

## GUARANTY

WHEREAS, Alachua Highpoint, LLC, a Florida Limited Liability Company, hereinafter "Alachua Highpoint", has requested the City of Alachua (the "City") to complete an application for a Florida Small Cities Community Development Block Grant for Economic Development wherein Alachua Highpoint LLC receives grant funds to provide for public infrastructure costs in the approximate amount of \$1,159,167 for the project known as Highpoint Crossing (the "Grant") and James W. McCauley and Michelle L. McCauley, husband and wife, hereinafter "Guarantors", have requested the City to deliver said Grant Application on the condition that the Guarantors execute this GUARANTY as Guarantors for said Grant ; and

WHEREAS, the Guarantors have agreed to execute this Guaranty in order to induce the City to execute and deliver the aforesaid Grant Application and the Participating Party Agreement City of Alachua, Florida/Alachua Highpoint LLC, A Florida Limited Liability Company Under the Community Development Block Grant Program Contract Number: 18DB-OK-03-11-02-E 02 (the "Participating Party Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference. The Grant Application and Participating Party Agreement will be jointly referred to as the "Agreements"); and

NOW, THEREFORE, in consideration of the City's execution and delivery of the Agreements along with other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the Guarantors, the City and Guarantors agree as follows:

1. The Guarantors do hereby guarantee to the City that Alachua Highpoint will perform all of the terms and conditions of the Participating Party Agreement, with no less force and effect than if the Guarantors were named in said Participating Party Agreement. The Guarantors will forthwith, on demand, pay all amounts at any time in arrears, including reasonable attorney's fees and court costs incurred by the City in enforcement of said Participating Party Agreement, and will make good any and all defaults occurring under said Participating Party Agreement.

2. This Guaranty shall be absolute, continuing and unlimited, and the City shall not be required to take any proceedings against Alachua Highpoint LLC, or give any notice to the Guarantors before the City has the right to demand payment or performance by the Guarantors upon default by Alachua Highpoint LLC.

3. No action or proceeding brought or instituted under this Guaranty against the Guarantors, and no recovery had in pursuance thereof, shall be any bar or defense to any further action or proceeding which may be brought under this Guaranty by reason of any further default or defaults of Alachua Highpoint LLC.

4. The liability of the Guarantors shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of Alachua Highpoint LLC in any creditors, receivership, bankruptcy, or other reorganization proceedings under the Bankruptcy Act or

other proceedings, or the rejection of the Participating Party Agreement in any proceedings.

5. There shall be no modification of the provisions of this Guaranty unless the same be in writing and signed by the Guarantors and the City.

6. All of the terms, agreements and conditions of this Guaranty shall be joint and several and shall extend to, and be binding upon, the Guarantors, their heirs, executors, and administrators, and shall inure to the benefit of the City, its successors and assigns.

7. Venue and interpretation for any proceedings hereunder shall be in Alachua County, Florida, to which jurisdiction said Guarantors expressly submit themselves to and agree to abide by.

IN WITNESS WHEREOF, the Guarantors have hereunto set their hands and seals, this 26<sup>th</sup> day of April, 2018.

Signed, sealed and delivered  
in the presence of:

GUARANTORS:

Witnesses:

[Signature]  
Printed Name: DARRELL T. TOMPKINS

[Signature]  
By: James W. McCauley, Guarantor

[Signature]  
Printed Name: Sandra E. Howe

and [Signature]  
By: Michelle L. McCauley, Guarantor

**STATE OF FLORIDA  
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2018, by James W. McCauley and Michelle L. McCauley, husband and wife, who are personally known to me, or who have produced their Florida drivers license as identification, and who did take an oath.



[Signature]  
NOTARY PUBLIC STATE OF FLORIDA  
Printed Name: Sandra E. Howe  
My Commission Expires: 11/15/2021