

CONTRACT FOR PURCHASE AND SALE

PARTIES: the **City of Gainesville, Florida, a municipal corporation**, whose address is Post Office Box 490, Station 06, Gainesville, Florida 32627 ("Seller"), and **Integra Twenty Four Development, Inc., a Florida corporation**, whose address is 1525 International Parkway, Suite 2001, Lake Mary, Florida 32746 ("Buyer"), hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

1. DESCRIPTION:

(a) Legal description of the Real Property located in Alachua County, Florida: See **Exhibit A** attached hereto and incorporated herein by this reference.

(b) Street address, city, zip, of the Property:

(c) Personal Property:

(d) Other items included are:

(e) Items of Personal Property (and leased items, if any) excluded are:

2. PURCHASE PRICE (U. S. currency): \$40,000.00

PAYMENT:

(a) First Deposit to be made to Shutts & Bowen LLP ("Escrow Agent") within three (3) business days after the Effective Date in the amount of \$1,000.00 \$1,000.00

(b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date (see Paragraph 3) in the amount of _____ \$n/a

(c) Other: _____ \$n/a

(d) Balance to close by cash or **LOCALLY DRAWN** cashier's or official bank check(s), subject to adjustments or prorations. \$39,000.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:

(a) If this Contract is not executed by and delivered to all parties on or before February 27, 2019, the deposit(s) will, at Seller's option, be returned and this offer withdrawn.

(b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this Contract. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for execution of this Contract.

4. FINANCING: This is a cash transaction with no contingencies for financing.

5. TITLE EVIDENCE: Within 10 days of the effective date, Buyer shall obtain, at Buyer's cost and

Buyers Initials: _____

Sellers Initials: _____

expense:

X (a) Title insurance commitment with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms); or

 (b) Abstract of title or other evidence of title (see rider for terms), shall be obtained by (CHECK ONLY ONE): (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or (2) Buyer at Buyer's expense.

6. **CLOSING DATE:** Closing of the purchase and sale of the Property as contemplated in this Contract (the "Closing") shall occur in Gainesville, Florida or as a "mail away" closing on or before the date that is five (5) business days after approval of this Contract by the Gainesville City Commission (the "Closing Date"), unless otherwise agreed upon in writing by the parties.

7. **RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title free and clear of all liens, encumbrances, mortgages, taxes, or assessments of any kind or nature, subject only to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7½ feet in width as to the side lines); taxes for year of Closing and subsequent years; provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for existing zoning purpose(s).

8. **SURVEY AND ENVIRONMENTAL REPORT:**

A. **SURVEY:** The Buyer shall have 30 days from the date of execution of this Contract to have the property surveyed at its expense. If the survey shows any encroachments upon or shortages in the land herein described or that the improvements located on the land herein described encroach on the land of others, a copy of such survey shall be furnished to the other party and the Seller shall have the time to cure such defect as the Contract allows to cure defects of title. Failure to so eliminate such encroachments shall be regarded as a default by the Seller.

B. **ENVIRONMENTAL DUE DILIGENCE:**

(1) Commencing on the Effective Date, Buyer and its engineers, architects, and other agents shall have a period of **Sixty (60)** days (the "Due Diligence Period") within which to undertake such physical inspections and other investigations of, and inquiries concerning, the Property as may be necessary in order for Buyer to evaluate the physical characteristics of the Property, including environmental conditions, as well as such other matters as may be deemed by Buyer to be reasonably necessary to generally evaluate the Property and determine the feasibility and advisability of Buyer's purchase of the Property for the Intended Use. In the event Buyer determines in its reasonable discretion, that the Property is not suitable for Buyer's intended use, Buyer may by notice given to Seller prior to expiration of the Due Diligence Period, terminate this Contract.

(2) For purposes of undertaking physical inspections and investigations of the Property, including but not limited to the Survey, Environmental Phase I, Environmental Phase II, soil studies, asbestos studies, topographical survey, zoning review, water, sewer availability and capacity, ingress/egress, preliminary planning review, covenants and restrictions, coverage ratio, and construction time, Seller hereby grants to Buyer and its agents full right of entry upon the Property and any part thereof

Buyers Initials: _____

Sellers Initials: _____

during the Due Diligence Period and, as long as this Contract has not been terminated, thereafter until Closing. Buyer, as a condition to its exercise of such right of entry, shall defend, indemnify and save and hold Seller harmless as the result of all claims and judgments arising out of the same incident or occurrence for any claim or judgment or portions thereof, from and against any and all loss, damage, liability, suit, claim, cost or expense (including reasonable attorneys' fees and reasonable attorneys' fees to enforce this indemnification) arising from the exercise by Buyer or its engineers, architects, consultants or agents of Buyer's rights hereunder.

(3) Buyer shall utilize its own consultants, engineers and all other related professionals to make its own investigation and determination as to the accuracy or acceptability of any and all matters regarding the Property and the documents.

(4) If Buyer has not terminated this Contract in writing received by Seller on or prior to expiration of the Due Diligence Period, the First Deposit shall be completely non-refundable (regardless of whether Buyer proceeds to Closing) and shall be deemed fully earned by Seller, except in the event of Seller default. If Buyer terminates this Contract in writing received by Seller on or prior to expiration of the Due Diligence Period, this Contract shall terminate and the Deposit shall be returned to Buyer and except as otherwise provided herein, neither party shall have any further liability or obligation hereunder.

(5) If Buyer elects, prior to expiration of the Due Diligence Period, not to proceed hereunder: (i) Buyer shall deliver to Seller (at no cost to Seller) copies of all reports, studies and surveys prepared by or for Buyer with respect to the Property, and (ii) Buyer shall receive back the Deposit and except as provided otherwise, this Contract and all rights and obligations of the parties hereunder shall thereupon cease, terminate and be null and void.

9. SPECIAL CONDITIONS:

A. CITY COMMISSION APPROVAL: This Contract is contingent and not binding on Seller or Buyer until approved by the City Commission of the City of Gainesville, within 30 days of execution of this Contract by Buyer. If not approved by the City Commission within that time period, this Contract will be deemed rejected, any deposit(s) must be returned to Buyer, and the parties will be relieved of all obligations under this Contract. Buyer agrees that this provision cannot be waived by Seller or any employee or agent of Seller.

B. ADDITIONAL CONSIDERATION: The parties agree that, as additional consideration for this Contract, the Access and Utility Easement Agreement attached to this Contract as **Exhibit B** will be executed and recorded together as part of Closing.

C. REQUIREMENTS: It is understood and agreed that Buyer shall have the right to rescind this Contract within 30 days of the date of execution of this Contract and prior to Closing, for any of the reasons set forth in the following provisions:

(1) SOIL LOAD REQUIREMENTS: The soil is determined by Buyer to be unsuitable for the support and construction of a facility within the Buyer's project specifications and parameters.

(2) UTILITIES: Buyer is unable to obtain legally binding commitments satisfactory to Buyer 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 and operation of Buyer's use.

Buyers Initials: _____

Sellers Initials: _____

(3) EASEMENTS: Any drainage, utility or other easements adversely affecting the lay out and construction or Buyer's proposed use.

In the event Buyer should rescind this Contract for any reasons set forth above, then Buyer shall, without any further liability or obligation, receive a return of all deposits and any sums paid to date of such rescission.

10. WARRANTIES & COVENANTS OF SELLER:

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

B. SELLER'S OWNERSHIP: Seller warrants and covenants that Seller has title to the exclusion of all other persons or entities to the fee simple interest in the Property, and the same shall be conveyed by Seller to Buyer at the Closing; that Seller has an unrestricted right to so transfer, that there are no contracts, leases or understandings affecting the Property or improvements thereon other than those that have been or will be disclosed by provisions of this Contract.

C. COMPLIANCE WITH LAW: Seller warrants and covenants that, to the best of its knowledge, there are no violations of federal, state, or local law, regulations or ordinances affecting the Property and Seller covenants to cure any and all such violations, if such are found to exist, prior to Closing.

D. ZONING: Seller warrants and covenants that the Property is presently zoned PS – Public Services and Operations. Seller further warrants and covenants that it has no knowledge or information of any existing or anticipated federal, state, county, municipal or other orders or actions which might adversely affect Buyer's construction or proposed use, as applicable.

E. CONDEMNATION: Seller warrants and covenants that it has not received any written or official notice or otherwise been notified or have any knowledge of any condemnation proceedings against the whole or any part of the Property.

11. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard E. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

12. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

13. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ___ may assign and thereby be released from any further liability under this Contract; X may assign but not be released from liability under this Contract; or ___ may not assign this Contract.

Buyers Initials: _____

Sellers Initials: _____

14. DISCLOSURES:

- A. CHECK HERE if the property is subject to a special assessment lien imposed by a public body payable in installments which continue beyond Closing and, if so, specify who shall pay amounts due after Closing: Seller Buyer Other (see addendum).
- B. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health unit.
- C. If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

15. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payment in excess of:

- A. \$ n/a for treatment and repair under Standard C (if blank, then 2% of the Purchase Price).
- B. \$ n/a for repair and replacement under Standard M not caused by Wood Destroying Organisms (if blank, then 3% of the Purchase Price).

16. RIDERS; ADDENDA; SPECIAL CLAUSES:

CHECK those riders which are applicable AND are attached to this Contract:

- CONDOMINIUM
- HOMEOWNERS' ASSOCIATION
- LEAD-BASED PAINT
- INSULATION
- "AS IS"
- Other Comprehensive Rider Provisions
- Addenda (Addendum Number 1)

Special Clause(s):

17. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"): Buyer and Seller acknowledge receipt of a copy of Standards A through V on the reverse side or attached, which are incorporated as a part of this Contract.

18. REAL ESTATE COMMISSION: Seller and Buyer 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 is entitled to any commission or finder's fee in connection with any of the transactions contemplated by this Contract. Seller and Buyer each agree to indemnify, defend (by counsel reasonably satisfactory to the indemnified party), save, and hold harmless the other 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 alleged to be payable because of any act, omission, or statement of the indemnifying party. The terms of this Section shall survive the Closing and any termination of this Contract.

19. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or

Buyers Initials: _____

Sellers Initials: _____

unenforceable, the remainder of this Contract, shall not be affected thereby, and all other terms, covenants, conditions and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.

- 20. NOTICE:** Any and all notices or demands by or from Seller to Buyer, or Buyer to Seller, shall be in writing. They will be served by certified mail. If served by certified 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 therefore.

A. Any notice or demand to Buyer may be given to the following address:

AS TO BUYER: Integra Twenty Four Development, Inc.
Attn: David McDaniel
1525 International Parkway, Suite 2001
Lake Mary, Florida 32746

COPY TO: Shutts & Bowen LLP
Attn: Daniel T. O'Keefe, Esq.
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

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

AS TO CITY: Attention: City Manager
City of Gainesville
P.O. Box 490, MS 6
Gainesville, Florida 32627

COPY TO: Attention: City Attorney
City of Gainesville
P.O. Box 490, Station 46
Gainesville, Florida 32627

Any notice or demand to Escrow Agent may be given at the following address:

AS TO ESCROW AGENT: Shutts & Bowen LLP
Attn: Daniel T. O'Keefe, Esq.
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

- 21. DEFAULT:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the Seller shall have the right and option upon 5 days written notice to the Buyer to terminate this Contract and the deposit(s) paid by Buyer may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract. If Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

Buyers Initials: _____

Sellers Initials: _____

- 22. **ENTIRE CONTRACT:** This Contract and 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.
- 23. **CAPTIONS:** The parties mutually agree that the headings and captions contained in this Contract are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Contract.
- 24. **COUNTERPARTS:** This Contract 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. For the convenience of the parties, signatures which are transmitted electronically shall be deemed original signatures.
- 25. **GOVERNING LAW:** The Laws of the State of Florida shall govern this Contract, venue in Alachua County, Florida.
- 26. **APPROVALS:** This Contract is contingent upon approval by the Gainesville City Commission.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER:

CITY OF GAINESVILLE, FLORIDA, a municipal corporation,

By: _____
Deborah Bowie, City Manager

Date:

WITNESSES:

Name

Name

Print Name

Print Name

Seller's address for purposes of notice: Post Office Box 490, Mail Station 6, Gainesville, Florida 32627.
Phone: 352-334-5010.

APPROVED AS TO FORM AND LEGALITY

Buyers Initials: _____
Sellers Initials: _____

City Attorney
City of Gainesville

Buyers Initials: _____
Sellers Initials: _____

BUYER:

INTEGRA TWENTY FOUR DEVELOPMENT, INC., a Florida corporation

By: _____
David G. McDaniel, President

Date:

WITNESSES:

Name

Print Name

Name

Print Name

DEPOSITS: Deposits under Paragraph 2(a) received (Checks are subject to clearance):

SHUTTS & BOWEN, LLP, Escrow Agent

By: _____

Name: _____

Title: _____

Buyers Initials: _____

Sellers Initials: _____

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph 7, and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying the defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

B. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachment on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. WOOD DESTROYING ORGANISMS: Intentionally Deleted.

D. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph 7 hereof, and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

E. LEASES: Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

F. LIENS: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing of this Contract.

Buyers Initials: _____

Sellers Initials: _____

G. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the title insurance, or Closing may be accomplished via wire transfer of funds and electronic mail of executed documents, without the need for personal appearance at the Closing by representatives of either party.

H. TIME: In computing time periods of less than six (6) days, Fridays, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided herein which shall end on a Friday, Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

I. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments.

J. EXPENSES: Buyer will pay taxes and recording fees on notes, mortgages and financing statements, and recording fees for the deed. Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title evidence, title examination, and closing fee (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph 5.

K. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that effect is signed at Closing.

L. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by Seller. Pending liens as of Closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

M. INSPECTION, REPAIR AND MAINTENANCE: Seller warrants that the ceiling, roof (including the fascia and soffits) and exterior and interior walls, foundation, seawalls (or equivalent) and dockage of the Property do not have any visible evidence of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified

Buyers Initials: _____

Sellers Initials: _____

unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required) or an appropriately licensed Florida contractor make inspections of those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph 15(b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph 15(b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made and that the Property, including, but not limited to, lawn, shrubbery and pool, if any, has been maintained in the condition existing as of Effective Date, ordinary wear and tear excepted. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Conditions" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

N. RISK OF LOSS: If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and Closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at Closing. If the cost of restoration exceeds 3% of the assessed valuation of the Property so damaged, Buyer shall either take the Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.

O. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

P. ESCROW: Any Closing Agent or escrow agent ("Agent") receiving funds or equivalent is
Buyers Initials: _____
Sellers Initials: _____

authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

Q. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer, and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

R. FAILURE OF PERFORMANCE: Intentionally Deleted.

S. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; FACSIMILE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

T. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph 7 and those otherwise accepted by Buyer. Personal property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

U. OTHER CONTRACTS: No prior or present contracts or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

V. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

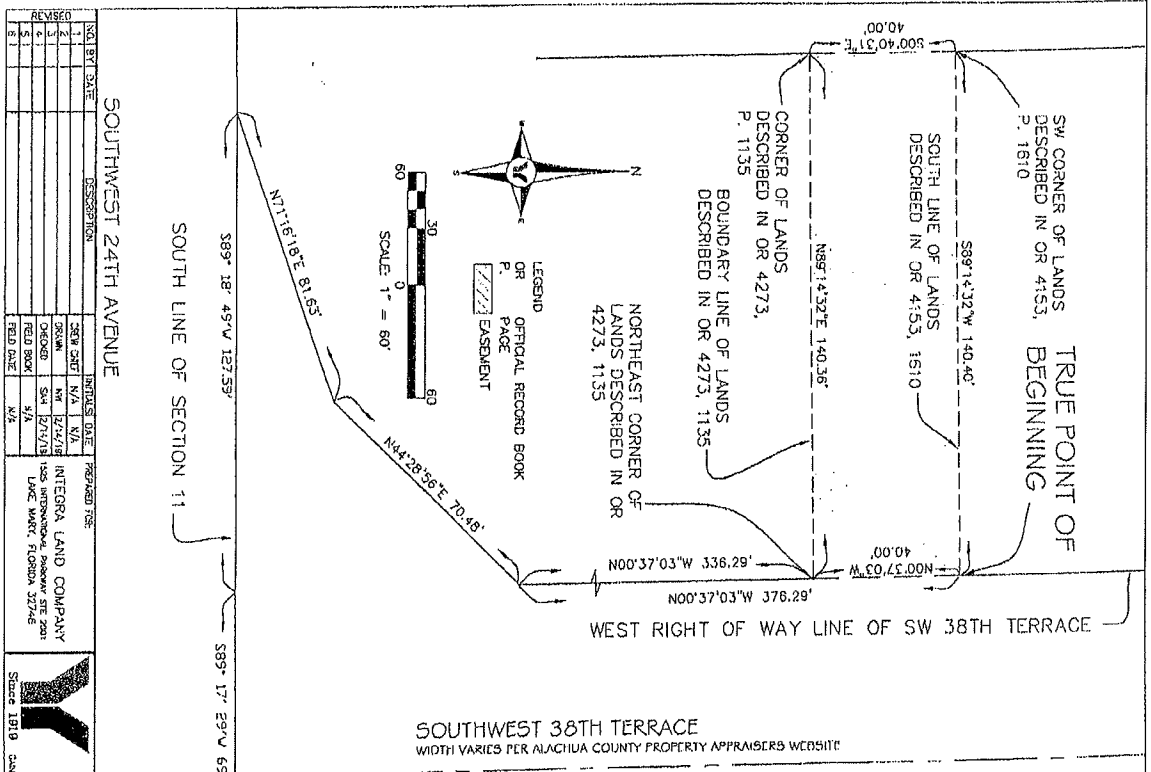
Buyers Initials: _____

Sellers Initials: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Buyers Initials: _____
Sellers Initials: _____



SOUTHWEST 38TH TERRACE
WIDTH VARIES PER ALACHUA COUNTY PROPERTY APPRAISERS WEBSITE

SOUTHWEST 24TH AVENUE

POINT OF COMMENCEMENT
S.W. CORNER OF SE 1/4 OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 19 EAST AND OR. 4273, P. 1135

Surveyor's Note

- This sketch and description is a graphic depiction of the survey and does not constitute a warranty of accuracy with the legal description shown hereon and may be limited to foundations, structures, installations, or improvements have been located, except as shown hereon. There may be additional easements, reservations, restrictions and/or other matters of record affecting this property that are not shown hereon that may (or may not) be found in the public records of this county. The undersigned has not performed an independent search for additional records.
- This map is intended to be displayed at a scale of 1" = 30' or larger.
- The printed dimensions shown on this sketch and description supersede any scaled dimensions; there may be some drawn out of scale to graphically show their location.
- "Certification" is understood to be an expression of professional opinion by the surveyor and mapper based on the surveyor and mapper's knowledge and information, and that it is not a guarantee or warranty, expressed or implied. This sketch and description has been exclusively prepared for the named parties shown hereon and is not transferable. No other person or entity is intended to rely upon and/or reuse this sketch for any purpose without the expressed, written consent of George F. Young, Inc. and the undersigned professional surveyor and mapper.
- The surveyor and mapper do not accept any liability for the surveyor's or mapper's professional services for any medium prohibited without the written consent of George F. Young, Inc. and the undersigned professional surveyor and mapper.
- Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without the written consent of the signing party or parties.
- This sketch and description is not valid without the signature and the original related seal of a Florida professional surveyor and mapper.
- Bearings shown on this map are based on Florida State Plane Coordinate System, North Zone, as referenced to the North American Datum of 1983 (NAD83) adjustment and the Florida State Plane Coordinate System.
- This sketch and description was prepared without the benefit of a title search. No instruments of record reflecting ownership, assessments or rights of way were furnished to the undersigned, unless otherwise shown hereon.
- No information on adjoining property owners or adjoining property recording information was provided to the surveyor. Gross land area is 23,086.8 square feet or 0.53 acres, more or less.
- Forty-eight (48) hours before signing, boring, pile-driving, planting, etc. Notify Sunshine 811 by calling 811 so that underground utilities may be field spotted.
- George F. Young, Inc. and the undersigned make no representations or guarantees pertaining to easements, right-of-way, set back lines, reservations and agreements.

LEGAL DESCRIPTION EASEMENT 2: (BY THIS SURVEYOR)

A PARCEL OF LAND SITUATED IN LOT 5 OF THE UNRECORDED CLASSIFIED SUBDIVISION WITHIN SECTION 11, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 11, TOWNSHIP 10 SOUTH, RANGE 19 EAST ALACHUA COUNTY, FLORIDA

SKETCH AND DESCRIPTION
SITUATED IN

LEGAL DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 11 AND RUN S89°17'29"W, ALONG THE SOUTH LINE OF SAID SECTION 11, A DISTANCE OF 62.58 FEET; THENCE S59°28'49"W, ALONG THE SOUTH LINE OF SAID SECTION 11, A DISTANCE OF 127.45 FEET; THENCE RUN N71°18'18"E, A DISTANCE OF 113.83 FEET; THENCE N40°37'03"W, ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 376.29 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN ALACHUA COUNTY, FLORIDA, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE RUN S89°14'32"E, A DISTANCE OF 542.42 FEET; THENCE RUN N71°18'18"E, A DISTANCE OF 40.00 FEET TO A CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4273, PAGE 1135; THENCE RUN N89°14'32"E, ALONG A BOUNDARY LINE OF SAID LANDS DESCRIBED A DISTANCE OF 140.36 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE RUN N00°37'03"W, ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 420.00 FEET TO THE TRUE POINT OF BEGINNING.

NO. REVISED	DATE	DESCRIPTION	DATE	DESCRIPTION
1	12/12/18	ISSUED		
2	12/12/18	ISSUED		
3	12/12/18	ISSUED		
4	12/12/18	ISSUED		
5	12/12/18	ISSUED		
6	12/12/18	ISSUED		
7	12/12/18	ISSUED		
8	12/12/18	ISSUED		
9	12/12/18	ISSUED		
10	12/12/18	ISSUED		

EXHIBIT B

PREPARED BY AND AFTER
RECORDING RETURN TO:

Stephen E. Cook, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue
Suite 1600
Orlando, Florida 32801

ACCESS AND UTILITY EASEMENT AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this ___ day of _____, 2019, by and between **INTEGRA TWENTY FOUR DEVELOPMENT, INC.**, a Florida corporation, whose address is 1525 International Parkway, Suite 2001, Lake Mary, Florida 32746 (“**Grantor**”), and **CITY OF GAINESVILLE, Florida**, a municipal corporation, whose permanent address is P.O. Box 490, Gainesville, Florida, 32627 (“**Grantee**”). Grantor and Grantee may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Alachua County, Florida as more particularly depicted and described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Easement Area**”); and

WHEREAS, Grantee is the owner of certain real property adjacent to the Easement Area located in Alachua County, Florida, and described as Alachua County Tax Parcel # 06727-001-000; and

WHEREAS, Grantor desires to grant to Grantee a perpetual, non-exclusive easement for ingress and egress over, upon, across, through and under the Easement Area for access to and from the Grantee Property and for maintenance, repair or construction of utility facilities located within the Easement Area (the “**Utility Facilities**”), in accordance with the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. **Recitals.** The recitals set forth hereinabove are true and correct and are incorporated herein by reference.

2. **Grant of Easement.**

a. Grantor hereby grants and conveys to Grantee, its successors and assigns, for the benefit and enjoyment of the Grantee Property, a non-exclusive, perpetual easement over, upon, across, through and under the Easement Area for vehicular and pedestrian ingress and egress to and from the Grantee Property, including public pedestrian ingress and egress to any current or

future urban trail or walkway, and for the purposes of maintaining, repairing or constructing the Utility Facilities (the “**Easement**”).

b. Grantee shall bear the entire cost and expense of any of Grantee’s construction, repair, replacement or removal of the Utility Facilities performed within the Easement Area. In the event of any repair, replacement, construction or removal activities performed within the Easement Area, Grantee shall not, at any time, prevent access, including vehicular and pedestrian access, to the properties adjacent to the Easement Area.

c. Grantor shall be responsible for the restoration of the Easement Area to the condition which existed prior to any such repair, alteration, replacement, construction or removal of the Utility Facilities by Grantee, and Grantee shall reimburse Grantor for the costs and expenses incurred by Grantor in connection with the restoration of the Easement Area to the condition which existed prior to any such repair, alteration, replacement, construction or removal activities by Grantee (the “**Restoration Costs**”) within thirty (30) days after Grantor’s written request therefor, which written request shall include copies of all applicable invoices. Should Grantee fail to reimburse Grantor for the Restoration Costs within said thirty (30) day period, interest on the amount due shall begin to accrue at the rate of twelve percent (12%) per annum and continue until paid in full.

3. Reservation of Rights. Grantor hereby expressly reserves unto itself, its successors, assigns and invitees, the right, in its sole discretion, to use the Easement Area for any purpose not inconsistent with the rights herein granted to Grantee. In addition and not by limitation, but way of example, Grantor and its successors, assigns and invitees, reserves the right from time to time to grant additional easements and licenses for access, utilities or any other purposes as it may deem necessary, over, upon, across and under the Easement Area, provided that such easements or licenses do not unreasonably interfere with the rights granted to Grantee hereunder.

4. Indemnification. Grantor and Grantee shall be solely responsible for the negligent or wrongful acts or omissions of its officers, employees, agents, licensees, independent contractors, tenants, invitees, or guests. However, nothing in this easement shall be interpreted as a waiver of Grantee’s sovereign immunity as granted under Section 768.28, Florida Statutes.

5. Termination and Amendments. This Agreement shall not be cancelled, changed, modified or amended in any respect except by written instrument executed by or on behalf of Grantor and Grantee, or their respective successors and assigns.

6. Covenants Running with the Land. All rights, privileges, benefits and burdens created herein are covenants and agreements running with title to the Easement Area and shall be binding upon and inuring to the benefit of Grantor and Grantee and their respective successors in title.

7. Miscellaneous.

a. Attorneys’ Fees. In the event of any action to interpret or enforce this Agreement, any provision hereof of any matter arising hereunder, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to witness fees, expert fees, consultant fees, attorney (in-house and outside counsel) and paralegal fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and

whether in settlement, in any declaratory action, in any bankruptcy suit or proceeding, at trial or on appeal.

b. Entire Agreement. This Agreement and the documents incorporated herein constitute the entire agreement between the Parties regarding the Easement created hereunder. This Agreement shall not be construed with resort to any presumption against the preparer or maker hereof.

c. Captions. The captions at the beginning of the sections of this Agreement are not a part of this Agreement, but are merely labels to assist in locating and reading the respective paragraphs hereof.

d. Severability. If any provision of this Agreement is declared invalid or unenforceable then, if reasonable possible, taking into consideration the intent or purposes of the parties in entering into this Agreement, the remainder of the Agreement shall continue in full force and effect.

e. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

f. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of the counterparts together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereby have executed and delivered this Agreement and have intended the same to be and become effective on the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

INTEGRA TWENTY FOUR DEVELOPMENT, INC., a Florida corporation

Printed Name: _____

By: _____
David G. McDaniel, President

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared David G. McDaniel, to me and known, who is the President of Integra Twenty Four Development, Inc., a Florida corporation, and acknowledged before me that he executed the foregoing instrument on behalf of said corporation as its true act and deed, and that he was duly authorized so to do. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal this ____ day of _____, 2019.

Notary Public, State of Florida
Print name: _____
My Commission Expires:
(Affix Notary Stamp or Seal)

ATTEST:

_____, City Clerk

GRANTEE:

CITY OF GAINESVILLE, FLORIDA, a
municipal corporation

By: _____

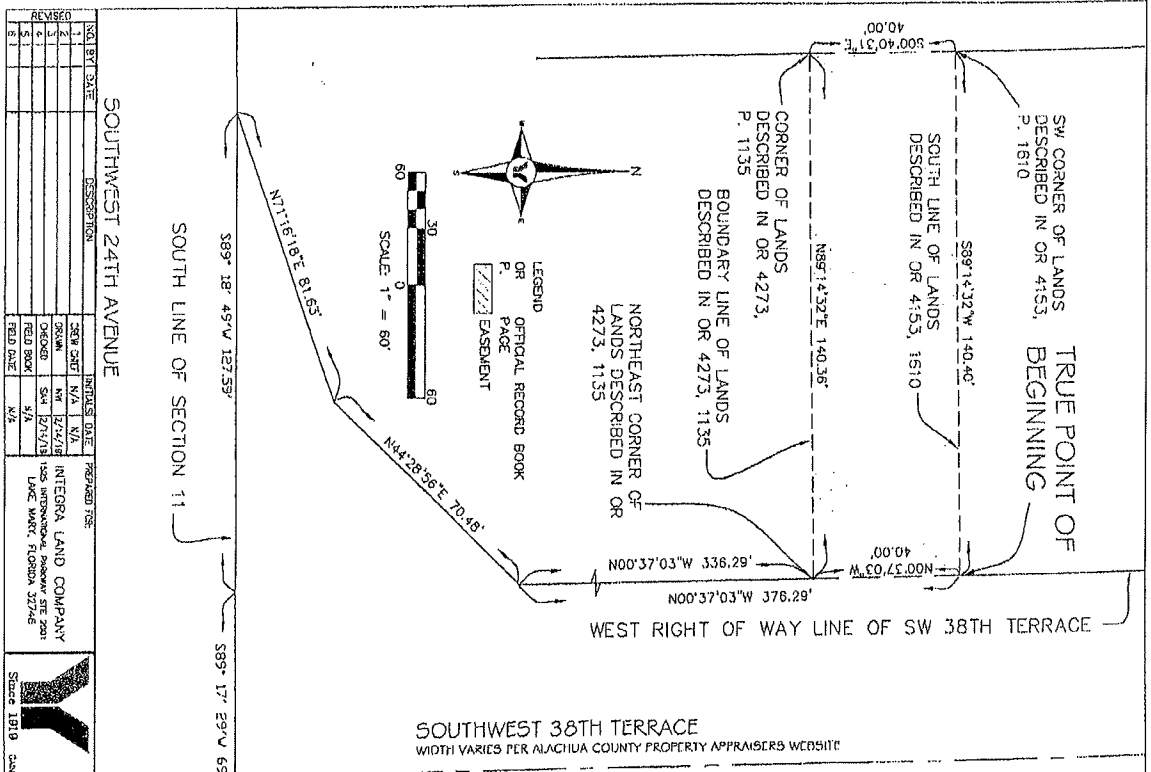
Print Name: _____

Title: _____

Exhibit "A"

Easement Area

(see attached)



SOUTHWEST 38TH TERRACE
WIDTH VARIES PER ALACHUA COUNTY PROPERTY APPRAISERS WEBSITE

POINT OF COMMENCEMENT
S.W. CORNER OF SE 1/4 OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 19 EAST AND OR. 4273, P. 1135

SKETCH AND DESCRIPTION
SITUATED IN SECTION 11, TOWNSHIP 10 SOUTH, RANGE 19 EAST ALACHUA COUNTY, FLORIDA

LEGAL DESCRIPTION EASEMENT 2: (BY THIS SURVEY)
A PORTION OF LAND SITUATED IN LOT 5 OF THE UNRECORDED CLASS 9 OF SUBDIVISION WITHIN SECTION 11, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 11 AND RUN S 89° 17' 29" W, ALONG THE SOUTH LINE OF SAID SECTION 11, A DISTANCE OF 60.28 FEET; THENCE S 89° 17' 29" W, ALONG THE SOUTH LINE OF SAID SECTION 11, A DISTANCE OF 127.45 FEET; THENCE RUN N 71° 18' 18" E, A DISTANCE OF 113.83 FEET; THENCE N 71° 18' 18" E, A DISTANCE OF 113.83 FEET; THENCE WEST ALONG WEST RIGHT OF WAY LINE OF SW 38TH TERRACE, THENCE RUN N 00° 37' 03" W, ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 376.29 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN ALACHUA COUNTY, FLORIDA, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE RUN S 89° 17' 29" W, A DISTANCE OF 542.42 FEET; THENCE RUN S 89° 17' 29" W, A DISTANCE OF 40.00 FEET TO A CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4273, PAGE 1135; THENCE RUN N 89° 17' 29" W, ALONG A BOUNDARY LINE OF SAID LANDS DESCRIBED A DISTANCE OF 140.36 FEET; TO THE NORTHEAST CORNER OF SAID LANDS; THENCE RUN N 00° 37' 03" W, ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 420.00 FEET TO THE TRUE POINT OF BEGINNING.

REVISED	DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION
1	12/12/18	ISSUED				
2	12/12/18	REVISION				
3	12/12/18	REVISION				
4	12/12/18	REVISION				
5	12/12/18	REVISION				
6	12/12/18	REVISION				
7	12/12/18	REVISION				
8	12/12/18	REVISION				
9	12/12/18	REVISION				
10	12/12/18	REVISION				