

## AGREEMENT REGARDING RESOLUTIONS TO TITLE OBJECTIONS

THIS AGREEMENT REGARDING RESOLUTIONS TO TITLE OBJECTIONS (this “Agreement”), is made as of the 30th day of August 2024 (the “Effective Date”), by and between **BURKHARDT DISTRIBUTING OF GAINESVILLE, INC.**, a Florida corporation (“BDG”), and **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida, by and through its County Manager (the “County”).

### W I T N E S S E T H:

A. WHEREAS, BDG and the County entered into that certain Option Contract to Purchase Real Property effective May 16, 2024 (as amended, the “Option Contract”), pertaining to the purchase and sale of certain real property and improvements located in Alachua County, Florida (Alachua County Tax Parcel No. 07878-030-008) as more particularly described in the Option (the “Property”);

B. WHEREAS, the parties amended the Option Contract by that certain First Amendment to Option Contract to Purchase Real Property effective as of August 8, 2024 (the “First Amendment”) to provide the parties additional time to discuss, gather information, formulate resolutions, and come to an agreement on how best to address or not to address the “Open Items” defined in the First Amendment.

C. WHEREAS, the parties have done so and desire to memorialize their proposed resolutions and agreements in writing.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is acknowledged hereby, the parties have agreed and do hereby agree as follows:

1. Recitals Incorporated; Capitalized Terms. All recitals set forth above are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meaning(s) ascribed to them in the Option Contract.

2. Off-site Utility Use. BDG and the County have gathered additional information regarding the Off-Site Utilities previously objected to by the County (described in Sections 3.d. and 3.e. of the First Amendment) indicating that the Underground Electric Line does not go off site and the Underground Water Line running off site runs to and lies within a public right-of-way adjacent to the Property. The County is satisfied with that information and agrees to withdraw, waive, and release its objection(s) thereto and agrees to accept same at Closing.

3. Florida Form 9 Endorsement. With regard to the Encroachments on Internal Setback lines (Section 3.b. of the First Amendment) and Encroachment on 20’ Public Utilities Easement shown on the Plat (Section 3.c. of the First Amendment), the Title Company has indicated it will issue an unmodified Florida Form 9 Endorsement (ALTA 9.2-06 with Florida Modifications) at Closing to insure over those matters, and together with the escrow arrangements, described below, the County has agreed to accept the Florida Form 9 Endorsement as the cure for

the Section 3.b and 3.c. matters. In connection therewith, BDG will pay (or have deducted from its proceeds) at Closing up to \$2800.00 for the cost of the premium for the Florida Form 9 Endorsement.

4. Escrow of Funds for County Post-Closing Pursuit of Replat. At Closing, BDG will escrow EIGHT THOUSAND AND 00/100 U.S. DOLLARS (\$8,000.00) with Closing Agent (the “Replat Escrow Funds”) and BDG and the County will enter into a commercially reasonable Escrow Agreement with Closing Agent governing the disbursement of the Replat Escrow Funds. The parties agree that the County may pursue a replat of the Property following Closing and the Closing Agent shall reimburse the County on a monthly basis from the Replat Escrow Funds the costs incurred and shown on invoices submitted to BDG and Closing Agent in pursuit of said replat, including costs paid to a surveyor to prepare the re-plat, one-half (1/2) the fees of Closing Agent for acting as escrow agent (if any), and reasonable attorneys’ fees and costs to pursue such replat post-closing. The County will have twelve (12) months within which to complete said replat. If, following completion or abandonment of the re-plat or upon expiration of the re-plat period described above there remains any portion of the Replat Escrow Funds, such amounts shall be refunded to BDG by Closing Agent.

5. Continued Pursuit of Release of Blanket Easement. BDG will continue to diligently pursue and use commercially reasonable efforts (a) to obtain the release of the Blanket Utilities Easement (recorded at OR 2304, Page 971 and appearing in Exception 6 on Schedule B-II of the Title Commitment) from City of Gainesville’s Gainesville Regional Utilities (“GRU”) (the “BUE Release”); and (b) to replace the Blanket Utilities Easement with new easement(s) granted to the City of Gainesville containing the metes-and-bounds legal descriptions of the locations where such utilities actually exist on the Property (as per the locations shown on the Specific Purpose Survey prepared by EDA Consultants, Inc. under Project No. 2024-0051 S00 dated August 26, 2024 with drawing completed August 27, 2024, and last revised on September 3, 2024, a copy of which was delivered to the County on September 4, 2024) (collectively, the “Replacement Easement”). The County agrees to the foregoing BUE Release and Replacement Easement cure for the Blanket Utilities Easement objection; to work cooperatively with BDG in the drafting of the Replacement Easement and accomplish same (at BDG’s sole cost and expense); and that once the Replacement Easement is finalized with GRU and granted / recorded as provided above, the County will release its objection to the Blanket Utilities Easement and will not object to the Replacement Easement or use same as a basis for a title objection, termination, or otherwise following expiration of the Option Period. Notwithstanding the foregoing, if BDG does not complete the BUE Release and Replacement Easement cure, the County reserves its right to sustain its objection to the Blanket Utilities Easement.

6. Presentation to Board for Approval to Exercise Option. The County (by and through its staff) agrees to (a) place on the agenda and present the Property and the cures proposed above to the Alachua County Board of County Commissioners (the “Board”) at the Board’s next regular meeting on September 10, 2024; (b) request Board authorization to exercise the Option to purchase the Property; and (c) give BDG notice of the Board’s decision on or before September

13, 2024. If the Board elects to exercise the Option, the parties shall proceed to Closing on the Property on or before October 14, 2024. BDG and the County agree that if Closing can reasonably occur before October 14, 2024, they will endeavor to do so on a mutually agreeable date and time.

Following said meeting on September 10, 2024, if the Board approves exercise of the Option, BDG and the County will execute and deliver a written amendment containing the terms and conditions laid out in this Agreement. BDG hereby confirms, acknowledges and agrees the decision to exercise or not exercise the Option rests within the sole and absolute discretion of the Board, and the Board may decide to not exercise the Option for any reason whatsoever or for no reason at all.

7. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed and original, but all of which together shall constitute but one instrument. This Agreement may be executed and delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method, and any counterpart so delivered shall be deemed to be an original and to have been duly and validly delivered and be valid and effective for all purposes. This Agreement shall be governed by and interpreted in accordance with the internal laws of Florida without regard to principles of conflicts of law.

[signature pages follow]

**WHEREFORE**, BDG and the County have executed and delivered this Amendment effective as of the Effective Date.

**BDG:**

**BURKHARDT DISTRIBUTING OF  
GAINESVILLE, INC.**, a Florida corporation

By: \_\_\_\_\_  
**T. Brookes Burkhardt, Jr.**, as its President

**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 to be effective as of the Effective Date.

**ALACHUA COUNTY**

By: \_\_\_\_\_

Michele Lieberman, County Manager

APPROVED AS TO FORM

\_\_\_\_\_

Alachua County Attorney's Office

**ACKNOWLEDGEMENT OF CLOSING AGENT**

**“Closing Agent”:**

**Salter Feiber, P.A.**

By: \_\_\_\_\_  
David E. Menet, Shareholder