

DONATION AGREEMENT
BETWEEN ALACHUA COUNTY AND THE LASER INVESTMENT GROUP, LLC

June **THIS AGREEMENT** ("Agreement") made and entered into this 23rd day of June, 2025, by and between **The Laser Investment Group, LLC**, a Manager-managed Florida limited liability company, hereinafter referred to as the "Donor," and **Alachua County**, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County." (Collectively, the Donor and the County are hereinafter referred to as "Parties").

WITNESSETH:

WHEREAS, the Donor owns fee simple title to the real property that is more particularly described in paragraph 3.a. (the "**Property**"); and

WHEREAS, the Property is part of a larger development known as "Tech City" currently being planned and constructed by the Donor; and

WHEREAS, the Donor has determined that it is in Donor's financial interest and a benefit to the Donor's development of Tech City to donate the Property to the County for use as a Fire and Rescue Station; and

WHEREAS, the Donor has offered to donate the Property to the County for use as a Fire and Rescue Station (the "**Donation**"); and

WHEREAS, the County desires to accept the Donation of the Property to construct and operate a Fire and Rescue station in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual 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:

[Signature] Donor's Initials

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1. **EFFECTIVE DATE.** This Agreement shall become effective as of the day and year upon which both Donor and the County have executed this Agreement as set forth on the signature page hereof ("**Effective Date**").

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 16th 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 Donor, regarding the Agreement and this transaction.

Title Commitment shall mean the written commitment of a Florida licensed title insurance company to insure and provide title insurance policies to the County. The Closing Agent shall ensure the County is the named insured for the Property.

Survey shall mean the ATLA 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 the County, the Donor, 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. **DONATION OF THE PROPERTY.**

a. Donation and Acceptance. Donor hereby irrevocably offers to donate the Property to the County (the "Donation"), and hereby irrevocably grants to County the right to accept the Donation of the real property (the "**Acceptance**") consisting of approximately 1.03 acres, more or less, and being more particularly described in **Exhibit "A"** and **Exhibit "B"** attached hereto and expressly made a part of this Agreement; together with all

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easements, rights-of-way, privileges, benefits, contract rights, development rights, appurtenances, hereditaments, and riparian and littoral rights, permits, licenses or approvals associated with said real estate (collectively, the **"Property"**). The County may exercise its Acceptance within one year after the Effective Date, unless extended by other provisions of this Agreement (**"Acceptance Period"**). This Agreement becomes legally binding upon execution by the Parties, but Acceptance of the Donation 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 Acceptance of the Donation to Donor. The Notice of Acceptance Form attached as **Exhibit F**, or an equivalent written notice, shall be used for this purpose.

b. Acceptance of Donation. To accept the Donation of the Property, the Board must approve the Acceptance of the Donation and the County must deliver written notice of its Acceptance of Donation to Donor pursuant to the notice provisions contained within Paragraph 27 herein prior to the expiration of the Acceptance Period (**"Acceptance Date"**). The decision to accept the Donation rests within the sole and absolute discretion of the Board and the Board may decide to accept the Donation of the Property, or to not accept the Donation of the Property, for any reason whatsoever or for no reason at all. If the County does not deliver written Notice of Acceptance of Donation to Donor prior to the Acceptance Date, this Agreement shall automatically terminate, the Donor shall be entitled to retain the Property and neither Party shall have any further rights or obligations under this Agreement.

c. Conditions of Acceptance. Prior to Acceptance of the Donation, Donor shall satisfy all of the following conditions and deliver to the County conclusive proof that all such conditions are satisfied. Failure to satisfy any of the Conditions of Acceptance shall constitute **"Title Defects"** for purposes of this Agreement.


i. Donor shall comply with all conditions of development, including but not limited to the conditions set forth in **Exhibit "C"** and **Exhibit "D"** attached hereto and incorporated by reference.

ii. Donor shall amend any and all covenants and restrictions applicable to the Property (**"Declaration"**), for so long as the County owns the Property, to provide as follows:

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- i. Any and all terms, covenants, or provisions of the Declaration which authorize or impose any lien, claim, or encumbrance against the Property to secure payment of any fee, charge, or Assessment against the Property, or which authorize foreclosure of such lien, claim, or encumbrance against the Property, shall be stayed, and shall be and remain unenforceable against the County and the Property.
- ii. All provisions which impose an "Assessment" or "monetary fine" against the Property, including, but not limited to "Common Assessment," "Special Assessment", "Reconstruction Assessment", or otherwise, shall be subject to annual budgetary appropriation by County's Board of Commissioners for each applicable fiscal year in accordance with constraints under the Constitution of the State of Florida. The Association, however, shall not be limited or restricted from pursuing any or all of its lawful remedies (excluding foreclosure) available to it in the event County should fail or refuse to pay any Assessments.
- iii. All provisions which impose a release, indemnification, and/or hold harmless obligation upon the owner of the Property shall not apply to the County; and neither the County, nor the Property, shall be subject to any charge, claim, or Assessment for payment of any amounts owed by the Association in connection therewith, except that the association, or Developer may impose a charge for Common Area Maintenance "CAM" which charge shall not include amounts for taxes and insurance, but which will be a prorate charge, based on the square-footage of the Fire and Rescue Station for the purpose of maintaining the safety and aesthetics of the Common Area of the Property, including but not limited to the storm basin and green spaces associated therewith.
- iv. All provisions which require the owner of the Property to maintain insurance shall not apply to the County or to the Property. This shall not be construed, however, to imply that the County, in the event of damage or destruction of any structure constructed on the Property, is not obligated to repair or to reconstruct the damaged or destroyed structure, as well as to clear the Property of all debris.
- v. County intends to use the Property as a Fire and Rescue Station in order to carry out the purposes and intent of the statutory authority of the County, presently existing or that may be enacted in the future; therefore, provisions contained in the Declaration, and in other Association documents such as the Articles of Incorporation, By-laws, Rules and Regulations and Guidelines, which conflict with this purpose, or any other use made of the Property by the County, in order to carry out the purposes and intent of the

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statutory authority of the County, presently existing or that may be enacted in the future, shall neither apply to the County, nor the Property, provided, however, that such amendment shall not authorize the County to violate any County Codes or other governmental restrictions.

vi.If, and to the extent that, any indemnification obligation of the Association shall result in the levying of an assessment by the Association on the Members to cover the cost to the Association of such indemnification, then such assessment shall not be levied upon, or valid against the County or the Property.

vii.In the event of any conflict between the provisions of the Declaration, as amended herein, and those provisions contained in other Association documents, such as the Articles of Incorporation, By-laws, Rules and Regulations and Guidelines, the provisions of this Amendment will prevail and the provisions of this Amendment will supersede any conflict.

4. **DOCUMENTS AND INFORMATION DONOR SHALL PROVIDE.** The Donor shall furnish to the County, within 15 days of the Effective Date, the following documents and information:

a. Copies of all title insurance policies, commitments, abstracts, opinions, searches and/or reports for any portion of the Property in the Donor's possession or control.

b. Copies of all Environmental Reports in the Donor's possession or control.

c. Copies of all surveys of any portion of the Property in the Donor's possession or control.

d. Copies of all engineering reports, reports on water and utility availability and quality, site plans, zoning or other land use applications or stipulations or agreements, and copies of any permits or licenses which relate to the Property.

e. Copies of all leases, contracts, options, easements, licenses, mortgages, financing statements, security agreements, judgments, liens, claims of lien, tax assessment records, and all similar documents, known to the Donor, which are then in effect and may affect the title to the Property or the Donor's ability to convey fee simple title to the Property.

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

5. **DUE DILIGENCE INSPECTIONS.** During the Acceptance Period, the County may conduct any surveys, surface and subsurface explorations, 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 of the Property as a Fire and Rescue Station ("**Inspections**"). During the Acceptance Period, the County may conduct any Inspections which the County deems necessary to determine to the County's satisfaction the Property's environmental; historical; 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; availability of permits, government approvals and licenses; absence of 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. The County will deliver written notice to Donor prior to the expiration of the Acceptance Period of the County's determination of whether or not the Property is acceptable. Donor grants to the County, its agents, contractors and assigns, the right to enter the Property at any time during the Acceptance Period for the purpose of conducting Inspections; provided, however, that the County, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. The County will hold Donor harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by the County. The County will not engage in any activity that could result in a lien being filed against the Property without the Donor's prior written consent. In the event this transaction does not close, (1) 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 (2) the County will, at the County's expense release to the Donor all reports and other work generated as a result of the Inspections. Should the County deliver timely notice that the Property is not acceptable, this Agreement shall automatically terminate and neither Party shall have any further rights or obligations under this Agreement.

6. **EVIDENCE OF TITLE AND TITLE INSURANCE.** After receiving notice from Donor that all of the Conditions of Acceptance set forth in paragraph 3.c. have been

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satisfied, the County shall obtain the Title Commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Property from a recognized title insurance company doing business in the Alachua County area. The Title Commitment shall describe the Property, shall be dated later than the Acceptance Date, shall be in an amount acceptable to the County, 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, with legal access to the Property including the Primary Access Road. Any exceptions shown on the Title Commitment other than the standard exceptions that shall be discharged by the Donor at or before closing, shall constitute "**Title Defects**" for purposes of this Agreement.

7. **SURVEY.** The County shall perform and obtain the Survey during the Inspection Period. If the Survey shows (i) any encroachments on the Property, or that improvements, if any, on the Property encroach on other lands, or (ii) that the Property is not contiguous to a publicly dedicated right of way, or (iii) any other facts that affect the marketability of the title to the Property, then any such facts or matters so shown shall constitute a "**Title Defect**" for purposes of Paragraph 8.

8. **TITLE DEFECTS.** If either the Survey or the Title Commitment reveals any Title Defects, or if the County determines that any of the Conditions of Acceptance have not been satisfied, the County shall give written notice to Donor of any such Title Defects prior to the expiration of the Acceptance Period. The County may either: (a) accept the Title Defects and close the Donation according to the terms of this Agreement, as may be determined and elected by the County Manager without further approval by the Board, or (b) terminate this Agreement by written notice to the Donor, as may be determined and elected by the County Manager without further approval by the Board, whereupon neither Party shall have any further rights or obligations under this Agreement. Notwithstanding anything else herein to the contrary, the Donor shall, at closing, pay off, fully satisfy, and remove all encumbrances on the title to the Property which can be paid off and discharged from the sale proceeds, including, without limitation, mortgages, judgments, claims of lien and similar items.

9. **ENVIRONMENTAL SITE ASSESSMENT.** The County shall have the right to obtain an additional environmental site assessment of the Property during the Acceptance Period, which the County determines, in its sole discretion, to be satisfactory. If the results of the environmental site assessment or any environmental reports furnished to the County

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by a third party consultant or the Donor reveal that 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 provide written notice to the Donor of the Environmental Defects prior to the expiration of the Inspection Period. The County may either: (a) accept the Environmental Defects and accept the Donation according to the terms of this Agreement, or (b) terminate this Agreement by written notice to the Donor, as may be determined and elected by the County Manager without further approval by the Board, whereupon neither Party shall have any further rights or obligations under this Agreement.

10. **CLOSING DATE.** This transaction shall be closed and fee simple title to the Property shall be transferred to the County at a date and time as determined by the County, no later than 60 days after the Acceptance Date (the “**Closing Date**”), at or through the offices of the Closing Agent, unless otherwise provided for herein or agreed to by the Parties in writing. The County Manager may terminate this Agreement, or extend the Closing Date, on behalf of the County without further approval by the Board.

11. **EXPENSES.** The Parties shall pay closing costs and expenses as follows:

DONOR:

- Documentary stamp tax on the deed of conveyance;
- Preparation of all closing documents necessary to cure title defects (if any);
- Past due taxes (if any);
- Donor’s attorney’s fees; and
- Donor’s brokerage fees (if any).

COUNTY:

- Environmental site assessment costs;
- Survey;
- Title Insurance policy 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 title defects and are thus Donor’s responsibility);

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- Recording costs; and
- County's attorney's fees.

12. **AD VALOREM TAXES AND ASSESSMENTS ON THE PROPERTY.**

a. For the year of closing, the Donor 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 Donor 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 Donor 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.

13. **ASSESSMENTS AND FEES.** The Donor shall fully pay the following at or prior to closing: all non-ad valorem fees and assessments; unpaid public assessments for street, sidewalk or other improvements, if any; city or county garbage disposal fees, incineration fees, fire service fees, and the like; impact fees payable with respect to the Property; and any other fees or payments due to any governmental authority with respect to the Property.

14. **CLOSING DOCUMENTS:** The County's Public Works Director is 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 Donor 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 Donor must comply with the provisions of FIRPTA and any regulations or rules promulgated thereunder.

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b. Donor shall furnish an Owner's affidavit, in form acceptable to the Closing Agent, the title insurance company, and the County, sufficient to remove standard printed exceptions to title in the Policy regarding (i) rights or claims of parties in possession; and (ii) mechanic's liens.

c. An environmental affidavit affirming the Donor's representations and warranties listed in Paragraph 19.

d. IRS 1099 Form, if required.

e. Incumbency Certificate, Resolution and Affidavit, in form acceptable to the Closing Agent, from the Donor if the Donor is not a natural person.

f. Donor shall deliver satisfaction(s), release(s) or estoppel letters from lenders and others holding mortgages or liens on the Property.

g. Donor shall deliver an assignment of all of Donor'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.

h. Properly executed Affidavit of Disclosure of Beneficial Interest, attached hereto as **Exhibit "E"**.

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

15. **CONVEYANCE.** At closing, the Donor shall convey fee simple title of the Property to the County by general warranty deed, free and clear of all liens and encumbrances except for 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 deeds of conveyance shall: (1) utilize the "metes and bounds" legal descriptions of the Property; and (2) meet the standards of the Closing Agent and the County as to form. Possession of the Property shall pass to the County at the time of closing.

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16. **REVERTER.** Notwithstanding the foregoing, the conveyance of the land is conditioned upon the construction of a Fire and Rescue Station as provided herein. Except as otherwise provided herein, construction of such Fire and Rescue Station must begin no later than January 1, 2027 and be completed within a reasonable period of time after commencement of construction. The County, its successors and assigns, shall use the Property as a Fire and Rescue Station for a period of not less than twenty (20) years from the date of the conveyance of the Property. Should the County fail to begin and complete construction in accordance with the terms and conditions of this Agreement, or the County, its successors and assigns, fail to use the Property as a Fire and Rescue Station for a period of twenty (20) years from the date of conveyance of the Property, the Donor shall have the right to exercise this right of reverter, and the County shall convey the Property back to the Donor, its heirs, successors and assigns within 90 days thereof. This right of reverter shall automatically cease and terminate, and all rights of the Donor under this right of reverter shall automatically cease and terminate, upon the completion of the Fire and Rescue Station and the expiration of twenty (20) years from the date of conveyance of the Property.

17. **TIME IS OF THE ESSENCE.** In all matters relating to this Agreement, **TIME IS OF THE ESSENCE.** Notwithstanding the foregoing, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. In the event of a Force Majeure event, construction and completion of the Fire and Rescue Station may be delayed by up to one (1) year from the dates contained in Paragraph 16.

18. **NO ALTERATIONS AND CONDITION OF PROPERTY.** After the Effective Date, the Donor 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, without the prior written consent of County, which may be executed by the County Manager.

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19. **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 Donor herein shall be correct statements of fact as said facts exist as of the Closing Date, and at all times between the Effective Date and the Closing Date.

b. All terms, covenants, agreements and provisions of this Agreement to be complied with and performed by the Donor on or before the Closing Date shall have been duly complied with or performed.

20. **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF DONOR.** The Donor hereby represents, warrants, and covenants to and with the County as follows:

a. Except for those matters that will be discharged at closing, the Donor, and only the Donor, holds fee simple title to the Property and neither the Donor 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, Donor 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 the 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 Agreement on behalf of the Donor is fully and duly authorized to do so by Donor, and any and all actions required to make this Agreement and the performance thereof legally binding obligations of Donor, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for Donor to enter into or perform this transaction.

d. Donor has paid (or covenants that they will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property, subject to the proration therein provided.

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e. Except for any liens, encumbrances, or charges against the Property specifically disclosed in this Agreement, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Donor or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or charges, which could adversely affect title to the Property after the Effective Date or the Closing Date, and Donor has no knowledge of any matters pending that could 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 Donor will not cause, permit, suffer, or allow any change, modification or alternation to be made to the Property, or any part or portion thereof, or its physical condition without the prior written consent of County.

g. There are no leases of the Property, or any portion thereof.

h. Donor represents that during its ownership the Property has never been used for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials, and no such toxic or hazardous waste or materials are 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 or regulations under any federal, state, or local law, statute, regulation, rule or ordinance.

i. To the best of the Donor's actual information and belief, no party has ever used the Property as a dump, landfill or garbage disposal site.

j. To the best of the Donor's actual information and belief, the Property presently complies with all applicable environmental laws, rules and regulations.

k. The Donor is unaware of any previous violations of applicable environmental laws, rules and regulations regarding the Property.

l. The Donor 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. The Donor shall, after closing, indemnify, defend and hold the County harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other

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expenses, (including but not limited to attorney's fees, court costs, and agency costs of investigation) for actual damage to the environment, personal injury or death, or damage to property, due to a release or alleged release of hazardous materials on or under the Property or in the surface or ground water located on or under the Property, or gaseous emissions from the Property or any other adverse environmental condition existing on the Property, occurring prior to closing, that is caused by, arising from or any way related to the invalidity of the foregoing representations.

m. The Donor is not aware that there are any endangered species (as defined by state or federal law) on the Property.

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

o. At closing, Donor shall transfer sole and exclusive possession of the Property to the County.

p. There are no actions, suits or proceedings of any kind or nature whatsoever legal or equitable, actual or threatened, affecting the Property, or any portion thereof, or relating to or arising out of the 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. No commitments have been made, to the best of Donor's knowledge, to any governmental authority, utility company, school board, church or other religious body, or any homeowner's association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon County, or its successors or assigns, to make any contribution or dedications or money or land, or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property, or any part thereof.

r. No person, firm or other legal entity other than County has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

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s. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Donor of any provision of any agreement or other instrument to which Donor is a party or to which Donor 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 Donor.

t. Donor is not aware of any information or facts concerning the physical condition or the Property, or the existing or proposed governmental regulation of the use or development of the Property, which would materially or adversely affect the value or use thereof which has not been disclosed to County in writing. In the event that changes occur as to any information, documents, or exhibits referred to in any part of this Agreement, Donor will immediately disclose same to County when first available to Donor.

u. No representation, warranty or covenant in this Agreement, nor any document, certificate or exhibit given or delivered to County pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of a material fact, or omits a material fact necessary to make the statements contained therein true in the light of the circumstances under which they were made.

v. Donor 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 Donor becoming bankrupt or insolvent.

w. Donor represents and warrants that the Primary Access Road depicted in Exhibit "B" has been fully constructed, is open to public use, and has been built to accommodate the weight and turning radius of Alachua County Fire Department vehicles. Donor further warrants that the County has legal and insurable access to utilize the Primary Access Road. This warranty shall survive closing.

x. Donor represents and warrants to the County that any cemetery or human remains formerly located on or within the Property have been lawfully and completely removed and relocated in accordance with all applicable federal, state, and local laws, rules, and regulations. Such relocation was performed under the supervision of a licensed funeral

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home and a qualified archaeologist. No human remains are currently located within the Property. This warranty shall survive closing.

y. Donor represents and warrants to the County that all utilities necessary to serve a Fire & Rescue Station—including, but not limited to, potable water, sanitary sewer, and electricity—have been made available and are stubbed to the Property. Donor further represents that a utility survey has been provided confirming the location of said utility stub-outs. This warranty shall survive Closing.

z. Donor represents and warrants to the County that the current zoning, land use designation, and applicable development standards for the Property allow for the construction and operation of a Fire & Rescue Station as a permitted use. Donor further represents that no rezoning, land use amendment, or special exception is required for such use. This warranty shall survive Closing.

aa. Donor represents and warrants to the County that, to the best of Donor's knowledge and based on existing documentation, there are no jurisdictional wetlands located on the Property. Donor further represents and warrants that the Property lies outside of any designated floodplain and that the existing elevation of the Property is suitable for development and permitting as a Fire & Rescue Station. This warranty shall survive Closing.

21. **REPRESENTATIONS AND WARRANTIES OF THE COUNTY.** County hereby represents and warrants to Donor as follows:

a. No consent to the transaction contemplated by this Agreement by any person or entity other than County is required.

b. No representation, warranty or covenant in this Agreement, nor any document, certificate or exhibits given or delivered to Donor pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact necessary to make the statement contained therein true in light of the circumstances under which they were made.

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22. **CONTINUING REPRESENTATION AND WARRANTIES.** The respective representations, warranties, covenants and agreements of the Donor and County contained in this Agreement shall survive the closing of this transaction and remain in effect.

23. **EMINENT DOMAIN.** The Donor has no knowledge of any threatened or pending eminent domain proceedings affecting the Property. In the event eminent domain proceedings are pending (without Donor's knowledge) or instituted after the Effective Date, to acquire all or any part of Property, the Parties agree that:

a. The Donor shall, upon discovery, immediately 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 Donor receives them.

b. The County may either: (i) terminate this Agreement by written notice to the Donor, whereupon the Parties shall be relieved of all further obligations under the Agreement; or (ii) the County may elect to keep the Agreement in full force and effect and assume sole control and direction (including settlement authority) of the eminent domain proceedings. The County shall receive any eminent domain award. The Donor shall execute all assignments or documents as are necessary to accomplish the same.

24. **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 Donation of the Property.

25. **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 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 Agreement 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

 Donor's Initials

____ County's Initials

bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

26. **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 Agreement.

27. **NOTICES.** Any notice, demand, request, or other communication required or permitted by this Agreement or by law shall be in writing, and shall be deemed to be given when (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express) to the following addresses:

Donor:

The Laser Investment Group, LLC
13900 Tech City Circle, Suite 100
Alachua, FL 32615

County:

County Manager
12 SE 1st Street
2nd Floor
Gainesville, Florida 32601

and

Alachua County Public Works Department
5620 NW 120th Lane
Gainesville, Florida 32653
Attention: Director

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

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____ County's Initials

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.

28. DEFAULT.

a. If the County fails to consummate the acquisition of the Property in accordance with the terms of this Agreement for any reason other than Donor's default or the County's termination of this Agreement as allowed herein, Donor's sole remedy against the County shall be to retain the Property as liquidated and agreed upon damages, and all Parties shall be relieved from any further obligations under this Agreement. It is agreed by the Parties that such remedy is a fair and reasonable measure of the damages to be suffered by Donor in the event of such default and that the exact amount thereof is incapable of ascertainment.

b. In the event Donor breaches its covenant to convey the Property to the County or otherwise fails to perform its obligations under this Agreement, for any reason except for the County's default, the County shall be entitled to pursue any and all remedies available under law or equity, including specific performance, and to seek and recover any and all damages available to the County under law or in equity.

29. TERMINATION. If the County does not accept the Donation prior to the expiration of the Acceptance Period or this Agreement is terminated by either party as allowed herein, all Parties shall be released from any further obligation under this Agreement.

30. ASSIGNMENT. This Agreement may not be assigned by either party without the written consent of the other party.

31. PERSONS BOUND. This Agreement 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.

 Donor's Initials

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32. **ESCROW.** Any escrow agent 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 Agreement. 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 Donor. In the event of doubt as to the escrow agent's duties or liabilities under the provisions of this Agreement, the escrow agent may in agent's 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 escrow 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 escrow 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 Donor wherein the escrow agent is made a party by virtue of acting as an escrow agent hereunder, or in the event of any suit wherein escrow agent interpleads the subject matter of this escrow, the 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 escrow agent shall not be liable to any party or person whomsoever for misdelivery to County or Donor of items subject to escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the agent.

33. **ENTIRE AGREEMENT.** This Agreement 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 Agreement, which alone fully and completely expresses the agreements and understandings of the Parties hereto. This Agreement may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all Parties. County Manager may, in their sole discretion, extend any of the dates herein if so requested by the Donor.

34. **APPLICABLE LAW; VENUE.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.

 Donor's Initials

____ County's Initials

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

36. **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 Agreement. 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.

37. **SEVERABILITY.** In the event any portion of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect if the deletion of such portion shall neither affect the overall intent of this Agreement, nor materially impair the benefits negotiated by each party hereunder.

38. **CONSTRUCTION.** The provisions of this Agreement have been carefully and fully negotiated between the Parties, each of which has relatively equal bargaining power. The terms of this Agreement 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 Agreement. 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.

39. **NO RECORDING OF AGREEMENT.** The Parties agree that neither the County nor the Donor shall cause this Agreement to be recorded in any public records relating to the Property.

40. **COUNTERPARTS.** This Agreement 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 Agreement. This Agreement may be executed and 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.

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41. **HEADINGS.** The captions and headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation hereof.

42. **WAIVER.** No provision of this Agreement 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 Agreement, 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 Agreement shall not exclude other remedies unless they are expressly excluded.

43. **Affidavit of No Coercion Pursuant to §787.06, Florida Statutes**

a. Section 787.06(13), Florida Statutes, requires any governmental entity when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.

b. The Donor will comply with this statutory requirement by completing and executing the Affidavit of No Coercion Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Agreement as **Exhibit G**.

(Remainder of Page Intentionally Left Blank)

 Donor's Initials

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EXECUTED this 23rd day of June, 2025, by the Donor.

DONOR:

The Laser Investment Group, LLC
a Florida limited liability company

By: [Signature]
Mitchell E. Glaeser
Its: Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

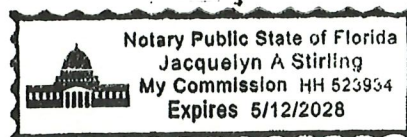
The foregoing instrument was acknowledged before me this 23 day of June, 2025 by Mitchell E. Glaeser, as Manager of The Laser Investment Group, LLC who is ☒ personally known to me or ☐ has produced _____ as identification.
(type of identification)

[Signature]
Notary Public – State of Florida

Print Name: Jacquelyn Stirling

Commission Number: HH 523934

Commission Expiration Date: 5/12/28



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EXECUTED this ____ day of _____, 2025, 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

By: _____
Michele Lieberman, County Manager

APPROVED AS TO FORM

Alachua County Attorney's Office

 Donor's Initials

____ County's Initials

EXHIBIT A

Legal Description – Proposed Tech City Fire Station Lot

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4637, PAGE 2216 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; THENCE WEST A DISTANCE OF 1313.40 FEET; THENCE NORTH A DISTANCE OF 218.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 (200 FOOT RIGHT-OF-WAY); THENCE NORTH 72°51'47" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 171.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A DELTA ANGLE OF 06°52'05", A RADIUS OF 11,424.66 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 69°24'13" WEST, 1,368.62 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1369.44 FEET; THENCE NORTH 66°00'17" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 58.98 FEET; THENCE NORTH 23°59'25" EAST, A DISTANCE OF 664.68 FEET; THENCE NORTH 66°04'35" WEST, A DISTANCE OF 265.85 FEET; THENCE NORTH 24°28'46" EAST, A DISTANCE OF 680.88 FEET; THENCE NORTH 65°49'12" WEST, A DISTANCE OF 500.01 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4637, PAGE 2216 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 65°49'12" WEST ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 167.86 FEET; THENCE SOUTH 24°02'31" WEST ALONG SAID BOUNDARY, A DISTANCE OF 19.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 24°02'31" WEST ALONG SAID BOUNDARY LINE, A DISTANCE OF 242.80 FEET; THENCE SOUTH 69°00'03" WEST, A DISTANCE OF 175.29 FEET; THENCE NORTH 20°59'57" WEST, A DISTANCE OF 171.56 FEET; THENCE NORTH 69°00'03" EAST, A DISTANCE OF 347.10 FEET TO THE POINT OF BEGINNING.

ALL BEING AND LYING IN SECTION 20, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; CONTAINING 1.03 ACRES, MORE OR LESS.

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____ County's Initials

County's Initials _____

EXHIBIT C:

CITY OF ALACHUA Planning & Zoning Board

IN RE: *EDA Engineers - Surveyors - Planners, Inc.'s Application
On behalf of The Laser Investment Group, LLC
For a Site Plan for the construction of two (2) ±30,100 square foot
Buildings and one (1) ±6,000 square foot Building
Located on a Portion of Tax Parcel Number 05962-002-000*

**ORDER GRANTING EDA ENGINEERS - SURVEYORS - PLANNERS, INC.'S APPLICATION
ON BEHALF OF THE LASER INVESTMENT GROUP, LLC
FOR A SITE PLAN FOR THE CONSTRUCTION OF
TWO (2) ±30,100 SQUARE FOOT BUILDINGS
AND ONE (2) ±6,000 SQUARE FOOT BUILDING
WITH CONDITIONS**

On April 16, 2019, the City of Alachua Planning & Zoning Board ("Board") conducted a quasi-judicial hearing on a site plan application for the construction of two (2) ±30,100 square foot buildings and one (1) ±6,000 square foot building with associated paving, grading, drainage, and infrastructure improvements ("Development") proposed by EDA Engineers - Surveyors - Planners, Inc., on behalf of The Laser Investment Group, LLC ("Applicant") (herein referred to as the "Hearing"). Based upon the competent substantial evidence presented during the Hearing, the Board finds that the Development, when developed in accordance with its terms and the conditions of approval set forth below, is:

1. Consistent with the City of Alachua's ("the City") Comprehensive Plan; and,
2. In compliance with the City's Land Development Regulations ("LDRs.")

Accordingly, the Board voted 4 - 0 to approve the Development with the following conditions:

CONDITIONS RECOMMENDED BY STAFF AND AGREED TO BY APPLICANT:

1. The applicant acknowledges and agrees that all potable water and sanitary sewer infrastructure line extensions necessary to serve the development, including but not limited to the water and wastewater extensions shown in this Site Plan and on the plans for off-site infrastructure extensions, prepared by EDA Engineers - Surveyors - Planners, Inc., shall be constructed, inspected, and deemed by the Public Services Department to have been constructed in accordance with the plans for such

Development Order for: The Laser Investment Group, LLC
 (San Felasco Tech City Phase 2)
 Tax Parcel 05962-002-000

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extensions prior to scheduling a final inspection for any building permit(s) associated with the development.

2. The applicant acknowledges and agrees that the subject property is located in the Alachua East Wastewater Collection Infrastructure Improvement Area (the "Area"), as designated within Chapter 38, Article VI. of the City of Alachua Code of Ordinances, Subpart A, and as such, is subject to all of the terms and conditions of Chapter 38, Article VI., including but not limited to the fees for the improvements to the wastewater collection system within the Area. The fee shall be paid at the time the development connects to the wastewater collection system. No final inspection will be conducted or wastewater services provided until the fees have been paid to the City. The applicant further acknowledges and agrees that, in accordance with Section 38-203 of the City of Alachua Code of Ordinances, fees for improvements within the Area shall be in addition to, and not in lieu of, any and all other fees and charges assessed by the City, including, but not limited to, capital facilities charges and meter installation charges.
3. The applicant agrees it shall perform a 100% gopher tortoise burrow survey prior to any development occurring within the Phase 2 project area, in accordance with the findings of the Environmental Resource Assessment performed by Ecosystem Research Corporation, dated January 29, 2019. Any protected species found on the subject property shall be relocated in accordance with State and Federal Law.
4. The applicant agrees it shall comply with all comments issued by the Public Services Department as provided in a memorandum from Rodolfo Valladares, P.E., Public Services Director, dated March 27, 2019 and found in Exhibit "B" - Supporting Application Materials Submitted by City Staff to the Planning & Zoning Board. The applicant shall obtain a confirmation from the Public Services Department that all comments have been addressed prior to applying for a building permit.
5. The applicant agrees, it shall obtain all other applicable local, state, and federal permits before the commencement of the development.
6. The applicant agrees that Conditions 1 - 5 as stated above do not inordinately burden the land and shall be binding upon the property owner, including any subsequent property owners, successors, or assigns, and that the development shall comply with Conditions 1 - 6 as stated herein.

Development Order for: The Laser Investment Group, LLC
(San Felasco Tech City Phase 2)
Tax Parcel 05962-002-000

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Attached to this Order as Exhibit "A" and incorporated by reference is the April 16, 2019, staff report submitted to the Board at the Hearing with all exhibits thereto.

DATED this 16th day of April, 2019. This Order shall not be final until thirty days after the date of this Order.

City of Alachua
Planning & Zoning Board

By:


Gary Thomas, Chairperson

Accepted and filed in the Official Records
of the City of Alachua, Florida, this 17th day
of April, 2019.

By:


Alan Henderson, Deputy City Clerk

Development Order for: The Laser Investment Group, LLC
(San Felasco Tech City Phase 2)
Tax Parcel 05962-002-000

Page 3

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EXHIBIT D:

CITY OF ALACHUA Planning & Zoning Board

IN RE: *EDA Engineers – Surveyors – Planners, Inc.'s Application
On behalf of The Laser Investment Group, LLC
For a Site Plan for the construction of a ±3,200 square foot Building and
74 Attached and Detached Dwelling Units
Located on Portions of Tax Parcel Numbers 05962-002-000, 05844-004-
001, 05855-005-000 and 05855-004-000*

**ORDER GRANTING EDA ENGINEERS – SURVEYORS – PLANNERS, INC.'S APPLICATION
ON BEHALF OF THE LASER INVESTMENT GROUP, LLC
FOR A SITE PLAN FOR A ±3,200 SQUARE FOOT BUILDING
AND 74 ATTACHED AND DETACHED DWELLING UNITS
WITH CONDITIONS**

On November 12 2019, the City of Alachua Planning & Zoning Board ("Board") conducted a quasi-judicial hearing on a site plan application for the construction of a ±3,200 square foot building and 74 attached and detached dwelling units, with associated utility infrastructure and site improvements ("Development") proposed by EDA Engineers – Surveyors – Planners, Inc., on behalf of The Laser Investment Group, LLC ("Applicant") (herein referred to as the "Hearing"). Based upon the competent substantial evidence presented during the Hearing, the Board finds that the Development, when developed in accordance with its terms and the conditions of approval set forth below, is:

1. Consistent with the City of Alachua's ("the City") Comprehensive Plan; and,
2. In compliance with the City's Land Development Regulations ("LDRs.")

Accordingly, the Board voted 5 - 0 to approve the Development with the following conditions:

CONDITIONS RECOMMENDED BY STAFF AND AGREED TO BY APPLICANT:

1. The applicant acknowledges and agrees that the subject property is located in the Alachua East Water Distribution Infrastructure Area and in the Alachua East Wastewater Collection Infrastructure Improvement Area (the "Areas"), as designated within Chapter 38, Article VI. of the City of Alachua Code of Ordinances, Subpart A, and as such, is subject to all of the terms and conditions of Chapter 38, Article VI., including but not limited to the fees for the improvements to the water distribution system and the wastewater collection system within the Areas. Fees shall be paid at the time the development connects to the water distribution system and at the time the development connects to the wastewater collection system. No final inspection will be conducted or water or wastewater services provided until the fees

Development Order for: The Laser Investment Group, LLC
(San Felasco Tech City Phase 3)
Tax Parcels 05962-002-000, 05844-004-001, 05855-005-000 and
05855-004-000

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have been paid to the City. The applicant further acknowledges and agrees that, in accordance with Section 38-203 and Section 38-204 of the City of Alachua Code of Ordinances, fees for improvements within the Areas shall be in addition to, and not in lieu of, any and all other fees and charges assessed by the City, including, but not limited to, capital facilities charges and meter installation charges.

2. The applicant agrees it shall perform a 100% gopher tortoise burrow survey prior to any development occurring within the Phase 3 project area, in accordance with the findings of the technical memorandum prepared by Peter M. Wallace of Ecosystem Research Corporation, dated October 13, 2019. Any protected species found on the subject property shall be relocated in accordance with State and Federal Law.
3. The applicant agrees that if any headstones, grave markers, or unmarked human remains are encountered during the development of the subject property, all site work shall cease and the applicant shall contact the State of Florida Department of State, Division of Historical Resources, the Alachua Police Department, and the Office of the Medical Examiner, District Eight, for further investigation. All site work shall cease until such agencies authorize site work to continue.
4. The applicant agrees it shall obtain all other applicable local, state, and federal permits before the commencement of the development.
5. The applicant agrees that Conditions 1 - 4 as stated above do not inordinately burden the land and shall be binding upon the property owner, including any subsequent property owners, successors, or assigns, and that the development shall comply with Conditions 1 - 5 as stated herein.

Attached to this Order as Exhibit "A" and incorporated by reference is the November 12, 2019, staff report submitted to the Board at the Hearing with all exhibits thereto.

DATED this 12th day of November, 2019. This Order shall not be final until thirty days after the date of this Order.

City of Alachua
Planning & Zoning Board

By: _____

Gary Thomas, Chairperson

Accepted and filed in the Official Records of
the City of Alachua, Florida, this 14th day of
November, 2019.

By: _____

Alan Henderson, Deputy City Clerk

Development Order for: The Laser Investment Group, LLC
(San Felasco Tech City Phase 3)
Tax Parcels 05962-002-000, 05844-004-001, 05855-005-000 and
05855-004-000

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EXHIBIT E
AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF Florida
COUNTY OF Alachua

Before me, the undersigned authority, personally appeared Mitch Glaeser
(the "Affiant") 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 property described in Exhibit "A", attached hereto (the "Property") located in Alachua County, Florida which is being conveyed to ALACHUA COUNTY, FLORIDA, a political subdivision of the state of Florida:
3. The Property is owned by The Laser Investment Group, LLC (the "Owner"). Affiant is an Authorized Person of Mitch Glaeser.
4. Affiant makes 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:

- a. _____, whose address is _____.
- b. _____, whose address is _____.
- c. _____, whose address is _____.

Further Affiant Sayeth Naught.

DATED: 6-23-25

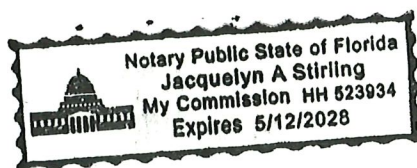
SIGNATURE: [Signature]

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me on June 23, 2025, by Mitch Glaeser
who is ☒ personally known to me or ☐ who has produced _____ as
identification.

Sign: [Signature]

{ S E A L }

Print: Jacquelyn Stirling



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_____ County's Initials

EXHIBIT F
NOTICE OF ACCEPTANCE OF DONATION

Via Certified U.S. Mail

RE: Donation Agreement between Alachua County and The Laser Investment Group, LLC effective _____ for the donation of 1.03 acres within Tech City (the "Agreement").

NOTICE OF ACCEPTANCE OF DONATION

Pursuant to the terms of the Agreement, the undersigned, Alachua County, a political subdivision of the state of Florida, (the "County"), hereby provides notice, as required in Paragraphs 3.a and 3.b "Donation and Acceptance" and Paragraph 27 "Notices" of the Agreement, that the County hereby exercises its option to accept the donation from The Laser Investment Group, LLC (the "Donor") of the fee property and all appurtenances more fully described in Exhibit "A" of the Agreement (the "Property"). Nothing herein shall be deemed to waive or release any rights of the County under the Agreement, including but not limited to the County's rights to inspect the Property during the Inspection Period or terminate the Agreement for any of the reasons enumerated in the Agreement, nor shall anything herein be deemed to waive or release any duties, obligation, representations, warranties or covenants of Donor under the Agreement.

This Notice of Acceptance of Donation is hereby executed this ____ day of _____, 2025.

OPTIONEE:

ALACHUA COUNTY

By: _____
Michele Lieberman, County Manager

APPROVED AS TO FORM

Alachua County Attorney's Office

 Donor's Initials

____ County's Initials

Exhibit 5: No Coercion for Labor or Services Affidavit

AFFIDAVIT OF NO COERCION

PURSUANT TO §787.06, FLORIDA STATUTES

State of Florida

County of Alachua

I, Mitch Glaeser [insert full legal name of the person providing this affidavit], as Managing Member [insert corporate title of the person providing this affidavit] of the Laser Investment Group LLC [organization], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of the Laser Investment Group LLC [organization].
3. I attest and affirm that Laser Investment Group LLC [organization] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Mitch Glaeser

Signature

Mitch Glaeser

Name Printed

6-23-25

Date Signed

Mitch Glaeser Donor's Initials

____ County's Initials