

PURCHASE AND SALE CONTRACT

(Sale of County Property)

This contract is made and entered into between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as ("Seller"), whose mailing address is 12 SE First Street, Gainesville, FL 32601, and Maxwell Danford and Jaina Azevedo whose mailing address is 9009 SW 135th Place, Archer, FL 32618 ("Buyers").

1. **PROPERTY.** Seller is the owner of the real property in Alachua County, Florida described as follows (the "Property"): Tax parcel number: 07399-100-016 Location: 9009 SW 135th Place, Archer, FL 32618 , together with the buildings and improvements thereon, and including all fixtures and articles of personal property attached to or appurtenant to or used in connection with the premises as well as easements, rights-of-way, privileges, benefits, contract rights, development rights, together with all appurtenances, hereditaments, and riparian and littoral rights, permits, licenses or approvals associated with said real estate (collectively, the "Property, and legally described in Exhibit "A").
2. **PURCHASE PRICE.** Seller agrees to sell to Buyers, and Buyers agree to purchase from Seller, the property for a purchase price of \$29,579.34 (Twenty Nine Thousand Five Hundred and Seventy Nine Dollars and 34 /100 cents) which is inclusive of fees and costs, delinquent taxes, and is subject to adjustments, credits, and prorations as set forth in this Contract (the "Purchase Price"). All rent paid by Buyers in accordance with lease of the Property will be deducted from the purchase price at Closing. County staff shall send the Closing Agent the total amount of Rent paid by the Buyers prior to closing. Buyers will pay the purchase price to Seller before or at closing in certified funds, cashier's check, or by wire transfer of funds in accordance with the instructions sent to the Buyers from the Closing Agent.
3. **TITLE INSURANCE.** Seller is not providing Title Insurance. If Buyers elect to obtain title insurance, Buyers shall pay for Owner's Policy and charges for closing services related to Buyers' policy, endorsements and other closing costs as provided by the Closing Agent. The Buyers may obtain a title commitment prior to closing at their own expense.
4. **EFFECTIVE DATE.** This Contract shall become effective as of the date this Contract is fully executed by the Parties as set forth on the signature page hereof ("Effective Date").
5. **INSPECTIONS.** The Buyers shall have ten (10) days from the Effective date ("**Inspection Period**") to conduct any inspections of the Property at their own expense. If Buyers determine in Buyers' sole discretion that the Property is not

acceptable to Buyers, Buyers may terminate this Contract by delivering written notice to the Seller prior to the expiration of the Inspection Period.

- a. The Buyers and their agents, servants, employees, representatives, consultants, contractors, or licensees shall have the right of entry upon the Property during the Inspection Period for all lawful purposes associated with this Contract. Such lawful purposes shall include, but are not limited to the following: inspecting, surveying, photographing, appraising, environmental assessments and taking soil, water and plant samples using borings, probes and test wells.
 - b. The Buyers shall return the Property to its existing condition on the Effective Date of this Contract to the extent possible. Buyers shall repair any and all damage to the Property that occurs as a result of their inspections or any acts of their agents or contractors on the Property.
6. **AMENDMENT.** No modification or amendment of this Contract shall be in full force or effect unless the Amendment is approved by both Parties, in writing and executed by both BUYERS and SELLER. The County Manager may approve and execute an Amendment to this Contract that extends the Closing Date if at her discretion or if requested by the Buyers in writing.
7. **NO COERCION FOR LABOR OR SERVICES.** BUYERS attest and affirm that they do not use coercion for labor or services as defined Section 787.06, Florida Statutes (2025). Attached hereto as **Exhibit "B" and incorporated herein is an affidavit signed by the Seller's officer or representative in accordance with Section 787.06(14), Florida Statutes (2025).**
8. **AS IS:** This sale is "AS IS". Seller does not extend or offer any warranty, and Seller makes no representation of any type, warranty, promise or statement, either express or implied, to Buyers or anyone acting on behalf of Buyers, concerning the environmental condition of the Property, physical condition of the Property, use, development, habitability, suitability, value merchantability, fitness for particular purpose, or title of the Property (including, without limitation, the soil, water, geology or environmental condition of the Property, or the presence or absence of hazardous substances, in, on, under, or about the Property; the zoning, land use or development aspects of the Property; the income or expenses arising from or of the Property; or any other aspects of the Property). In entering this Contract, Buyers have not relied on any representation, warranty, promise or statement, express or implied of Seller, or anyone acting on behalf of Seller, not set forth herein. Buyers is purchasing the Property "AS IS" with all faults, including without limitation, latent defects and other matters not detected in Buyers' inspections. Buyers waive and Seller disclaims all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including by way of description but without limitation, those of transfer, ownership, condition, quality, merchantability or fitness for a particular purpose and use, including without limitation, Buyers'

intended uses or purposes. Buyers waive any claims against Seller and, to the extent permitted by law, for any defects or other damage to on the Property , including defects in title, that are subsequently discovered by the Buyers or anyone claiming by, through, under or against the Buyers.

DISCLAIMER AND WAIVER REGARDING ANY MATERIALS PROVIDED BY SELLER TO BUYERS: SELLER DOES NOT WARRANT OR REPRESENT THE ACCURACY OR RELIABILITY OF THE INFORMATION CONTAINED IN SUCH DOCUMENTS. BUYERS RELY ON DOCUMENTS AT THE SOLE RISK OF BUYERS AND ARE CAUTIONED AND ENCOURAGED TO INVESTIGATE THE INFORMATION.

9. **FLOOD DISCLOSURE.** In accordance with Section 689.302, Florida Statutes, the Seller's flood disclosure is attached hereto as Exhibit "D" and incorporated herein.
10. **CLOSING LOCATION AND DATE.** Unless modified by other provisions of this Contract, the closing date for the purchase of the Property shall be on or before February 6, 2026 at the time set by the Closing Agent. The Closing Agent Salter Feiber, P.A. The Closing will occur at the office of the Closing Agent located at: Salter Feiber, P.A., 3940 NW 16th Boulevard, Building B, Gainesville, Florida, 32605. The Closing Agent Contact Person is David Menet, Esq. and phone number is 352-376-8201. Seller will provide Buyers with five (5) days written notice of a change in the date of Closing. The Closing Agent will deposit the funds in an escrow established with the Closing Agent.
11. **CLOSING PROCEDURE.** At or prior to the date of closing, all sums due from Buyers at Closing must be paid by wire transfer or other immediately available funds acceptable to Seller and Closing Agent. These sums are including but not limited to the following for the Property: all delinquent property taxes, interest, and costs associated with the delinquent property taxes, in the Closing Agent's Escrow Account. Seller shall at closing, execute and deliver a County Deed conveying the Property in accordance with Section 125.411, Florida Statutes, and any other documents necessary to transfer title to the Property to Buyers. Seller and Buyers will each execute and deliver any notices, statements, certificates, affidavits and other documents as may be required by this Contract or applicable law to consummate the Closing. Closing may be delayed by Closing Agent until the funds have been collected in Closing Agent's account. After Buyers and Seller have complied with their respective Closing obligations, Closing Agent will record the County Deed and any other required documents in the Official Records of Alachua County and disburse all funds according to the approved settlement statement or Closing Disclosure, as applicable. All real property ad valorem and non-ad valorem taxes, assessments, for this year and all outstanding ad valorem taxes, non-ad valorem taxes and assessments for the prior years shall be paid by Buyers.

12. The **Closing Agent** will provide closing services for the closing of this purchase and sale transaction. The Closing Agent designated by Seller is 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 Seller, regarding the Contract and this transaction.

13. **PROPERTY TAX DISCLOSURE SUMMARY** in accordance with Section 689.261, Florida Statutes (2025):

BUYERS SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYERS MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

The BUYERS SHOULD NOT EXECUTE THE CONTRACT UNTIL HE OR SHE HAS READ THE DISCLOSURE SUMMARY REQUIRED BY THIS SECTION.

14. **RADON GAS DISCLOSURE.** Pursuant to Section 404.056, Florida Statutes:

"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.

Seller further disclaims and Buyers waive any warranties, express or implied, that could be construed to cover the presence of radon or other environmental pollutants.

15. **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyers in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits

which have not been properly closed or otherwise disposed of pursuant to Section 553.79, Florida Statutes. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyers all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

16. **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyers are concerned or desires additional information regarding mold, Buyers should contact an appropriate professional.
17. **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyers are advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyers' lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyers may terminate this Contract by delivering written notice to Seller within twenty (20) days after Effective Date, and Buyers and Seller will be released from all further obligations under this Contract, failing which Buyers accept existing elevation of buildings and flood zone designation of Property.
18. **EASEMENTS, INTERESTS, AND RESTRICTIONS.** Buyers recognize that the Property or portions of the Property may be subject to easements, interests, or restrictions, by third parties. County does not represent that the Property or any part of the Property that is subject to the easements, interests, or restrictions are free and clear of any claims.
19. **WATER AND MINERAL RIGHTS.** Buyers understand water rights and interests in oil, gas and other minerals in, on or under the Lot and other portions of the Community (collectively, "Mineral Rights") may have been previously reserved or conveyed to other persons, and the owners or lessees of such Mineral Rights may have various rights. However, such rights may be limited or restricted by municipal or other applicable laws, or certain rights of entry may have been released. Buyers agree neither Seller nor any of its representatives has made any representation or warranty regarding Mineral Rights, whether any person can or may exercise any Mineral Rights, or the effect any water, oil, gas or mineral exploration or production may have on the Community or the Property. Buyers release Seller, its affiliates and their

- employees from all claims, causes of action, damages, injuries and other liability arising out of or related to the Mineral Rights or any exercise thereof.**
20. **SIGNATORY AUTHORITY.** Each party has full authority to enter into this Contract, to assume and perform all obligations stated herein, to bind itself to all provisions herein, including but not limited to, providing any necessary signatures, resolutions or like documents indicating consent and approval.
21. **CLOSING COSTS.**
- a. Buyers will pay for the following costs associated with the transaction at or before closing including: documentary stamp taxes affixed to the deed; closing agent fees for preparation of closing documents for Buyers, survey (if applicable), appraisal (if applicable), inspection fees and environmental site assessment fees (if applicable), the cost of recording the deed; all costs associated with obtaining financing (if any); the title insurance premium for the owner's title insurance policy (if applicable); Buyers' attorney's fees; all inspections; property taxes including ad valorem and non -ad valorem taxes, and assessments for this year and all outstanding property taxes both ad valorem, non-ad valorem, and assessments for prior years, and any other closing costs required at closing.
 - b. Seller will pay for the following costs associated with the transaction at or before closing: Seller's attorney's fees, closing agent fees attributable to the preparation of Seller's closing documents.
22. **DEFAULT.** If a Party breaches this Contract by failing to perform any covenants or obligation of this Contract, the non-breaching Party shall have the right to bring a legal action or action for specific performance. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.
23. **ASSIGNMENT.** This Contract may not be assigned by Buyers, without Seller's written consent, which may be granted or withheld in Seller's sole and absolute discretion.
24. **SUCCESSORS.** The provisions of this contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors, personal representatives and assigns, as may be applicable.
25. **ATTORNEY'S FEES.** If any litigation arises under this Contract between Buyers and Seller, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in the trial court and on appeal.
26. **WAIVER OF JURY TRIAL.** Each party expressly waives jury trial in all actions, litigation, proceedings, or counterclaims on any matters whatsoever arising out of or in any way connected with this Contract.
27. **RISK OF LOSS.** Due to the Buyers' current occupancy of the property pursuant to Buyers' lease agreement with the County, Buyers assume all risk of loss of the Property from and after the date of execution of this Contract. If the Property is

damaged prior to the earlier of the Closing Date, Buyers will repair the damage as Buyers reasonably determines necessary. If Buyers determine the Home has been totally destroyed, Buyers will give Seller written notice of such total destruction. Upon receipt of such notice, Seller will have 10 days to provide Buyers of written notice of its election to either (i) terminate this Contract or (ii) have Buyers restore the Property. If Seller elects to have Buyers restore the Property, the time closing will be extended by one hundred and twenty (120) days.

28. **APPLICABLE LAW AND VENUE.** This Contract shall be construed in accordance with the laws of the State of Florida. Venue for any legal action, mediation, arbitration, or litigation arising out of or relating to this contract will be in Alachua County, Florida.
29. **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. Nothing contained in this Contract is intended to serve as a waiver of sovereign immunity nor shall it be construed to waive the County's rights to Sovereign Immunity under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.
30. **SEVERABILITY.** In the event any portion of this Contract is found to be unenforceable, the remainder of this Contract shall remain in full force and effect.
31. **WAIVER.** Failure of Buyers or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.
32. **INTEGRATION.** This Contract contains the full and complete understanding and agreement of Buyers and Seller with respect to the transaction contemplated by this Contract and no prior agreement or representations shall be binding upon Buyers or Seller unless included in this Contract. This Contract supersedes all other negotiations, representations, agreements written or oral, relating to this Contract.
33. **HEADINGS.** The paragraph, headings, or captions appearing in this Contract are for convenience only and are not to be considered in interpreting this Contract.
34. The covenants of this Contract will survive the delivery and recording of the deed and possession of the Property.
35. The Seller and Buyers Agree to the Following:
 - a. There is currently a lease between Buyers and Seller on the Property which the Parties agree will terminate on the date of closing.
 - b. The Seller 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.
 - c. Upon closing, sole and exclusive possession of the Property shall transfer to the Buyers.

- d. Seller is not aware of any 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.
 - e. Seller 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 Contract, Seller will immediately disclose same to Buyers when first available to Seller.
 - f. Seller has no actual knowledge nor has Seller received any notice of any litigation, claim, action, proceeding factual or threatened, against Seller or the Property which would affect the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.
 - g. At all times from the Effective Date until Closing or termination of this Contract, Buyers shall keep the Property free and clear of any mechanic's or materialmen's lien for work or materials furnished to or contracted for by or on behalf of Buyers.
36. **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 Contract. Failure of clearance of funds shall not excuse performance by the Buyers, and may be treated as a default by the Buyers at the option of the Seller. In the event of doubt as to the escrow agent's duties or liabilities under the provisions of this Contract, 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 Buyers and Seller 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 Buyers or Seller of items subject to escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the agent.

37. SURROUNDING LAND USES, COMMUNITY SERVICES, AND SCHOOL AND TAXING DISTRICTS. Any statement made or information provided by a representative of Seller concerning the present or future zoning, use or condition of land near the Lot or around the Community, concerning fire, ambulance, law enforcement, waste management, mail delivery or other services that may be available to the Community, or concerning schools, school boundaries, or taxing districts (or the current or future taxes or assessments or other costs associated with owning the Property) is based only on the limited information known to such person at the time of such statement or action and should not be relied on. Mail service, the location of mailboxes (whether individually located in front of each home or clustered in groups) and the assignment of mailboxes are determined by the U.S. Postal Service. Buyers understand that such items may change and may affect the Lot, the Community or residents of the Community. Buyers confirm that prior to executing this Agreement, Buyers have reviewed such items with the applicable operators or owners of such land, the applicable governmental authorities or the applicable service providers or Buyers has elected, on Buyers' own accord and determination, to forgo such review. Buyers have not relied, and agrees not to rely, on any statement made or information provided by any representative of Seller concerning any of the matters described above and Buyers release Seller from all claims related to any of such matters.

38. COUNTY, CITY, AND OTHER BOUNDARIES; POTENTIAL ANNEXATION. If the Property is located outside the limits of a municipality, the Property may now or later be included in or annexed into the extraterritorial jurisdiction or city limits of a municipality. Each municipality or other governmental authority maintains a map that depicts its boundaries and areas of extraterritorial jurisdiction. Notwithstanding any statement made, or map or other information provided, by Seller or its representatives, Seller makes no representation or warranty to Buyers regarding the current or future boundaries of any municipality, county or other governmental authority. Buyers should contact all municipalities or other authorities located in the general proximity of the Property to determine if the Property is located within a municipality or other governmental entity's jurisdiction or is likely to be included or annexed into a municipality or other jurisdiction, and any costs as a consequence thereof.

39. FLOODING AND FLOOD INSURANCE. The U.S. Federal Emergency Management Agency (FEMA) publishes Flood Insurance Rate Maps designating special flood hazard areas or zones. FEMA flood maps, and flood maps and flooding related regulations issued by other governmental authorities, may change. Seller has no control over such flood maps, the designation of flood hazard areas or flooding related regulations, and Seller will have no liability or responsibility for any changes to same. Accordingly, Seller makes no representation or warranty whether a particular lot is or will be located inside or outside of a flood hazard area or impacted by new regulations. Whether the Property is located inside or outside of a flood hazard area is not a guarantee that it will or will not flood. Flooding can occur on

any property, particularly property in flat or low-lying areas and in areas subject to hurricanes and torrential rain events. Seller recommends that Buyers consider obtaining flood insurance even if the Property may not be located in a special flood hazard area and even if flood insurance is not required by Buyers' lender. Buyers accept the obligations and consequences of owning real property, including without limitation Buyers' responsibility to obtain flood insurance if Buyers desire financial protection from potential flooding. Buyers agree that neither Seller nor any of its representatives have made, and Seller is not making, any representation or warranty regarding the present or future location of flood hazard or zone designations, regarding whether the Property or Community may flood, or regarding the need for or availability of flood insurance. Buyers release Seller, its affiliates and their employees from all claims, causes of action, damages, injuries and other liability arising out of or related to the flooding of the Property or the Community as a result of a major rain or storm event.

40. **NO BUYERS ALTERATIONS OR ADDITIONS.** Buyers will not make any alterations or additions to the Home or Lot prior to Closing, including, but not limited to, the alteration or addition of any equipment, wiring, appliances, wall coverings, sprinkler systems or paint. If Buyers violate this provision, Buyers will be in default under this Agreement and liable and responsible for all damages caused by and consequences of such alterations or additions, including time delays incurred by Seller in removing or correcting the alterations or additions. At Buyers' expense, Seller may remove or correct any such alterations or additions made by Buyers or Buyers' agents and destroy or dispose thereof without liability or compensation to Buyers.
41. **ENERGY EFFICIENCY/ENERGY COSTS.** Seller makes no representation or warranty regarding the energy efficiency or energy costs of the Home, Consumer Products, or any component of the Home regardless of any (i) brochures, pamphlets, advertising, or other documents that may have been reviewed by Buyers, or (ii) discussions Buyers may have had with Seller or its employees, agents, or vendors. Buyers acknowledge the energy efficiency of the Home and associated energy costs will vary over time depending on many factors, including, but not limited to, usage, rates, fees and charges of local utility providers, home maintenance practices, household size, lighting and internal climate control systems, and weather conditions.
42. **Energy-Efficiency Disclosure.** Pursuant to Section 553.996, Florida Statutes, Buyers hereby acknowledges receipt of a copy of the information brochure prepared by or on behalf of the Department of Community Affairs of the State of Florida, notifying Buyers of the option for an energy-efficiency rating of the Home, a copy of which is attached hereto as Exhibit "E".
43. **ENVIRONMENTAL NOTICE/DISCLOSURE.** THE HOME AND ITS OCCUPANTS MAY BE EXPOSED TO VARIOUS ENVIRONMENTAL CONDITIONS IN OR NEAR THE HOME (INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC FIELDS FROM POWER LINES AND

APPLIANCES, MOLD AND THE POSSIBILITY OF AIR, WATER, SOIL OR OTHER POLLUTION). FOR EXAMPLE, THE HOME IS CONSTRUCTED USING HUNDREDS OF NATURAL AND MAN-MADE MATERIALS WHICH COULD EXPOSE OCCUPANTS TO HARMFUL CHEMICALS, GASES AND ALLERGENS WHICH MAY AFFECT THEIR HEALTH. HARMFUL EMISSIONS (INCLUDING FORMALDEHYDE, PER- AND POLYFLUOROALKYL SUBSTANCES AND OTHER CHEMICALS) MAY BE PRODUCED FROM CARPETING, FLOORING, PRESSED WOOD PRODUCTS, INSULATION, PLASTICS, VARNISHES, GLUES AND OTHER BUILDING MATERIALS. ALSO, RADON IS A NATURALLY OCCURRING GAS WHICH EMANATES FROM CERTAIN SOILS THAT, WHEN IT ACCUMULATES IN HOMES, MAY PRESENT HEALTH RISKS. ONE OR MORE OF THESE ENVIRONMENTAL CONDITIONS MAY EXIST WITHIN OR AROUND THE HOME OR COMMUNITY. SELLER DOES NOT CLAIM ANY EXPERTISE CONCERNING SUCH CONDITIONS. SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ABOUT ANY SUCH CONDITIONS, AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY TYPE OF DAMAGE OR INJURY SUCH CONDITIONS MAY CAUSE TO THE HOME OR ITS OCCUPANTS. BUYERS ASSUME THE RISK OF THE PRESENCE OF THE ABOVE CONDITIONS WITHIN OR AROUND THE HOME OR COMMUNITY AND RELEASES SELLER, ITS AFFILIATES AND THEIR EMPLOYEES FROM ALL CLAIMS, CAUSES OF ACTION, DAMAGES, INJURIES AND OTHER LIABILITY ARISING OUT OF OR RELATED TO ANY OF THE ABOVE CONDITIONS. FOR ADDITIONAL INFORMATION, SELLER RECOMMENDS THAT BUYERS CONTACT ITS LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR OTHER AVAILABLE SOURCES. BUYERS WILL BE RESPONSIBLE, AT BUYERS' COST, TO ASCERTAIN WHETHER ANY OF THE ABOVE CONDITIONS MAY AFFECT THE HOME OR ITS OCCUPANTS AND, IF NECESSARY, TO TAKE APPROPRIATE REMEDIAL OR PROTECTIVE MEASURES.

44. **NO THIRD PARTY BENEFICIARY.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.
45. **Sinkhole Exclusion.** Certain areas of Florida have experienced "sinkhole" soil settlement activity. Seller has consulted with soil engineers about the potential for sinkhole development in the area, and it has been advised that no soil study or investigation can offer any guarantee that sinkholes will not develop on a specific parcel of land. Seller has also been informed that soil engineers can conduct testing and exploration of potential sinkhole sites in an attempt to assess the possibility of future sinkhole development. Seller assumes no responsibility to make any tests; however, Seller will permit the Buyers to do so, at the Buyers' expense, if the Buyers so desire. Seller makes no warranties or representations, express or implied, about the existing or future soil

conditions on the Lot. Seller expressly disclaims any liability of any type for any damages whether direct or indirect, or consequential, which the Property may suffer because of settlement, sinking or collapse of the earth on the Lot.

46. **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 on the date when any of the following occurs: (a) delivered in person with signed proof of delivery, or written and signed proof of refusal; or (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid or written and signed proof of refusal; or (c) delivered by a commercial courier service (such as Federal Express) or written and signed proof or refusal. Additional notice may be sent voluntarily via email. The following persons must be sent notice and any other communications in accordance with the terms of this Contract:

Buyers:

Maxwell Danford
9009 SW 135th Place
Archer, FL 32618

and

Jaina Azevedo
9009 SW 135th Place
Archer, FL 32618

Seller:

ALACHUA COUNTY BOARD OF COMMISSIONERS
12 SE 1st Street
Gainesville, FL 32601
Attention: Michele Lieberman, County Manager
Telephone: (352) 374-5204
Facsimile: (352) 338-7363
Email: mlieberman@alachuacounty.us

and

Alachua County
Attention: Satori Days, MPA, CPM
Community Stabilization Program Manager
Community Support Services
218 S.E. 24th Street
Gainesville, FL 32641

sdays@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.

47. **NO RECORDING OF CONTRACT.** The Parties agree that neither the County nor the Seller shall cause this Contract to be recorded in any public records relating to the Property.
48. **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 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.
49. **SURVIVAL.** The respective representations, covenants, and terms and conditions contained in this Contract shall survive the closing of this transaction and remain in full force and effect.
50. **SUBJECT TO COUNTY COMMISSION APPROVAL.** This Contract is subject to approval by the Alachua County Board of County Commissioners (“**Board**”) and is thereafter effective only after the County approves this Agreement at a public meeting and the Contract is fully executed by the Parties.
51. **NO RECORDING OF CONTRACT.** The Parties agree that neither the County nor the Seller shall cause this Contract to be recorded in any public records relating to the Property.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Contractor, through its duly authorized representative.

Satoriy
Signature of First witness

Satori Days
Printed name of First Witness
Address: 218 SE 24th Street
City, State, Zip: Gainesville, FL 32618
Date: 01-22-26

Nalleya Johnson
Signature of Second witness

Nalleya Johnson
Printed name of Second Witness
Address: 218 SE 24th St
City, State, Zip: Gainesville, FL 32618

Buyer:
Maxwell Danford
Maxwell Danford
Signature

1-22-26
Date

Buyer:
Jaina Azevedo
Jaina Azevedo
Signature

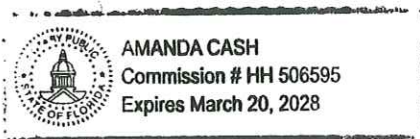
1/22/26
Date

(Seal)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22, day of January, by Amanda Cash who is personally known to me or who has produced Driver's License as identification.

Amanda Cash
Notary Public - State of Florida
Print Name: Amanda Cash
Commission Number: HH 506595
Commission Expiration Date: 3/20/28



EXECUTED this _____ day of _____, 2025, by the Alachua County Board of County Commissioners, on behalf of Alachua County, a charter county and political subdivision of the State of Florida, acting within his/her signature authority as granted by the Board of County Commissioners.

Seller:
Alachua County

BY: _____
Ken Cornell, Chair
Board of County Commissioners

Attest:

J.K. "Jess" Irby, Esq.
Clerk

APPROVED AS TO FORM:

Alachua County Attorney's Office

EXHIBIT "A" LEGAL DESCRIPTION

Lot 16 and 17, ROLLING K. according to the map or plat thereof as recorded in Plat Book "O", Page 9 of the Public Records of Alachua County, Florida

Subject to easements and restrictions of record.

EXHIBIT "B"

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

STATE OF FLORIDA, COUNTY OF ALACHUA

I, Jaina Azevedo [insert full legal name of the person providing this affidavit], as, 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.
3. I attest and affirm that I, Jaina Azevedo [insert full legal name] do not use coercion as defined in section 787.06(2)(a), Florida Statutes (2025), 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(14), Florida Statutes (2025).

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

Jaina Azevedo

Signature

Jaina Azevedo

Name Printed

1/22/26

Date

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

STATE OF FLORIDA, COUNTY OF ALACHUA

I, MAXWELL DANFORD [insert full legal name of the person providing this affidavit], as, 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.
3. I attest and affirm that I, MAXWELL DANFORD [insert full legal name] do not use coercion as defined in section 787.06(2)(a), Florida Statutes (2025), 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(14), Florida Statutes (2025).

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

Maxwell Danford

Signature

MAXWELL DANFORD

Name Printed

1-22-26

Date

Exhibit "C "

Consumer Disclosure Regarding Conducting business electronically, Receiving Electronic Notices and Disclosures, and Signing Documents Electronically

Please read the following information, by proceeding forward and signing this document you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. This electronic signature service is provided on behalf of clients, "sending party," whom are sending electronic documents, notices, disclosures or requesting electronic signatures to you.

You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdrawal your consent at any time as described below.

Paper Copies

You are not required to receive notices or disclosures or sign documents electronically and may request paper copies of documents or disclosures if you prefer to do so. You also have the ability to download and print any open or signed documents sent to you through the DocuSign electronic signature system using the PDF and Print icons. DocuSign may also email you a PDF copy of all agreement you sign using the DocuSign service. If you wish to receive paper copies in lieu of electronic documents you may close this web browser and request paper copies from the "sending party" by following the procedures outlined below. The "sending party" may apply a charge for requesting paper copies.

Use of the Service requires a standards-compliant web-browser which supports the HTTPS protocol, HTML, and cookies. Viewing PDF documents requiring additional software such as Adobe Reader or similar.

Withdrawal of Consent

You may withdrawal your consent to receive electronic documents, notices or disclosures at any time. In order to withdrawal consent you must notify the "sending party" that you wish to withdrawal consent and to provide your future documents, notices, and disclosures in paper format. After withdrawing consent if at any point in the future you proceed forward and utilize the electronic signature system you are once again consenting to receive notices, disclosure, or documents electronically. You may withdrawal consent to receive electronic notices and disclosures and optionally electronically signatures by following the procedures described below.

Scope of Consent

You agree to receive electronic notices, disclosures, and electronic signature documents with all related and identified documents and disclosures provided over the course of your relationship with the "sending party." You may at any point withdrawal your consent by following the procedures described below.

Requesting paper copies, withdrawing consent, and updating contact information

You have the ability to download and print any documents we send to you through the electronic signature system. To request paper copies of documents, withdrawal consent to conduct business electronically and receive documents, notices, or disclosures electronically or sign documents electronically please contact the "sending party" by telephone, postal mail, or by sending an email to the "sending party" with the following subjects:

"Requesting Paper Copies" Please provide your name, email, telephone number, postal address and document title.

"Withdrawal Consent" Please provide your name, email, date, telephone number, postal address.

"Update Contact Information" Please provide your name, email, telephone number and postal address.

Any fees associated with requesting paper copies or withdrawing consent will be determined by the "requesting party."

Buyer:
Maxwell Danford

Seller:
Alachua County


Buyer Signature

Seller Signature

Date: 1-22-26

Date: _____

Buyer:
Jaina Azevedo


Buyer Signature

Date: 1/22/26

Exhibit "D"

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyers are encouraged to discuss the need to purchase separate flood insurance coverage with Buyers' insurance agent.

1. Seller has has no knowledge of any flooding that has damaged the property during Seller's ownership of the property.
2. Seller has has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
3. Seller has has not received assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
4. For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall.

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

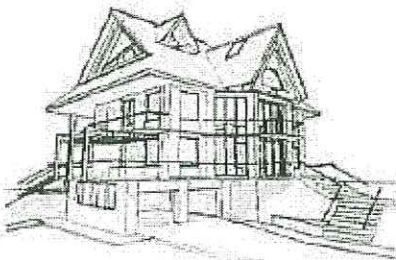
Signature

Name Printed

Date

EXHIBIT "E"

ENERGY EFFICIENCY RATING BROCHURE IN ACCORDANCE WITH SECTION 553.996, FLORIDA STATUTES



Congratulations on your decision to purchase a home.

As you know, there are a lot of factors to consider before signing on the dotted line. By now, you've probably checked out the location of the home you like the best. You know how much the seller wants, how many bedrooms there are, whether your dining room table will fit, where you'll park your car and lots of other important things.

But wait, there's still one more important thing you really ought to do.

You wouldn't buy a car without asking how many miles-per-gallon it gets, would you? So why would you even think of buying a house without knowing how much the power bills will be? That's why now is the perfect time to get an EnergyGauge® rating on the house.

Since 1994, there has been a voluntary, statewide energy-efficiency rating system for homes in Florida. Prospective homeowners just like you, all around the state, are getting their homes rated before they make their purchase.

There are several very important reasons why:

▲ Energy ratings give homebuyers a market-place yardstick that measures the benefits of energy-efficiency. You get detailed estimates of how much your energy use will cost.

▲ Energy ratings give you clear and specific information that lets you compare similar homes on their energy use. Two homes might look similar, but one may be efficient and comfortable, and the other an energy-guzzler with a very uncomfortable interior.

Thinking About Buying a Home? Get An EnergyGauge® Rating!

Consider the Benefits:

- ▲ More Home for Less Money
- ▲ Tested Quality Construction
- ▲ Enhanced Indoor Comfort
- ▲ Superior Energy Efficiency
- ▲ More Environmental Sustainability
- ▲ Improved Mortgage Options
- ▲ Greater Resale Value

▲ Maybe most important of all, the national Home Energy Rating System (HERS) Index on the energy rating can qualify you for a number of special mortgage programs that offer lower interest rates, lower closing costs, and other benefits. Some lenders may offer special financing.

Before buying your next home, hire a Certified Energy Rater to do a rating.

Your builder or Realtor can help you find a Certified Rater in your area. After the rating, you'll get an easy-to-understand Energy Guide that estimates how much it will cost to pay for energy used in that home.

For many years, buyers have had home inspectors look over a home before making their purchase. This is a great way to find out about potential house problems before you make your purchase. Smart homebuyers around the country are now also asking for a home energy rating to look specifically at the energy-use in a home and determine efficiency. Because energy costs can equal house payments, the relatively small cost of a home energy rating can easily be offset by many years of lower energy payments.

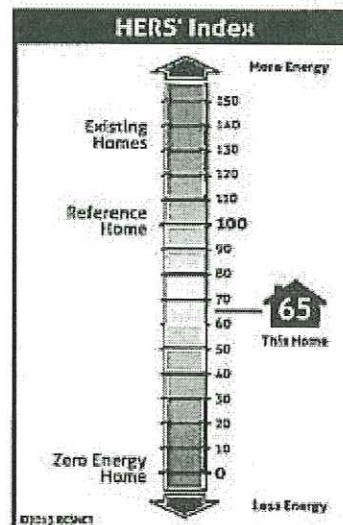
You're already familiar with the miles-per-gallon stickers on new automobiles, and the yellow Energy Guide labels on home appliances. Shoppers use this information to figure out how much that car or appliance is really going to cost them. This information gives the buyer

a good estimate of what it will cost to operate that car or use that appliance, over and above the purchase price. A car or product that is cheaper to buy can often be more expensive to operate, so this information can be very important to assure that you make the best purchase decision.

Here's how the EnergyGauge® program works.

After the rating, you'll get an easy-to-read form like the one on the next page. The Rating Guide has a scale that allows you to compare the specific home you're looking at with the most efficient and the least efficient homes of the same size, with the same number of bedrooms available in your part of the state today.

One of the keys to the success of this program is the uniformity of ratings, made possible by the use of the EnergyGauge® software developed by the Florida Solar Energy Center®. It has been specially designed to let Raters input the key data on the home and obtain accurate information for comparison purposes.



ENERGY EFFICIENCY RATING BROCHURE 553.996

(CONTINUED)

Beyond a home energy rating, how can you reduce your energy use and save money?

That's easy. While the design and construction of your home, and the efficiency of its appliances and equipment, control the most significant portion of its energy use, occupant lifestyle will still have a big effect on exactly how much energy gets used. Your comfort preferences and personal habits - the level at which you set the thermostat, whether or not you turn off lights and fans when leaving a room, how much natural ventilation you use, and other factors - will all affect your home's actual monthly energy use.

Florida's program parallels national activities.

The Residential Energy Services Network (RESNET) sets the national standards for the Home Energy Rating System (HERS), and the Florida Solar Energy Center's Energy Gauge System meets these standards. The Florida Building Energy Rating Guide provides a HERS Index for the home. This national score enables homes to qualify for national mortgage financing options requiring a HERS Index. This index is computed in accordance with national guidelines, considering the heating, cooling, water heating, lighting, appliance, and photovoltaic energy uses. HERS awards stars to the rating.

Tell your Realtor or builder that you want to get the home rated before you buy it.

They can give you the names of raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1422, or visit our Web site at www.floridaenergycenter.org.

Who does Energy Ratings?

It is important to note that only Certified Raters are allowed to perform ratings. These Raters have undergone rigorous training programs and have passed the RESNET National Core exam and the required challenge exams. They are also required to undergo continuing education classes and additional exams to keep their

EnergyGauge
1506 Mac Street
Orlando, FL 32816

RESNET Registration No.: 50000000

The EnergyGaugeSample.org

Design: Orlando, FL
TMC: ORL_AYDC_INTL_APERT_FL

BUILDING ENERGY RATING GUIDE

\$0

0 MBtu

Proposed Home Savings = \$353

28.2 MBtu

40 MBtu

\$950

Reference \$1343

Confirmed Rating

HERS Index

150 140 130 120 110 100 90 80 70 60 50 40 30 20 10 0

More Energy

Existing Home

Standard New Home

Zero Energy Home

Less Energy

Home 60

Signature: _____ Date: _____

RATER: _____ ID Number: 0000

Certified Rater

EnergyGauge® v3.1

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Page 3/3

certifications current. An on-going quality control program also watches over their Ratings and their work. All their Ratings are submitted to a central registry that checks them for accuracy and compiles generic building data.

Energy Ratings in Florida

The Florida Building Energy-Efficiency Rating Act (Florida Statute 553.990) was passed by the State Legislature in 1993 and amended in 1994. It established a voluntary state-wide energy-efficiency rating system for homes. The Rating System has been adopted by DCA Rule 9B-60. Modifications were made by the Legislature in 2013.



The EnergyGauge®
Program Building Energy
Rating System

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Fax: 321-638-1010
E-Mail: info@energygauge.com
www.floridaenergycenter.org