

**OPTION CONTRACT TO PURCHASE REAL PROPERTY  
BETWEEN  
ALACHUA COUNTY AND BURKHARDT DISTRIBUTING OF  
GAINESVILLE, INC.**

**THIS OPTION CONTRACT** (the “**Contract**”) is made and entered into by and between BURKHARDT DISTRIBUTING OF GAINESVILLE, INC., a Florida corporation (the “**Seller**”) whose address is 6125 NW 18<sup>th</sup> Drive, Gainesville, FL 32653, 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 Public Works Department, 5620 NW 120<sup>th</sup> Lane, Gainesville, Florida 32653 (the “**County**”). Collectively, the **Seller** and the **County** shall each be referred to herein as a “**Party**” and shall collectively be referred to herein as the “**Parties.**”

**WITNESSETH:**



**WHEREAS**, Seller owns and holds of record fee simple title to the buildings, fixtures and associated real property located at 6125 NW 18<sup>th</sup> Drive, Gainesville, FL 32653 that is more particularly described in paragraph 3.a. and **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”); and

**WHEREAS**, the County desires to acquire an option to purchase fee simple title to the Property from Seller as provided herein; and

**WHEREAS**, the Seller desires to grant the County an option to purchase the Property on the terms and conditions and as more particularly 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. **RECITALS; EFFECTIVE DATE.** The Recitals are true and correct and same are incorporated herein for all purposes. This Contract shall become effective as of the later of the day and year upon which the last of Seller and the County have executed this Contract as set forth on the signature page hereof (“**Effective Date**”).

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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, with offices at 3940 NW 16<sup>th</sup> Boulevard, Building B, Gainesville, Florida, 32605; Phone (352) 376-8201. 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 that is nationally recognized 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) lands under exclusive control or possession of anyone other than the Seller; and/or (4) lands below the ordinary high water line or mean high water line of any river, lake or stream, if any.

**Survey** shall mean the boundary survey of the Property made by a Florida licensed surveyor who the County shall select from its list of approved surveyors. The surveyor shall: (1) certify the Survey to Seller, the County, 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. **OPTION TO PURCHASE THE PROPERTY.**



a. **GRANT OF OPTION.** During the Option Period (as defined below and as same may be extended or earlier terminated as provided in this Contract), Seller hereby grants to the County the exclusive and irrevocable option to purchase the real property consisting of approximately 10.12 acres, and being more particularly described in **Exhibit “A”** attached hereto and expressly made a part of this Contract; together with all furniture, furnishings, electronics, fixtures, supplies and equipment now or hereafter located in or about the real property, as well as easements, rights-of-way, privileges, benefits, contract rights,

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development rights, together with all appurtenances, hereditaments, and riparian and littoral rights, permits, licenses or approvals associated with said real estate but only to the extent the foregoing are owned or held by Seller and may be transferred or assigned to the County by Seller (collectively, the “**Property**”). The option may be exercised by no later than 5:00 p.m. (Eastern) on the One Hundred Twentieth (120<sup>th</sup>) 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.

b. OPTION TERMS, EXERCISING THE OPTION. The option payment is Five Thousand Dollars (\$5,000) (“**Option Payment**”), which shall be paid by the County to Seller as consideration for the exclusive and irrevocable right to elect to purchase the Property during the Option Period pursuant to the terms herein. The County shall deposit the Option Payment with the Closing Agent within Fifteen (15) days of the Effective Date. To exercise the option, the Board must approve the election to exercise the option and the County must deliver written Notice of Exercise of Option to Seller pursuant to the notice provisions contained within Section 31 herein together with a One Hundred Thousand Dollar (\$100,000) deposit to Closing Agent (the “**Deposit**”), which such deposit shall be non-refundable except as expressly provided below, prior to the expiration of the Option Period (“**Exercise Date**”). The decision to exercise the option rests within the sole and absolute discretion of the Board and, during the Option Period, the Board may decide to purchase the Property, or to not purchase the Property, for any reason whatsoever or for no reason at all. If the County does not deliver written Notice of Exercise of Option to Seller prior to the Exercise Date, this Contract shall automatically terminate, the Seller shall be entitled to retain the Option Payment and shall not be entitled to any damages from the County, and neither Party shall have any further rights or obligations under this Contract except those that expressly survive such termination. In the event the County delivers written Notice of Exercise of Option to Seller prior to the Exercise Date, the Option Payment and the Deposit shall be applicable to and credited against the Purchase Price at closing.

4. **PURCHASE PRICE**. In the event that the County exercises its option to purchase the Property, Seller agrees to sell, and the County agrees to purchase the Property for the sum of Ten Million Eight Hundred Thirty-Five Thousand Dollars (\$10,835,000), subject to adjustments, credits, and prorations as set forth herein (the “**Purchase Price**”). The balance of the Purchase

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Price, less the Option Payment and the Deposit actually paid by the County and delivered to Seller prior to or at closing, shall be paid by the County to Seller at closing by wire transfer or other immediately available funds.

5. **DOCUMENTS AND INFORMATION SELLER SHALL PROVIDE.** The Seller has furnished to the County, the following documents and information concerning the Property, that are in Seller's possession, the possession of Seller's agents or attorneys, or that are otherwise known by Seller to exist:

a. Copy of that certain Attorney's Title Insurance Fund, Inc. title policy, Policy No. OPM-1837006 with an effective date of February 24, 2000 at 3:04 PM (the "**Prior Title Policy**") (which Prior Title Policy is in Seller's possession) and copies of any other owner or lender title insurance policies, commitments, abstracts, opinions, searches and/or title reports for any portion of the Property having an effective date, or that were completed within, the last ten (10) years (if any).

b. Copy of that certain ASTM Phase I Environmental Site Assessment prepared by Moody Engineering, Inc. for SunTrust dated September 2010 (the "**Prior ESA**") (which Prior ESA is in Seller's possession) and copies of any other Environmental Reports covering any portion of the Property and dated, or having an effective date, within the last ten (10) years (if any).

c. Copy of that certain Boundary and Topographic Survey prepared by Causseaux, Hewett, and Walpole, Inc. dated August 3, 2010 and last revised September 30, 2010, Project No. 10-0277 (the "**Prior Survey**") (which Prior Survey is in Seller's possession) and copies of any other survey of any portion of the Property and dated or having an effective date within the last ten (10) years (if any).

d. Copies of engineering reports, reports on water and utility availability and quality, site plans, zoning or other land use applications or stipulations or agreements, and permits or licenses which concern the Property and dated or having an effective date within the last ten (10) years (if any).

e. Copies of any unrecorded leases, contracts, options, easements, licenses, mortgages, financing statements, security agreements, judgments, liens, claims of lien, tax assessment records, and all similar documents (if any), which are in effect on the Effective Date and which concern the Property.

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f. The Seller's social security or Federal Tax ID number.

g. A completed Beneficial Interest and Disclosure Affidavit as required by §§ 286.23(1), and 380.08(2), Florida Statutes, the form of which is attached hereto as **Exhibit "D"**. Pursuant to §286.23(2), Florida Statutes, the disclosure must be made under oath, subject to the penalties prescribed for perjury.

6. **DUE DILIGENCE INSPECTIONS.**

a. During the Option Period, from and after the Effective Date and until delivery of Notice of Exercise of Option ("**Inspection Period**"), the County may conduct any appraisals, surveys, and non-invasive / non-destructive 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 absolute discretion, for the County's intended use and development ("**Inspections**"). During the Inspection Period, the County may conduct any Inspections which the County deems necessary to determine to the County's satisfaction the Property's engineering, architectural, environmental properties, including but not limited to buildings' 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; 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. Notwithstanding anything to the contrary, the County shall not conduct any invasive or destructive testing or Inspections, including, but not limited to drilling, coring, subsurface exploration, or Phase II Environmental Site Assessment without the prior, written consent of Seller, which consent will not be unreasonably withheld, conditioned, or delayed. The County will coordinate all Inspections with Seller so that Seller may arrange to have a representative present at all times during such Inspections. If the County fails to deliver written notice to Seller prior to expiration of the Inspection Period that the County determined the Property is not acceptable, then such failure will constitute acceptance of the Property in its present "as is" condition.

b. 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



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Inspections; provided, however, the County, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Except where arising out of the acts or negligence of the Seller, the County releases the Seller from losses, damages (to persons or property), costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any employee or officer of the County, arising out of any and all inspections and inspection related activities on the Property or any other work authorized by the County. The County will not engage in any activity that could result in permanent damage to the Property or a lien or other encumbrance being filed against the Property without the Seller's prior written consent. In the event this transaction does not close (i) the County will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections; and (ii) the County will, at the County's expense, but only upon delivery of written request therefor by Seller, release to the Seller (without any representation or warranty except, however, that such materials are free from intentional redaction by the County) true and correct copies all reports and other work generated as a result of the Inspections.

c. Should the County deliver timely notice the Property is not acceptable, this Contract shall automatically terminate, and the Seller shall be entitled to retain the Option Payment. Seller shall not be entitled to any damages from the County other than those, if any, arising out of Section 6(b) or 6(e) and related attorneys' fees under Section 40, and neither Party shall have any further rights or obligations under this Contract, except those that expressly survive expiration or termination of this Contract. The County's notice of termination may be executed by the County Manager (for and on behalf of the County as may be determined and elected by the County Manager without further approval by the Board).

d. The County represents it is currently self-funded for liability in accordance with Section 768.28, Florida Statutes and shall maintain such self-insurance. In addition, prior to entry on the Property or conducting any Inspection, the County shall cause all its contractors, representatives, agents, servants and advisors (collectively, "**County Contractors**") to procure, maintain at all times during the term of this Contract, and deliver proof to Seller of the following policy or policies of insurance, which (except for the Workers' Compensation and Employer's liability policies) shall name Seller as an additional insured thereunder and include a waiver of subrogation in favor of Seller: (i) commercial general liability insurance (including completed operations) of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Workers' Compensation insurance for those third parties and entities required by statute to carry such insurance and with limits of not less than required statutorily prescribed minimums; (iii) Employers' liability insurance for those third parties and entities required by statute to carry such



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insurance and with limits of not less than \$500,000 each accident; and (iv) owned, hired, or non-owned automobile liability insurance of not less than \$1,000,000 per occurrence.

e. The obligations of the County in this Section 6, including, but not limited to, the obligations to release Seller, to refrain from creating, causing, or suffering of any liens or encumbrances against the Property (or to remedy same if any arise), and to restore and repair the Property shall survive expiration or termination of this Contract.

7. **EVIDENCE OF TITLE AND TITLE INSURANCE.** During the Inspection Period, the County shall obtain the Title Commitment for an ALTA Owner's Title Insurance Policy to insure the marketable title of the Property from a nationally 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, shall be in the full amount of the Purchase Price, shall have attached legible copies of all instruments referred to therein, and shall disclose the title to the Property to be good, marketable, and insurable, subject only to the exceptions set forth in **Exhibit B ("Permitted Exceptions")**. Within five (5) days after receipt of (and at least twenty (20) days prior to the Exercise Date), the County shall deliver copies of the executed Title Commitment and legible copies of all instruments referred to therein to Seller. Except for the Permitted Exceptions, any title requirements or title exceptions shown on the Title Commitment (and any new matters not appearing in the initial Title Commitment but arising after the Effective Date thereof and first appearing in any subsequent updates thereto, in all cases excluding the Permitted Exceptions) timely objected to by the County in writing to Seller prior to expiration of the Inspection Period shall constitute "**Title Defects**" for purposes of this Contract.

8. **SURVEY.** The County may obtain and deliver to Seller a Survey during the Inspection Period. If the signed Survey (and any new matters not appearing on the initial Survey or disclosed in the initial Title Commitment but arising after the Effective Date thereof and first appearing in any subsequent updates thereto, in all cases excluding the Permitted Exceptions) shows (i) any encroachments on the Property; (ii) any improvements on the Property encroaching on or into easements, setback areas, or other lands; (iii) the Property is not contiguous to a publicly dedicated right of way; or (iv) any other facts that materially and negatively affect the marketability of the title to the Property, then any such facts or matters so shown and timely objected to by the County in writing to Seller within five (5) days after receipt thereof and at least twenty (20) days prior to expiration of the Inspection Period shall constitute a "**Title Defect**" for purposes of this Contract. A fact or matter shown on the Survey which violates a document or instrument listed as Permitted Exceptions on Exhibit "B" shall constitute a Title Defect if timely object to by the County (e.g., building encroachment upon building setback lines established by plat or restrictive covenants,



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etc.). If the County elects not to obtain and timely deliver a Survey of the Property, the County shall not object to the general survey exception for matters that would be disclosed by an accurate and complete survey of the Property, and such general survey exception shall be a Permitted Exception under this Contract.

9. **TITLE DEFECTS.**

a. If either the Survey or the Title Commitment reveals matters to which the County is permitted to object under the terms of this Contract, the County (by and through the County Manager in the County Manager’s discretion without further approval by the Board) shall give written notice to Seller of any such matters at least twenty (20) days prior to the expiration of the Inspection Period (the “**Title Defect Notice**”). The County’s failure to timely deliver the Title Defect Notice to Seller shall constitute and be deemed the County’s approval of the Title Commitment and Survey, and all title requirements, title exceptions, or survey matters not objected to shall be Permitted Exceptions. Within ten (10) days following receipt of the County’s Title Defect Notice (the “**Seller Title Response Deadline**”), the Seller shall advise by written notice to the County whether Seller elects to cure or not cure the Title Defects. The Seller’s failure to timely deliver such notice of election shall be deemed the Seller’s election not to cure the Title Defects. If Seller elects to cure, the Seller shall undertake good faith and diligent efforts to cure said Title Defects; shall have a reasonable amount of time, as determined by Seller, but not to exceed ninety (90) calendar days from the Seller Title Response Deadline to effect the cure; and the Option Period shall extend for the same amount of cure time plus ten (10) calendar days. The County may elect to terminate this Contract if the cure takes longer than ninety (90) calendar days from the Seller Title Response Deadline, whereupon the Seller shall be entitled to retain the Option Payment; Seller shall not be entitled to any damages from the County other than those, if any, arising out of Section 6(b) or 6(e) and related attorneys’ fees under Section 40; and neither Party shall have any further rights or obligations under this Contract, except those that expressly survive termination or expiration of this Contract.

b. If Seller (i) timely notices the County that Seller elects not to cure any Title Defects; or (ii) fails to timely deliver such notice of election prior to expiration of the Option Period, then within ten (10) days following the earlier of (iii) the County’s receipt of such notice of election not to cure (under scenario (i) above); or (iv) expiration of the Option Period (under scenario (ii) above), the County Manager (for and on behalf of the County as may be determined and elected by the County Manager without further approval by the Board) will notify Seller in writing the County (1) accepts the Title Defects and will close this transaction according to the terms of this Contract without reduction in the Purchase Price;

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or (2) terminates this Contract by written notice to the Seller, whereupon Seller shall be entitled to retain the Option Payment, and Seller shall not be entitled to any damages from the County other than those, if any, arising out of Section 6(b) or 6(e) and related attorneys' fees under Section 40, and neither Party shall have any further rights or obligations under this Contract, except those that expressly survive termination or expiration of this Contract. The County's failure to timely deliver notice of options (1) or (2) above shall be deemed the County's election of option (2) (i.e., termination).

c. Notwithstanding anything else herein to the contrary, Seller shall have no obligation to cure any monetary liens, encumbrances, or other charges affecting the Property; provided, however, that Seller shall be obligated to (i) cause any mortgage, deed of trust, or other encumbrance evidencing outstanding indebtedness of Seller to be satisfied of record; (ii) cause any mechanic's, materialman's or supplier's liens incurred by Seller to be satisfied of record; (iii) cause to be removed of record any lien or encumbrance placed upon the Property subsequent to the Effective Date with Seller's consent or as a result of Seller's action or omission (but not any such lien or encumbrance created by, through, under, or at the request of the County); (iv) cause to be removed of record any lien or encumbrance placed upon the Property subsequent to the Effective Date by Seller without the County's written consent; and (v) pay and satisfy all items described in Section 15 (taxes and assessments) and Section 16 (assessments and fees) (collectively, the "Mandatory Removal Liens"). Seller may use its proceeds from the sale to satisfy any such Mandatory Removal Liens at Closing.

d. If Seller fails or elects not to remedy any Title Defects, the County may in its sole discretion and as its sole and exclusive remedy either (i) terminate this Contract; or (ii) waive the Title Defects and consummate the Closing. If Buyer fails to make the election of either (i) or (ii) in writing to Seller within five (5) days after expiration of the applicable period, then option (i) (i.e., termination) shall apply.

10. **ENVIRONMENTAL SITE ASSESSMENT.** Within sixty (60) days after the Effective Date, the County may obtain and complete a Phase I Environmental Site Assessment on the Property (the "Phase I"). If the results of the Phase I are not satisfactory, as determined by the County, in its sole discretion, the County may terminate this Contract prior to expiration of the Option Period, whereupon the Seller shall be entitled to retain the Option Payment and, unless the County (i) fails to timely and fully repair or restore the Property as required by Section 6(b); (ii) causes a lien or other encumbrance on the Property in violation of Section 6(b); (iii) fails to release Seller as provided by Section 6(b); or (iv) to the extent Seller is entitled to attorneys' fees and costs

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under Section 40, Seller shall not be entitled to any damages from the County, and neither Party shall have any further rights or obligations under this Contract except those that expressly survive termination or expiration of this Contract. If the results of the Phase I, the Prior ESA, or any other Environmental Reports furnished to the County by a third-party consultant or the Seller reveal that any portion of the Property warrants a Phase II environmental site assessment (“**Phase II**”), the County shall notify Seller within five (5) days after receipt of the Phase I and request Seller’s consent to perform the Phase II, which approval shall not be unreasonably withheld, conditioned, or delayed; provided, however, that the parties shall, within the five (5) days following the County’s request to perform a Phase II, meet to discuss in good faith and agree upon a reasonable scope, process, and parameters for conducting and completing such Phase II (collectively, the “**Scope**”).

Upon receipt of Seller’s consent to perform the Phase II and the Parties’ agreement on the Scope, the County shall obtain and complete a Phase II at least twenty (20) days prior to expiration of the Option Period (the “**Phase II Completion Date**”). The Seller’s failure to consent to the Phase II or the parties’ failure to agree upon a Scope in the time provided, above, shall entitle the County to terminate this Contract by written notice to Seller prior to expiration of the Option Period, whereupon the Seller shall be entitled to retain the Option Payment and Seller shall not be entitled to any damages from the County other than those, if any, arising out of Section 6(b), Section 6(e) and related attorneys’ fees under Section 40, and neither Party shall have any further rights or obligations under this Contract except those that expressly survive termination or expiration of this Contract.

If the Phase II reveals 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, within five (5) days after the Phase II Completion Date, notify Seller and, only upon Seller’s written request therefore, provide the results, report, and written notice to the Seller of the Environmental Defects (the “**Environmental Defects Notice**”). Within fifteen (15) days following receipt of the County’s Environmental Defects Notice (the “**Environmental Notice Deadline**”), the Seller will deliver to the County written notice of Seller’s election to cure or not cure the Environmental Defect. If Seller elects to cure, Seller shall have a reasonable period of time to complete the cure, which period shall be determined by Seller (in Seller’s sole discretion); provided, however, that such period shall not exceed ninety (90) days following the Environmental Notice Deadline (the “**Env. Cure Period**”). If Seller elects to cure, the Option Period shall be extended during the Env. Cure Period and thereafter to the date that is ten (10) days after the Env. Cure Period. The County may elect to terminate this Contract if

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the cure takes longer than ninety (90) calendar days from the Environmental Notice Deadline, whereupon the Seller shall be entitled to retain the Option Payment and Seller shall not be entitled to any damages from the County other than those, if any, arising out of Section 6(b), Section 6(e), and related attorneys' fees under Section 40; and neither Party shall have any further rights or obligations under this Contract, except those that expressly survive termination or expiration of this Contract.

In the event Seller elects not to cure, the County may either: (a) accept the Environmental Defects, as may be determined and elected by the County Manager without further approval by the Board, and close this transaction according to the terms of this Contract; 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 Seller shall be entitled to retain the Option Payment, and Seller shall not be entitled to any damages from the County other than those, if any, arising out of Section 6(b) or 6(e) and related attorneys' fees under Section 40; and neither Party shall have any further rights or obligations under this Contract, except those that expressly survive expiration or termination of this Contract.

11. **DEBRIS.** The County may, at its sole option and expense, perform visual inspections of the Property at any time prior to closing. If the results of a visual inspection reveal that any portion of the Property contains material amounts of unwanted personal property, refuse, garbage, junk, rubbish, trash and debris (the "**Debris**"), the County may provide written notice to the Seller of the Debris prior to closing. Should the County provide such notice, the Seller shall, at least three (3) days prior to Closing, remove all Debris identified in the written notice; provided, however, that Seller shall have a minimum of at least fifteen (15) days within which to remove the Debris and the date of Closing may be extended by Seller to permit Seller such 15-day period within which to accomplish such removal. If the Seller fails to remove the Debris, the County, as determined and elected by the County Manager without further approval by the Board, may either: (a) accept the Property with the Debris and close this transaction according to the terms of this Contract; or (b) terminate this Contract by written notice to the Seller, whereupon Seller shall be entitled to retain the Option Payment, and Seller shall not be entitled to any damages from the County other than those, if any, arising out of Section 6(b) or 6(e) and related attorneys' fees under Section 40, and neither Party shall have any further rights or obligations under this Contract except those that expressly survive expiration or termination of this Contract.

12. **CASUALTY LOSS.** Except to the extent caused by the County, County Contractors, the County's inspections, or any party on or about the Property by or at the County's request or direction ("**County Damage**"), if any portion of the improvements located on the Property is

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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 Fifty-Five Thousand Dollars (\$55,000) 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 assign all insurance or condemnation proceeds resulting from the loss or damage to the County, and Seller shall pay or credit the County at Closing the amount of any deductible on such insurance policies. If the damages are less than Fifty-Five Thousand Dollars (\$55,000) in value at Closing, the Seller shall repair all damage to the improvements, but only to the extent of insurance proceeds received for same; or, at the option of the County delivered to Seller in writing within ten (10) days after Seller delivers the estimated value of such damage to the County, Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the County and pay or credit the County at Closing the amount of any deductible on such insurance, and Closing shall occur without reduction in the Purchase Price.

13. **CLOSING DATE.** This transaction shall be closed at a date and time mutually agreed by the Parties, no later than thirty (30) days after the Exercise Date (the “**Closing Date**”), at or through the offices of the Closing Agent or by “mail-away” closing, unless otherwise provided for herein or agreed to by the Parties in writing. The County Manager may terminate this Contract, or extend the Closing Date, on behalf of the County without further approval by the Board, but only as expressly permitted under, and subject to all limitations, terms and conditions of, this Contract.



14. **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 Mandatory Removal Liens or other title defects Seller elects or agrees to cure (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;
- Costs and expenses of any other Investigations

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
- Title Insurance policy and all endorsements thereto 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 Mandatory Removal Liens or other title defects Seller elects or agrees to cure (if any) and are thus Seller's responsibility);
- Recording costs; and
- County's attorney's fees.

**15. 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.

**16. ASSESSMENTS AND FEES.** The Seller shall fully pay certified, confirmed, and ratified liens existing as of the date prior to Closing for the following special assessments at or prior to closing: all unpaid public assessments for street, sidewalk or other improvements, if any, that are past due or delinquent; city or county garbage disposal fees, incineration fees, fire service fees, and the like; impact fees payable with respect to the Property; any past-due or delinquent POA fees or assessments; and any other assessments, fees or payments due to any governmental authority with respect to the Property. If any of the above certified, confirmed, and ratified special assessments are payable in installments, Seller will pay all installments due and payable on or before the date of Closing, with any installment for any period beginning prior to the date of Closing but extending beyond the date of Closing prorated (day of Closing belonging to the County), and the County will be responsible for all such special assessments and installments that become due and payable on or after the date of Closing. If an improvement is substantially completed as of the date of Closing but has not resulted in a lien before Closing, Seller will pay the amount of the last estimate of the assessment. This Section applies to special assessment liens imposed by a public body and does not apply to property owners' association fees or assessments, which shall be prorated at Closing (day of Closing to the County).

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17. **CLOSING DOCUMENTS:** The County Manager or Public Works Director are 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 have 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 commercially reasonable form reasonably acceptable to the Closing Agent and the title insurance company, sufficient to remove standard printed exceptions to title in the Policy regarding (i) rights or claims of parties in possession; and (ii) construction liens.
- c. IRS 1099-S Form, if required.
- d. Incumbency Certificate, Resolution and Affidavit, in commercially reasonable form reasonably acceptable to the Closing Agent, from the Seller if the Seller is not a natural person.
- e. Seller shall deliver satisfactions, releases or estoppel letters from any property owners' association, and from any lenders and others holding mortgages or liens on the Property.
- f. 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, but only to the extent same may be assigned by Seller.

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g. Special Warranty Bill of Sale for all personal property, furnishings, fixtures, equipment and supplies used in the operation and maintenance of the Property. If required by County and requested in writing at least twenty (20) days prior to Closing, Seller will provide County with an inventory list of all such personal property used in the operation and maintenance of the Property.

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

18. **THE COUNTY'S CLOSING DELIVERIES.** At Closing, the County shall deliver to Seller the following:

a. The Purchase Price, as adjusted pursuant to closing adjustments and prorations provided for in this Contract, together with such other sums and closing costs that are the County's obligation under this Contract;



b. The County's executed counterpart to the HUD-1 Settlement Statement;

c. The affidavit(s) regarding interests of foreign countries required by Chapter 692, Florida Statutes (in particular, Sections 692.201 – 692.205, Florida Statutes), to the extent same are applicable to the County; and

d. Such additional documents and instruments at the Title Company may reasonably require to transfer and insure title to the Property and effectuate the transactions contemplated herein.

19. **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 created by, through, or under Seller subject to 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 special warranty deed shall: (1) utilize the "metes and bounds" legal descriptions of the Property if shown on a new survey that is approved by Seller; or (2) refer to lot and block of platted properties; and (3) be substantially in the form attached hereto as **Exhibit "E"**. Possession of the Property shall pass to the County at the time of closing.

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

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21. **NO ALTERATIONS AND CONDITION OF PROPERTY.** After the Effective Date, the Seller will not, without prior written consent from the County, execute or enter into any lease, contract, option, easement, license, mortgage, financing statement, security agreement, or similar document concerning or affecting the Property. At Closing, the Property shall be ready for immediate occupancy and in a reasonably clean and sanitary condition.

22. **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 true and correct in all material respects as of the Effective Date and Closing Date; provided, however, that any such representations and warranties actually known by the County to be untrue or to have changed after the Effective Date (e.g., as revealed by the County's Inspections) shall be waived simultaneously with the Closing of this Contract.

b. All material 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.

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

a. To the knowledge of Seller, as of the date of this Contract, Seller is the owner of record of the Property subject only to the Permitted Exceptions and, to the best of Seller's knowledge, without inquiry, 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 has full and lawful organizational authority to bind and obligate Seller to perform its obligations hereunder, and upon execution hereof, this Contract shall be a legally binding obligation of Seller,

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enforceable against Seller under the laws of the State of Florida. 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 at or prior to Closing) any and all taxes and Property Owners' Association assessments (excluding taxes and assessments not yet due) which have or could become a lien or charge against the Property, subject to the prorations provided above.

e. Seller has no knowledge of any matters pending that will 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, except for reasonable wear and tear, casualty, and condemnation, Seller will not cause, permit, suffer, or allow any change, modification or alteration to be made to the Property, or any part or portion thereof, or its physical condition without the prior written consent of County.

g. Seller has not granted or entered into any leases of the Property, or any portion thereof, that would survive Closing.

h. Except for commercially reasonable quantities of new and waste oil, lubricants, and cleaning supplies as referenced in the Prior ESA (defined above), Seller represents that during its ownership the Property, Seller has never used the Property for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials in violation of any environmental law, and, except as might otherwise be disclosed in the Prior ESA, Seller has no knowledge of any such toxic or hazardous waste or materials being 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 under or present in quantities that constitute violation of any federal, state, or local law, statute, regulation, rule or ordinance.

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

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k. Except as might be disclosed in the Prior ESA, 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 has no knowledge that any endangered species (as defined by state or federal law) exist or are present on the Property.



n. The Seller is not a "foreign person" as that term is defined in 26 U.S.C §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 §1445.

o. Prior to closing, Seller shall cause all tenants, occupants, lessees, guests, squatters, or other parties otherwise located on or occupying the Property to be permanently removed from the Property and, upon closing, shall transfer sole and exclusive possession of the Property to the County.

p. Except as disclosed herein, Seller has received no notice of any actions, suits or proceedings of any kind or nature whatsoever legal or equitable, actual or threatened, pending against Seller or the Property that are adversely affecting the Property, or any portion thereof, or relating to or arising out of the Seller's 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. Other than the County, Seller has not granted any person, firm or other legal entity any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein that remains in existence as of the Effective Date.

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.

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s. In the event that changes occur after the Effective Date but prior to Closing as to any material information, documents, or exhibits referred to in any part of this Contract, Seller will promptly disclose same to County when such changes become known to Seller.

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.

If the County at any time prior to Closing knows or otherwise determines any Seller representation or warranty made herein is untrue in any material respect, the County may immediately notify Seller; and if Seller does not cure the same to the County's commercially reasonable satisfaction within thirty (30) days following Seller's receipt of notice, then the County's sole remedy (absent fraud by Seller) shall be to terminate this Contract, receive a prompt refund of the Option Payment and the Deposit, and thereafter be forever released of all obligations or liability under this Contract. If the County fails to notify Seller of any such matters or untruths prior to Closing, at Closing, the County will be deemed to have accepted same.


**24. LIMITATIONS TO SELLER'S REPRESENTATIONS AND WARRANTIES.**

a. The County acknowledges and agrees that to the maximum extent permitted by state, local, and federal law, and except as otherwise expressly provided in Section 23 above, the sale of the Property (including any personal property conveyed to the County at Closing) as provided for herein is made "AS IS", "WHERE IS", and "WITH ALL FAULTS". IT IS UNDERSTOOD AND AGREED THAT EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND IN ANY OF THE DOCUMENTS TO BE DELIVERED AT CLOSING, SELLER AND SELLER'S AGENTS ARE NOT MAKING, AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY (INCLUDING ANY PERSONAL PROPERTY CONVEYED TO THE COUNTY), INCLUDING, BUT NOT LIMITED TO WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OF THE PROPERTY OR ANY OF SAME (INCLUDING ANY ENVIRONMENTAL CONDITIONS THEREON), FITNESS FOR ANY PARTICULAR PURPOSE, MATTERS OF TITLE (OTHER THAN SELLER'S LIMITED WARRANTY OF TITLE TO THE PROPERTY SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS OR DEFECTS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, AVAILABILITY OF UTILITIES AND GOVERNMENTAL APPROVALS, ACREAGE, SUITABILITY FOR CONSTRUCTION OF ANY KIND, INCOME TO BE DERIVED THEREFROM, VALUE, NATURE, QUALITY, OR CONDITION, OR OTHERWISE. THE COUNTY

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REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE, JUDGEMENT, AND INSPECTIONS OF THE PROPERTY (INCLUDING ANY PERSONAL PROPERTY) AND SHALL ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT BE REVEALED BY THE COUNTY'S INSPECTIONS. THE COUNTY AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO THE COUNTY AND COUNTY SHALL ACCEPT THE PROPERTY IN ITS "AS IS", "WHERE IS", AND "WITH ALL FAULTS" CONDITION.

b. The County acknowledges and agrees that the County has been given the opportunity to inspect the Property and any personal property to be conveyed at Closing (if any) and will be able to conduct further Inspections during the Inspection Period in accordance with the terms of this Contract. The County acknowledges and agrees any information, documents, tests, reports, studies, or other items provided or to be provided with respect to the Property, including, but not limited to the documents and information described in Section 5, above (collectively, "**Information**"), was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of any such information. The County agrees that Seller is not, and shall not be, liable or bound in any manner by any verbal or written statements, representations, Information, documents, or materials pertaining to the Property or operation thereof. Without limitation, any documents, Information, or other materials provided to the County are "AS IS", "WHERE IS", and "WITH ALL FAULTS" without representations or warranties of any kind, whatsoever, including, without limiting the generality of the foregoing, any warranty of accuracy, completeness, quality, inclusiveness, fitness for a particular purpose, title, or otherwise. If the County fails to timely exercise its Option or consummate the transaction(s) contemplated by this Contract or if this Contract otherwise terminates or expires, then, within ten (10) days after a written request therefore by Seller to the County, the County shall provide to Seller, to the extent permitted by any third party provider, without charge, copies of any reports, surveys, drawings, tests, or other information or written documentation obtained by the County (and requested by Seller in writing) in connection with the County's tests and Inspections of the Property. Any such materials provided by the County to Seller are provided without representations or warranties of any kind, whatsoever, including, without limiting the generality of the foregoing, any warranty of accuracy, completeness, quality, inclusiveness, fitness for a particular purpose, title, or otherwise, except, however, that such materials are free from intentional redaction by the County.

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c. The provisions of this Section 24 shall survive Closing and delivery of the deed and shall not merge therein.

25. **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 the County is required.



26. **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.

27. **EMINENT DOMAIN.** The Seller has received no notice 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, promptly 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. After the Exercise Date, 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. At Closing 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.

28. **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, other than Daniel Burkhardt of NAI/Hallmark Partners, LLC d/b/a NAI Hallmark, which shall be paid by Seller.

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29. **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 and lawful organizational 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.



30. **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.

31. **NOTICES.** Any notice, demand, request, or other communication required or permitted by this Contract or by law shall be in writing, and shall be deemed to be given (a) when delivered in person with signed proof of delivery; (b) three (3) business days after placed in the mail when delivered by United States certified or registered mail, return receipt requested, postage prepaid; (c) on the same day if sent between 8:00 A.M. and 6:00 P.M. EST on Monday through Friday (except any federal banking holiday) via electronic mail to the respective e-mail addresses set forth below, provided that a hardcopy of the electronic mail notice also is mailed pursuant to Subsection (c) or (d); and (d) the next business day when delivered by a commercial courier service (such as Federal Express) to the following addresses:

Seller:

Burkhardt Distributing Company, Inc.  
Attn: T. Brookes Burkhardt, Jr.  
3935 Inman Road  
St. Augustine, Florida 32084  
E-mail: bburkhardt@burkhardtsales.com

*With a copy to:*  
Rogers Towers, P.A.  
Attention: Allen Hieb and Austin Dragoo

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1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207  
E-Mail : [ahieb@rtlaw.com](mailto:ahieb@rtlaw.com) and [ADragoo@rtlaw.com](mailto:ADragoo@rtlaw.com)

County:

County Manager  
Attn: Michele Lieberman  
12 SE 1<sup>st</sup> Street  
2<sup>nd</sup> Floor  
Gainesville, Florida 32602-2877  
E-mail: [mlieberman@alachuacounty.us](mailto:mlieberman@alachuacounty.us)

and

Alachua County Public Works Department  
Attn: Ramon D. Gavarrete  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida 32653  
Attention: Director  
E-mail: [rgavarrete@alachuacounty.us](mailto:rgavarrete@alachuacounty.us)

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.

**32. 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 retain the Property, the Deposit, and the Option Payment (including any interest earned thereon) paid by the County as liquidated and agreed upon damages, and all Parties shall be relieved from any further obligations under this Contract except those that expressly survive termination or expiration of this Contract. It is agreed by the Parties that such amount is a fair and reasonable measure of the damages to be suffered by Seller in the event of such default and that the exact amount thereof is incapable of ascertainment.

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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 (i) to receive prompt and complete return of the Deposit and Option Payment (including any interest earned thereon) in which event the Parties shall be relieved from any further obligations under this Contract, except those that expressly survive termination or expiration of this Contract; (ii) enforce this Contract by suit for specific performance, which remedy shall be waived unless such suit is filed within four (4) months after the Closing Date; (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach; or (iv) only in the case where specific performance is not available to the County due to Seller's conveyance of the Property to a third party or placing of an encumbrance thereon after the Exercise Date that frustrates the County's remedy of specific performance, after notice to Seller of such frustration of the remedy of specific performance and the expiration of a period of thirty (30) days from such notice, during which Seller shall have the opportunity to cure such matters, the County may bring an action against Seller within six (6) months after the 30-day cure period described above for damages suffered by the County including, but not limited to, all of the County's out of pocket expenses incurred by the County in connection with this Contract (including reasonable attorney's fees and expenses) up to \$100,000, but the County shall not be entitled to recover, and the County hereby waives all punitive, exemplary, extra-contractual, or speculative damages and any claim for loss of rents, profits, business opportunity, and "benefit of the bargain".

33. **TERMINATION.** If the County does not exercise its option prior to the expiration of the Option Period, or this Contract is earlier terminated by either party as allowed herein, all Parties shall be released from any further obligation under this Contract except those that expressly survive termination or expiration of this Contract.

34. **ASSIGNMENT.** This Contract may not be assigned by either party without the prior, written consent of the other party and any attempt to transfer or assign this Contract, in whole or in part, in violation of this Section shall be *void ab initio*.

35. **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.

36. **ESCROW.** The Closing Agent named in **Exhibit "C"** 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

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
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 its 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 the 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 Closing 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 the escrow agent hereunder, or in the event of any suit wherein the Closing Agent interpleads the subject matter of this escrow, the Closing 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 mis-delivery to County or Seller of items subject to escrow, unless such mis-delivery shall be due to willful breach of this Contract or gross negligence on the part of the Closing Agent.

37. **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. The County Manager may, in their sole discretion, extend any of the dates herein if so requested by the Seller.

38. **APPLICABLE LAW; VENUE.** This Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to conflicts of law principles. Sole and exclusive venue shall be in the state and federal courts serving Alachua County, Florida.

39. **WAIVER OF RIGHT TO TRIAL BY JURY.** Each party waives its rights to demand trial by jury.

40. **ATTORNEYS' FEES.** In the event it becomes necessary for either party hereto to file suit to enforce this Contract or any provision contained herein or with respect to any matter regarding the Property, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages as herein provided, reasonable attorneys', paralegals', or expert

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witnesses' fees and costs incurred in such suit at trial or on appeal or in connection with any bankruptcy or similar proceedings.

41. **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. 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.



42. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

43. **SEVERABILITY.** In the event any portion of this Contract is found to be illegal, invalid, or unenforceable, the remainder of this Contract shall remain in full force and effect so long as the deletion of such portion shall neither affect the overall intent of this Contract, nor materially impair the benefits negotiated by each party hereunder.

44. **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. For the purposes of this Section, "legal holiday" shall mean New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and any other federal holiday on which commercial banks in Alachua County, Florida are closed for business.

45. **NO RECORDING OF CONTRACT.** The Parties agree that neither the County nor the Seller shall cause this Contract or any short form or memorandum hereof to be recorded in any public records relating to the Property.

46. **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 electronically and

 Seller's Initials  
 County's Initials



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.

47. **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.

48. **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.

49. **SURVIVAL OF REPRESENTATION AND WARRANTIES.** The respective representations, warranties, covenants, and agreements of Seller and County contained in this Contract shall survive the closing of this transaction and remain in effect for a period of one (1) year.

[signature pages follow]

 Seller's Initials  
DS  
 County's Initials

EXECUTED to be effective as of this 8<sup>th</sup> day of May, 2024, by the Seller.

Signed, sealed, and delivered in the presence of SELLER:  
[Witnesses]:

BURKHARDT DISTRIBUTING OF GAINESVILLE, INC., a Florida corporation

[Sign]: Dawn M. Lange

[Print Name]: Dawn M. Lange

[Witness 1 Address]: 100 Whinstone Place  
St. Aug. Fl. 32085 (Suit. 200)

By: T. Brookes Burkhardt, Jr.  
T. Brookes Burkhardt, Jr., as its President

[Sign]: [Signature]

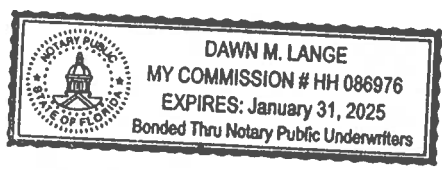
[Print Name]: Shelley Jenkins

[Witness 2 Address]: 120 Wineberry Lane  
St. Augustine, FL 32092

STATE OF FLORIDA; COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of [check one]:  physical presence or  online notarization, this 8 day of May, 2024, by T. Brookes Burkhardt, Jr., as President of Burkhardt Distributing of Gainesville, Inc., a Florida corporation, on behalf of said corporation. He [check one]:  is personally known to me or  has produced a valid driver's license as identification.

{Notary Seal}



Dawn M. Lange  
Notary Public, State of Florida  
Name: Dawn M. Lange  
My Commission Expires: HH 086976  
My Commission Number is: January 31, 2025

[Signature] Seller's Initials  
DS  
[Signature] County's Initials



**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:  
By: Michele Lieberman 5/16/2024  
0E708449BF5743D  
Michele Lieberman, County Manager



**APPROVED AS TO FORM**

DocuSigned by:  
David Forziano  
70E5E81DBE1E4D3...  
Alachua County Attorney's Office

 Seller's Initials  
 County's Initials

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

**Lots Eight (8), Nine (9), Ten (10) and Eleven (11) of NORTHWEST INDUSTRIAL PARK, UNIT NO. THREE (3), according to the map or plat thereof recorded in Plat Book “L”, Page 31 of the Public Records of Alachua County, Florida.**

 Seller's Initials  
 County's Initials

## EXHIBIT B – Permitted Exceptions

It is understood and agreed that the conveyance by Special Warranty Deed to be delivered by Sellers at Closing shall be subject to the following:

- (a) Laws, ordinances, restrictions, prohibitions, and governmental regulations, requirements, or rights held by governmental authority (including, but not limited to, building, zoning, land use, and any subdivision ordinances and regulations);
- (b) The following matters appearing in Attorney's Title Insurance Fund, Inc. title policy, Policy No. OPM-1837006 with an effective date of February 24, 2000 at 3:04 (copies of which have been provided to the County):
  - i. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Northwest Industrial Park Unit No. 3, as recorded in Plat Book "L", Page 31 of the Public Records of Alachua County, Florida (as amended or revised from time to time);
  - ii. Covenants, Conditions, and restrictions recorded December 3, 1981, in O.R. Book 1389, Page 555, Public Records of Alachua County, Florida; and
  - iii. Easement from Northwest Industrial Park in favor of City of Gainesville dated February 15, 2000, recorded February 24, 2000, at O.R. Book 2277, Page 1237 of the Public Records of Alachua County, Florida.
- (c) All matters shown on the Title Commitment which are not timely objected to by the County, excepting only Mandatory Removal Liens; provided, however, the County shall not be permitted to object to the exceptions for (i) taxes and assessments for the year of closing and subsequent years which are not yet due and payable; (ii) reservations of any oil, gas, or mineral interests (so long as the right of entry for same has been removed, released, or insured over by the Title Company); (iii) any rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling of such areas; (iv) the nature, extent, or existence (or non-existence) of riparian or littoral rights; and (v) any portion of the insured land lying waterward of the mean high-water line, and lands accreted thereto; and
- (d) Those matters disclosed by or depicted on the Survey, which are not a Title Defect, or in the event no Survey is obtained for the transaction, those matters that would otherwise be disclosed by an accurate and complete survey of the Property.

PROVIDED, however, no violation of the foregoing occurs or exists on the Property; the foregoing do not adversely affect marketability of title to the Property; and the foregoing do not prevent or substantially impair the County's use of the Property as commercial office and warehouse space.

## EXHIBIT C – Form of Receipt of Option Payment

\*\*\*\*\*

### Receipt of Option Payment

SALTER FEIBER, P.A. hereby acknowledges receipt of the Option Payment from County in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Print name: \_\_\_\_\_

 Seller's Initials  
 County's Initials



## EXHIBIT D – Beneficial Interest and Disclosure Affidavit Form

### AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me, the undersigned authority, personally appeared **T. Brookes Burkhardt, Jr.** (“Affiant”), a President of Burkhardt Distributing of Gainesville, Inc., a Florida corporation, 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 of record by BURKHARDT DISTRIBUTING OF GAINESVILLE, INC., a Florida corporation (the “Owner”). Affiant is authorized to make this affidavit on behalf of BURKHARDT DISTRIBUTING OF GAINESVILLE, INC.

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:

*See Exhibit “B” attached hereto.*

Further Affiant Sayeth Naught.

DATED as of: \_\_\_\_\_

**AFFIANT:**



\_\_\_\_\_  
T. Brookes Burkhardt, Jr., as President of  
Burkhardt Distributing of Gainesville, Inc.,  
a Florida corporation

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me by means of physical presence or online notarization on March \_\_\_\_\_, 2024 by T. Brookes Burkhardt, Jr., as President of Burkhardt Distributing of Gainesville, Inc., a Florida corporation, on behalf of said corporation, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

Sign: \_\_\_\_\_

Print: \_\_\_\_\_



{S E A L}

 Seller's Initials  
 County's Initials

**EXHIBIT "A"**

**Legal Description of the Property**

Lots Eight (8), Nine (9), Ten (10) and Eleven (11) of NORTHWEST INDUSTRIAL PARK, UNIT NO. THREE (3), according to the map or plat thereof recorded in Plat Book "L", Page 31 of the Public Records of Alachua County, Florida.

 Seller's Initials  
 County's Initials

**EXHIBIT "B"**



**Names and Addresses of all Parties having any Beneficial Interest in Owner**

1. T. Brookes Burkhardt, Jr., whose address is 242 Fiddlers Point Drive, St. Augustine, Florida 32080.
2. Daniel Paul Burkhardt, Sr., whose address is 6414 NW 47<sup>th</sup> Place, Gainesville, Florida 32653.
3. Peter Michael Burkhardt, whose address is 805 Tuckaway Lane, St. Augustine, Florida 32080.
4. Steven Gerard Burkhardt, Sr., whose address is 4278 Old A1A South, Palom Coast, Florida 32137.

[End of List]

## EXHIBIT E – Form of Special Warranty Deed

*[appears on following pages]*

 Seller's Initials  
 County's Initials

Prepared by and return to:

Alachua County Tax Parcel ID No.: 07878-030-008

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **BURKHARDT DISTRIBUTING OF GAINESVILLE, INC.**, a Florida corporation, whose address is 3935 Inman Road, St. Augustine, Florida 32084 (“Grantor”), to Alachua County , a charter county and a political subdivision of the State of Florida, whose post office address is \_\_\_\_\_ (“Grantee”).

[Wherever used herein, the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations and limited liability companies, wherever the context so admits or requires.]

**WITNESSETH:** Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee, all that certain land situated in Alachua County, Florida as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

**TOGETHER**, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

**SUBJECT TO**, in all cases, the encumbrances set forth on Exhibit B attached hereto (the “Permitted Encumbrances”); provided, however, this reference shall not serve to reimpose the same.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND**, Grantor hereby covenants with Grantee that, except for the Permitted Encumbrances, the Property is free from all encumbrances made by Grantor and that Grantor has good right, full organizational power, and lawful organizational authority to sell and convey said Property; and Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through, or under Grantor, but against none other, in all cases subject to the Permitted Encumbrances.

[Signature Pages Follow]

DS  
ML  
TPOB

**IN WITNESS WHEREOF**, Grantor has caused this Special Warranty Deed to be executed and delivered as of the day and year first above written.

Signed, sealed, and delivered in the presence of **GRANTOR:**  
[Witnesses]:

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

[Sign]: \_\_\_\_\_

[Print Name]:

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

[Witness 1 Address]:

Name: \_\_\_\_\_

[Sign]: \_\_\_\_\_

Its: \_\_\_\_\_

[Print Name]:

[Witness 2 Address]:

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of [check one]:  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Burkhardt Distributing of Gainesville, Inc., a Florida corporation, on behalf of said corporation. He [check one]:  is personally known to me or  has produced a valid driver's license as identification.


{Notary Seal}

\_\_\_\_\_  
Notary Public, State of Florida

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

DS  
ML  


**EXHIBIT A**  
**(to Special Warranty Deed)**

**Legal Description of the Property**

**[To be inserted at or before Closing]**

DS  
ML  
*[Handwritten Signature]*



**EXHIBIT B**  
**(to Special Warranty Deed)**

**Permitted Encumbrances**  
**[To be inserted at or before Closing]**

DS  
ML  
Tob

### Certificate Of Completion

Envelope Id: 442ABCAFB1943D59F3D8EC5B1007CE6	Status: Completed
Subject: Complete with DocuSign: Option Contract - Burkhardt Dist_.pdf	
Source Envelope:	
Document Pages: 41	Signatures: 1
Certificate Pages: 5	Initials: 41
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Thomas (Jon) Rouse
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	trouse@alachuacounty.us
	IP Address: 149.19.43.13

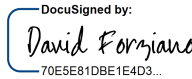
### Record Tracking

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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

### Signer Events

David Forziano  
dforziano@alachuacounty.us  
Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
70E5E81DBE1E4D3...  
Signature Adoption: Pre-selected Style  
Using IP Address: 163.120.80.11


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Signed: 5/15/2024 12:42:43 PM

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ID: 64124040-3dd9-4e93-9b56-757b83b044a0

Michele Lieberman  
cmsignature@alachuacounty.us  
County Manager  
Alachua County FL  
Security Level: Email, Account Authentication (None)

  
Signature Adoption: Pre-selected Style  
Using IP Address: 104.28.92.190  
Signed using mobile

Sent: 5/15/2024 12:42:44 PM  
Viewed: 5/16/2024 7:27:08 AM  
Signed: 5/16/2024 7:29:05 AM

### Electronic Record and Signature Disclosure:

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Danny Moore  
jdmoore@alachuacounty.us  
Capital Projects Coordinator  
ACBOCC  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/16/2024 7:29:06 AM  
Viewed: 5/16/2024 7:46:45 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	5/16/2024 7:29:05 AM
Completed	Security Checked	5/16/2024 7:29:06 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

**To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.

**Certificate Of Completion**

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Document Pages: 46	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Thomas (Jon) Rouse
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	trouse@alachuacounty.us
	IP Address: 163.120.80.69

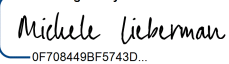
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Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

**Signer Events**

Michele Lieberman  
cmsignature@alachuacounty.us  
County Manager  
Alachua County FL  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
0F708449BF5743D...  
Signature Adoption: Pre-selected Style  
Using IP Address: 104.28.32.191  
Signed using mobile

**Timestamp**

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**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Danny Moore  
jdmoore@alachuacounty.us  
Capital Projects Coordinator  
ACBOCC  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/16/2024 8:20:09 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

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Envelope Updated	Security Checked	5/16/2024 9:54:51 AM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	5/16/2024 3:49:38 PM
Completed	Security Checked	5/16/2024 3:49:38 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**



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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

### **To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.