



FIRST AMENDMENT TO SETTLEMENT AGREEMENT

This First Amendment to Settlement Agreement between Cecil Allen, Carol Morrison, Edwin Wright, Annie T. Ray (deceased) or her successor, Richard Hall, John Bolden and Joyce Phillips, as successor Trustees of the Public Charitable Trust Property and Assets of the Robert Hungerford Chapel Trust (formerly the Robert Hungerford Industrial School of Eatonville, Orange County, Florida) hereinafter referred to as "Trustees" and Orange County School Board, Orange County, Florida, a body corporate in the State of Florida, hereinafter referred to as "School Board" and jointly with the Plaintiffs the "Parties".

RECITALS:

WHEREAS, on October 27, 2015 the Parties, including the Town of Eatonville, a political subdivision of the State of Florida, executed a Settlement Agreement with respect to litigation pending in Orange County, Florida under case number 2011-CA-000792-0; and

WHEREAS, the Parties wish to amend the Settlement Agreement to contain additional provisions relating to the Parties; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties do hereby agree as follows:

1. **Payment to the Robert Hungerford Chapel Trust.** The School Board shall pay the Trustees for the benefit of the Robert Hungerford Chapel Trust a total of ONE MILLION DOLLARS (\$1,000,000.00) as further settlement of any outstanding matters related to the litigation referenced above.

2. **Access to Chapel.** The Robert Hungerford Chapel Trust and Trustees shall maintain access to the Stewart Memorial Chapel located in the Town of Eatonville as detailed in the Grant of Ingress and Egress dated April 12, 1954 recorded in the public records of the Clerk of the Circuit Court, Orange County Florida in OR Book 978 Page 98.

3. **Delta.** The payment detailed in Section 1 hereinabove shall in no way alter, change or affect the possible Delta as defined in the Agreement for Sale and Purchase between Orange County School Board and the Town of Eatonville, Florida dated July 1, 2010. Any Delta resulting from the sale contemplated by such Agreement for Sale and Purchase shall be defined and controlled by such Agreement for Sale and Purchase as originally contemplated.

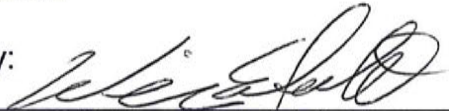
4. **Entire Agreement.** All terms not expressly defined herein shall have the same meanings as ascribed to them in the Settlement Agreement. This Amendment Number 1

sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, all of the terms and provisions of the Settlement Agreement between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Settlement Agreement and this Amendment Number 1, the later provision shall govern and control.

5. Payment By the School Board. Payment will be transmitted by the School Board via electronic transfer in a manner as agreed upon by the parties by no later than close of business, Monday, January 16, 2017. The Trust shall provide written confirmation of the method and location of the transfer and written confirmation of receipt of said payment.

Signed, sealed and delivered in the presence of:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida

By: 

Name: William E. Sublette
Title: Chairman

Date: DEC 13 2016

Attest: 

Barbara M. Jenkins, as its Secretary and Superintendent

{Corporate Seal}

Approved as to form and legality by the Office of the General Counsel for The School Board of Orange County, Florida this 13th day of December, 2016


Woody Rodriguez
OCPS General Counsel

of Orange County, Florida this ____ day of _____, 2016

Woody Rodriguez
OCPS General Counsel

Robert Hungerford Chapel Trust

By: [Signature]
Printed Name: Johnnie Bolden

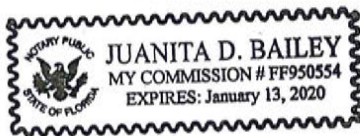
Attest: [Signature]
Printed Name: Julius B. Gordon, Jr.

* Subject to O.C.P.S. board's approval on 12-13-2016

STATE OF FLORIDA
COUNTY OF Orange

Sworn to and Subscribed before me, by **William E. Sublette** and **Johnnie Bolden**, who are known to me or ___ who produced their Florida driver's license as identification and who did not take an oath, and who acknowledged that they are the persons described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 13 day of December, 2016.



[Signature]
Notary Public Juanita Bailey
My Commission Expires: January 13, 2020

SETTLEMENT AGREEMENT

This Agreement is entered into on this ___ day of September 2015, between the Town of Eatonville, a political subdivision of the State of Florida, hereinafter referred to as Town, Cecil Allen, Carol Morrison, Edwin Wright, Annie T. Ray (deceased) or her successor, Richard Hall, John Bolden and Joyce Phillips, as successor Trustees of the Public Charitable Trust Property and Assets of the Robert Hungerford Chapel Trust (formally the Robert Hungerford Industrial School of Eatonville, Orange County, Florida) and Orange County School Board, Orange County, Florida, a body corporate in the State of Florida, hereinafter called Defendants.

RECITALS:

WHEREAS, the parties acknowledge and agree that they are currently in litigation, in Orange County, Florida, regarding a Complaint for Declaratory Judgment and other Relief filed by the Town, as Plaintiff, against the Defendants under case number: 2011-CA-000792-0.

WHEREAS, the parties acknowledge and agree that the Town, as buyer, has entered into a Purchase and Sale Agreement with the Orange County School Board, as seller, to purchase property described in Exhibit "A" in Plaintiff's Complaint for Declaratory Judgment and Other Relief.

WHEREAS, the parties acknowledge and agree that Robert Hungerford Chapel Trust, the party, that sold the property described in Exhibit "A" to Orange County Public Schools, retained a restrictive covenant(s) or restriction(s) on said property.

WHEREAS, all the parties acknowledge and agree that the restrictive covenant(s) or restriction(s) or condition(s) should be removed if certain conditions are met and satisfied by the parties to this Agreement.

WHEREAS, the Defendant, Robert Hungerford Chapel Trust has been informed that the Purchase and Sale Agreement between the Town and the School Board of Orange County, Florida has been extended by allowing a Closing no later than July 1, 2016.

WHEREAS, the parties desire to resolve and end their pending litigation without trial and they jointly agree to the following offer and compromise to settle their dispute:

It is agreed that:

1. The recitals provided hereinabove in this Agreement are true and correct, and by reference are made a part of the operative provisions of this Settlement Agreement.

2. The Defendant, Robert Hungerford Chapel Trust, upon the consummation and satisfaction of the Closing hereinabove mentioned shall cause it to remove the restrictive covenant(s), restriction(s) and/or condition(s) referenced herein by executing any and all documents required by the title company, buyer or developer to remove such covenant(s) and/or restriction(s) and/or condition(s).

3. Any ambiguity found in this Agreement will be interpreted to favor the facilitation of the sale and purchase and closing of the property described in Exhibit "A" as identified in this Agreement.

4. All the parties agree that once a closing date has been established and the Defendant, Robert Hungerford Chapel Trust has executed all necessary document(s) required by the buyer, title company or developer to remove the restrictive covenant(s), restriction(s) or condition(s) then the parties will jointly stipulate that Plaintiff shall proceed to have a Final Judgment entered in this action showing the removal of the restrictive covenant(s), restriction(s) or condition(s) or alternatively, file a voluntary dismissal with prejudice of this lawsuit.

5. The terms and conditions of this Agreement shall be incorporated into the Joint Stipulation to be filed with the court. This action would remain pending during the term of the parties' performance under this Agreement. This Agreement would be null and void if the court were unwilling to approve the joint stipulation, cancel the trial and retain jurisdiction to enforce the terms and conditions of this Agreement. In addition, the joint stipulation shall provide that each party would bear its own attorney's fees and costs.

6. The parties shall only become bound upon the execution and delivery of a Joint Stipulation and upon the approval by the Court.

EXHIBIT A

PARCEL 1:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 02, Township 22 South, Range 29 East, Orange County, Florida,

LESS AND EXCEPT: The right of way for Wymore Road and vacated 30 feet for road right of way lying South thereof as per Certificate recorded in O.R. Book 4548, Page 4026, Public Records of Orange County, Florida.

ALSO LESS AND EXCEPT: Begin 349 feet North of Northwest corner of LAKE BELL SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 34, Page 8, Public Records of Orange County, Florida, thence run North 73° West 88.29 feet; thence North 538.61 feet, thence East 83.92 feet, thence South 566.81 feet to the point of beginning.

ALSO LESS AND EXCEPT: Begin at the Northwest corner of LAKE BELL SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 34, Page 8, Public Records of Orange County, Florida, thence run South 525.04 feet; thence West 332.24 feet; thence North 138.03 feet, thence East 198.46 feet, thence North 06° East 431.30 feet; thence North 85° East 75.68 feet to a point on the Northerly extension of the Westerly line of LAKE BELL SUBDIVISION, thence South 45.44 feet to the point of beginning.

PARCEL 2:

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and that strip of land lying Northerly of said Parcel and Southerly of Lucien Way of Section 34, Township 21 South, Range 29 East, Orange County, Florida.

LESS AND EXCEPT: The South 40 feet and portion platted.

PARCEL 3:

The West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 21 South, Range 29 East, Orange County, Florida.

LESS AND EXCEPT: That portion lying West of Wymore Road.

ALSO LESS AND EXCEPT: The North 685 feet of the East 685 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

ALSO LESS AND EXCEPT: Right of Way for Wymore Road.

ALSO LESS AND EXCEPT: Commence at the Southeast corner of the Northeast ¼ of the Southeast ¼, thence West 24.9 feet, thence South 25 feet, thence continue South 660 feet for point of beginning, thence West 225 feet, thence South 205 feet, thence East 250.79 feet, thence North 179.91 feet, thence West 25 feet, thence North 25 feet to the point of beginning.

ALSO LESS AND EXCEPT: A portion of land lying in Section 35, Township 21 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 35; thence run North 86°30'54" West along the North line of said Southeast 1/4 for a distance of 1259.36 feet to the POINT OF BEGINNING, also being a point on the Westerly right of way line of College Avenue, also being a point on a curve concave Southwesterly and having a radius of 25.00 feet; thence departing aforesaid North line and from a tangent bearing of South 68°28'16" East, run Southerly along said curve and said Westerly right of way line, through a central angle of 67°44'57" for an arc distance of 29.56 feet to a point of tangency, thence continuing along said Westerly right of way line, run South 00°43'18" East for a distance of 201.75 feet; thence departing said Westerly right of way line run the following courses and distances; South 89°16'15" West for a distance of 175.13 feet; thence run North 00°43'45" West for a distance of 206.58 feet to a point on the Southerly right of way of Kennedy Boulevard according to Orange County Engineering Department Right of Way map for Kennedy Boulevard/Lake Avenue, Contract Number Y7-805A prepared by PEC Inc., dated 4/11/1989, also according to Official Records Book 286, Page 845; thence run South 86°30'54" East along said Southerly right of way line for a distance of 89.48 feet; thence continuing along said Southerly right of way line run the following courses and distances: North 01°33'08" East for a distance of 22.96 feet; thence run North 85°34'51" East for a distance of 51.30 feet; thence run South 86°30'54" East for a distance of 18.33 feet to aforesaid POINT OF BEGINNING.

ALSO LESS AND EXCEPT: All that part of the North 25 feet of the Southeast ¼ of the Southeast ¼, lying West of the West right of way line of West Avenue.

ALSO LESS AND EXCEPT: Commence at the Southwest corner of the Southeast ¼ of Section 35, Township 21 South, Range 29 East, 410.75 feet, thence North 88°53'38" East 5.03 feet to a non-tangent curve concave Southwesterly with a radius of 863 feet and a chord direction of North 16°21'29" West with a delta of 13°38'31" for a distance of 205.48 feet to the point of beginning, thence North 89°48'25" East 281.14 feet, thence North 00°11'35" West 556.92 feet, thence South 89°48'25" West 577.83 feet to a non-tangent curve concave Northeasterly with a radius of 803 feet and a chord direction of South 25°58'04" East with a delta of 28°00'14" for a distance of 392.47 feet to a reverse curve concave Southwesterly with a radius of 863 feet and chord direction of South 31°52'06" East with a delta of 16°12'19" for a distance of 244.04 feet to the point of beginning.

GRANT OF INGRESS AND EGRESS

THIS INDENTURE, Made and entered into this 19th day of March, A. D. 1954, between THE BOARD OF PUBLIC INSTRUCTION OF ORANGE COUNTY, FLORIDA, hereinafter known as party of the first part, and CLARENCE A. CODDINGTON, HERBERT HALVERSTADT, MARSHALL W. BOOR, RANDALL CHASE, JACK A. DAVIS and WILLIAM E. HOWARD, as Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, hereinafter known as parties of the second part;

WITNESSETH: That party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and other valuable considerations, to it in hand paid by parties of the second part, at or before the en- sealing and delivery of these presents, the receipt whereof is hereby acknowledged, do hereby grant unto parties of the second part and their successors in trust the right of ingress and egress to and from Stewart Memorial Chapel over and across the following described premises situate, lying and being in Orange County, Florida, to-wit:

A strip of land 20 feet wide on each side of the following described line: Begin at a point 603.2 feet west of the northeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 21 South, Range 29 East, run south 4 $^{\circ}$ 45' east 476 feet, thence north 85 $^{\circ}$ 27' east 65 feet;

said right of ingress and egress to include all persons who shall use said Stewart Memorial Chapel with the consent of said parties of the second part, or their successors in trust.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its corporate name by its Chairman and Secretary and its corporate seal to be hereunto affixed, this the day and year first above written.

THE BOARD OF PUBLIC INSTRUCTION OF ORANGE COUNTY FLORIDA

ATTEST:

Judson C. Walker
Secretary

By George W. Johnson
Chairman

Signed, sealed and Delivered in the Presence of:

L. B. Stedje
Raymond L. Stinson
As to Chairman of The Board of Public Instruction of Orange County, Florida

Cornelia L. Feala
Raymond L. Stinson
As to Secretary of The Board of Public Instruction of Orange County, Florida



STATE OF FLORIDA)
)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned subscribing officer, GEORGE W. JOHNSON and JUDSON B. WALKER, known to me to be the Chairman and Secretary of The Board of Public Instruction of Orange County, Florida, and they acknowledged before me that they executed the foregoing instrument for the uses and purposes therein expressed and as the act and deed of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State, this 12th day of April, A. D. 1954.

Raymond L. Steegle
Notary Public,
State of Florida at Large
My Commission expires: Mar. 4, 1957

FILED IN THE OFFICE OF THE CLERK OF THE
CIRCUIT COURT OF ORANGE COUNTY, FLORIDA ON
APR 13 1954 A. 1:10 P.M.
AND RECORDED IN (INDEX)
BOOK NO. 978 PAGE 98-99
AND BEING VERIFIED

Arthur H. Maxwell
CLERK



The School Board of Orange County, Florida

By: [Signature]

Printed Name: William E. Sublette

Title: Chairman

Attest: [Signature]

Printed Name: Barbara Jenkins

As its: Superintendent

Town of Eatonville, Florida

By: [Signature]

Printed Name: Anthony Grant, Mayor

Attest: [Signature]

Town Clerk

Approved as to form and legality by the Office of Legal Services to the Orange County School Board on: 10-27-15 Signature: [Signature]
Print Name: John C. Palmerini

Robert Hungerford Chapel Trust

BY: [Signature]

Printed Name: Johanna Delder

Attest: [Signature]