

REAL ESTATE PURCHASE AGREEMENT

Between

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and
political subdivision of the State of Florida,
as Seller**

and

**TOWN OF EATONVILLE,
as Purchaser**

(Site 78-S-N-6)

REAL ESTATE PURCHASE AGREEMENT
(Site 78-S-N-6)

THIS REAL ESTATE PURCHASE AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 (“**Seller**”), and **TOWN OF EATONVILLE**, whose address is 307 East Kennedy Boulevard, Eatonville, Florida 32751 (“**Purchaser**”).

W I T N E S S E T H:

WHEREAS, Seller is the fee simple owner of that certain parcel of real property consisting of approximately 94 acres located in Orange County, Florida and more particularly described and depicted on **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Wymore Property**”);

WHEREAS, Seller is the fee simple owner of that certain parcel of real property consisting of approximately 17.6 acres located in Orange County, Florida and more particularly described and depicted on **Exhibit “B”** attached hereto and incorporated herein by this reference (“**Kennedy Property**”);

WHEREAS, Seller wishes to sell to Purchaser, and Purchaser desires to purchase from Seller, the Wymore Property, subject to the terms and conditions hereof, for the purpose of selling a portion of the Wymore Property to a third party developer and otherwise developing approximately four (4) to seven (7) acres of the Wymore Property adjacent to College Avenue and adjacent to Kennedy as more generally depicted in **Exhibit “C”** attached hereto and incorporated herein by reference (“**Town Property**”) for municipal, community, and recreational uses (collectively, the “**Purchaser’s Intended Use**”); and

WHEREAS, the Robert Hungerford Chapel Trust (“**Trust**”) currently has an interest in the chapel located on the Wymore Property, as more particularly depicted on **Exhibit “D”** attached hereto and incorporated herein by reference (“**Chapel**”); and

WHEREAS, Seller reserves the right to enter into or engage in the sale or conveyance of the fee simple interest or easement interest in portion of the Wymore Property for the expansion of the right-of-way for Wymore Road, which real property is more particularly depicted in **Exhibit “E”** attached hereto and incorporated herein by reference (“**Wymore Road Property**”); and

WHEREAS, Seller reserves the right to enter into or engage in the sale or conveyance of the fee simple interest or easement interest in portion of the Wymore Property consisting of approximately nine (9) net usable acres, which real property is more particularly depicted in **Exhibit “F”** attached hereto and incorporated herein by reference (“**South Wymore Property**”); and

WHEREAS, Seller and Purchaser understand and acknowledge that the payment of the Purchase Price (hereinafter defined) shall be paid by Purchaser through the proceeds received by Purchaser through the issuance of a request for proposal or request for qualifications, as deemed appropriate by the Seller, in Seller's sole and absolute discretion ("**RFP**"), for the Wymore Property less all or any portion of the (a) Town Property, (b) South Wymore Property, if Seller elects to engage in the sale or conveyance of the South Wymore Property, and (c) Wymore Road Property ("**RFP Property**") to identify and select a potential third party developer for the purchase and development of the RFP Property; and

WHEREAS, Purchaser received two (2) appraisals for the Kennedy Property from Clayton, Roper & Marshall, Inc. with a value of \$3,140,000.00 and Cushman & Wakefield Regional, Inc. with a value of \$3,300,00.00; and

WHEREAS, Purchaser received two (2) appraisals for the Wymore Property from Clayton, Roper & Marshall, Inc. with a value of \$20,800,000.00 and from Cushman & Wakefield Regional, Inc. with a value of \$20,600,000.00; and

WHEREAS, Purchaser and Seller desire to enter into this Agreement memorializing the terms and conditions of the sale and purchase of the Wymore Property.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by Purchaser to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Agreement to Buy and Sell.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Wymore Property, less any sale or conveyance of the South Wymore Property or Wymore Road Property in accordance with Section 5 hereof, in the manner and upon the terms and conditions set forth in this Agreement.

3. **Property.** Except as otherwise set forth in Section 5 hereof, for purposes of this Agreement the term "Wymore Property" shall also include all of Seller's right, title and interest in, to and under: (a) all tenements, hereditaments and appurtenances relating thereto or associated therewith, (b) all improvements, buildings and fixtures, if any, situated thereon, (c) all permits, approvals, authorizations, development rights, drainage rights, entitlements, vested rights, benefits, rights, privileges, exemptions, impact, and licenses relating to, associated with or affecting any such Wymore Property, which Seller approves, (d) all right, title and interest of Seller in and to any easement, street, road, alley or avenue adjoining such Wymore Property, and (e) all of Seller's right, title and interest in any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting such Wymore Property.

4. **Purchase Price and Method of Payment.** The purchase price to be paid by

Purchaser to Seller for the Wymore Property (“**Purchase Price**”) shall be the sum of Ten Million and No/100 Dollars (\$10,000,000.00), plus the Seller reserves the right to claim all of the following additional costs incurred:

a. Reimbursement by Purchaser to Seller of any and all costs and expenses incurred by the Seller for the unpaid maintenance, utilities, or security provided by Seller to the Wymore Property and Kennedy Property from July 1, 2015 through the Closing Date (hereinafter defined). Seller acknowledges and agrees that the current list of outstanding utilities costs are more particularly set forth in **Exhibit “G”** attached hereto and incorporated herein by reference, provided; however, Seller acknowledges and understands this list does not include costs associated with maintenance or security;

b. Reimbursement by Purchaser to Seller for any and all costs incurred by Seller from June 24, 2010 through the Closing Date for the due diligence investigations, studies, inspections, advertisement, solicitation costs or any other costs or expenses incurred or conducted by Seller exclusively for the sale or conveyance of any portion of the Wymore Property, FDOT Property (hereinafter defined), or Kennedy Property, or preparation of the request for qualifications or request for proposals thereof, including, without limitation, any advertising costs, any boundary or topographical surveys, as-built surveys, or updates thereto, any environmental, geotechnical, wildlife or endangered species studies, title searches or commitments, liens or municipal tax searches; and

c. Reimbursement by Purchaser to Seller for any and all costs and expenses incurred by the Seller on or after July 1, 2018 until the Closing Date, for the remediation, abatement, mitigation and demolition of any of the existing improvements on the Wymore Property, including, without limitation, any and all costs related to the implementation of security measures or security fencing, or any abatement, remediation or mitigation reasonably required for the demolition of the existing improvements. Purchaser agrees and acknowledges that Seller shall have the sole and absolute right to determine the habitability or occupancy of any buildings, structure or improvements on the Wymore Property and may, in its sole and absolute discretion, elect to demolish all, or any portion, of any such improvements, structures or buildings regardless of whether said improvements, structures or buildings are located on any portion of the Wymore Property, including the RFP Property, Town Property, South Wymore Property, or Wymore Road Property. In the event Purchaser has any personal property or improvements stored or located on the Wymore Property, Purchaser shall coordinate with the Seller to remove any and all personal property no later than ten (10) days from the Effective Date (“**Removal Deadline**”), provided; however, in the event Purchaser fails to remove any personal property owned by the Purchaser or any agent of Purchaser by the Removal Deadline, Purchaser understands, agrees and acknowledges that Seller shall not be liable for any costs or expenses associated with any lost, removed, damaged or destroyed property remaining on the Wymore Property after the Removal Deadline.

d. Reimbursement by Purchaser to Seller for any and all claims, demand, actions, suits, damages, liabilities, losses deficiencies, settlements, payments and judgements, costs and expenses, of any nature whatsoever, including, but not limited to

reasonable attorney's fees and costs (collectively, "Claims"), whether or not involving a third party claim, based on or arising out of personal injury or bodily injury (including wrongful death) to person or persons or property damage caused by, or arising directly or indirectly from or in connection with the sale, possession, maintenance, condition, use, occupancy, activities held or operations of the Wymore Property, on or after June 24, 2010 until the Closing Date; and

e. Reimbursement by Purchaser to Seller for any and all costs, expenses, liabilities or commissions associated with acquiring, releasing, purchasing, redeeming or clearing the Trust's interest in the Chapel or any part of the Wymore Property.

The Purchase Price shall be paid to Purchaser via cash or wire transfer at the Closing (hereinafter defined), subject to any additional appropriate credits, adjustments and prorations as herein below provided.

5. **Reservation of Conveyance Rights and Credits Against the Purchase Price.**

Seller and Purchaser agree and acknowledge that Seller reserves the right to engage in the following transactions:

a. Seller reserves the right to convey in fee simple or an easement interest a portion of the Wymore Property to Orange County, Florida, or another governmental entity for the expansion of the right-of-way for Wymore Road or adjacent right-of-way referred to herein as the Wymore Road Property. Seller and Purchaser understand and acknowledge that the proceeds received by Seller for any conveyance of a portion of the Wymore Road Property to Orange County, or another governmental entity, shall act as a credit against the Purchase Price.

b. Seller reserves the right to convey in fee simple or an easement interest all or a portion of the Kennedy Property to a third party purchaser. Purchaser shall cooperate with the Seller in the conveyance and development of the Kennedy Property. Seller and Purchaser understand and acknowledge that the Purchaser shall have no rights in the Kennedy Property or sale thereof, provided; however, the proceeds received by Seller for any conveyance of all or a portion of the Kennedy Property to a third party purchaser shall act as a credit against the Purchase Price.

c. Seller reserves the right to swap, in fee simple or an easement interest, a portion of the Wymore Property consisting of a similar size or value as the real property currently owned by the Florida Department of Transportation ("**FDOT Property**") and Seller may enter into any agreement, and subsequent closing thereof, with FDOT for a modification of the Wymore Property legal description in order to fulfill any obligations to obtain fee simple interest in the FDOT Property. In the event Seller and FDOT enter into an agreement for a swap of the FDOT Property and Seller obtains fee simple ownership interest in the FDOT Property, the FDOT Property shall be included in the definition of the Wymore Property. The right of the Seller shall include, without limitation, the right of Seller to grant or reserve any additional easements over and upon the Wymore Property as may be reasonably required to effectuate the swap or development of the FDOT Property.

d. Seller reserves the right to convey in fee simple or an easement interest all or a portion of the South Wymore Property to a third party purchaser. Purchaser shall cooperate with the Seller in the conveyance and development of the South Wymore Property. Seller shall provide written notice to Purchaser of Seller's intent to engage in the sale of the South Wymore Property outside of the RFP. Seller and Purchaser understand and acknowledge that the Purchaser shall have no rights in the South Wymore Property or sale thereof, provided; however, the proceeds received by Seller for any conveyance of all or a portion of the South Wymore Property to a third party purchaser shall act as a credit against the Purchase Price.

In the event the Seller elects to proceed with any or all of the conveyances set forth in Sections 5.a. through d. hereof, the definition of the "Wymore Property" and description thereof shall automatically be revised to recognize and account for any such conveyance, and Seller and Purchaser agree to enter into and execute an addendum to this Agreement identifying the remaining portion of the Wymore Property and to provide for a revised **Exhibit "A"**.

6. **Possession of Property.** Seller shall deliver to Purchaser full and exclusive possession of the Wymore Property on the Closing Date. Seller and Purchaser may elect to enter into a lease or license agreement for the Wymore Property, whereby Purchaser will assume any and all responsibilities, risk, costs and expenses, including, without limitation, utilities, maintenance and security, associated with the Wymore Property during the pendency of the Closing.

7. **Request for Proposals.** No later than ninety (90) days from the Effective Date hereof, Seller and Purchaser shall proceed with the issuance of the RFP, for the RFP Property to identify and select a potential third party developer for the purchase and development of the RFP Property. Seller, subject to input from the City, shall have the right to establish the criteria, process and procedure for the RFP. No later than ten (10) business days prior to the issuance of the RFP, Seller shall select, and provide in writing to Purchaser, the names of three (3) members of the evaluation committee for the RFP and Purchaser shall select, and provide in writing to Seller, the names of two (2) members of the evaluation committee for the RFP. The RFP shall be administered by, and at the sole cost and expense, of the Seller, subject to the reimbursement provisions set forth in Section 4 hereof; provided, however, the terms of the RFP and any subsequent resulting purchase agreement shall be consistent with the terms and conditions of this Agreement, including, without limitation, any and all time limitations for the Inspection Period, Survey, Title Commitment, and Closing, all hereinafter defined, or any other restrictions, obligations, representatives or covenants of this Agreement, including, without limitation, the following:

a. **Advertisement of RFP.** No advertisement for the RFP shall be published without the express written approval of the Seller. The RFP shall be issued as a joint RFP between the Seller and Purchaser, subject to the terms and conditions of this Purchase Agreement.

b. **Award of RFP.** Both Seller and Purchaser shall be responsible for approving the award to any third party developer of the right to purchase the RFP Property in accordance with the criteria and process set forth in the RFP and as determined by the members of the evaluation committee for the RFP. Said approval shall occur no later than thirty (30) days from the date upon which the evaluation committee renders its decision on the RFP ("**Award**

Deadline”). In the event one or both of the Purchaser or Seller fail to award the RFP to the third party developer selected by the evaluation committee (“**Assigned Purchaser**”) by the Award Deadline, Seller, in Seller’s sole and absolute discretion, shall have the right to elect to terminate this Agreement and in the event of such termination, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder.

c. RFP Purchase Agreement. No later than ninety (90) days from the Award Deadline (“**Agreement Deadline**”), the Assigned Purchaser and Purchaser shall enter into an agreement for the sale and purchase of the RFP Property consistent with the terms and conditions hereof and any draft purchase agreement attached to the RFP. Notwithstanding the foregoing, as the fee simple owner of the RFP Property, any purchase agreement between the Purchaser and Assigned Purchaser (“**RFP Purchase Agreement**”) shall be subject to the written approval by the Seller, which shall be evidenced by a consent and joinder to the RFP Purchase Agreement. In the event one or both of the Purchaser or Seller fail to approve the RFP Purchase Agreement by the Agreement Deadline, Seller, in Seller’s sole and absolute discretion, shall have the right to elect to terminate this Agreement and in the event of such termination, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder.

8. Survey and Title Matters.

a. Survey of the RFP Property. The RFP Purchase Agreement shall provide that within ninety (90) days after the approval of the RFP Purchase Agreement by both the Seller and Purchaser, the Assigned Purchaser shall, at its sole cost and expense, obtain a recertified or new current survey of the RFP Property (“**Survey**”) prepared by a registered surveyor, licensed in the State of Florida (the “**Surveyor**”). The Survey shall locate all improvements, if any, situated upon the RFP Property and shall locate and identify with the relevant recorded information all utility lines and access, easements, streets, rights-of-way and other man-made objects, and locate all other matters not of record which are ascertainable by a visual inspection of the RFP Property. The Survey shall identify any portion of the RFP Property which is within a flood plain or which is subject to the jurisdiction of the Department of Environmental Protection, the Army Corps of Engineers, the applicable Water Management District or any agency of Orange County. The Survey shall also determine and certify within one-one hundredth (1/100th) of an acre the total acreage contained within the boundaries of the RFP Property. The Survey shall be certified to Purchaser, Seller, Awarded Purchaser and First American Title Insurance Company (the “**Title Company**”), and shall certify that such Survey was prepared in accordance with the ALTA/ACSM land survey requirements and the minimum technical requirements and standards promulgated by the Florida Board of Professional Land Surveyors, Chapter 5J-17 of the Florida Administrative Code and Section 427.027 of the Florida Statutes. The Survey shall, at Purchaser’s option, also contain such other matters as are required by the Title Company. The Surveyor’s seal shall be affixed to the Survey.

The parties acknowledge that the RFP Property as a stand-alone parcel has not previously been surveyed and that, subject to written approval by both parties, the legal description resulting from such Survey, subject to the rights set forth in Section 5 hereof, shall be substituted for the

depiction/description of the RFP Property shall be used in the deed and other documents to be delivered by Seller to Purchaser to Assigned Purchaser and/or the Title Company at the Closing. However, the above-referenced process for finalizing the legal description of the RFP Property shall not serve as grounds for reducing or increasing the Purchase Price and shall not serve as grounds for Seller to terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder. Purchaser and Seller hereby waive any claim or defense that this Agreement is not binding and enforceable due to the lack of specificity in the legal description of the RFP Property at the time the Agreement was executed.

b. Title Insurance. The RFP Purchase Agreement shall provide that within ninety (90) days after the approval of the RFP Purchase Agreement by both the Seller and Purchaser, the Assigned Purchaser, at its sole cost and expense, shall obtain and deliver to Seller, at Purchaser's expense, a current title insurance commitment and a copy of all exceptions referred to therein (the "**Title Commitment**") from the Title Company for the RFP Property. The Title Commitment shall irrevocably obligate the Title Company to issue an ALTA title insurance policy approved for issuance in the State of Florida in the amount of the Purchase Price (the "**Title Policy**"), which Title Policy shall insure Purchaser's fee simple title to the Wymore Property, together with any appurtenant easements.

c. Title and Survey Objection. The RFP Purchase Agreement shall provide that within thirty (30) days after the receipt of the latter of the Survey or the Title Commitment, the Assigned Purchaser shall provide Seller and Purchaser with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to Purchaser (other than encumbrances of an ascertainable amount which aggregate less than the Purchase Price which shall be paid from the proceeds of sale and shall be released as of the Closing Date (as hereinafter defined), which matters shall be referred to herein as "**Title Defects**". Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". Seller shall have thirty (30) days after receipt of the aforesaid notice from Purchaser (the "**Seller's Cure Period**") within which to use its diligent best efforts to cure such Title Defects to the satisfaction of Purchaser and the Title Company; provided, however, that Seller shall not be required to maintain any lawsuit or to expend in excess of Five Thousand and No/100 Dollars (\$5,000.00) to cure or to remove any such Title Defects. In the event Seller fails or refuses to cure any Title Defect within Seller's Cure Period, then Assigned Purchaser may, at its option by delivering written notice thereof to Seller and Purchaser within fifteen (15) days after expiration of the Seller's Cure Period, (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder; or (iii) accept title to the RFP Property subject to such Title Defect. At Closing, Seller shall provide the Title Company with such affidavits or other documents as are necessary to enable the Title Company to remove the standard exceptions from the Title Policy.

d. Town Property. Notwithstanding the foregoing, the Purchaser shall have any and all rights set forth in Section 8.a. through c. above with respect to the Town Property, including, without limitation, the right, but not the obligation, to obtain a Survey and Title Commitment, at its sole cost and expense, of the Town Property.

The parties acknowledge that the Town Property as a stand-alone parcel has not previously been surveyed and that, subject to written approval by both parties, the legal description resulting from such Town Survey, subject to the rights set forth in Section 5 hereof, shall be substituted for the depiction/description of the Town Property set forth in **Exhibit "C"** and such substituted legal description shall be used in the deed and other documents to be delivered by Seller to Purchaser and/or the Title Company at the Closing. However, the above-referenced process for finalizing the legal description of the Town Property shall not serve as grounds for reducing or increasing the Purchase Price and shall not serve as grounds for Seller to terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder. Purchaser and Seller hereby waive any claim or defense that this Agreement is not binding and enforceable due to the lack of specificity in the legal description of the Town Property at the time the Agreement was executed.

e. No Additional Encumbrances. Except as otherwise set forth herein, from and after the Effective Date, Seller shall not, without obtaining Purchaser's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement or legal or equitable interest, which in any way affects the Wymore Property or any portion thereof (except those called for in this Agreement) other than those of record as of the Effective Date and those that will be satisfied by Seller and released of record at Closing, and Seller hereby covenants that Seller shall comply with and abide by all of the terms and provisions of such existing easements, restrictions, rights-of-way, reservations, mortgages, liens, pledges, encumbrances, leases, licenses, occupancy agreements and agreements through the date of Closing hereunder.

f. Deed Restriction. The Town Property shall have imposed thereon the following use restriction (the "**Use Restriction**");

"By acceptance of this deed, Grantee agrees that the Town Property shall only be used for community service uses, any ancillary or related uses thereto, or any other administrative uses of Orange County, Florida, including, without limitation, a library, community center, community health clinic, or recreational facilities ("**Town Use**") and shall not be used for a salvage yard, landfill, chemical plant, hazardous waste facility, hazardous industrial use, sand mine or other mining activities, overhead high voltage transmission lines, gas transmission lines, water or wastewater treatment plants, or any other use which would constitute a public nuisance or threat to the health, safety and welfare to the students, staff and visitors of or to Hungerford Elementary School ("**Restricted Uses**"). Further, the foregoing use restriction shall run with title to the Town Property for a term of thirty (30) years after the date of recording of this deed or the maximum number of years allowable by law (the "**Term**").

If during the Term, the Town Property is used for any of the Restricted Uses, Grantor may elect, any remedies available to the Grantor in law or equity, including, without limitation, specific performance, or to repurchase the Town Property at a purchase price equal to the Appraised Value. In such event, Grantor

shall notify Grantee in writing of its intent to exercise its right to repurchase the Property (the “**Repurchase Notice**”). Within thirty (30) days of Grantee’s receipt of the Repurchase Notice, the parties shall negotiate in good faith to enter into a repurchase agreement based on the customary and standard terms for an arm’s length transaction of this nature or if such repurchase agreement cannot be agreed upon in form then the parties shall use the then current FARBAR form commercial contract. Notwithstanding the foregoing, in the event Grantee desires to cease operation of the Property for the County Use or otherwise sell, convey or transfer the Property to a third party, Grantee shall provide written notice to Grantor of such use or conveyance (“**Sale Notice**”) and in such event, Grantor shall have the right of first refusal and shall have ninety (90) days from Grantor’s receipt of the Sale Notice to deliver to Grantee a Repurchase Notice.”

The terms of this Section 8.f. shall survive Closing. The value attributed to the Town Property for the purposes of the Repurchase Notice shall be set forth in an appraisal received by the Seller and delivered to Purchaser prior to the Closing (“Appraised Value”).

g. Conservation Easement. Purchaser acknowledges that Seller shall have the right, but not the obligation, to grant a conservation easement for the wetlands along the north side of Lake Bell, which easement shall be limited in scope to protecting properly delineated wetlands and shall not encumber any upland areas or non-wetland areas in such a manner as to preclude Purchaser’s reasonable access and use of Lake Bell.

9. **Inspection Period.**

Purchaser shall have the greater of (a) one hundred eighty (180) days after the Effective Date, or (b) ninety (90) days after the approval of the RFP Purchase Agreement by both the Seller and Purchaser (“**Inspection Period**”), to determine, in Purchaser’s sole and absolute discretion, that the Wymore Property is suitable and satisfactory for Purchaser’s Intended Use. During the Inspection Period, Purchaser may, in Purchaser’s sole discretion and at Purchaser’s expense, perform any and all Inspections (as more particularly defined below) Purchaser desires to perform, including but not necessarily limited to the following: (i) having the Wymore Property tested, surveyed and inspected to determine if the Wymore Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants and obtaining a hazardous waste report prepared by a registered engineer, which report shall be satisfactory to Purchaser in its sole discretion; (ii) having the Wymore Property tested, surveyed and inspected to determine if the Wymore Property contains any endangered or threatened species of animal life or endangered, threatened or commercially exploited plants on or under it, including, without limitation, any jurisdictional wetlands, such that any state or federal agency, department or commission would disallow the use of the Wymore Property intended by Purchaser or require Purchaser to relocate any such species, plants or wetlands, and obtaining an endangered species and habitat report, satisfactory to Purchaser in its sole discretion; and (iii) investigating the physical and economic feasibility of developing the Wymore Property for Purchaser’s Intended Use, including without limitation investigation of all applicable building, zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the Wymore Property, stormwater management, zoning and development standards, impact and development fees, drainage

conditions, soils, other environmental factors, wastewater and water utility capacity and availability factors, and any other factors whatsoever considered appropriate by Purchaser in its sole and absolute discretion. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "**Environmental Laws**").

In the event Purchaser determines, in its sole discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible to develop the Wymore Property for Purchaser's Intended Use or that it is not satisfied as to any other matter set forth in Section 6.a. above, or any other matter(s) which Purchaser deems relevant, then in such event Purchaser may, in Purchaser's sole discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period and in such event the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement. In the event Purchaser fails to notify Seller in writing prior to the expiration of the Inspection Period that Purchaser is not satisfied, in Purchaser's sole discretion, with Purchaser's inspections of the Wymore Property and that Purchaser intends to terminate this Agreement, Purchaser's failure to provide such notice shall be deemed an acceptance of the Wymore Property. In the event Purchaser terminates this Agreement prior to the expiration of the Inspection Period, this Agreement shall be deemed null and void and of no further force and effect.

The rights hereof the Purchaser may be extended to the Assigned Purchaser in the RFP Purchase Agreement.

10. **Conditions Precedent to Purchaser's Obligation to Close.**

a. Purchaser's obligation to purchase the Wymore Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

i. The representations, warranties and covenants of Seller contained in this Agreement shall be true and correct as of the Closing Date (hereinafter defined).

ii. Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing.

iii. Purchaser, at Purchaser's expense, shall have obtained the Title Commitment from the Title Company in the full amount of the Purchase Price, subject only to the Permitted Exceptions.

iv. The Wymore Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident or other materially adverse event.

b. Waiver of Conditions to Close. Purchaser may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Purchaser and delivered to Seller. Except as to the condition waived, no waiver shall reduce the rights or remedies of Purchaser by reason of any breach of any undertaking, agreement, warranty, representation or covenant of Seller. In the event any of the foregoing Conditions to Close or other conditions to this Agreement are not fulfilled or waived prior to the date of Closing, Purchaser may elect to: (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder; or (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Wymore Property without an adjustment to the Purchase Price accordingly.

11. **Closing Date and Closing Procedures and Requirements.**

a. Closing Date. The closing (the “**Closing**”) shall occur upon the later of (i) sixty (60) days after the expiration of the Inspection Period or (ii) fifteen (15) days after satisfaction of the Conditions to Close, but in no event later than one (1) year from the later of the Effective Date hereof or the approval of the RFP Purchase Agreement by both the Seller and Purchaser, unless otherwise mutually agreed upon by the parties (“**Closing Date**”), by mail or electronic means. The Title Company shall prepare all documents for Closing and act as the closing agent (“**Closing Agent**”).

b. Conveyance of Title. At the Closing, Seller shall execute and deliver to Purchaser a special warranty deed conveying fee simple marketable record title to the Wymore Property, subject to the restrictions of Section 5 hereof, to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions (“**Deed**”). Notwithstanding the foregoing, Seller and Purchaser may mutually agree that Seller shall execute and deliver a Deed to the Assigned Purchaser for the RFP Property rather than directly to the Purchaser. Seller and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as may be amended from time to time.

c. Prorating of Taxes and Assessments. As governmental entities, Seller and Purchaser shall not be subject to any real property ad valorem taxes, general assessments, or Municipal Services Taxing Unit (“**MSTU**”) charges on the Wymore Property.

d. Special Assessments. As a governmental entity, Seller shall not be subject to special assessments, including, without limitation, any assessments, debt service payments, or

other applicable fees or charges of any governmental authorities or other entities in full on or before the Closing Date. In the event any special assessments, including, without limitation, any assessments, debt service payments, or other applicable fees or charges of any governmental authorities or other entities are assessed against the Wymore Property, the Seller shall be responsible for any and all such special assessments.

e. Closing Costs. Seller shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Wymore Property, (ii) the cost of recording the Deed, (iii) preparation and recordation of any instruments necessary to correct title. Purchaser shall pay the title insurance premium for the Title Commitment and Title Policy equal to the Purchase Price to be issued by Title Company and any other costs and expenses set forth in Section 4 hereof. The Title Company shall prepare, at Purchaser's sole expense, all Closing documents. Other than the aforementioned document preparation costs, each party shall pay its own attorneys' fees and costs.

12. **Warranties and Representations of Seller.** To induce Purchaser to enter into this Agreement and to purchase the Wymore Property, Seller, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by Purchaser and shall survive Closing hereunder:

a. That Seller owns fee simple marketable record title to the Wymore Property, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than those recorded in the Public Records of Orange County, Florida, and there are no tenancy, rental or other occupancy agreements affecting the Wymore Property.

b. To the best of Seller's knowledge and except as otherwise disclosed herein regarding the Wymore Road Property, Seller has not received any written notice and has no actual knowledge, that the Wymore Property or any portion or portions thereof is or will be subject to or affected by (i) any special assessments, whether or not presently a lien thereon, or (ii) any condemnation, eminent domain, change in grade of public streets, or similar proceeding.

c. Seller has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Wymore Property in accordance herewith and to perform all covenants and agreements of Seller hereunder.

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

e. That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

f. In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this Section 12, or in any other part of this Agreement, of which

Seller has knowledge, Seller will immediately disclose same to Purchaser when first available to Seller; and in the event of any change which may be deemed by Purchaser in its sole discretion to be materially adverse, Purchaser may, at its election, terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder.

13. **Representations of Purchaser.** To induce Seller to enter into this Agreement, Purchaser, in addition to the other representations set forth herein, makes the following representations, each of which is material and is being relied upon by Seller and shall survive Closing hereunder:

a. That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Wymore Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

b. That to the best of Purchaser's knowledge, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

c. That each and every one of the foregoing representations is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

d. That in the event that changes occur as to any of the foregoing representations of Purchaser contained in this Section 10, or in any other part of this Agreement, of which Purchaser has knowledge, Purchaser will immediately disclose same to Seller when first available to Purchaser.

14. **Purchaser's Affirmative Covenants.** In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that Purchaser shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by Purchaser of its obligations hereunder.

15. **Defaults.** In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, Purchaser, in Purchaser's sole discretion, shall be entitled to: (i) exercise any and all rights and remedies available to Purchaser at law and in equity, including without limitation the right of specific performance, or (ii) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of

no further force or effect.

In the event Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Purchaser under the terms and provisions of this Agreement, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to Purchaser as herein provided, to terminate this Agreement, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein.

Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by one party as a result of any default by the other party and agree that such liquidated damages are a reasonable estimate of such damages. Seller further acknowledges and agrees that Purchaser was materially induced to enter into this Agreement in reliance upon Seller's agreement to accept such liquidated damages as its sole and exclusive remedy and that Purchaser would not have entered into this Agreement but for the other party's agreement to so limit remedies.

16. **Condemnation.** In the event the Wymore Property or any portion or portions thereof, with the exception of the Wymore Road Property, shall be taken or condemned or be the subject of a bona fide threat of condemnation by any applicable governmental authority or entity, other than Purchaser, prior to the Closing Date, Purchaser shall have the option of either (i) terminating this Agreement by giving written notice thereof to Seller, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (ii) requiring Seller to convey the remaining portion or portions of the Wymore Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller and Purchaser hereby further agree that Purchaser shall have the right to participate in all negotiations with any such applicable governmental authority relating to the Wymore Property or to the compensation to be paid for any portion or portions thereof condemned by such applicable governmental authority or other entity.

17. **Broker.**

a. Seller hereby represents and warrants to Purchaser that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Wymore Property contemplated hereby. Seller hereby indemnifies Purchaser and agrees to hold Purchaser free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Purchaser shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Seller, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Wymore Property contemplated hereby. Seller agrees to retain legal counsel to defend Purchaser against any claim brought by an agent, broker or finder claiming to have been engaged by Seller. If Seller refuses to retain legal counsel to defend Purchaser, Seller shall be

liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by Purchaser in its defense and to pursue Purchaser's rights to be indemnified by Seller.

b. Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Wymore Property contemplated hereby. Purchaser hereby agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Purchaser, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Wymore Property contemplated hereby. Purchaser agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker or finder claiming to have been engaged by Purchaser. If Purchaser refuses to retain legal counsel to defend Seller, Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser. Purchaser's liability under this section shall be subject to the limits set forth in section 768.28, Florida Statutes.

18. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of (a) the date and time the same are personally delivered or transmitted electronically (i.e., facsimile device or electronic mail); (b) within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or (c) within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Seller: The School Board of Orange County, Florida
445 West Amelia Street
Orlando, Florida 32801
Attn: General Counsel
Telephone: (407) 317-3411
Telecopy: (407) 317-3341

Copy to: Orange County Public Schools
6501 Magic Way, Bldg. 200
Orlando, Florida 32809
Attn: Harold E. Jenkins, Director of Real Estate
Telephone: (407) 317-3700 (ext. 2025108)
Facsimile: (407) 317-3792
Email: Harold.Jenkins@ocps.net

Copy to: Orange County Public Schools
6501 Magic Way, Bldg. 200
Orlando, Florida 32809
Attn: Laura L. Kelly, Esquire
Telephone: (407) 317-3700 (ext. 2025906)
Facsimile: (407) 317-3792
Email: Laura.kelly2@ocps.net

Purchaser: Town of Eatonville
Attn: Mayor
307 East Kennedy Boulevard
Eatonville, Florida 32751
Telephone: (407) 623-8900

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

19. **General Provisions.**

a. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

b. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

c. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors, and assigns. Time is of the essence of this Agreement. Neither this Agreement, nor any right or obligation of any party arising under this Agreement, may be assigned or delegated without the written consent of all parties.

d. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.

e. The headings inserted at the beginning of each paragraph are for

convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

f. Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing.

g. This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

h. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

i. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

20. **As-Is Disclaimer.** PURCHASER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, THE WYMORE PROPERTY IS BEING SOLD BY SELLER AND PURCHASED BY PURCHASER IN ITS PRESENT PHYSICAL CONDITION, "AS-IS", AND THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, SELLER MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PHYSICAL CONDITION OF THE WYMORE PROPERTY. IN PARTICULAR, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOIL OR SUBSOIL CONDITIONS OF THE WYMORE PROPERTY AND SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO PURCHASER FOR ANY LOSS, DAMAGE, OR EXPENSE INCURRED BY PURCHASER WHICH IS OCCASIONED BY THE CONDITION OR CHARACTERISTICS OF THE SOIL OR SUBSOIL OF THE WYMORE PROPERTY OR ANY PORTION THEREOF. PURCHASER REPRESENTS TO SELLER THAT PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION AND INSPECTION OF THE WYMORE PROPERTY AND THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH HEREIN AND IN THE CLOSING DOCUMENTS AND THAT PURCHASER WILL TAKE TITLE TO THE WYMORE PROPERTY IN ITS CONDITION AS OF THE EFFECTIVE DATE, BASED SOLELY ON ITS OWN INVESTIGATION AND INSPECTION AND THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH HEREIN AND IN THE CLOSING DOCUMENTS. PURCHASER FURTHER REPRESENTS TO SELLER THAT (I) PURCHASER IS AN EXPERIENCED AND SOPHISTICATED PURCHASER OF PROPERTIES SUCH AS THE WYMORE PROPERTY; (II) PURCHASER

IS (OR PRIOR TO THE CLOSING WILL BE) SPECIFICALLY FAMILIAR WITH THE WYMORE PROPERTY; (III) PURCHASER HAS (OR PRIOR TO THE CLOSING WILL HAVE) INSPECTED AND EXAMINED ALL ASPECTS OF THE WYMORE PROPERTY (INCLUDING ITS PHYSICAL CONDITION) THAT PURCHASER BELIEVES TO BE RELEVANT TO PURCHASER'S DECISION TO PURCHASE THE WYMORE PROPERTY; AND (IV) EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, PURCHASER, AS OF THE LAST DAY OF THE INSPECTION PERIOD WILL HAVE SATISFIED ITSELF AS TO ALL MATTERS RELATING TO THE WYMORE PROPERTY. SUBJECT TO SELLER'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE CLOSING DOCUMENTS, PURCHASER AGREES THAT UPON THE CLOSING, PURCHASER SHALL BE DEEMED TO HAVE ACCEPTED THE WYMORE PROPERTY, INCLUDING ANY FAULTS AND/OR PROBLEMS THAT WERE, OR COULD HAVE BEEN, DISCOVERABLE BY PURCHASER PRIOR TO ENTERING INTO THIS AGREEMENT OR DURING THE INSPECTION PERIOD. THE PROVISIONS OF THIS SECTION 19 SHALL SURVIVE THE CLOSING.

21. **Survival of Provisions.** All covenants, representations and warranties set forth in this Agreement or any other provision of this Agreement which, by its terms and in order to give it full effect is intended to survive the Closing, shall survive the Closing of the transaction contemplated hereby for six (6) months unless otherwise specified herein.

22. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

23. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof, or any matter arising hereunder, each party shall be responsible for its own attorneys' fees and costs.

24. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

25. **Non-Substantial Amendment to Agreement.** Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. Seller does hereby confer upon the Superintendent, or Superintendent's designee, the authority to amend this Agreement, provide any consent or approval set forth herein or otherwise exercise any right or election of the Purchaser granted or reserved herein, without formal approval from Seller, provided such amendment or consent does

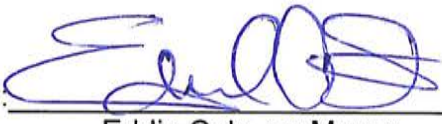
not substantially alter or modify the terms herein. Further, the Superintendent, or Superintendent's designee, shall have the authority, without further approval from Seller, to finalize the form of all agreements, easements, contracts, documents necessary to address title issues, closing documents, escrow agreements, letters of credit, agreements and similar documents set forth in this Agreement, and Sellers' signature of those agreements, easements, contracts and similar documents is hereby authorized. If, in the sole judgment of Seller, such amendment or consent does substantially alter or amend this Agreement, then Seller shall have the option of declaring the amendment or consent void *ab initio*, thus rendering the amendment or consent without any legal force and effect.

26. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either Purchaser or Seller execute this Agreement.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

"PURCHASER"

TOWN OF EATONVILLE

By: 
Eddie Cole, as Mayor

Date: 10/31/19


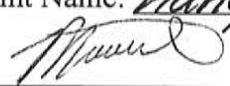
ATTEST:

By: 
Deputy Clerk

Printed Name: Cathlene Williams


[SEE FOLLOWING PAGE FOR SELLER'S SIGNATURE]

Signed, sealed and delivered in the
presence of:


Print Name: Mary L. Canavan

Print Name: Merlin Gutierrez

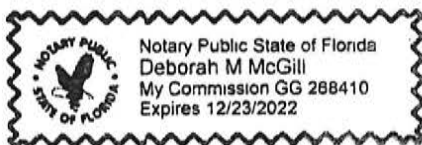
“SELLER”


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

By: 
Teresa Jacobs, as Chair
Date: 11/4/19

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)


The foregoing instrument was acknowledged before me this 4th day of November, 2019, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board. She is personally known to me or had produced _____ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

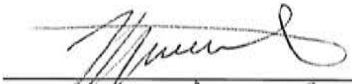


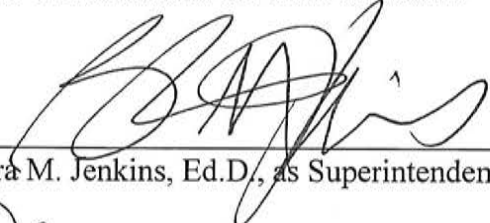

Notary Public
Printed Name: Deborah M. McGill
Commission No.: _____
My Commission Expires: _____

WITNESSES:

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a public body corporate and
political subdivision of the State of Florida


Print Name: Nancy L. Conrad

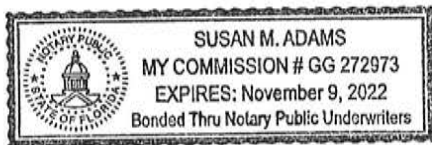

Print Name: Martin Gutierrez

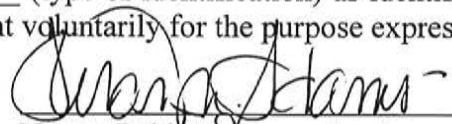
By: 
Barbara M. Jenkins, Ed.D., as Superintendent

Date: Nov. 5, 2019

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

November The foregoing instrument was acknowledged before me this 5th day of November, 2019, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board. She is personally known to me or had produced _____ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.




Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____

Approved as to form and legality by
legal counsel to The School Board of
Orange County, Florida this 30th day of
Oct, 2019, for its
exclusive use and reliance.

By: 
Laura L. Kelly, Esquire

Reviewed and approved by Orange County
Public Schools Chief Facilities Officer this
1st day of Nov, 2019.

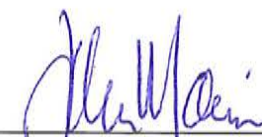
By: 
John T. Morris, Chief Facilities Officer

EXHIBIT "A"
LEGAL DESCRIPTION OF WYMORE PROPERTY

Portion of Orange County Property Appraiser's Parcel Identification No. 35-21-29-0000-00-090 and 02-22-29-0000-00-002

DESCRIPTION: (Per this Surveyor)

A portion of Sections 35, Township 21 South, Range 29 East, and Section 2, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the North 1/4 Corner of Section 2, Township 22 South, Range 29 East; thence along the North line of said Section 2, North 88°54'03" East, 5.08 feet to a point on the Easterly Right of Way line of Wymore Road, as recorded in Official Records Book 2008, Pages 623 through 625, Public Records of Orange County, Florida, said point also being the POINT OF BEGINNING, said point also being on a non-tangent curve concave Southwesterly, having a radius of 863.00 feet, a central angle of 13°38'27" and a chord bearing and distance of North 16°55'54" West, 204.98 feet; thence along the arc of said curve 205.46 feet to the Southwest corner of lands described in Official Records Book 9805, Pages 4964-4967, Public Records of Orange County, Florida; thence North 89°48'25" East, 281.14 feet along the South line of said lands to the Southeast corner of said lands; thence North 00°11'35" West, 556.92 feet along the East line of said lands to the Northeast corner of said lands; thence South 89°48'25" West, 577.70 feet along the North line of said lands to a point on the aforementioned Easterly Right of Way line, said point also being on a non-tangent curve concave Easterly, having a radius of 803.00 feet, a central angle of 12°37'03" and a chord bearing and distance of North 05°39'06" West, 176.48 feet; thence along said Easterly Right of Way line the following seven (7) courses and distances: (1) along the arc of said curve 176.83 feet; (2) thence North 00°37'38" East, 663.55 feet; (3) thence North 03°44'24" East, 180.30 feet; (4) North 00°36'03" East, 119.97 feet; (5) North 03°41'24" East, 210.43 feet; (6) thence North 00°33'28" East, 249.99 feet to the point of curvature of a curve concave Southeasterly, having a radius of 65.00 feet, a central angle of 90°03'17" and a chord bearing and distance of North 45°35'07" East, 91.97 feet; (8) thence along the arc of said curve 102.16 feet to the point of tangency, said point being on the South Right of Way line of East Kennedy Boulevard, as shown on Orange County Engineering Department Right of Way Map for Kennedy Boulevard/Lake Avenue contract NO. Y7-805A prepared by PEC INC., Dated 04/11/1989; thence along said South Right of Way line the following four (4) courses and distances: (1) South 89°23'15" East, 620.61 feet; (2) South 88°11'32" East, 128.68 feet to the point of curvature of a curve concave Northerly, having a radius of 2,904.93 feet, a central angle of 04°40'34" and a chord bearing and distance of North 89°28'11" East, 237.02 feet; (3) along the arc of said curve 237.08 feet to the point of tangency; (4) South 88°20'00" East, 109.77 feet to a point on the West line of lands described in Official Records Book 6210, Pages 4681-4685, Public Records of Orange County, Florida; thence South 02°26'36" East, 206.61 feet along said West line to a point on the South line of said lands; thence North 87°33'24" East, 175.13 feet along said South line to a point on the West Right of Way line of College Avenue as recorded in Official Records Book 286, Page 845, Public Records of Orange County, Florida; thence along said West Right of Way line, South 02°26'09" East, 814.29 feet; thence departing said West Right of Way line, North 89°30'56" West, 643.40 feet; thence South 00°00'00" West, 645.52 feet; thence South 89°30'56" East, 1,166.09 feet to a point on the West line of lands described in Official Records Book 3154, Page 690, Public

Records of Orange County, Florida; thence along said West line, South 00°17'47" East, 204.75 feet to a point on the South line of said lands; thence along said South line, South 89°33'47" East, 435.03 feet to a point on the West line of lands described in Official Records Book 5239, Page 1560, Public Records of Orange County, Florida; thence along said West line, South 00°26'13" West, 204.95 feet to a point on the South line of said lands; thence along said South line, South 89°33'47" East, 252.64 feet to the East line of the Southeast 1/4 of Section 35, Township 21 South, Range 29 East; thence along said East line, South 00°17'47" East, 283.06 feet to the Southeast corner of said Section 35; thence, along the South line of the Southeast 1/4 of said Section 35, South 88°54'03" West, 1410.97 feet to a point on the West line of lands described in Official Records Book 5592, Page 3918, Public Records of Orange County, Florida; thence along said West line, South 00°32'26" East, 705.06 feet to a point on the Southwesterly line of said lands; thence along said Southwesterly line, South 72°26'24" East, 88.29 feet to a point on the West line of lands described in Official Records Book 6359, Page 5156, Public Records of Orange County, Florida; thence along said West line, South 00°32'26" East, 136.40 feet to the North line of lands described in Official Records Book 5592, Page 3922, Public Records of Orange County, Florida; thence along said North line, South 85°51'44" West, 77.02 feet to the Westerly line of said lands; thence along said Westerly line the following three (3) courses and distances, (1) South 07°13'24" West, 431.30 feet; (2) South 89°33'35" West, 198.52 feet; (3) thence South 00°27'20" East, 80.83 feet to the North line of the Southwest 1/4 of the Northeast 1/4 of Section 2, Township 22 South, Range 29 East; thence along said North line, South 89°10'50" West, 648.51 feet to the East Right of Way line of aforesaid Wymore Road; thence along said East Right of Way line the following three (3) courses and distances: (1) North 03°41'45" East, 1,170.99 feet; (2) North 86°18'15" West, 20.00 feet to a point on a non-tangent curve concave Westerly, having a radius of 863.00 feet, a central angle of 13°48'26" and a chord bearing and distance of North 03°12'28" West, 207.46 feet; (3) along the arc of said curve 207.97 feet to the POINT OF BEGINNING.

Containing 99.29 acres, more or less.

LESS:

A PART OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 35; THENCE SOUTH 89°48'04" EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 410.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST; THENCE CONTINUE ALONG SAID SECTION LINE NORTH 88°52'36" EAST, A DISTANCE OF 5.03 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF WYMORE ROAD (A 60 FOOT RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 2008, PAGE 625, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA), SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 863.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 449.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°03'53" WEST AND A CHORD DISTANCE OF 444.46 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 803.00 FEET; THENCE

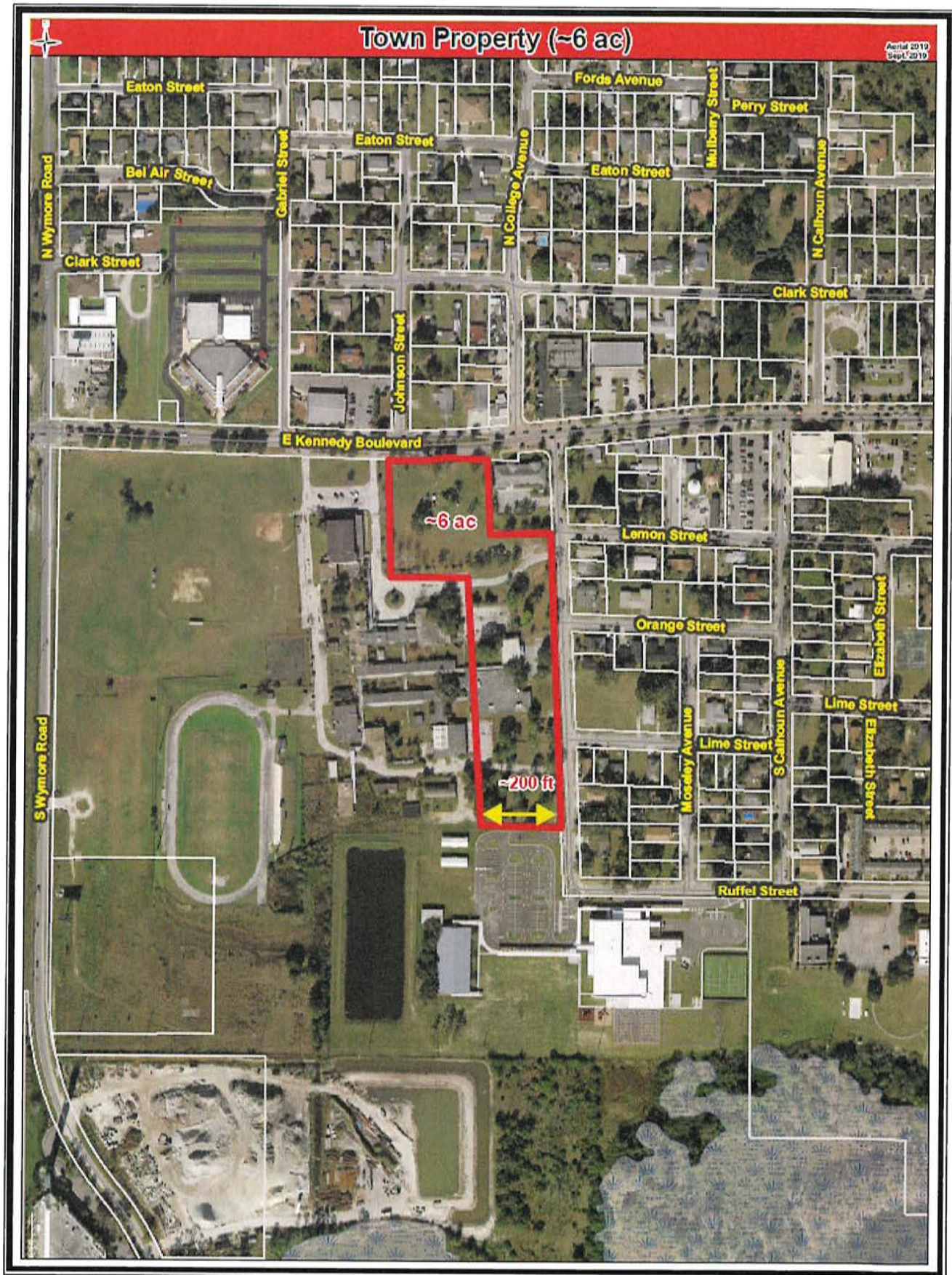
NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 453.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°48'47" WEST AND A CHORD DISTANCE OF 447.36 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 803.00 FEET; ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 115.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°30'23" WEST AND A CHORD DISTANCE OF 115.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°37'38" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 369.36 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 89°47'23" EAST, A DISTANCE OF 446.54 FEET; THENCE SOUTH 00°12'37" EAST, A DISTANCE OF 484.90 FEET; THENCE SOUTH 89°47'23" WEST, A DISTANCE OF 445.28 FEET TO THE POINT OF BEGINNING. CONTAINING 5.00 ACRES MORE OR LESS.

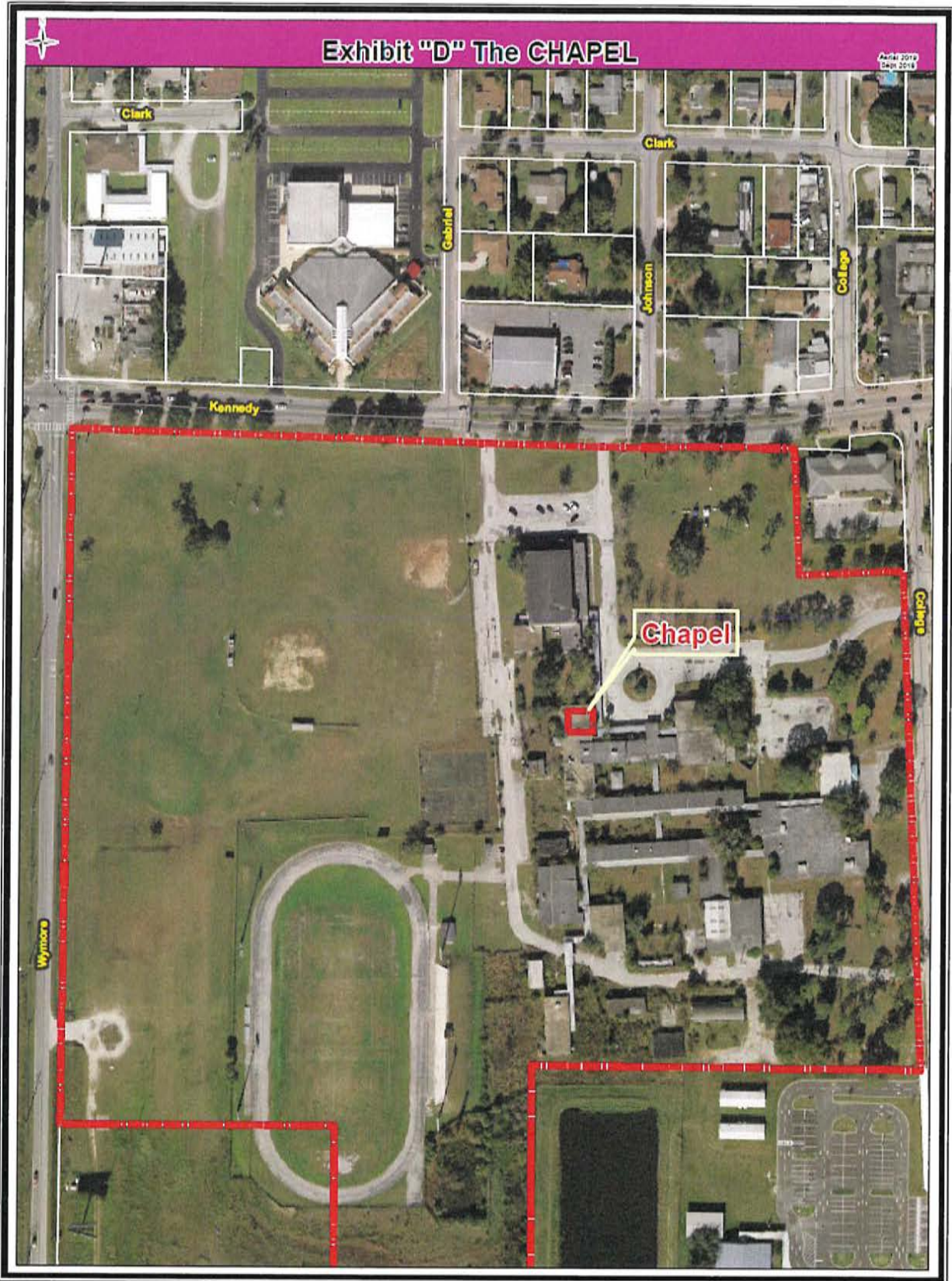
EXHIBIT "B"
LEGAL DESCRIPTION OF KENNEDY PROPERTY

Portion of Orange County Property Appraiser's Parcel Identification No. 34-21-29-0000-00-019

The East 1/2 of the SE 1/4 of the NE 1/4 (less the South 40 feet) of Section 34, Township 21 South, Range 29 East, Orange County, Florida. LESS that portion shown as Lucien Way on the plat of Maitland Preserve, Plat Book 40, Pages 8 and 9, Public Records of Orange County, Florida.

EXHIBIT "C"
DEPICTION OF TOWN PROPERTY





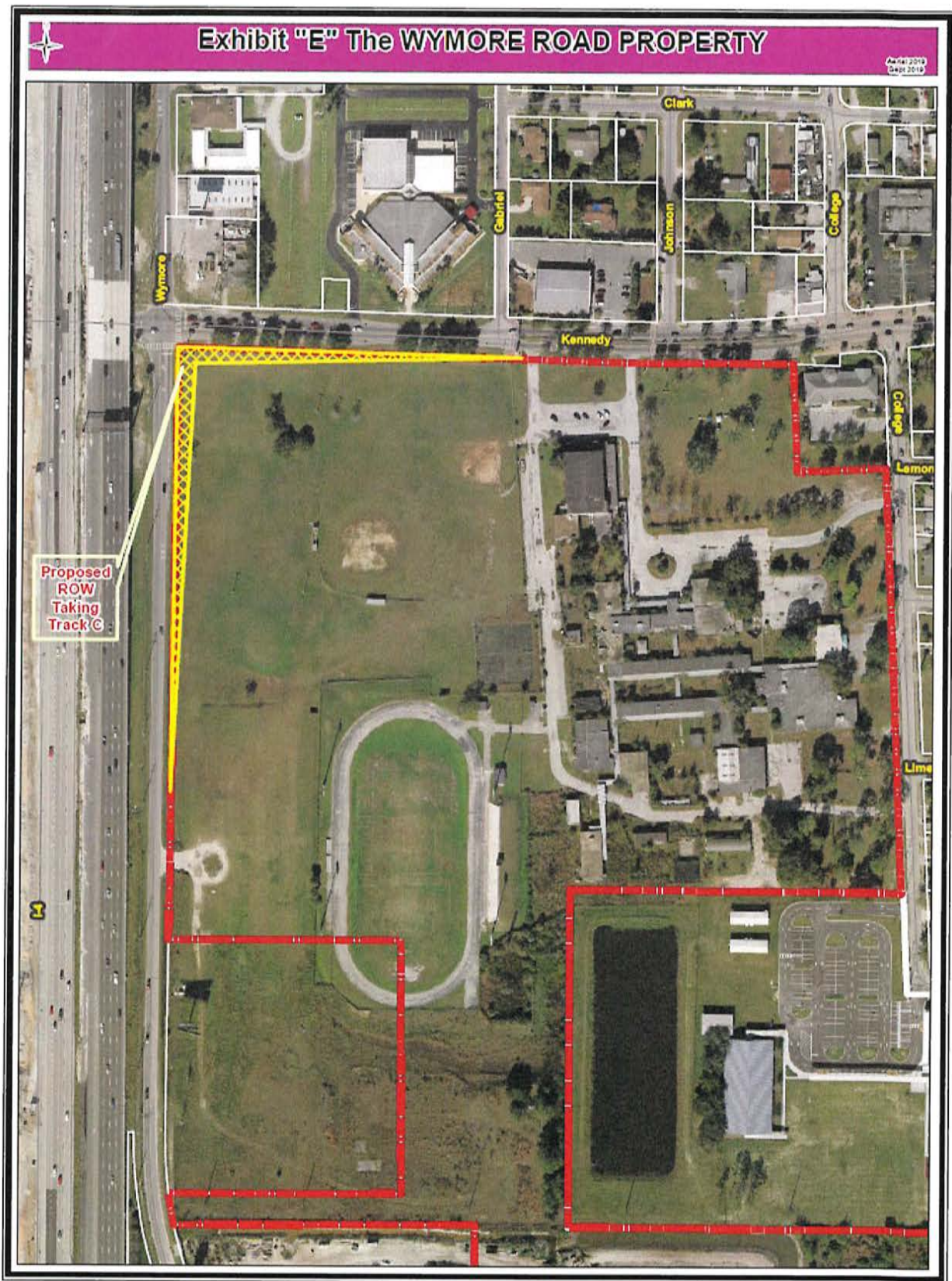




EXHIBIT "G"
LIST OF OUTSTANDING UTILITY COSTS

HUNGERFORD PREP UTILITIES INFORMATION

provided by OCPS Energy Advisors
(as of 9/23/2019)

Date	Total	50% Modification
July 2015 thru Oct 2015	\$54,571.70	\$27,285.85
Nov '15 thru Feb '16	\$44,124.68	\$22,062.34
Mar '16 thru June '16	\$31,860.43	\$15,930.22
July 2016 thru Oct 2016	\$34,201.82	\$17,100.91
Nov 16 thru Feb 17	\$18,617.53	\$9,308.77
Mar 2017 thru June 2017	\$27,401.25	\$13,700.63
July 17 thru oct 17	\$27,725.13	\$13,862.57
Nov 2017 thru Feb 2018	\$17,554.63	\$8,777.32
Mar 2018 thru June 2018	\$18,854.51	\$9,427.26
July 2018	\$7,728.07	\$3,864.04
Aug 2018 thru Oct 2018	\$24,426.77	\$12,213.39
Nov 2018 thru Feb 2019	\$23,505.37	\$11,752.69
Mar 2019 thru Aug 2019*	\$17,071.25	\$8,535.63

TOTALS	\$347,643.14	\$173,821.59
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*Water/sewer/stormwater bills for Aug 2019 were estimated based on prior month's charge