

CONTRACT TO PURCHASE REAL PROPERTY

THIS CONTRACT TO PURCHASE REAL PROPERTY (the “**Contract**”) is made and entered into by and between **Ability DWV I, LLC**, a Florida limited liability company with a principal address of 3740 Beach Boulevard, Suite 304, Jacksonville, Florida 32207 (“**Seller #1**”), **Ability DWV II, LLC**, a Florida limited liability company with a principal address of 3740 Beach Boulevard, Suite 304, Jacksonville, Florida 32207 (“**Seller #2**”)(as used herein, Seller #1 and Seller #2 are collectively referred to herein as the “**Seller**”), and **Alachua County**, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is c/o Alachua County Facility Management Department, 915 SE 5th Street, Gainesville, Florida 32601 (“**County**”). Collectively, the **Seller** and the **County** shall be referred to herein as the “**Parties.**”

WITNESSETH:

WHEREAS, Seller #1 represents and warrants to the County that it owns fee simple title to that certain real property bearing Alachua County Parcel Identification No. 16107-150-000 that is more particularly described in Paragraph 3.a (the “**Parcel #1**”); and

WHEREAS, Seller #2 represents and warrants to the County that it owns fee simple title to that certain real property bearing Alachua County Parcel Identification No. 16106-129-000 that is more particularly described in Paragraph 3.b (the “**Parcel #2**”); and

WHEREAS, as part of that certain Settlement Agreement by and between the County, the Seller, and Seller’s parent company, Ability Housing, Inc. (the “**Settlement Agreement**”), the County desires to purchase Parcel #1 and Parcel #2 from Seller as provided herein; and

WHEREAS, as part of that certain Settlement Agreement, the Seller desires to sell Parcel #1 and Parcel #2 to the County as provided herein.

NOW THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration the receipt and sufficiency of is hereby acknowledged by the Parties, the Parties agree as follows:

1. **EFFECTIVE DATE; RECITALS.** This Contract shall become effective as of the day and year upon which Seller #1, Seller #2, and the County have all executed this Contract as set forth on the signature page hereof (the “**Effective Date**”). The above-

referenced recitals are true and correct and same are hereby incorporated into this Contract for all purposes.

2. **DEFINITIONS.** The capitalized terms below shall have the following meanings herein:

Closing Agent shall mean the law firm of Salter Feiber, P.A., a Florida Corporation (attention David E. Menet, Esq.) located at 3940 NW 16th Boulevard, Building B, Gainesville, Florida, 32605; Phone (352) 376-8201; email davidm@salterlaw.net. The Closing Agent is the attorney for the County notwithstanding its other duties herein and shall continue to act as attorney for the County only, and not the Seller, regarding the Contract and this transaction.

Title Commitment shall mean the written commitment of a Florida licensed title insurance company to insure and provide title insurance policies to the County. The Closing Agent shall ensure the County is the named insured for the Property.

Surveyed Acres shall mean the total number of acres of the Property excluding: (1) public rights of way; (2) railroad rights of way; (3) cemeteries; (4) lands under control or possession of anyone other than the Seller; and/or (5) lands below the ordinary high water line or mean high water line of any river, lake or stream, if any.

Survey shall mean an ATLA survey of the Property made by a Florida licensed surveyor who the County shall select from its list of approved surveyors. In addition to the ATLA survey requirements, the surveyor shall: (1) certify the Survey to the County, the Seller, the Closing Agent, and the Florida licensed title insurance company issuing the Title Commitment; (2) meet the requirements of Chapter 472, Florida Statutes; (3) provide a “metes and bounds” legal description of the Property; and (4) list the exact number of Surveyed Acres to the hundredth decimal place or as reasonably practical.

Environmental Reports shall mean any and all environmental site assessments, audits, reports, and/or correspondence relating to any potential environmental matters on any portion of the Property.

3. **PURCHASE OF PROPERTY.**

a. Parcel #1. Seller #1 represents and warrants to the County that it holds fee simple title to that certain parcel of real property bearing tax parcel ID# 16107-150-000, containing approximately 6.370 acres, as more particularly described in **Exhibit “A”** attached hereto and expressly made a part of this Contract; together with all buildings and improvements thereon, and including all fixtures and articles of personal property attached to or appurtenant to or used in connection with the Property, together with all rights, benefits, privileges, easements, hereditaments, rights-of-way and other appurtenances thereon or in any way appertaining thereto, including all mineral rights, development rights, air and water rights, riparian and littoral rights, permits, licenses or approvals associated with the real property (collectively, the **“Parcel #1”**).

b. Parcel #2. Seller #2 represents and warrants to the County that it holds fee simple title to that certain parcel of real property bearing tax parcel ID# 16106-129-000, containing approximately 6.740 acres, as more particularly described in **Exhibit “B”** attached hereto and expressly made a part of this Contract; together with all buildings and improvements thereon, and including all fixtures and articles of personal property attached to or appurtenant to or used in connection with the Property, together with all rights, benefits, privileges, easements, hereditaments, rights-of-way and other appurtenances thereon or in any way appertaining thereto, including all mineral rights, development rights, air and water rights, riparian and littoral rights, permits, licenses or approvals associated with the real property (collectively, the **“Parcel #2”**).

c. Intangible Personal Property. To the extent assignable without cost to Seller, all intangible personal property, if any, owned by Seller and related to the Property, shall be assigned by Seller to the County at Closing, including, without limitation: all warranties to which the Seller may have rights applicable to the Property or any portion thereof provided by any manufacturers, designers, and contractors providing materials or performing work on, for, or of the Property, or any portion thereof; and plans and specifications and other architectural and engineering drawings; surveys, engineering reports and other technical information relating to the Property; and any governmental permits, approvals, and licenses (including pending applications, if any)(collectively, the **“Intangible Personal Property”**). As used in the Contract, **Parcel #1**, **Parcel #2**, and the **Intangible Personal Property** together shall be referred to herein collectively as the **“Property”**.

4. **PURCHASE PRICE; DISBURSEMENT.** Seller agrees to sell and the County agrees to purchase the Property for the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00); subject to adjustments, credits, and prorations as set forth herein (the “**Purchase Price**”). The Purchase Price shall be paid by County at Closing. The Purchase Price shall be allocated as follows: \$1,152,000 for Parcel #1 and \$648,000 for Parcel #2. Seller authorizes and directs the Closing Agent to disburse all of the Seller Net Proceeds for both Parcel #1 and Parcel #2 directly to Ability Housing, Inc.

5. **DOCUMENTS AND INFORMATION SELLER SHALL PROVIDE.** The Seller shall furnish to the County, within three (3) days of the Effective Date, the following documents and information:

a. Copies of all title insurance policies, commitments, abstracts, opinions, searches and/or reports for any portion of the Property in the Seller’s possession or control.

b. Copies of all Environmental Reports in the Seller’s possession or control.

c. Copies of all surveys of any portion of the Property in the Seller’s possession or control.

d. Copies of all engineering reports which relate to the Property.

e. Copies of all leases, contracts, options, easements, licenses, mortgages, financing statements, security agreements, judgments, liens, claims of lien, tax assessment records, and all similar documents, known to the Seller, which are then in effect and may affect the title to the Property or the Seller’s ability to convey fee simple title to the Property.

f. A completed Beneficial Interest and Disclosure Affidavit for each and all Seller parties as required by §§ 286.23(1), and 380.08(2), Florida Statutes, the form of which is attached hereto as **Exhibit “C”**. Pursuant to §286.23(2), Florida Statutes, the disclosure must be made under oath, subject to the penalties prescribed for perjury.

g. The Seller’s social security or Federal Tax ID number.

h. The above requested documents in (a)-(d) above are collectively, the “**Seller Inspection Materials**”. Notwithstanding the foregoing, the term “Seller Inspection Materials” shall not include any materials that are subject to attorney-client privilege or

that constitute attorney work product. During the term of this Contract, to the extent Seller comes into possession of any new Seller Inspection Materials or any Seller Inspection Materials not previously provided to the County, Seller shall promptly notify the County of the same and deliver such Seller Inspection Materials to the County. The County shall be permitted, at the County's cost, to make copies of the Seller Inspection Materials, to the extent Seller is unable to transmit to the County electronic copies of any of the Seller Inspection Materials. The County further acknowledges and agrees that the Seller Inspection Materials will be provided to the County for informational purposes only and that the County shall not be entitled to rely thereon, but shall conduct its own independent inquiry and investigation with respect to the same. Except as otherwise provided in this Contract, neither Seller nor any person representing or acting on behalf of Seller, including without limitation any of Seller's agents or consultants, has made or shall make any representation or warranty, express or implied, written or oral, as to the reliability, accuracy or completeness of any of the Seller Inspection Materials, and none of Seller or any of its employees or agents has or shall have any liability relating to the Seller Inspection Materials or for any errors therein or omissions therefrom; provided, however, notwithstanding the same Seller hereby represents that Seller has no actual knowledge (without any obligation of investigation or inspection) that any of the Seller Inspection Materials provided or to be provided by Seller to the County are inaccurate, misleading, or incomplete. If this purchase and sale transaction does not close for any reason, then the County shall return to Seller all Seller Inspection Materials in the County's possession.

6. **DUE DILIGENCE INSPECTIONS.** The County's due diligence period starts on the Effective Date of this Contract and shall continue for a period of sixty (60) calendar days (the "**Inspection Period**"). During the Inspection Period, the County may conduct any surveys, surface and subsurface explorations, soil tests, engineering studies, environmental site assessments, and any other tests and investigations of the Property which the County may elect to make to determine whether the Property is suitable, in the County's sole and reasonable discretion, for the County's intended use and development of the Property as a public facility, including administrative offices for County staff. The County may conduct any inspections during the Inspection Period which the County deems necessary to determine to the County's satisfaction the Property's engineering, architectural, environmental properties, including but not limited to building's structural systems, mechanical systems, building envelope, and interior building components; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans;

____ Seller's Initials

____ County's Initials

compliance with all applicable building codes; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that the County deems appropriate to determine the suitability of the Property for the County's intended use and development ("**Inspections**"). The County will deliver written notice to Seller prior to the expiration of the Inspection Period of the County's determination of whether or not the Property is suitable. The County's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to the County, its agents, contractors and assigns, the right to enter the Property at any time during the Inspection Period for the purpose of conducting Inspections; provided, however, that the County, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. The County will hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by the County. The County will not engage in any activity that could result in a mechanic's lien being filed against the Property without the Seller's prior written consent. In the event this transaction does not close, (a) the County will repair all damage to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (b) the County will, at the County's expense release to the Seller all reports and other work generated as a result of the Inspections. If the County delivers notice to Seller before expiration of the Inspection Period that the Property is not suitable, the Parties agree that the Contract shall terminate automatically and the Parties shall have no further duties or obligations hereunder.

7. **EVIDENCE OF TITLE AND TITLE INSURANCE.** Within twenty (20) days after the Effective Date, the County shall obtain the Title Commitment for an ALTA Owner's Title Insurance Policy insuring the marketable record title of the Property from a recognized title insurance company doing business in the Alachua County area. The Title Commitment shall describe the Property, shall be dated later than the Effective Date of this Contract, shall be in the full amount of the Purchase Price, shall have attached legible copies of all instruments referred to therein, and shall otherwise disclose the title to the Property to be good, marketable, and insurable, subject only to the exceptions set forth in **Exhibit "D" ("Permitted Exceptions")**.

8. **SURVEY.** The County may perform and obtain the Survey during the Inspection Period. If the Survey shows that (a) any encroachments on the Property, or that improvements, if any, on the Property encroach on other lands; (b) the Property is not

contiguous to a publicly dedicated right of way; or (c) any other facts that affect the marketability of the title to the Property, then any such facts or matters so shown will constitute a Title Objection (defined below) for purposes of Paragraph 9 herein.

9. **TITLE REVIEW.**

a. The County shall have until expiration of the Inspection Period (the “**Title and Survey Review Period**”) to examine the Survey and Title Commitment and any supporting title documents, and, if the Survey, Title Commitment, or supporting title documents, reveal any encroachments, overlaps, easements, restrictions, covenants, conditions, other title defects or other matters objectionable to the County (hereinafter referred to as the “**Title Objections**”), to furnish Seller with a written statement of the County’s Title Objections (“**The County’s Title Objection Notice**”). Any matters identified in the Title Commitment or the Survey and not objected to by the County as set forth above shall be deemed to be approved by the County, provided, however, the County’s failure to provide notice of any Mandatory Cure Items (defined below) shall not be deemed a waiver, the County shall be deemed to have automatically objected to all Mandatory Cure Items, and the County shall not be required to take title subject to any Mandatory Cure Items. In all events Seller shall be required to cure all Mandatory Cure Items. As used herein, the term “**Mandatory Cure Item**” or “**Mandatory Cure Items**” means (i) any mortgage, deed to secure debt, deed of trust or similar security instrument encumbering all or any part of the Property, (ii) any mechanic’s, materialman’s or similar lien (except to the extent resulting from any act or omission of the County or any of its agents, contractors, representatives or employees), (iii) any judgment of record against Seller in the county or other applicable jurisdiction in which the Property is located; (iv) all other liens or encumbrances evidencing monetary obligations of Seller; (v) all matters affecting title which are the result of Seller’s voluntary acts occurring after the Effective Date of this Contract, to the extent not consented to by the County in writing; and (vii) any other matters that Seller has agreed to cure or satisfy or is otherwise required to cure or satisfy pursuant to the terms of this Contract.

b. If the County furnishes the County’s Title Objection Notice within the permitted time, then Seller shall have until seven (7) days after Seller’s receipt of the County’s Title Objection Notice (the “**Seller Title Response Period**”) in which to indicate to the County which of the Title Objections raised by the County that Seller will cure and those which Seller declines to cure, and if Seller does not respond in writing to the County’s Title Objection Notice within the Seller Title Response Period, then Seller shall be deemed

to have declined to cure all Title Objections set forth in the County's Title Objection Notice.

c. If Seller declines to cure any of the Title Objections set forth in the County's Title Objection Notice (excluding Mandatory Cure Items, which Seller shall be required to cure in all events), then the County may then do one of the following as the County's sole remedy: (i) accept such Title Objections set forth in the County's Title Objection Notice that Seller has declined to cure in writing (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) as a Permitted Exception, and require Seller to deliver the title to the Property at the Closing subject to such uncured Title Objections (but subject to Seller curing all Mandatory Cure Items and any Title Objections set forth in the County's Title Objection Notice that Seller has agreed to cure), with no reduction in the Purchase Price due to the same; or (ii) terminate this Contract, whereupon this Contract shall be automatically terminated, and all parties released from further obligation hereunder except for any provision herein which expressly survives termination of this Contract. The County's decision either to accept the Title Objections set forth in the County's Title Objection Notice that Seller has declined to cure in writing as a Permitted Exception or to terminate this Contract shall be made by written notice thereof from the County to Seller within the later of (A) three (3) days after the County receives written notice from Seller that Seller is declining to cure any of the Title Objections set forth in the County's Title Objection Notice, or (B) the expiration of the Inspection Period. If the County has not provided Seller with written notice of termination within the period set forth herein, any uncured Title Objections that Seller has declined to cure in writing (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) shall become part of the Permitted Exceptions, and any such objection with respect to the same shall be deemed to have been waived and the County shall be deemed to have elected option (i) above.

d. If Seller timely elects in writing to cure any of the Title Objections, or if Seller is deemed to have agreed to cure all or any of the Title Objections set forth in the County's Title Objection Notice, then Seller shall have until the Closing Date to cure the applicable Title Objections ("**Seller's Title Cure Period**"), and the County shall have the right to extend the Closing Date for a period of time determined by the County, not to exceed sixty (60) calendar days, to accommodate Seller's efforts to cure such applicable Title Objections. In all events Seller shall cure all Mandatory Cure Items, and Seller shall use good faith and due diligence to cure the Title Objections it agrees to cure. If any such Title Objections, other than those that will be cured or satisfied at Closing, remain uncured by Seller at the end of Seller's Title Cure Period, then Seller shall give the County written notice of Seller's failure to cure all the Title Objections and describe with specificity in

that notice the Title Objections which remain uncured. The County may then, in addition to any other remedy of the County hereunder, do one of the following: (i) accept the uncured Title Objections (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) as Permitted Exceptions, and require Seller to deliver the title to the Property at the Closing subject to such uncured Title Objections with no reduction in the Purchase Price in connection with the same; or (ii) terminate this Contract, whereupon this Contract shall be automatically terminated, the Deposit returned to the County and all parties released from further obligation hereunder except for any provision herein which expressly survives termination of this Contract and any rights and remedies of the County with respect to Seller defaults. The County's decision either to accept the uncured Title Objections or to terminate this Contract shall be made by written notice thereof from the County to Seller within the later of (A) three (3) days after the County receives written notice from Seller of the uncured Title Objections, or (B) the Closing Date, and the Closing Date shall be extended to accommodate the County's three (3) day response period described in Subparagraph (A) above, as applicable. If the County has not provided Seller with written notice of termination within the period set forth herein, any uncured Title Objections (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) shall be deemed to be acceptable to the County and shall become part of the Permitted Exceptions, and any objection shall be deemed to have been waived and the County shall be deemed to have elected option (i) above. Notwithstanding anything to the contrary set forth herein, if Seller fails to cure all Mandatory Cure Items and other Title Objections which are the result of Seller's voluntary acts occurring after the Effective Date of this Contract, Seller shall be in default hereunder and the County shall have all rights and remedies available to the County hereunder, at law, or in equity.

e. If, following the expiration of the Title and Survey Review Period, any new matters appear on any update to the Title Commitment or any update to the Survey that affects the Property, then the provisions of this Paragraph 9 shall apply thereto except the time period in which the County may object shall expire five (5) days after the County receives said update, and the Seller Title Response Period for the same shall expire three (3) days thereafter. In addition, if any time periods provided for in this Paragraph 9(e) extend beyond the Closing Date, then at the County's election the Closing Date shall be extended until a date which is up to five (5) days after the last applicable date. Except as may otherwise be expressly permitted under this Contract, Seller shall not permit any new encumbrances on the Property after the Effective Date without the County's prior written consent.

10. **ENVIRONMENTAL SITE ASSESSMENT.** The County’s obligation to purchase the Property is contingent on the County being able to obtain an environmental site assessment of the Property during the Inspection Period, which the County determines, in its reasonable discretion, to be satisfactory for its intended use and development of the Property. If the results of the environmental site assessment or any Environmental Reports furnished to the County by a third party consultant or the Seller reveal that any portion of the Property is contaminated or violates applicable federal, state or local laws, ordinances, codes, rules, orders or regulations relating to pollution or protection of the environment or to threatened or endangered species (collectively the “**Environmental Defects**”), the County shall provide written notice to the Seller of the Environmental Defects prior to the expiration of the Inspection Period. Should the County provide such notice, the Seller shall have 60 days after the date of said notice to correct or remove the Environmental Defects. In that event, the Closing Date shall be extended 70 days after the date of such notice (the “**Extended Closing Date**”). If the Seller is unable, after reasonable effort, to correct or remove the Environmental Defects within the 60 day time period, the County may either: (a) accept the Environmental Defects and close this transaction according to the terms of this Contract no later than the end of the Extended Closing Date, or (b) terminate this Contract by written notice to the Seller, as may be determined and elected by the County Manager without further approval by the Board, whereupon all Parties shall be relieved of all further obligations under this Contract.

11. **CASUALTY LOSS.** In the event any portion of the improvements located on the Property is damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to closing, to an extent greater than Twenty Thousand and No/100 Dollars (\$20,000.00) in value, then the County, as determined by the County Manager, may either: (a) accept such loss and close this transaction according to the terms of this Contract; or (b) terminate this Contract by written notice to the Seller, whereupon all Parties shall be relieved of all further obligations under this Contract. Provided, however, if the County proceeds to closing, the Seller shall be obligated to repair all damage to the improvements to the extent covered by insurance, regardless of the amount of such damage or, at the option of the County, Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the County.

12. **CLOSING DATE; APPROVALS.** This transaction shall be closed at a date and time mutually agreed upon by the Parties no later than Thirty (30) days after the expiration of the Inspection Period (the “**Closing Date**”), as may be extended as provided herein, at or through the offices of the Closing Agent, unless otherwise provided for herein or agreed

to by the Parties in writing. The County Manager has the authority to agree, on behalf of the County, to terminate this Contract, or to extend the Inspection Period, Cure Period, or the Closing Date, without further approval by the Board.

13. **EXPENSES.** The Parties shall pay closing costs and expenses as follows:

SELLER:

- Documentary stamp tax on the deed of conveyance;
- Preparation of all closing documents necessary to cure title defects; which are not Permitted Exceptions (if any);
- Past due taxes (if any);
- Seller's attorney's fees; and
- Seller's brokerage fees (if any)

COUNTY:

- Environmental site assessment costs;
- Survey;
- Owners Title Insurance Policy for the County (including all related search and abstract fees);
- Closing Agent fees (including the preparation of all closing documents, except those that are necessary to cure title defects and are thus Seller's responsibility);
- Recording costs; and
- County's attorney's fees.

14. **AD VALOREM TAXES AND ASSESSMENTS ON THE PROPERTY.**

a. For the year of closing, the Seller shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the Property, to discharge the lien of such ad valorem taxes and assessments. The Seller may take advantage of all legal procedures for discharging such lien by paying an estimated, prorated amount into escrow with the applicable tax collector(s) as provided by Section 196.295, Florida Statutes, Rule 12D-13.016, Florida Administrative Code and other applicable provisions of law.

b. For all years prior to the year of closing, the Seller shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the Property, to discharge any and all liens of such ad valorem taxes and assessments.

15. **ASSESSMENTS AND FEES.** The Seller shall fully pay the following at or prior to closing: all unpaid public assessments for street, sidewalk or other improvements, if any; city or county garbage disposal fees, incineration fees, fire service fees, and the like; impact fees payable with respect to the Property; and any other fees or payments due to any governmental authority with respect to the Property.

16. **CLOSING DOCUMENTS:** The County's Facilities Management Director is hereby delegated the authority to execute all closing documents on behalf of the County that are necessary to close this transaction, including but not limited to the HUD-1 Settlement Statement. Except as specifically provided below, the Seller shall deliver or provide the Closing Agent with information necessary to produce the following documents at or prior to closing:

a. An Affidavit of Non-Foreign Status, Notice of Non-Recognition, or Withholding Certificate to establish compliance with the Foreign Investment and Real Property Tax Act of 1980 "FIRPTA". Any such documents executed and delivered by the Seller must comply with the provisions of FIRPTA and any regulations or rules promulgated thereunder. If the Closing Agent or the County has actual knowledge or has received notice that the information contained or representations made in such document(s) is false, or if the document(s) does not otherwise comply with FIRPTA, then the Closing Agent shall withhold 10% - 15% of the amount realized by the Seller and shall remit such amount to the IRS at closing along with the properly completed remittance form.

b. Seller shall furnish a Seller's affidavit, in form acceptable to the Closing Agent, the title insurance company, and the County, sufficient to remove standard printed exceptions to title in the Owner's Title Insurance Policy regarding (i) rights or claims of parties in possession; and (ii) mechanic's liens.

c. An environmental affidavit affirming the Seller's representations and warranties listed in Paragraph 22.

d. IRS 1099 Form, if required.

e. Incumbency Certificate, Resolution and Affidavit, in form acceptable to the Closing Agent, from the Seller if the Seller is not a natural person.

f. Seller shall deliver satisfaction(s), release(s) or estoppel letters from lenders and others holding mortgages or liens on the Property.

g. Seller shall deliver an assignment of all of Seller's rights, title and interest in all development rights, permits, licenses, benefits, consents, or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information.

h. As may be required by the Title Commitment, Seller shall deliver (i) documents, instruments, or other writings executed, drafted, or issued by the City wherein the City does or otherwise confirms it release(s), quit claim(s), renounce(s), or quiet(s) any and all right, title, or interest in the Property; or (ii) such other documentation as maybe needed by the Closing Agent or title insurance company to issue the Owner's Title Insurance Policy without exception for any and all right, title, or interest of the City in and to the Property.

i. Any other documents or information the Closing Agent reasonably requests or requires to complete the transaction.

17. **CONVEYANCE.** At closing, the Seller shall convey fee simple title of the Property to the County by special warranty deed, free and clear of all liens and encumbrances except for the Permitted Exceptions and those matters expressly allowed for herein or otherwise agreed to by the Parties in writing. The Board authorizes the County Manager to accept liens and encumbrances related to the Property without requiring further approval of the Board. The deeds of conveyance shall: (1) utilize the "metes and bounds" legal descriptions of the Property; and (2) meet the standards of the Closing Agent and the County as to form. Exclusive possession of the Property shall pass to the County at the time of closing.

18. **TIME IS OF THE ESSENCE.** In all matters relating to this Contract, **TIME IS OF THE ESSENCE.**

19. **NO ALTERATIONS PRIOR TO CLOSING.** After the Effective Date, the Seller will not, without prior written consent from the County, (i) execute or enter into any lease, contract, option, easement, license, mortgage, financing statement, security agreement, or similar document concerning or affecting the Property, or (ii) alter the Property.

20. **GENERAL CONDITIONS TO OBLIGATIONS OF THE COUNTY.** The obligations of the County are, at the option of the County, contingent upon these conditions:

a. The representations and warranties made by Seller herein shall be correct statements of fact as said facts exist as of the Closing Date, and at all times between the Effective Date and the Closing Date.

b. All terms, covenants, agreements and provisions of this Contract to be complied with and performed by the Seller on or before the Closing Date shall have been duly complied with or performed.

21. **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER.** The Seller hereby represents, warrants, and covenants to and with the County as follows:

a. To the best of Seller's knowledge and belief, except for those matters that will be discharged at closing, the Seller, and only the Seller, holds fee simple title to the Property and neither the Seller nor any other party has a common law or statutory way of necessity over or across the Property pursuant to §704.01, Florida Statutes.

b. From and after the Effective Date, Seller shall not enter into any contracts, agreements, encumbrances, liens, or other documents or instruments for or regarding the sale, transfer, disposition, assignment, conveyance, encumbrance, lien, pledge, of any Property, or any part thereof or any interest therein, or which may result in any lien or encumbrance with regard to the Property, or any part thereof, or an interest therein, without the prior written consent of the County.

c. The person executing this Contract on behalf of the Seller is fully and duly authorized to do so by Seller, and any and all actions required to make this Contract and the performance thereof legally binding obligations of Seller, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for Seller to enter into or perform this transaction.

d. Seller has paid (or covenants that it will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property, subject to the proration therein provided.

e. To the best of Seller's knowledge and belief, except for the liens, encumbrances, or charges against the Property specifically disclosed in this Contract, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or charges, which could adversely affect title to the Property after the Effective Date or the Closing Date, and Seller has no knowledge of any matters pending that could result in a lien against the Property, or in any way substantially adversely affect title to the Property.

f. From and after the Effective Date Seller will not cause, permit, suffer, or allow any change, modification or alternation to be made to the Property, or any part or portion thereof, or its physical condition without the prior written consent of County.

g. There are no leases of the Property, or any portion thereof.

h. Seller represents that during its ownership the Property has never been used for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials, and no such toxic or hazardous waste or materials are present on, in, or under the Property. As used herein "hazardous or toxic wastes or materials" shall mean and refer to any substance or matter giving rise to liability or regulations under any federal, state, or local law, statute, regulation, rule or ordinance.

i. To the best of the Seller's actual information and belief, no party has ever used the Property as a dump, landfill or garbage disposal site.

j. To the best of the Seller's actual information and belief, the Property presently complies with all applicable environmental laws, rules and regulations.

k. The Seller is unaware of any previous violations of applicable environmental laws, rules and regulations regarding the Property.

l. The Seller has not received notice from any government agency that the Property violates any federal, state or local laws, ordinances, codes, rules, orders or regulations or that any remedial action is required on the Property.

m. The Seller is not aware that there are any endangered species (as defined by state or federal law) on the Property.

n. The Seller is not a “foreign person” as that term is defined in 26 U.S.C.A. §1445(f)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including but not limited to 26 U.S.C.A. §1445.

o. Upon closing, sole and exclusive possession of the Property shall transfer to the County.

p. Except for the matters concerning the Settlement Agreement, there are no actions, suits or proceedings of any kind or nature whatsoever legal or equitable, actual or threatened, affecting the Property, or any portion thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any Federal, state, county or municipal department, commission, board, bureau, or agency or other government instrumentality.

q. No person, firm or other legal entity other than the County has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

r. The execution and delivery of this Contract and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

s. Except as stated in Paragraph 5 above, no representation, warranty or covenant in this Contract, nor any document, certificate or exhibit given or delivered to County pursuant to this Contract, when read singularly or together as a whole, contains any untrue statement of a material fact, or omits a material fact necessary to make the statements contained therein true in the light of the circumstances under which they were made, to the best of Seller’s knowledge.

t. Seller is not subject to any bankruptcy proceeding, assignment for benefit of creditors, receivership or similar proceedings and that the conveyance of the Property as set out herein will not result in the Seller becoming bankrupt or insolvent.

22. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. County hereby represents and warrants to Seller as follows:

a. No consent to the transaction contemplated by this Contract by any person or entity other than County is required.

b. No representation, warranty or covenant in this Contract, nor any document, certificate or exhibits given or delivered to Seller pursuant to this Contract, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact necessary to make the statement contained therein true in light of the circumstances under which they were made.

23. **CONTINUING REPRESENTATION AND WARRANTIES.** The representations and warranties of the Parties contained herein shall be continuing up to and including the Closing Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing, and shall survive the closing of this transaction and remain in effect and enforceable by the Parties for a period of two (2) years after the closing of this transaction.

24. **EMINENT DOMAIN.** The Seller has no knowledge of any threatened or pending eminent domain proceedings affecting the Property. In the event eminent domain proceedings are pending (without Seller's knowledge) or instituted after the Effective Date, to acquire all or any part of Property, the Parties agree that:

a. The Seller shall, upon discovery, immediately notify the County of such threatened or pending eminent domain proceedings and provide to the County copies of all written correspondences, pleadings or other papers concerning the eminent domain proceeding as the Seller receives them.

b. The County may either: (i) terminate the Contract by written notice to the Seller, whereupon the Parties shall be relieved of all further obligations under the Contract; or (ii) the County may elect to keep the Contract in full force and effect and assume sole control and direction (including settlement authority) of the eminent domain proceedings. The County shall receive the eminent domain award and the Purchase Price shall remain as defined above. The Seller shall execute all assignments or documents as are necessary to accomplish the same.

25. **REAL ESTATE COMMISSIONS.** Each party represents, covenants, and warrants to the other that there are no real estate brokers or any third parties entitled to

receive any compensation or payment in connection with the sale and purchase of the Property.

26. **AUTHORITY.** Each party hereby represents and warrants to the other party, which representations and warranties shall be true and shall be deemed to be restated at the closing:

a. Each party has full authority to bind itself to the obligations stated herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

b. The execution and delivery of this Contract and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

27. **FURTHER ASSURANCES.** The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Contract.

28. **NOTICES.** Any notice, demand, request, or other communication required or permitted by this Contract or by law shall be in writing and delivered by one of the following methods: (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express) to the following addresses:

Seller:

Shannon L. Nazworth
3740 Beach Boulevard
Suite 304
Jacksonville, Florida 32207

County:

County Manager
12 SE 1st Street
2nd Floor

Gainesville, Florida 32602-2877

With a copy to:

Sylvia Torres, County Attorney
Alachua County Attorney's Office
12 SE 1st Street
2nd Floor
Gainesville, Florida 32601

To change or update any of the addresses above, the notifying party shall provide notice of the change in writing to the other party using the methods set out above. The date of notice shall be the date the notifying party sends notice to the receiving party. If the notifying party delivers personal notice to the receiving party, the receiving party shall have received notice upon receipt thereof.

29. DEFAULT.

a. If the County fails to consummate the purchase of the Property in accordance with the terms of this Contract for any reason other than Seller's default or the County's termination of this Contract as allowed herein, Seller's sole remedy against the County shall be to declare void the Settlement Agreement between the Parties.

b. In the event Seller breaches its covenant to convey the Property to the County or otherwise fails to perform its obligations under this Contract, for any reason except for the County's default, the County shall be entitled (a) to pursue specific performance against the Seller, provided that the County shall continue to fully perform under the Settlement Agreement, or (b) pursue enforcement of the Settlement Agreement.

30. TERMINATION. If this Contract is terminated by either party as allowed herein, all Parties shall be released from any further obligation under this Contract and the Settlement Agreement shall be deemed null and void.

31. ASSIGNMENT. This Contract may not be assigned by either party without the written consent of the other party.

32. **PERSONS BOUND.** This Contract shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, and permitted assigns.

33. **ESCROW.** Any Closing Agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse same in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse performance by the County and may be treated as a default by the County at the option of the Seller. In the event of doubt as to the Closing Agent's duties or liabilities under the provisions of this Contract, the Closing Agent may, in agent's sole discretion, continue to hold the funds in escrow until the Parties mutually agree to the disbursement thereof, or until a judgment or a court of competent jurisdiction shall determine the rights of the Parties thereto, or Closing Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute, and upon notifying all Parties concerned of such action, all liability on the part of the escrow agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit between County and Seller wherein the Closing Agent is made a party by virtue of acting as an escrow agent hereunder, or in the event of any suit wherein Closing Agent interpleads the subject matter of this escrow, the agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All Parties agree that the Closing Agent shall not be liable to any party or person whomsoever for misdelivery to County or Seller of items subject to escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the Closing Agent.

34. **ENTIRE AGREEMENT.** This Contract contains all of the agreements, representations and warranties of the Parties hereto with respect to the Property, and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Contract, which alone fully and completely expresses the agreements and understandings of the Parties hereto. This Contract may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all Parties. County Manager may extend any of the dates herein if so requested by the Seller.

35. **APPLICABLE LAW; VENUE.** This Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.
36. **WAIVER OF RIGHT TO TRIAL BY JURY.** Each party waives its rights to demand trial by jury.
37. **SOVEREIGN IMMUNITY.** The County fully retains all sovereign immunity protections afforded to it as a charter county and a political subdivision of the State of Florida. Except for its contractual obligations under this Contract and the related Settlement Agreement, the County waives nothing by entering into this Contract. All claims against the County that are permissible pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes.
38. **SEVERABILITY.** In the event any portion of this Contract is found to be unenforceable, the remainder of this Contract shall remain in full force and effect if the deletion of such portion shall neither affect the overall intent of this Contract, nor materially impair the benefits negotiated by each party hereunder.
39. **CONSTRUCTION.** The provisions of this Contract have been carefully and fully negotiated between the Parties, each of which has relatively equal bargaining power. The terms of this Contract are to be construed in accordance with their fair meaning and intent and are not to be construed against either party merely because such party or its counsel drafted this Contract. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be automatically extended to the next day which is not a Saturday, Sunday or legal holiday and the County is open for regular business.
40. **NO RECORDING OF CONTRACT.** The Parties agree that neither the County nor the Seller shall cause this Contract to be recorded in any public records relating to the Property.
41. **COUNTERPARTS.** This Contract may be executed by the Parties hereto individually or in combination, in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same contract. This Contract may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery.

42. **HEADINGS.** The captions and headings contained in this Contract are for reference purposes only, and shall not in any way affect the meaning or interpretation hereof.
43. **WAIVER.** No provision of this Contract or any rights hereunder may be waived unless such waiver is in writing and is signed by the party waiving such provision or right. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Contract, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law or in the provisions of this Contract shall not exclude other remedies unless they are expressly excluded.
44. **SURVIVAL OF REPRESENTATION AND WARRANTIES.** The respective representations, warranties, covenants, and agreements of Seller and County contained in this Contract shall be true as of the date of closing this transaction, shall survive the closing of this transaction and remain in effect and enforceable by the Parties for a period of two (2) years after the closing of this transaction.

[Signature pages follow]

EXECUTED this _____ day of _____, 2023, by the Seller #1, **ABILITY DWV I, LLC**, a Florida limited liability company.

SELLER #1:

Signed, sealed and delivered
in the presence of:

ABILITY DWV I, LLC
a Florida limited liability company

Witness No 1 Signature

By: **Ability DWV I MSM, LLC**
a Florida limited liability company
its Manager and Sole Member

Witness No 1 Print Name

By: **Ability Housing, Inc.**,
a Florida not-for-profit corporation
its Manager

Witness No 2 Signature

By: _____
Shannon L. Nazworth, President

Witness No 2 Print Name

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on _____ by SHANNON L. NAZWORTH as President of Ability Housing, Inc., a Florida not-for-profit corporation, as Manager of Ability DWV I MSM, LLC, a Florida limited liability company, as Manager of Ability DWV I, LLC, a Florida limited liability company, on behalf of the said companies. Said person is [] personally known to me or [] produced _____ as identification.
(type of identification)

Notary Public – State of Florida

Print Name: _____

Commission Number: _____

Commission Expiration Date: _____

EXECUTED this _____ day of _____, 2023, by the Seller #2, **ABILITY DWV II, LLC**, a Florida limited liability company.

SELLER #2:

Signed, sealed and delivered
in the presence of:

ABILITY DWV II, LLC
a Florida limited liability company

Witness No 1 Signature

By: **Ability DWV II MSM, LLC**
a Florida limited liability company
its Manager and Sole Member

Witness No 1 Print Name

Witness No 2 Signature

By: **Ability Housing, Inc.**,
a Florida not-for-profit corporation
its Manager

Witness No 2 Print Name

By: _____
Shannon L. Nazworth, President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on _____ by SHANNON L. NAZWORTH as President of Ability Housing, Inc., a Florida not-for-profit corporation, as Manager of Ability DWV II MSM, LLC, a Florida limited liability company, as Manager of Ability DWV II, LLC, a Florida limited liability company, on behalf of the said companies. Said person is [] personally known to me or [] produced _____ as identification.
(type of identification)

Notary Public – State of Florida

Print Name: _____

Commission Number: _____

Commission Expiration Date: _____

EXECUTED this ____ day of _____, 2023, by the Chair of the Alachua County Board of County Commissioners, 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.

**BOARD OF COUNTY COMMISSIONERS,
ALACHUA COUNTY, FLORIDA**

ATTEST:

By: _____
Anna Prizzia, Chair

J.K. "Jess" Irby, Esq.

APPROVED AS TO FORM

Alachua County Attorney's Office

EXHIBIT LIST

- Exhibit A – Legal Description of Parcel #1**
- Exhibit B – Legal Description of Parcel #2**
- Exhibit C - Beneficial Interest and Disclosure Affidavit Form**
- Exhibit D – Permitted Exceptions**

EXHIBIT A – Legal Description of Parcel #1

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION TEN (10), TOWNSHIP TEN (10) SOUTH, RANGE TWENTY (20) EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION TEN (10), TOWNSHIP TEN (10) SOUTH, RANGE TWENTY (20) EAST, AND RUN SOUTH 89°51'23" EAST ALONG THE NORTH LINE OF SAID SECTION TEN (10), 30.00 FEET; THENCE RUN SOUTH 00°15'07" WEST, 50.00 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SE 15TH STREET AND THE SOUTHERLY RIGHT OF WAY LINE OF SE 8TH AVENUE AND THE POINT OF BEGINNING; THENCE RUN SOUTH 89°51'23" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID SE 8TH AVENUE, 400.00 FEET; THENCE RUN SOUTH 00°15'07" WEST, 730.80 FEET; THENCE RUN NORTH 89°45'53" WEST, 400.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID SE 15TH STREET; THENCE RUN NORTH 00°15'07" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID SE 15TH STREET, 730.05 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE WEST 20 FEET THEREOF.

TAX PARCEL NUMBER 16108-150-000

EXHIBIT B – Legal Description of Parcel #2

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 20 EAST; THENCE RUN SOUTH 0 DEG 28 MIN 40 SEC WEST ALONG THE WEST LINE OF SAID SECTION 780 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEG 32 MIN 20 SEC EAST 990 FEET; THENCE RUN SOUTH 0 DEG 28 MIN 40 SEC WEST 660 FEET; THENCE RUN NORTH 89 DEG 32 MIN 20 SEC WEST 990 FEET; THENCE RUN NORTH 0 DEG 28 MIN 40 SEC EAST 660 FEET TO THE POINT OF BEGINNING. ALL BEING AND LYING IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT RIGHT OF WAY OF SOUTHEAST 15TH STREET; ALSO LESS AND EXCEPT:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 10 SOUTH RANGE 20 EAST AND RUN SOUTH 00 DEG 28 MIN 40 SEC WEST, ALONG THE WEST LINE OF SAID SECTION 10, 780.00 FEET; THENCE RUN SOUTH 89 DEG 32 MIN 20 SEC EAST 30.00 FEET TO THE EAST RIGHT OF WAY LINE OF S.E. 15 STREET; THENCE RUN SOUTH 00 DEG 28 MIN 40 SEC WEST, ALONG THE EAST RIGHT OF WAY LINE OF SAID S.E. 15TH STREET, 330.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEG 32 MIN 20 SEC EAST, 889.97 FEET; THENCE RUN NORTH 00 DEG 28 MIN 40 SEC EAST, 330.00 FEET; THENCE RUN SOUTH 89 DEG 32 MIN 20 SEC EAST, 70.03 FEET; THENCE RUN SOUTH 00 DEG 28 MIN 40 SEC WEST, 660.00 FEET TO A POINT ON THE NORTH LINE OF "LINCOLN ESTATES" A SUBDIVISION AS RECORDED IN PLAT BOOK "F", PAGE 19 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN NORTH 89 DEG 32 MIN 20 SEC WEST, ALONG THE NORTH LINE OF SAID "LINCOLN ESTATES," 943.55 FEET TO THE EAST RIGHT OF WAY LINE OF SAID S.E. 15TH STREET; THENCE RUN NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF SAID S.E. 15TH STREET WITH THE FOLLOWING COURSES AND DISTANCES; NORTH 00 DEG 09 MIN 38 SEC WEST, 101.04 FEET; NORTH 20 DEG 05 MIN 37 SEC WEST, 43.60 FEET; NORTH 00 DEG 28 MIN 40 SEC EAST, 188.15 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NUMBER 16106-129-000

EXHIBIT C – Beneficial Interest and Disclosure Affidavit Form

This instrument prepared by:
David E. Menet, Esq.
Salter Feiber, P.A.
3940 NW 16th Blvd., Bldg. B
Gainesville, Florida 32605
352-376-8201

AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ who was sworn and makes the following statements:

1. Affiant has personal knowledge of the facts contained herein.

2. Affiant makes this affidavit concerning the following described property (the **“Property”**) located in Alachua County, Florida which is being sold and conveyed to ALACHUA COUNTY, FLORIDA, a political subdivision of the state of Florida:

See **Exhibit “A”** attached hereto.

3. The Property is owned by _____ (the **“Owner”**).
Affiant is an Authorized Person of _____.

4. I make this affidavit pursuant to the entity disclosure requirements listed in §286.23, Florida Statutes concerning real property being conveyed to a public agency.

5. The following are the names and addresses of all parties having any beneficial interest in the Owner:

- a. _____, whose address is _____.
- b. _____, whose address is _____.
- c. _____, whose address is _____.
- d. _____, whose address is _____.
- e. _____, whose address is _____.
- f. _____, whose address is _____.

Further Affiant Sayeth Naught.

DATED: _____

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me on
_____, by _____
who is personally known to me or who has produced _____ as
identification.

Sign: _____

{S E A L}

Print: _____

EXHIBIT D – Permitted Exceptions

1. None.