

CONTRACT FOR SALE AND PURCHASE
LOT #10

PARTIES: the City of Gainesville, Florida, a municipal corporation, whose address is Post Office Box 490, Station 06, Gainesville, Florida 32627 ("Seller"), and AMJ Group, Inc., a Florida for profit corporation whose address is 502 NW 16th Avenue, Gainesville, Florida 32601, or a single purpose affiliate thereof ("Buyer"), hereby agree that Seller shall sell and Buyer shall buy the following described Real Property ("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: Block 1, Range 2, Map of Gainesville, Florida, recorded in Deed Record H, Page 383, of the Ancient Records of Alachua County, Florida. (Currently Tax Parcel # 14574-000-000, and commonly referred to as City Parking Lot #10).
(b) STREET ADDRESS: 150 SW 2nd Avenue, Gainesville, Florida 32601.

2. PURCHASE PRICE (U.S. currency):.....\$ 2,045,000

- (a) Deposit paid no later than three (3) business days after approval by City Commission and held in escrow by the Seller.....\$ 20,450
(b) Balance to close (not including Buyer's closing costs, prepaids, and prorations) by cash or locally-drawn cashier's or official bank check(s)..... \$ 2,024,550

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all parties on or before December 31, 2021, the Seller shall return to Buyer the Deposit and this offer will be deemed withdrawn.
(b) The effective date of this Contract ("Effective Date") will be the date when the last one of the following has occurred: 1) Buyer has signed this Contract; 2) the City Commission of the City of Gainesville has approved this Contract and authorized its execution; and 3) Seller has executed this Contract.

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") in Gainesville, Florida, on or before 90 calendar days after the date that this Contract has been approved by the Gainesville City Commission in accordance with Paragraph 23 ("Closing Date"). If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, Closing Date shall be extended as provided in STANDARD W.

5. DUE DILIGENCE; INDEPENDENT EVALUATION:

- (a) DUE DILIGENCE: Commencing on the Effective Date, Buyer and its engineers, architects, and other agents shall have until sixty (60) days after the Effective Date (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, its lenders, equity partners, and any franchisors, 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. 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, land use and 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 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 or any claim or judgment or portions 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 agents of Buyer's rights hereunder.

- (b) INDEPENDENT EVALUATION: 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.

6. SPECIAL CONDITIONS:

- (a) DEVELOPMENT AGREEMENT: As material consideration to the parties for entering into this Contract, the parties shall continue to negotiate the terms of and enter into a Development Agreement that is in substantial conformance with the Development Agreement Term Sheet attached hereto and incorporated as **Exhibit A** ("Development Agreement Term Sheet"). The parties expressly recognize that Closing on the Property is not contingent on the parties, prior to Closing, fully executing the Development Agreement.
- (b) POST-CLOSING – DEVELOPMENT REQUIREMENTS; REVERTERS; SECURITY; ASSIGNMENT; MORTGAGES AND MORTGAGEE RIGHTS/OBLIGATIONS: It is expressly recognized that the Buyer's commitment to timely completing a development on the Property after Closing was a material inducement to the Seller selecting the Buyer in the Seller's competitive real estate disposition process and entering into this Contract. As such, the special warranty deed by which Seller will convey title to the Property shall include language in substantial conformance with the language contained in this Paragraph 6b and same shall survive the Closing.

(1) Development Requirements: Buyer shall construct on the Property a mixed-use development with a minimum of 7 stories to accommodate the following uses and quantities: a minimum of 104 residential condominium units; a minimum of one floor of office space; a full-service grocery store (defined as a retail establishment open to the public that is engaged in the sale of fresh foods and produce); a footbridge connecting the Property with the City-owned parking garage adjacent to the Property; right of way improvements; and a minimum of 75 on-site parking spaces, (only if required by the prospective grocer). 100% of the residential units constructed will be 140% AMI Housing and a majority of the residential units constructed will be 120% AMI Housing, without the need for any subsidy or assistance (aside from City of Gainesville and/or State of Florida down payment assistance programs), depending on the household size and assuming prevailing costs and interest rates as of the Effective Date. All of the foregoing is collectively referred to as the "Development."

As used herein, the following terms are defined as follows:

120% AMI Housing: means a housing unit that is sold at a price that is affordable to a Household with an Annual Household Income at or below 120% of AMI.

140% AMI Housing: means a housing unit that is sold at a price that is affordable to a Household with an Annual Household Income at or below 140% of AMI.

AMI: means the most current "area median income" (also known as "median family income" or "MFI") for a Household in the Gainesville, Florida, area as periodically published by the United States Department of Housing and Urban Development (HUD), without regard to any adjustments made by HUD for the purposes of the programs it administers.

Annual Household Income: means the aggregate annual income of a Household as determined by using the standards set forth in 24 CFR § 5.609, as may be amended, or as otherwise required by the applicable funding source.

Household(s): means all persons who will occupy a unit and share living arrangements.

(2) Reverter: In the event Buyer fails to meet any of the following three obligations, the Seller shall have the absolute right, but not the obligation, to cause title to the Property to revert to Seller, unless Buyer's failure to meet the obligation was caused by a riot, war on American soil, national emergency, strike, flood, hurricane, fire, act of God, or other Force Majeure event as provided in STANDARD W, such that Buyer is unable by reasonable diligence to avoid the delay and under such circumstances the deadline shall be extended by the Seller in writing by such reasonable time as necessary and equitable: 1) Buyer shall enter into a Development Agreement with Seller in accordance with Section 6(a) of this Contract prior to issuance of any City of Gainesville building permits for the Property; 2) Buyer shall obtain all necessary permits and commence construction (construction is defined as above ground, vertical improvements) of the Development on or before 24 months after the Closing Date; and 3) Buyer (or applicable Surety or Mortgagee) shall complete construction of the Development (defined as receiving a Final Certificate of Occupancy from the City of Gainesville) on or before 48 months after the Closing Date. The preceding three obligation deadlines shall be collectively called the "Reverter Deadlines." Buyer and Seller agree that by mutual agreement the Reverter Deadlines provided herein may be extended.

To exercise its right of reverter upon Buyer's failure to meet any of the Reverter Deadlines, Seller shall record an Affidavit to that effect in the public records of Alachua County, Florida, on or before 48 months after Closing Date plus any extensions as provided herein. Within a reasonable time after such recording, Buyer and Seller shall close on the transfer of the Property back to the Seller. At the Closing, Buyer shall execute a deed to Seller, Seller will return to Buyer the Purchase Price, less the Deposits which shall be retained by Seller as liquidated damages. The Buyer shall provide title insurance to the Seller and shall convey the Property back to the Seller free and clear of all encumbrances.

Upon the occurrence of the earlier of the following two occurrences: 1) Buyer has met all three reverter obligations concluding with the Development receiving a Final Certificate of Occupancy; or 2) Seller has not recorded a reverter Affidavit on or before 48 months after Closing Date plus any extensions as provided herein, then the right of reversion shall expire and the Property shall be automatically released of such reversion. In addition, Seller agrees to execute at Buyer's request a recordable release evidencing the expiration of such right of reversion.

(3) Security: Buyer and its construction contractor shall provide Payment and Performance Bonds guaranteeing the Development will be completed and that payment will be made for all labor and materials (collectively, the "Surety Bond"). The Surety Bond must provide for enforcement by the City of Gainesville (such as by naming the City as an Additional Obligee), must be executed and recorded in the public records of Alachua County, must be issued by a surety insurer authorized to do business in the State of Florida, and the Surety Bond must state on its front page:

1. The name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and the City.
2. The bond number assigned by the surety.
3. A description of the Development sufficient to identify it, such as a legal description or the street address of the property being improved, and a description of the Development improvements.

Before commencing construction on the Development, the Buyer shall provide to the Seller a certified copy of the recorded Surety Bond. The Surety Bond shall guarantee the performance of the construction work in the time and manner prescribed in the construction contract and the prompt payments to all persons defined in Section 713.01, Florida Statutes, who furnish labor, services, or materials for the work provided for in the construction contract. It is expressly recognized that the Seller being named as an Additional

Obligee or otherwise being granted rights to enforce the Surety Bond, is done for the sole purpose of protecting the Seller's interest in the completion of the Development, and in no way creates any obligation, liability, or expense on behalf of the Seller.

(4) Assignment: Prior to receiving a Final Certificate of Occupancy for the Development, the Buyer may not sell, convey, assign, or otherwise transfer or dispose of any of its rights, title, and interest in the Property or the Development, or any duty or obligation of the Buyer pertaining to the Property or the Development, or any part thereof, without prior written consent of the Seller, which consent may be withheld by Seller in its sole and absolute discretion. However, Seller hereby acknowledges, consents, and agrees that, without further notice to or consent of Seller, Buyer shall be entitled to assign all of its rights, title, and interest in or to the Property or the Development to a subsidiary or affiliate, which is owned in whole or in part by Buyer or a subsidiary or affiliate of Buyer, under common ownership with Buyer, or controlled by Buyer, (the "Buyer's Successor"), pursuant to a written assignment document, which shall include Buyer's Successor's consent and agreement to be bound by all obligations of the Buyer as stated in this Contract, the Development Agreement, and the special warranty deed. Buyer or Buyer's Successor shall provide the Seller with a copy of the written assignment document, together with the name and address of a contact person for purposes of notice to the Buyer's Successor.

(5) Mortgage and Mortgagee's Rights and Obligations: The Buyer may, without prior written consent of Seller, mortgage its interest in the Property or Development, or any part thereof, to any party that lends money for the purchase of the Property or the costs of construction of the Development and requires a written, recorded mortgagee interest in the Property or the Development (a "Mortgagee"). Buyer shall promptly provide Seller with a copy of any recorded Mortgage and the name and address of a contact person for purposes of notice to the Mortgagee.

The Seller shall provide each Mortgagee with a copy of any notice of default (including, but not limited to, the obligations to commence construction and to complete construction of the Development as set forth in this Paragraph 6), together with any opportunity to cure, as provided by this Contract, on its own behalf or on behalf of the Buyer; provided, however, that if the event of default cannot practically be cured by the Mortgagee without the Mortgagee taking possession of the Property, then the Seller shall grant the Mortgagee such additional time as is reasonably necessary in order for the Mortgagee to obtain possession of the Property and cure such event of default, provided that the Mortgagee provides the Seller with documentation evidencing that the Mortgagee is diligently undertaking and proceeding to obtain such possession and cure such default to the Seller's reasonable satisfaction. In any event, the Mortgagee shall not have more than 180 calendar days from the date of notice of default to cure such default or breach. To avail itself of the opportunity to cure, Mortgagee shall indemnify, defend, and hold harmless the Seller from any and all damages, claims, suits, and liability of any kind that Buyer may have or assert against the Seller as a result of the Seller providing Mortgagee an opportunity to cure.

7. CLOSING COSTS; TITLE INSURANCE; SURVEY; SPECIAL ASSESSMENTS:

(a) CLOSING COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other:

(b) COSTS TO BE PAID BY BUYER:

- | | |
|--|-----------------------|
| • Taxes and recording fees on notes and mortgages | • Loan expenses |
| • Recording fees for deed and financing statements | • Appraisal fees |
| • Owner's Policy and Charges | • Buyer's Inspections |

Buyer's Initials: _____

Page 4 of 15

Seller's Initials: _____

- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- Municipal lien search
- Other:
- Buyer's attorneys' fees
- All property related insurance

(c) **TITLE EVIDENCE AND INSURANCE:**

At least 15 calendar days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, 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) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 15 calendar days after Effective Date. The owner's title policy premium, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority, or agency.

(b) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing.

(d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Property, a copy shall be furnished to Buyer and Closing Agent within 30 calendar days after Effective Date. If the Survey shows any encroachments upon or shortages in the Property or that the improvements located on the Property 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.

(e) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed, and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (**CHECK ONE**):

XX (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

8. WARRANTIES & COVENANTS OF SELLER:

(a) **RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title by special warranty deed, 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 any applicable plat or otherwise common to any applicable subdivision; outstanding oil, gas, and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to 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 the Development.

(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 the Public Parking Space License Agreement (Gabison valet) dated April 1, 2015; the Rental Agreement for Gainesville City Lot 10 for Farmers Market dated March 10, 2015; and the Memorandum of Understanding between City of Gainesville and Shadow Health, Inc., dated February 26, 2013, all of which shall be terminated on or before the Closing, and which above-mentioned agreements shall be terminated as a condition precedent to Closing.

- (c) 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 Effective Date and the Closing Date.
 - (d) 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.
 - (e) ZONING: Seller warrants and covenants that the Property on the Effective Date has a land use category of City of Gainesville Urban Core (UC) and a zoning district of City of Gainesville Downtown (DT).
 - (f) 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.
9. **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.
10. **ASSIGNABILITY:** Buyer may not assign this Contract without the prior express written consent of Seller, which consent may or may not be given in the sole discretion of Seller.

11. DISCLOSURES; ENVIRONMENTAL INDEMNITY:

- (a) RADON GAS: Radon is a naturally occurring radioactive gas that, when it is 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 health department.
- (1) PERMITS: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed. If Seller identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation, or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) ENVIRONMENTAL RELEASE AND INDEMNITY: Buyer acknowledges that this Section was a negotiated part of the Contract and serves as an essential component of consideration for the same. **As such, the special warranty deed by which Seller will convey title to the Property shall contain the Environmental Release and Indemnity in the same form as stated below and same shall survive the Closing.**

(1) Environmental Definitions: When used herein, the term "Environmental Laws" shall mean and include any and all federal, state, or local laws (whether under common law, statute, rule, regulation, ordinance, or otherwise), requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives, or other requirements of any governmental authority

relating to or imposing liability or standards of conduct (including disclosure or notification) concerning the protection of human health or the environment, Contamination (as defined in this Section), or Hazardous Substances or any activity involving Hazardous Substances, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6921 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; the Federal Solid Waste Disposal Act, 42 U.S.C. Sections 6901 et seq.; the Clean Air Act, 42 U.S.C. Sections 7401 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 11001 et seq.; applicable state environmental laws; or any other applicable law, as the same may be amended from time to time.

When used herein, the term "Hazardous Substances" shall have the meaning ascribed to it in CERCLA; provided, however, that the definition of the term "Hazardous Substances" shall also include (if not included within the definition contained in CERCLA) any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product, or substance, including without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), hydrocarbons, radon, urea, urea formaldehyde, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation, or handling of which is prohibited, controlled, limited, or regulated in any manner under any Environmental Laws.

When used herein, the term "Release" shall have the meaning ascribed to it in CERCLA and shall also include (if not included within the definition contained in CERCLA) any spill, leak, emission, discharge, or disposal of Hazardous Substances into the environment.

(2) Environmental Release: Buyer acknowledges that, upon closing, Buyer is accepting and assuming full responsibility for the environmental condition of the Property, and further acknowledges that Seller shall not be liable for any costs or claims attributable to the presence or Release, without regard to when the Release occurred, of Hazardous Substances on, in, or beneath the Property ("Contamination"), or from any Contamination or the Release of Hazardous Substances on the Property that may have migrated from the Property to any adjacent lands, air, or waters. Buyer, on behalf of itself, its officers, directors, agents, representatives, parent companies, subsidiaries, affiliates, partners, and successors in interest, heirs, beneficiaries, and assigns, past, present, and future (individually and collectively, the "Releasers"), fully and finally and forever releases, acquits, and discharges Seller and its officers, agents, insurers, representatives, and employees, past, present, and future, from any and all claims, suits, damages, and causes of action of whatever nature and kind, including without limitation all claims for personal injury, property damage, trespass, nuisance, negligence, response, or investigation costs, or economic loss, including lost interest, lost opportunities, diminution in real property value, stigma damages, any claims for attorneys' or consultants' fees, and any other claims, demands, damages, losses, or causes of action of whatever kind or nature, which Releasers ever had, now have, or may have in the future on account of or arising from the presence of Contamination or the Release of Hazardous Substances on, in, or beneath the Property, or that may have migrated from the Property to any adjacent lands, air, or waters, whether at law or in equity, whether under state law, federal law, regulation or Environmental Laws, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, without any limitation or restriction whatsoever. The release embodied in this Paragraph shall survive the Closing.

(3) Environmental Indemnity: Buyer agrees to indemnify, save harmless, and defend Seller and its respective officers, insurers, agents, and employees, past, present, and future (individually and collectively, "Indemnitees"), from and against any and all liabilities, claims, demands, damages, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, appeals, and reasonable attorneys' and paralegals' fees), which Indemnitees may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction, or damage to any property,

or adverse effects on the environment or any violation of federal, state, or local laws, rules, regulations, ordinances, orders, permits, licenses, or lawful rulings resulting from or in any way related to: (a) the presence of Contamination or the Release of Hazardous Substances on, in, or beneath the Property, or that may have migrated from the Property to any adjacent lands, air, or waters; or (b) the failure of Buyer to comply with any obligation that may arise after the Closing under applicable Environmental Laws. The indemnity embodied in this Paragraph shall survive the Closing.

12. MAXIMUM REPAIR COSTS: Not applicable, vacant property.

13. INTENTIONALLY DELETED

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

15. REAL ESTATE COMMISSION: Seller and Buyer represent and warrant to the other that Buyer will be responsible for a commission of 4% of the purchase price in connection with the transactions contemplated by this Contract. That commission will be paid to Colliers International at Closing. 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 aside from that set forth above. The terms of this Paragraph shall survive the Closing.

16. 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 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.

17. NOTICE: Any and all notices or demands by or from Seller to Buyer, or Buyer to Seller, shall be in writing served by certified mail. Receipt shall be conclusively deemed forty-eight (48) hours after the deposit of the notice or demand in the United States Mail, postage prepaid, addressed to the party to whom such notice or demand is to be given, as hereinafter provided, with a certified mail receipt therefore.

AS TO BUYER:	Michael E. Warren AMJ Group, Inc. 502 NW 16 th Avenue, Ste 1 Gainesville, FL 32601	COPY TO:	Melville Law, P.A. Attn: Drew Melville, Esq. 101 NE 3 rd Avenue, Suite 1500 Fort Lauderdale, FL 33301
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AS TO SELLER:	City Manager City of Gainesville P.O. Box 490, MS 6 Gainesville, FL 32627	COPY TO:	City Attorney City of Gainesville P.O. Box 490, Station 46 Gainesville, FL 32627
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18. ENTIRE CONTRACT: This Contract and any 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.

19. 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.

20. 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.

Buyer's Initials: _____

Seller's Initials: _____

- 21. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders, and addenda shall control all printed provisions of this Contract in conflict with them.
- 22. GOVERNING LAW:** The Laws of the State of Florida shall govern this Contract, notwithstanding its conflict of laws provisions. Venue shall be in Alachua County, Florida.
- 23. APPROVALS:** This Contract is contingent upon approval by the Gainesville City Commission.
- 24. RELATIONSHIP:** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the Seller and the Buyer. The Buyer cannot create any obligation or responsibility on behalf of the Seller or bind the Seller in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Contract and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Contract or any responsibility or obligation contemplated herein.
- 25. BANKRUPTCY:** If, at any time prior to Closing, there shall be filed by or against Buyer in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Buyer's property, this Contract shall be deemed canceled and terminated prior to such filing. Buyer agrees to notify Seller in writing of its intent to file for bankruptcy at least 30 calendar days prior to such filing, and Buyer shall vacate the Property prior to such filing, unless the Seller agrees otherwise.

26. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of required Deposit(s), within the time(s) specified, Seller may elect to recover and retain the Deposit(s) for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 27, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to any Listing Broker upon default by Buyer, shall be split equally between Listing Broker and AMJ Group Inc, Cooperating Broker,; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit(s) without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 27, may seek to recover such damages or seek specific performance.

This Paragraph shall survive Closing or termination of this Contract.

- 27. DISPUTE RESOLUTION:** Unresolved controversies, claims, and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement, or interpretation ("Dispute") will be settled as follows:
- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 27(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 27(b). Disputes not settled

Buyer's Initials: _____

Page 9 of 15

Seller's Initials: _____

pursuant to this Paragraph may be resolved by instituting action in the appropriate court having jurisdiction of the matter.

This Paragraph shall survive Closing or termination of this Contract.

28. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses, and fees, including attorneys' fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorneys' fees, incurred in conducting the litigation. This Paragraph shall survive Closing or termination of this Contract.

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: _____
Lee R. Feldman, City Manager

Date: _____

WITNESSES:

Signature

Print Name

Signature

Print Name

APPROVED AS TO FORM AND LEGALITY:

City Attorney
City of Gainesville

BUYER:

TBD

By: _____
Michael E. Warren

Date: _____

WITNESSES:

Signature

Print Name

Buyer's Initials: _____

Seller's Initials: _____

Signature

Print Name

DEPOSITS: Deposits received (checks are subject to clearance):

_____, **Escrow Agent**

By: _____

Buyer's Initials: _____

Seller's 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 this Contract 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:** Not applicable, vacant land.
- 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 this Contract, 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.
- 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, if no title insurance, designated by Seller.

Buyer's Initials: _____

Page 12 of 15

Seller's Initials: _____

- H. TIME:** Unless otherwise specifically provided in this Contract, calendar days shall be used in computing time periods. In computing time periods of less than six (6) days, Fridays, Saturdays, Sundays and state or national legal holidays shall be excluded. Other than time for acceptance and Effective Date as set forth in this Contract, 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:** Unless otherwise provided by this Contract, Buyer will pay taxes and recording fees on notes, mortgages, and financing statements, and recording fees for the deed; and 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.
- 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:** N/A, vacant land.
- N. RISK OF LOSS:** N/A, vacant land.
- 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

Buyer's Initials: _____

Page 13 of 15

Seller's Initials: _____

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 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 attorneys' 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 attorneys' fees, costs, and expenses.
- R. 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. Except as otherwise provided in this Contract, all notices must be in writing and may be made by mail, personal delivery, or electronic media. A legible facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.
- S. CONVEYANCE:** Except as otherwise provided in this Contract, 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 this Contract 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.
- T. 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.
- U. 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.
- V. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

W. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused, or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.