### PURCHASE AGREEMENT FOR PROPERTY

PW Project:	Sheriff's Department
County:	Alachua
Parcel No.:	16092-001-000
Interest Conveyed:	Fee Simple

### WITNESSETH

For and in consideration of mutual covenants and conditions herein contained, and good and valuable consideration, the receipt and sufficiency of is hereby acknowledged by the Parties, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the following described property in fee simple by General Warranty Deed, free and clear of all liens and encumbrances, and including all buildings and improvements thereon and right associated with, upon the following terms and conditions:

I. **DESCRIPTION:** Real estate or interest therein, located in Gainesville, Alachua County, Florida, identified below as Tax Parcel No. 16092-001-000, described as follows:

Commence at the NE corner of the SE ¼ of the NE ¼ of Section 10, Township 10 South, Range 20 East, and thence run West 560 feet to the Point of Beginning; thence run West 100 feet; thence South 132 feet; thence East 100 feet; thence North 132 feet to the Point of Beginning, all lying and being situate in Alachua County, Florida (herein referred to as the "Property").

## II. PURCHASE PRICE:

- **A.** The Parties agree that the amount to be paid by Buyer to Seller at closing is: Eight Thousand and 00/100 Dollars, (\$8,000.00), subject to adjustments, credits, and prorations as set forth in this Agreement (the "Purchase Price").
- **B.** Escrow Agent: All proceeds listed under Section II of this Agreement shall be paid to the Salter Feiber Trust Account, and forward same c/o attorney David Menet, who shall be responsible for receipt and final disbursement of these funds, as the escrow agent. Seller is responsible for any required federal or state taxing forms, including Form 1099-S for the Seller.

# III. CONDITIONS AND LIMITATIONS:

A. Seller is responsible for all taxes due and owing on the Property as of the date of closing. Seller agrees that all current taxes for the year in which this Agreement is made on the Property acquired shall be prorated and that any prorated taxes will be deducted from the Purchase Price. Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property, in accordance with

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Section 196.295, Florida Statutes. Prior to closing, Seller shall pay any and all unpaid assessments or other fees and payments due to any governmental authority with respect to the Property.

- **B.** Seller is responsible for delivering unencumbered title to Buyer at closing. Seller shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the Seller. The terms of this sub-section shall <u>survive</u> the closing.
  - 1. Seller shall deliver satisfaction(s), release(s) or estoppel letters from lenders and others holding mortgages or liens on the Property. Seller represents that the Property has the following (Check any that apply and include additional information where necessary):

X	_No mortgages currently encumbering the Property.
	Mortgage encumbering the Property with:
	Bank Name:
	Loan Number
	Bank Phone Number

- 2. The Seller states that the Property is not homesteaded property.
- **C.** Possession of the Property shall pass to the Buyer at the time of closing. Any extension of occupancy of the Property beyond the date of closing must be authorized by the Buyer in writing. All property, whether real or personal, included in this Agreement shall be delivered to Buyer in the same condition existing as of the effective date of this Agreement, less any reasonable wear and tear.
- **D.** Buyer and Seller agree there are no broker or real estate commissions, fees, costs or business damage claims associated with this sale and purchase.
- **E.** Seller represents and warrants there are no tenants, lessees, or other occupants residing in or located on the Property, and there is no other party that may have an interest in the Property that is not shown or reflected in the Public Records.
- **F.** In the event the Buyer determines that the Property cannot at the discretion of the Buyer be used for the Buyer's intended purpose; or is no longer desired for a county purpose; then the Buyer shall have the option to terminate this Agreement with ten (10) days written notice to the Seller. The County Manager may terminate this Agreement, or extend the Closing Date, on behalf of the Buyer without further approval by the Board of the County Commissioners ("Board"). Upon termination, each Party shall be released from further obligations under this Agreement.
- **G.** This Agreement is effective upon the date both Parties execute it, and it may be executed electronically and in counterparts. This Agreement shall not be assigned by either Party. This Agreement is governed by Florida law and by entering into this Agreement, the Buyer does not waive its sovereign immunity protections (F.S. §768.28).

#### IV. CLOSING:

A. The Closing Agent shall be Salter Feiber, Attorneys at Law, located at 3940 NW 16th Blvd., Bldg. G, Gainesville, FL 32605. Closing shall take place in escrow according to the general provisions of escrow closing then in use by Closing Agent within sixty (60) days after the date the last party executes this Agreement (the "Closing Date"). The Closing Date may be modified by the mutual consent of the Parties. Closing shall be held at the offices of the Closing Agent or such other place as may be agreed to by the Parties. The Closing Agent's charges for such escrow closing shall be paid by the Buyer. The cost of any transfer taxes, transfer tax stamps, or any other excise or other taxes or fees levied in connection with the sale, purchase, or transfer of title to the Property shall be borne by the non-

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exempt party in accordance with Chapter 201, Florida Statutes. The Parties agree that closing costs and expenses will be paid as follows:

- Seller: Documentary Stamp Tax on Deed; Preparation of any document necessary to cure title defect
- Buyer/County: Survey; Environmental Site Assessment; Title Insurance Policy and Title Search
   Fees; Closing Agent Fees; Cost of Recording Deed
- **B.** The Alachua County Manager and the Alachua County Public Works Director are hereby delegated the authority to execute all closing documents on behalf of the Buyer that are necessary to close this transaction, including but not limited to the HUD-1 Settlement Statement. The Board authorizes the Alachua County Manager to accept liens and encumbrances related to the Property without requiring further approval of the Board.
- C. On the Closing Date, the Seller shall deliver to the Buyer:
  - 1. Duly executed instrument(s) of conveyance, as described herein for the Property;
  - 2. Possession of the Property;
  - 3. Duly executed affidavit of Seller stating under penalty of perjury the Seller's U.S. Taxpayer Identification Number, and that the Seller is not a "foreign person" within the meaning of the Internal Revenue Code for the purposes of substantiating exemption from the withholding provisions of the Tax Reform Act of 1984. Seller acknowledges that Seller's failure to furnish such affidavit shall require Buyer to withhold from the Purchase Price an amount required by the Code and such withheld amount shall be deemed to be a portion of the Purchase Price paid to Seller;
  - **4.** Instruments in form and substance satisfactory to the Buyer and the Closing Agent evidencing the status, capacity and authority of Seller their representatives to consummate the transaction contemplated by this Agreement;
  - 5. Duly executed affidavit of Seller, in a form acceptable to the Closing Agent and the Buyer, stating that (i) there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, (ii) to best of Seller's knowledge the Property has not been used as a dump or landfill and complies with environmental law and regulations, (iii) there are no mechanics', materialmen's, or laborers' liens against the Property and (iv) there are no violations of federal, state, or county ordinances, rules, laws, orders, regulations, or permits pertaining to the Property;
  - **6.** Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement, attached as Exhibit "A", as required by Section 286.23 and Section 380.08(2), Florida Statutes. Should there be any change in the disclosures made in the affidavit prior to closing, Seller shall immediately submit an updated affidavit; and
  - **7.** Any other documents or information the Closing Agent reasonably requests or requires to complete the transaction or is required due to applicable awarded state or federal grant funding.
- **D.** The Buyer may, at is sole option and expense, perform inspections of the Property at any time prior to closing.

IN WITNESS WHEREOF, the SELLER and the BUYER have caused this Purchase Agreement to be executed in their respective name(s) on the date listed below. SELLER: Joseph W. Little, as Co-Trustee Date Lucille A. Little as Co-Trustee Date Dianne Junior **BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA BUYER:** By:\_\_\_\_\_ Mary C. Alford, Chair Board of County Commissioners Date: \_\_\_\_\_ ATTEST: APPROVED AS TO FORM Alachua County Attorney's Office(SEAL) J.K. "Jess" Irby, Esq., Clerk

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\_\_\_\_ Seller's Initials \_\_\_\_ County's Initials

### EXHIBIT A - Beneficial Interest Affidavit and Disclosure Form

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

### AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF Florida
COUNTY OF Alachua

Before me, the undersigned authority, personally appeared Joseph W. Little, whose address is 3731 NW 13<sup>th</sup> Place, Gainesville, FL 32605, 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: Tax Parcel # 16092-001-000

Commence at the NE corner of the SE ¼ of the NE ¼ of Section 10, Township 10 South, Range 20 East, and thence run West 560 feet to the Point of Beginning; thence run West 100 feet; thence South 132 feet; thence East 100 feet; thence North 132 feet to the Point of Beginning, all lying and being situate in Alachua County, Florida

- 3. A ½ interest in the Property is owned of record by Joseph W. Little and Lucille A. Little, as Co-Trustees of the Little Family Trust dated September 13, 2016, (the "**Trust**"). Affiant is authorized to make this affidavit on behalf of the Little Family Trust dated September 13, 2016.
- 4. This affidavit is made pursuant to the entity disclosure requirements listed in §286.23, Florida Statues 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 Trust:

b.	Joseph W. LITTLE Lucille A hittle Dia une Jenier	,,,	, whose address is $\frac{3731NW}{13^{th}}$ Place, whose address is $\frac{3731NW}{56^{th}}$ $\frac{13^{th}}{13^{th}}$ Place $\frac{3240}{13^{th}}$ whose address is $\frac{3614NW}{13^{th}}$ $\frac{52^{th}}{13^{th}}$ Ave Gawes, whose address is	32605 Me 3265
е.			, whose address is	

Further, affiant sayeth naught.

DATED: April 23, 2024

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SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me by means of physical presence or online notarization on the 23<sup>rd</sup> day of April, 2024 by Joseph W. Little who is personally known to me or who has produced as identification.

Notary Public State of Florida
Mary Jane Tyrie

Notary Public State of Florida
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Notary Public State of Florida
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Notary Public State of Florida Mary Jane Tyrie My Commission HH 448551 Expires 9/27/2027