

**FIRST AMENDMENT TO OPTION CONTRACT TO PURCHASE REAL PROPERTY  
BETWEEN  
ALACHUA COUNTY AND ST. FRANCIS HOUSE, INC.**

**This First Amendment to Option Contract** (the “**Amendment**”) is made and entered into by and between ST. FRANCIS HOUSE, INC., a Florida not for profit corporation, whose address is 413 South Main Street, Gainesville, FL 32601 (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 120<sup>th</sup> 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 St. Francis House, Inc. dated April 2, 2024 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 Period from 90 days to 120 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 (identified as Parcel Nos: 15552-002-000, 15552-005-000 and

15552-006-000) which are approximately one (1) acre combined, and are more particularly described in **Exhibit "A"** attached hereto and expressly made a part of this Contract; together with approximately 12,100 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/apartments, 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, hereinafter referred to as the **"Property"**). The option may be exercised by no later than 5:00 p.m. on the **120th** 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 2<sup>ND</sup> day of July, 2024, by the Seller.

**St. Francis House, Inc.,**  
a Florida not for profit corporation

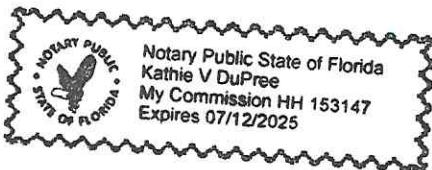
By: [Signature]  
Print: ROBERT R. ATWOOD  
Its: CHAIRMAN OF THE BOARD

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 2<sup>ND</sup> day of July, 2024 by Robert Atwood, as President of St. Francis House, Inc., on behalf of the corporation, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)

Kathie V. DuPree  
Notary Public – State of Florida  
Print Name: Kathie V. DuPree  
Commission Number: 153147  
Commission Expiration Date: 07/12/2025



**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2024, 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*  
By: \_\_\_\_\_  
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Michele Lieberman, County Manager  
7/12/2024

APPROVED AS TO FORM

DocuSigned by:  
*Diana Johnson*  
\_\_\_\_\_  
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Alachua County Attorney's Office

## **EXHIBIT A – Legal Description of the Property**

Parcel I-Tax Parcel # 15552-005-000:

The North 150 feet of Block “C”, LESS the East 183 feet thereof, of CASA LOMA SUBDIVISION, according to the plat thereof recorded in Plat Book “C”, Page 63, of the Public Records of Alachua County, Florida.

Parcel II-Tax Parcel #s 15552-002-000 & 15552-006-000:

Lots Seven (7), Eight (8) and Nine (9) of Block “B” of CASA LOMA SUBDIVISION, according to the plat thereof recorded in Plat Book “C”, Page 63, of the Public Records of Alachua County, Florida.