

Grants & Contracts - Transmittal Memo

DATE: July 30, 2019

FROM: Purchasing Division, Contracts

TO: Jaye Athy

CONTRACT #: 11319

VENDOR: Raydient d/b/a Raydient Places + Properties LLC

DESCRIPTION: #11319 Raydient d/b/a Raydient Places + Properties LLC Option contract to purchase real property

APPROVED BY: County Manager

APPROVAL DATE: July 30, 2019

RECEIVED ON: July 30, 2019

TERM START: July 30, 2019

TERM END: Click or tap to enter a date.

AMOUNT:

RFP/BID #: N/A

GMW: N/A

POR #
(ENCUMBERANCE): N/A

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**OPTION CONTRACT TO PURCHASE REAL PROPERTY
BETWEEN ALACHUA COUNTY
AND
RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC**

THIS OPTION CONTRACT (the “**Contract**”) is made and entered into by and between Raydient LLC dba Raydient Places + Property LLC, a Delaware limited liability company (“**Seller**”) whose address is 1 Rayonier Way, Wildlight, Florida, 32097, and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is c/o Alachua County Parks and Conservation Lands Department, 408 W. University Avenue, Suite 106, Gainesville, Florida, 32601 (“**County**”). Collectively, **Seller** and **County** are referred to herein as the “**Parties**.”



WITNESSETH:

WHEREAS, Seller is the record owner of certain real property located in Alachua County, Florida as more fully described in **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the County desires to acquire and Seller desires to grant an option to purchase fee simple title to the Property (as hereinafter defined) based upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), the covenants and promises contained herein, and other good and valuable consideration the receipt and sufficiency of is hereby acknowledged by the Parties, the Parties agree as follows:

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

 Seller's Initials
 County's Initials

2. **DEFINITIONS.** The capitalized terms below shall have the following meanings herein:



Broker shall mean the Seller's listing broker, Swift Creek Acreage Services, LLC.

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.

Title Commitment shall mean the written commitment from a Florida licensed title insurance company to insure title to the Property consistent with its underwriting standards, on standard forms, for its usual fee, and subject to the Permitted Exceptions (as hereinafter defined) and to provide an ALTA owner's title insurance policy to the County. The Closing Agent shall ensure the County is the proposed insured under the Title Commitment and the named insured under the title insurance policy.

Surveyed Acres shall mean the total number of acres of the Property excluding: (1) public rights of way; (2) railroad rights of way; (3) cemeteries; (4) lands under control or possession of anyone other than the Seller; and (5) lands below the ordinary high water line or mean high water line of any river, lake or stream, if any; for the purposes of this Contract the definition of "Surveyed Acres" shall only apply to the net acres, as ratably adjusted by the Survey (as hereinafter defined), to determine the final purchase price as described in Paragraph 4 below. The County will take ownership of the whole Property described in the deed of conveyance subject to the Permitted Exceptions.

Survey shall mean the boundary survey of the Property made by a Florida licensed surveyor who the County shall select from its list of approved surveyors. The surveyor shall: (1) certify the Survey to the County, the Seller, 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; (4) list the exact number of Surveyed Acres to the hundredth decimal place or as reasonably practical; and (5) comply with Seller's survey specifications, attached hereto as Exhibit E.



 Seller's Initials
 County's Initials

Environmental Reports shall mean any and all environmental site assessments, audits, reports, and/or correspondence relating to any potential environmental matters on any portion of the Property.

3. OPTION TO PURCHASE THE PROPERTY.

a. **GRANT OF OPTION.** Seller hereby grants to County the irrevocable and exclusive option to purchase the Property consisting of approximately 168 acres, more or less, and being more particularly described in **Exhibit "A"** attached hereto; 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, except as more particularly set forth in the paragraph labeled "Fixtures" below, 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**"). This option may be exercised on or before **August 31, 2019**, unless extended by the Parties in writing ("**Option Period**"). This Contract becomes legally binding upon execution by the Parties, but exercise of the option is subject to approval by the Alachua County Board of County Commissioners ("**Board**") and is thereafter effective only if the County gives written notice of exercise to Seller.

b. **OPTION TERMS, EXERCISING THE OPTION.** The option payment is ONE THOUSAND DOLLARS (\$1,000.00) ("**Option Payment**"), which shall be paid by the County to Seller as consideration for the irrevocable and exclusive option to purchase the Property during the Option Period pursuant to the terms and conditions provided in this Contract. The County shall deposit the Option Payment with the Closing Agent within 15 days of the Effective Date. To exercise the option, the Alachua County Board of County Commissioners must approve the election to exercise the option and the County must deliver written Notice of Exercise of Option to Seller pursuant to the notice provisions contained within Paragraph 29 hereof prior to expiration of the Option Period ("**Exercise Date**"). The Option Payment shall be applicable to and credited against the Purchase Price at closing of the transaction contemplated hereby. The Seller shall retain the Option Payment if the option is not exercised within the Option Period.

 Seller's Initials
 County's Initials

4. **PURCHASE PRICE.** In the event that the County timely exercises its option to purchase the Property, Seller agrees to sell and the County agrees to purchase the Property for the amount equal to the sum of the Surveyed Acres multiplied by FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200.00) per acre (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 to Seller via closing agent at closing.

5. **DOCUMENTS AND INFORMATION SELLER SHALL PROVIDE.** The Seller shall, within 7 days of the Effective Date, furnish to the County the following documents and information in its possession, if any:

a. Copies of all title insurance policies for any portion of the Property in the Seller's possession.

b. Copies of all Environmental Reports in the Seller's possession.

c. Copies of all surveys of any portion of the Property in the Seller's possession.

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

e. The Seller's social security or Federal Tax ID number. Seller represents that it is a disregarded entity for tax purposes.


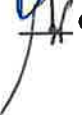
Except for the documents or information required by paragraphs 5.d. and 5.e., Seller, will provide or make available such documents, if any, to County without representation or warranty as to the accuracy or any other aspect containing in such document, including but not limited to any information provided by any third party, and as an accommodation only. Except for the documents or information required by paragraphs 5.d. and 5.e., County hereby acknowledges, covenants and agrees that the above documents are provided to County without representation or warranty of any kind whatsoever, either express or implied, and County is without any recourse against Seller or its affiliated or related companies or their employees, officers, directors, representatives or agents

 Seller's Initials
 County's Initials

with respect to the accuracy of any information or statements contained therein. County further acknowledges that it will not rely upon any such documents and will make its own independent investigation or inquiry as to the accuracy of the information or statements contained in the documents.

6. **INSPECTIONS.** The County shall have until **November 1, 2019** (“**Inspection Period**”) within which to conduct any surveys, surface and subsurface explorations, soil tests, engineering studies, environmental site assessments, and any other inspections of the Property which the County may elect to make (“**Inspections**”). During the Inspection Period and at any time prior to the expiration of the Inspection Period, County may terminate this Contract for any or no reason, as determined in the County’s sole and absolute discretion, as may be determined and elected by the County Manager. The County’s right to not purchase the Property during the Inspection Period is not limited by the Permitted Exceptions enumerated in Exhibit C of this Contract and shall not constitute a breach or default of this Contract. If prior to the expiration of the Inspection Period, County notifies Seller in writing of its election not to purchase the Property and to release its rights relating to the Property, including without limitation the option to purchase, then County shall furnish Seller with all reports and studies conducted by or for County, and Seller shall retain the Option payment. In the event that the County elects not to purchase the Property, and so notifies Seller, this Contract shall be terminated upon Seller’s receipt of such notice and delivery of all reports and studies conducted by or for County and neither party shall have further rights, duties, obligations or liabilities under this Contract; and County shall have no further rights as to the Property. If County does not give any written notice prior to the expiration of the Inspection Period, then County shall be deemed to have waived such right and this Contract shall continue in full force and effect.

a. Seller agrees that from the Effective Date, County, and its servants, employees, representatives, consultants, contractors, or licensees, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Contract. Seller does not in any way warrant the condition of Property and County shall exercise the herein granted rights at its own risk. County acknowledges that there are certain inherent risks associated with conducting its intended activities on the Property due to the primitive/unimproved nature of the Property. County is put on notice that the Property is in a remote location, access roads may not be paved and neither the condition of the Property nor the roads are guaranteed in any way by Seller. County further acknowledges that others

 Seller's Initials
 County's Initials



have been given permission to enter the Property, including hunt club members who may be upon the Property with guns to hunt. With regard to any entry by County upon the Property prior to closing, County shall, to the extent permitted by Florida law, be responsible during the term of this Contract for damage or injury to persons or property resulting from County's entry upon the Property for which County or its servants, employees, representatives, consultants, contractors, or licensees, or anyone entering the Property pursuant to County's access rights hereunder are found legally responsible. This provision shall survive closing of this transaction or termination of this Contract.

b. Upon prior notice, the County and its 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 not be limited to inspecting, surveying, photographing, appraising, cruising timber, conducting environmental assessments and taking soil, water and plant samples using borings, probes and test wells.

c. County shall return the Property to its existing condition to the extent possible, shall repair any and all damage to the Property that occurs as a result of the County's acts on the Property for any Inspections.

7. **EVIDENCE OF TITLE AND TITLE INSURANCE.** During the Inspection Period, the County shall obtain the Title Commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Property from a nationally recognized title insurance company acceptable to the County. The Title Commitment shall describe the Property, shall be dated later than the Exercise Date, shall be in the full amount of the Purchase Price, shall have attached legible copies of all instruments referred to therein, and shall disclose the title to the Property to be good, marketable, and insurable, subject only to the exceptions set forth in **Exhibit C ("Permitted Exceptions")**. Any exceptions shown on the Title Commitment other than the Permitted Exceptions, which are not acceptable to County and of which County delivers written notice to Seller during the Inspection Period, shall constitute **"Title Defects"** for purposes of this Contract.



8. **SURVEY.** The County shall cause to be prepared and review 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 onto other lands, or (ii) that the Property

 Seller's Initials
 County's Initials

is not contiguous to a publicly dedicated right of way, or (iii) any other facts that affect the marketability of title to the Property, then any such facts or matters so shown shall constitute a **"Title Defect"** for purposes of Paragraph 9.



9. **TITLE DEFECTS.** If either the Survey or the Title Commitment reveals any Title Defects, the County shall give written notice to Seller of any such Title Defects prior to the date of expiration of the Inspection Period. Within ten (10) days from and after the date of receipt of such written notice, Seller shall inform County of its intention to attempt to cure any of the Title Defects. Seller shall have the right but not the obligation to attempt to cure such Title Defects. If Seller agrees to attempt to cure any of the Title Defects, Seller shall use diligent, good faith efforts to do so, provided that Seller shall not be obligated to bring any lawsuits or any other proceedings to eliminate the Title Defects. Seller shall have a period of sixty (60) days after the date of receipt of written notice from County to cure the Title Defects (the **"Curative Period"**). If Seller informs County that it does not intend to attempt to cure or fails to notify County of its election within 10 days from and after the date of receipt of notice of Title Defects or, if after notifying County of its intent to attempt to cure, Seller is unable or unwilling to cure any of the Title Defects by expiration of the Curative Period, County may elect to: (a) accept title to the Property as is; or (b) terminate this Contract by written notice to the Seller, as may be determined and elected by the County Manager without further approval by the Board, whereupon all Parties shall be relieved of all further obligations under this Contract. Upon mutual agreement, the Parties may also agree to extend the closing date for a period of time sufficient for Seller to cure the Title Defects, not to exceed an additional seventy (70) days from and after expiration of the initial curative period (the **"Extended Closing Date"**). Notwithstanding anything else herein to the contrary, the Seller shall, at closing, pay off, fully satisfy, and remove all monetary liens existing by and through Seller against 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.

10. **ENVIRONMENTAL SITE ASSESSMENT.** During the Inspection Period, County may, at its sole cost and expense, obtain an environmental site assessment of the Property, as well as any other assessments County deems necessary to determine the existence and extent, if any, of any Hazardous Materials on the Property. If the results of the environmental site assessment or any Environmental Report furnished to County by a third party consultant or Seller reveal that any portion of the Property contains Hazardous

 Seller's Initials
 County's Initials

Materials or violates applicable federal, state or local laws, ordinances, codes, rules, orders or regulations including those of the United States Environmental Protection Agency and the Florida Department of Environmental Protection or any other agency having jurisdiction over the Property and relating to or imposing liability or standards of conduct concerning Hazardous Materials (collectively, "Environmental Laws"), County shall provide written notice to the Seller of the Environmental Defects prior to the expiration of the Inspection Period. Should the County provide such notice, the Seller shall have 60 days from and after the date of said notice to commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with the applicable Environmental Laws requiring either remediation or curative action ("Environmental Curative Period"), which, if applicable, shall include obtaining a closure letter or no further action letter. For the purposes of this Contract, the term "Hazardous Materials" means all hazardous, toxic, explosive, radioactive or harmful materials, wastes, pollutants, contaminants or substances of any kind or nature that are regulated pursuant to any Environmental Laws which is present at levels on the Property that would mandate site rehabilitation, engineering controls, institutional controls, source removal, or any other remedy, remedial action or response under the Environmental Laws. The Parties may mutually agree to extend the closing date for a period of time sufficient for Seller to bring the Property into full compliance, not to exceed an additional period of seventy (70) days from and after the date of expiration of the initial curative period (also the "Extended Closing Date"). If the Seller is unable to bring the Property into full compliance by the Extended Closing Date, County may either: (a) accept the Environmental Defects and close this transaction according to the terms of this Contract no later than the end of the Extended Closing Date; (b) terminate this Contract by written notice to the Seller, as may be determined and elected by the County Manager without further approval by the Board, whereupon all Parties shall be relieved of all further obligations under this Contract.

11. **PERSONAL PROPERTY.** The County may, at its sole option and expense, perform visual inspections of the Property at any time prior to closing. If the results of a visual inspection reveal that any portion of the Property contains personal property, refuse, garbage, junk, rubbish, trash and debris (the "Debris"), the County may provide written notice to the Seller of the Debris prior to closing. Should County provide such notice, Seller shall have sixty (60) days from and after the date of such notice to remove the Debris. However, closing shall not be extended due to such Debris clean-up. If the Seller fails to

 Seller's Initials
 County's Initials

remove the Debris within the 60-day period, County, as determined and elected by the County Manager, may exercise "self-help" and perform such clean-up itself. In such case, County shall have the right to make written demand upon Seller to pay full reimbursement for an amount equal to the actual costs directly incurred by County to perform such clean-up of Debris. County shall contemporaneously deliver to Seller all documentary evidence in support of such demand and Seller shall on or before thirty (30) days from the date of receipt of such written demand and documentary evidence, pay to County full reimbursement for the actual costs directly incurred. This provision shall survive closing hereunder.



12. **CASUALTY LOSS.** In the event any portion of the timber or improvements located on the Property is damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to closing, to an extent greater five percent (5%) of the Purchase Price, then County, as determined by the County Manager, may either: (a) accept such loss and close this transaction according to the terms of this Contract; or (b) terminate this Contract by written notice to the Seller, whereupon all Parties shall be relieved of all further obligations under this Contract. Provided, however, if County proceeds to closing, Seller shall be obligated to repair all damage to the improvements only, if any, to the extent covered by insurance, regardless of the amount of such damage or, at the option of County, Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the County.

13. **CLOSING DATE.** This transaction shall be closed on or before November 15, 2019, subject to the extensions as provided in this Contract (the "Closing Date"), as may be extended as provided herein, 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 agree to terminate this Contract, or to extend the Inspection Period, Curative Period, or the Closing Date, on behalf of the County without further approval by the Board.

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

SELLER:

- Documentary stamp tax on the deed of conveyance;
- Preparation of all closing documents necessary to cure title defects (if any);

 Seller's Initials
 County's Initials

- Past-due taxes (if any);
- Title Insurance policy for the County (including all related search and abstract fees);
- Seller's attorney's fees; and
- Seller's brokerage fees (if any).

COUNTY:

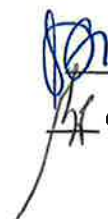

- Environmental site assessment costs;
- Survey;
- Closing Agent fees (including the preparation of all closing documents, except those that are necessary to cure title defects and are thus Seller's responsibility);
- Recording costs; and
- County's attorney's fees.

15. AD VALOREM TAXES AND ASSESSMENTS ON THE PROPERTY.

a. Ad valorem taxes for the year of closing shall be prorated between Seller and County as of the Closing Date, based on the amount of the latest taxes assessed against the Property for the immediately preceding calendar year. Seller shall not be responsible for any increased taxes resulting from any land use change initiated or pursued by County. Seller shall be responsible for and pay at closing its portion of all unpaid ad valorem taxes and assessments on the Property, to discharge the lien of such ad valorem taxes and assessments. The Seller may take advantage of all legal procedures for discharging such lien by paying an estimated, prorated amount into escrow with the applicable tax collector(s) as provided by Section 196.295, Florida Statutes, Rule 12D-13.016, Florida Administrative Code and other applicable provisions of law.

b. For all years prior to the year of closing, the Seller shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the Property, to discharge any and all liens of such ad valorem taxes and assessments.

16. ASSESSMENTS AND FEES. The Seller shall fully pay the following at or prior to closing, if any: all 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;

 Seller's Initials
 County's Initials

impact fees payable with respect to the Property; and any other fees or payments due to any governmental authority with respect to the Property.

17. **CLOSING DOCUMENTS:** Except as specifically provided below, the Seller shall deliver or provide the Closing Agent with information necessary to produce the following documents at or prior to closing:

a. An Affidavit of Non-Foreign Status, Notice of Non-Recognition, or Withholding Certificate to establish compliance with the Foreign Investment and Real Property Tax Act of 1980 "FIRPTA". Any such documents executed and delivered by the Seller must comply with the provisions of FIRPTA and any regulations or rules promulgated thereunder. If the Closing Agent or the County has actual knowledge or have received notice that the information contained or representations made in such document(s) is false, or if the document(s) does not otherwise comply with FIRPTA, then the Closing Agent shall withhold 10% - 15% of the amount realized by the Seller and shall remit such amount to the IRS at closing along with the properly completed remittance form.



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

c. Assistant Secretary's Affidavit or other documentation reasonably required by the title insurance company.

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

e. Seller shall deliver an assignment of all of Seller's rights, title and interest in all development rights, permits, licenses, benefits, consents, or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information relating to the Property only.

f. Any other documents reasonably required to complete the transaction.

 Seller's Initials
 County's Initials

18. **CONVEYANCE.** At closing, Seller shall convey to County fee simple title to the Property via special 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 deed 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.

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

20. **NO ALTERATIONS PRIOR TO CLOSING.** After the Effective Date, the Seller will not, without prior written consent from the County:



a. Cut any timber from the Property or otherwise alter the Property, or

b. Execute or enter into any lease, contract, option, easement, license, mortgage, financing statement, security agreement, or similar document concerning or affecting the Property, other than usual and customary service contracts required for maintenance of the Property until the Closing Date.

21. **GENERAL CONDITIONS TO OBLIGATIONS OF THE COUNTY.** The obligations of the County are, at the option of the County, contingent upon these conditions:

a. The representations and warranties made by Seller herein shall be 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 Contract to be complied with and performed by the Seller on or before the Closing Date shall have been duly complied with or performed.

 Seller's Initials
 County's Initials

22. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER.

The Seller hereby represents, warrants, and covenants to and with the County as follows:



a. Seller has the authority and power, without the necessity of consent by any person, to enter into and carry out the terms of this Contract. To the best of Seller's actual knowledge, without any independent inquiry, no other party has a prescriptive, common law or statutory way of necessity over or across the Property other than as reflected in the public records.

b. From and after the Effective Date, Seller shall not enter into any contracts, agreements, encumbrances, liens, or other documents or instruments for or regarding the sale, transfer, disposition, assignment, conveyance, encumbrance, lien, pledge, of any Property, or any part thereof or any interest therein, or which may result in any lien or encumbrance with regard to the Property, or any part thereof, or an interest therein, which shall survive closing hereunder, without the prior written consent of the County.

c. The person executing this Contract on behalf of the Seller is fully and duly authorized to do so by Seller, and any and all actions required to make this Contract and the performance thereof legally binding obligations of Seller, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for Seller to enter into or perform this transaction.

d. Prior to closing, Seller will pay all monetary liens or charges against title to the Property, if any.

e. To the best of Seller's actual knowledge, without any independent inquiry, except for the liens, encumbrances, or charges against the Property specifically disclosed in this Contract or the Title Commitment, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against Seller, or any existing undisclosed or unrecorded liens, encumbrances or charges, which could adversely affect title to the Property after Closing Date, and Seller has no actual 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 after the Closing Date.

 Seller's Initials
 County's Initials

f. From and after the Effective Date Seller 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 licenses or leases relating to the Property, or any portion thereof which will survive closing hereunder.

h. Seller represents that during the period of its ownership the Property has been used as commercial forest lands and to Seller's best information and belief the Property was likewise used as commercial forest lands by its predecessor in title. The records of Seller do not reflect use at the Property of any Hazardous Materials, other than gasoline, diesel fuel, oil and grease, solvents and/or detergents as might be used ancillary to the operation of motor vehicles and forestry equipment, and small amounts of other miscellaneous materials used in connection with commercial forestry land use.

i. To the best of Seller's actual knowledge, without independent inquiry, Seller has not received notice from any governmental agency that the Property violates any federal, state or local Environmental Laws. Seller is not a party to any actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting any portion of the Property or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, or local agency or other governmental instrumentality; to SELLER's actual knowledge, there are no such actions, suits or proceedings pending.

j. 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.

k. To the best of Seller's actual knowledge, without any independent inquiry, no commitments have been made 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

 Seller's Initials
 County's Initials

fees or contributions or incur any expenses or obligations in connection with any development of the Property, or any part thereof.

l. 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.

m. The execution and delivery of this Contract and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

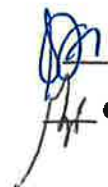
n. Seller is not subject to any bankruptcy proceeding, assignment for benefit of creditors, receivership or similar proceedings and that the conveyance of the Property as set out herein will not result in the Seller becoming bankrupt or insolvent.

23. REPRESENTATIONS AND WARRANTIES OF COUNTY. County hereby represents and warrants to Seller as follows:

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

b. No representation, warranty or covenant in this Contract, nor any document, certificate or exhibits given or delivered to Seller pursuant to this Contract, 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.

24. CONTINUING REPRESENTATION AND WARRANTIES. The representations and warranties of the Parties contained herein shall be continuing up to and including the Closing Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing.

 Seller's Initials
County's Initials

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

a. The Seller shall, upon discovery, 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 Seller receives them.

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

26. **REAL ESTATE COMMISSIONS.** Each party represents, covenants, and warrants to the other that except as stated otherwise herein no real estate brokers or any third parties are entitled to receive any compensation or payment in connection with the sale and purchase of the Property.

27. **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 Contract and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be

 Seller'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.

28. **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 the Parties.



29. **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 when (a) emailed to either the Seller or the County, (b) delivered in person with signed proof of delivery, (c) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (d) delivered by a commercial courier service (such as Federal Express) to the following addresses:

Seller:

Mitzi Lowe
Raydient LLC dba Raydient Places + Properties LLC
1 Rayonier Way
Wildlight, Florida, 32097

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

NOT
7-12-17

 Seller's Initials
 County's Initials

With a Copy To:
S. Allister Fisher, Esq.
Rayonier Inc.
1 Rayonier Way
Wildlight, Florida, 32097

County:
County Manager
12 SE 1st Street
2nd Floor
Gainesville, Florida 32602-2877
Email: gpeebles@alachuacounty.us

and

Alachua County Parks and Conservation Lands
408 W. University Avenue
Suite 106
Gainesville, Florida 32601
Attention: Director, Charlie Houder
Email: chouder@alachuacounty.us

To change or update any of the addresses above, the notifying party shall provide notice of the change in writing to the other party using the methods set out above. The date of notice shall be the date the notifying party sends notice to the receiving party. If the notifying party delivers personal notice to the receiving party, the receiving party shall have received notice upon receipt thereof.

30. DEFAULT.

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

 Seller's Initials
 County's Initials

b. In the event Seller breaches its covenant to convey the Property to the County or otherwise fails to perform its obligations under this Contract, for any reason except for the County's default, the County shall be entitled, at the County's sole discretion, (a) to receive a prompt and complete return of the Option Payment (including any interest earned thereon), in which event the Parties shall be relieved from any further obligations under this Contract, or (b) to enforce specific performance of this Contract.

c. Seller and County agree that: (i) the foregoing remedy provisions set forth in subsections (a) and (b) constitute the sole and exclusive remedies of each party in the event of a default by the other, except for any default following the Closing with regard to any provisions which survive Closing hereunder; (ii) these damages provisions of this Contract do not constitute a penalty or forfeiture; (iii) actual damages are difficult or impossible to measure; and (iv) the remedy of liquidated damages is reasonable in amount and a proper and mutually accepted negotiated remedy for the parties due to the fact that the damages suffered by the parties are not ascertainable at the time of execution of this Contract and that such remedy takes into account the peculiar expenses and risks assumed by each party.

31. **TERMINATION.** If this Contract is terminated by either party as allowed herein, all Parties shall be released from any further obligation under this Contract.

32. **ASSIGNMENT.** This Contract may not be assigned by either party without the written consent of the other party.



33. **PERSONS BOUND.** This Contract shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, and permitted assigns.

34. **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 County, and may be treated as a default by the County at the option of the Seller. In the event of doubt as to the 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

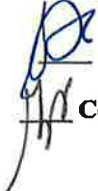

 Seller's Initials
 County's Initials

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 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 County 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 escrow agent.

35. **ENTIRE AGREEMENT.** This Contract contains all of the agreements, representations and warranties of the Parties hereto with respect to the Property, and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Contract, which alone fully and completely expresses the agreements and understandings of the Parties hereto. This Contract may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all Parties. County Manager may extend any of the dates herein if so requested by the Seller.
36. **APPLICABLE LAW; VENUE.** This Contract 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.
37. **WAIVER OF RIGHT TO TRIAL BY JURY.** Intentionally deleted.
38. **SOVEREIGN IMMUNITY.** The County fully retains all sovereign immunity protections afforded to it as a charter county and a political subdivision of the State of Florida. The County waives nothing by entering into this Contract. All claims against the County that are permissible pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes.

 Seller's Initials
 County's Initials



39. **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 if the deletion of such portion shall neither affect the overall intent of this Contract, nor materially impair the benefits negotiated by each party hereunder.
40. **CONSTRUCTION.** The provisions of this Contract have been carefully and fully negotiated between the Parties, each of which has relatively equal bargaining power. The terms of this Contract are to be construed in accordance with their fair meaning and intent and are not to be construed against either party merely because such party or its counsel drafted this Contract. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be automatically extended to the next day which is not a Saturday, Sunday or legal holiday and the County is open for regular business.
41. **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.
42. **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.
43. **HEADINGS.** The captions and headings contained in this Contract are for reference purposes only, and shall not in any way affect the meaning or interpretation hereof.
44. **WAIVER.** No provision of this Contract or any rights hereunder may be waived unless such waiver is in writing and is signed by the party waiving such provision or right. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Contract, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy

 Seller's Initials
 County's Initials

provided by law or in the provisions of this Contract shall not exclude other remedies unless they are expressly excluded.

45. **SURVIVAL OF PROVISIONS.** The respective representations, warranties, covenants, of Seller and County contained in Sections 4, 6, 11, 19, 26, 29, 36 38 , 39 and 40 of this Contract shall survive the closing of this transaction and remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

 Seller's Initials
 County's Initials

EXECUTED this 12th day of July, 2019, by the Seller,
Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company.

Signed, sealed and delivered
in the presence of:

[Signature]

Witness No 1 Signature

Dawn Hewett

Witness No 1 Print Name

[Signature]

Witness No 2 Signature

Crystal Cook

Witness No 2 Print Name

SELLER:

Raydient LLC dba Raydient Places
+ Properties LLC, a Delaware limited
liability company

By: [Signature]

S. ALLISTER FISHER
Print Name

VICE PRESIDENT
Title

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 12 day of July,
2019 by S. Allister Fisher as Vice President
(name of affiant) (title of affiant – c.g., CEO)

of Raydient LLC dba Raydient Places + Properties, a Delaware limited liability company, on
behalf of the company, who is personally known to me.

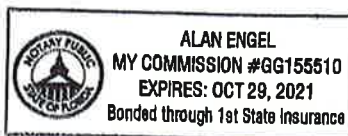
[Signature]

Notary Public – State of Florida

Print Name: Alan Engel

Commission Number: 06155510

Commission Expiration Date: 10/29/2021




Option Final Approved Both Parties July 9, 2019

Page 23 of 32

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

EXECUTED this 30 day of July, 2019, by the County Manager, 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.

ALACHUA COUNTY

By: 
for Michele Lieberman, County Manager

APPROVED AS TO FORM


Alachua County Attorney's Office



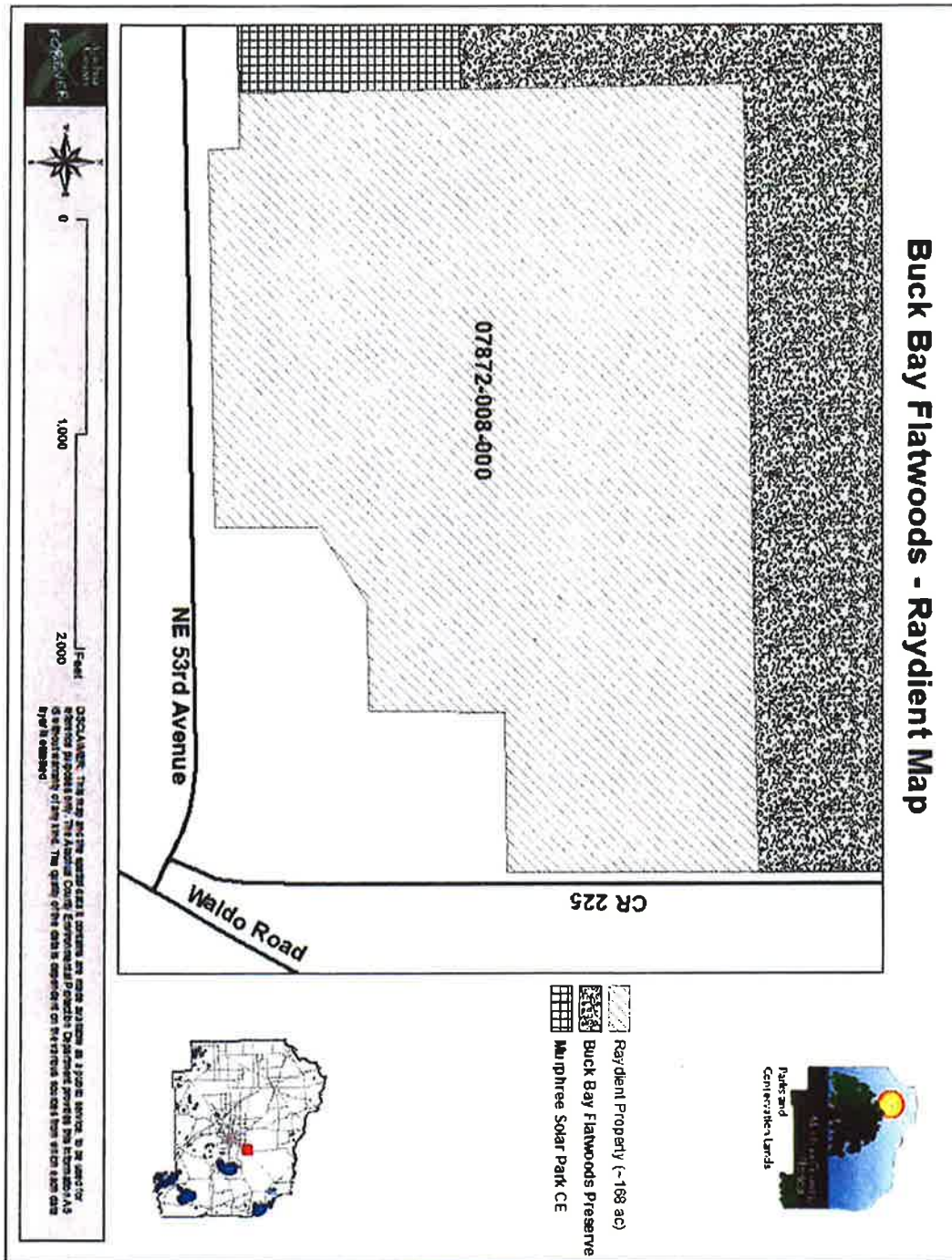
 Seller's Initials
 County's Initials

EXHIBIT A –Description of the Property



Option Final Approved Both Parties July 9, 2019

Page 25 of 32

 Seller's Initials
 County's Initials

EXHIBIT B – Beneficial Interest and Disclosure Affidavit Form

This instrument prepared by:
David E. Menet, Esq.
Salter Feiber, P.A.
3940 NW 16th Blvd., Bldg. B
Gainesville, Florida 32605
352-376-8201
File No.: *

AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ who was sworn and makes the following statements:

1. Affiant has personal knowledge of the facts contained herein.

2. Affiant makes this affidavit concerning the following described property (the **"Property"**) located in Alachua County, Florida which is being sold and conveyed to ALACHUA COUNTY, FLORIDA, a political subdivision of the state of Florida:


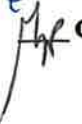
See Exhibit "A" attached hereto.

3. The Property is owned by _____ (the **"Owner"**).
Affiant is an Authorized Person of _____.

4. I make this affidavit pursuant to the entity disclosure requirements listed in §286.23, Florida Statutes concerning real property being conveyed to a public agency.

5. The following are the names and addresses of all parties having any beneficial interest in the Owner:

- a. _____, whose address is _____.
- b. _____, whose address is _____.
- c. _____, whose address is _____.
- d. _____, whose address is _____.
- e. _____, whose address is _____.
- f. _____, whose address is _____.

 Seller's Initials
 County's Initials

Further Affiant Sayeth Naught.

DATED: _____

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me on
_____, by _____
who is personally known to me or who has produced _____ as
identification.

^

{S E A L}

Sign: _____

Print: _____


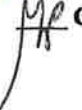
 Seller's Initials
 County's Initials

EXHIBIT C – Permitted Exceptions

- (a) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property that is recorded in the Official Public Records of Alachua County or visible by inspection of the Property;
- (b) Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;
- (c) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
- (d) All current and previous reservations, exceptions and conveyances of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record, without a right of entry to the Property;
- (e) All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;
- (f) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders; and
- (g) Those exceptions to title as shown on the Title Commitment and accepted by Grantee pursuant to the terms of the Contract.



 Seller's Initials
 County's Initials

EXHIBIT D – Form of Receipt of Option Payment

Receipt of Option Payment

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

Dated this ____ day of _____, 20____.

Print name. _____



 Seller's Initials
 County's Initials

EXHIBIT E – Seller’s Survey Specifications

STANDARD SURVEY SPECIFICATIONS

At a minimum, the survey of the Land will comply with the following specifications:

In Florida all surveys will be performed in accordance with the Minimum Technical Standards for Surveys as specified in Chapter 472, Florida Statutes and Chapter 5J-17.052 of the Florida Administrative Code and shall be certified to Seller, its successors and assigns.

In Georgia all surveys will be performed in accordance with the Technical Standards for Property Surveys as specified in the Official Code of Georgia Annotated Section 43-15 and Georgia Rules and Regulations Chapter 180-7.

In Alabama all surveys will be performed in accordance with the Standards of Practice for Surveying as specified in the Rules of the Alabama Society of Professional Surveyors and Chapter 330 of the Alabama Administrative Code.

In Texas all surveys will be performed in accordance with General Standards of Practice for surveying as specified in the Texas Administrative Code, Title 22, Chapter 663 and the Texas Occupations Code Section 1071.

In Oklahoma all surveys will be performed in accordance with the Minimum Standards for Land Surveying as specified in the Oklahoma Administrative Code Chapter 15, Subchapter 13.

In Mississippi all surveys will be performed in accordance with the Mississippi Standards of Practice for Surveying Rule 21.0 to 21.02, primarily Class “D” Surveys.

In Louisiana all surveys will be performed in accordance with Chapter 29 Standards of Practice for Boundary Surveys, primarily for Class B, C, and D Surveys.

In Washington leases and easements will be performed in accordance with the requirements of Title 58 and Chapter 332—130 WAC and all surveys will be performed in accordance with RCW 58.09.010 – 58.09.90 and per RCW 58.17.160 (plats) and WAC 332-130 and 332-150.

Notwithstanding the provisions of the statutory requirements contained in the rules referred to above Rayonier requires the following, which the County shall cause to be performed and which shall be paid for by Seller at Closing:

1. **Point of Beginning.** The Point of Beginning must be referenced as an x, y coordinate in the corresponding state plane coordinate. If unable to provide the x, y coordinate in the

Option Final Approved Both Parties July 9, 2019



Seller's Initials



County's Initials

corresponding state plane coordinate, then the Point of Beginning must be referenced to a known, easily identifiable point on the ground which shall be clearly described and depicted on the plat of the survey.


2. Plats. Seller shall receive three (3) certified and sealed copies and an electronic copy of the survey drawing. The plat shall show:

- a. Surveyor's signature and certificate
- b. Date of survey and revision dates
- c. County and state name in which the property is located
- d. Section, township and range (Florida, Alabama, Louisiana, Mississippi and Oklahoma)
- e. Land lot number; Land district, Georgia Militia District (Georgia only)
- f. Name and Number, Survey and Abstract Name and State Plane Coordinate System (Texas)
- g. Scale and north arrow
- h. Unadjusted error of closure
- i. Legend of monumentation symbols
- j. Recorded monuments called for, including abutting streets and easements
- k. Found physical monuments that locate the recorded monuments
- l. Notation of monuments called for but not found
- m. All monuments set and their descriptions
- n. Easements of record
- o. Encroachments and possession on the title lines
- p. Pertinent topography and fences
- q. Acreage of total tract
- r. Acreage of any closed figure within total tract
- s. Acreage in any wholly included exception
- t. When boundaries overlap county boundaries, acres for each county will be shown.
- u. Acreage in all excluded roads
- v. County, state and federal road names or numbers
- w. Expression of measurements on all lines, direction, distance, coordinates, and curve data

3. Seller shall receive survey boundary data in digital form on a **Thumb Drive or via email**. Preferred data format supplied in ESRI GIS file format (Geodatabase or Shapefile. All GIS files must be in the corresponding state plane coordinate system, with the ability to draw the data in the correct spatial location, in a GIS system. **All surveys done in Georgia also require a copy on a Compact Disc per the county's recording specifications.**

4. Legal Description. A typed metes and bounds legal description on 8 ½" by 11" paper is to be furnished suitable to serve as an attachment to a legal document for recordation in the public



 Seller's Initials

 County's Initials

record. This legal description should be checked against the legal description and/or calls on the plat to verify that they match. Prefer legal description sent electronically and format supplied in Microsoft Word or Adobe pdf.

5

Surveyor's Report. A signed, written report detailing any abnormalities such as line or corner disputes, adverse possession, conflicting title, etc. is to be submitted along with the final plat. Copies of conflicting deeds, plats or other pertinent information should be attached to the report. Corner and line placements which are based on the surveyor's judgment or common practice rather than on the ground evidence are to be fully explained. A report, even if it is negative, is required.

 Seller's Initials
 County's Initials