owner of said building site within the Property at the time when the expenses are incurred by Declarant or GACRAA, and
- (b) A charge and continuing lien on the building site in question against which each such expense is made.

Any monies expended by Declarant or GACRAA shall bear interest from date of disbursement until paid at the highest rate allowed by law and shall be paid by such owner or tenant to Declarant or GACRAA within fifteen (15) days after receipt of notice of the amount due. If such Owner shall fail to reimburse the entity performing the work or Declarant or GACRAA, said amount and interest thereon shall constitute a lien upon the Property enforceable as any other lien upon the recordation by Declarant or GACRAA or its agent of a claim of lien setting forth the amount

due, a description of the Property intended to be encumbered and referring to the terms of this Section. Said lien shall also secure all cost of collection, including, without limitation, court costs and attorneys' fees (including costs and fees upon appeal). Said lien may be foreclosed in the same manner as a mortgage upon real estate, or Declarant or GACRAA, without waiving the right of foreclosure, may pursue collection directly against the affected Owner. Notwithstanding the foregoing, said lien shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments levied by County or State Governments or any political subdivision or special district thereof and (b) all liens, including but not limited to, mortgages and other security instruments which secure any loan for any part of the purchase price of the Property and/or improvements placed thereon filed for record prior to the date when such amounts become due and payable.

No foreclosure shall free any Property from the liens thereafter becoming due and payable, nor shall the personal obligation of the Owner foreclosed be extinguished by any foreclosure.

## ARTICLE XII RIGHT OF REPURCHASE

**Section 12.01.** If after the expiration of two years from date of execution of a deed of conveyance or other instrument conveying title from Declarant to an Owner, the Owner shall have failed to commence a building or structure on the property conveyed, required to be constructed as a condition of the sale agreement between Declarant and Owner, then title to said property conveyed shall revert back to the Declarant, unless time for commencement of said building or structure is otherwise extended by Declarant.

- (a) Said reverter shall be accomplished upon the adoption of a resolution of the Declarant declaring that the subject property has reverted to Declarant by reasons of the failure of the particular Owner to complete construction of the required building or structure within the required time limit.
- (b) Declarant shall further, within 45 days of the adoption of said resolution, tender to Owner (or his successors in interests, assigns, etc.) a check in an amount equal to the purchase price paid to the Declarant by the Owner for the subject property, less any real estate commission paid by Declarant resulting from the sale to Owner, and less any credits or refunds paid to Owner by the Declarant. Said check shall be made payable and tendered

directly or by mail to the last known address of the owner of record of the subject property as of the date of tender, and the fact of such tender shall be set forth in the resolution required in (a) above.

- (c) a copy of said resolution which shall contain the legal description of the reverted property shall within 10 days after passage thereof be recorded upon the public records of Alachua County, Florida, and upon recording shall constitute prima facie evidence of the reversion of said property to Declarant.

Declarant may by appropriate resolution extend the aforesaid 2 year time limitation if in its discretion good cause therefor is shown by Owner.

Once having commenced construction, an Owner shall diligently proceed to complete such construction without delay.

Prior to construction and completion of the initial building and improvements, required herein and as approved by the Declarant, the property shall not be leased, sold, conveyed or otherwise transferred to any third party, and Owner hereby and by acceptance of deed agrees that no lease, sale, transfer or other conveyance shall be agreed to or consummated prior to completion of said building improvements, except that the property, with clear title thereto, may be returned to Declarant for refund in an amount equal to the purchase price paid the Owner less any real estate commissions paid by Declarant, and less any credits or refunds paid to Owner by the Declarant.

#### ARTICLE XIII DIVISION OF LOTS

**Section 13.01.** Property may be further divided or subdivided, provided, however, Owner by acceptance of any deed or conveyance agrees not to divide, subdivide, sell, convey or lease the property or any part thereof in lesser size than 3 contiguous acres. Nothing herein contained shall be deemed to prohibit the consolidation of two or more lots into a larger building site under one ownership.



**ARTICLE XIV  
DURATION OF RESTRICTIONS**

**Section 14.01.** The Restrictions of this Declaration shall run with the title to and bind the Property, and shall inure to the benefit of and be enforceable by Declarant, GACRAA, or the Owner of any portion of the Property, or the respective legal representatives, heirs, successors and assigns thereof, for a period of twenty (20) years from the date of recordation of this Declaration in the Circuit Court Clerk of Alachua County, Florida.

Upon the expiration of said 20-year period, this Declaration shall be automatically renewed and extended, as permitted by the laws of the State of Florida, for successive renewal periods of ten (10) years each unless expressly terminated by an instrument executed by Declarant or its successors in interest and duly recorded in the aforesaid Records of Alachua County, Florida.

**ARTICLE XV  
ENFORCEMENT OF RESTRICTIONS**

**Section 15.01.** Enforcement of the Restrictions contained herein and of any other provisions hereof shall be effected, at the election of the party seeking enforcement thereof, by

- (a) Proceedings at law against any person or persons violating or attempting to violate such covenants, restrictions or provisions, or
- (b) Injunction or restraining order in equity to enforce compliance herewith, or
- (c) Suit for damages, or
- (d) By an appropriate proceeding at law or in equity against the land or the owner or occupant thereof to enforce any lien, charge or obligation arising by virtue hereof.

The failure of Declarant, GACRAA, or of any Owner to enforce any of said Restrictions when, in its reasonable opinion, such waiver or variance will not be detrimental to the development of the Property as a high quality light industrial and business park, shall in no event be deemed a waiver of its rights to enforce said Restrictions thereafter. All remedies provided in this Declaration, or at law or in equity, shall be cumulative and not exclusive.

**ARTICLE XVI**  
**RESERVATION OF EASEMENTS AND RIGHTS-OF-WAY**

**Section 16.01.** The Declarant reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinabove described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on the Gainesville Regional Airport.

**Section 16.02.** Easements for installation and maintenance of utilities and drainage facilities are dedicated as shown on the recorded plats described in the preamble to these restrictions. Within these easements no structure, planting, or other materials shall be placed or permitted to remain that may damage or interfere with the installation and maintenance or operation of utilities whether, without restriction, electric, water, wastewater, gas or telecommunications, or that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained by the Owner of the lot, except for those improvements for which a public authority or utility is responsible.

**Section 16.03.** Owners, their successors and assigns, by acceptance of a deed of conveyance, agree to restrict the height of buildings, structures, objects of nature growth and other obstructions on the property so as to comply with criteria or standards prescribed Federal Aviation Administration (FAA) Regulations, Part 77, or as it may be amended from time to time, and any other lawful authority having such jurisdiction over the property, and shall prevent any use of the property which would interfere with or adversely affect the landing or takeoff of aircraft at the Gainesville Regional Airport or interfere with air navigation or communication facilities serving the Gainesville Regional Airport, or otherwise constitute an airport hazard, or interfere with the operation or maintenance of the Gainesville Regional Airport, or shall in any way be in violation of or inconsistent with prevailing FAA regulations or other easements or restrictions of record.

**Section 16.04.** Nothing contained herein or in any conveyance deed or plat shall be construed to be a conveyance to an Owner of any right to property located in any public right-of-way, street or

service road, or any other right-of-way property owned by the Declarant.

## ARTICLE XVII AMENDMENTS AND RESCISSION

**Section 17.01.** Owners, including Declarant and GACRAA, owning in the aggregate at least sixty-six and  $\frac{2}{3}\%$  ( $66\frac{2}{3}\%$ ) of the total acreage of the Property (to the nearest one-hundredth of an acre), less and except all roadways and rights-of-way, shall have the right to establish and declare such amendments, modifications and supplements to this Declaration, or to rescind this Declaration, as such Owners shall from time to time deem to be appropriate and which are in compliance with the restrictions and easements of record and the regulations of all agencies with appropriate governmental jurisdiction. Any amendment, modification, supplement or rescission of this Declaration shall be evidenced by the recording of an appropriate instrument in the Public Records of Alachua County, Florida which instrument

- (a) Shall be executed with the same formalities as are required for the execution of a deed;
- (b) Shall be signed by the owners of at least sixty-six and  $\frac{2}{3}\%$  percent ( $66\frac{2}{3}\%$ ) of the total acreage of the Property, less and except all roadways and rights-of-way;
- (c) Shall set forth therein the total acreage of land owned by each signatory of said instrument; and
- (d) Shall set forth therein the total acreage of the Property less and except all roadways and rights-of-way.

Any Owner of a site within the Property may assign to any other Owner, or to any lessee of an owner under a lease, the right hereinabove granted to amend, modify, supplement or rescind, in conjunction with other Owners, this Declaration; provided, however, that each and every such assignment shall be evidenced by an appropriate written instrument recorded in the Public Records of Alachua County, Florida. Declarant may at any time or from time to time, during the pendency of these restrictions, add to the property which is covered by this declaration, upon the recording of a Notice of Addition to said Industrial Park and specifically setting forth and recording on the Public Records of Alachua County, Florida, a notice of intent to add such territory and that such added territory shall be subject to these declarations and covenants.

Thereafter, the Restrictions set forth herein shall apply to the added land in the same manner as if such added lands were originally covered by this declaration and, thereafter, the rights, powers and responsibilities of the parties to this declaration in respect to the added land shall be the same as with respect to the original and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of parcels within the added land shall be the same as in the case of the original land.

### ARTICLE XVIII SUPPLEMENTAL RESTRICTIONS

**Section 18.01.** The Declarant may place additional restrictions and protective covenants against building sites within the Property, which additional restrictions and protective covenants shall be supplemental to this Declaration and not in derogation hereof.

### ARTICLE XIX EFFECT OF INVALIDATION

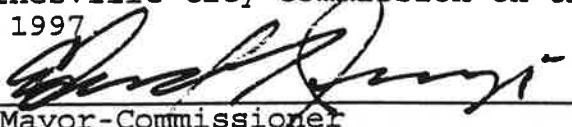
**Section 19.01.** If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not effect the validity of the remaining provisions of this Declaration, and all covenants, restrictions, easements, agreements, charges and liens contained herein shall be deemed to be severable each from the other without qualification.

### ARTICLE XX HEADINGS


**Section 20.01.** Article headings are inserted for convenience only and are not intended in any way to define, limit or enlarge the scope or intent of the particular Article or Section to which they refer.

**IN WITNESS WHEREOF,** Declarant has caused this document to be executed in its behalf by its Mayor-Commissioner and its Clerk of the Commission, pursuant to proper Resolution, duly adopted and


entered on the minutes of the Gainesville City Commission on this  
14<sup>th</sup> day of APRIL, 1997.

  
 Mayor-Commissioner

ATTEST:


  
 Clerk of the Commission

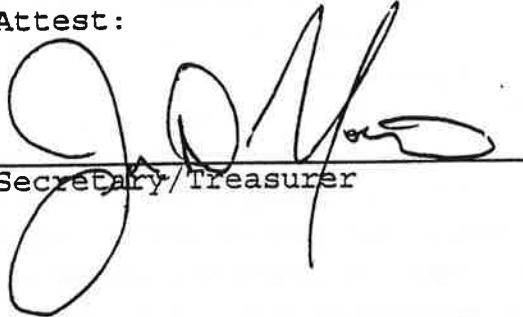
Approved as to form and legality:

  
 City Attorney

Reviewed and Approved by the Gainesville - Alachua County Regional  
 Airport Authority this 10 day of April, 1997.

Attest:

  
 Chair

  
 Secretary/Treasurer

— EXHIBIT "B" —

- (1) Grantor, the City of Gainesville, a Municipal Corporation of the State of Florida, reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property described herein together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on the Gainesville Regional Airport.
- (2) By the acceptance of this Deed, the Grantee expressly agrees for itself, its successors and assigns, to restrict the height of buildings, structures, objects of natural growth and other obstructions on the hereinabove described real property to such a height so as to comply with Federal Aviation Administration (FAA) Regulations, Part 77, or as it may be amended from time to time, and any other lawful authority having such jurisdiction over the property.
- (3) By the acceptance of this Deed, the Grantee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinabove described real property which would interfere with the landing or takeoff of aircraft at Gainesville Regional Airport or interfere with air navigation and/or communication facilities serving Gainesville Regional Airport, or otherwise constitute an airport hazard, or interfere with the operation or maintenance of the Gainesville Regional Airport, or shall in any way be in violation of or inconsistent with prevailing FAA regulations or other easements or restrictions of record.