

PURCHASE AND SALE CONTRACT
(Sale of County Property; no title insurance)

This contract is made and entered into as of the date of the execution of the last party between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as ("Seller"), whose mailing address is 12 SE First Street, Gainesville, FL 32601, and Charles Morgan Lewis Jr., whose mailing address is 2501 NE 70th Terrace, Gainesville FL 32609 ("Buyer").

1. PROPERTY. Seller is the owner of the real property in Alachua County, Florida described as follows (the "Property"):

**South 100 Feet of North 720 Feet of West 120 Feet
of West 3-7/11 Acres of East 7-3/11 Acres of S.W. 1/4
of S.E. 1/4 Section 30, Township 9 Range 21**

Tax parcel number: 17744-007-000

Location: 2501 NE 70th Terrace, Gainesville FL 32609

2. PURCHASE PRICE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the property for a purchase price of \$14,706.86 Dollars, which is inclusive of fees and costs and is subject to adjustments, credits, and prorations as set forth in this Agreement (the "Purchase Price"). Buyer will pay the purchase price to Seller at closing in certified funds, cashier's check, or by wire transfer of funds.

3. TITLE INSURANCE. Seller is not providing Title Insurance.

4. AS IS: This sale is "AS IS". Upon closing seller does not extend or offer any warranty, and Seller makes no representation of any type, either express or implied, as to the physical condition, habitability, suitability, merchantability, fitness for particular purpose, or title of the Property (including, without limitation, the soil, water, geology or environmental condition of the Property, or the presence or absence of hazardous substances, in, on, under, or about the Property; the zoning, land use or development aspects of the Property; the income or expenses arising from or of the Property; or any other aspects of the Property). Upon closing, Seller is under no obligation to deliver possession of the property and makes no representations as to third parties that may be in possession of the property. Buyer waives any claims against Seller and, to the extent permitted by law, against any licensee involved in the negotiation of the Agreement, for any defects or other damage that may exist at closing of the Agreement, including defects in title, that are subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.

DISCLAIMER AND WAIVER REGARDING ANY MATERIALS PROVIDED BY SELLER TO BUYER: SELLER DOES NOT WARRANT OR REPRESENT THE ACCURACY OR RELIABILITY OF THE INFORMATION CONTAINED IN SUCH DOCUMENTS. BUYER RELIES ON DOCUMENTS AT THE SOLE RISK OF BUYER AND IS CAUTIONED AND ENCOURAGED TO INVESTIGATE THE INFORMATION.

5. CLOSING. The closing date for the purchase of the property shall be on or before March 15, 2024. Closing shall be an exchange wherein after Alachua County has received the payment and payment has cleared, it shall issue a County deed to buyer. All real property ad valorem

taxes and general assessments applicable to the property will be prorated between Seller and Buyer as of the closing date with Buyer paying for the date of closing.

6. CLOSING COSTS. Buyer will pay for the following costs associated with the transaction: documentary stamp taxes affixed to the deed; the cost of recording the deed; all costs associated with obtaining financing (if any); the title insurance premium for the owner's title insurance policy; Buyer's attorney's fee; all inspections; and survey. Seller will pay for the following costs associated with the transaction: Seller's attorney's fee. Buyer and Seller agree there are no broker or real estate commissions, fees, costs or business damage claims associated with this sale and purchase. All rent paid will be credited against the purchase price.

7. DEFAULT. If either party fails to comply with or perform any of the terms, covenants, or conditions to be performed under this contract, then the non-defaulting party agrees that its sole remedy shall be to accept liquidated damages in the amount of \$50 and waives all other remedies at law or equity against defaulting party.

8. MISCELLANEOUS. Buyer's rights and duties under this contract are not assignable. The provisions of this contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors, personal representatives and assigns, as may be applicable. If any litigation arises under this contract between Buyer and Seller, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in the trial court and on appeal. Each party expressly waives jury trial in all actions, proceedings, or counterclaims brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this agreement. All risk of loss of any improvements located on the Property at the time of execution of this contract shall be borne by Buyer. Venue for any legal action arising out of this contract will be in Alachua County, Florida and nowhere else.

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed as of the dates set forth below.

BUYER:

Lily Padgett

Witness

Print: Lily Padgett

Nakeya Johnson

Witness

Print: Nakeya Johnson

By: Charles Lewis

Date: 2-1-2024

STATE OF FLORIDA
COUNTY OF ALACHUA

Notarization, not jurat.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 1st day February, 2024, by Charles Lewis Jr, by means
of physical presence or online notarization, this 1st day of February, 2024.

Personally Known OR Produced Identification

Type of Identification Produced: FL DL L200-153-66-332-0



Notary Public, State of Florida

(seal)



THOMAS ALLRED
Notary Public
State of Florida
Comm# HH340312
Expires 12/12/2024

SELLER:

ALACHUA COUNTY, FLORIDA

By: _____
, Chair
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM

J. K. Irby, Clerk

Alachua County Attorney's Office

(SEAL)