



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

DATE: July 26, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Mindy T. Cummings, Manager
Real Estate Management Division *MTC.*

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Agreement for Sale and Purchase by and between Dr. Phillips, Inc., and Orange County, Florida; approval of Warranty Deed by Dr. Phillips, Inc. and Orange County; authorization for the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided for by the Agreement for Sale and Purchase; and authorization to disburse funds to pay purchase price and closing costs, and perform all actions necessary and incidental to closing.

PROJECT: Fire Station #31 (Dr. Phillips)

District 1

PURPOSE: To provide land for the access, construction, operation, and maintenance of a fire station.

ITEMS: Agreement for Sale and Purchase
Cost: \$1,100,000
Size: 1.612 acres

Warranty Deed

Memorandum of Agreement

BUDGET: Account No.: 5896-019-0804-6110

FUNDS: \$1,100,000 Payable to The Lowndes Law Firm
(purchase price)

APPROVALS: Real Estate Management Division
Fire Rescue Department

REMARKS: The subject property consists of 1.612 acres within Parcel ID 22-23-28-0000-00-012, located in central Orange County, off Banyan Boulevard (Property). Property is being acquired at the request of Orange County Fire Rescue to construct the new Fire Station #31.

As part of the negotiations, the contract includes an agreement to enter into a shared Stormwater Pond Agreement for an existing stormwater pond on the property constructed by Dr. Phillips, Inc. (Seller); a grant of exclusive option to Seller to repurchase Property if County does not commence construction of the fire station within five years of closing; and grants to Seller a Right of First Refusal to purchase Property in the event that the County desires to sell the property. The Right of First Refusal automatically terminates twenty years from the closing date.

Closing is contingent upon completion and acceptance of due diligence, of Property to be undertaken by the County during the inspection period. Seller to pay for the title commitment, title insurance premium, survey, documentary stamp taxes, prorated taxes, the cost to record the deed, corrective title instruments, and any other miscellaneous fees in conjunction with the closing. The County is to pay for their own appraisals, and other costs associated with due diligence.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 08 2023

Prepared by and after recording return to:

Sara Solomon, a staff employee
in the course of duty with the
Real Estate Management Division of Orange
County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:

22-23-28-0000-00-014

Project: Fire Station #31

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by Dr. Phillips Inc., a Delaware not for profit corporation, whose address is 7400 Dr. Phillips Boulevard, Orlando, Florida 32819, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

Project: Fire Station #31

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

“OWNER”

WITNESS #1

Dr. Phillips, Inc.,
a Delaware not for profit corporation

Timothy R. Miedora
Signature

By: Kenneth D. Robinson
Kenneth D. Robinson, President

Timothy R. Miedora
Print Name

Mailing Address: 215 N. Eola Dr.

City: Orlando State: FL

Zip Code: 32801

WITNESS #2

Carol E. Murray
Signature

Carol E. Murray
Print Name

Mailing Address: 215 N. Eola Dr.

City: Orlando State: FL

Zip Code: 32801

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29th day of February, 2024, by Kenneth D. Robinson, as President of Dr. Phillips Inc., a Delaware not for profit corporation, on behalf of the corporation. The individual is personally known to me or has produced Florida License as identification.

(Notary Stamp)



Carol E. Murray
Notary Public
State of Florida
Comm# HH060417
Expires 11/16/2024

Carol E. Murray
Notary Signature
Carol E. Murray

Print Notary Name

Notary Public of: State of Florida

My Commission Expires: 11/16/2024

SKETCH OF DESCRIPTION

Exhibit A

PARCEL: FS #31
 PURPOSE: FIRE STATION #31 ORANGE COUNTY, FLORIDA
 PARCEL ID 22-23-28-0000-00-014

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF LOT 390 OF THE PLAT OF SAND LAKE HILLS SECTION FOUR, AS RECORDED IN PLAT BOOK 7, PAGE 135, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BANYAN BOULEVARD, A 60 FEET RIGHT-OF-WAY, AS RECORDED ON THE SAID PLAT OF SAND LAKE HILLS SECTION FOUR; THENCE RUN SOUTH 00°26'59" EAST, ALONG THE EAST LINE OF LOTS 390 THROUGH 388 OF THE SAID SAND LAKE HILLS SECTION FOUR FOR A DISTANCE OF 245.01 FEET, TO A POINT ON A LINE PARALLEL WITH AND 245.01 FEET SOUTH OF THE SAID SOUTH RIGHT-OF-WAY LINE OF BANYAN BOULEVARD, AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF LOTS 388 THROUGH 390, RUN SOUTH 89°55'44" EAST ALONG THE SAID PARALLEL LINE, FOR A DISTANCE OF 255.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DR. PHILLIPS BOULEVARD, AS RECORDED IN THE SAID PLAT OF SAND LAKE HILLS SECTION FOUR; THENCE DEPARTING SAID PARALLEL LINE, RUN SOUTH 00°26'59" EAST ALONG THE SAID WEST RIGHT-OF-WAY LINE OF DR. PHILLIPS BOULEVARD FOR A DISTANCE OF 272.11 FEET, TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3307, PAGE 2501, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE OF DR. PHILLIPS BOULEVARD, RUN NORTH 89°55'44" WEST ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3307, PAGE 2501, SAID LINE ALSO BEING A LINE PARALLEL WITH THE SAID SOUTH RIGHT-OF-WAY LINE OF BANYAN BOULEVARD, FOR A DISTANCE OF 255.01 FEET, TO A POINT ON THE EAST LINE OF LOT 385 OF THE SAID SAND LAKE HILLS SECTION FOUR; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°26'59" WEST ALONG THE EAST LINE OF LOTS 385 THROUGH 388 OF THE SAID SAND LAKE HILLS SECTION FOUR, FOR A DISTANCE OF 272.11 FEET TO THE POINT OF BEGINNING.
 SAID PARCEL CONTAINING 1.593 ACRES (69,389 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.
5. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST RIGHT-OF-WAY LINE OF DR. PHILLIPS BOULEVARD AS BEING SOUTH 00°26'59" EAST.

SYMBOLS AND ABBREVIATION LEGEND:

●	CHANGE IN DIRECTION	ESMT =	EASEMENT
N	= NORTH	PB =	PLAT BOOK
E	= EAST	PG =	PAGE
S	= SOUTH	POB =	POINT OF BEGINNING
W	= WEST	POC =	POINT OF COMMENCEMENT
R/W	= RIGHT-OF-WAY	D.U =	DRAINAGE AND UTILITY
PID	= PARCEL ID	ORB =	OFFICIAL RECORDS BOOK

SHEET 1 OF 2
 SEE SHEET 2 FOR SKETCH
 NOT VALID WITHOUT SHEET 2

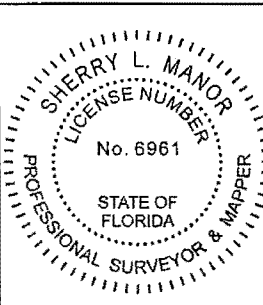
CERTIFIED TO:	
1.	ORANGE COUNTY, FLORIDA
2.	
3.	
4.	



L & S
 Diversified
 Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
 PHONE 407.681.3836 | WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829



Digitally signed
 by Sherry Manor
 Date:
 2024.02.01
 15:02:46 -05'00'

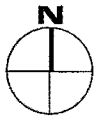
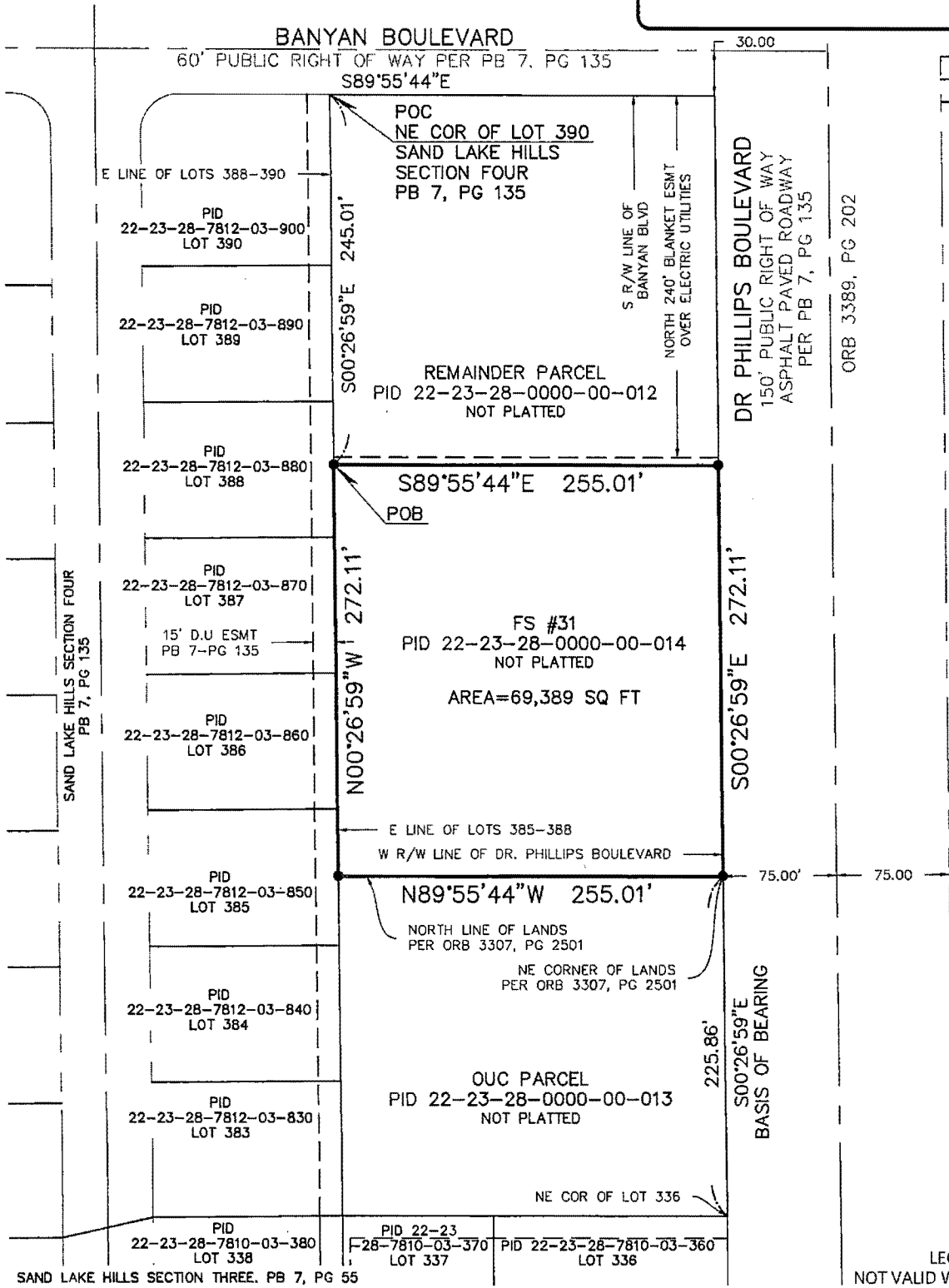
PROJECT DESCRIPTION			
PROJECT No.	230118	DRAWN DATE	2023.NOV.09
SURVEY BY	T.MERRITT	REVIEWED BY	S.MANOR
SURVEY DATE	2023.OCT.05	APPROVED BY	S.MANOR
DRAWN BY	M.SANTAMARINA	CLIENT FILE No.	N/A
No.	DATE	BY	DESCRIPTION
Δ1	2024.JAN.30	M.SANTAMARINA	UPDATED PARCEL ID PER OCPA
Δ2	2024.FEB.01	M.SANTAMARINA	ADDED COUNTY COMMENTS

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES. THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY LEE MANOR, PSM - LSH 6961

SKETCH OF DESCRIPTION

PARCEL: FS #31
 PURPOSE: FIRE STATION #31 ORANGE COUNTY, FLORIDA
 PARCEL ID 22-23-28-0000-00-014



SHEET 2 OF 2
 SEE SHEET 1 FOR
 LEGAL DESCRIPTION
 NOT VALID WITHOUT SHEET 1

PROJECT DESCRIPTION

PROJECT No.	230118	DRAWN DATE	2023.NOV.09
SURVEY BY	T.MERRITT	REVIEWED BY	S.MANOR
SURVEY DATE	2023.OCT.05	APPROVED BY	S.MANOR
DRAWN BY	M.SANTAMARINA	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
Δ1	2024.JAN.30	M.SANTAMARINA	UPDATED PARCEL ID PER OCPA
Δ2	2024.FEB.01	M.SANTAMARINA	ADDRESSED COUNTY COMMENTS



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GRAPHIC SCALE



1 INCH = 100 FEET

Project: Fire Station #31 (Dr. Phillips)

APPROVED

BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

AUG 08 2023

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (this “**Agreement**”) is made and entered into as the Effective Date (hereinafter defined) by and between Dr. Phillips Inc., a Florida not for profit corporation (the “**Seller**”) and Orange County, Florida, a charter county and political subdivision of the State of Florida (“**Purchaser**”).

RECITALS

A. Seller is the fee simple owner of that certain real property located at 8004 Banyan Boulevard, Orlando, Florida bearing Orange County Property Appraiser’s Parcel Identification Number 22-23-28-0000-00-012 (the “**Parent Parcel**”).

B. Purchaser is interested in purchasing approximately 1.612 acres of the Parent Parcel, more particularly described in the Commitment as defined below (the “**Property**”) and as shown in the attached **Exhibit A**, sketch and description.

C. The conveyance of the Property from Seller to Purchaser shall also include: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iii) all of Seller’s rights, titles, and interests in and to any streets, roads, avenues, alleys, or rights-of-way in front of, adjoining, and/or along the boundaries of the Property, whether public or private, whether dedicated or otherwise, and whether before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated; (iv) all of Seller’s rights, titles, and interests in and to any strips, hiatuses, gores, gaps, or boundary adjustment areas adjoining or affecting the Property; (v) all of Seller’s rights, titles, and interests in and to any body of water situated on, under, or adjacent to such Property; (vi) any and all riparian and other water rights relating to such Property; and (vii) all permits, approvals, authorizations, entitlements, and licenses relating to or affecting the Property which Purchaser approves.

D. Without limiting the generality of the foregoing, the Property is unimproved as of the Effective Date.

NOW, THEREFORE, in consideration of the Purchase Price (hereinafter defined), the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Agreement.** Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, for the Purchase Price and on the terms and conditions set forth in this Agreement.

Project: Fire Station #31 (Dr. Phillips)

3. **Effective Date.** The effective date of this Agreement (the “**Effective Date**”) shall be the later of: (i) the date this Agreement is executed by Seller; **or** (ii) the date this Agreement is approved and executed by the Orange County Board of County Commissioners (the “**Board**”).

4. **Purchase Price.** Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, the total purchase price to be paid by Purchaser to Seller for the Property shall be ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) (the “**Purchase Price**”).

5. **Title.**

5.1 Within **thirty (30) days** after the Effective Date, Seller shall, at Seller’s expense, obtain, through its agent, The Lowndes Law Firm (“Title Agent” and “Closing Agent”) an ALTA title insurance commitment for an Owner’s Title Insurance Policy (Form 2006), in the amount of the Purchase Price, with an effective date on or after the Effective Date, together with copies of all instruments referred to in both Schedule A and Schedule B thereof (collectively, the “**Commitment**”) issued by The Lowndes Law Firm, 215 N. Eola Drive, Orlando, FL 32801, Attention: Timothy R. Miedona, Esq. (the “**Title Company**”). The Commitment shall evidence that, upon execution, delivery, and recordation of the Deed (hereinafter defined), and the satisfaction of all requirements specified in Schedule B, Section I, of the Commitment, Purchaser shall acquire indefeasible fee simple and marketable title to the Property, subject only to the Permitted Exceptions (hereinafter defined).

5.2 Within **ninety (90) days** after the Effective Date (the “**Objection Period**”), Purchaser may deliver to Seller written notice of any title or survey matters which are not acceptable to Purchaser in its sole and absolute discretion (the “**Objections**”). If Purchaser raises any Objections, then Seller shall, within ten (10) days after receipt of Purchaser’s Objections, (the “**Response Period**”) notify Purchaser in writing as to whether or not Seller, at Seller’s expense, agrees to cure any of the Objections and, if so, which Objections Seller agrees to cure. If Seller does not provide Purchaser with a written response to the Objections on or before the expiration of the Response Period, it shall be presumed that Seller is unable or unwilling to attempt to cure any of the Objections. If Seller agrees to cure any of the Objections, then Seller, at Seller’s expense, shall undertake reasonable and diligent efforts to cure and remove such Objections on or before five (5) business days prior to Closing (the “**Cure Period**”). As Seller completes the cure of any Objection, Seller shall notify Purchaser in writing of the same; if Seller does not notify Purchaser on or before expiration of the Cure Period that Seller has cured a particular Objection that Seller has agreed to cure, it shall be presumed Seller has been unable to do so. If, after the exercise of reasonable and diligent efforts, Seller has been unable (or deemed to be unable) to cure any Objection (that Seller has agreed to cure) within the Cure Period, then Purchaser shall elect, by written notice to Seller delivered at or prior to Closing, to either: (i) terminate this Agreement; or (ii) waive such uncured Objections and accept title and survey as they then are without setoff or reduction in the Purchase Price. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any-notice required or allowed under, and/or to terminate this Agreement pursuant to, this Section 5.2. For avoidance of doubt, Purchaser acknowledges that Seller has no obligation whatsoever to cure or to attempt to cure any

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Project: Fire Station #31 (Dr. Phillips)

Objections except to the extent that Seller hereafter agrees to cure or to attempt to cure any Objections in accordance with this Section 5.2 above.

5.3 Any defect in title or survey that Purchaser does not object to on or before the expiration of the Objection Period, together with any and all uncured Objections which Purchaser elects to waive in writing, shall be deemed permitted exceptions (“**Permitted Exceptions**”).

5.4 No sooner than **five (5) business days** prior to Closing but not later than **two (2) business days** prior to Closing, Purchaser shall cause the Title Company to endorse the Commitment to update the effective date of the Commitment to a date on or after the day that is **ten (10) days** prior to Closing. If the endorsement to the Commitment includes any additional requirements in Schedule B, Section I, or any new exceptions in Schedule B, Section II, that are not caused by Purchaser and are not already Permitted Exceptions, then Purchaser shall notify Seller in writing specifying such new title defect (“**New Title Defect**”). Seller shall have a period of thirty (30) days following the receipt of such notice from Purchaser to cure any New Title Defect, at Seller’s sole cost and expense, and, if necessary, the Closing date shall be extended so that Seller can attempt to cure the New Title Defect as provided above. If Seller fails to cure any New Title Defect within said thirty (30) day period, then Purchaser shall elect, by written notice to Seller delivered at or prior to Closing, to: (i) terminate this Agreement; or (ii) waive the New Title Defect and accept the title as it then is without setoff or reduction in the Purchase Price; or (iii) if any New Title Defect is caused by the actions of Seller, then, subject to Section 18 below (including the notice and cure provisions set forth therein), Purchaser may pursue the remedies available to it under this Agreement for a default by Seller. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to this Section 5.4.

6. **Inspection Period.**

6.1 Purchaser shall have **one hundred twenty (120) days** from the Effective Date (the “**Inspection Period**”) within which to investigate the physical, legal, and economic feasibility of acquiring, owning, improving, developing, using, occupying, operating, and maintaining the Property for Purchaser’s intended uses including, without limitation, investigation of all applicable building, zoning, environmental, and other codes, ordinances, statutes, laws, rules, and regulations affecting the Property, stormwater management, zoning, and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, concurrency, moratoriums, entitlements, and any other factors whatsoever considered appropriate by Purchaser, in its sole and absolute discretion, to determine overall project feasibility.

For the purposes of conducting this investigation, Purchaser shall have the right, both during the Inspection Period, and at all other times that this Agreement is in effect, during normal business hours, to personally or through its agents, employees, and independent contractors, to enter upon the Property (including any buildings, structures, or other improvements located thereon) for the purposes of inspecting the Property (including any buildings, structures, or other improvements located thereon), making additional surveys, soil tests, environmental tests, test borings,

Project: Fire Station #31 (Dr. Phillips)

topographical studies, and conducting such other investigations of the Property (including any buildings, structures, or other improvements located thereon), which Purchaser deems appropriate, in Purchaser's sole and absolute discretion.

Notwithstanding the foregoing, prior to any entry pursuant to this Section 6.1 upon the Property, Purchaser shall provide Seller with reasonable prior notice of any intended entry so that Seller may arrange to provide Purchaser (and/or Purchasers' agents, employees, and independent contractors) access and to have a representative present during any time that Purchaser has entered upon the Property; notwithstanding the notice provisions of Section 13 below, the "prior notice" required by this Section 6.1 need not be in writing, may be provided by Purchaser to Seller's representative:

NAME Shane Taylor

PHONE 407-422-6105

EMAIL staylor@drphillips.org

and shall be considered "reasonable prior notice" if it is provided not less than 24 hours prior to Purchaser's intended entry. Purchaser shall also have the right to meet and consult with Seller's consultants with information relative to the Property, or development matters related thereto, for the sole purpose of Purchaser's proposed acquisition and development of the Property.

Upon any termination of this Agreement, Purchaser shall repair any material damage to the Property caused by its entry thereon and restore the same to substantially the same condition in which it existed prior to such entry. The foregoing obligation of Purchaser shall survive termination of this Agreement.

6.1.1 Purchaser, to the extent permitted by Section 768.28 of the Florida Statutes, agrees to indemnify Seller for damage or injury that may occur on the Property attributable to Purchaser's own negligent acts or omissions or those of its officials and employees acting within the scope of their employment. The foregoing shall not constitute an agreement by Purchaser to assume any liability for the acts, omissions, and/or negligence of any other party or person. Nothing in this Agreement is intended to act as a waiver of the Purchaser's sovereign immunity pursuant to Section 768.28 of the Florida Statutes, and, notwithstanding anything in this Agreement to the contrary, under no circumstances shall Purchaser be liable to Seller under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against Purchaser related to this Agreement and are not confined to tort liability. Purchaser shall repair any damage caused by Purchaser's tests and investigations. The terms and provisions of this paragraph shall survive both termination of this Agreement and Closing.

6.2 The Due Diligence Contingency, set forth in **Exhibit B** attached hereto and incorporated herein by this reference, is a material condition of this Agreement.

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Project: Fire Station #31 (Dr. Phillips)

6.3 In the event Purchaser determines, in its sole and absolute discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible for Purchaser to acquire the Property – or that Purchaser is not satisfied with any other matter (including without limitation those other matters set forth in this Section 6 above or any other matter(s) which Purchaser deems relevant) – then, in such event, Purchaser may, in Purchaser’s sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to, this Section 6.3.

6.4 Seller agrees to deliver or cause their respective consultants to deliver to Purchaser within **five (5) business days** after the Effective Date a copy (either electronic or hard copy) of each of the following, to the extent such is within Seller’s possession or control, all of which shall be delivered without any assignment or warranty and considered the “**Seller’s Documents**”:

6.4.1 Any environmental, wetlands, and/or endangered species reports, structural, mechanical, foundation, and/or roof reports, or studies, technical data, utility capacity information, soils reports, drainage reports (inclusive of stormwater calculations), traffic reports and studies, surveys, maps (including flood plain maps), and/or hydrological reports, related to all or any part of the Property (including without limitation for buildings, structures, or improvements located on the Property);

6.4.2 Final and/or draft subdivision, site, master drainage, infrastructure, engineering, construction, building, landscape, and architectural plans approved, or proposed to be approved, by government agencies for all or any part of the Property (including without limitation for buildings, structures, or improvements located on the Property) as well as the CAD drawings or similar format for the plans;

6.4.3 Resolutions, development orders, development agreements, planned development (PD) approvals and/or ordinances, preliminary subdivision plans/development plans, plats, permits, and vested rights certificates for all or any part of the Property, and any of the same that have been submitted to government agencies for approval and for which approval is currently pending;

6.4.4 A summary of recent maintenance performed and/or improvements made to all or any part of the Property (including without limitation to buildings, structures, or improvements located on the Property);

6.4.5 Inspection reports, including building inspection reports, for any buildings, structures, or improvements located on the Property;

6.4.6 Service contracts related to all or any part of the Property (including without limitation for buildings, structures, or improvements located on the Property), including but not limited to HVAC, halon, roof, pest control, and landscaping (“**Service Contracts**”);

Project: Fire Station #31 (Dr. Phillips)

6.4.7 Warranties related to all or any part of the Property, including without limitation for any buildings, structures, or improvements located on the Property, and/or for any components thereof (e.g. HVAC, roof, etc.) (“**Warranties**”); and

6.4.8 Notices from government agencies affecting all or any part of the Property; and

6.4.9 All title policies and title instruments pertaining to all or any part of the Property; and

6.4.10 Any other similar due diligence documents, studies, notices, analysis, or information pertaining to the Property in Seller’s possession or under Seller’s control.

In the event any of Seller’s Documents cover other properties besides just the Property, then Seller’s obligation to deliver such materials to Purchaser shall be limited to delivery of the relevant pages of Seller’s Documents that apply to the Property. Relevant pages shall include all pages of the Seller’s Documents to ensure that the context of the Seller’s Document relevant to the Property is maintained.

6.5 After the Effective Date (and until this Agreement is terminated, if ever), Seller shall not change or cause the physical condition of the Property to change relative to its condition on the Effective Date, absent the prior written consent of Purchaser to any such change.

6.6 Prior to Closing, Purchaser, in Purchaser’s sole and absolute discretion, but at Purchaser’s sole cost and expense, may deem it advisable to pursue or obtain certain permits, approvals, licenses, authorizations, and/or development entitlements of/from any governmental authority that will be required for Purchaser to own, improve, develop, use, occupy, operate, and/or maintain the Property for Purchaser’s intended uses. In such event, Seller shall cooperate with Purchaser in Purchaser’s efforts. In furtherance and not in limitation thereof, where required by the governmental authority(ies) and/or reasonably requested by Purchaser, Seller shall execute any agreements, documents, instruments, applications, approvals, authorizations, or submissions requiring the consent or joinder of the record owner of any part of the Property.

7. **Closing.**

7.1 Unless otherwise agreed in writing between Purchaser and Seller, the closing of the purchase and sale of the Property contemplated herein (“**Closing**”) shall be a “mail away” closing and all documents and funds necessary for Closing shall be received by the Closing Agent on or before **thirty (30) days** after the expiration of the Inspection Period (the “**Closing Date**”) (except to the extent that the Closing Date is extended by other provisions of this Agreement).

7.2 At Closing:



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7.2.1 Purchaser shall remit to the Closing Agent by wire transfer the Purchase Price, subject to the adjustments and prorations herein provided, and plus the Purchaser's expenses, if any, herein provided.

7.2.2 Seller shall execute and deliver to Purchaser a general warranty deed (a "**Deed**") conveying, in accordance with all applicable laws and ordinances, indefeasible fee simple title to the Property free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever except for the Permitted Exceptions. The Deed shall also expressly transfer: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iii) all of Seller's rights, titles, and interests in and to any streets, roads, avenues, alleys, or rights-of-way in front of, adjoining, and/or along the boundaries of the Property, whether public or private, whether dedicated or otherwise, and whether before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated; (iv) all of Seller's rights, titles, and interests in and to any strips, hiatuses, gores, gaps, or boundary adjustment areas adjoining or affecting the Property; (v) all of Seller's rights, titles, and interests in and to any body of water situated on, under, or adjacent to such Property; and (vi) any and all riparian and other water rights relating to such Property.

7.2.3 Seller shall execute and deliver to Purchaser an Assignment of Intangible Property and Development Rights and Entitlements (the "**Assignment**") pursuant to which Seller shall transfer, assign, and convey to Purchaser without warranty or representation (but only to the extent Seller may transfer, assign, and convey, and only to the extent related to the Property), for no additional consideration, all of Seller's rights, titles, and interests in and to: (i) all permits, approvals, authorizations, licenses, and development entitlements, including without limitation all concurrency and capacity reservations, rights, and credits and all other transferrable development rights issued to or for the benefit of the Property (including without limitation development approvals, if any, obtained by Purchaser) (collectively, "**Permits**"); (ii) all Warranties; and (iii) all subdivision, site, master drainage, infrastructure, engineering, and construction plans to the extent applicable to the Property, whether or not approved by governmental agencies (collectively, "**Plans**"). However, at Purchaser's election, the Assignment may include all Permits, Warranties, and Plans, or only those Permits, Warranties, and Plans that Purchaser requests be transferred, assigned, and conveyed to Purchaser at Closing.

7.2.4 Seller shall execute and deliver to Purchaser a Bill of Sale (the "**Bill of Sale**") pursuant to which Seller shall transfer, assign, and convey to Purchaser without warranty or representation (but only to the extent Seller may transfer, assign, and convey and only to the extent related to the Property), for no additional consideration, all of Seller's rights, titles, and interests in and to any and all personal property that is located over, under, on, upon, through, across the Property as of the Closing Date (the "**Personal Property**"). However, at Purchaser's election, the Bill of Sale may include all such Personal Property, or only those items of Personal Property that Purchaser requests be transferred, assigned, and conveyed to Purchaser at Closing.

7.2.5 Seller and Purchase shall each execute and deliver the Right of First Refusal and Repurchase Option Agreement (as hereinafter defined).

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7.2.6 Seller shall also execute and deliver, in such form reasonably acceptable to Purchaser, Seller, and the Title Company, as applicable:

- (a) a closing statement;
- (b) an affidavit and/or such other instruments as shall be required for Seller to comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership;
- (c) an owner's affidavit in the form required by the Title Company to delete the standard exceptions on an owner's title policy;
- (d) a non-foreign person affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code;
- (e) any other documents and/or instruments reasonably necessary to transfer to Purchaser title including but not limited to applications for certificates of title and/or powers of attorney; and
- (f) copies of such documents, resolutions, and other instruments as may be reasonably required by Purchaser and/or the Title Company, in form acceptable to Purchaser, Seller, and the Title Company, to evidence the authority of the person signing the Deed and other documents to convey the Property to Purchaser in accordance with this Agreement.

7.2.7 Ad valorem property taxes for the year of closing shall be prorated as of the Closing Date and said prorated amount shall be paid by Seller pursuant to Section 196.295, Florida Statutes. At Seller's election, Seller's share of prorated taxes may be deducted from the proceeds of sale and remitted by Buyer or title company reasonably acceptable to Buyer to the County Tax Collector on Seller's behalf. Unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by Seller for the year of conveyance. In the event that, as of the Closing Date, there are any outstanding unpaid property taxes for years prior to the year of closing, then Seller shall be responsible for payment of the same, on the entirety of the tax parcels for which Buyer is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

7.2.8 Seller shall pay all pending, certified, confirmed, and/or ratified charges or assessments against the Property existing as of the day before the Closing Date.

7.2.9 Seller shall pay for the cost of recording the Deed, the costs of recording of any corrective instruments necessary to cure any Objections, the cost of recording a Shared Stormwater Pond Use Agreement (defined below), and the costs of recording or filing of any other instruments to be recorded or filed in connection with this Agreement and/or Closing.

7.2.10 Seller shall pay for state documentary stamp tax on the Deed.

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7.2.11 Seller shall pay for any closing fee, and/or other similar fee, to be paid to the Title Company and/or the Closing Agent in connection with this Agreement and/or Closing.

7.2.12 Seller shall pay for the Commitment and the title insurance premium for the owner's policy for the Property (and any endorsements thereto).

7.2.13 Seller shall pay, outside of Closing, for the Survey.

7.2.14 Purchaser shall pay, outside of Closing, for the Appraisals (hereinafter defined).

7.2.15 Each party shall bear its own attorney's fees and expenses in connection with Closing.

7.2.16 Seller shall execute and deliver such other documents and instruments as are helpful or reasonably necessary to evidence or effectuate the transactions contemplated hereby.

7.3 Possession of the Property shall be delivered to Purchaser at Closing.

7.4 The Manager of the Orange County Real Estate Management Division is hereby authorized to execute, on behalf of Purchaser, those closing documents requiring execution by Purchaser at Closing.

8. Contingencies.

8.1 Contingencies Defined. The Closing is contingent upon and subject to those matters specifically set forth hereinafter in this Section 8.1 (the "Contingencies"):

8.1.1 Title Cures. At or before Closing, Seller shall have cured all Objections that Seller agreed to cure pursuant to Section 5.3 above. Without limiting the foregoing, Seller shall have delivered to Purchaser and/or Title Company, as applicable, in recordable form, if applicable, all instruments necessary to convey clear title to the Property subject to the Permitted Exceptions.

8.1.2 Marked-Up Commitment. At or before Closing, Title Company shall have provided Purchaser with a "marked-up" version of the Commitment unconditionally obligating Title Company to issue an owner's policy to Purchaser in the condition required by this Agreement.

8.1.3 Appraisals. Purchaser, at Purchaser's expense, shall have received, reviewed, and approved two (2) real estate appraisals of the Property, (the "Appraisals") prepared by MAI appraisers selected by Purchaser (in Purchaser's sole discretion) – which approval shall be evidenced by issuance of one or more review appraiser's statements ("RASS"), prepared by staff of the Orange County Real Estate Management Division, concluding that the Appraisals meet

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current Uniform Standards of Professional Appraisal Practice and applicable Orange County standard procedures. Purchaser shall order the Appraisals, and shall receive the Appraisals from Purchaser's selected appraisers, prior to the expiration of the Inspection Period.

8.1.4 **Lot Split.** Purchaser at Purchaser's expense shall obtain a boundary survey of the Property (the "**Survey**"), prepared by a licensed Florida registered land surveyor selected by Purchaser (in Purchaser's sole discretion) in accordance with the minimum technical requirements and standards promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes. The Survey, shall be in the form required by the Title Company to delete the standard survey exception in the Commitment and shall show all improvements, setbacks, easements, encroachments, or overlaps on the Property and all matters affecting title which are capable of being shown on the Survey and are set forth on Schedule B, Section II, of the Commitment. The Survey shall also meet the requirements necessary to complete the lot split for the parcel and shall, at a minimum, be certified to the following parties: Purchaser, Seller, and the Title Company. The "Draft Survey" will be reviewed by the County Surveyor or their subordinate and comments/revisions will be given to the consultant before finalizing. Upon Purchaser and Seller's approval of the Survey, the same shall be and constitute the "Survey" for purposes of this Agreement. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to Purchaser, in its sole discretion, then Purchaser may, in its sole discretion, deliver to Seller written notice of same within the Objection Period and the same shall be treated as "Objections," as defined herein. Thereafter, Purchaser, at Purchaser's sole cost and expense, shall undertake reasonable and diligent efforts to process the lot split in order to create a separate designated parcel in accordance with state law, Orange County Code, and any and all other applicable policies and procedures (the "**Lot Split**"). The resulting survey as approved through the Lot Split may be recorded at the time of Closing. The legal description of the Property set forth on the Survey shall be utilized in the documents of conveyance and in the Owner's Title Insurance Policy to be issued to Purchaser hereunder.

8.1.5 **OUC Lot Split.** It has been determined by Orange County that the property to the south owned by the City of Orlando/Orlando Utilities Commission (collectively "**OUC**") (Parcel ID: 22-23-28-0000-00-013) never received approval for a lot split and therefore that property is required to go through a lot split as well to effectuate the Lot Split for the Property. This has to occur before or simultaneously with Purchaser's Lot Split. Seller agrees to cooperate with Purchaser to work with OUC to complete the lot split for its property and get it approved by Orange County. Seller shall not be responsible for any costs or expenses associated with the OUC Lot Split. Seller agrees to extend the Closing Date as needed to account for the additional time due to a requirement to complete a lot split for OUC's property; provided, however, that the Closing Date shall not be extended for more than ninety (90) days.

8.1.6 **Access.** This Agreement is contingent upon verification that access to the Property can be permitted and constructed from Dr. Phillips Boulevard in the approximate locations circled in red in the approximate locations as shown on the attached **Exhibit C**, incorporated herein by reference.

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8.1.7 **Utilities.** All utility services necessary for the development, use, and operation of the Property for Purchaser's intended use (e.g. water (potable and reclaimed, all at pressures sufficient to satisfy fire flow requirements of governmental agencies), sewer, electricity, telephone, fiber, internet, cable television, and gas are stubbed in and available within 200 feet of the boundary of the Property.

8.1.8 **Stormwater Pond.** The parties agree that the Property contains a stormwater pond (the "**Stormwater Pond**") that will be shared by Seller and Purchaser. Seller agrees to cooperate with Purchaser to complete the following as a condition to Closing:

(a) Verify that the Stormwater Pond can accommodate the existing impervious surfaces and the proposed impervious surface calculations based on the site layout and improvements for the Property as set forth in **Exhibit C**;

(b) Permit the shared Stormwater Pond through Orange County and South Florida Water Management District as may be required;

(c) The parties will mutually develop a Shared Stormwater Pond Use Agreement that will be signed by Seller and Purchaser and recorded in the public records of Orange County at Closing. Such agreement will outline the terms of use of the pond, access, connection and maintenance responsibilities.

8.1.9 **Termination of Leases.** Seller shall not have entered into any recorded or unrecorded licenses, leases, or other occupancy or use agreements of any kind or nature affecting all or any portion of the Property ("**Leases**") after the Effective Date. Unless otherwise consented to in writing by Purchaser, any leases affecting all or any portion of the Property and in effect as of the Effective Date shall have been terminated by Seller, at no cost or expense to Purchaser, before the Closing Date, and any person(s) in possession of all or any part of the Property at any time prior to the Closing Date, shall have physically vacated the Property, and shall have removed all personal property (other than the fixtures constituting part of the Property) from the Property, before the Closing Date. As of the morning of the Closing Date, there shall be no person in possession of any part of the Property, other than Seller, such that, following Closing, there shall be no person in possession of any part of the Property, other than Purchaser. At or before Closing, Seller shall provide reasonable and sufficient proof to Purchaser and Title Company of Seller's compliance with this paragraph. If requested by Purchaser, Seller shall allow Purchaser to conduct a walk-through inspection of the Property, within the five (5) business days prior to Closing, to ensure Seller's compliance with this paragraph.

8.1.10 **Termination of Service Contracts.** Any and all Service Contracts, any leases affecting all or any portion of the Property, whether existing as of the Effective Date or entered into by Seller after the Effective Date, shall have been terminated by Seller, at no cost or expense to Purchaser, before the Closing Date. At or before Closing, Seller shall provide reasonable and sufficient proof to Purchaser and Title Company of Seller's compliance with this paragraph.

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8.2 **Waiver of Contingencies.** Any Contingency may be waived, lessened, or otherwise removed from this Agreement by Purchaser at any time by delivery of written notification from Purchaser to Seller. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to waive Contingencies and furnish notices pursuant to this paragraph.

8.3 **Effect of Failure of Contingency.** If all Contingencies have not been satisfied (by the person responsible for the satisfaction of the same) or waived in writing by Purchaser on or before the Closing Date (or on or before such earlier date as may be specified for the satisfaction of any particular Contingency in Section 8.1 above), then this Agreement shall automatically terminate and be of no further force or effect.

8.4 **Mutual Extension of the Closing Date.** In the event that any (or all) of the Contingencies are not satisfied on or before the Closing Date, then the Parties by mutual agreement may (but shall not be required to) extend the Closing Date through one or more written extensions executed by Purchaser and Seller; provided, however, in no event shall the Closing Date be extended to a time later than **one hundred twenty (120) days** from the end of the Inspection Period. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to execute written extensions pursuant to this paragraph.

9. **Seller's Representations and Warranties.**

9.1 Seller hereby represents and warrants to Purchaser that each of the following are true and correct as of the Effective Date, and that each of the following shall be true and correct as of the Closing Date as if such representations and warranties were made again on the Closing Date, but none of which shall survive Closing:

9.1.1 This Agreement constitutes a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

9.1.2 The execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Seller in order to consummate this transaction have been or will be obtained and authorized as so required.

9.1.3 There are no outstanding state or federal tax liens, claims, or demands against Seller that constitute or will constitute a lien against the Property.

9.1.4 The Property is not any type of security or collateral for any obligation – other than matters of public record that will be reflected on the Commitment.

9.1.5 Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement that affects any portion of the Property.

9.1.6 To Seller's actual knowledge, there are no currently pending or threatened actions, suits, claims, demands, or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof.

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9.1.7 To Seller's actual knowledge there are no recorded or unrecorded liens, special assessments, easements, reservations, restrictions, covenants, or encumbrances affecting the Property – other than matters of public record that will be reflected on the Commitment and any agriculture-related leases that will be terminated by Seller prior to Closing.

9.1.8 After the Effective Date, Seller shall not convey, transfer, or encumber the Property, take any action to cause the Property to be conveyed, transferred, or encumbered, or grant any interest in the Property to any person or entity other than to Purchaser as contemplated in this Agreement.

9.1.9 Except as to any agriculture-related leases that will be terminated by Seller prior to Closing, the Property is not subject to any recorded or unrecorded licenses, leases, or other occupancy or use agreements of any kind or nature.

9.1.10 There is no person in possession of the Property, other than Seller and other than pursuant to any agriculture-related leases that will be terminated by Seller prior to Closing.

9.1.11 There are no other persons or entities known to Seller who have any rights to acquire the Property or have any rights or claims therein or thereto or for any portion of either – other than matters of public record that will be reflected on the Commitment and other than pursuant to any agriculture-related leases that will be terminated by Seller prior to Closing.

9.1.12 Except as otherwise disclosed in the Seller's Documents, to Seller's actual knowledge, there presently does not exist and there has never existed on, above, or under the Property any Hazardous Material, and, to Seller's actual knowledge, neither Seller, nor any other person, has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of, on, under, or at the Property or any part thereof. To Seller's actual knowledge, no part of the Property has ever been used as a manufacturing, storage, or dumpsite for Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination.

(a) "**Hazardous Materials**" shall mean: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and the Superfund Amendments and Reorganization Act of 1986, as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) petroleum, petroleum by-products or petroleum constituents; (f) any substance the presence of which is prohibited by any governmental requirement; and (g) any other substance which by any governmental requirement requires special handling in its collection, storage, treatment or disposal, in quantities that is prohibited or regulated by any federal, state, or local law related to the protection of human health or the environment.

(b) "**Hazardous Materials Contamination**" shall mean the contamination (whether presently existing or hereafter occurring) of any improvements, facilities,

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soil, ground water, ambient air, subsurface strata, biota, or other elements on, or of, the Property by Hazardous Materials, or the contamination of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota, or other elements on, or of, any other property as a result of Hazardous Materials emanating from the Property.

9.1.13 To Seller's actual knowledge, there are no wells, drilling holes, wellheads, or underground storage tanks located on the Property, and no portion of the Property has ever been used for a cemetery/burial site, garbage dump, landfill, or service station or other business selling petroleum or petroleum products.

9.1.14 Seller has received no written notification and, to Seller's actual knowledge, has received no other notification from any individual, corporation, governmental agency, bureau, or authority which pertains to or concerns a violation or suspected violation of any environmental or ecological law or regulation relating to the Property.

9.1.15 Seller will notify Purchaser promptly of any occurrence, notification, or variation in the representations or warranties contained herein.

9.2 The failure of any of the representations, warranties, or covenants contained in Section 9.1 to be true and correct on the Effective Date and on the Closing Date shall entitle Purchaser to elect, no later than the Closing Date, to either: (a) waive such condition and close without adjustment to the Purchase Price; (b) terminate this Agreement whereupon neither party shall have any further obligation hereunder except for any obligations that expressly survive such termination; or (c) if Seller has taken any action or failed to take any action that intentionally caused any of its representations, warranties or covenants to be untrue on the Effective Date or on the Closing Date, then, subject to Section 12 below (including the notice and cure provisions set forth therein), Purchaser may pursue the remedies available to it under this Agreement for a default by Seller.

9.3 For purposes of this Agreement whenever the phrase "to Seller's actual knowledge" or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of **Kenneth D. Robinson, President**, in his/her capacity as the Seller, without any investigation or inquiry. Purchaser hereby acknowledges and agrees that **Kenneth D. Robinson** is named above solely for the purpose of defining the scope of Seller's actual knowledge and not for the purpose of imposing any liability on or creating any duties running from Kenneth D. Robinson to Purchaser. Purchaser covenants that Purchaser will bring no action of any kind, character or nature against Kenneth D. Robinson, or any other member, manager, director, officer or affiliate of Seller, arising out of any of the representations and warranties made herein by Seller. In no event shall Kenneth D. Robinson be personally liable for a breach of any representation, warranty or covenant made herein or otherwise.

10. **Grant of Exclusive Option to Repurchase and Right of First Refusal.**

10.1 **Exclusive Option to Repurchase.** Purchaser grants to Seller an Exclusive Option to Repurchase the Property, in the event the Purchaser does not commence construction on a fire station within five (5) years of the Closing Date (the "**Option Period**"). The repurchase

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price for the Property shall be the Purchase Price paid by Purchaser for the Property (as set forth in this Agreement). For purposes of this Agreement, commencement of construction shall be evidenced by issuance of a building permit from the authority having jurisdiction. The Option Period and the terms of the repurchase price automatically terminates upon the commencement of construction; thereafter, if the Purchaser desires to sell the Property, Seller's right to purchase the Property and the purchase price shall be governed by Section 10.2 below, Right of First Refusal.

10.2 Right of First Refusal. In the event Purchaser desires to sell the Property after the Option Period terminates, Purchaser shall deliver a notice to Seller stating the specified price and economic terms for which Purchaser desires to sell the Property (the "**Specified Terms**"). Seller shall have the right to purchase the Property for the Specified Terms (the "**Right of First Refusal**"), provided Seller delivers written notice to Purchaser of its election to do so within thirty (30) days after receipt of such notice from Purchaser. If Seller does not elect to exercise its right to purchase as aforesaid, Purchaser may sell the Property to any person or entity, this right of first refusal shall be null and void and Seller shall have no further rights pursuant to this Section 10.2. Should Seller exercise its right of first refusal hereunder to purchase the Property, Seller shall be responsible for all transfer costs inclusive of all costs associated with document preparation, recording fees associated with documents to transfer title; title insurance, survey, and closing agent fees, taxes and expenses except that Purchaser shall bear its own attorney's fees and costs. This Right of First Refusal and all obligations on Purchaser to provide notice to Seller, unless previously exercised or terminated shall automatically terminate twenty (20) years from the Closing Date.

10.3 Memorandum of Agreement. This Grant of Exclusive Option to Repurchase and Right of First Refusal shall be effective upon Closing and be evidenced in a Memorandum of Rights, a form attached hereto and incorporated herein by reference as **Exhibit D**, to be recorded upon Closing in the Public Records of Orange County, Florida at Seller's expense to put third parties on notice of the existence of Seller's rights. Seller, post-closing agrees to execute any instruments or documents that may be required to satisfy the underwriting requirements for title insurance to clear Seller's rights as those may exist via the Option to Repurchase or the Right of First Refusal.

10.4 Survival. The agreements and representations set forth in this Section 10 shall survive Closing and are binding upon the parties hereto, their successors and assigns.

11. Brokers and Commission.

11.1 Seller is not represented by a broker.

11.2 Seller and Purchaser represent to each other that neither party is aware of any person or entity that would be entitled to a commission, finder's fee, compensation, or brokerage fee upon the consummation of this transaction. The terms of this provision shall survive Closing, or termination of this Agreement, for a period of one (1) year after the date of Closing or such termination.

12. Default and Remedies.

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12.1 In the event either party fails to comply with or perform any of the conditions, covenants, or agreements contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the breaching party shall be entitled to written notice of the specific non-compliance, breach, or other problem and to ten (10) days after the receipt of that written notice in which to cure said non-compliance, breach, or other problem, except the parties shall only have three (3) days to cure a failure to timely close the transaction contemplated hereby. If such non-compliance, breach, or other problem is not corrected within the applicable period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth.

12.2 In the event of a default by Seller, then Purchaser may, at Purchaser's election, either: (i) terminate this Agreement by written notice to Seller; or (ii) pursue an action for specific performance against Seller, provided that any action for specific performance must be filed by Purchaser in the appropriate court with jurisdiction no later than one hundred twenty (120) days after Seller's default, failing which Purchaser shall be deemed to have elected (i) above.

12.3 In the event of a default by Purchaser, then Seller, as Seller's sole and exclusive remedy, shall be entitled to terminate this Agreement by written notice to Purchaser.

12.4 Except as otherwise expressly set forth in this Agreement, in no event shall either party be liable for damages in the event of a default by such party hereunder; furthermore, and notwithstanding anything in this Agreement to the contrary, in no event shall either party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of a default by such party hereunder.

12.5 The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to, this Section 12.

13. **Notices.**

13.1 Any notices which may be permitted or required under this Agreement must be in writing, sent to the appropriate notice address(es) for such party set forth below, and will be deemed delivered, whether or not actually received, when delivered by hand delivery; when deposited in the United State Mail, postage prepaid, registered or certified mail, return receipt requested; or when delivered to a guaranteed overnight delivery service, such as Federal Express, for delivery not later than the next business day.

As to Seller:

Dr. Phillips, Inc.
Attn: Kenneth D. Robinson, President
7400 Dr. Phillips Blvd.
Orlando, Florida 32819-5146

with a copy to:

The Lowndes Law Firm
215 N. Eola Drive
Orlando, Florida 32801
Attn: Timothy R. Miedona, Esq.

Mailing:

P.O. Box 692709

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Orlando, Florida 32869-2709

As to Purchaser:
Orange County, Florida
Real Estate Management Division
Attn: Manager
400 E. South St., 5th Floor
Orlando, Florida 32801

with a copy to:
Orange County, Florida
County Attorney's Office
Attn: County Attorney
201 S. Rosalind Ave., 3rd Floor
Orlando, Florida 32801

13.2 Addresses for notice may be changed by giving notice hereunder.

13.3 Notwithstanding any provisions hereof to the contrary, legal counsel for either party may provide any notice required or permitted hereunder by communication from said party's legal counsel pursuant to methods of notice permitted under this Section 13.

13.4 The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under this Section 13.

14. **Miscellaneous.**

14.1 **No Waiver; Rights Cumulative.** Neither the failure of either party to exercise any power or right herein provided or to insist upon strict compliance with any obligation herein specified, nor any custom, use, or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement. Except as expressly limited the terms of this Agreement, all rights, powers, and privileges conferred herein shall be cumulative with, and not restrictive of, those provided at law or in equity.

14.2 **Entire Agreement; Modification.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties hereto.

14.3 **Survival; Effect of Termination.** Neither this Agreement, nor any term or provision hereof, shall survive Closing hereunder, except as specifically provided herein. Upon any termination of this Agreement, the parties shall thereafter be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

14.4 **Binding Effect.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns (if any).

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14.5 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.

14.6 **Headings; Gender.** The headings inserted at the beginning of each section are for the convenience of the parties only and do not add to or subtract from the meaning and contents of each section. Words of any gender used in this Agreement should be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

14.7 **Further Assurances.** After the Effective Date, each party shall, at the request of the other party, make, execute, and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions, and other instruments and documents, and shall do or cause to be done all such other things which may be reasonably requested of such party and which may be reasonably required to effectuate the provisions and intention of this Agreement.

14.8 **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 of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

14.9 **Time of the Essence.** Time is of the essence of this Agreement.

14.10 **Drafting; Negotiation.** 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.

14.11 **No Partnership.** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

14.12 **No Third Party Beneficiaries.** Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

14.13 **Governing Law.** This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

14.14 **Calculation of Time Periods.** 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, unless such last day is a Saturday, Sunday, or holiday, in which event

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the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall be deemed to end at 6:00 p.m. local time in Orange County, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

14.15 **Assignment**. Neither this Agreement, nor any right or obligation of any party, may be assigned, delegated, or otherwise transferred, in whole or in part, without the express written consent of all parties.

14.16 **Attorney's Fees**. Both parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of whether such attorney and/or legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

14.17 **1031 Exchange**. Purchaser acknowledges that Seller may elect to consummate the sale of the Property as part of a so-called like kind exchange (an "Exchange") pursuant to §1031 of the Internal Revenue Code, as amended (the "Code"), provided that: (i) the Closing of the Property shall not be delayed or affected by reason of any Exchange; (ii) the consummation or accomplishment of any Exchange shall not be a condition precedent or condition subsequent to Seller's obligations under this Agreement; (iii) any Exchange shall be effected through a qualified intermediary and Purchaser shall not be required to take an assignment of any purchase agreement for the exchange property or be required to acquire or hold title to any real property for purposes of consummating an Exchange involving Seller; and (iv) Seller shall pay any additional costs that would not otherwise have been incurred by Purchaser or Seller had Seller not consummated its sale through an Exchange. Purchaser shall not, by this paragraph or by acquiescence to any Exchange by Seller, (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to Seller that any Exchange involving Seller in fact complies with the §1031 of the Code. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to execute any instruments or documents that may be required in connection with Seller's Exchange.

14.18 **Waiver of Jury Trial**. SELLER AND PURCHASER HEREBY MUTUALLY, KNOWINGLY, VOLUNTARY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AFFIRMATIVE DEFENSES, COUNTERCLAIMS, OR CROSS CLAIMS, BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO OR THERETO WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARE KNOWN OR UNKNOWN AT THE TIME OF EXECUTION OF THIS

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AGREEMENT. FURTHERMORE, NONE OF THE UNDERSIGNED SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED. THIS WAIVER IS A MATERIAL INDUCEMENT FOR PURCHASER ENTERING INTO THIS AGREEMENT (OR ANY AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT) FROM, OR WITH SELLER.

14.19 **No Recording.** Except as specifically provided herein, neither this Agreement, nor any memorandum hereof, shall be recorded in the public records of any county.

15. **Sovereign Immunity.** No provision of or in this Agreement shall be construed as a waiver of sovereign immunity or of the limits of liability by Purchaser, including their respective commissioners, officers, employees, or agents, as set forth in Section 768.28, Florida Statutes (2022).

16. **As-Is Sale.** AS A MATERIAL INDUCEMENT TO SELLER TO CONVEY THE PROPERTY, PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN “AS-IS, WHERE IS” AND “WITH ALL FAULTS” BASIS, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND EXCEPT FOR THE WARRANTY OF TITLE IN THE DEED OR AS EXPRESSLY SET FORTH IN ANY OTHER DOCUMENTS EXECUTED BY SELLER AT CLOSING. IN ADDITION, PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND EXCEPT FOR THE WARRANTY OF TITLE IN THE DEED OR AS EXPRESSLY SET FORTH IN ANY OTHER DOCUMENTS EXECUTED BY SELLER AT CLOSING, SELLER HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, REGARDING THE PROPERTY. THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

[Signature Pages and Exhibits Follow]

RR

Project: Fire Station #31 (Dr. Phillips)

IN WITNESS WHEREOF Seller and Purchaser have caused this Agreement to be executed effective as of the Effective Date.

SELLER
Dr. Phillips Inc.

By: 

By: Kenneth D. Robinson, President

Date: July 20, 2023

Project: Fire Station #31 (Dr. Phillips)

PURCHASER

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



Burrus Brooks

for Jerry L. Demings
Orange County Mayor

Date: 08/08/2023
(mm/dd/yyyy)

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: *Craig Stopyla*
for Deputy Clerk _____

Craig Stopyla

Printed Name

Project: Fire Station #31 (Dr. Phillips)

EXHIBIT A

[Parcel ID: 22-23-28-0000-00-012]

W 255 FT OF S 743 FT OF E 330 FT OF N 923 FT OF SE1/4 OF SE1/4 OF SEC 23-22-28
(LESS S 226 FT THEREOF)

MA

EXHIBIT B
Due Diligence Contingency

I. Without in any way limiting the scope of the investigations of the Property that Purchaser may undertake pursuant to Section 6 of the Agreement, Purchaser may obtain within the Inspection Period a report (an “**Environmental Survey**”) by a qualified consultant or consultants, including members of Purchaser’s own professional staff (the “**Consultants**”). Such Environmental Survey may include, without limitation, a report on the existing condition of the Property as it relates to the following matters, if and as applicable (all of which shall hereinafter be collectively referred to as the “**Environmental Exceptions**”):

- (i) contamination of the Property by hazardous materials;
- (ii) apparent violation of environmental requirements upon or associated with activities upon the Property;
- (iii) the presence of any endangered or threatened species or plant life on the Property;
- (iv) whether the Property has any historical or archeological significance; and/or
- (v) potential incurrence of environmental damages by the owner(s) or operator(s) of the Property.

The Environmental Survey may also include, without limitation, the results of:

- a) a site inspection;
- b) interviews of present occupants of the Property, if any;
- c) a review of public records concerning the Property and other properties in the vicinity of the Property;
- d) a review of aerial photographs of the Property and other evidence of historic land uses;
- e) soil and/or ground water testing and/or analysis;
- f) asbestos testing and/or analysis;
- g) testing and/or analysis of any other apparently applicable environmental hazard or condition; and/or
- h) building inspection.

The Environmental Survey shall include (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.

II. Subject to Section 6 of the Agreement (including, without limitation, Purchaser's indemnity and prior notice obligations set forth therein), the Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing and take such samples as may be necessary in the reasonable opinion of the Consultants to conduct the Environmental Survey.

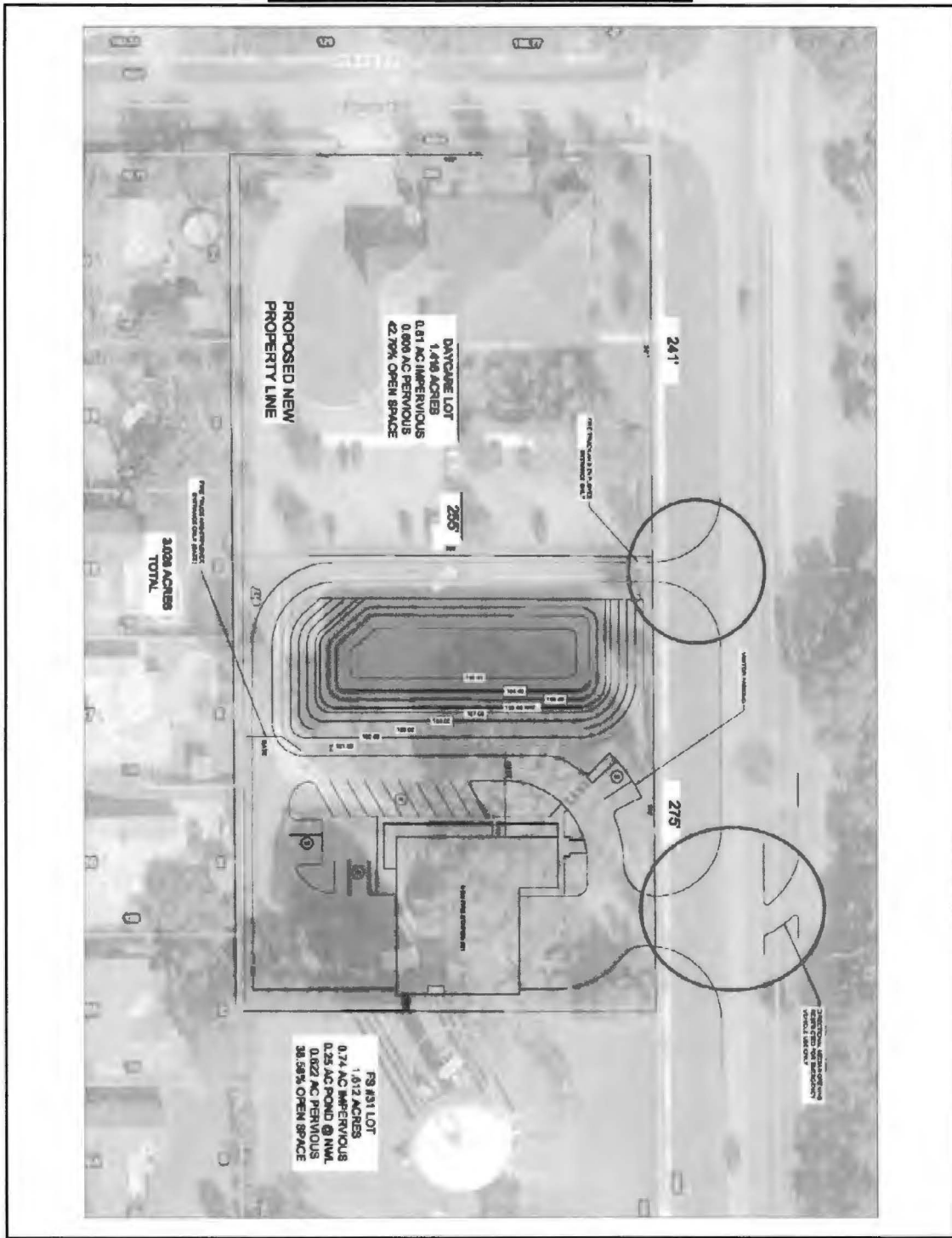
III. Seller will cooperate with the Consultants and, subject to Section 6.4 of the Agreement, supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without

Project: Fire Station #31 (Dr. Phillips)

limitation, any studies or reports prepared by or for Seller, or furnished to Seller, or its agents or consultants, and Seller will make available to the Consultants any persons known to have knowledge of such matters.

IV. If the Environmental Survey reveals any Environmental Exceptions, or if any other testing performed by Purchaser reveals any condition of the Property which Purchaser deems to require further evaluation, then, upon written notice of such fact to Seller, the Inspection Period shall be automatically extended an additional ninety (90) days for further testing. If the Environmental Survey or other testing results are unacceptable to Purchaser, then Purchaser may, in Purchaser's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period (as it may be extended in accordance with the preceding sentence).

EXHIBIT C
Fire Station #31 Proposed Site Layout



The above site layout is for illustrative purposes only and subject to modification and permitting.

KA

EXHIBIT D
Form of Memorandum of Agreement

**MEMORANDUM OF AGREEMENT
OF
GRANT OF EXCLUSIVE OPTION TO REPURCHASE
AND
RIGHT OF FIRST REFUSAL**

THIS MEMORANDUM OF AGREEMENT OF GRANT OF EXCLUSIVE OPTION TO REPURCHASE AND RIGHT OF FIRST REFUSAL, this (“Agreement”), effective as of the latest day of execution (the “Effective Date”), is entered into by and between DR. PHILLIPS INC., a Delaware not for profit corporation, authorized to transact business in the state of Florida with its principal place of business at 7400 Dr. Phillips Boulevard, Orlando, Florida, 32819, (“Seller”) and ORANGE COUNTY (“Purchaser”), a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida, 32802-1393, and (Seller and Purchaser may hereinafter be collectively referred to individually as a “Party” and collectively as the “Parties”).

1. Seller and Purchaser entered into a certain Agreement for Sale and Purchase (“Agreement”) on the 2nd day of July, 2023, for the purchase of the following described property:

[include legal description or attach SOD, Parcel ID] (“Property”)

2. Purchaser closed on the Property on [date] (“Closing Date”).
3. Pursuant to the Agreement, Purchaser granted Seller an Exclusive Option to Repurchase the Property if Purchaser does not commence construction on a fire station within (5) years of the Closing Date (“Option Period”). The repurchase price for the Property shall be the Purchase Price paid by Purchaser for the Property (as set forth in the Agreement). Pursuant to the Agreement, commencement of construction shall be evidenced by issuance of a building permit from the authority having jurisdiction. The Option Period terminates upon commencement of construction of a fire station on the Property. The Exclusive Option to Repurchase the Property survived closing.
4. Pursuant to the Agreement, Purchaser also granted Seller a Right of First Refusal to purchase the Property pursuant to the terms set forth in the Agreement. However, if the Right of First Refusal is not exercised by Seller, it shall automatically terminate twenty (20) years from the Closing Date. The Right of First Refusal to purchase the Property survived closing.

Project: Fire Station #31 (Dr. Phillips)

5. This Memorandum of Agreement is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed.
6. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Contract, the provisions of the Contract shall control.
7. The Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Contract.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
ACKNOWLEDGEMENTS AND SIGNATURES TO FOLLOW ON NEXT PAGE]**



Under BCC Approval

Under Ordinance Approval

Date: July 18, 2023

Total Amount: \$1,100,000.00

Project: Fire Station #31

Parcels: N/A

Charge to Account # 5896-019-0804-6110

James M Fitzgerald 7/20/23
Controlling Agency Approval Signature Date

JAMES M. FITZGERALD
Printed Name
Alex Morales 7/20/23
Fiscal Approval Signature Date
Alex Morales
Printed Name

TYPE TRANSACTION (Check appropriate block(s))
 Pre-Condemnation Post-Condemnation N/A District # 1

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- Advance Payment Requested
- Donation

DOCUMENTATION ATTACHED (Check appropriate block(s))

- Contract/ Agreement
- Copy of Executed Instruments
- Certificate of Value
- Settlement Analysis

Name, Address, FEIN No.

The Lowndes Law Firm
215 N. Eola Drive
Orlando, Florida 32801
Attn: Timothy R. Miedoma

EIN: 59-1276118

\$1,100,000.00 (purchase price)

Payable to: The Lowndes Law Firm

IMPORTANT: Payment to be made by Wire Transfer ONLY \$1,100,000.00 (DO NOT MAIL)

Recommended by Sara Solomon 7/20/23
Sara Solomon, Senior Title Examiner, Real Estate Management Div Date

Payment Approved Mindy T. Cummings 7/20/23
Mindy T. Cummings, Manager, Real Estate Management Division Date

or
Payment Approved _____ Date _____

Certified Mon M. Fizee
Approved by BCC Deputy Clerk to the Board Date AUG 08 2023

Examined/Approved _____
Comptroller/Government Grants Check No. / Date

REMARKS:

Anticipated Closing Date: as provided in the Purchase Agreement

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 08 2023