

**SECOND AMENDMENT TO OPTION CONTRACT TO PURCHASE REAL
PROPERTY
BETWEEN
ALACHUA COUNTY AND LOTUS ENTERPRISES, INC.**

This Second Amendment to Option Contract (the “**Amendment**”) is made and entered into by and between LOTUS ENTERPRISES, INC., a Florida for profit corporation, whose address is 4341 SW 13th Street, Gainesville, FL 32608 (the “**Seller**”) and ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, whose address is c/o Alachua County Public Works Department, 5620 NW 120th Lane, Gainesville, Florida 32653 (“**County**”). Collectively, the Seller and the County shall be referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the Parties have entered into that Option Contract between Alachua County and Lotus Enterprises, Inc. dated July 13, 2023 and First Amendment to Option Contract dated September 29, 2023 for fee simple title to the real property described in **Exhibit “A”** (the “**Property**”), attached hereto and incorporated hereby (the “**Contract**”); and

WHEREAS, the County is in the process of performing the due diligence inspections authorized by Paragraph 6 of the Contract; and

WHEREAS, the Parties wish to amend the Contract to extend the Option from 120 days to 130 days.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby amend the Contract, pursuant to the amendment provision in Paragraph 35 of the Contract, as follows:

1. Paragraph 3.a of the Contract is amended and replaced with the following:

- a. GRANT OF OPTION. Seller hereby grants to County the exclusive option to purchase the real property consisting of approximately 2.5 acres, more or less, and being more particularly described in **Exhibit "A"** attached hereto and expressly made a part of this Contract; together with approximately 11,835 air conditioned/heated square feet of buildings and improvements thereon, and including all furniture, furnishings, electronics, fixtures, supplies and equipment now or hereafter located in or about the real property, which are used in the operation thereof as a motel, as well as easements, rights-of-way, privileges, benefits, contract rights, development rights, together with all appurtenances, hereditaments, and riparian and littoral rights, permits, licenses or approvals associated with said real estate (collectively, the "**Property**"). The option may be exercised by no later than 5:00 p.m. on the 130th calendar day after the Effective Date, unless extended by other provisions of this Contract ("**Option Period**"). This Contract becomes legally binding upon execution by the Parties, but exercise of the option is subject to approval by the Alachua County Board of County Commissioners ("**Board**") and is thereafter effective only if the County gives written notice of exercise to Seller.

2. Except as expressly amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

EXECUTED this 17th day of October, 2023, by the Seller.

Lotus Enterprises, Inc.,
a Florida corporation

By: [Signature]
Print: Sanmukh Sakaria
Its: President

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of October, 2023 by Sanmukh Sakaria, as President of Lotus Enterprises, Inc., on behalf of the corporation, who is [☐] personally known to me or [☒] has produced Daniel Truise as identification.

(Notary Seal)



Patricia A. Green
Notary Public – State of Florida
Print Name: Patricia A. Green
Commission Number: _____
Commission Expiration Date: 4-23-27

EXECUTED this ____ day of _____, 2023, by the County Manager, on behalf of Alachua County, a charter county and political subdivision of the State of Florida, acting within her signature authority as granted by the Board of County Commissioners.

Alachua County

DocuSigned by:
Michele Lieberman 10/23/2023
By: 0E708449BE5743D
Michele Lieberman, County Manager

APPROVED AS TO FORM

DocuSigned by:
Diana Johnson 10/19/2023
9E797AC46776481
Alachua County Attorney's Office

EXHIBIT A – Legal Description of the Property

Commence at the Northeast corner of Serenola Plantation as recorded in Deed Book "L", Page 480. Of the Public Records of Alachua County, Florida; thence run South 85°30' West 85 feet to the East Right of Way of State Highway No. 329; thence run Southwesterly along said Right of Way 3°30' curve 994.2 feet to the Point of Beginning; thence run South 85°30' East 378.8 feet to the West side of old T&J Railroad Right of Way; thence run South 0°37' along said Right of Way 217.4 feet; thence run South 84°0' West 469.5 feet to the East side of State Highway Right of Way; thence run Northeasterly along said Right of Way 303.0 feet to the Point of Beginning, containing 2.5 acres more or less, all lying and being in Lot 22 of Serenola Plantation, Township 10 South, Range 20 East, Alachua County, Florida.