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**ORANGE COUNTY SCHOOL BOARD
and
TOWN OF EATONVILLE, FLORIDA**

**AGREEMENT FOR SALE AND PURCHASE
(Wymore Road Tract and Keller Road Tract)**

THIS AGREEMENT FOR SALE AND PURCHASE (the "Agreement") is made as of the Date of this Agreement (as defined hereafter) among the following parties:

Buyer: Town of Eatonville
City Hall
Attention: Mayor Bruce Mount
307 East Kennedy Blvd
Eatonville, Florida 32751
Phone: (407) 623-1313
Fax: (407) 623-5744

Seller: Orange County School Board
Attention: Superintendent Ron Blocker
445 West Amelia Street
Orlando, Florida 32801
Phone: (407) 317-3236
Fax: (407) 317-3242

**Escrow Agent/
Title Agent:** Marchena and Graham, P.A.
Attention: Yovannie R. Storms
976 Lake Baldwin Lane, Suite 1000
Orlando, Florida 32814
Phone: (407) 658-8566
Fax: (407) 281-8564

BACKGROUND

Seller is the owner of the Property (as defined in paragraph 1). Buyer desires to purchase the Property, and Seller desires to sell it to Buyer, subject to and upon the terms and conditions of this Agreement.

**AGREEMENT FOR SALE AND PURCHASE
(Wymore Road Tract and Keller Road Tract)**

NOW, THEREFORE, in consideration of the agreements contained herein, the Earnest Money Deposit (as defined in paragraph 2), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer and Seller (the "Parties") agree as follows:

1. Property. Seller agrees to sell, and Buyer agrees to purchase from Seller, the two parcels of land generally described on Exhibit "A", attached to and incorporated in this Agreement, located in Orange County, Florida, commonly referred to as the Wymore Road Tract consisting of approximately 99.241 acres, more or less, and the Keller Road Tract consisting of approximately 17.65 acres, more or less, each together with any trees and landscaping located thereon and all improvements, structures and fixtures placed now or hereafter constructed or installed on the land, other items of personal property more particularly described in Exhibit "B" attached to and incorporated in this Agreement, and all other tangible and intangible personal property that is used or useful in connection with the subject property, including, without limitation, sewer and water rights, sewer deposits, sewer fees, prepaid impact fees, surveys, studies, test results, plans and specifications, leases, tenant deposits and prepaid rents, permits, utility deposits, architectural, contractor's and manufacturer's warranties, and trade names, trade symbols, trademarks and logos relating to the subject property (collectively, the "Property"). A portion of the Property is located within the Town of Eatonville, and a portion of the Property is located in unincorporated Orange County, Florida, and is currently zoned as Commercial (C-2 and C-3) and Single Family Residential (R-2) (Town of Eatonville) and Single Family Residential (R1-A) (Orange County).

The parties hereto acknowledge that Exhibit "A" contains a general description of the Property. Seller shall, within 180 days after the Effective Date, obtain a survey of the Property which shall include a legal description of the Wymore Road Tract, a legal description of the Keller Road Tract and an overall legal description of the Property. Upon obtaining such survey, Exhibit "A" to this Agreement shall be amended to reflect the legal description contained in said survey. The parties hereto shall cooperate with each other in causing said amendment to be executed.

2. Earnest Money Deposit. Buyer shall pay to Escrow Agent the sum of \$1,000.00 by check as earnest money, payable after both parties have executed this Agreement. Such sum is hereinafter referred to as the "Earnest Money Deposit". The Escrow Agent shall deposit such Earnest Money Deposit in an interest bearing account. The Earnest Money Deposit shall be retained or refunded, as the case may be, in accordance with the terms of this Agreement and shall be applied as a credit against the Purchase Price (as defined in paragraph 3) at Closing (as defined in paragraph 6). In the event that two closings are held, as hereafter provided, the Earnest Money Deposit shall continue to be held by the Escrow Agent until the second Closing at which time it will be credited against the Purchase Price. The Buyer shall be entitled to all interest earned on the Earnest Money Deposit.

3. Purchase Price. The price to be paid by the Buyer for the Property (the "Purchase Price") shall be an amount equal to the "Appraised Value". In the event Buyer closes on the Wymore Road Tract and the Keller Road Tract separately, the Purchase Price for each

Tract shall be an amount equal to the "Appraised Value" of such tract. Fifty Percent (50%) of the "Delta" as defined below, shall be transferred to the Robert Hungerford Chapel Trust.

The "Delta" is defined as the amount by which the Appraised Value is exceeded by the price at which the Buyer sells the Property to a land developer (as is the Buyer's intent) simultaneously (or substantially simultaneously) with the Buyer's purchase of the Property from the Seller. In the event that Buyer closes separately on the two tracts the "Delta" shall be the amount by which the Appraised Value for such tract is exceeded by the price at which Buyer sells such tract to a land developer simultaneously or substantially simultaneously with the Buyer's purchase of such tract.

The "Appraised Value" is as described on attached Exhibit "C", and is the value of the Property (or the value of each individual tract as the case may be) based on an appraisal that assumes the highest and best use of the Property (or of each individual tract) as determined by the Appraiser. The Buyer expects the Property to be developed with mixed residential, commercial and office uses.

(a) The Seller shall within fifteen (15) days of execution of this Agreement, select a qualified appraiser ("First Appraiser") and notify Buyer of such selection, and the First Appraiser shall proceed to determine the then fair market value of the Property (which shall be the combined value of the two tracts) and shall provide Buyer and Seller with a copy of such appraisal. Buyer shall have the right, within fifteen (15) days after receipt of such appraisal, to notify Seller of Buyer's non-approval of the First Appraiser's appraisal and the selection of a second appraiser ("Second Appraiser"). If Buyer does not select a Second Appraiser and does not notify Seller of such selection within such fifteen (15) day period, the First Appraiser's appraisal shall be conclusive as to the then fair market value of the Property. If a Second Appraiser is selected, the first and Second Appraisers shall meet within fifteen (15) days after the Second Appraiser is selected and if the First and Second Appraisers cannot agree, within fifteen (15) days after such meeting, on the then fair market value of the Property, then Seller and Buyer shall select a third appraiser ("Third Appraiser"). If the First and Second Appraisers cannot agree on the Third Appraiser within an additional period of fifteen (15) days, Seller and Buyer shall within fifteen (15) days thereafter to each appoint a new appraiser and attempt to agree on a Third Appraiser, and the procedure contained in this Article shall be repeated until the then fair market value of the Property has been determined. A decision joined in by a majority of the appraisers shall be final. After the fair market value of the Property has been decided, the appraisers shall give written notice to Seller and Buyer, at which time the Seller shall insert the Appraised Value into this Agreement.

(b) In the event of the failure, refusal or inability of any appraiser to act, a new appraiser shall be appointed in his stead. Appointment shall be made in the same manner as provided for in this section, the appointment of such appraiser so failing, refusing or being unable to act. Each party shall pay the fees and expenses of each appraiser appointed by such party, and the fees and expenses of the Third Appraiser and all other expenses, if any, shall be borne equally by both parties. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be designated as an "MAI" appraiser by the American Institute of Real Estate Appraisers, shall be disinterested and shall have been actively engaged in the appraisal of real estate for a period of not less than five (5) years immediately preceding his appointment.

3.1 Payment of Purchase Price. The Purchase Price for the Property, or in the event of separate closings the Purchase Price for the subject tract, shall be paid at Closing

by cashier's check drawn on a local bank or by wired funds, subject to adjustments and prorations. Escrow Agent shall pay over to Seller at the final Closing on the Property the Earnest Money Deposit as a part of this balance.

4. Costs and Prorations.

4.1 Seller shall pay the documentary stamp or transfer tax applicable to this transaction (if any), the cost of the title search, the title examination fees, and the owner's title insurance premium. Buyer shall pay the cost of recording the deed, and the cost of any inspections including but not limited to surveys, soil tests, or other testing Buyer obtains. Buyer shall also pay for any costs paid in connection with Property or development thereof. Each Party shall pay its own attorney's fees.

4.2 If the Property is not exempt from taxation, then ad valorem taxes assessed against the Property for the year in which the Closing occurs shall be prorated as of the day of Closing based on the maximum available discount, if any, for the early payment of taxes. If the proration is not based on the actual tax bill for the year of Closing, the proration shall be based upon the most recent tax bill and shall be adjusted when the actual tax bill is available.

5. Title. Seller shall convey good, marketable and insurable title to the Property to Buyer by general warranty deed, which shall expressly be made subject only to the matters approved or waived by Buyer as set forth below. Without limiting the generality of the foregoing, the Property shall not be subject to any (i) mortgage, security agreement, judgment, lien or claim of lien, or any other title exception or defect that is monetary in nature, or (ii) any leases, rental agreements or other rights of occupancy of any kind, whether written or oral, unless agreed to by Buyer or (iii) any easement, restriction, zoning, prohibition, or requirement of private parties or governmental authorities that would prevent the use of the Property for its intended use as described hereafter. Seller hereby agrees to pay and satisfy of record any such title defects or exceptions prior to or at Closing at Seller's expense. The title shall be subject to current and future ad valorem property taxes, if any. Seller shall at its expense furnish to Buyer, within twenty (20) days from the Date of this Agreement by the parties hereto, a commitment for title insurance covering the Property and issued by Marchena and Graham, PA, with copies of all exceptions contained therein. Such commitment shall agree to issue to Buyer, upon Closing of this transaction, an ALTA Form B, Marketability owner's policy in the full amount of the Purchase Price. Buyer shall have thirty (30) days in which to examine the commitment and to give Notice (as defined hereafter) to Seller of any objections which Buyer may have.

If Buyer fails to give any Notice to Seller by such date, Buyer shall be deemed to have waived this right to object to any other title exceptions or defects. If Buyer does give Seller Notice of objection to any other title exceptions or defects, Seller shall then have the obligation to cure or satisfy such objection within one hundred and eighty (180) days of such Notice. Seller will use diligent effort to correct the defect(s) within the time provided. If the objection is not so satisfied by Seller, then Buyer shall have the right to Terminate (as defined hereafter) this Agreement by Notice to Seller, in which case the Earnest Money Deposit shall be returned to Buyer. If Seller does so cure or satisfy the objection, within the time provided, then this Agreement shall continue in effect. Buyer shall have the right at any time to waive any objections that it may have made and thereby preserve this Agreement in effect. Seller agrees not to further alter or encumber in any way Seller's title to the Property after the Date of this Agreement.

6. Closing. Notwithstanding anything herein to the contrary, Buyer shall have the right to close separately on either the Wymore Road Tract or the Keller Road Tract or to close on the Property as a whole. Closing on one tract shall not alter the terms of this Agreement with respect to the remaining tract and this Agreement shall survive such partial Closing and remain in effect until terminated by its terms or by mutual written agreement of the parties. Each Closing ("Closing") of the transaction contemplated hereby, whether it be on one tract or on the entire Property, shall be held in the offices of Escrow Agent or by a mail-away escrow closing at a time and on a date which shall be no later than sixty (60) days after the Inspection Period ends ("Closing Date"). Provided Buyer is not in default under the provisions of this Agreement or the Lease Agreement by and between the Seller and the Buyer of even date herewith ("Lease Agreement"), Buyer may extend the Closing Date by no more than 365 days by providing Seller written notice no later than fifteen (15) days prior to the Closing Date. The exact time, date and place of Closing shall be mutually agreed to by Buyer and Seller at least five (5) days prior to the date so selected, or, if no date is selected, it shall be sixty (60) days after the Inspection Period ends, or in the event Buyer has extended the Closing Date as described herein, 365 days after the date of Buyer's notice to Seller indicating its election to extend the Closing Date.

7. Broker. The Parties each warrant and represent to the other that such Party has not employed or dealt with a real estate broker or agent in connection with the transaction contemplated hereby. The Parties covenant and agree, each to the other, to indemnify the other against any loss, liability, costs, claims, demands, damages, actions, causes of action, and suits arising out of or in any manner related to the alleged employment or use by the indemnifying Party of any real estate broker or agent.

Notwithstanding the foregoing, the Seller acknowledges that the Buyer intends and expects to sell the Property to a land developer simultaneously with the Buyer's purchase hereunder and that, for such purposes, Buyer expects to retain a real estate broker or agent. As such, Buyer shall be solely responsible for any real estate broker or agent fees associated with any real estate broker or agent Buyer may hire

8. Survey. Seller shall furnish Buyer with copies of all surveys it has on the Property, if any, within thirty (30) days of the Date of this Agreement. Seller shall also furnish Buyer with a copy of the survey it obtains pursuant to paragraph 1 above. Buyer may have Property re-surveyed at Buyer's expense. If the survey (or re-survey, if applicable) shows any encroachments on the Property, or that improvements on the property located on the Property encroach on setback lines, easements, lands of others, or violate any restrictions, contract, covenants or applicable governmental regulation, or that any gaps exist so that the Property is not contiguous or does not have access, then the same shall constitute a title defect. Buyer shall give Seller Notice of such defect within 30 days of receipt of the survey (or re-survey, if applicable). Thereafter, Seller and Buyer shall proceed under paragraph 5.

9. Inspection.

9.1 Inspection Period. The inspection period ("Inspection Period") shall commence on the Date of this Agreement and terminate forty eight (48) months from the Effective Date of this Agreement.

9.2 Plans and Reports. Seller shall furnish Buyer within ten (10) days of the Date of this Agreement with copies of all permits, environmental reports, wetland studies,

wetland determinations, engineering reports, soil studies, master plan agreements, development approvals, concurrency vesting determinations, stormwater management permits, declaration of covenants and restrictions (actual or proposed), property owners association articles of incorporation and by-laws, and similar reports and studies owned or in possession of Seller with respect to the Property. Without limiting the generality of the foregoing, Seller shall furnish Buyer with copies of any environmental management, protection, assessment or impact reports and any permits, certificates of compliance or certificates of non-compliance relating to the Property or the handling, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, disposal or clean-up of any substances or wastes regulated under local, state or federal law or regulation, upon or about the Property whether prepared or obtained by or for Seller, any tenant of the Property, any government agency or authority, or any other person or entity, and any approvals, conditions, orders, declarations and correspondence to or issued by any governmental agency or authority relating thereto which as to any or all of the above. Seller shall immediately deliver to Buyer copies of any of the foregoing that come as received by Seller during the term of this Agreement.

9.3 Inspection. During the Inspection Period, Buyer and Buyer's agents, employees and independent contractors shall have the right and privilege (but not the obligation) to enter upon the Property prior to Closing to survey and inspect the Property and the structures thereon and to conduct soil borings and other geological tests, engineering tests and such other inspections and studies as Buyer may desire, all at Buyer's sole cost and expense. The Buyer and Buyer's agents shall be allowed access to the Property during normal business hours to show the Property to any prospective, subsequent buyers of the Property.

9.4 Termination. If, in its sole discretion, Buyer determines that the Property is not satisfactory for its purposes, Buyer shall have the right to terminate this Agreement by written notice delivered to Seller prior to the expiration of the Inspection Period, whereupon the Earnest Money Deposit shall be returned to Buyer and this Agreement shall be terminated. In the event Buyer does not notify Seller in writing prior to the expiration of the Inspection Period that Buyer has elected to terminate this Agreement, then Buyer shall have waived its right to terminate this Agreement pursuant to this Paragraph.

9.5 Indemnity. Buyer hereby covenants and agrees to indemnify and hold harmless Seller from any and all loss, liability, costs, claims, demands, damages, actions, causes of actions, and suits arising out of or in any manner related to the exercise by Buyer of Buyer's rights under this paragraph 9.

10. Use of Property During Inspection Period. Buyer and Seller acknowledge that Buyer and Seller have entered into the Lease Agreement for use of the Property during the Inspection Period. Buyer hereby acknowledges that in the event this Agreement is terminated, the Lease shall also terminate and Buyer shall immediately surrender possession of the Property.

11. Eminent Domain. Buyer and Seller are aware that the Florida Department of Transportation ("FDOT") is in the process of planning for the widening of Interstate 4 ("I-4") which borders the Property. A portion of the Property may be required for the widening. Prior to entering any final agreement with the FDOT, Seller shall request Buyer to review and consent any final agreement, which consent shall not be unreasonably withheld. If Seller receives notice of the commencement or threatened commencement of another eminent domain or other like proceedings against the Property or any portion thereof, Seller shall immediately give Notice thereof to Buyer. Buyer shall elect within thirty (30) days by Notice to Seller either (i) to

Terminate this Agreement, in which event the Earnest Money Deposit shall be refunded to Buyer, or (ii) to close the transaction contemplated hereby in accordance with its terms but subject to such proceedings, in which event the Purchase Price shall not be reduced but Seller shall assign to Buyer Seller's rights in any condemnation award or proceeds. If Buyer does not give Notice timely, Buyer shall be deemed to have elected to close the transaction contemplated hereby in accordance with clause (ii) above.

12. Restrictions on the Property. Within 60 days after the Date of this Agreement, Buyer shall petition the Board of Trustees of the Robert Hungerford Chapel Trust as well as the circuit court in the Ninth Judicial Circuit of Florida to remove the restrictions on the portion of the Property that is encumbered by the restrictions set forth in the judgment rendered in *School Board of Orange County, Fla. v. Harrison*, Case No. 73-5501 (Fla. 9th Jud. Cir. 1974). The parties specifically agree that the removal of such restrictions shall be expressly contingent on Buyer acquiring fee simple title to the affected portions of the Property. Any costs associated with preparing, filing and prosecuting such petitions to conclusion shall be borne by Buyer. Seller shall reasonably cooperate with Buyer in the preparation and presentation of such petitions without charge to Buyer except to the extent Seller's cooperation and assistance would require Seller to incur any outside expense. The Inspection Period shall be extended, as necessary, to allow for the completion of such judicial proceedings. If at any time prior to the granting of such petitions by the Board of Trustees of the Robert Hungerford Chapel Trust and the circuit court Buyer determines that the cost of successfully prosecuting such petitions is unacceptable, then Buyer shall have the option of terminating this Agreement by providing Seller ten (10) days written notice.

13. Billboard. Seller shall retain all rights in the Billboard located on the Property prior to the Closing on the portion of the Property where the Billboard is located. Upon Closing Buyer shall grant Seller an irrevocable license to continue its use and maintenance of the Billboard for a period of ten (10) years, which license will include reasonable access over the Property in order for Seller to maintain and service the Billboard. Said license shall terminate ten (10) years after its inception date and thereafter all right, title and interest previously held by Seller in the Billboard shall be conveyed to Buyer, at no additional cost, and Buyer thereafter shall be entitled to any and all revenue subsequently earned from the Billboard. Seller shall have the right to relocate the Billboard elsewhere on the Property prior to Closing with Buyer's written consent, such consent not to be unreasonably withheld. Seller also agrees that it shall relocate the Billboard at any time before it conveys the Billboard to Buyer, at Buyer's expense, if Buyer requests that Seller do so in order to accommodate Buyer's redevelopment plans.

14. Documents. Seller shall deliver to Buyer at Closing, or at each Closing if separate closings are held on the two tracts: (i) Seller's general warranty deed; (ii) a bill of sale transferring the personal property which is a part of the Property being conveyed; (iii) possession of the Property being conveyed; (iv) affidavits sufficient to permit the title company to issue the owner's title policy without standard exceptions for construction, mechanic's, materialmen's, or other statutory liens or rights of parties in possession; (v) estoppel letters with respect to any contracts being assumed; (vi) affidavits or other appropriate resolutions authorizing the sale; and (vii) and such other documents as may be required to perfect the conveyance of the Property being conveyed to Buyer.

15. Default and Remedies. If Buyer fails or refuses to perform its obligations under this Agreement and such failure or refusal is not cured within twenty (20) days after Notice from Seller, or if Buyer fails or refuses to perform its obligations under the Lease Agreement, then the Seller may as its sole and exclusive remedy have the Earnest Money Deposit as full liquidated

damages. The Parties hereby acknowledge the difficulty of ascertaining Seller's actual damages in such circumstance and agree that the Earnest Money Deposit represents a good faith resolution thereof. If Seller fails or refuses to convey the Property in accordance with the terms of this Agreement or otherwise perform its obligations hereunder, and such failure or refusal is not cured within twenty (20) days after Notice from Buyer, then Buyer shall have the right to seek specific performance, or elect to receive the return of the Earnest Money Deposit.

16. Risk of Loss. Seller shall bear all risk of casualty loss to Property occurring prior to Closing and shall maintain in full force and effect all hazard insurance now in force and insuring Property against loss and damage or destruction through the Closing Date. In the event of any damage or destruction to any of the improvements on Property prior to Closing, not restored by Closing, Buyer shall have the option to either:

16.1 Rescind this Agreement; or

16.2 Close this transaction and be entitled to receive the full amount of any proceeds of such insurance payable on the account of loss, damage, or destruction.

In the event Buyer elects to close this transaction under subparagraph 16.2 of this paragraph, any loss shall be settled with the insurers only with the written consent of Buyer, and, if at Closing there shall be any losses which shall not have been settled or adjusted, Seller shall transfer and assign the insurance claim to Buyer, and this transaction shall be consummated in the same manner as if there had been no damage or destruction to Property. The determination of the insurance adjuster for the respective insurance carrier regarding the extent of such loss shall be determinative as between Buyer and Seller relative to the value placed on such loss. Buyer acknowledges that the payment of insurance proceeds shall be subject to the rights of Seller's mortgage lender.

17. Leases. Seller represents that the Property is not leased to anyone other than as described herein.

18. Conditions to Buyer's Obligations. The Buyer's obligations under this Agreement are, subject to conditions at Closing that:

18.1 The Seller has fulfilled all the terms and conditions required to be fulfilled by Seller hereunder.

18.2 Buyer has not discovered or become aware or informed of any federal, state, or local permitting requirements that will unduly hinder, in the reasonable opinion of the Buyer, the development of the Property.

18.3 Buyer has successfully found a subsequent purchaser for the Property at a purchase price acceptable to the Buyer.

18.4 The Board of Trustees of the Robert Hungerford Chapel Trust consents to the Buyer's purchase of the Property and the release of the restrictions on the Property.

19. Conservation Easement. Buyer acknowledges that Seller shall grant a conservation easement for the wetlands along the North side of Lake Bell. Said easement shall be limited in scope to protecting properly delineated wetlands and shall not encumber non-wetlands in such a manner as to preclude Buyer's reasonable access to Lake Bell.

20. Use of Proceeds. Buyer shall use any net proceeds from its share of the Delta for the benefit, education and welfare of the children of Eatonville. Net proceeds from Buyer's share of the Delta shall be determined by subtracting from Buyer's share of the Delta all expenses incurred by Buyer in acquiring the Property and incurred in vesting it with development rights reasonably necessary in order for Buyer to re-sell the Property to a land developer as contemplated. Buyer shall provide the Seller with an accounting of the net proceeds from its share of the Delta and their uses upon ONE HUNDRED EIGHTY (180) days from date of final expenditure.

21. Notice. Wherever in this Agreement it shall be required or permitted that notice, request, consent, or demand be given by either party to this Agreement to or on the other (hereafter collectively "Notice" for the purpose of this paragraph), such Notice shall not be deemed to have been duly given unless in writing, and either personally delivered, mailed, sent by overnight commercial delivery service or telecopied as follows:

Buyer: Town of Eatonville
City Hall
Attention: Mayor Bruce Mount
307 East Kennedy Blvd
Eatonville, Florida 32751
Phone: (407) 623-1313
Fax: (407) 623-5744

with a copy to: Joseph Morrell, Esq.
1310 W. Colonial Drive, Suite 28
Orlando, Florida 32804
Phone: (407) 425-1639
Fax: (407) 649-8575

Seller: Orange County School Board
Attention: Superintendent Ron Blocker
445 West Amelia Street
Orlando, Florida 32801
Phone: (407) 317-3236
Fax: (407) 317-3242

with a copy to: Eileen D. Fernández, Esq.
Associate General Counsel
Office of the General Counsel
Orange County School Board
445 West Amelia Street
Orlando, Florida 32801
Telephone (407) 317-3200 ext. 2945
Fax: (407) 317-3348

Counsel for the parties set forth herein may deliver or receive notice on behalf of the parties.

Any Notice sent by United States Mail, registered or certified, postage prepaid, return receipt requested, shall be deemed received three days after it is so mailed. All other Notices

shall be deemed delivered only upon actual delivery at the address (or telecopy number) set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be regarded as delivered on the next business day. Saturdays, Sundays and legal holidays of the United States government (when the U.S. Post Office in Orlando, Florida is closed) shall not be regarded as business days.

If any time for giving Notice or other time period contained in this Agreement would otherwise expire on non-business day, the Notice period shall be extended to the next succeeding business day. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in address or telecopy number or addresses to whom copies are to be sent to which Notices shall be sent by six (6) days written notice to the parties and addressees set forth herein.

When any period of time prescribed herein is less than six (6) days, intermediate non-business days shall be excluded in the computation.

22. Assignment of Agreement. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

23. Time of Essence. Time is of the essence of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and may not be amended except by written instrument executed by Buyer and Seller.

25. Interpretation.

25.1 The paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof. If any Party is made up of more than one person or entity, then all such persons and entities shall be included jointly and severally, even though the defined term for such Party is used in the singular in this Agreement. If any right of approval or consent by a Party is provided for in this Agreement, the Party shall exercise the right promptly, in good faith and reasonably, unless this Agreement expressly gives such Party the right to use its sole discretion.

25.2 If any time period under this Agreement ends on a day other than a Business Day (as hereinafter defined), then the time period shall be extended until the next business day. The term "Business Day" shall mean Monday through Friday excluding legal holidays recognized by the United States government when the U.S. Post Office in Orlando, Florida is closed.

26. Attorney's Fees. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover attorney's fees and costs.

27. Survival.

27.1 The provisions of this Agreement shall survive Closing unless and to the extent expressly provided otherwise.

27.2 The provisions of this Agreement concerning disbursement of the Earnest Money Deposit, brokerage commissions, Buyer's entering upon the Property and any others expressly so indicated shall survive Termination.

28. Termination. "Terminate" or "Termination" shall mean the termination of this Agreement pursuant to a right to do so provided herein. Upon Termination, the Earnest Money Deposit and all interest earned thereon shall be returned to Buyer, and the Parties shall have no further rights or duties under this Agreement except as expressly provided herein.

29. Possession. Seller shall deliver actual Possession of Property at Closing, free and clear of all tenancies.

30. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

31. Persons Bound. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns as provided herein.

32. Exhibits. The exhibits and schedules referred to in and attached to this Agreement are incorporated herein in full by reference.

33. Escrow Agent. In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful default or breach of trust, and it shall accordingly not incur any such liability with respect (i) to any action taken or omitted in good faith upon advice of its counsel or (ii) to any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement. The Escrow Agent is hereby specifically authorized to refuse to act except upon the written consent of Seller and Buyer. Seller and Buyer hereby agree to indemnify and hold harmless the Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with its acceptance or the performance of its duties hereunder, including any litigation arising from this Agreement or involving the subject matter hereof. In the event of a dispute between Seller and Buyer sufficient in the discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under this Agreement, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court as the Escrow Agent shall determine to have jurisdiction thereof. Seller and Buyer shall bear all costs and expenses of any such legal proceedings. Each Party agrees that the mere fact that Escrow Agent shall serve as Escrow Agent hereunder shall not disqualify said Escrow Agent or any of its individual attorneys from representing any party to this transaction.

34. Offer, Acceptance and Agreement. This document signed by the Buyer shall constitute an offer by Buyer. This offer is open for acceptance by Seller until fourteen (14) days after the date that the Appraisal Value has been inserted into Paragraph 3 of this Agreement. Seller agrees to immediately provide to Buyer a complete counterpart of this Agreement signed by Seller. If this offer is so accepted by Seller, it shall become a binding contract. As used herein, the phrase "Date of this Agreement" shall mean the date on which the acceptance of the

offer is completed by the signing of the offer by Seller. Acceptance of the offer by Seller shall be immediately communicated to Buyer.

35. Contingencies.

35.1 Use of Property. The Agreement is contingent upon the Buyer being able to use the Property for commercial, office, institutional, and residential uses.

35.2 Hazardous Substances. This Agreement is contingent upon the Buyer receiving an environmental report by a qualified engineer approved by the Buyer that the Property is free and clear of all hazardous substances.

36. FIRPTA Affidavit. Seller represents and warrants to Buyer that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act ("FIRPTA"). At closing, Seller shall execute and deliver to Buyer a "Non-Foreign Certificate," in form and substance satisfactory to Buyer which shall state, among other items, the taxpayer identification number of Seller and that Seller is not a foreign person, as defined by FIRPTA.

37. Counterparts and Facsimiles. The Agreement and any Addendum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile signatures on the Agreement and any Addendum shall be considered the same as original signatures for all purposes

[SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto as of the day and year indicated below their signatures.

BUYER:

TOWN OF EATONVILLE
By: Eatonville Town Council

By: 

Bruce Mount, Mayor

Date signed by Buyer: June 16, 2010

Attest:



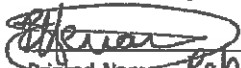
Town Clerk

SELLER:


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




Printed Name Margarita Rivera



Printed Name Rebecca Hernandez

By: 
Printed Name Joe Cadde
Title Chairman

Attest: 
Printed Name Ronald Blocker
as its Superintendent

DATE: 7-1-10

Approved as to Form and Legality by
Marchena and Graham, PA, as Counsel for the
School Board of Orange County, Florida
This _____ day of _____, 2010


Approved by Orange County Public Schools
Chief Facilities Officer
This 17th day of June, 2010
By: 

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

[Attach general description of Property]

Portion of real property located in Orange County, Florida with Parcel ID Numbers:

35-21-29-0000-00-090 – Wymore Road Property

AND

02-22-29-0000-00-002 – Wymore Road Property

AND

34-21-29-0000-019 – Keller Road Property