

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

This Option Agreement (the “Agreement”) is entered into by and between the **City of Gainesville, a Florida municipal corporation**, whose mailing address is Post Office Box 490, Station 6, Gainesville, Florida 32627 (the “Seller”) and the **Gainesville Community Redevelopment Agency, a body corporate and politic of the State of Florida**, whose mailing address is Post Office Box 490, Station 48, Gainesville, Florida 32627 (the “Buyer”).

1. **Right to Purchase:** The Seller hereby grants to the Buyer an option to purchase with respect to one or more lots of certain real property described as follows (collectively the “Property” or separately “**Parking Lot**”, “**Tot Lot**” or “**Mom’s Kitchen Lot**”):

City Parking Lot – Tax Parcel No. 13913-001-000

Lot 20, Block 10 of Brown’s Addition to Gainesville as per plat recorded in Plat Book “A”, page 64 of the Public Records of Alachua County, Florida. Located in the 1000 block of NW 5th Avenue.

Tot Lot – Tax Parcel No. 13956-000-000

Lot Two (2) and the West 33.5 feet of Lot One (1), of Peter Johnson’s Heir Subdivision of the North half of Block 11, of Brown’s Addition to the City of Gainesville, Florida as per plat recorded in Plat Book “A”, Page 125, of the Public Records of Alachua County, Florida. Located at 1007 NW 5th Avenue

Mom’s Kitchen Lot — Tax Parcel No. 13911-000-000

Lot 18 of O.A. Porter’s Subdivision of the South Half (S½) of Block 10 of Brown’s Addition to Gainesville, according to the plat thereof, as recorded in Plat Book “A”, Page 74 of the Public Records of Alachua County, Florida. Located at 1008 NW 5th Avenue.

A map depicting the Property is attached hereto as Exhibit “A” for reference only.

2. **Consideration:** The consideration for this Agreement is \$10.00 for each Lot, paid by the Buyer to the Seller upon full execution of this Agreement. In the event Buyer closes on the purchase of one or more of the Lots, \$10.00 per Lot purchased shall be applied at closing to reduce the Purchase Price. In the event Buyer determines, through its activities in Section 5, that one or more Lots are not suitable to purchase, Buyer may by written notice provided to Seller, terminate this Agreement, upon which the \$10.00 per Lot consideration shall be promptly returned to Buyer and except as otherwise provided herein, neither party shall have any further liability or obligation hereunder. In the event Buyer elects not to purchase one or more Lots for any other reason or in the event this Agreement expires at the end of its term, Seller shall retain the \$10.00 per Lot as consideration for this Agreement and neither party shall have any further liability or obligation hereunder.

3. **Current and Intended Future Use of Property:**

A. **Current Use.** Mom's Kitchen Lot currently is vacant. The Parking Lot is currently an unimproved paved parking lot. The Tot Lot is actively being used as a playground with play equipment located on the parcel. During the term of this Agreement, Seller shall not construct any improvements on the Property.

B. **Intended Use.** Buyer and Seller both intend for the Property to be redeveloped as a mixed-use development with commercial development and, low income, workforce, affordable, and market-rate housing units. The Buyer may redevelop one or more Lots or the Buyer may seek proposals for a Developer to enter a Development and Disposition Agreement. ("**Intended Use**") To ensure development occurs in accordance with Buyer and Seller's Intended Uses, the Special Warranty Deed will include a possibility of reverter. The Buyer and Seller agree the Property shall not be developed as a student housing project. For purposes of the Agreement, student housing project is a multi-unit apartment or condominium marketed primarily to college and university students.

4. **Survey, Due Diligence and Development Approvals:**

A. **Existing documents.** Within 60 calendar days after the Effective Date of this Agreement, Seller shall provide Buyer with a copy of all surveys, title reports or title insurance policies, environmental and engineering reports and any other reports that pertain to the Property that are in the Seller's possession. In the event this Agreement is assigned, Buyer shall provide assignee with the aforementioned copies.

B. **Survey.** During the term of this Agreement, the Buyer may 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 Seller.

C. **Due Diligence and Development Approvals.**

(1) During the term of this Agreement, Buyer and its engineers, architects, and other agents may 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, 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 addition, Buyer may file for and obtain preliminary and/or final approval by the appropriate governmental authorities for any of the following in furtherance of the Intended Use: Land Use and Zoning changes, Lot Split or Subdivision, Final Development Plans and any other necessary governmental permits. All such activities shall be at the sole expense of the Buyer. The Seller agrees to cooperate with Buyer's efforts, including without limitation signing or consenting to any necessary applications and permits. Buyer acknowledges that Seller's consent is as owner of the property and

nothing herein shall be deemed to be approval of the City of Gainesville in its regulatory capacity.

(2) For purposes of undertaking physical inspections and investigations of the Property, including but not limited to the Survey, Appraisal, Environmental Phase I, Environmental Phase II, soil studies, asbestos studies, topographical survey, land use and zoning review, water and 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 Agreement has not been terminated, thereafter until Closing. Buyer, as a condition to its exercise of such right of entry, agrees to indemnify and hold harmless the Seller, its officers, agents and employees from suits, actions, damages, liability and expense in connection with the loss of life, bodily or personal injury or property damage arising from or occasioned by any act or omission or negligence or intentional wrong doing on the part of the Buyer and other persons employed or utilized by the Buyer.

(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.

5. **Option to Purchase:** At any time during the term of this Agreement, the Buyer may elect to exercise its option to purchase all or a portion of the Property, by doing the following:

A. **Establish Purchase Prices.** At such time as the Buyer wishes to exercise the Option, Buyer, at its expense, shall have the Lot(s) it wishes to purchase appraised. The Buyer shall provide the Seller with a copy of the appraisal report to establish the proposed purchase price. If the Seller does not agree with the proposed purchase price, then the Seller, at its expense, may have the Lot(s) appraised and the difference between the two appraised values shall be deemed the purchase price. By way of example, if the Buyer's appraised value is \$100,000 and the Seller's appraised value is \$150,000, then the purchase price is deemed to be \$125,000. All appraisals shall be prepared in accordance with the Uniform Standards of Professional Appraisal Practice by an appraiser holding a current license in good standing through the Florida Department of Business and Professional Regulation. The appraiser shall hold a current MAI designation.

B. **Execute Contract for Sale and Purchase.** After establishing the Purchase Price pursuant to subsection A, if the Buyer desires to purchase, the Buyer may exercise the option by executing two copies of the Contract for Sale and Purchase (the "**Contract**") in substantially the same form as that attached as **Exhibit "B"** and incorporated into this Agreement by reference, and delivering both copies, together with a written notice that the Buyer is thereby exercising the option, to the Seller. The option shall be effectively exercised upon the Buyer's delivery of the executed Contract and notice. Within 15 calendar days following Buyer's receipt of same, the Seller shall execute and deliver to the Buyer one of the copies of the Contract.

6. **Effective Date and Term of the Agreement:** This Agreement shall be effective commencing on the date the last party has signed this Agreement (the “**Effective Date**”.) This Agreement shall expire at 5 p.m. on December 31, 2018, unless the Buyer exercises its right to extend this Agreement for up to three additional one year terms. The Buyer may exercise its right, with no additional consideration paid to Seller, by providing written notice of the extension to Seller at least 30 calendar days prior to the end of the then current term. This Agreement shall be binding on all successors in interest of the Seller. This Agreement shall inure to the benefit of the successors or assigns of the Buyer.

7. **Assignment of the Agreement:** This Agreement along with all rights and benefits it involves, is freely assignable by the Buyer, provided however, that no subsequent assignee of the Gainesville Community Redevelopment Agency may assign its rights under this Agreement without the express written consent of the Seller.

8. **Authority; Transfer of the Property Subject to the Agreement:** 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 as such Seller has full authority to enter into this Agreement without requiring the consent or approval of any other person or entity. During the term of this Agreement, the Property may be transferred by the Seller. However, any such transfer of the Property shall be subject to, and shall not defeat the rights of the Buyer, its successors or assigns.

9. **Recording:** A memorandum of this Agreement shall be recorded by the Buyer in the Public Records of Alachua County, Florida.

10. **Default:** Failure to perform any responsibility under this Agreement shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have ten days to correct the default. If the default is not corrected, this Agreement may be terminated at the option of the non-defaulting party or the non-defaulting party may pursue all remedies available at law or in equity.

11. **Applicable Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Agreement must be brought and heard in Alachua County, Florida.

12. **Amendment:** This Agreement may not be amended, unless evidenced in a writing executed by all parties.

13. **Notice:** Any notice, request, demand, instruction or other communication to be given to either party shall be made in writing and shall be delivered by United States mail (certified, postage prepaid with return receipt requested); courier service such as Federal Express or United Parcel Services or some other comparable overnight mail service provided the courier service provides a written receipt, or by facsimile (fax) for which a communication notice of delivery is provided to Seller and Buyer at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt, or refusal or, delivery of said notice to the address indicated. If notice is sent by United States mail (USPS), it shall be deemed delivered when deposited with the USPS and the

date of delivery shall be deemed to be 5:00 p.m. on the date of the postmark. The address for the purpose of this paragraph may be changed by giving notice in the same fashion as described herein.

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

AS TO CRA: Community Redevelopment Agency
P.O. Box 490, MS 48
Gainesville, Florida 32627-0490
Attn: Executive Director
Telephone: 352-334-5010
Facsimile: 352-334-3119

COPY TO: City of Gainesville
P.O. Box 490, MS 46
Gainesville, Florida 32627-0490
Attn: CRA Attorney
Telephone: 352-334-5011
Facsimile: 352-334-2229

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

AS TO CITY: City of Gainesville
P.O. Box 490, MS 6
Gainesville, Florida 32627-0490
Attn: City Manager
Telephone: 352-334-5010
Facsimile: 352-334-3119

COPY TO: City of Gainesville
P.O. Box 490, MS 46
Gainesville, Florida 32627-0490
Attn: City Attorney
Telephone: 352-334-5011
Facsimile: 352-334-2229

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

Seller
City of Gainesville

Witness: _____

Anthony Lyons
City Manager

Witness: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, by Anthony Lyons, City of Manager, City of Gainesville, municipal corporation, who is personally known to me and duly sworn, acknowledged that as such officer, and pursuant to authority from said Agency, he executed the foregoing instrument for the uses and purposes set forth and contained in this instrument.

Print Name _____
Notary Public, State of Florida

Buyer
Gainesville Community Redevelopment Agency

Witness: _____

Anthony Lyons, Executive Director

Witness: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, by Anthony Lyons, Executive Director, Gainesville Community Redevelopment Agency, a body corporate and politic of the State of Florida, who is personally known to me and duly sworn, acknowledged that as such officer, and pursuant to authority from said Agency, he executed the foregoing instrument for the uses and purposes set forth and contained in this instrument.

Print Name: _____
Notary Public, State of Florida