

**SECOND AMENDMENT TO OPTION CONTRACT TO PURCHASE REAL
PROPERTY
BETWEEN
ALACHUA COUNTY AND A TO Z ENTERPRISES, LLC**

This Second Amendment to Option Contract (the “Amendment”) is made and entered into by and between A TO Z ENTERPRISES, INC., a Florida limited liability company (the “Seller”) whose address is 6614 NW 50th Lane, Gainesville, FL 32653, and ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, whose address is c/o Alachua County Public Works Department, 5620 NW 120th Lane, Gainesville, Florida 32653 (“County”). Collectively, the Seller and the County shall be referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the Parties have entered into that Option Contract between Alachua County and A to Z Enterprises, LLC dated March 16, 2021 for fee simple title to the property known as the Fellowship Baptist Church, located in Government Lot 2, Section 7, Township 8 South, Range 18 East, Alachua County, Florida, as modified by the First Amendment to Option Contract dated April 27, 2021 (the “Option Contract”); and

WHEREAS, at the time the Parties entered into the Option Contract the County had not yet performed due diligence on the Property and had not obtained appraisal reports on the value of the Property to be conveyed pursuant to the Option Contract; and

WHEREAS, the County has now acquired appraisal reports and other due diligence reports regarding the value and condition of the Property; and

WHEREAS, the option has not yet been exercised and the Parties now wish to amend the Option Contract to reduce the Purchase Price, based upon the appraisal reports and other due diligence reports.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby amend the Option Contract, pursuant to the amendment provision in Paragraph 35 of the Option Contract, as follows:

1. Paragraph 4 of the Option Contract is amended and replaced in its entirety with the following:

4. **PURCHASE PRICE.** In the event that the County exercises its option, Seller agrees to sell and the County agrees to purchase the Property for the sum of _____ (\$_____); subject to adjustments, credits, and prorations as set forth herein (the “**Purchase Price**”). The balance of the Purchase Price, less the Option Payment actually paid by the County prior to closing, shall be paid by County at closing.

2. Except as expressly amended herein, all other terms and conditions of the Option Contract shall remain in full force and effect.

EXECUTED this _____ day of _____, 2021 by the Seller.

Signed, sealed and delivered
in the presence of:

SELLER:

A TO Z ENTERPRISES, LLC
a Florida limited liability company

Witness No 1 Signature

By: _____
Print: _____
Its: Manager

Witness No 1 Print Name

Witness No 2 Signature

Witness No 2 Print Name

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, as Manager of A to Z Enterprises, LLC, on behalf of the company, who is [] personally known to me or [] has produced _____ as identification.

Notary Public – State of Florida
Print Name: _____
Commission Number: _____
Commission Expiration Date: _____

EXECUTED this ____ day of _____, 2021 by the County.

ALACHUA COUNTY, FLORIDA
a political subdivision of the state of Florida

By: _____
MICHELE LIEBERMAN
County Manager

APPROVED AS TO FORM

Alachua County Attorney's Office