

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL
CIRCUIT IN AND FOR ORANGE COUNTY FLORIDA

Case No.: 2023-CA-005295-O

ASSOCIATION TO PRESERVE THE
EATONVILLE COMMUNITY, INC.
and BABETTA ROSE LEACH HATLER,

Plaintiffs

_____ /

V.

SCHOOL BOARD OF ORANGE COUNTY,
FLORIDA.

Defendant

_____ /

**DEFENDANT SCHOOL BOARD OF ORANGE COUNTY, FLORIDA'S
MOTION FOR JUDGMENT ON THE PLEADINGS, AND/OR SUMMARY
JUDGMENT, DISMISSING PLAINTIFFS' CLAIMS DUE TO
SOVEREIGN IMMUNITY AND LACK OF JURISDICTION**

DEFENDANT THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA ("Defendant" or "OCSB") moves for judgment on the pleadings, pursuant to *Fla. R. Civ. P.* 1.140, for failure to state a cause of action with sufficient facts to establish the OCSB waived sovereign immunity and the trial court lacks jurisdiction, requiring dismissal with prejudice of the claims of PLAINTIFFS ASSOCIATION TO PRESERVE THE EATONVILLE COMMUNITY, INC. and BABETTA ROSE LEACH HATLER ("ASSOCIATION"), and as grounds therefor would show:

A. Summary of Argument

Plaintiffs' Amended Complaint fails to plead any fact or attach any document alleging that the OCSB waived sovereign immunity, as required for Plaintiffs to state a claim for relief pursuant to Florida law. The OCSB is a governmental agency with sovereign immunity, except in limited circumstances, none of which are alleged in Plaintiffs' Amended Complaint. Plaintiffs fail to allege they had a contract with the OCSB or that either Plaintiff served the Section 768.28, Fla. Stat.,

notices required to allege any waiver of the OCSB's sovereign immunity. Accordingly, the OCSB's sovereign immunity precludes this Court from hearing and granting any relief sought in the Plaintiffs' Amended Complaint. Based on the dates and facts admitted in Plaintiffs' Amended Complaint, it is also impossible for the Plaintiffs to allege that sovereign immunity was waived for the claims alleged in the Amended Complaint, which requires that Plaintiffs' claims must be dismissed with prejudice as being barred by sovereign immunity.

Plaintiffs' Amended Complaint further admits undisputed facts proving Plaintiffs failed to pursue available legal remedy to intervene in the prior litigation described in their Amended Complaint and failed to timely challenge the resulting final orders described in the Amended Complaint. Plaintiffs also admit they failed to file any petition for writ of certiorari to appeal the OCSB historical final decisions. Plaintiffs seek to untimely challenge the OCSB's efforts to desegregate and eliminate racially segregated schools, to eliminate the unconstitutional 1951 Court-imposed Use Restriction requiring the OCSB to operate a segregated school "for negroes", and related historical decisions that Plaintiffs untimely seek to have this Court overturn in the Amended Complaint. Because the Plaintiffs failed to pursue any legal remedies available at the time of the historical decisions that they untimely seek to have this Court review and overturn, this Court lacks jurisdiction to overturn the final decisions of the OCSB and the prior Courts that Plaintiffs attempt to challenge in the Amended Complaint.

These prior historical court rulings that Plaintiffs' Amended Complaint alleges and seeks to overturn, became final and non-appealable many years before Plaintiffs' present action was filed in 2023. The prior court rulings are final because no appeal or motion for rehearing was filed, and this Court lacks jurisdiction to entertain Plaintiffs' untimely attempts to reverse those historical final rulings.

This Court also lacks jurisdiction to overturn OCSB's historical decisions relating to the OCSB's real property because the Plaintiffs failed to timely invoke the Court's common law certiorari jurisdiction to appeal any OCSB decision alleged in the Amended Complaint. Common law certiorari jurisdiction exists for circuit courts to review local government decisions where a Petition for Writ of Certiorari is timely filed within 30 days of the decision being challenged. Plaintiffs did not file a timely writ of certiorari petition within 30 days of OCSB's decisions relating to the Hungerford Property. The 30 days to file a petition for writ of certiorari is jurisdictional and deprives this Court of jurisdiction to review such decisions that Plaintiffs' Amended Complaint seeks to untimely overturn.

Plaintiffs' Amended Complaint contains no facts or legal basis to establish that the OCSB waived sovereign immunity or that this Court has jurisdiction to overturn the prior final Court orders and OCSB decisions alleged in the Amended Complaint, that prohibit the OCSB from operating a segregated public school "for negroes." Plaintiffs' Count I seeks to overturn those prior orders to reinstate the unconstitutional 1951 Court-imposed Use Restriction requiring the OCSB to operate a public school "for negroes." Plaintiffs also fail to allege they timely filed a petition for writ of certiorari to challenge any other OCSB decision relating to the property at issue that are challenged in both Counts of the Amended Complaint.

B. Legal Standard Motion for Judgment On The Pleadings

Under *Fla. R. Civ. P.* 1.140, "After the pleadings are closed, but within such time as not to delay the trial, any party may move for judgment on the pleadings." Judgment on the pleadings "must be decided solely on review of the pleadings and may grant a motion only if the moving party is clearly entitled to judgment as a matter of law." *Tanglewood Mobile Sales, Inc. v. Hachem*, 805 So. 2d 54, 55 (Fla. 2d DCA 2001), followed in *Boatwright Const., LLC v. Tarr*,

958 So. 2d 1071, 1074 (Fla. 5th DCA 2007). “In ruling on a motion for judgment on the pleadings material allegations of the moving party which have been denied are taken as false. Conclusions of law also are not deemed admitted for purposes of the motion. The court must accept as true all well-pleaded allegations of the non-moving party. Judgment on the pleadings can be granted only if, on the facts as admitted for purposes of the motion, the moving party is clearly entitled to judgment.” *Yunkers v. Yunkers*, 515 So. 2d 419, 419 (Fla. 3d DCA 1987) (Internal citations omitted).

C. FACTS

For purposes of this motion only, the OCSB agrees this Court may assume the truth of the following allegations of fact the Plaintiffs admitted in their Amended Complaint:

1. Parties

In Plaintiffs’ 277 paragraph Amended Complaint, the Plaintiffs fail to allege any property interest in the Hungerford Property, fail to allege that either Plaintiff is or was a party to any of the prior litigation surrounding the Hungerford Property, fail to allege that either are a party to any contract with the OCSB relating to the Hungerford Property, fail to allege that either Plaintiff ever was or currently is a Trustee of the Robert Hungerford Normal and Industrial School or the Robert Hungerford Chapel Trust, and fail to allege any tort against the OCSB related to the Hungerford Property. Plaintiffs only allege the Association to Preserve the Eatonville Community, Inc. (P.E.C.), is a Florida 501(c)(3) nonprofit organization located in the Town of Eatonville in Orange County, FL. *See* Amended Compl. ¶15. Established in 1987, P.E.C. 's mission is to promote the Town of Eatonville's considerable heritage, historical, and cultural resources as a means for the community’s revitalization and economic development. *See* Amended Compl. ¶15. Plaintiff Babetta Rose Leach Hatler is only alleged to be a resident of La Pine, Oregon. (C. ¶16).

Plaintiffs' Amended Complaint paragraph 17 alleges that "Defendant School Board of Orange County, FL, is a district school board located in Orange County, FL, formed in accordance with the provisions of § 4(b), Art. IX of the state constitution, with the powers to operate, supervise, and control all free public schools in the Orange County public school district. *See Fla. Stat. § 1001.32(2) (2022).*"

2. Sovereign Immunity Allegations

Plaintiffs fail to allege any facts or statute to show that the OCSB waived sovereign immunity for any claim alleged by Plaintiffs.

3. Jurisdictional Allegations

Plaintiffs allege only general jurisdictional statutes without any supporting facts to establish this Court has jurisdiction to overturn prior final orders and final OCSB decisions. The Plaintiffs cite Florida's Declaratory Judgment Act, Ch. 86, Florida Statutes, including §§86.011 and §86.021, Fla. Stat. *See Amended Compl. ¶¶ 11-12.* Section 86.011 provides:

The circuit and county courts have jurisdiction within their respective jurisdictional amounts to declare rights, status, and other equitable or legal relations whether or not further relief is or could be claimed. No action or procedure is open to objection on the ground that a declaratory judgment is demanded. The court's declaration may be either affirmative or negative in form and effect and such declaration has the force and effect of a final judgment. The court may render declaratory judgments on the existence, or nonexistence:

(1) Of any immunity, power, privilege, or right; or

(2) Of any fact upon which the existence or nonexistence of such immunity, power, privilege, or right does or may depend, whether such immunity, power, privilege, or right now exists or will arise in the future. Any person seeking a declaratory judgment may also demand additional, alternative, coercive, subsequent, or supplemental relief in the same action.

§86.011, Fla. Stat. (2023)

Section 86.021 provides:

Any person claiming to be interested or who may be in doubt about his or her rights under a deed, will, contract, or other article, memorandum, or instrument in writing or whose rights, status, or other equitable or legal relations are affected by a statute, or any regulation made under statutory authority, or by municipal ordinance,

contract, deed, will, franchise, or other article, memorandum, or instrument in writing may have determined any question of construction or validity arising under such statute, regulation, municipal ordinance, contract, deed, will, franchise, or other article, memorandum, or instrument in writing, or any part thereof, and obtain a declaration of rights, status, or other equitable or legal relations thereunder.

§86.021, Fla. Stat. (2023) (emphasis added)

The Plaintiffs then cite general jurisdictional statutes §§26.012(2)(g) and §26.012(2)(c), Fla. Stat. Section 26.012(2)(g) provides, in pertinent part, that “Circuit courts shall have exclusive original jurisdiction: . . . (c) In all cases in equity including all cases relating to juveniles except traffic offenses as provided in chapters 316 and 985 . . . (g) In all actions involving the title and boundaries of real property.”

No statute cited contains any waiver of sovereign immunity of a governmental entity or establishes that this Court has appellate jurisdiction to overturn prior final OCSB decisions and prior final court rulings as sought by Plaintiffs in both counts of their Amended Complaint.

4. Public School Desegregation History and Litigation

In 1951, the School Board acquired the Hungerford School and the Hungerford Property. *See* Amended Compl. ¶4. The acquisition was disputed and eventually approved by the Florida Supreme Court. *See Fenske v. Coddington*, 57 So. 2d 452, 454 (Fla. 1952). *See* Amended Compl. ¶34. During that litigation over the Hungerford Property, the circuit court entered a 1951 order stating “[t]hat upon the conveyance of said real property to the Board of Public Instruction of Orange County, Florida, said **real property be used as a site for the operation of a public school thereon for negroes with emphasis on the vocational education of [N]egroes** and to be known as “Robert Hungerford Industrial School” and the personal property as conveyed to said Board shall be used in connection therewith.” (“1951 Court-imposed Use Restriction Order”) *See* Amended Compl. ¶40 and Amended Compl. Exhibit “1.” (Emphasis added). Although Plaintiff mischaracterizes the 1951 Court-imposed Use Restriction Order as a “deed restriction” or a

“restrictive covenant” throughout the Amended Complaint, the Plaintiffs’ attached Amended Complaint Exhibit 1 contradicts these false legal conclusions by including both a copy of the 1951 Court Imposed Use Restriction Order and related Deed. The attached Deed does not and has never contained any use restriction or restrictive covenant. The Amended Complaint does not allege any fact or attach any deed to allege a title dispute or that the 1951 Court-imposed use Restriction Order was created by any deed or restrictive covenant agreement. Other remaining property, assets and funds pertaining to the Hungerford School, namely, its religious chapel and chapel assets, which were not transferred to the School Board, were specifically reserved to the Public Charitable Trust and Property and Assets of the Robert Hungerford Chapel Trust (“Hungerford Chapel Trust”). *See* Amended Compl. ¶41. Plaintiffs admit that “[t]he School Board’s use of the Hungerford School and Property was restricted to the operation of a public school for Black children.” *See* Amended Compl. ¶40.

In 1954, the United States Supreme Court decided *Brown v. Board of Education*, 347 U.S. 483 (1954) (See Comp. ¶ 47), famously overturning *Plessy v. Ferguson*, 163 U.S. 537 (1896) and ruling:

“that in the field of public education the doctrine of “separate but equal” has no place. Separate educational facilities are inherently unequal. Therefore, we hold that the plaintiffs and others similarly situated for whom the actions have been brought are, by reason of the segregation complained of, deprived of the equal protection of the laws guaranteed by the Fourteenth Amendment.”

Brown v. Board of Education, 347 U.S. 483 (1954)¹.

¹ Just last year, the United States Supreme Court reaffirmed *Brown* when it found both Harvard and the University of North Carolina’s admissions programs unconstitutional and it provided the following in support:

The conclusion reached by the *Brown* Court was thus unmistakably clear: [7] the right to a public education “must be made available to all on **equal** terms.” *Id.*, at 493, 74 S. Ct. 686, 98 L. Ed. 873. As the plaintiffs had argued, “no State has any

In 1962, the parents of African American school children brought the case *Ellis v. Orange County Board of Public Instruction*, No. 6:62-cv-1215-ACC-GJK (M.D. Fla., Filed April 6, 1962) (the “Desegregation Action”). *See* Amended Compl. ¶48. The Desegregation Action resulted in OCSB submitting for approval a desegregation plan that was approved by the Middle District of Florida ordering OCSB to integrate its schools. *Ellis*, Desegregation Order issued by Judge Conway, August 2, 2010. (The August 2, 2010, Desegregation Order includes an exhaustive history of the desegregation case, including OCSB’s cooperation and compliance with the desegregation orders and the various amendments to same between 1962 and 2000. There was no action in the case from 2000 to 2010). In compliance with the United States Supreme Court orders in *Brown* and its progeny, including the recent 2023 *Harvard* opinion, the OCSB has desegregated its schools and was released from the desegregation order in 2010.

In 1974, OCSB sought to sell a portion of the Hungerford Property over objections of the successor trustees of the Hungerford Chapel Trust. *See* Amended Compl. ¶62. After litigating the

authority under the **equal-protection** clause of the Fourteenth Amendment to use race as a factor in affording educational opportunities among its citizens.” Tr. of Oral Arg. in *Brown I*, O. T. 1952, No. 8, p. 7 (Robert L. Carter, Dec. 9, 1952); *see* also Supp. Brief for Appellants on Reargument in Nos. 1, 2, and 4, and for Respondents in No. 10, in *Brown v. Board of Education*, O. T. 1953, p. 65 (“That the Constitution is color blind is our dedicated belief.”); *post*, at ___, n. 7, 216 L. Ed. 2d, at ___ (Thomas, J., concurring). The Court reiterated that rule just one year later, holding that “full compliance” with *Brown* required schools to admit students “on a racially nondiscriminatory basis.” *Brown v. Board of Education*, 349 U. S. 294, 300-301, 75 S. Ct. 753, 99 L. Ed. 1083, 71 Ohio Law Abs. 584 (1955). The time for making distinctions based on race had passed. *Brown*, the Court observed, “declar[ed] the fundamental principle that racial discrimination in public education is unconstitutional.” *Id.*, at 298, 75 S. Ct. 753, 99 L. Ed. 1083, 71 Ohio Law Abs. 584.

Students for Fair Admissions, Inc. v. President & Fellows of Harv. Coll., 143 S. Ct. 2141, 2160 (2023).

matter, the circuit court found that the successor trustees of the Hungerford Chapel Trust had no title or interest in the Hungerford Property since the 1951 conveyance of the Property to the OCSB. *See* Amended Compl. ¶¶63. The circuit court authorized the sale and lifted the 1951 Court-imposed Use Restriction Order, to allow the sale of that portion of the Hungerford Property. *See* Amended Compl. ¶¶64.

In 2010, the Town of Eatonville (“Eatonville”) and OCSB agreed to cooperate and work together to remove the 1951 Court-imposed Use Restriction Order from the remainder of the Hungerford Property. *See* Amended Compl. ¶¶68-69. In 2011, Eatonville brought an action against the OCSB and the Hungerford Chapel Trust to release the 1951 Court-imposed Use Restriction Order (the “2011 Allen Litigation”) because it contended that the Hungerford Property would be better suited for commercial development to increase Eatonville’s “ad valorem tax base and to provide health and safety to its citizens.” *See* Amended Compl. ¶¶70-75. Eatonville and the Hungerford Chapel Trust executed a joint stipulation for release of the 1951 Court-imposed Use Restriction Order (“2011 Joint Stipulation”). *See* Amended Compl. ¶86. In 2015, Eatonville, the Hungerford Chapel Trust and the OCSB entered a Joint Stipulation for Settlement that was substantially similar to the 2011 Joint Stipulation (“2015 Settlement”) and moved the 2011 Allen Litigation court to approve the Joint Stipulation for Settlement. *See* Amended Compl. ¶¶92-93. The 2011 Allen Litigation court entered an Order Approving Joint Stipulation for Settlement on November 10, 2015. *See* Amended Compl. ¶94.

The parties to the 2011 Allen Litigation entered into a First Amendment to Settlement Agreement in 2016 (“Amended Settlement Agreement”). *See* Amended Compl. ¶97. The Amended Settlement Agreement provided for the OCSB to pay the Hungerford Chapel Trust \$1,000,000.00 dollars in exchange for releasing the 1951 Court-imposed Use Restriction Order.

See Amended Compl. ¶103. The release of the 1951 Court-imposed Use Restriction Order in the 2015 Settlement Agreement and the Amended Settlement Agreement resulted in the sale of another portion of the Hungerford Property to HostDime, LLC for \$1,400,000.00. See Amended Compl. ¶107.

In the 2011 Allen Litigation, the Order on Joint Notice of Settlement and Motion to Cancel Non-Jury Trial the Court approved the Settlement Agreement requiring the cancellation of the 1951 Court-imposed Use Restriction Order requiring the public school for Negro children, and retained jurisdiction to enforce the Settlement Agreement, that only the parties to that 2011 action can enforce or alter. (copies of which are attached hereto as Exhibits “A”- “D”).

Plaintiffs’ Prayer for Relief from this Court is as follows:

II. Declare that the deed for the Hungerford Property for the remaining parcels that the School Board owns continues to carry a deed restriction/restrictive covenant restricting the use of the land for educational purposes that is valid and enforceable or alternatively may be modified by this Court to otherwise fulfill the original charitable purpose of the use of the land.

See Amended Compl. Prayer For Relief, Count I, paragraph II.

The Plaintiff’s Amended Complaint conflicts with Plaintiff’s attached Exhibits that contain no deed restriction/restrictive covenant, but instead attaching the 1951 Court-imposed Use Restriction Order that states:

. . . [U]pon the conveyance of said real property to the Board of Public Instruction of Orange County, Florida, **said real property be used as a site for the operation of a public school thereon for negroes with emphasis on the vocational education of [N]egroes** and to be known as “Robert Hungerford Industrial School” . . .

See Amended Compl. ¶40 and attached Amended Comp. Exhibit 1. (emphasis added)

Plaintiffs are asking this Court to enforce a facially unconstitutional, already released 1951 Court Imposed Use Restriction Order, in violation of the Fourteenth Amendment's Equal Protection Clause that would find OCSB in violation of the prior final courts orders that released the unconstitutional 1951 Court-imposed Use Restriction Order requiring OCSB to operate a public school "for negroes", that would also violate the final 2010 Desegregation Order prohibiting racially segregated public schools.

4. Property Sale History.

The OCSB has approved the actions set forth in the Amended Complaint at publicly noticed meetings of the OCSB. The Plaintiffs fail to allege filing a petition for writ of certiorari with the Circuit Court to challenge any of the OCSB's prior decisions relating to the Hungerford Property. The OCSB entered into two (2) contracts with Eatonville, one in 2010 and a second in 2019 regarding the sale of the Hungerford Property. *See* Amended Compl. ¶¶68 and 125. The 2019 contract provided that the OCSB, upon selecting a developer, would sell the land to Eatonville for \$10 million plus reimbursement of other costs. *See* Amended Compl. ¶122. The OCSB approved the Amended Settlement Agreement at its December 16, 2016, meeting. *See* Amended Compl. ¶ 106. The Plaintiffs also admit that the OCSB sold a portion of the Hungerford Property to Hostdime. *See* Amended Compl. ¶107.

In February 2020, the OCSB issued a Request for Proposals to develop the Hungerford Property, which was reissued again in June 2021. *See* Amended Compl. ¶¶127-128. The OCSB entered one (1) contract resulting from the competitive solicitation for Requests for Proposals issued in June 2021 with Falcone & Associates LLC. *See* Amended Compl. ¶129. The Falcone & Associates LLC contract was entered into in December of 2021. *Id.* The Plaintiffs allege that the OCSB voted several times to extend the closing date with Falcone & Associates LLC. *See*

Amended Compl. ¶¶133. Unable to obtain the entitlements to support its development, Hungerford Park notified the OCSB that it was terminating the contract as of March 31, 2023. *See* Amended Compl. ¶¶137. On March 31, 2023, the OCSB issued a statement that it decided not to accept new bids on the Hungerford Property. *See* Amended Compl. ¶¶140. As of the date of filing the Amended Complaint, there is no active contract for the purchase of the Hungerford Property and the OCSB has taken no action related to the Hungerford Property since Hungerford Park's termination of the contract on March 31, 2023, *See* Amended Compl. ¶¶138, 140-141. Notwithstanding the above admissions by the Plaintiffs that there is no current disposition planned for the Hungerford Property, there is also no dispute that the OCSB will comply with the relevant statutes and regulations in the future.²

The Plaintiffs admit that the OCSB closed the Hungerford School in 1999 and reopened it the same year as Hungerford Preparatory High School, which was subsequently closed by the OCSB in 2009. *See* Amended Compl. ¶¶54-55. The Hungerford Chapel Trust issued a release of the 1951 Court-imposed Use Restriction as well as a quit claim deed for the Hungerford Chapel to the OCSB, that were approved by the preceding final Court order in the 2011 Allen Litigation. *See* Amended Compl. ¶¶ 111-112.

² The OCSB's Superintendent's December 12, 2023, written report to the School Board states "As you know, I became Superintendent in September of 2022 and the cancelled sale contract for the Hungerford Property, located in the Town of Eatonville, had its origin in 2010 under Ronald Blocker and the most recent 2019 contract under Barbara Jenkins. The District received various public records requests from the Southern Poverty Law Center from October 11, 2022 through December 1, 2022, seeking records in relation to the cancelled sale contract for the Hungerford Property. Specifically, the public records request sought the District's educational plant survey and resolution of the School Board approving the surplus and disposal of the Hungerford Property as unnecessary for educational purposes. I directed staff to both check with prior School Board staff and to search for said records. Although some prior staff responded that they believed the disposal requirements were met prior to the initial Hungerford Property contract in 2010, neither they nor the current staff could locate and produce a School Board resolution or educational plant survey determining the Hungerford Property as surplus and approving disposal. While there is no plan and no pending action by the District to dispose of the Hungerford Property, I am reporting that I have directed District staff that no solicitation, offer, contract, or any other disposal of any real property held by the District, including the Hungerford Property, can be considered unless and until staff have first complied and properly documented full compliance with all requirements of Section 1013.28, Florida Statutes (2023), and the State Requirements for Educational Facilities (2014), and that documentation has been provided to the School Board prior to the Board's consideration of any future action to dispose of the Hungerford Property and/or any other District real property. *See Defendant's Answer and Affirmative Defenses* Exhibit "E."

Plaintiffs fail to allege they filed any Petition for Writ of Certiorari to attempt to challenge any of the historical final actions of the OCSB alleged in the Amended Complaint.

D. ARGUMENT

1. Plaintiffs fail to plead the facts required to establish that the OCSB waived its sovereign immunity from civil suit.

Florida school boards are governmental entities that have sovereign immunity from suit unless sovereign immunity is expressly waived by contract or statute, which must be strictly construed in favor of the state. *Sch. Bd. v. City of Miami Beach*, 317 So. 2d 1203, 1205-1206 (Fla. 3rd DCA 2021). Controlling Florida precedent further states:

Sovereign immunity bars a claim against a governmental entity, with exception for claims brought under the federal or state constitutions, claims based on a "clear and unequivocal" legislative waiver of sovereign immunity, or contractual claims based on an express, written agreement with a governmental entity. *Univ. of Fla. Bd. of Trs. v. Rojas*, 351 So. 3d 1167, 1170 (Fla. 1st DCA 2022). Because sovereign immunity is the rule, not the exception, it stands to reason that a party bringing a suit in tort against a governmental entity bears the initial burden of showing a recognized exception to sovereign immunity.

City of Miami v. Robinson, 364 So. 3d 1087, 1091 (Fla. 3d DCA 2023)

Under Article X, Section 13 of the Florida Constitution, provisions “may be made by general law for bringing suit against the state as to all liabilities now existing or hereafter originating.” Florida courts have interpreted this provision to mean all agencies of local government, including school boards, have sovereign immunity unless expressly waived by state statute:

“Article X, section 13 of the Florida Constitution provides “absolute sovereign immunity for the state and its agencies absent waiver by legislative enactment or constitutional amendment.” *Orlando v. Broward Cnty., Florida*, 920 So. 2d 54, 57 (Fla. 4th DCA 2005). The Court in *Orlando* also held that “certain discretionary, planning level governmental functions remain immune from

liability.” *Id.* at 57.

Sovereign immunity must be expressly and clearly waived by the state:

The School Board is correct that “[t]he doctrine of sovereign immunity ... provides that a sovereign cannot be sued without its own permission.” Am. Home Assurance Co. v. Nat’l R.R. Passenger Corp., 908 So.2d 459, 471 (Fla. 2005). “However, the Florida Constitution provides that the [l]egislature can abrogate the state’s sovereign immunity.” *Id.*; see also art. X, § 13, Fla. Const. (“Provision may be made by general law for bringing suit against the state as to all liabilities now existing or hereafter originating.”). “Only the [l]egislature has authority to enact a general law that waives the state’s sovereign immunity. Further, any waiver of sovereign immunity must be clear and unequivocal.” Am. Home Assurance, 908 So.2d at 471-72 (citation omitted). And legislative waivers of sovereign immunity must be strictly construed. (“Waiver will not be found as a product of inference or implication.”) Lee Cnty. Sch. Bd. v. State Farm Mut. Auto. Ins. Co., 276 So. 3d 352, 355 (Fla. 2d DCA 2019)

2. None of the allegations in Plaintiffs’ Amended Complaint allege that Plaintiffs contracted with the OCSB or that Plaintiffs complied with Section 768.28 providing a limited waiver of sovereign immunity.

Plaintiffs’ Amended Complaint fails to plead any facts or legal basis for the OCSB waiving sovereign immunity for the Plaintiffs’ claims. Controlling Florida Supreme Court precedent requires Plaintiffs to plead in their Amended Complaint that the OCSB waived sovereign immunity in compliance with Section 768.28, Fla. Stat. *Levine v. Dade County School Board*, 442 So. 2d 210 (Fla. 1983). Where the complaint allegations establish that it is impossible for a plaintiff to plead it timely provided the notices required by Section 768.28 to establish waiver of sovereign immunity, then the courts are required to dismiss the Plaintiffs’ claims with prejudice:

Under section 768.28(6), not only must the notice be given before a suit may be maintained, but also the complaint must contain an allegation of such notice. *Commercial Carrier Corp. v. Indian River County*, 371 So.2d 1010 (Fla. 1979). Where the time for such notice has expired so that it is apparent that the plaintiff cannot fulfill the requirement, the trial court has no alternative but to dismiss the complaint with prejudice. *Dukanauskas v. Metropolitan Dade County*, 378 So.2d 74 (Fla. 3d DCA 1979).

Id.

Although Plaintiffs allege the legal conclusion that Exhibit 1 to the Amended Complaint contains a “deed restriction/restrictive covenant” requiring the Hungerford Property to be used “as a public school for negroes”, the deed attached as Amended Complaint Exhibit 1 shows this legal conclusion is false. “Conclusions of law also are not deemed admitted for purposes of the motion.” *Yunkers v. Yunkers*, 515 So. 2d 419, 419 (Fla. 3d DCA 1987) (Internal citations omitted). Controlling precedent also states when a party attaches a document to a complaint that contradicts the complaint allegations, the document controls. Rule 1.130(b) provides that “[a]ny exhibit attached to a pleading shall be considered a part thereof for all purposes. . . .if the attached exhibits negate the allegations of the complaint, the plain language of the document will control and may be a basis for a motion to dismiss.” *Hollywood Lakes Section Civic Ass’n, Inc. v. City of Hollywood*, 676 So. 2d 500, 501 (Fla. 4th DCA 1996); *Ginsberg v. Lennar Fla. Holdings, Inc.*, 645 So. 2d 490, 494 (Fla. 3d DCA 1994) (“Exhibits attached to the complaint are controlling, where the allegations of the complaint are contradicted by the exhibits, the plain meaning of the exhibits will control.”); *Appel v. Lexington Insurance Co.*, 29 So. 3d 377 (Fla. 5th DCA 2010)(“Where a document on which the pleader relies in the complaint directly conflicts with the allegations of the complaint, the variance is fatal and the complaint is subject to dismissal for failure to state a cause of action”); *Chiang v. Wildcat Groves, Inc.*, 703 So. 2d 1083 (Fla. 2d DCA 1997)(It is a “basic precept” that exhibits attached to a complaint become part of the complaint and must be considered in conjunction with the allegations of the complaint in resolving a motion to dismiss).

The Deed that Plaintiffs attached as Amended Complaint Exhibit 1 contains no use restriction or restrictive covenant. Instead, the only use restriction appears in the 1951 Court Imposed Use Restriction Order that was subsequently released by the Courts in the subsequent litigation final orders that the Plaintiffs failed to timely intervene or appeal. Plaintiffs do not allege

any contract, deed, or other legal basis to plead that the OCSB waived sovereign immunity for any claim raised by Plaintiffs, as required before this Court can consider granting any relief sought in the deficient Amended Complaint. Plaintiffs cite only general jurisdictional statutes, but do not allege that the Florida Legislature has waived the OCSB's sovereign immunity as required for this Court to hear Plaintiffs' untimely attempts seeking to have this Court act as an untimely appellate court to overturn historical final court rulings and the OCSB's final decisions alleged in the Amended Complaint.

3. **This court lacks jurisdiction to hear Plaintiffs' untimely claims seeking to overturn historical final OCSB decisions and final court rulings.**

A. **Plaintiffs' allegations seeking to overturn the prior final litigation rulings are barred by lack of jurisdiction because Plaintiffs' Amended Complaint is not a timely appeal or valid Rule 1.350 motion for rehearing filed by a party to the litigation, as required for this Court to be able to reverse or modify the longstanding final rulings.**

Plaintiffs' Amended Complaint requests the trial court overturn prior final orders in the litigation where the OCSB and other entities were parties, but the Plaintiffs were not. Final orders are alleged in the Amended Complaint that released the OCSB and its property from the 1951 Court-imposed Use Restriction Order because the use restriction was unconstitutional by requiring the OCSB to operate a public school "for negroes", in violation of the United States Constitution Equal Protection Clause and the subsequent desegregation litigation orders requiring the OCSB to operate only desegregated public schools. The final orders alleged in the Amended Complaint include Judge Conway's Order finding that the OCSB had met all requirements for the desegregation order to be lifted in *Ellis v. Orange County Board of Public Instruction*, No. 6:62-cv-1215-ACC-GJK (M.D. Fla., Filed April 6, 1962) (*See* Amended Compl. ¶48), the 1974 final order authorizing the lifting of the 1951 Court-imposed Use Restriction in *Sch. Bd. Of Orange*

Cnty. V. Harrison, at 5-6(Fla. 9th Jud. Cir., Jan. 18, 1974 (*See* Amended Compl. ¶64), and the final order approving settlement which removed the unconstitutional use restriction from the Hungerford Property and retained jurisdiction to enforce same in *Town of Eatonville v. Allen*, 2011-CA-000792-O (Fla. 9th. Jud. Circ., Filed Jan. 19, 2011) (*See* Amended Compl. ¶94 ____)

Plaintiffs made no attempt to intervene or to object to the above final litigation orders and this court lacks jurisdiction to do so now, long after those orders became final, according to binding precedent:

After rendition of a final judgment, the trial court loses jurisdiction over the case except to enforce the judgment and except as provided by rule 1.540. The one exception to the rule of absolute finality is rule 1.540, which gives the court jurisdiction to relieve a party from the act of finality in a narrow range of circumstances. . . . jurisdictional time limits such as the time for filing a notice of appeal or a motion for a new trial, may not be extended for any reason . . . Once beyond the reach of rule 1.540(b), the final judgment of foreclosure passed into the unassailable realm of finality.

Bank One, N.A. v. Batronie, 884 So. 2d 346, 348-49 (Fla. 2d DCA 2004) (internal marks and citations omitted).

B. Plaintiffs’ action was filed in 2023, years after the OCSB’s decisions relating to the disposition and use of the Hungerford property that Plaintiffs seek to overturn, depriving the Court of jurisdiction over this action, because Plaintiffs failed to file a timely petition for writ of certiorari within 30 days of those historical OCSB decisions, as required to confer subject matter jurisdiction on a reviewing court.

“A petition for writ of certiorari "shall be filed within 30 days of rendition of the order to be reviewed." *Fla. R. App. P.* 9.100(c)(1). "[A]n untimely petition for writ of certiorari is ineffective to confer jurisdiction on the appellate court." *Caldwell v. Wal-Mart Stores, Inc.*, 980 So. 2d 1226, 1228 (Fla. 1st DCA 2008). *Pro-Karting Experience, Inc. v. 34th St., Ltd. Liab. Co.*, 49 Fla. L. Weekly D149 (Fla. 2d DCA January 12, 2024).

The following actions were taken by the OCSB as alleged by Plaintiffs:

1. The OCSB decided to close Hungerford School in 1999 and reopened it the same year as Hungerford Preparatory High School, which was subsequently closed by the OCSB in 2009. *See* Amended Compl. ¶¶54-55.
2. The first OCSB contract with Eatonville was approved in 2010. *See* Amended Compl. ¶68
3. The second OCSB contract with Eatonville was approved in 2019. *See* Amended Compl. ¶125.
4. The OCSB approval of the Amended Settlement Agreement occurred at its December 16, 2016, meeting. *See* Amended Compl. ¶ 106.
5. The OCSB entered a contract and sold a portion of the Hungerford Property to Hostdime in 2016. *See* Comp. ¶107.
6. In February 2020, the OCSB issued a Request for Proposals to develop the Hungerford Property, which was reissued again in June 2021. *See* Amended Compl. ¶¶127-128.
7. The OCSB entered one (1) contract resulting from the competitive solicitation for Requests for Proposals issued in June 2021 with Falcone & Associates LLC. *See* Amended Compl. ¶129. The Falcone & Associates LLC contract was entered into in December of 2021. *Id.*
8. The Plaintiffs admit that the OCSB voted several times to extend the closing date with Falcone & Associates LLC in 2022 and 2023. *See* Comp. ¶133.
9. OCSB approved the Hungerford Chapel Trust release of the 1951 Court-imposed Use Restriction as well as a quit claim deed for the Hungerford Chapel to the OCSB on June 8, 2022. *See* Amended Compl. ¶¶ 111-112.

Plaintiffs fail to allege the filing of any timely petition for writ of certiorari and

this present action was filed more than 30 days following the alleged actions that Plaintiffs seek to have overturned.

E. CONCLUSION

As set forth above, Plaintiffs' Amended Complaint fails to plead any fact or attach any document alleging that the OCSB waived sovereign immunity, as required for Plaintiffs to state any claim for relief pursuant to Florida law. The OCSB's sovereign immunity precludes this Court from hearing and granting any relief sought in the Plaintiffs' Amended Complaint. Based on the dates and facts admitted in Plaintiffs' Amended Complaint, it is also impossible for the Plaintiffs to allege that sovereign immunity was waived for the claims alleged in the Amended Complaint, which requires that Plaintiffs' claims must be dismissed with prejudice as being barred by sovereign immunity.

Plaintiffs' Amended Complaint further admits undisputed facts proving Plaintiffs failed to pursue the required legal remedies to intervene in the prior litigation described in their Amended Complaint and failed to timely challenge the resulting final orders described in the Amended Complaint. Plaintiffs also admit they failed to file any petition for writ of certiorari to appeal the OCSB historical final decisions. Plaintiffs seek to untimely challenge the OCSB's efforts to desegregate and eliminate racially segregated schools, to eliminate the unconstitutional 1951 Court-imposed Use Restriction Order requiring the OCSB to operate a segregated school "for negroes", and related historical decisions that Plaintiffs untimely seek to have this Court overturn in the Amended Complaint. Because the Plaintiffs failed to pursue their available legal remedies at the time of the historical decisions that they untimely seek to have this Court review and overturn, this Court lacks jurisdiction to overturn the final decisions of the OCSB, and the prior Courts, that Plaintiffs attempt to challenge in the Amended Complaint.

These prior historical court rulings that Plaintiffs' Amended Complaint alleges and seeks to overturn, became final and non-appealable many years before Plaintiffs' present action was filed in 2023. The prior court rulings are final because no appeal or motion for rehearing was filed, and this Court lacks jurisdiction to entertain Plaintiffs' untimely attempts to reverse those historical final rulings.

This Court also lacks jurisdiction to overturn the OCSB's historical decisions relating to OCSB real property because the Plaintiffs failed to timely invoke the Court's common law certiorari jurisdiction to appeal any OCSB decision alleged in the Amended Complaint. Common law certiorari jurisdiction exists for circuit courts to review local government decisions where a Petition for Writ of Certiorari is timely filed within 30 days of the decision being challenged. Plaintiffs did not file a timely writ of certiorari petition within 30 days of OCSB's decisions relating to the Hungerford Property. The 30 days to file a petition for certiorari is jurisdictional and deprives this Court of jurisdiction to review such decisions that Plaintiffs' Amended Complaint seeks to untimely overturn.

WHEREFORE, Defendant OCSB respectfully requests that this Court enter an order granting this Motion for Judgement on the Pleadings dismissing the Amended Complaint with prejudice.

/s/ Christopher J. Wilson
Christopher J. Wilson
Florida Bar No. 014878
C.J. Wilson Law, P.A.
Orlando, Florida 32803
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Facsimile No.: (407) 305-6184
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Attorney for School Board of Orange County, FL

/s/ Keith A. Graham
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Marchena and Graham, P.A.
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Orlando, Florida 32814
Telephone No.: (407) 658-8566
Facsimile No.: (407) 281-8564
Primary Email: kgraham@mgfirm.com
Secondary Email: jsabater@mgfirm.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of July, 2024, I electronically filed the foregoing with the Clerk of Courts by using the E-Portal System pursuant to Florida Rule of Judicial Administration 2.516 (a) , which E-Portal will provide service upon the attached Service list.

/s/ Christopher J. Wilson
Christopher J. Wilson
Florida Bar No. 014878
C.J. Wilson Law, P.A.
Orlando, Florida 32803
Telephone No.: (407) 232-2003
Facsimile No.: (407) 305-6184
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Attorney for School Board of Orange County, FL

/s/ Keith A. Graham
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Primary Email: kgraham@mgfirm.com
Secondary Email: jsabater@mgfirm.com

Exhibit “1”
[Plaintiffs Amended Complaints Exhibit 1]

Filing # 177294458 E-Filed 07/12/2023 06:15:20 PM

COMPLAINT EXHIBIT 1

MAY 16 1951
12-20-51

DEED BOOK 867 PAGE 247

280147

1430-124

TRUSTEES' DEED

WHEREAS, on May 6th, 1950, Clarence A. Coddington, Herbert Halverstadt, Joseph W. Hooke, Marshall W. Boor, Randall Chase, Hugh Powell and Laura Scott Kirton, as Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, pursuant to an order of the Circuit Court of Orange County, Florida, dated May 1, 1950, leased to The Board of Public Instruction of Orange County, Florida, the real estate therein described and the personal property listed on Schedule 1 thereto attached; and

15.6
18-10
WHEREAS, Schedule 1 hereto attached is a true and correct copy of Schedule 1 attached to said lease; and

WHEREAS, the Circuit Court of Orange County, Florida, in that certain cause lately pending in said Court wherein Clarence A. Coddington, Herbert Halverstadt, Joseph W. Hooke, Marshall W. Boor, Randall Chase, Hugh Powell and Laura Scott Kirton, as Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, were plaintiffs, and Richard W. Ervin, as Attorney General of the State of Florida, Constance Fenske, Elizabeth H. Goodwin, Ruth C. Monroe, Faith Booth, Cornelia Sparks, Robert A. Hungerford and Mary Hungerford, his wife, Hartford National Bank and Trust Company, a banking corporation organized under the laws of the United States, with its principal place of business in Hartford, Connecticut, as Trustee under the Last Will and Testament of Richard Wright, deceased, The American Missionary Association, a corporation organized and existing under the laws of the State of New York, with its principal place of business at 287 Fourth Avenue, New York City, New York, Eliza Boies Day, Isabella B. T. Cooke, James Blaine Mosely and Matilda Mosely, his wife, Sam Mosely, Bessie Whitaky, Mary Hill, Willie Sewell and Madeline Sewell, his wife, Elois Mayze, Lewis Sewell and Hortense Sewell, his wife, Mary Hilton, John T. Shufton, Mary V. Wofford,

George H. Opdyke, W. M. Wells, Frank A. Assmann, Ambrose Vernon, Dickson-Ives Company, a corporation organized and existing under the laws of the State of Florida, with its principal place of business in Orlando, Florida, The Davella Mills Foundation, a corporation organized and existing under the laws of the State of New Jersey, with its principal place of business in Upper Montclair, New Jersey, The Board of Public Instruction of Orange County, Florida, a public corporation of the State of Florida, and all unknown persons as spouses, heirs, devisees, grantees, creditors or other parties claiming by, through, under or against Antoinette H. Cleaveland, deceased, and all unknown persons as spouses, heirs, devisees, grantees, creditors or other parties claiming by, through, under or against Nancy B. Hungerford, deceased, and all unknown persons as spouses, heirs, devisees, grantees, creditors or other parties claiming by, through, under or against Eliza Boies Day, and all unknown persons as spouses, heirs, devisees, grantees, creditors or other parties claiming by, through, under or against Isabella B. T. Cooke, and all unknown persons as spouses, heirs, devisees, grantees, creditors or other parties claiming by, through, under or against Samuel M. Mosely, deceased, and all unknown persons as spouses, heirs, devisees, grantees, creditors or other parties claiming by, through, under or against Sam Mosely, and all unknown persons as spouses, heirs, devisees, grantees, creditors or other parties claiming by, through, under or against Mary Hill, and all unknown persons as spouses, heirs, devisees, grantees, creditors or other parties claiming by, through, under or against Annie Sewell, deceased, and all unknown persons as spouses, heirs, devisees, grantees, creditors or other parties claiming by, through, under or against John T. Shufton, and all unknown persons as spouses, heirs, devisees, grantees, creditors or other parties claiming by, through, under or against Mary V. Wofford, and all unknown persons having or claiming to have any right, title or interest in the real property hereinafter described, authorized, ordered and directed said Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert

Hungerford Industrial School of Eatonville, Orange County, Florida, upon receipt by them of the sum of Sixteen Thousand Five Hundred Seventy-One Dollars and Fifty-Six Cents (\$16,571.56) and of the May 1, 1951 installment of rent on said lease in the amount of Four Hundred Sixteen Dollars and Sixty-Seven Cents (\$416.67), to transfer and convey to The Board of Public Instruction of Orange County, Florida, a public corporation under the laws of the State of Florida, all that certain personal property listed on Schedule 1 attached to said lease and all other tangible personal property of said trust except the furnishings of the Stewart Memorial Chapel, and further authorized and directed said Successor Trustees to transfer and convey to said Board the real estate hereinafter described; and

WHEREAS, there has been duly paid to said Successor Trustees said sum of \$16,571.56 and said May 1, 1951 installment of rent on said lease in the amount of \$416.67, all in accordance with said order dated May 9, 1951;

NOW, THEREFORE, THIS INDENTURE, Made this 11th day of May, 1951, between Clarence A. Giddington, Herbert Halverstadt, Joseph W. Hooke, Marshall W. Boor, Randall Chase, Hugh Fowel and Laura Scott Kirton, as Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, hereinafter called the Grantors, and The Board of Public Instruction of Orange County, Florida, a public corporation under the laws of the State of Florida, hereinafter called the Grantee;

WITNESSETH: That the Grantors, as Successor Trustees aforesaid, pursuant to the aforesaid decree of the Circuit Court of Orange County, Florida, dated May 9, 1951, and in consideration of the premises and the sum of One Dollar (\$1.00) and other valuable considerations to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have conveyed, assigned, transferred, set over and delivered and by these presents do convey, assign,

transfer, set over and deliver unto the Grantee all that certain personal property listed on Schedule 1 hereto attached, and all other tangible personal property of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, except the furnishings of the Stewart Memorial Chapel, and have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, the following real estate situate, lying and being in Orange County, Florida, to-wit:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, the W $\frac{1}{2}$ of the SE $\frac{1}{4}$, the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 35, Township 21 South, Range 29 East, the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 22 South, Range 29 East, and the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 21 South, Range 29 East, with the exceptions and reservations hereinafter set out,

together with all and singular the tenements and hereditaments thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns forever, as fully and effectually to all intents and purposes in law as the Grantors might, could or ought to convey the same in compliance with the decree of the Circuit Court of Orange County, Florida above mentioned, dated May 9, 1951.

There is reserved and excepted from the real estate conveyed by this deed the following described real estate situate, lying and being in Orange County, Florida, to-wit: From a point 159 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° 41' east 352.3 feet, thence south 82° 29' west 377.9 feet, thence south 4° 33' east 20.03 feet to point of beginning, thence south 4° 33' east 66.9 feet, thence north 85° 27' east 75 feet to center of intersection of south and east walls of Chapel, thence north 4° 53' west 70.77 feet, thence south 82° 29' west to point of beginning; and there is likewise reserved the furnishings in the Stewart Memorial Chapel on the real property reserved; and there is also reserved to the grantors herein and their successors in trust the right of ingress and egress to and from the Stewart Memorial Chapel on said premises over and across the following described premises

situate 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 159 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° 41' east 352.3 feet, thence south 82° 29' west 377.9 feet; said right of ingress and egress to include all persons who shall use said Stewart Memorial Chapel with the consent of the grantors herein or their successors in trust.

The Grantors do further assign, transfer and set over unto the Grantee all insurance policies held by the Grantors on improvements on the real estate hereinbefore transferred to the Grantee herein as well as all insurance policies held on the personal property hereinbefore transferred to the Grantee herein, and do hereby remise, release and fully discharge the Grantee herein of and from any and all cause of action, claim and demand whatsoever by reason of the installment of rent due June 1, 1951 on the lease hereinbefore mentioned.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this the 11th day of May, A. D. 1951.

Signed, sealed and delivered in the presence of:

H. E. Hungerford
As to Clarence A. Coddington,
as one of said Trustees

M. E. Minner
As to Herbert Halverstadt,
as one of said Trustees

L. P. O'Brien
As to Joseph V. Hooke, as
one of said Trustees

L. P. O'Brien
As to Marshall W. Boor, as
one of said Trustees

Ralph A. Smith
As to Randall Chase, as one
of said Trustees

Rich. Barry Powell
As to Hugh Powell, as one of
said Trustees

Kate M. Brown
As to Laura Scott Kinton, as
one of said Trustees

Clarence A. Coddington (SEAL)

Herbert Halverstadt (SEAL)

Joseph V. Hooke (SEAL)

Marshall W. Boor (SEAL)

Randall Chase (SEAL)

Hugh Powell (SEAL)

Laura Scott Kinton (SEAL)

As Successor Trustees of the
Public Charitable Trust and
Property and Assets of the Robert
Hungerford Industrial School of
Eatonville, Orange County, Florida

STATE OF FLORIDA)
COUNTY OF ORANGE) SS

On this day personally appeared before me, the undersigned subscribing officer, Clarence A. Coddington, to me well known and known to me to be one of the persons described in and who executed the foregoing instrument as one of the Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, and he acknowledged before me that he executed the same as one of said Successor Trustees for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Wesley Park in said County and State, this the 11th day of May, A. D. 1951.

Wm. C. Coddington
Notary Public, State of Florida at Large
My commission expires Feb. 19, 1955.
Bonded by American Surety Co., N.Y.

STATE OF FLORIDA)
COUNTY OF ORANGE) SS

On this day personally appeared before me, the undersigned subscribing officer, Herbert Halverstadt, to me well known and known to me to be one of the persons described in and who executed the foregoing instrument as one of the Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, and he acknowledged before me that he executed the same as one of said Successor Trustees for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Wesley Park in said County and State, this the 11th day of May, A. D. 1951.

H. E. Halverstadt
Notary Public, State of Florida at Large
My commission expires Feb. 19, 1955.
Bonded by American Surety Co., N.Y.

STATE OF FLORIDA)
COUNTY OF ORANGE) SS

On this day personally appeared before me, the undersigned subscribing officer, Joseph W. Hooke, to me well known and known to me to be one of the persons described in and who executed the foregoing instrument as one of the Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, and he acknowledged before me that he executed the same as one of said Successor Trustees for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Wesley Park in said County and State, this the 11th day of May, A. D. 1951.

Joseph W. Hooke
Notary Public, State of Florida at Large
My Commission Expires August 31, 1954.

STATE OF FLORIDA)
COUNTY OF ORANGE) SS.

On this day personally appeared before me, the undersigned subscribing officer, Marshall W. Boor, to me well known and known to me to be one of the persons described in and who executed the foregoing instrument as one of the Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, and he acknowledged before me that he executed the same as one of said Successor Trustees for the uses and purposes therein expressed.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Winter Park in said County and State, this the 11th day of May, A. D. 1951.

James C. Smith
Notary Public, State of Florida at Large.
My Commission Expires August 31, 1954.

STATE OF FLORIDA)
COUNTY OF SEMINOLE) SS

On this day personally appeared before me, the undersigned subscribing officer, Randall Chase, to me well known and known to me to be one of the persons described in and who executed the foregoing instrument as one of the Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, and he acknowledged before me that he executed the same as one of said Successor Trustees for the uses and purposes therein expressed.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Sanford in said County and State, this the 11th day of May, A. D. 1951.

Randall Chase
Notary Public, State of Florida at Large.
My commission expires May 10, 1955.
Bonded by American Surety Co. of N. Y.

STATE OF FLORIDA)
COUNTY OF ORANGE) SS.

On this day personally appeared before me, the undersigned subscribing officer, Hugh Powel, to me well known and known to me to be one of the persons described in and who executed the foregoing instrument as one of the Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, and he acknowledged before me that he executed the same as one of said Successor Trustees for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at ORLANDO, FLA. in said County and State, this the 11th day of May, A. D. 1951.



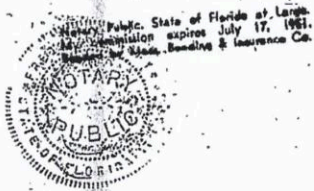
Hugh Powel
Notary Public, State of Florida at Large.
My Commission Expires January 24, 1952.

DEED BOOK 867 PAGE 254

STATE OF FLORIDA)
COUNTY OF ORANGE) SS

On this day personally appeared before me, the undersigned subscribing officer, Laura Scott Kirton, to me well known and known to me to be one of the persons described in and who executed the foregoing instrument as one of the Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, and she acknowledged before me that she executed the same as one of said Successor Trustees for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Eatonville, Florida in said County and State, this the 11 day of May, A. D. 1951.



Laura Scott Kirton
Notary Public



FILED IN THE OFFICE OF THE CLERK OF THE
CIRCUIT COURT OF ORANGE COUNTY, FLORIDA ON
MAY 16 1951 AT 12:30 O'CLOCK P.M.
AND RECORDED IN DEED
BOOK NO. 867 PAGE 247-269
AND RECORD VERIFIED

Arthur W. Howell
CLERK

ADMINISTRATIVE DEPARTMENT

Inventory

2 Four-Door Cabinets
4 Tables
2 Book shelves
2 Desks
6 Straight Chairs
1 Mail Cabinet
5 Filing Cabinets (3 large & 2 small)
1 Adding Machine
1 Ditto Machine
1 Safe
1 Desk Chair (Office)
1 Paper Cutter
1 File Rack
3 Typewriters (Nos. RMG-3942124, RMG-3941047 and 68714)
1 Chevrolet Truck, 1/2 Ton Pick-Up

SCHEDULE 1

COUNTY DEPARTMENT INVENTORY

1 Vertical Cabinet (4 drawers)
 1 Desk File (2 drawers)
 1 Bookcase
 15 Desks
 15 Straight Chairs
 4 Swivel Chairs
 1 Tablet Arm Chair
 1 Pencil Sharpener
 1 Adding Machine
 1 Table

TYPEWRITERS AND NUMBERS

Furnished by Orange County

Royal KKM-3688980
 Royal KMG-3948561
 Royal KMG-3948477
 Royal KKM-3683936
 Sigarnature N-1056665
 Underwood 1769300-5
 Royal KKM-3691116
 Underwood 1835527-5
 Underwood 434893
 Underwood 3908264
 Woodstock N-682086B

Owned by Hungerford

Royal KH-1843082
 Royal X-255552
 Remington X-208826
 Royal 111846-5
 L.C. Smith 926279B-14
 Remington RZ-75413

HOME ECONOMICS (Equipment) INVENTORY:

2 Treadle Sewing Machines @ \$135.00	\$270.00
3 Electric Sewing Machines @ \$42.00	\$126.00
1 Filing Cabinet	\$12.00
5 Tables	
24 Chairs	
2 Desks	
1 Gas Stove	\$125.00
1 Electric Stove	\$145.00
1 Hot Water Heater	
1 Refrigerator	\$225.00
2 Sets of silverware, service for six @ \$7.95	\$15.90
1 Set of dishes, service for 12	\$25.00
3 Coffee Pots @ \$2.00	\$6.00
1 Meat Grinder	\$5.00
1 Kettle	\$2.95
1 Toaster	\$3.00
5 Strainers @ \$0.75	\$3.75

SCIENCE LABORATORY INVENTORY

- 1 Binoscope
- 2 Microscopes
- 6 Hand magnifiers
- 2 Laboratory tables
- 1 Demonstration table
- 1 Fire Extinguisher
- 9 Shelves
- 42 Chairs
- 1 Bookcase
- 5 Cabinets

RADIO EQUIPMENT INVENTORY

1 Supreme Ohm Meter 4	
1 Supreme Signal Generator	
1 Supreme Tub. Tester	
Tools	\$30.00
Miscellaneous parts	150.00
3 Radio Kits	45.00
3 Radio Test Meters	
1-16 MM Movie Projector	
3 Amplifiers (Assembled)	
4 Radios, 5-Tube Super-hetrodyne	
2 Soldering Irons	
2 Pr. Pliers	
2 Pr. Wire Cutters	
1 Phillip Screw driver	
6 Test Batteries	
2 Screw Drivers	

CLASSROOMS AND AUDITORIUM

1 Table	
197 Old Tablet Arm Chairs	@ 210.00
11 Benches	@ 10.00
50 New Chairs	@ 4.00
1 Piano	@ 200.00
4 Desks	@ 10.00
1 Altar	@ 10.00

(CLASSROOMS AND AUDITORIUM - Cont.)

1	Piano Stool	\$ 5.00
6	Straight Chairs	
1	Swivel Chair	
2	Bookcases	

LAUNDRY (Equipment) INVENTORY

2	Washers (Laundry-all)	\$450.00
8	Electric Irons	20.00
1	Double Wash	40.00
6	Ironing Boards	

SNACK BAR (Equipment) INVENTORY

~~Building cost by Athletic Department and Senior Class \$1257.00~~

2	Wall Cabinets	15.00
2	Counters	20.00
3	Tables	10.00
6	Chairs	10.00

FIRE STATION (Equipment) INVENTORY

	Portable Hose Wheel	\$75.00
	Water Hose (300 ft.)	150.00

LIBRARY INVENTORY

22 Chairs
 4 Tables
 2 Tables for working
 1 Checking Counter
 1 Underwood Typewriter, No. S11-5782/03
 1 Step Ladder
 1 Oil Burner
 1 Globe
 1 Four-drawer wooden file cabinet
 1 Fibre waste Basket
 1 Magazine Rack
 1 Newspaper holder
 4 Single-faced stacks
 3 Double-faced stacks
 2 Two-drawer wooden card catalog files

BOOK COLLECTION

247 Reference	79 - Story Collection
27 - No. 000	235- Biography
71 - No. 100	758- Fiction
160- No. 200	
205- No. 300	2867 Total
40 - No. 400	
139- No. 500	
92 - No. 600	
50 - No. 700	
383- No. 800	

WASHINGTON HALL (Second Floor) INVENTORY

3 Dressers
3 Heaters
5 Chairs
1 Arm Chair
3 Straight Chairs
5 Tables
3 Double Beds
2 Single Beds
4 Pr. Springs
4 Mattresses
7 Rockers
2 Movable Closets
1 Desk

DINING HALL (Equipment) INVENTORY

11 Tables
51 Chairs
1 Ice Unit
72 Plates
127 Large Dishes
23 Small Dishes
4 Teacup Plates
22 Dishes
16 Transport Dishes
5 Flasks
17 Glasses
3 Paper Cups

(cont.)

(DINING HALL INVENTORY - Cont.)

2 Mixing Bowls
 12 Medium Bowls
 63 Forks
 35 Small Spoons
 9 Large Spoons
 60 Knives
 1 Rolling Pin
 6 Dipping Spoon
 1 Salad Spoon
 3 Carving Spoons
 2 Egg Beaters
 3 Extra-large Forks
 2 Strainers
 2 Potato Mashers
 2 Graters
 2 Cleavers
 1 Knife Sharpener
 2 Pancake-turners
 1 Potato-peeler
 2 Can Openers
 1 New Refrigerator

4764.00

AUTO MECHANICS (Equipment) INVENTORY

TOOLS

2	Vises	4100.00
1	Back saw frame	
1	Portable Electric Drill	60.00
1	Inside Caliper	
1	Outside Caliper	
1	Tap & Die Set	35.00
1	Fire Extinguisher	
1	Cell Tester	
1	Battery Charger	25.00
1	Air Compressor	175.00
1	Drop Light	
2	Creepers	
1	Valve Spring Compressor	
1	Piston Ring Compressor	
1	Hand Lubrication Gun	
1	Brake Re-Lining Maching	89.00
1	Welding Machine & Hood	200.50
1	Test Light	
1	Battery Strap	
1	Wire Brush	
1	Misc. Tool Box	225.00
1	Hydraulic Jack	49.75
2	5-gal. oil cans	
1	Chain Hoist	
2	Tire tools	

(AUTO MECHANICS INVENTORY) - Cont.

- 1 Service Tire Gauge
- 1 Feeler Gauge

WOOD WORKING TOOLS INVENTORY

5	Hammers	2	Glass Cutters	
4	Hatchets	6	Cabinets Pope Clamps	
11	Scrapers	1	Drill Press (Elec.)	42.50
5	Crossgrain saws	1	Bench Saw (Elec.)	35.00
4	Ratchet Braces	1	Grinder (Elec.)	26.50
7	C-Clamps	1	Shaver Spade (Elec.)	
3	Frame Squares	1	Bandsaw (Elec.)	65.00
6	Hack Flaves	1	Paint Sprayer (Elec.)	45.00
5	Tracking Bars	4	Motors	
4	Smothing Planers			
2	Draw Knives			
2	Spirit Levels			
4	Compass Saws			
4	Wood Rasps			
1	Set of Chisels			
1	Set of Lathe Tools			
3	Keyhole Saws			
4	Cement Edgers			
2	Tin Snips			
2	Block Planers			
2	Hand Drills			
4	Try Squares			
5	Augur Bits			

A SEMI-ANNUAL INVENTORY FOR THE
AGRICULTURE DEPARTMENT

DAIRY

1	Heater	\$200.00
1	Separator	70.00
1	10-gal. Milk Can	7.00
2	5-gal. Milk Cans	10.00
2	3-gal. Milk Cans	7.00
5	Milk Pails	10.00
1	Milk Cooler	500.00
1 pr.	Milk Scales	10.00
1	Weigh Scoop	7.00
6	Cows-mature	800.00

POULTRY

1	Brooder 800 chick capacity	100.00
1	Brooder 100 chick capacity	5.00
1	Nests Metal	20.00
6	Drinking Fountains	20.00
5	Feeders	10.00
50	Pullets, 7 months	150.00
15	Hens, 10 months	135.00
10	Swine	100.00

FARM AND GARDEN EQUIPMENT

1	Tractor	\$1375.00
1	Misc	150.00
1	Plan	100.00

(FARM & GARDEN EQUIPMENT - cont.)

1	Hay Rake	25.00
1	Cultivator and Planter	42.00
4	Hand Cultivators	7.00
5	Hoes	10.00
3	Hand Plows	17.00
4	Hay Forks	20.00
1	Scuffle Hoe	1.00
1	Sprayer	2.50
3	Axes	9.00
1	Cross-cut Saw	10.00
1	Push Ax	3.00
1	Seed Sower	3.00
4	Trowels	2.00
1	Leaf Fork	4.00
2	Post Hole Diggers	6.00
4	Shovels	7.00
2	Manure Scoops	3.00
1	Watering Can	3.00
2	Wheel Barrows	25.00
1	Spading Fork	2.00
1	Duster	2.00
3	Strawberry Hoes	5.00
2	Links of Garden Hose	2.50
4	Rakes	6.00
9	Hoes	16.00
4	Seed Cutters	5.00
1	Planter	25.00

LAWN EQUIPMENT

1	Power mower	200.00
1	Hand mower	75.00
3	Hand saws	45.00
4	Lawn rakes	6.00
1	Shovel	2.00
1	Shears, hedge	3.00
1	Pruning shears	7.00
2	Sprinklers	7.00

GIRLS' DORMITORY INVENTORY

40	Beds	1	Rocking Chair
32	Mattresses	9	Gas Heaters
11	Tables	18	Wall Pictures
21	Dressers	4	Waste Baskets
18	Closets	1	Piano
35	Chairs	1	Sofa
17	Mirrors		
11	Bookcases		

BOYS' DORMITORY INVENTORY

23 Cots
 26 Double-decker beds
 51 Mattresses
 51 Chairs
 Cloth Cabinet
 Cloth Chests
 Single Beds
 Water Heating Unit
 1 Piano
 25 Chairs
 1 Lounge Suit
 1 Wall Book Cabinet

State of Florida, County of Orange
 I hereby certify that the above and foregoing is a true and correct copy of the instrument filed in this office.
 Confidential items have been removed, pursuant to Fla. R. Gen. Prac. Jud. Admin. 2.420.
 Witness my hand and official seal this 26 day of April, 2024.
 Tiffany Moore Russell, Clerk of the Circuit Court
 By: [Signature] Deputy Clerk



IN CIRCUIT COURT, NINTH JUDICIAL
CIRCUIT OF FLORIDA, IN AND FOR
ORANGE COUNTY. IN CHANCERY

No. 23174

CLARENCE A. CODDINGTON, HERBERT HALVERSTADT,
JOSEPH W. HOOKE, MARSHALL W. BOOR, RANDALL
CHASE, HUGH POWEL and LAURA SCOTT KIRTON, as
Successor Trustees of the Public Charitable
Trust and Property and Assets of the Robert
Hungerford Industrial School of Eatonville,
Orange County, Florida,

Plaintiffs,

vs.

RICHARD W. ERVIN, as Attorney General of the
State of Florida, et als.,

Defendants.

FINAL DECREE

This cause came on to be further heard, and was argued by
counsel; and thereupon, upon consideration thereof,

IT WAS ORDERED, ADJUDGED AND DECREED AS FOLLOWS, VIZ:

1. That this Court has jurisdiction of the subject matter
and of the parties.

2. That the Attorney General of the State of Florida was
properly made a party defendant herein to represent the general pub-
lic, including the beneficial interests under the public charitable
trust, with regard to the existence of a general charitable intent
warranting the use of cy pres, and with relation to the questions
whether there has been a failure of the charity as originally
planned and what substituted scheme would be the best, and also with
regard to any and all other questions involved herein.

3. That successors in interest to various original
grantors of the real estate to the trust are proper parties defendant
to determine whether there has been such a failure of the trust as
originally planned as to be grounds for any resulting trust and so
that any decree entered herein may be binding on them with regard to
the real estate herein involved.

4. That there are more than five hundred donors who have from time to time given to Robert Hungerford Industrial School and whose donations have made possible the improvements now on the real estate belonging to the trust and whose donations have also contributed to the acquisition of the tangible personal property of the trust; that the defendants George H. Opdyke, W. M. Wells, Frank A. Assmann, Ambrose Vernon, Dickson-Ives Company and The Davella-Mills Foundation are representative donors and are proper parties to be made defendants to defend for the whole class of which they are representative members.

5. That The Board of Public Instruction of Orange County, Florida, is properly made a party defendant as the body to whom plaintiffs have proposed to transfer the real and personal property of the trust (with the exceptions indicated in the bill of complaint) if approved by the Court.

6. That it is impracticable and inexpedient to operate further a private boarding school on the premises described in paragraph VI of the bill of complaint and that the carrying out of the basic object and purpose and dominant thought and idea of the trust under which the properties of Robert Hungerford Industrial School are held and administered would be best served and most nearly accomplished by conveying outright to the public school system of Orange County, Florida, the real and tangible personal property of the school, reserving therefrom the Chapel and the furnishings thereof, together with the right of ingress thereto and egress therefrom, the decree directing the conveyance to contain the provision which is hereinafter contained with regard to the use to be made of said real and personal property.

7. That the settlor's original charitable intent was general and broad and not narrow and particular; and the fact that it is no longer practical or expedient to conduct a private boarding school on the premises referred to in the bill of complaint is not such a failure of the charity as originally planned as to be grounds for any resulting trust.

8. That the report and accounting of the plaintiffs herein as Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, filed pursuant to the decree of this Court, dated April 11, 1951, are hereby approved.

9. That the sum of \$16,571.56 is hereby determined to be the amount to be paid by The Board of Public Instruction of Orange County, Florida, in connection with the transfer to it of the real and personal property to be transferred to it, said amount being in addition to the May 1, 1951, installment of rent due on the lease to said Board by the plaintiffs entered into pursuant to order of this Court dated May 1st, 1950, it being contemplated that all insurance policies held by plaintiffs on improvements on the real estate transferred as well as all insurance policies held on the personal property transferred shall also be transferred to said Board of Public Instruction and that said Board shall be released from the June 1, 1951, installment of rent on said lease.

10. That upon receipt by plaintiffs of said sum of \$16,571.56 and of said May 1, 1951, installment of rent in the amount of \$416.67, plaintiffs Clarence A. Coddington, Herbert Halverstadt, Joseph W. Hooke, Marshall W. Boor, Randall Chase, Hugh Powel and Laura Scott Kirton, as Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida, are hereby authorized and directed to transfer and convey to The Board of Public Instruction of Orange County, Florida, a public corporation under the laws of the State of Florida, all that certain personal property listed on schedule 1 attached to the aforesaid lease entered into pursuant to said order of May 1, 1950, and all other tangible personal property of said trust except the furnishings of the Stewart Memorial Chapel, and are further authorized and directed to transfer and convey to said Board the following real estate situate, lying and being in Orange County, Florida, to-wit:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, the W $\frac{1}{2}$ of the SE $\frac{1}{4}$, the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 35, Township 21 South, Range 29 East, the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 22 South, Range 29 East, and the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 21 South, Range 29 East, with the exceptions and reservations hereinafter set out.

11. That upon the conveyance of said real and personal property to The Board of Public Instruction of Orange County, Florida, said real property shall be used as a site for the operation of a public school thereon for negroes with emphasis on the vocational education of negroes and to be known as "Robert Hungerford Industrial School" and the personal property so conveyed to said Board shall be used in connection therewith.

12. That the conveyance aforesaid to said Board of Public Instruction shall contain the following provision: "There is reserved and excepted from the real estate conveyed by this deed the following described real estate situate, lying and being in Orange County, Florida, to-wit: From a point 159 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° 41' east 352.3 feet, thence south 82° 29' west 377.9 feet, thence south 4° 33' east 20.03 feet to point of beginning, thence south 4° 33' east 66.9 feet, thence north 85° 27' east 75 feet to center of intersection of south and east walls of Chapel, thence north 4° 33' west 70.77 feet, thence south 82° 29' west to point of beginning; and there is likewise reserved the furnishings in the Stewart Memorial Chapel on the real property reserved; and there is also reserved to the grantors herein and their successors in trust the right of ingress and egress to and from the Stewart Memorial Chapel on said premises over and across the following described premises situate 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 159 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° 41' east 352.3 feet,

thence south 82° 29' west 377.9 feet; said right of ingress and egress to include all persons who shall use said Stewart Memorial Chapel with the consent of the grantors herein or their successors in trust."

13. That at the time of the transfer of said real and personal property to said Board of Public Instruction of Orange County, Florida, plaintiffs shall transfer to said Board all insurance policies held by plaintiffs on improvements on the real estate transferred as well as all insurance policies held on the personal property transferred and shall at the same time release said Board from the June 1, 1951, installment of rent on the aforesaid lease.

14. That this Court hereby reserves and shall retain jurisdiction in this cause over all of the funds, property and assets of the Public Charitable Trust of Robert Hungerford Industrial School of Eatonville, Orange County, Florida, not herein ordered transferred to said Board of Public Instruction.

DONE AND ORDERED at Orlando, Florida, this 9th day of May, A. D. 1951.

[Signature]
Circuit Judge

State of Florida, County of Orange
I hereby certify that the above and foregoing is a true and correct copy of the instrument filed in this office.
Confidential items have been removed, pursuant to Fla. R. Gen. Prac. Jud. Admin. 2.420.
Witness my hand and official seal this 26 day of April 2024
Tiffany Moore Russell, Clerk of the Circuit Court
By: *[Signature]* Deputy Clerk



FILED IN THE OFFICE OF THE CLERK OF THE
CIRCUIT COURT OF ORANGE COUNTY, FLORIDA ON
MAY 9 1951 AT 9:28 O'CLOCK A.M.
AND RECORDED IN CHANCERY ORDER
BOOK 140 PAGE 215-219
AND INDEXED VERIFIED

Exhibit "A-D"
[Defendants Answer Exhibits A,B,C,D]

Exhibit "A"

Filing # 33945962 E-Filed 11/02/2015 02:06:31 PM

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

CASE NUMBER: 2011-CA-000792

TOWN OF EATONVILLE, FLORIDA,

Plaintiff,

vs

CECIL ALLEN, ET AL.

Defendants.

_____ /

NOTICE OF FILING

COMES NOW, the Plaintiff, Town of Eatonville, Florida, by and through its undersigned attorney, and files this, its Notice of Filing of the Settlement Agreement in the above styled cause.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the foregoing have been furnished by the clerk's electronic service, to: John Ellis, johnellispsala@yahoo.com and John Palmerini, john.palmerini@ocps.net and cindy.valentini2@ocps.net, this 30th day of October 2015.

_____/s/
Joseph Morrell, Esq.
Florida Bar No.: 243299
1310 W. Colonial Drive, Suite 28
Orlando, Florida 32804
Tele: (407)425-1639
Fax: (407)649-8575
Primary email: morrell@bellsouth.net
Secondary email: jmorrellsr4@gmail.com
Attorney for Plaintiff

SETTLEMENT AGREEMENT

This Agreement is entered into on this 27th day of ~~September~~ *October* 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.

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: Tahameh Borden

Attest: [Signature]

State of Florida, County of Orange
I hereby certify that the foregoing is a true and correct copy of the instrument filed in this office.
Confidential or sealed items, if any, have been removed per Fla.R.Jud.Admin. 2.420.
Witness my hand and official seal this 08 day of MAY 2024
Tiffany Moore Russell, Clerk of the Circuit Court
By: [Signature] Deputy Clerk



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 ¼ of said Section 35; thence run North 86°30'54" West along the North line of said Southeast ¼ 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.

Exhibit "B"

DOC# 2016062025
12/21/2016 09:52:58 AM Page 1 of 10
Rec Fee: \$65.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00

Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: ORANGE COUNTY PUBLIC SCHO



**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

Page 1 of 3

State of FLORIDA, County of ORANGE.
Per §668.50, F.S., which defines and permits electronic signatures,
I certify that this is a true copy of the document as reflected in the
Official Records.

PHIL DIAMOND, COUNTY COMPTROLLER

Lenore Crayton
Deputy Comptroller

05/08/2024

Date



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:

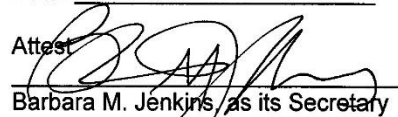
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida

By:


Name: William E. Sublette
Title: Chairman

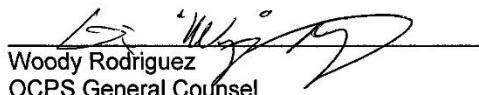
Date: DEC 13 2016

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

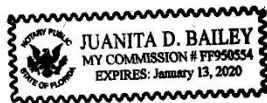
Attest: [Signature]
Printed Name: Julius B. Gordon, Jr.

** 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 1/4 of the Southeast 1/4, 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 1/4 of the Southeast 1/4, lying West of the West right of way line of West Avenue.

ALSO LESS AND EXCEPT: Commence at the Southwest corner of the Southeast 1/4 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.

BEST COPY

373594

DEED BOOK 978 PAGE 98

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 40° 45' east 476 feet, thence north 85° 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:

By

Judson C. Walker
Secretary

Clarence A. Coddington
Chairman

Signed, sealed and
Delivered in the
Presence of:

Leah B. Stange
Clarence A. Coddington
As to Chairman of The Board of
Public Instruction of Orange
County, Florida

Corvelia L. Feala
Clarence A. Coddington
As to Secretary of The Board of
Public Instruction of Orange
County, Florida



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DEED BOOK 978 PAGE 99

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.

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

FILED IN THE OFFICE OF THE CLERK OF THE
COUNTY OF ORANGE COUNTY, FLORIDA ON
APR 13 1954 BY 1:10 CLERK
AND RETURNED TO
DEED BOOK 978 PAGE 99
AND RECORD FILED

Arthur L. Straglin
CLERK



The School Board of Orange County, Florida

By: _____

Printed Name: William E. Sublette

Title: _____

Attest: _____

Printed Name: Barbara Jenkins

As its: Superintendent

Approved as to form and legality by the Office
of Legal Services to the Orange County School
Board on: 6-27-15 Signature: [Signature]
Print Name: John C. Palmerini

Town of Eatonville, Florida

By: _____

Printed Name: Anthony Grant, Mayor

Attest: _____

[Signature]

Town Clerk

Robert Hungerford Chapel Trust

BY: _____

Printed Name: Johanna Borden

Attest: _____

Exhibit "C"

11/10/2015 3:44 PM FILED IN OFFICE TIFFANY M. RUSSELL CLERK CIRCUIT COURT ORANGE CO FL

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
ORANGE COUNTY, FLORIDA

CASE NO.:2011-CA-000792-0

TOWN OF EATONVILLE, FLORIDA,

Plaintiff,

vs.

CECIL ALLEN, et al,

Defendants.

**ORDER ON JOINT NOTICE OF SETTLEMENT AND MOTION TO
CANCEL NON-JURY TRIAL**

This matter having come before the Court upon the Notice of Settlement, and Motion to Cancel Non-Jury Trial, and the Court being fully advised in the premises, it is:

ORDERED AND ADJUDGED:

1. The Plaintiff shall file its Voluntary Dismissal with Prejudice upon its receipt of this Order.
2. This action is removed from the trial docket.
3. The Court shall retain jurisdiction of this matter to enforce the Settlement Agreement so long as the parties remain obligated to perform under the Settlement Agreement.

DONE AND ORDERED in Orlando, Orange County, Florida this 7th day of Nov, 2015.


CIRCUIT JUDGE

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing Order on Joint Notice of Settlement and Motion to Cancel Non-Jury Trial have been furnished this 10 day of Nov, 2015, via the Clerk's Electronic Service, to: morrell@bellsouth.net, johnellispalaw@yahoo.com and johm.palmerini@ocps.net and cindy.valentin2@ocps.net.


~~Attorney~~/Judicial Assistant

State of Florida, County of Orange
I hereby certify that the foregoing is a true and correct copy of the instrument filed in this office.
Confidential or sealed items, if any, have been removed per Fla.R.Jud.Admin. 2.420.
Witness my hand and official seal this 08 day of MAY 2024.
Tiffany Moore Russell, Clerk of the Circuit Court
By:  Deputy Clerk



Exhibit "D"

11/10/2015 3:44 PM FILED IN OFFICE TIFFANY M. RUSSELL CLERK CIRCUIT COURT ORANGE CO FL

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: 2011-CA-000792-0

TOWN OF EATONVILLE, FLORIDA,
Plaintiff,

vs.

CECIL ALLEN, ET AL.,

Defendants.

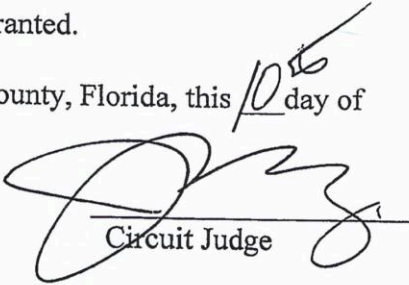
**ORDER APPROVING JOINT STIPULATION FOR SETTLEMENT AND
MOTION TO APPROVE JOINT STIPULATION**

This matter having come before the Court upon the Joint Stipulation for Settlement and Motion to Approve Joint Stipulation, and the Court being fully advised in the premises, it is

ORDERED AND ADJUDGED:

1. The Joint Stipulation for Settlement is hereby approved and the parties shall comply with the terms and provisions contained therein.
2. The Motion to Approve Joint Stipulation is granted.

DONE AND ORDERED in Orlando, Orange County, Florida, this 10th day of November, 2015.


Circuit Judge

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing Order have been electronically served on: morrell@bellsouth.net, johnnellispalaw@yahoo.com and

john.palmerini@ocps.net and cindy.valentin2@ocps.net, this 10 day of
November 2015.

P. N. [Signature]
Attorney/Judicial Assistant

State of Florida, County of Orange
I hereby certify that the foregoing is a true and correct copy of the instrument filed in this office.
Confidential or sealed items, if any, have been removed per Fla. Jud. Admin. 2.420.
Witness my hand and official seal this MAY 08 2024 day of 20.
Tiffany Moore Russell, Clerk of the Circuit Court
By: [Signature] Deputy Clerk

