



Interoffice Memorandum

APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

BCC Mtg. Date: November 15, 2016

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** October 27, 2016

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Ann Caswell, Manager *AC*  
Real Estate Management Division *AC*

**FROM:** Elizabeth Price Jackson, Senior Title Examiner  
Real Estate Management Division

**CONTACT PERSON:** **Ann Caswell, Manager**

**DIVISION:** **Real Estate Management**  
**Phone: (407) 836-7082**

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF REAL ESTATE PURCHASE AGREEMENT BETWEEN THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND ORANGE COUNTY, APPROVAL OF SPECIAL WARRANTY DEED FROM THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA TO ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

**PROJECT:** Fire Station 87 (Invest)  
  
District 4

**PURPOSE:** To provide for access, construction, operation, and maintenance of a new fire station site in the Avalon area.

**ITEMS:** Real Estate Purchase Agreement  
  
Special Warranty Deed  
Cost: \$630,000  
Size: 1.45 acres

**BUDGET:** Account No.: 1023-034-0795-6110

**FUNDS:** \$633,903.28 Payable to First American Title Insurance Company  
(purchase price and closing costs)

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Fire Rescue Department  
Capital Projects Division  
Risk Management Division

**REMARKS:** This property is located at the northwest corner of South Avalon Park  
Boulevard and Crown Hill Boulevard.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda  
item and all supporting documentation is in the top drawer of the  
BCC file cabinet in the supply room adjacent to Commissioner  
Thompson's office.**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

Prepared by:

NOV 15 2016

Jennifer Nendza an employee of  
First American Title Insurance Company  
2233 Lee Road, Suite 110, Winter Park, Florida 32789

Return to: Grantee

File No.:2021-3670005

Project: Fire Station 87  
Instrument: 101.1

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this June 28, 2017, between

The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and laws of the State of Florida

having a business address at: 445 West Amelia Street, Orlando, FL 32801

("Grantor"). and

Orange County, a charter county and political subdivision of the state of Florida

Having a mailing address of: P.O. Box 1393, Orlando, FL 32802

("Grantee"),

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, as granted, bargained, sold, remised, released, conveyed and confirmed unto said Grantee, its successors and assigns forever, following described land, situate, lying and being in the County of Orange, State of Florida, to-wit:

See Attached Schedule "A" ("Property")

By acceptance of this deed, Grantee agrees that the Property shall only be used for a fire station, any ancillary related uses thereto, or any other administrative uses of Orange County, Florida ("County Use") and shall not be used as a salvage yard, land fill, 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 Timber Lake Elementary School, Avalon Center for Excellence or any other adjacent school site ("Restricted Uses"). Further, the foregoing use restrictions shall run with title to the Property for a term of ninety-nine (99) years after the date of recording of this deed or the maximum number of years allowable by law ("Term").

Parcel Identification Number: a portion of 31-22-32-0000-00-003

Subject, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirement imposed by governmental authorities, if any.

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

To Have and to Hold, the same in fee simple forever.

And Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2016. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

In Witness Whereof, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

"GRANTOR"

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

[Signature]  
Print Name: Hope Bryant  
[Signature]  
Print Name: Susan M. Adams

By: [Signature]  
Name: William E. Sublette  
Title: Chairman  
Date: 6-27-17

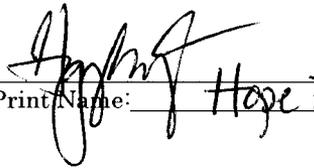
STATE OF FLORIDA )  
                                  ) s.s.:  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2017, by William E. Sublette, <sup>Kathleen</sup> Chairman 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. He 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.



[Signature]  
Notary Public  
Printed Name: Margarita Rivera  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

WITNESSES:

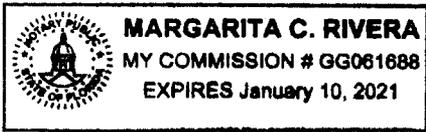
  
Print Name: Cathlene Campanelle  
  
Print Name: Hope Bryant

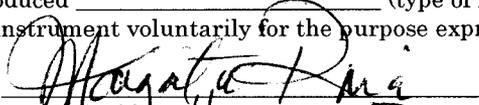
THE SCHOOL BOARD OF ORANGE  
COUNTY, FLORIDA, a public corporate body organized and existing  
under the constitution and laws of the State of Florida

By:   
Print Name: JESUS JARA  
Title: Deputy Superintendent  
Date: 6/28/17

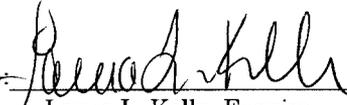
STATE OF FLORIDA    )  
                                  ) s.s.:  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 28th day of June, 2017, by Jesus Jara as Deputy 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~~ he 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: Margarita Rivera  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Approved as to form and legality by legal  
counsel to The School Board of Orange  
County, Florida this 28th day of  
June, 2017, for its exclusive  
use and reliance.

By:   
Laura L. Kelly, Esquire

Reviewed and approved by Orange County Public  
Schools Chief Facilities Officer this 28th day of  
JUNE, 2017.

By:   
John T. Morris, Chief Facilities Officer

## SCHEDULE "A"

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

A portion of Section 31, Township 22 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of the Tract P, AVALON LAKES PHASE 1, VILLAGES I & J, according to the plat thereof, as recorded in Plat Book 51, Pages 128 through 134, Public Records of Orange County, Florida; thence run Westerly, along the Northerly line of said Tract P, the following five (5) courses and distances: run S 89°36'58" W, a distance of 23.16 feet to a point of curvature of a curve, concave Northeasterly, having a radius of 170.00 feet and a central angle of 52°08'53"; thence run Northwesterly, along the arc of said curve, a distance of 154.73 feet to the point of tangency thereof; thence run N 38°14'09" W, a distance of 111.99 feet to a point of curvature of a curve, concave Southwesterly, having a radius of 200.00 feet and a central angle of 57°16'34"; thence run Northwesterly, along the arc of said curve, a distance of 199.93 feet to the point of tangency thereof; thence run S 84°29'17" W, a distance of 90.08 feet; thence run N 00°09'13" W, a distance of 37.42 feet; thence run N 89°50'47" E, a distance of 523.68 feet to a point on the Westerly right-of-way line of Avalon Park Boulevard, as recorded and described in Official Records Book 5717, Page 2749, Public Records of Orange County, Florida; said point lying on a curve, concave Easterly, having a radius of 1850.00 feet; thence on a chord bearing of S05°44'07" W, run 260.06 feet along the arc of said curve and along said Westerly right-of-way line through a central angle of 08°03'16" to the POINT OF BEGINNING.

REQUEST FOR FUNDS FOR LAND ACQUISITION

XX Under BCC Approval

Under Ordinance Approval

Date: October 26, 2016

Amount: \$633,903.28

Project: Fire Station 87 (Invest)

Parcels:

Charge to Account # 1023-034-0795-6110

Controlling Agency Approval \_\_\_\_\_ Date \_\_\_\_\_

Fiscal Approval \_\_\_\_\_ Date \_\_\_\_\_

TYPE TRANSACTION (Check appropriate block(s))  
N/A Pre-Condemnation \_\_\_\_\_ Post-Condemnation \_\_\_\_\_

District # 4

- XX Acquisition at Approved Appraisal
- \_\_\_\_\_ Acquisition at Below Approved Appraisal
- \_\_\_\_\_ Acquisition at Above Approved Appraisal
- \_\_\_\_\_ Advance Payment Requested

\$630,000.00	Purchase Price
\$ 3,903.28	Closing Costs
\$633,903.28	<b>Total</b>

DOCUMENTATION ATTACHED (Check appropriate block(s))

- XX Contract
- \_\_\_\_\_ Copy of Executed Instruments
- XX Certificate of Value/Summary of Salient Facts
- XX Settlement Analysis

Wire Transfer to: First American Title Insurance Company, 2233 Lee Road, Suite 110, Winter Park, FL 32789

\*\*\*\*\*  
WIRE TRANSFER INSTRUCTIONS ATTACHED  
\*\*\*\*\*

Recommended by Elizabeth Price Jackson  
Elizabeth Price Jackson, Senior Title Examiner

10/26/16  
Date

Payment Approved Ann Caswell  
Ann Caswell, Manager,

10-27-16  
Date

Under Ordinance \_\_\_\_\_  
Approved by Assistant Manager, Real Estate Management Division

\_\_\_\_\_  
Date

Certified Lahela Christian  
Approved by BCC For Deputy Clerk to the Board

11/15/16  
Date

Examined/Approved \_\_\_\_\_  
Comptroller/Government Grants

\_\_\_\_\_  
Check No. / Date

REMARKS: Wire transfer to be arranged prior to closing date

Anticipated Closing Date: not yet determined, but no later than February 28, 2017

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
NOV 15 2016

REQUEST FOR FUNDS FOR LAND ACQUISITION

XX Under BCC Approval

Under Ordinance Approval

Date: October 26, 2016

Amount: \$633,903.28

Project: Fire Station 87 (Invest) (Site 511-S-SE-2)

Parcels:

Charge to Account # 1023-034-0795-6110

*[Signature]* 10-28-16  
Controlling Agency Approval Date  
*[Signature]* 10/28/16  
Fiscal Approval Date

TYPE TRANSACTION (Check appropriate block(s))  
N/A Pre-Condemnation \_\_\_\_\_ Post-Condemnation

District # 4

XX Acquisition at Approved Appraisal  
\_\_\_\_\_ Acquisition at Below Approved Appraisal  
\_\_\_\_\_ Acquisition at Above Approved Appraisal  
\_\_\_\_\_ Advance Payment Requested

\$630,000.00	Purchase Price
\$ 3,903.28	Closing Costs
\$633,903.28	Total

DOCUMENTATION ATTACHED (Check appropriate block(s))

XX Contract  
\_\_\_\_\_ Copy of Executed Instruments  
XX Certificate of Value/Summary of Salient Facts  
XX Settlement Analysis

Wire Transfer to: First American Title Insurance Company, 2233 Lee Road, Suite 110, Winter Park, FL 32789

\*\*\*\*\*  
WIRE TRANSFER INSTRUCTIONS ATTACHED  
\*\*\*\*\*

Recommended by *Elizabeth Price Jackson* 10/26/16  
Elizabeth Price Jackson, Senior Title Examiner Date

Payment Approved \_\_\_\_\_  
Ann Caswell, Manager, Date

Under Ordinance \_\_\_\_\_  
Approved by Assistant Manager, Real Estate Management Division Date

Certified \_\_\_\_\_  
Approved by BCC Deputy Clerk to the Board Date

Examined/Approved \_\_\_\_\_  
Comptroller/Government Grants Check No. / Date

REMARKS: Wire transfer to be arranged prior to closing date

Anticipated Closing Date: not yet determined, but no later than February 28, 2017

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
NOV 15 2016

**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**

**ORANGE COUNTY, a charter county and political subdivision of the State of Florida,  
as Purchaser**

**(Site 511-S-SE-2)**

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**REAL ESTATE PURCHASE AGREEMENT**

**(Site 511-S-SE-2)**

**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 **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (“**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 1.45 acres located in Orange County, Florida and more particularly described and depicted on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”);

**WHEREAS**, Seller wishes to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property; and

**WHEREAS**, Purchaser, on the terms and conditions set forth below, wishes to purchase the Property from Seller for the purpose of developing the Property as a fire station (“**Purchaser’s Intended Use**”); and

**WHEREAS**, Purchaser and Seller desire to enter into this Agreement memorializing the terms and conditions of the sale and purchase of the 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 Property in the manner and upon the terms and conditions set forth in this Agreement.

3. **Property**. For purposes of this Agreement the term “Property” shall also include all of Seller’s right, title and interest in, to and under: (i) all tenements, hereditaments and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings and fixtures, if any, situated thereon, (iii) 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 Property, which Seller approves, (iv) all right, title and interest of Seller in and to any easement, street, road, alley or avenue adjoining such Property, and (v) all of Seller's right, title and interest in any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting such Property.

4. **Purchase Price and Method of Payment.** The purchase price to be paid by Purchaser to Seller for the Property ("**Purchase Price**") shall be the sum of Six Hundred Thirty Thousand and No/100 Dollars (\$630,000.00). 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. **Survey and Title Matters.**

a. **Survey.** Within thirty (30) days after the Effective Date, Purchaser shall, at its cost, obtain a recertified or new current survey of the Property (the "**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 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 Property. The Survey shall identify any portion of the 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 Property. The Survey shall be certified to Purchaser, Seller, 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 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 shall be substituted for the depiction/description of the Property set forth in **Exhibit "A"** 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 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 Property at the time the Agreement was executed.

b. **Title Insurance.** Within twenty (20) days after the Effective Date,

Purchaser 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. 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 Property, together with any appurtenant easements.

c. Title and Survey Objection. Within fifteen (15) days after the receipt of the latter of the Survey or the Title Commitment, Purchaser shall provide Seller 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 Purchaser may, at its option by delivering written notice thereof to Seller within fifteen (15) days after expiration of the Seller's Cure Period, (i) extend the time period for Seller to cure or eliminate Title Defects, (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; or (iii) accept title to the 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. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the Purchaser, to furnish any necessary notice required pursuant to this section.

d. No Additional Encumbrances. 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 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.

e. Deed Restriction. The Property shall have imposed thereon the following use restriction (the "**Use Restriction**"):

"By acceptance of this deed, Grantee agrees that the Property shall only be used for a fire station, any ancillary or related uses thereto, or any other administrative uses

of Orange County, Florida (“**County 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 Timber Lake Elementary School, Avalon Center for Excellence or any other adjacent school site (“**Restricted Uses**”). Further, the foregoing use restriction shall run with title to the Property for a term of ninety-nine (99) 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 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 Property at a purchase price equal to the purchase price paid by Grantee for the purchase of the Property. 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 5.e. shall survive Closing.

6. **Inspection Period.**

a. Purchaser shall have ninety (90) days after the Effective Date (“**Inspection Period**”), to determine, in Purchaser’s sole and absolute discretion, that the 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 Property tested, surveyed and inspected to determine if the 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 Property tested, surveyed and inspected to determine if the 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 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 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 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 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 Property and that Purchaser intends to terminate this Agreement, Purchaser's failure to provide such notice shall be deemed an acceptance of the 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 Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the Purchaser, to terminate this Agreement and furnish any necessary notice required pursuant to this section.

b. **Drainage.** During the Inspection Period, Purchaser shall verify and confirm that adequate stormwater storage for the Property has been permitted and is available off-site as a master stormwater system on the adjacent real property owned by the Seller. Seller makes no representations or warranties as to the capacity, use or availability of any off-site stormwater system for the Property. Upon such confirmation by Purchaser and prior to the expiration of the Inspection Period, the parties shall agree upon the form, manner, location and content of a permanent, non-exclusive drainage easement over, upon, across and through that certain stormwater management system on the adjacent real property owned by Seller, which easement shall provide that Seller shall cooperate in any permit modification required to grant such Drainage Easement and respond within forty-five (45) days to any request by Purchaser for assistance. The Seller shall not charge Purchaser for said Drainage Easement and will provide any requested documentation or approvals within forty-five (45) days of any request by Purchaser. Unless otherwise waived by the Seller in writing, Purchaser shall be responsible, at its sole cost and expense for any maintenance or repairs to the stormwater system that exist on or solely serve the Property and shall otherwise contribute to the Seller for the Purchaser's

proportionate share any maintenance or repairs to the Seller's stormwater system, which proportionate share shall be based upon the acreage of the Property divided by the total acreage of the real property served by the Seller's master stormwater system.

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

a. Purchaser's obligation to purchase the 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 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. The Manager of the Orange County Real Estate Management Division is hereby authorized to sign the written waiver on behalf of the Purchaser, if needed. 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 Property without an adjustment to the Purchase Price accordingly.

8. **Closing Date and Closing Procedures and Requirements.**

a. **Closing Date.** The closing (the "**Closing**") shall occur upon the later of (i) thirty (30) 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 February 28, 2017, 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 Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions (“**Deed**”). 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 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 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 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. 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.

9. Warranties and Representations of Seller. To induce Purchaser to enter into this Agreement and to purchase the 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 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 Property.

b. To the best of Seller’s knowledge, Seller has not received any written notice

and has no actual knowledge, that the 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. To the best of Seller's knowledge, Seller has not received any written notice and has no actual notice, there are any actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

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

e. To the best of Seller's actual knowledge, there are no pollutants, contaminants, petroleum products or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Property, which Seller or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state, or federal government, or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

f. No person or legal entity other than Purchaser has any right or option whatsoever to acquire the Property or any portion or portions thereof or any interest or interests therein.

g. 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.

h. 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.

i. In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this Section 9, 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.

10. **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 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.

11. **Seller's Affirmative Covenants.** In addition to the other covenants and undertakings set forth herein, Seller makes the following affirmative covenants, each of which shall survive Closing hereunder:

a. From and after the Effective Date and until physical possession of the Property has been delivered to Purchaser, Seller will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use. Prior to Closing, Seller will not commit or permit any waste or nuisance with respect thereto, and will not undertake or permit any grading or any cutting of timber thereon.

b. Seller 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.

c. Seller shall not encumber or create any liens on the Property.

12. **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.

13. **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.

14. **Possession of Property.** Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

15. **Condemnation.** In the event the Property or any portion or portions thereof 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 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 Property or to the compensation to be paid for any portion or portions thereof condemned by such applicable governmental authority or other entity.

16. **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 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 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 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 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.

17. **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, FL 32801  
Attn: General Counsel  
Telephone: (407) 317-3411  
Telecopy: (407) 317-3341

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

Purchaser: Orange County Real Estate Management Division  
P.O. Box 1393  
Orlando, FL 32802-1393  
Attn: Manager  
Telephone: (407)836-7070  
Facsimile: (407) 836-5969

Copy to: Orange County Attorney's Office  
P. O. Box 1393  
Orlando, FL 32802-1393  
Telephone: (407) 836-7320  
Facsimile: (407) 836-5888

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.

18. **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.

19. **As-Is Disclaimer.** PURCHASER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT TO

THE CONTRARY, THE 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 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 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 PROPERTY OR ANY PORTION THEREOF. PURCHASER REPRESENTS TO SELLER THAT PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION AND INSPECTION OF THE 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 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 PROPERTY; (II) PURCHASER IS (OR PRIOR TO THE CLOSING WILL BE) SPECIFICALLY FAMILIAR WITH THE PROPERTY; (III) PURCHASER HAS (OR PRIOR TO THE CLOSING WILL HAVE) INSPECTED AND EXAMINED ALL ASPECTS OF THE PROPERTY (INCLUDING ITS PHYSICAL CONDITION) THAT PURCHASER BELIEVES TO BE RELEVANT TO PURCHASER'S DECISION TO PURCHASE THE 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 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 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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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”**

**ORANGE COUNTY, FLORIDA,**

By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 11.15.16

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Jessica Vaupel*  
for Deputy Clerk

Printed Name: Jessica Vaupel

[SEE FOLLOWING PAGE FOR SELLER’S SIGNATURE]

Signed, sealed and delivered in the presence of:

Joseph Morgan  
Print Name: Joseph Morgan  
Susan Adams  
Print Name: Susan Adams

“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: [Signature]  
Name: William E. Sublette  
Title: Chairman

Date: 10.25.16

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

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2016, by William E. Sublette, Chairman 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. He 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.



[Signature]  
Notary Public  
Printed Name: Margarita Rivera  
Commission No.: [Signature]  
My Commission Expires: \_\_\_\_\_

**WITNESSES:**

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

Joseph Morgan  
Print Name: Joseph Morgan

Susan Branhill  
Print Name: Susan Branhill

By: [Signature]  
Barbara M. Jenkins, as its Secretary and its Superintendent

Date: 10-25-16

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

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2016, by Barbara M. Jenkins, as Secretary and 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.



[Signature]  
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 17<sup>th</sup> day of October, 2016, for its exclusive use and reliance.

By: [Signature]  
Laura L. Kelly, Esquire

Reviewed and approved by Orange County Public Schools Chief Facilities Officer this 18<sup>th</sup> day of OCT, 2016.

By: [Signature]  
John T. Morris, Chief Facilities Officer

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

Portion of Orange County Property Appraiser's Parcel Identification No. 31-22-32-0000-00-003

# 51-S-SE-2 (~ 1.45 ac) Avalon Tech (Surplus)

Avalon Tech (Surplus)

AVG 2011  
March 2018



Crown Hill Boulevard

S Avalon Park Boulevard

Crater Lane



## Summary of Salient Facts and Conclusions

Property Name	Avalon Tech (511-S-SE-2)	
Address	2201 Crown Hill Blvd. Orlando, Orange County, Florida 32832	
Property Type	Land - Commercial	
Owner of Record	Orange County Public Schools	
Tax ID	31-22-32-0000-00-003 (Portion)	
Land Area	1.45 acres; 63,162 SF	
Zoning Designation	PD, Planned Development	
Highest and Best Use	Future Commercial Use	
Exposure Time; Marketing Period	6-12 months; 6-12 months	
Effective Date of the Appraisal	May 27, 2016	
Date of the Report	May 31, 2016	
Property Interest Appraised	Fee Simple	
Sales Comparison Approach		
Number of Sales	5	
Range of Sale Dates	Mar 15 to Mar 16	
Range of Prices per Usable SF (Unadjusted)	\$7.13 - \$17.57	
Market Value Conclusion	\$630,000	(\$9.97/Usable SF)

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Orange County Public Schools may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

### Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. This report assumes that the subject will have adequate legal ingress/egress to the site for future development.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. None were considered in this analysis.

Project: Fire Station 87  
Parcel: 101

   N/A Pre-Condemnation  
   N/A Post-Condemnation

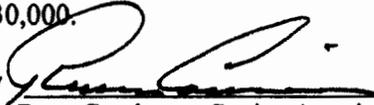
**SETTLEMENT ANALYSIS**

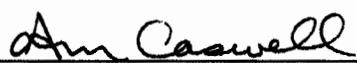
**Land:** 1.45 acres

<b>County's Appraised Value</b>	<b>\$647,000</b>
<b>Owner's Appraised Value</b>	<b><u>\$630,000</u></b>
<b>Owner's Offer</b>	<b><u>\$630,000</u></b>
<b>Recommended Settlement Amount</b>	<b>\$630,000</b>

**EXPLANATION OF RECOMMENDED SETTLEMENT**

The subject property is needed for construction of a Fire Station. It contains 1.45 acres located at the northwest corner of Avalon Park Boulevard and Crown Hill Boulevard in east Orange County. The address is 2149 Crown Hill Boulevard, Orlando, Florida. The property is owned by the School Board of Orange County. The parcel is considered an out parcel of land that is vacant and is directly south of Timber Lakes Elementary School. I recommend and request approval of the purchase of this parcel in the amount of \$630,000.

Recommended by  Date 10/27/16  
Russ Corriveau, Senior Acquisition Agent, Real Estate Management Division

Approved by  Date 10-27-16  
Ann Caswell, Manager, Real Estate Management Division

Approved by  Date 10-28-16  
Anthony Rios, Division Chief, Fire Rescue Department