

**FIRST AMENDMENT
TO
OPTION CONTRACT TO PURCHASE REAL PROPERTY**

THIS FIRST AMENDMENT TO OPTION CONTRACT TO PURCHASE REAL PROPERTY (this "Amendment"), is made as of the 8th day of August 2024 (the "Effective Date"), by and between **BURKHARDT DISTRIBUTING OF GAINESVILLE, INC.**, a Florida corporation ("BDG"), and **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County").

W I T N E S S E T H:

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

B. WHEREAS, pursuant to Sections 6 through 10 of the Option, the County has inspected the Property, undertaken its Due Diligence on the Property, and timely delivered its Title and Survey Defect Notice to BDG on July 19, 2024 (the "Title Defect Notice");

C. WHEREAS, the County has completed a portion of its other Due Diligence on the Property, is satisfied with the results of its inspections to date (including, the Property's physical condition and environmental condition), and has not raised objections thereto;

D. WHEREAS, on July 29, 2024, BDG timely delivered its Responses to the Title Defect Notice ("BDG's Responses");

E. WHEREAS, in the BDG Responses, BDG agreed to satisfy certain objections in the Title Defect Notice ("BDG Cures");

F. WHEREAS, under Section 9.b. (as drafted and unamended), the County would have until August 8, 2024 to accept the Title Defects BDG elected not to cure or terminate the Option (the "Title Deadline");

G. WHEREAS, some of the items in the Title Defect Notice (the "Open Items"), as more particularly set out below, require additional information, cooperation and discussion between the parties, and input and/or action from various third parties to make a determination as to whether such items can be cured or resolved, including whether same can be cured in a timely and cost-effective manner, and what resolution might be an acceptable resolution to BDG and the County;

H. WHEREAS, at this point, the County does not desire to terminate the Option, and BDG does not desire the Option to be terminated by the County;

I. WHEREAS, to provide additional time for the parties to engage in discussions, gather additional information, evaluate potential solutions, and come to an agreement on the how best to address (or not to address) the Open Items, the parties have agreed to amend the Option to extend the Title Deadline under Section 9.b. solely for said purposes and in accordance with the terms and provisions of this Amendment.

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

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

2. Limitation and Waiver of Other Objections. Except with regard to the Open Items provided in Section 3 below, the Title Defect Notice, and the BDG Cures, the County hereby certifies and confirms the County is satisfied with the Property and title thereof. Except as expressly provided to the contrary in Section 3 below and as provided in the Title Defect Notice, the County waives all objections known to the County which the County has or might have under the Option or otherwise; provided, however, that the County may still object to and any new title matters not appearing in the initial Title Commitment No. 1529930 (Title Agent File No. 24-0173.7 VS) issued by Salter Feiber, P.A. as agent of Old Republic National Title Insurance Company and effective July 10, 2024 at 11:00 P.M. (the "Title Commitment") but arising after the date of, and first appearing in any subsequent updates to, the Title Commitment, in all cases excluding the Permitted Exceptions and any matters shown on the current Survey prepared by eda consultants inc., under Project No. 2024-0051-S00 ((Field Book 1089, Page 49-56), dated April 23, 2024 and last revised and certified by William Graver, PSM 4239, on July 17, 2024 (the "Survey").

3. Extension of Title Deadline. Section 9.b. of the Option is amended to provide that 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) shall have until August 30, 2024 (the "Extended Deadline") within which to notify BDG [Seller] in writing that the County (1) accepts the then-current agreements between the parties concerning resolution of the Open Items (which agreements will be memorialized in a future Option amendment) and will close this transaction according to the terms of the Option without reduction in the Purchase Price; or (2) terminates the Option by written notice to BDG, 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 the Option, except those that expressly survive termination or expiration of the Option. 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).

During the period of the Extended Deadline, the parties will work cooperatively to address and find acceptable resolutions (or, in BDG's discretion, opt not to resolve) the following Open Items:

- a. [Omitted]
- b. **Survey Matters - Items [i], [ii], [iv], [v], and [viii]** – Encroachments on Internal Setback lines.

c. **Survey Matters – Item [iii]** – Encroachment on 20’ Public Utilities Easement shown on Plat. The City of Gainesville’s interest in the PUE was released by instrument recorded at OR 2277, Page 1240.

d. **Survey Matters – Item [vi]** – Off-Site Utility Use (Underground Electric Line).

e. **Survey Matters – Item [vii]** – Off-Site Utility Use (Underground Water Line).

4. No Extension of Other Dates and Deadlines. Only the Title Deadline is being extended by this Amendment as provided in Section 3. All other dates and deadlines under the Option Agreement remain unchanged and are not extended by this Amendment. Nothing in this Amendment shall be deemed to affect, limit, or waive (a) the County’s right to terminate the Option pursuant to the Inspection Period; or (b) the Alachua County Board of County Commissioners’ (i) right to elect to exercise its option to purchase the Property, or (ii) right to refuse to elect to exercise its option to purchase the Property, as may be determined in the sole and exclusive discretion of the Alachua County Board of County Commissioners.

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

6. Effect of Amendment. In the event of any inconsistencies between this Amendment and the Option, the terms of this Amendment shall govern and control. Except as provided for herein, all other terms and conditions of the Option shall remain unchanged, and the parties hereby reaffirm the terms and conditions of such Option. This Amendment may only be varied by a document, in writing, of even or subsequent date hereof, executed by the parties hereto. All future references to the Option shall include this Amendment.

7. Acknowledgement. Closing Agent has joined in this Amendment for the sole purpose of acknowledging this Amendment and extension of the Title Deadline hereunder.

[Signature Page(s) Follow]

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

BDG:

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

By:

A handwritten signature in blue ink, appearing to read 'T. Brookes Burkhardt, Jr.', is written over a horizontal line.

T. Brookes Burkhardt, Jr., as its President

EXECUTED this ____ day of _____, 2024, by the County Manager, on behalf of Alachua County, a charter county and political subdivision of the State of Florida, acting within her signature authority as granted by the Board of County Commissioners to be effective as of the Effective Date.

ALACHUA COUNTY

Signed by:
By: Michele Lieberman 2024
0F708449BF5743D...

Michele Lieberman, County Manager

APPROVED AS TO FORM

DocuSigned by:
David Forziano
70E5E81DBE1E4D3...

Alachua County Attorney's Office

ACKNOWLEDGEMENT OF CLOSING AGENT

“Closing Agent”:

Salter Feiber, P.A.

By: Signed by:
David E. Menet
1A43C9061FA5446... 8/9/2024 | 1:08 PM EDT
David E. Menet, Shareholder

Certificate Of Completion

Envelope Id: 19BC9DE674904BCEA42CB20E65D063B4 Status: Completed
 Subject: Complete with Docusign: First Amendment to Option Contract - Burkhardt Distrib. of Gainesville ...
 Source Envelope:
 Document Pages: 6 Signatures: 2 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Thomas (Jon) Rouse
 AutoNav: Enabled trouse@alachuacounty.us
 EnvelopeId Stamping: Enabled IP Address: 149.19.43.13
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: Thomas (Jon) Rouse Location: DocuSign
 8/8/2024 4:54:40 PM trouse@alachuacounty.us
 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:

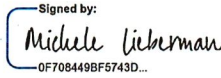
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 Signature Adoption: Pre-selected Style
 Using IP Address: 163.120.80.69

Timestamp

Sent: 8/8/2024 4:58:06 PM
 Viewed: 8/8/2024 5:03:56 PM
 Signed: 8/8/2024 5:05:01 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/2/2020 2:02:38 PM
 ID: 64124040-3dd9-4e93-9b56-757b83b044a0

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

Signed by:

 0F708449BF5743D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 104.28.92.187
 Signed using mobile

Sent: 8/8/2024 5:05:03 PM
 Viewed: 8/9/2024 12:58:07 PM
 Signed: 8/9/2024 12:58:25 PM

Electronic Record and Signature Disclosure:
 Accepted: 8/9/2024 12:58:07 PM
 ID: d8af06c8-10ab-42af-b59e-866d7001204f

In Person Signer Events	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

C. Perry Peeples
 <cpeeples@alachuacounty.us>
 cpeeples@alachuacounty.us
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/9/2024 12:58:26 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
David Menet davidm@salterlaw.net President Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 8/9/2024 12:58:27 PM Viewed: 8/9/2024 1:01:16 PM
Electronic Record and Signature Disclosure: Accepted: 3/20/2024 12:06:57 PM ID: 8c2655c9-e9cb-44ed-89ff-1cd6bf17bba1		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2024 4:58:06 PM
Certified Delivered	Security Checked	8/9/2024 12:58:07 PM
Signing Complete	Security Checked	8/9/2024 12:58:25 PM
Completed	Security Checked	8/9/2024 12:58:27 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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

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 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 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 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.