

**PURCHASE AGREEMENT
FOR PROPERTY**

PW Project:	Hills of Santa Fe Drainage
County:	Alachua
Parcel No.:	06236-002-000
Interest Conveyed:	Fee Simple

THIS PURCHASE AGREEMENT ("Agreement") is made on this 18 day of April, 2024, by LUISA M. PENA and MAURICIO A. PENA, hereinafter called the "Seller" whose address for notices is 10002 NW 25th Place, Gainesville, FL 32606, and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, whose addresses for notices is c/o Alachua County Public Works Department, 5620 NW 120th Lane, Gainesville, Florida 32653 hereinafter called the "Buyer". The Seller and Buyer are collectively referred to as the "Parties".

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, upon the following terms and conditions:

I. DESCRIPTION: Real estate or interest therein, identified below as Tax Parcel No. 06236-002-000, described as follows:

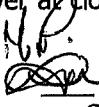
Lot Two (2), HILLS OF SANTA FE, a Planned Unit Development, as per plat thereof recorded in Plat Book "J", Page 24, of the Public Records of Alachua County, Florida (herein referred to as the "Premises" or "Property").

II. PURCHASE PRICE:

- A.** The Parties agree that the amount to be paid by Buyer to Seller at closing is: Three Hundred Eighty Thousand and 00/100 Dollars, **(\$380,000.00)**, 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 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 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



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existing encumbrances or any encumbrances arising after closing as a result of actions of the Seller. The terms of this sub-section shall survive 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*):

_____ 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 ___ or is not _____ homesteaded property (select one).
- 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. By entering into this Agreement, Buyer and Seller do hereby release, acquit, and discharge the other party from any and all actions, causes of action, claims, demands, damages, costs, loss of use, diminished value, loss of business profits, services, expenses, and compensation against either party up to the signing of this Agreement.
- E. Buyer and Seller agree there are no broker or real estate commissions, fees, costs or business damage claims associated with this sale and purchase.
- F. 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.
- G. In the event the Buyer determines that the Property does not meet the requirements of funding by any grant obtained by the Buyer 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.
- H. 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).
- I. Seller may remove all personal property, fixtures and appliances from the Property prior to Closing. Provided, however, such removal shall not leave the Property in a hazardous condition.

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 one hundred twenty (120) days after the date the last party executes this Agreement (the "Closing Date"). The Closing Date may be modified by mutual

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

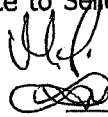
- Seller: Documentary Stamp Tax on Deed; Preparation of any document necessary to cure title defect
- Buyer/County: Survey; Environmental Site Assessment; Title Insurance Policy and Title Search Fees; Closing Agent Fees; Cost of Recording Deed

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 Premises;
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, if required, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement 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.

D. The Buyer may, at its sole option and expense, perform inspections of the Property at any time prior to closing. Provided, however, the Buyer will provide notice to Seller prior to the inspections and will coordinate the timing of all inspections with the Seller.

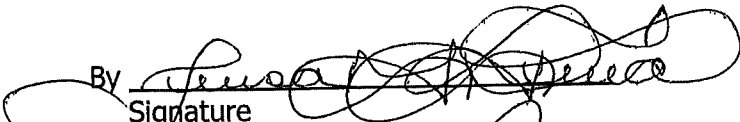


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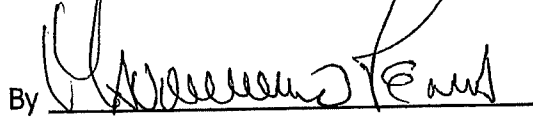
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IN WITNESS WHEREOF, the SELLER and the BUYER have caused this Purchase Agreement to be executed in their respective name(s) on the date listed below.

SELLER:

By 
Signature
Printed Name: Luisa M. Pena

April 18th, 2024
Date

By 
Signature
Printed Name: Mauricio A. Pena

April 18th 2024
Date

BUYER: BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners
Date: _____


ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

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