

## CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

**PARTIES:** The City of Gainesville, a Florida municipal corporation, whose mailing address is P.O. Box 490, Station 06, Gainesville, Florida 32627, ("Seller"), and **Regional Development Group, INC.**, whose mailing address is 4750 The Grove Drive, Suite 220, Windermere, Florida 34786, ("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:

**Lot 6, AIRPORT INDUSTRIAL PARK: UNIT I, according to the plat thereof as recorded in Plat Book Q, Page 31, of the Public Records of Alachua County, Florida. Tax Parcel #08162-006-000**

Together with all easements, rights-of-way, streets and other appurtenances incidental to the operation of the Real Property.

(b) Street address, city, zip, of the Property: (No number assigned) Northeast 49<sup>th</sup> Avenue, Gainesville, FL 32609

(c) Personal Property: The following, if any, that are existing on the date of Closing: all impact and reservation credits, fees and deposits, sewer and water taps and connection fees related to the Real Property, and licenses and permits issued in connection with the Property.

(d) Other items included are: None, vacant property

(e) Items of Personal Property (and leased items, if any) excluded are: None, vacant property

2. **PURCHASE PRICE** (U. S. currency): \$ 296,000.00

#### **PAYMENT:**

(a) Deposit to be made within 10 calendar days after City Commission approval of this Contract and to be held in escrow by Winderweedle, Haines, Ward & Woodman, P.A. (Escrow Agent). \$ 20,000.00

(b) Additional escrow deposit to be made to Escrow Agent within \_\_\_\_ calendar days after Effective Date (see Paragraph 3) in the amount of \_\_\_\_\_. \$ 0.00

(c) Other: \_\_\_\_\_ \$ 0.00

(d) Balance to close by cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations. \$ 276,000.00

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

(a) If this offer is not executed by the Buyer on or before **March 31, 2019**, and by the Seller on or before **April 15, 2019**, the offer is deemed withdrawn. The offer is contingent upon approval of the Contract by the City Commission. If the City Commission of the City of Gainesville does not act to approve and ratify this Contract within **sixty (60) calendar days** of the date of execution by the parties, this Contract shall be terminated, the deposit returned to Buyer and Seller, and Buyer shall be relieved of all obligations under this contract.

(b) The effective date of Contract will be the date when the last of the following four events have occurred (the "Effective Date"): 1) the Seller has signed this Contract; 2) the Buyer has signed this Contract; 3) the City Commission has approved or ratified this Contract and Seller has notified Buyer of such approval or ratification; and 4) the Gainesville-Alachua County Regional Airport Authority has concurred with this Contract and Seller has notified Buyer of such concurrence.

**4. FINANCING:**

This Contract is contingent on Buyer obtaining approval of a loan ("Loan Approval") within 90 calendar days (if blank, then 30 calendar days) after Effective Date for (CHECK ONLY ONE): ☒ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan in the principal amount of 70% of the cost of the acquisition of the Property and the cost of constructing a Federal Express small package distribution facility on the Real Property, at an initial interest rate not to exceed the prevailing interest rate, and for a term of five years. Buyer will make application within 30 days (if blank, then five (5) calendar days) after Effective Date. Buyer shall use reasonable diligence to: obtain Loan Approval and notify Seller in writing of Loan Approval by Loan Approval Date; satisfy terms and conditions of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. If Buyer does not deliver written notice to Seller by Loan Approval Date stating Buyer has either obtained Loan Approval or waived this financing contingency, then either party may cancel this Contract by delivering written notice ("Cancellation Notice") to the other, not later than seven (7) calendar days prior to Closing. Seller's Cancellation Notice must state that Buyer has three (3) calendar days to deliver to Seller written notice waiving this financing contingency. If Buyer has used due diligence and has not obtained Loan Approval before cancellation as provided above, Buyer shall be refunded the deposit(s). Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by Closing, of those condition of Loan Approval related to the Property;

**5. TITLE EVIDENCE:** Within **20 calendar days** of the Effective Date:

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) shall be obtained by (CHECK ONLY ONE):

- X (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or  
 \_\_\_\_\_ (2) Buyer at Buyer's expense; 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:** This transaction shall be closed and the closing documents delivered no later than **30 calendar days** after the expiration of the Due Diligence Period, or any extension thereof ("Closing"), unless modified by other provisions of this Contract. Closing shall occur at the offices

of the title agent, or at the request of either party the Closing may be conducted as a mailaway closing.

7. **RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title subject 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 the Buyer's Intended Use.

Buyer agrees to abide by the terms, provisions and conditions of the "Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III", a copy of which is attached in Exhibits thereto and recorded as Instrument Number 1908415 in the Public Records of Alachua County, Florida. This covenant shall survive the closing and conveyance of the Property to the Buyer.

8. **SURVEY, ENVIRONMENTAL REPORT AND GENERAL DUE DILIGENCE:**

A. **SURVEY:** The Seller shall have 10 **calendar days** from the Effective Date of this Contract to deliver to the Buyer a copy of any existing survey (including any wetland surveys or related studies) it may have in its possession. The Buyer shall have 120 **calendar days** from the Effective Date 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, Buyer shall object to such survey defects prior to the end of the Due Diligence Period and the Seller shall have the time to cure such defect as the Contract allows to cure defects of title. Failure to so cure shall be regarded as a default by the Seller.

B. **ENVIRONMENTAL REPORT:**

(1) Within **150 calendar days** from the Effective Date of this Contract ("Due Diligence Period"), the Buyer may cause a Phase I or Phase II environmental study to be conducted on the Property by a qualified engineer. If the Phase I or Phase II environmental study conducted on the Property by a qualified engineer indicates the presence of "environmental contamination," as defined below, from a source other than the Preexisting Environmental Conditions as described in subsection (3) of this paragraph, or if the Phase I or Phase II environmental study indicates the presence of Preexisting Environmental Conditions as described in subsection (3) of this paragraph at levels that are unacceptable to the Buyer, the Buyer shall have the option to terminate this Contract within said 150-day period, the Deposit shall be returned to Buyer and this Contract shall be null and void except for any provision which expressly survives the termination of this Contract.

"ENVIRONMENTAL CONTAMINATION" is defined as follows: The presence in soils, groundwater or surface water on the Property of any contaminant, as that term is defined in Chapter 62-780.200(10), Florida Administrative Code ("F.A.C."), at a concentration in excess of the contaminant cleanup target levels established in Chapter 62-777, F.A.C., or the presence of Hazardous Substances, as defined below, on or under the Real Property or the groundwater underneath the Real Property.

(2) The City/Seller is unwilling to assume responsibility for contracting directly for a Phase I or Phase II environmental study of the Property, as the Buyer is more capable of determining what scope of work will be necessary to meet its needs. The Buyer shall confer with the Alachua County Environmental Protection Department as to the required scope of work of any Phase II environmental study. The Phase I or Phase II environmental study shall be undertaken by the Buyer on its own initiative and shall be done at the Buyer's own expense.

(3) Seller's Representations

a. Contamination assessment activities have been performed at the Gainesville Job Corps Center, 5301 NE 40<sup>th</sup> Terrace, Gainesville, Florida ("Job Corps Site"), located north of the Property. The results of contamination assessment activities performed to date are contained in the following reports: Contamination Assessment Report, Gainesville Job Corps Center, dated March 29, 1994, prepared by GeoSolutions, Inc.; Preliminary Contamination Assessment Report for Gainesville Job Corps Center Former Filter Basins, dated 1996, prepared by Environmental Science and Engineering, Inc.; Contamination Assessment Report for Gainesville Job Corps Center Former Filter Basins, dated 1998, prepared by QST Environmental, Inc. ("QST"); Draft Contamination Assessment Report Addendum for the Former Filter Basins, Gainesville Job Corps Center, dated 1999, prepared by QST; and Draft Final Contamination Assessment Report Addendum for the Former Filter Basins, Gainesville Job Corps Center, dated April 2001, prepared by Dynamic Technology Systems, Inc. In addition, three (3) monitor wells have been installed on the Property, designated TMW-05, MW-17H and MW-17D. The results of groundwater samples collected from two (2) of these monitor wells (MW-17H and MW-17D) in December 2006, by the Florida Department of Environmental Protection ("FDEP Sampling Event"), are available in a file maintained by the City of Gainesville Economic Development Department. In addition, the results of groundwater samples collected from three (3) monitor wells (designated Lot 6 TMW3, Lot 6 TMW4 and Lot 6 TMW5) on the Property prior to March 1997, are included in the following report: ENVIRONMENTAL SUMMARY FOR THE CITY OF GAINESVILLE AIRPORT INDUSTRIAL PARK, prepared by Jones, Edmunds & Associates, Inc., 730 NE Waldo Road, Gainesville, FL 32641. All of the reports and data referenced above are hereafter referred to as "Environmental Reports".

b. The Environmental Reports describe soil or groundwater impacts ("Preexisting Environmental Conditions") that may be present on the Property as a result of the release of Hazardous Substances on the Job Corps Site or the migration of Hazardous Substances from the Job Corps Site. As used herein, "Hazardous Substances" means any contaminants, pollutants, hazardous or toxic substances as those terms may be defined in any federal, state or local law, rule, regulation or ordinance, including asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof).

c. Upon request, Seller shall provide Buyer with copies of the Environmental Reports.

d. Seller makes no representation or warranty as to the accuracy of any of the information provided in the Environmental Reports.

(4) Buyer's Representations

a. Buyer shall, upon request by Seller at any time following the Closing, execute a Declaration of Restrictive Covenants for the Property, to be recorded in the Public Records of Alachua County, Florida, that prohibits: (a) the use of groundwater on the Property for any purpose; (b) drilling for water conducted on the Property; and (c) installation of any wells on the Property, all without the express written consent of the Florida Department of Environmental Protection. The Declaration of Restrictive Covenants shall run with the land and shall be binding upon any person or entity acquiring title to the Property following the Closing.

b. Buyer shall not engage in any activity on the Property that has the effect of exacerbating the Preexisting Environmental Conditions.

(5) Environmental Indemnity

a. Seller assumes all liability for, and releases and agrees to indemnify, demand, and hold harmless Buyer, Buyer's tenant(s), and Buyer's and Buyer's tenant's employees, agents, contractors (the "Indemnified Parties"), from and against, and compensate and reimburse the Indemnified Parties for, any and all losses, liabilities, claims, demands, damages, penalties, forfeitures, suits, costs, expenses, cleanup and remediation costs, and all other obligations which the Indemnified Parties may hereafter incur, become responsible for or pay out in connection with the Preexisting Environmental Conditions solely by virtue of Buyer's status as owner of the Property, or Buyer's tenant(s) status as a tenant or occupant of the Property, or the employees, agents, or contractors of Buyer or Buyer's tenant(s) as employees of Buyer or Buyer's tenant(s), as applicable ("Claim"); provided, however, Seller shall have no obligation to indemnify or hold harmless the Indemnified Parties against any Claim related to or arising out of environmental impacts on the Property as a result of sources other than the Preexisting Environmental Conditions, or to the extent caused by or resulting from the negligence or willful misconduct of Buyer, or its agents, employees, or invitees, or to the extent that action of Buyer, its agents, employees, or invitees have exacerbated Preexisting Environmental Conditions.

b. Buyer shall notify Seller of any Claim within **ten (10) business days** after Buyer receives actual notice thereof. Buyer shall cooperate with Seller in any reasonable manner that Seller shall request in the defense of any Claim.

c. Seller shall have the right to assume and take over the defense of any Claim and engage attorneys to represent Seller and Buyer with counsel reasonably acceptable to Buyer; provided, however, if Buyer desires separate counsel, Buyer may engage such counsel at its own cost and expense and Seller shall cause Seller's counsel to cooperate with Buyer's counsel in its defense of any Claim.

d. The environmental indemnity provided for in this Contract shall not be enforceable by Buyer in the event that Seller has requested Buyer execute and record the Declaration of Restrictive Covenants provided in Buyer's Representations above and Buyer has failed to so execute and record the Declaration of Restrictive Covenants.

e. Seller waives the protection of, and any limitation of the liability of Seller arising from, the sovereign immunity of Seller under the Constitution, laws and statutes of the State of Florida, including but not limited to Chapter 768, Florida Statutes.

f. The foregoing agreement of Seller to indemnify, defend and hold harmless shall inure to the benefit of Buyer, Buyer's tenant(s), and the successors and assigns of Buyer and Buyer's tenant(s), and their respective employees, agents and contractors, including without limitation any future owner of the Property and any future tenant of the Property. The provisions of this subsection 8.B.(5) shall survive the Closing.

C. GENERAL DUE DILIGENCE: Commencing on the Effective Date of this Contract, Buyer and its engineers, architects, and other agents shall have a period of **150 calendar days** from 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 to evaluate the physical characteristics of the Property, including without limitation, Survey, Appraisal, soil studies, asbestos studies, topographical survey, land use and zoning review, water and sewer availability and capacity, ingress/egress, preliminary planning review, public records search, coverage ratio, and construction time, 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 Buyer's Intended Use. Within 10 **calendar days** after the Effective Date of this Contract, Seller shall provide Buyer with a copy of all surveys, title reports or title insurance policies, and any other non-environmental reports that pertain to the Property that are in the Seller's possession. The Buyer may extend the Due Diligence Period for up to two sixty (60) calendar day periods by providing written notice to the Seller at least five calendar days before the end of the Due Diligence Period, as it may be extended. If the extension is exercised, the Buyer must place an additional \$10,000 per period into Escrow which shall be part of the Deposit and which will be applicable to the Purchase Price.

D. **ACCESS:** 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, agrees to indemnify the Seller for claims brought against the Seller, its governing body, or its employees with respect to the entry and inspections by the Buyer, its employees, agents, invitees or independent contractors. Notwithstanding any contrary provision in this Contract, this indemnification shall survive termination of this Contract.

E. **RIGHT TO TERMINATE:** In the event Buyer determines in its sole discretion, that the Property is not suitable for Buyer's Intended Use, Buyer may by written notice provided to Seller on or prior to expiration of the Due Diligence Period, terminate this Agreement, upon which the Deposit shall be promptly returned to Buyer and except as otherwise provided herein, neither party shall have any further liability or obligation hereunder.

F. **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 any documents provided by Seller.

## 9. **SPECIAL CONDITIONS/CONTINGENCIES:**

**SPECIAL CONDITIONS - FEDERAL OBSTRUCTION STANDARDS:** The Property described herein lies within an Airport Height Notification Zone. Therefore, all structures on the Property must conform to the federal obstruction standards for civil airports contained in Title 14 of the Code of Federal Regulations, Part 77.

### **CONTINGENCIES:**

It is understood and agreed that the Closing is contingent on Buyer obtaining final approval by the appropriate governmental authorities (the "Final Approval") of the following:

- (a) Land Use and Zoning changes as necessary to allow use of the Property as a 365/24 small package distribution facility (the "Intended Use").
- (b) 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 construction and operation of Buyer's Intended Use.
- (c) Final Development Plan for the Buyer's Intended Use.
- (d) All necessary governmental permits, excluding building permits, for the Buyer's Intended Use.

The Buyer, at its sole expense, will apply for and diligently pursue such Final Approvals. The Seller agrees to cooperate with Buyer's efforts, including without limitation signing or consenting to any necessary applications and permits. In the event the Buyer is unable to obtain the Final Approvals, on or before the Closing, Seller may in its sole discretion: (1) allow Buyer to continue to diligently pursue the Final Approvals and extend Closing on a month to month basis until Buyer is able to obtain the Final Approvals, or (2) terminate this Contract and return Buyer's Deposit, upon which neither party shall have any further liability or obligation hereunder.

**NO CONTRACTUAL ZONING; NO CONTRACTING OF POLICE POWERS.** The parties recognize that the Seller is also the government entity that is vested with authority to grant or deny many of the above Final Approvals. The parties agree that nothing contained in this Contract shall be interpreted or construed as an approval, waiver or agreement to approve or waive any development plan, development permit, rezoning, comprehensive plan amendment or any other governmental requirement for the Buyer's Intended Use. Nothing contained in this Contract shall be interpreted or construed as contracting away the exercise of the police powers of the City.

**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.

On June 18, 2007, the Florida Department of Environmental Protection filed suit in the Circuit Court of the Eighth Judicial Circuit in and for Alachua County, Florida, against the United States of America seeking an order obligating the United States of America to investigate and remediate the Preexisting Environmental Conditions that may be present on the Property as a result of the release of Hazardous Substances on the Job Corps Site or the migration of Hazardous Substances from the Job Corps Site.

**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 agreements, 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, except as disclosed herein.

**D. ZONING:** Seller warrants and covenants that the Property is presently zoned General Industrial District (I-2). 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 Intended Use.

**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, by any other government entity.

F. **PARTIES IN POSSESSION:** There are no adverse or other parties in possession of the Property, or any part thereof, and no party has been granted any license, lease, or other right relating to the use or possession of the Property, or any part thereof..

G. **REGULATIONS:** There is no condition existing with respect to the Property, or any part thereof, which violates any regulations imposed by governmental authorities (the "Regulations"), including, but not limited to, Regulations relating to zoning and use of the Property which would make the property unsuitable or unavailable for the Intended Use. Seller has not received notice, written or otherwise, from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any Regulation or otherwise.

H. **NO NOTICE OF CHANGES:** Seller has not received notice of, and has no other knowledge or information of, any pending or contemplated change in any Regulation or private restriction applicable to the Property, of any pending or threatened judicial or administrative action, of any action pending or threatened by adjacent landowners or other persons, any of which would result in any material change in the condition of the Property, or any part thereof, or in any way present, limit or impede use of the Property for the Intended Use.

I. **HAZARDOUS SUBSTANCES:** Except for the Preexisting Environmental Contamination, to the best of Seller's knowledge, there are no hazardous substances, hazardous waste, pollutants or contaminants which are or have been generated, used, deposited, stored, disposed of, placed, released, or otherwise located in or on the Real Property or at any facility operated on the Real Property at any time. Seller has received no notice of any violation or claimed violation of any law, ordinance, rule or regulation. To the best of Seller's knowledge, there are no underground storage tanks located under the Real Property.

11. **OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein.
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.
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:** N/A, Vacant land

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. **GOVERNING LAW:** The Laws of the State of Florida shall govern this Agreement, venue in Alachua County, Florida.

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 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, and shall be deemed to have been duly given if personally delivered, or if sent by overnight courier (e.g., Federal Express), or if mailed by United States certified mail, return receipt requested, postage prepaid, or if sent by electronic mail.

A. 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 32602-0490

Email: \_\_\_\_\_

COPY TO:

Attention: City Attorney  
City of Gainesville  
P.O. Box 490  
Gainesville, Florida 32627  
Email: [legal@cityofgainesville.org](mailto:legal@cityofgainesville.org)

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

AS TO SELLER:

Timothy Burns  
c/o Regional Development Group, Inc.  
4750 The Grove Drive, Suite 220  
Windermere, Florida 34786  
Email: [tim@regionalgroupinc.com](mailto:tim@regionalgroupinc.com)

COPY TO:

Randolph J. Rush, Esq.  
Winderweedle, Haines, Ward & Woodman, P.A.  
329 Park Avenue North, Second Floor  
Winter Park, Florida 32789  
Email: [rrush@whww.com](mailto:rrush@whww.com)

Any notice or demand to the Gainesville-Alachua County Regional Airport Authority (GACRAA) may be given to the following address:

AS TO GACRAA:

Attention: Chairman of the Board  
Gainesville-Alachua County Regional Airport Authority  
3880 NE 39<sup>th</sup> Avenue  
Gainesville, FL 32609

21. **ENTIRE AGREEMENT:** 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.
22. **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 Agreement.
23. **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.
- 24-A. **IMPROVEMENTS:** This Contract will be closed and the deed and possession delivered to Buyer on or before the Closing Date, unless extended per the terms of the Agreement. Consistent with Section 12.01 of the Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III, recorded as Instrument Number 1908415 in the Public Records of Alachua County, Florida (the "Declaration"), and as a

term and condition of this Agreement, Buyer agrees to construct and complete a small package distribution facility on the Property, within **two years** following the date of Closing. Completion shall be defined as issuance of a Certificate of Occupancy.

**24-B. REVERTER:** In the event Buyer does not in good faith commence construction of the Improvements on the Property within two years following the date of closing of this Contract consistent with the deed restrictions on this property as contained in §12.01 of the Declaration, the Property and any improvements thereon will revert back to the Seller, upon: 1) the Seller paying to Buyer an amount equal to the purchase price paid to Seller by Buyer, less any credits or refunds paid to Buyer by Seller; and 2) the Seller adopting and recording in the public records of Alachua County, Florida, a resolution of the Seller declaring that the Property has reverted to Seller by reasons of the failure of the Buyer to in good faith commence construction of the Improvements within the required time limit. The Seller may, by the adoption of a resolution, extend the aforesaid 2-year time limitation if in its discretion good cause therefore is shown by Buyer. Once having commenced construction, the Buyer shall diligently and in good faith proceed to complete such construction of the Improvements without delay.

**24-C. TERMS TO SURVIVE CLOSING:** The provisions of this section 24, shall survive the sale and Closing of the Property.

**25. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"):** Buyer and Seller acknowledge receipt of a copy of Standards A through V attached, which are incorporated as a part of this Contract, except as modified by sections numbered 1-24 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,

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Print Name

***APPROVED AS TO FORM AND LEGALITY***

\_\_\_\_\_  
City Attorney  
City of Gainesville

**BUYER:****REGIONAL DEVELOPMENT GROUP, INC.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

3/22/19

**WITNESSES:**

Name \_\_\_\_\_

Name \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

**DEPOSITS :**      Deposits under Paragraph 2(a) received (Checks are subject to clearance):**WINDERWEEDLE,    HAINES,    WARD    &  
WOODMAN, P.A., Escrow Agent**

By: \_\_\_\_\_

CONCURRED BY:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name

Chairman of the Board

Gainesville-Alachua County Regional Airport Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name

Secretary/Treasurer

Gainesville-Alachua County Regional Airport Authority

**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 until the expiration of the Due Diligence Period to examine the Title Commitment, 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. At the Closing, the title agent shall mark up the title insurance commitment to delete the so-called "gap period" in accordance with Section 627.7841, Florida Statutes, as amended.

**B. SURVEY:** Buyer, at Buyer's expense, 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:** N/A, 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 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:** N/A, vacant land.

**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: 

Seller's Initials: \_\_\_\_\_

**H. TIME:** In computing time periods of less than six (6) business days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided herein which shall end on a 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. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

**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:** N/A, vacant land. Refer to Section 8 of the Contract.

**N. RISK OF LOSS:** N/A, vacant land.

Buyer's Initials: 

Seller's Initials: \_\_\_\_\_

**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 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, including without limitation any such fees, costs and expenses incurred in establishing the right to recover such fees, costs and expenses and the amount to be recovered.

Buyer's Initials: 

Seller's Initials: \_\_\_\_\_



**R. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, 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 for any reason other than failure of Seller to make Seller's title marketable after diligent effort, 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. In the event the remedy of specific performance is not available due to the actions of Seller, then Buyer shall be entitled to bring an action against Seller to recover Buyer's damages.

**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 facsimile 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 AGREEMENTS:** No prior or present agreements 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. SELLER DISCLOSURE:** (1) 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; (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to any physical condition or history of the Property; and (3) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

**W. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

**X. COUNTERPARTS:** This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall,

collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

2003 FEB 13 12:42 PM BK 2605 PG 526

J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK2 Receipt#126526

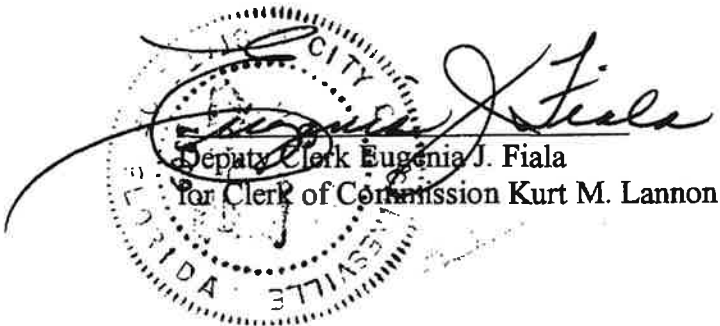
## City of Gainesville

State of Florida

County of Alachua

I, the duly appointed and qualified Clerk of the Commission of the City of Gainesville, Florida, a municipal corporation, do hereby certify that the foregoing is a true and correct copy of **Resolution No. 020747** which was duly and regularly adopted by the City Commission of the City of Gainesville, Florida at a City Commission Meeting on **January 13, 2003**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Gainesville, Florida, this **13<sup>th</sup>** day of **February**, A.D., **2003**.



Deputy Clerk Eugenia J. Fiala  
for Clerk of Commission Kurt M. Lannon

180869E

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

**RESOLUTION NO. 020747****PASSED: January 13, 2003**

**A Resolution of the City Commission of the City of Gainesville, Florida, amending Resolution No. 961032 that adopted the Amended Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Units 1 and II, located in the City of Gainesville, Alachua County, Florida; providing directions to the Clerk; and providing an immediate effective date.**

**WHEREAS**, the City of Gainesville is the owner of real property in the area commonly known as the Airport Industrial Park: Unit I, Unit II, and Unit III (the "Airport Industrial Park"); as more particularly described herein; and

**WHEREAS**, the City Commission desires to develop a high quality light industrial and business park on the Airport Industrial Park, and to provide for the maintenance, preservation, control and proper development, including, without limitation, provisions for the physical appearance and compatibility of individual building sites and improvements constructed thereon; and

**WHEREAS**, the City Commission deems it desirable to protect the owners of building sites within the Airport Industrial Park against improper development and use of surrounding sites and buildings that would impair or depreciate the value thereof; and

**WHEREAS**, the City Commission desires to provide adequate setbacks, signage controls, landscaped areas, off-street parking and loading facilities in order to promote the general welfare of the Airport Industrial Park; and

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

**RESOLUTION NO. 020747**

**PASSED: January 13, 2003**

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**WHEREAS**, the City of Gainesville is the owner of real property in the area commonly known as the Airport Industrial Park: Unit I, Unit II, and Unit III (the "Airport Industrial Park"); as more particularly described herein; and

**WHEREAS**, the City Commission desires to develop a high quality light industrial and business park on the Airport Industrial Park, and to provide for the maintenance, preservation, control and proper development, including, without limitation, provisions for the physical appearance and compatibility of individual building sites and improvements constructed thereon; and

**WHEREAS**, the City Commission deems it desirable to protect the owners of building sites within the Airport Industrial Park against improper development and use of surrounding sites and buildings that would impair or depreciate the value thereof; and

**WHEREAS**, the City Commission desires to provide adequate setbacks, signage controls, landscaped areas, off-street parking and loading facilities in order to promote the general welfare of the Airport Industrial Park; and

1       **WHEREAS**, the Gainesville City Commission on October 14, 1996, adopted Resolution  
2       No. 960480, which adopted the Declaration of Protective Covenants and Restrictions for the  
3       Airport Industrial Park: Unit I; and

4       **WHEREAS**, the Gainesville City Commission on April 14, 1997, adopted Resolution  
5       No. 961032, which adopted the Amended Declaration of Protective Covenants and Restrictions  
6       for the Airport Industrial Park: Unit I and Unit II located in the City of Gainesville, Alachua  
7       County, Florida; and

8       **WHEREAS**, on April 27, 1998, the City Commission adopted Resolution 971120,  
9       approving the addition of Unit III to the Airport Industrial Park and subjecting Unit III to the  
10      Amended Declaration of Protective Covenants and Restrictions for the Airport Industrial Park,  
11      said Notice of Addition recorded in Official Records Book 2166, Page 764 of the Public Records  
12      of Alachua County, Florida, and

13      **WHEREAS**, Gainesville City Commission is desirous of amending the Amended  
14      Declaration of Protective Covenants and Restrictions for the Airport Industrial Park and to apply  
15      them to the Airport Industrial Park: Unit I, Unit II, and Unit III; and

16      **WHEREAS**, the Gainesville City Commission desires to subject the Airport Industrial  
17      Park to the covenants, restrictions, easements, agreements, charges and liens hereinafter set  
18      forth, each of which is for the protection and benefit of the Airport Industrial Park and for the  
19      benefit of all subsequent owners of any part of the Airport Industrial Park and shall inure to the  
20      benefit of and run with the title to the lots of the Airport Industrial Park; and

21      **WHEREAS**, Gainesville-Alachua County Regional Airport Authority has approved the  
22      Second Amended and Restated Declaration of Protective Covenants and Restrictions for the

Airport Industrial Park: Unit I, Unit II, and Unit III, at its regular meeting held on August 15, 2002, and recommends the City Commission adopt the Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA; that:**

**Section 1.** Resolution No. 961032 that adopted the Amended Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I and Unit II, is amended by adopting the Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III, attached hereto as Exhibit "A" and made a part hereof as if set forth in full, on the following described property lying and being in the City of Gainesville, Alachua County, Florida:

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

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

Lots 20 through 23 of the Airport Industrial Park: Unit III, as recorded in Plat Book T, Page 88, Public Records of Alachua County, Florida.

**Section 2.** The Seconded Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III, Located in the City of Gainesville, Alachua County, Florida, is intended to, and shall, supersede and replace in its entirety the Amended Declaration of Protective Covenants and Restrictions for the Airport Industrial Park:

Unit I and Unit II, recorded in Official Records Book 2107, Page 2049, of the Public Records of Alachua County, Florida, and Notice of Addition of Airport Industrial Park: Unit III, recorded in Official Records Book 2166, Page 764, of the Public Records of Alachua County, Florida.

**Section 3.** The Clerk of the Commission is directed to record this Resolution in the Public Records of Alachua County, Florida. The Clerk of the Commission is further directed to record the Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III, Located in the City of Gainesville, Alachua County, Florida.

**Section 4.** Thomas D. Bussing, Mayor, is hereby authorized and directed to execute the Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III, Located in the City of Gainesville, Alachua County, Florida, on behalf of the City of Gainesville and Kurt M. Lannon, Clerk of the Commission, is hereby authorized and directed to impress the official seal of the City of Gainesville and to attest said execution.

**Section 5.** This resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of January, 2003.

ATTEST:

KURT LANNON,  
CLERK OF THE COMMISSION

THOMAS D. BUSSING, MAYOR

APPROVED AS TO FORM AND LEGALITY:

MARION L. RADSON, CITY ATTORNEY

JAN 15 2003



**After Recording, please return to**

Walter Mathews, IV, Assistant City Attorney  
 Office of the City Attorney  
 City of Gainesville  
 200 East University Avenue, Suite 425  
 Gainesville, Florida 32602

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

This Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III (hereinafter Restated Declaration) is made this 16<sup>th</sup> day of January, 2003, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as "Declarant").

**WITNESSETH:**

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

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

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

**Airport Industrial Park: Unit III** - This plat consists of 45.80 acres, as recorded in Plat Book T, Page 88, Public Records of Alachua County, Florida. For the purpose of this Restated Declaration, Unit III consists of Lots 20 through 23.

(The property in Unit I, Unit II and Unit III are hereinafter collectively referred to as the "Property"); and



**WHEREAS**, the total acreage of the Property is 93.35 acres, less and except all roadways and rights-of-way; and

**WHEREAS**, the Declarant owns a total of 49.06 acres of Property in Unit I, Unit II and Unit III; and

**WHEREAS**, Nordstrom, Inc., a corporation of the State of Washington (hereinafter referred to as "Nordstrom"), owns a total of 24.65 acres of Property in Unit III; and

**WHEREAS**, Declarant and Nordstrom (herein collectively referred to as the "Aggregate Owners") own in the aggregate at least sixty-six and 2/3% (66 2/3%) of the total acreage of the Property (to the nearest one-hundredth of an acre), less and except all roadways and rights-of-way. Thus, pursuant to the Restated Declaration, Aggregate Owners shall have the right to establish and declare such amendments, modifications and supplements to this Restated Declaration, or to rescind this Restated Declaration, as such Aggregate Owners shall from time to time deem to be appropriate and which are in compliance with the restrictions and easements of record and the regulations of all agencies with appropriate governmental jurisdiction.

**WHEREAS**, This Restated Declaration for the Property is intended to, and shall, supersede and replace in its entirety the Amended Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I and Unit II, recorded in Official Records Book 2107, Page 2049, of the Public Records of Alachua County, Florida and Addition of Airport Industrial Park: Unit III, recorded in Official Records Book 2166, Page 764, of the Public Records of Alachua County, Florida; and

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

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

**WHEREAS**, Declarant desires to provide adequate setbacks, signage controls, landscaped areas, off-street parking and loading facilities in order to promote the general welfare of the Property; and

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

Property and shall inure to the benefit of and run with the title to the Property;

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

## **ARTICLE I DEFINITIONS**

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

**"GACRAA"** - shall mean and refer to the Gainesville - Alachua County Regional Airport Authority, created by Chapter 86-469, Special Acts, Laws of Florida 1995, as amended by Chapter 89-433 and 95-457, Special Acts, Laws of Florida.

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

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

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

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

Public Records of Alachua County, Florida.

Lots 20 through 23, of the Airport Industrial Park: Unit III, as recorded in Plat Book T, Page 88, Public Records of Alachua County, Florida.

**"Restated Declaration"** - shall mean this Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III, located in the City Of Gainesville, Alachua County, as it may from time to time be amended or supplemented.

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

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

## ARTICLE II GENERAL CHARACTER AND PURPOSES OF CONDITIONS

**Section 2.01.** It is the intent of these Protective Covenants to provide conditions, covenants, restrictions, reservations, standards and easements to insure that the Airport Industrial Park will always be maintained as an attractive park-like setting for industry with ample landscaped open areas; attractive high quality structures; proper and desirable uses and appropriate development and improvement of all property; to protect the Owners, lessees and sublessees of property against improper and undesirable use of surrounding property; to protect against depreciation in value of property, to guard against erection of structures built of improper or unsuitable materials or design, to encourage the erection of attractive improvements with appropriate locations; to prevent haphazard and inharmonious improvement of property; and to provide generally a quality development.

## ARTICLE III PERMITTED AND PROHIBITED USES AND ACTIVITIES

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

**Section 3.02.** Prohibited Uses and Activities. No noxious or offensive trades, services or

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

Notwithstanding any provision set forth in any law, ordinance or regulation, the use of any portion of said property for any of the following purposes is expressly prohibited: rendering plants, poultry processing plants, junk yards, chemical producing or manufacturing plants, cement plants, heavy manufacturing purposes, foundries or any other industry or business which is or becomes a nuisance by reason of the excessive emission of smoke, dust, noise, glare, odor, fumes or vibrations.

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

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

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

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

#### **ARTICLE IV PLAN REVIEW AND WAIVER**

**Section 4.01.** No building, structure or other improvement shall be erected, placed, or altered on

any building site until the building or other improvement plans, specifications and site plan showing the location of such building or improvements on the particular building site have been submitted to and approved in accordance with the City of Gainesville's Land Development Code. Additionally, prior to the issuance of any development order, GACRAA shall have the right to review and comment on any plans submitted to the Declarant as relates to compliance with this Declaration.

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

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

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

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

**Section 4.05.** The terms and conditions of this ARTICLE IV, and all approval rights contained herein, shall remain in full force and effect notwithstanding the loss, damage or destruction, by whatever cause, of all or any portion of the improvements constructed in accordance with this ARTICLE IV. Any subsequent reconstruction, renovation, refurbishing or rebuilding of any such loss, damaged or destroyed improvements shall be performed and completed in accordance with the terms of this Declaration, including, without limitation, the terms and conditions of this ARTICLE IV.

## ARTICLE V SETBACKS AND BUILDING TO LAND RATIOS

### Section 5.01. Minimum Setbacks

#### Buildings:

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

#### Parking areas or Internal private Driveways:

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

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

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

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

## ARTICLE VI BUILDINGS, MATERIALS AND CONSTRUCTION

**Section 6.01.** N.E. 49th Avenue - Exterior of any building facing NE 49th Road shall be of face brick, common brick, stone, split-face concrete block, exposed aggregate concrete, tilt-up concrete, glass, or any combination thereof. When expansion of the building is programmed to occur within four years of the original construction, or each subsequent expansion, the proposed expansion wall of the building can temporarily be constructed of steel building products. However, these steel building products shall be replaced by the materials hereinabove set forth within four years of the original construction if no expansion occurs.

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

on facilities which have access to and from NE 40th Terrace and NE 49th Terrace.

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

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

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

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

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

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

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

## **ARTICLE VII PARKING**

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

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

## **ARTICLE VIII GRADING AND LANDSCAPING**

**Section 8.01.** All open areas on any property not used for building, structures, parking, access roads and loading areas shall be suitably graded and drained and shall be seeded and maintained in



grass, and shall be further landscaped with trees and shrubs so as to provide a park-like setting.

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

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

## **ARTICLE IX SIGNAGE AND LIGHTING**

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

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

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

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

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

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

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

**Section 10.03.** All roof-mounted mechanical equipment, utility installations, duct work, radar

equipment, radio or television antenna, satellite dish, or any other devices which project vertically more than 1 1/2 feet above the roof or roof parapet shall be screened by a solid visual barrier which is detailed consistent with the building.

## ARTICLE XI SITE AND BUILDING MAINTENANCE, LIENS

**Section 11.01.** Every Owner of a developed site within the Property shall maintain all buildings, landscaping, fences, drives, parking lots and other structures and improvements located thereon in good and sufficient repair, and said Owner shall keep such premises planted, the lawns cut, shrubbery trimmed, windows cleaned and glazed and otherwise maintain such sites in an aesthetically pleasing manner. All areas upon any such site shall be free at all times from debris, papers, excessive leaves, branches and trash of all kinds. Any structure, landscaping, driveway or parking lot in any site within the Property which is damaged by the elements, vehicles, fire or any other cause either:

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

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

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

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

Any monies expended by Declarant or GACRAA shall bear interest from date of disbursement until paid at the highest rate allowed by law and shall be paid by such owner or tenant to Declarant or

GACRAA within fifteen (15) days after receipt of notice of the amount due. If such Owner shall fail to reimburse the entity performing the work or Declarant or GACRAA, said amount and interest thereon shall constitute a lien upon the Property enforceable as any other lien upon the recordation by Declarant or GACRAA or its agent of a claim of lien setting forth the amount due, a description of the Property intended to be encumbered and referring to the terms of this Section. Said lien shall also secure all cost of collection, including, without limitation, court costs and attorneys' fees (including costs and fees upon appeal). Said lien may be foreclosed in the same manner as a mortgage upon real estate, or Declarant or GACRAA, without waiving the right of foreclosure, may pursue collection directly against the affected Owner. Notwithstanding the foregoing, said lien shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments levied by County or State Governments or any political subdivision or special district thereof and (b) all liens, including but not limited to, mortgages and other security instruments which secure any loan for any part of the purchase price of the Property and/or improvements placed thereon filed for record prior to the date when such amounts become due and payable. No foreclosure shall free any Property from the liens thereafter becoming due and payable, nor shall the personal obligation of the Owner foreclosed be extinguished by any foreclosure.

## ARTICLE XII RIGHT OF REPURCHASE

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

- (a) Said reverter shall be accomplished upon the adoption of a resolution of the Declarant declaring that the subject property has reverted to Declarant by reasons of the failure of the particular Owner to complete construction of the required building or structure within the required time limit.
- (b) Declarant shall further, within 45 days of the adoption of said resolution, tender to Owner (or his successors in interests, assigns, etc.) a check in an amount equal to the purchase price paid to the Declarant by the Owner for the subject property, less any real estate commission paid by Declarant resulting from the sale to Owner, and less any credits or refunds paid to Owner by the Declarant. Said check shall be made payable and tendered directly or by mail to the last known address of the owner of record of the subject property as of the date of tender, and the fact of such tender shall be set forth in the resolution required in (a) above.
- (c) a copy of said resolution, which shall contain the legal description of the reverted

property, shall within 10 days after passage thereof be recorded upon the public records of Alachua County, Florida, and upon recording shall constitute prima facie evidence of the reversion of said property to Declarant.

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

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

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

### **ARTICLE XIII DIVISION OF LOTS**

**Section 13.01.** Property may be further divided or subdivided, provided, however, Owner by acceptance of any deed or conveyance agrees not to divide, subdivide, sell, convey, or lease the property or any part thereof, in lesser size than 2 contiguous acres. Nothing herein contained shall be deemed to prohibit the consolidation of two or more lots into a larger building site under one ownership

### **ARTICLE XIV DURATION OF RESTRICTIONS**

**Section 14.01.** The Restrictions of this Declaration shall run with the title to and bind the Property, and shall inure to the benefit of and be enforceable by Declarant, GACRAA, or the Owner of any portion of the Property, or the respective legal representatives, heirs, successors and assigns thereof, for a period of twenty (20) years from the date of recordation of this Declaration in the Circuit Court Clerk of Alachua County, Florida. Upon the expiration of said 20-year period, this Declaration shall be automatically renewed and extended, as permitted by the laws of the State of Florida, for successive renewal periods of ten (10) years each unless expressly terminated by an instrument executed by Declarant or its successors in interest and duly recorded in the aforesaid Records of Alachua County, Florida.

## ARTICLE XV ENFORCEMENT OF RESTRICTIONS

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

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

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

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

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

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

**Section 16.03.** Owners, their successors and assigns, by acceptance of a deed of conveyance,

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

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

## ARTICLE XVII AMENDMENTS AND RESCISSION

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

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

Any Owner of a site within the Property may assign to any other Owner, or to any lessee of an owner under a lease, the right hereinabove granted to amend, modify, supplement or rescind, in conjunction with other Owners, this Declaration; provided, however, that each and every such assignment shall be evidenced by an appropriate written instrument recorded in the Public Records of Alachua

County, Florida. Declarant may at any time or from time to time, during the pendency of these restrictions, add to the property which is covered by this declaration, upon the recording of a Notice of Addition to said Industrial Park and specifically setting forth and recording on the Public Records of Alachua County, Florida, a notice of intent to add such territory and that such added territory shall be subject to these declarations and covenants.

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

### **ARTICLE XVIII SUPPLEMENTAL RESTRICTIONS**

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

### **ARTICLE XIX EFFECT OF INVALIDATION**

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

### **ARTICLE XX HEADINGS**

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

IN WITNESS WHEREOF, Declarant has caused this document to be executed in its behalf by its Mayor-Commissioner and its Clerk of the Commission, pursuant to proper Resolution, duly adopted and entered on the minutes of the Gainesville City Commission on this 16<sup>th</sup> day of

January, 2003  
(2003)

Thomas D. Bussing  
THOMAS D. BUSSING, MAYOR

ATTEST:

Ernest J. Fiala  
Clerk of the Commission

Approved as to form and legality:

Watt Mathews  
City Attorney

Reviewed and approved by the Gainesville - Alachua County Regional Airport Authority this 13<sup>th</sup> day of February, 2003

ATTEST:

P. D. ...  
CHAIR

Janice C. Humphrey-Buck  
Secretary/Treasurer



Executed this 14 day of November, 2002.

**Property Description:**

**LOT Thirteen (13), AIRPORT INDUSTRIAL PARK : UNIT II, as per plat thereof recorded in Plat Book "T", Page 37, of the Public Records of Alachua County, Florida.**

**Tax Parcel 08162-013-000**

**6.97 acres**

Signed, sealed and delivered in the presence of:

**FLORIDA FOOD SERVICE, INC.,  
a Florida Corporation,**

Sam Bridges

Witness

Print Name: SAM BRIDGES

Marcia Adams

Witness

Print Name: MARCIA ADAMS

**STATE OF FLORIDA  
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this 14 day of November, 2002, by Joel S. Islam, who is personally known to me or has produced \_\_\_\_\_ as identification.

Charlene A. Gonzalez  
Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_



Charlene A Gonzalez  
My Commission DD094831  
Expires February 24, 2006

Executed this 19<sup>th</sup> day of November, 2002.

**Property Description:**

**LOT Fourteen (14), AIRPORT INDUSTRIAL PARK : UNIT II, as per plat thereof recorded in Plat Book "T", Page 37, of the Public Records of Alachua County, Florida.**  
**Tax Parcel 08162-14-000**  
**5.23 acres**

Signed, sealed and delivered in the presence of:

**HEAT-PIPE TECHNOLOGY, INC.,**  
**a Florida Corporation,**

Sheron K. Johnson Dir  
 Witness

Print Name: SHERON K. JOHNSON

Mindy McBride  
 Witness  
 Print Name: MINDY M<sup>C</sup>BRIDE

**STATE OF FLORIDA**  
**COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2002, by Khanh Dinh, who is personally known to me or has produced \_\_\_\_\_ as identification.



**Sheron K. Johnson**  
 Commission #DD153154  
 Expires: Oct 27, 2006  
 Bonded Thru  
 Atlantic Bonding Co., Inc.

Sheron K. Johnson  
 Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

Executed this 18<sup>th</sup> day of November, 2002.

**Property Description:**

**See attached Exhibit "A"**

Signed, sealed and delivered in the presence of:

**RYDER TRUCK RENTAL, INC**  
a Florida Corporation

Kimberly Farrington  
Witness  
Print Name: Kimberly Farrington

Jim A. Boswell

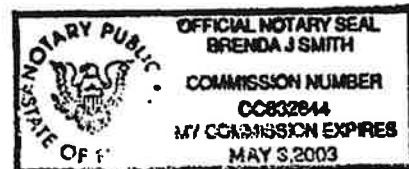
Heather Stevens  
Witness  
Print Name: Heather Stevens

**STATE OF FLORIDA**  
**COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this 18 day of November, 2002,  
by Larry Boswell, who is personally  
known to me or has produced \_\_\_\_\_ as  
identification.

Brenda J. Smith  
Notary Public, State of Florida

My Commission Expires: May 03, 2003



Executed this 18<sup>th</sup> day of December, 2002.

**Property Description:**

**LOT Twenty-Three (23), AIRPORT INDUSTRIAL PARK: UNIT III, as per plat thereof recorded in Plat Book "T", Page 88, of the Public Records of Alachua County, Florida.  
Tax Parcel 08162-23-000  
24.65 acres**

Signed, sealed and delivered in the presence of:

**NORDSTROM, INC.,  
a State of Washington Corporation,**

David L Mackie

Witness

Print Name: Pat Jones

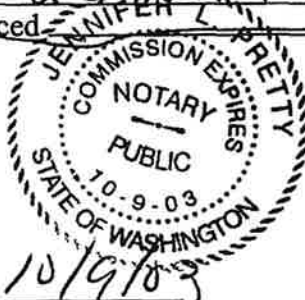
Witness

Print Name: Vickie Shimada

**STATE OF FLORIDA  
COUNTY OF ALACHUA**

\*

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2002, by DAVID L. MACKIE, who is personally known to me or has produced \_\_\_\_\_ as identification:



Jennifer L Pugh  
Notary Public, State of Florida

My Commission Expires: 10/9/03

Executed this 18 day of November, 2002.

**Property Description:**

**See attached Composite Exhibit "B"**

**Tax Parcel 08162-011-000**  
**8 acres, more or less**

Signed, sealed and delivered in the presence of:

**KENNETH O. LESTER COMPANY**  
**a Tennessee Corporation**

K. L. Roberts  
 Witness  
 Print Name: K. L. Roberts

John E. Wilson President Kenneth O. Lester d/b/a PFC

Cynthia Shivers  
 Witness  
 Print Name: Cynthia Shivers

**STATE OF FLORIDA**  
**COUNTY OF ALACHUA**

\*  
 The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2002,  
 by John E. Wilson, who is personally  
known to me or has produced \_\_\_\_\_ as  
 identification.

Dorothy A. Haltam  
 Notary Public, State of Florida  
Dorothy A. Haltam

My Commission Expires: Oct. 1, 2006

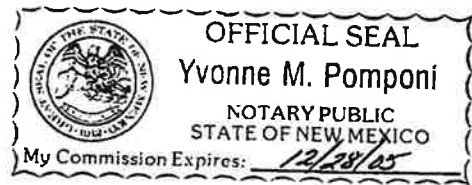


STATE OF NM  
COUNTY OF Bernalillo

The foregoing instrument was acknowledged before me this 30 day of January, 2003, by **John Lance Berrenberg** as Trustee of the Berrenberg Revocable Trust, who is personally know to me or has produced \_\_\_\_\_ as identification.

Yvonne M. Pomponi  
Notary Public, State of NM

My commission Expires: 12/28/05

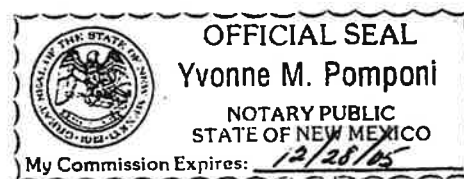


STATE OF NM  
COUNTY OF Bernalillo

The foregoing instrument was acknowledged before me this 30 day of January, 2003, by **Terri Worrell Berrenberg** as Trustee of the Berrenberg Revocable Trust, who is personally know to me or has produced \_\_\_\_\_ as identification.

Yvonne M. Pomponi  
Notary Public, State of NM

My commission Expires: 12/28/05



Executed this 30 day of January, 2003.

**Property Description:**

**Lot Seven-A (7A), AIRPORT INDUSTRIAL PARK: UNIT I, as per plat thereof recorded in Plat Book "Q", Pages 31 and 32, of the Public Records of Alachua County, Florida.**

**Tax Parcel 08162-007-001**

**3.05 acres**

Signed, sealed and delivered in the presence of:

**Berrenberg Revocable Trust**

*Yvonne M. Pomponi*  
Witness  
Print Name: YVONNE M. POMPONI

*Patricia Kiriacon*  
Witness  
Print Name: PATRICIA KIRIACON

*John Lance Berrenberg*  
John Lance Berrenberg, Trustee

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

*Terri Worrell Berrenberg*  
Terri Worrell Berrenberg, Trustee

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

A PARCEL OF LAND LOCATED IN SECTION 24, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"X4" CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 24 NORTH  $89^{\circ}18'20''$  EAST A DISTANCE OF 1986.00 FEET TO A FOUND 4"X4" CONCRETE MONUMENT MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 480.00 FEET, A DELTA OF  $37^{\circ}57'25''$ , AND A CHORD BEARING SOUTH  $03^{\circ}34'17''$  EAST 312.20 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 317.99 FEET TO A FOUND 4"X4" CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 50.00 FEET, A DELTA OF  $85^{\circ}49'40''$ , AND A CHORD BEARING SOUTH  $20^{\circ}22'16''$  WEST 68.09 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 74.90' FEET TO A FOUND 4"X4" CONCRETE MONUMENT (#3524) MARKING THE NORTH RIGHT-OF-WAY LINE OF NORTHEAST 49<sup>TH</sup> AVENUE (80 FOOT RIGHT-OF-WAY), THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH  $63^{\circ}17'06''$  EAST A DISTANCE OF 645.97 FEET TO A FOUND 4"X4" CONCRETE MONUMENT (#3524), THENCE SOUTH  $30^{\circ}06'54''$  WEST A DISTANCE OF 581.52 FEET TO A FOUND 4"X4" CONCRETE MONUMENT (#3524), THENCE NORTH  $59^{\circ}53'06''$  EAST A DISTANCE OF 425.58 TO A SET 5/8" REBAR & CAP (#3524) MARKING THE POINT OF BEGINNING, THENCE CONTINUE NORTH  $59^{\circ}53'06''$  EAST A DISTANCE OF 462.47 FEET TO A FOUND 4"x4" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF NORTHEAST 52<sup>ND</sup> DRIVE (80 FOOT RIGHT-OF-WAY), THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH  $30^{\circ}06'54''$  WEST A DISTANCE OF 186.28 FEET TO A SET 5/8" REBAR AND CAP (#3524) MARKING THE INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE NORTH LINE OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 20 EAST, THENCE ALONG SAID NORTH LINE SOUTH  $89^{\circ}18'20''$  WEST A DISTANCE OF 530.95 FEET TO A SET 5/8" REBAR AND CAP (#3524) MARKING THE INTERSECTION OF SAID NORTH LINE WITH THE WEST LINE OF LOT 21 OF THE AIRPORT INDUSTRIAL PARK, UNIT III, THENCE ALONG SAID WEST LINE SOUTH  $30^{\circ}06'54''$  EAST A DISTANCE OF 447.09 FEET TO THE POINT OF BEGINNING, CONTAINING 3.36 ACRES MORE OR LESS.





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A parcel of land located in the North one-half of Section 23, Township 9 South, Range 20 East, Alachua County, Florida, being bounded on the West by Waldo Road, bounded on the North by the North line of Section 23, bounded on the East by NE 46th Drive and bounded on the South by the North line of the Fabco Air property as per Official Record Book 647, page 409, and the Maris Distributing Company as per Official Record Book 660, page 418, containing approximately 13.3 acres.

Less a stormwater detention area to be determined by the City of Gainesville located in the Southwest corner of this parcel of approximately 3.3 acres.



## DESCRIPTION AS PREPARED BY THIS FIRM:

A PARCEL OF LAND LOCATED IN THE NORTH ONE HALF OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"x4" CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 23, S 88°59'23" W A DISTANCE OF 371.77 FEET TO A SET 5/8" REBAR AND CAP (#3524) MARKING THE EAST RIGHT-OF-WAY LINE OF N.E. 40th TERRACE (RIGHT-OF-WAY VARIES), THENCE ALONG SAID NORTH LINE OF SECTION 23, S 89°04'11" W A DISTANCE OF 78.80 FEET TO A SET 5/8" REBAR AND CAP (#3524) MARKING THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID NORTH LINE S 89°01'24" W A DISTANCE OF 731.00 FEET TO A SET 5/8" REBAR AND CAP (#3524), THENCE S 01°03'45" E A DISTANCE OF 651.34 FEET TO A SET 5/8" REBAR AND CAP (#3524), THENCE N 86°00'46" E A DISTANCE OF 6.45 FEET TO A FOUND 4"x4" CONCRETE MONUMENT, THENCE N 89°09'04" E A DISTANCE OF 41.94 FEET TO FOUND 4"x4" CONCRETE MONUMENT, THENCE N 89°31'46" E A DISTANCE OF 430.33 FEET TO A FOUND 4"x4" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF N.E. 40th TERRACE (RIGHT-OF-WAY VARIES) AND ALSO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A DELTA OF 24°21'07" A RADIUS OF 626.90 FEET AND A CHORD BEARING N 12°24'10" EAST 264.44 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 266.44 FEET TO A SET 5/8" REBAR AND CAP (#3524), THENCE N 24°34'43" E A DISTANCE OF 440.75 FEET TO THE POINT OF BEGINNING, CONTAINING 8.73 ACRES MORE OR LESS.

**Legal Description**  
**Parcel B-2**

A portion of Section 23, Township 9 South, Range 20 East, City of Gainesville, Alachua County, Florida; being more particularly described as follows:

Commence at the southeast corner of Lot 11 of Airport Industrial Park, Unit II as per plat thereof recorded in Plat Book "T", page 37 of the Public Records of Alachua County, Florida and run thence South  $24^{\circ}34'43''$  West, along the northwesterly right-of-way line of NE 40th Terrace (80' R/W), a distance of 371.84 feet to the POINT OF BEGINNING; thence continue South  $24^{\circ}34'43''$  West along said northwesterly right-of-way line, 68.91 feet to the beginning of a curve, concave southeasterly, having a radius of 626.90 feet; thence southwesterly, along said right-of-way line and along the arc of said curve, through a central angle of  $24^{\circ}21'07''$ , an arc distance of 266.44 feet, said arc being subtended by a chord having a bearing and distance of South  $12^{\circ}24'10''$  West, 264.44 feet; thence South  $89^{\circ}31'46''$  West, 430.33 feet; thence South  $89^{\circ}09'04''$  West, 41.94 feet; thence South  $86^{\circ}00'46''$  West, 6.45 feet to a point on the east boundary of a drainage right-of-way as shown on said plat of Airport Industrial Park Unit II; thence North  $01^{\circ}03'45''$  West, along said east boundary, 315.87 feet; thence North  $89^{\circ}01'24''$  East, parallel to the south boundary of said Lot 11, a distance of 570.09 feet to the POINT OF BEGINNING.

Containing 3.72 acres (162,092 square feet), more or less.