

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") dated as of the date the last principal to this Agreement executes the same (the "Effective Date"), by and between **JOHN H AXLEY AND DEBRA AXLEY**, and **JOHN H AXLEY MD TRUSTEE OF THE JOHN H AXLEY MD PA EMPLOYEE PROFIT SHARING PLAN & TRUST**, both with an address of 4400 Bayou Blvd, Suite 43, Pensacola, FL 32503 (the "Seller"), and **THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA**, with an address of 6032 Hwy 90, Milton, Florida 32570 (the "Buyer").

1. **SALE AND PURCHASE.** Seller agrees to sell, assign, transfer, and convey to Buyer, and the Buyer agrees to purchase from Seller the following:

A. The real property in fee simple, which includes 2 parcels which are vacant and situated generally on Navarre Pkwy, Navarre, Florida, and as more particularly described and depicted on Exhibit "A" attached hereto and by this reference made a part hereof.

B. All improvements, appurtenances, rights, easements, right-of-way, tenements, and hereditaments incident thereto and all title and interest, if any, of Seller in and to all strips and gores and any land lying in the bed of any street.

C. All agreements, licenses, permits, privileges, government approvals, development orders, reserved and future development rights, utility reservations and credits, and other rights and privileges associated in any way with the use and development of the real property.

D. Unless the context clearly requires otherwise, the property described in Paragraphs 1A, 1B, and 1C are collectively called the "Property."

2. **PURCHASE PRICE AND PAYMENT.** In consideration of the conveyance of the Property to Buyer, Buyer shall pay to Seller the sum of **Four Million Eight Hundred and Fifty Thousand Dollars and 00/100 (\$4,850,000.00)** (the "Purchase Price"), payable to Seller and which shall be paid to Seller as follows:

A. A deposit of **Ten Thousand Dollars and 00/100 (\$10,000.00)** shall be due and payable to Escrow Agent (as defined below) under the provisions of Paragraph 23 upon execution of this Agreement by Buyer (after School Board approval);

B. The balance shall be due and payable in cash at Closing (as adjusted by prorations and payment of expenses as herein provided).

3. **INVESTIGATION PERIOD.** Buyer shall have at reasonable times until ninety (90) days following the Effective Date to perform due diligence on, investigate and inspect any aspect of the Property, to determine whether or not the same is satisfactory to Buyer ("Investigation Period"). During such Investigation Period, Buyer will be provided access to the Property to inspect the Property, verify zoning, conduct engineering and environmental studies, feasibility tests, determine use under zoning or the proposed comprehensive land use plan, test for hazardous materials, and to determine the availability of water, sewer, and other utilities. Buyer hereby agrees to hold Seller harmless against any claims costs, damages, or liability arising out of Buyer's investigation of the Property. Buyer further agrees to hold Seller harmless from and against all liens on the Property filed by contractors, materialmen, or laborers performing work and tests for Buyer. During the Investigation Period, Seller will make available, upon

Buyer's request, for inspection and copying by Buyer, any leases affecting the Property, any building permits, plats, plans and any governmental approvals relating to the construction and use of the Property. All such investigations, tests, verifications, copies and examinations shall be made by Buyer at Buyer's sole expense. If Buyer fails to close for any reason, all materials provided by Seller to Buyer and all materials relating to the Property obtained by Buyer and all copies of any such materials will be immediately delivered to Seller. Buyer may, in its sole discretion during the Investigation Period, by written notice to Seller, terminate this Agreement and receive a refund of Buyer's deposit.

4. **SURVEY.** Buyer, at Buyer's option and expense, shall have the Property surveyed and certified by a registered Florida surveyor in accordance with Chapter 61G17-6 of the Florida Administrative Code. If the survey map does not reveal any encroachments or other title defects, the survey exception will be removed from the owner's title insurance policy. If the survey shows any material encroachment on the Property or that improvements located on the Property encroach on setback lines, easements, or the land of others, or violate any restriction, covenant, or applicable governmental regulation, or any other matter that would affect the marketability or insurability of title to the Property, then the Buyer shall notify the Seller in writing of the specific defect in the manner provided in Paragraph 5. Any issues revealed by the survey shall be treated as title defects.

5. **QUALITY OF TITLE.** Buyer shall not be obligated hereunder unless title to the Property shall be marketable of record as will enable the law firm of Clark Partington, as agent for an ALTA member title insurance underwriter selected by Buyer, and authorized to do business in Florida, to issue to Buyer, at regular rates, its full purchase price coverage, standard marketability revised ALTA Owner's Title Insurance Policy, in the amount of the Purchase Price hereunder, without exception as to survey or mechanic's or similar liens, and free and clear of all other liens and encumbrances and subject only to: A. General and special real property ad valorem taxes; B. Other matters as may be approved in writing by Buyer or title objections waived by Buyer pursuant to this Paragraph.

An Owner's Title Commitment, together with copies of all exceptions, shall be obtained by Buyer within twenty (20) days after the Effective Date of this Agreement. If the title evidence (or survey obtained by Buyer pursuant to Paragraph 4) reveals any defects in the title or any physical encroachment (or other survey issue) on the Property, the Buyer shall have ten (10) business days from the date the Buyer receives the title evidence or survey to notify the Seller in writing of the defects. If within sixty (60) days from the receipt of Buyer's written notice of defects, the Seller is unable in the exercise of reasonable diligence to cure the defects to the reasonable satisfaction of Buyer, the Buyer may, at its option, by written notice to Seller given within the ensuing ten (10) business days, either (1) cancel and terminate this Agreement and in such event, the Seller will return any deposit to Buyer and neither party shall have any further obligations under this Agreement; or (2) the Buyer may elect to purchase the Property in its "AS IS" condition without offset against the Purchase Price for any title defects. If the Buyer elects to purchase the Property, title will be conveyed on the later of the Closing or ten (10) days after the election of Buyer. Standard exceptions contained in the commitment relating to parties in possession and mechanics liens will be removed from the policy in accordance with Florida law upon receipt of the required affidavits. The survey exception will be removed (or modified to reflect the state of facts evidenced by the survey) if Buyer obtains a satisfactory current survey as provided in Paragraph 4.

6. **SELLER'S COVENANTS, WARRANTIES AND REPRESENTATIONS.** Seller covenants, warrants and represents to Buyer that each of the statements set forth in this Paragraph are true and correct as of the date of this Agreement, and through the Closing. Each of Seller's representations and warranties shall expressly survive the execution, delivery and performance of this Agreement, and shall survive Closing, including the following:

A. **LEASES.** There are no adverse or other parties in possession of the Property, or of any part thereof. No party has been granted any license, lease or other right relating to the use or possession of the Property or any part thereof.

B. **ACCESS.** No facts or conditions exist which would result in the termination of the current access from the Property to any presently existing highways and roads adjoining or situated on the Property, or to any existing sewer or other utility facilities servicing, adjoining or situated on the Property.

C. **LIABILITIES.** Seller has no knowledge or notice of any pending or threatened litigation or governmental action which would adversely affect the value of the Property to the Buyer or its intended use thereof or the right of the Buyer to acquire the Property.

D. **HAZARDOUS SUBSTANCES.** For the purposes of this Agreement the term "Hazardous Substances" is defined as and shall include, without limitation: (1) toxic or hazardous substances, materials, or hazardous wastes, as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, and any other applicable federal, state and local law, regulation, ordinance or requirements, all as amended to the date hereof; (2) petroleum, including but not limited to, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (3) any radioactive material, including but not limited to, any source, special nuclear, or by-product material as defined in 42 U.S.A. §2011 *et seq.*, as amended or hereafter amended; (4) any hazardous wastes or infectious wastes as those terms are defined under any applicable federal, state or local laws, rules, and regulations; (5) all pollutants and contaminants as such terms are defined under applicable federal, state or local laws, rules, and regulations; (6) whether or not naturally occurring, methylene chloride, trichloroethylene, 1,2-transdichloroethylene, dioxines, dibenzofurans and extremely hazardous substances, asbestos, radon and methane gas; and (7) "Hazardous substances" shall also include any substance which, if part of an activity or undertaking on the Property, would cause (a) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act of 1976 ("RCRA"), or any similar state law or local ordinance; (b) a release or threatened release of hazardous waste from the Property within the meaning of the Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or any similar state law or local ordinance or any other environmental law; (c) the discharge of pollutants or effluent into any water source or system or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution control Act or Clean Air Act or any similar state law or local ordinance; or (d) any substances or conditions in, on or under the Property which may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements.

i. Seller represents and warrants that, to the best of Seller's knowledge, no prior owner of the Property, nor any owner or prior owner of any real property adjacent to the Property (the "Adjacent Land"), has manufactured or disposed of any Hazardous Substance on the Property or on such Adjacent Land, or stored or used any such Hazardous Substance on the Property or on such Adjacent Land in such quantities, concentrations, forms or levels, or otherwise in a manner which is in violation of any applicable environmental laws. The Property, and the business and operation thereof, are currently in compliance with all applicable federal, state and local laws, regulations, ordinances and requirements

relating to health and safety, and protection of the environment, and possess all material permits required thereby. Furthermore, the Property does not contain any asbestos.

ii. To the best of Seller's knowledge, after diligent investigation, the Property is in compliance with all environmental laws, and there have been no notices from any federal, state and local governmental authority having jurisdiction over the Property, to the effect that the Property is not in compliance with any of such environmental laws, or is the subject of any federal, state and local investigation evaluating whether any remedial action is needed to respond to a release of any Hazardous Substance into the environment from the Property, and there are no pending actions with respect to the Property under any environmental laws.

iii. Seller has never generated, transported, treated, stored, disposed of, released, recycled, or discharged any Hazardous Substance at the Property in violation of any applicable law or regulation, and the Property does not contain (including, but not limited to, containment by means of any underground storage tank) any Hazardous Substance that would cause Seller or Buyer to incur any liability.

iv. Seller has not been subject to, or received any notice of, any private, administrative, or judicial action or notice of any intended private, administrative, or judicial action relating to the presence or alleged presence of Hazardous Substance in, under or upon the Property, does not know or have any reason to know of any basis for any such notice or action; and there are no pending, or to the actual knowledge of Seller, any threatened actions or proceedings (or notices of potential actions or proceedings) from any governmental agency or any other entity regarding any matter relating to health, safety, or protection of the environment in connection with the operation of the Property.

v. There have not been and there are not any past or present events, conditions, circumstances, practices, incidents or actions which (1) interfere with or prevent continuing compliance with any federal, state or local law, regulation or ordinances or requirements relating to health and safety and protection of the environment; or (2) to the best knowledge of Seller, otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation against or involving the Property based on any violation or alleged violation of any federal, state or local law, regulation, ordinance or requirement relating to health and safety or protection of the environment in connection with the operation of the Property.

E. **NO OTHER FACTS.** There are no facts material to the intended use and operation of the Property which are known to Seller and which Seller has not disclosed to Buyer.

F. **NOT A FOREIGN PERSON.** Seller is not a "foreign person" as that term is used in Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, and the related regulations.

G. **MATERIAL MISSTATEMENTS OR OMISSIONS.** None of the information contained in the representations and warranties of Seller set forth in this Agreement or in any of the certificates, lists, documents, exhibits, or other instruments delivered or to be delivered to Buyer as contemplated by any provision hereof, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

H. **CONDEMNATION.** To the best of Seller's knowledge, information and belief, there is not now pending any condemnation proceeding affecting the Property or any portion thereof. Seller has received no notice of any such proceeding.

7. **COVENANTS AND CONDITIONS OF SETTLEMENT.** At Closing, Seller shall execute and deliver a General Warranty Deed to Buyer as shall be required to convey title to the Property in accordance with this Agreement and the Closing Affidavit of Seller. The General Warranty Deed shall be in form and substance reasonably satisfactory to the Seller and the Buyer and in proper form for recording, and shall include the following statement or equivalent language acceptable to Buyer: "The Grantee acknowledges that there may be deed restrictions, restrictive covenants, and like matters appearing on the plat or otherwise common to the subdivision of, or in some manner purportedly applicable to, the Real Property as reflected in the public records of Santa Rosa County, Florida. Neither the Grantee's acceptance of title to the Real Property nor its acknowledgment of such record matters shall constitute or be construed as a waiver of the Grantee's claim of exemption, as a public body and government agency purchaser pursuant to *Ryan v. Manalapan*, 414 So.2d 193 (Fla. 1982), and other governing law, from any cloud or encumbrance created by such matters." Seller and Buyer shall execute closing statements, a FIRPTA certificate (if necessary), and such other documents as may be reasonably required to complete closing and accomplish transfer of the Property to Buyer hereunder.

8. **CLOSING.** The closing of this sale and purchase by Seller and Buyer (the "Closing") shall be held on or before thirty days (30) after Investigation Period, at a time and place mutually agreeable to the parties, but if none is agreed to, at the offices of the law firm of Clark Partington.

9. **APPORTIONMENTS.** All rents, interest, insurance, and other expenses and revenues of the Property shall be prorated between Seller and Buyer as of midnight immediately preceding the Closing. All real estate taxes and assessments that are a lien against the Property shall be satisfied of record by the Seller at Closing. In the event the Buyer acquires fee title to the Property between January 1 and November 1, the Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Santa Rosa County Tax Collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and mileage rates on the Property. In the event the Buyer acquires fee title to the Property on or after November 1, the Seller shall pay to the Santa Rosa County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the Santa Rosa County Tax Collector. Regarding special assessments imposed by a public body, the Seller will pay: (a) the full amount of liens that are certified, confirmed, and ratified before Closing; and (b) the amount of the last estimate of the assessment if any improvement is substantially completed as of the Effective Date but has not resulted in a lien before Closing, and the Buyer will pay all other amounts.

10. **CLOSING COSTS.** Seller shall pay for Seller's attorney's fees, if any, for documentary stamps on the deed required by applicable Florida law and any costs necessary to cure title or survey matters. Buyer shall pay for the cost of recording the deed, for the owner's title insurance policy in the amount of the Purchase Price, for the survey, if obtained, and Buyer's attorney's fees.

11. **BROKERAGE.** Seller and Buyer warrant each to the other (and it is agreed that this warranty shall survive delivery of the deed) that no broker or agent has been employed with respect to the sale of the Property other than Scoggins III, Inc. who represents the Buyer and Broker to Broker Referrals who represents the Seller. Scoggins III, Inc. and Broker to Broker Referrals shall be compensated with a total Real Estate commission equal to four percent (4%) of the Gross Sales Price, paid by the Seller and split 50/50 between the Brokers. Each party agrees to indemnify and hold harmless the other from any claim made by any other brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payments in connection with this transaction and against any and all expense or liability arising out of any such claim.

12. DEFAULT.

A. *Notice of Default.* No default as to any provision of this Agreement shall be claimed or charged by either party against the other until notice of such default has been given to the defaulting party, and such default remains uncured for a period of ten (10) days after such notice. Notwithstanding the foregoing, the date of Closing shall not be changed, delayed, postponed, or extended by any requirement for notice of default, if such default consists of failure to appear at the Closing.

B. *Default by Buyer.* If the conditions precedent to Buyer's obligations to perform under this Agreement have been fulfilled within the time periods required under this Agreement, or if Buyer does not diligently and in good faith pursue the satisfaction of such conditions precedent, and Buyer thereafter fails to perform any of the covenants of this Agreement applicable to Buyer, Seller may retain the portion of the Deposit actually paid by Buyer for the account of Seller as liquidated and agreed upon damages as consideration for the execution of this Agreement and in full settlement of any claims for damages, and Seller and Buyer shall be relieved of all further obligations and liability under this Agreement, except as otherwise specifically provided in other parts of this Agreement.

C. *Default by Seller.* If Seller fails to perform any of the covenants of this Agreement applicable to Seller, except the inability of Seller to cure title defects as provided in the paragraph of this Agreement entitled "Quality of Title," the Deposit shall at the option of Buyer be returned to Buyer, and Seller and Buyer shall be relieved of all further obligations and liability under this Agreement, except as otherwise specifically provided in other parts of this Agreement. Alternatively, Buyer shall have the right to proceed against Seller in law or equity, including but not limited to claims for monetary damages and/or the right of specific performance.

13. NOTICES. All notices, demands, requests, and other communications hereunder shall be in writing and shall be deemed to have been given if delivered personally, or sent by registered or certified mail, return receipt requested, postage pre-paid, or by another recognized overnight delivery service (e.g., Federal Express) as follows:

If to Seller:

JOHN H AXLEY AND DEBRA AXLEY
4400 Bayou Blvd, Suite 43
Pensacola, Fl 32503

And:

JOHN H AXLEY MD TRUSTEE OF THE JOHN H AXLEY MD
PA EMPLOYEE PROFIT SHARING PLAN & TRUST
ATTN: John H. Axley
4400 Bayou Blvd, Suite 43
Pensacola, Fl 32503

With Copy to:
(as Agent for Seller)

Broker to Broker Referrals
ATTENTION: David Scruggs
316 Bainbridge Street
Panama City Beach, Fl 32413

If to Buyer: SANTA ROSA COUNTY DISTRICT SCHOOLS
ATTENTION: Mr. Joseph Harrell
6032 Hwy 90
Milton, Florida 32570

With Copy to: Gonano & Harrell
(as Counsel for Buyer) ATTENTION: Daniel B. Harrell
1600 South Federal Highway, Suite 200
Fort Pierce, Florida 34950-5178
DHarrell@gh-law.com

With Copy to: Clark Partington
(as Escrow and Closing Agent) ATTENTION: Scott Remington
125 East Intendencia Street
Pensacola, FL 32502
sremington@clarkpartington.com

With Copy to: Scoggins III, Inc.
(as Agent for Buyer) ATTENTION: Danny Zimmern
124 B - E Wright Street
Pensacola, Florida 32502
Dannyzuf@aol.com

or at such other address as the party may specify from time to time by written notice to the other party.

14. **SUCCESSORS AND ASSIGNS.** All terms of this shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, heirs, successors and assigns. This Agreement may not be assigned without the written consent of Seller.

15. **GOVERNING LAW.** This Agreement is intended to be performed in the State of Florida and shall be governed and construed in all respects in accordance with the laws of the State of Florida. Venue in any action arising under this Agreement shall lie in the Circuit Court in the county where the Property is located.

16. **CAPTIONS.** The captions of this Agreement are inserted for convenience or reference only and not to define, describe or limit the scope or the intent of this Agreement or any term hereof.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

18. **CHANGES AND MODIFICATIONS; CHANGES AND INCORPORATIONS OF PRIOR AGREEMENTS.** This Agreement may not be orally changed, modified or terminated; it supersedes any and all prior understandings and/or letter agreements; other matters of similar nature shall be deemed to be of no force or effect in the interpretation of this Agreement, it being intended that this Agreement represents the entire understanding of the parties. No modification or waiver of any provision hereof shall be valid unless in writing and signed by a party against whom it is to be enforced.

19. **WAIVER.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand strict compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other provisions of this Agreement.

20. **FURTHER ASSURANCES.** Seller and Buyer each agree to execute and deliver to the other such further documents and instruments as may be reasonable and necessary in furtherance of and to effectuate the intent of the parties as expressed by the terms and conditions hereof.

21. **ATTORNEY'S FEES.** If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the covenants, terms or conditions hereof, the prevailing party shall be entitled to costs, expenses, and reasonable attorney's fees at both trial and appellate levels, incurred in connection with the bringing and/or defense of any such action.

22. **RISK OF LOSS.** Until the purchase of the Property has been consummated on the date of Closing, all risk of, or damage or, or destruction of, the Property, whether by fire, flood, tornado, hurricane or other casualty, or by the exercise of the power of eminent domain, or otherwise, shall belong to and be borne by the Seller. If, prior to Closing, the Property or any part thereof shall be damaged or destroyed, Buyer, at Buyer's option, may declare this Agreement null and void and receive a full refund of the Deposit, plus interest. If Buyer elects to proceed and to consummate the transfer and conveyance under this Agreement despite such damage or destruction, there shall be no reduction in, abatement of, or set-off against the Purchase Price, and Seller shall assign to Buyer all of Seller's right, title and interest in and to all insurance proceeds resulting from such damage or destruction. Seller agrees to keep the Property and all improvements located thereon insured against fire and all other hazards at the Property's full insurable value.

23. **ESCROW AGENT.** Seller and Buyer appoint the law firm of Clark Partington to serve as escrow agent hereunder ("Escrow Agent"). The Escrow Agent receiving funds agrees to promptly deposit them in a non-interest bearing escrow account, to hold them in escrow, and disburse them in accordance with this Agreement. No funds shall be returned to the Buyer during the Investigation Period, if any, until the Buyer furnishes proof satisfactory to the Escrow Agent that all costs incurred in connection with the investigation have been fully paid. The funds will be released only (1) at Closing; or (2) upon written direction from both parties; or (3) to the Buyer at Seller's written direction; or (4) to the Seller five (5) days after receipt of written direction from the Seller stating that the Buyer is in default under the terms of the Agreement, in which event the Escrow Agent shall promptly furnish a copy of the directions to Buyer and if there is no written objection thereto within five (5) days, the Escrow Agent shall remit the Deposit to Seller. If a written objection is filed within the time allowed or if the Escrow Agent is in doubt as to its duties, the Escrow Agent may continue to hold the funds in escrow until the matter is resolved either by joint written direction from the parties or by order of the Circuit Court having jurisdiction of the dispute, or the Escrow Agent may interplead the same in the Circuit Court. In any such action or proceeding, the Escrow Agent shall be entitled to recover its reasonable costs and attorney's fees.

A. All deposits paid pursuant to this Agreement prior to the Closing shall be held in escrow by the Escrow Agent in a non-interest bearing account subject to the terms of the Agreement and shall be duly accounted for at the Closing. Accrued interest on any deposits shall be paid or credited to Buyer, unless Buyer defaults hereunder, in which event such interest shall be paid to Seller.

B. The Escrow Agent shall be subject to the following terms and conditions and no others:

i. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Further, the Escrow Agent shall be under no obligation to refer to any other documents between or among Buyer and Seller related in any way to this Agreement.

ii. The Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the actual and intentional misconduct of the Escrow Agent or any act of the Escrow Agent in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

iii. The Escrow Agent shall be entitled to rely upon, and shall not be subject to any liability in acting in reliance upon, any writing furnished to the Escrow Agent by either Buyer or Seller, and shall be entitled to treat as genuine and as the document it purports to be, any letter, paper, or other document furnished to the Escrow Agent in connection with this Agreement. The Escrow Agent may rely on any affidavit of either Buyer or Seller or any other person as to the existence of any facts stated therein to be known by the affiant.

iv. In the event of any disagreement between the Buyer and Seller resulting in adverse claims and demands being made in connection with or against the funds held in escrow, the Escrow Agent shall be entitled, at the Escrow Agent's option, to refuse to comply with the claims or demands of either party until such disagreement is finally resolved (a) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by the Buyer and Seller that the Escrow Agent has authority (but no obligation) to initiate such proceedings); or (b) by an arbitrator in the event that Buyer and Seller determine to submit the dispute to arbitration pursuant to the applicable rules of the American Arbitration Association, and in so doing the Escrow Agent shall not be or become liable to any party.

v. Buyer and Seller each agree to indemnify the Escrow Agent against any and all losses, liabilities, costs (including reasonable legal fees) and other expenses in any way incurred by the Escrow Agent in connection with or as a result of any disagreement between Buyer and Seller under this Agreement or otherwise incurred by the Escrow Agent in any way on account of their role as escrow agent, except that neither Buyer nor Seller shall have any obligation to pay the Escrow Agent any fee for escrow services hereunder.

24. **TIME OF ESSENCE. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

25. **RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This disclosure is required by Florida law to be contained in all contracts for sale or lease of buildings.

26. **CONTINGENCIES.** Buyer shall not be obligated to purchase the subject property and shall be released from performance of the Agreement if any of the following contingencies are not fulfilled ("Contingencies"):

A. **Approval of School Board.** Seller has been advised and understands that all purchases of real property by Buyer must be approved by The School Board of Santa Rosa County, Florida (the "Board"), after proper notice, presentation and consideration. This transaction has been entered into pursuant to a pure option agreement between the Superintendent of Schools, Santa Rosa County, Florida, and the Seller. The option, this Agreement, and the Buyer's obligation to close shall be governed by Section 1013.14, Florida Statutes, and shall be subject to approval of the Board at a public meeting held after not less than thirty (30) days' published notice. In the event this approval has not been secured within the Investigation Period, either party shall have the option to terminate this Agreement by written notice to the other in accordance with the provisions of Paragraph 13, whereupon the Deposit shall be returned by the Escrow Agent to the Buyer and neither party shall thereafter have any obligation to the other (except for those obligations that specifically survive the termination of this Agreement).

B. **No Violation.** There is no violation of any comprehensive land use plan, zoning ordinance, environmental statute or regulation, or other restriction, limitation, or requirement imposed by the governmental authorities exercising jurisdiction over the Property that would prevent the Property from being used for public educational facilities, auxiliary facilities, and related institutional uses and purposes ("Buyer's Proposed Uses").

C. **Validity Not Contested.** There is no action, suit, or proceeding at law or in equity before any court or public board or body pending or threatened against the Seller or the Buyer (i) contesting the validity of this Agreement, (ii) seeking to restrain or enjoin the acquisition or development of the Property by the Buyer, or (iii) alleging that such acquisition and development for the Buyer's Proposed Uses would violate any comprehensive land use plan, zoning ordinance, development order, or environmental statute or regulation, or any other restriction, limitation, or requirement imposed by the governmental authorities exercising jurisdiction over the Property.

D. **Value Confirmed.** The Buyer has obtained two independent appraisals, each such appraisal performed by an appraiser licensed under Part II, Chapter 475, Florida Statutes, or a member of an approved appraisal organization, and the average value of the two appraisals shall be not less than the Purchase Price, provided, however, that if the Board approves this Agreement in the manner set forth in Paragraph 26.B above, the condition set forth in this Paragraph 26.E shall be deemed satisfied or waived.

E. **Consistency with Comprehensive Plan Confirmed.** The Buyer has received notice from the local government agency with regulatory authority over land use that the Property and the Buyer's Proposed Uses are consistent with the land use categories and policies of the local government's comprehensive plan.

F. **Emergency Access Confirmed.** The Buyer has received verification that the Property may be developed for the Buyer's Proposed Uses with fire and other emergency vehicle access in full compliance with applicable provisions of the Florida Fire Prevention Code.

The failure of the contingencies set forth in Paragraphs 26.B, 26.C, 26.D, 26.E, or 26.F, without the Buyer's express written waiver, shall entitle the Buyer, in its sole and absolute discretion, to terminate this

Agreement, whereupon the Deposit shall be returned by the Escrow Agent to the Buyer and the Parties shall be relieved of all obligations under this Agreement. Notwithstanding anything herein to the contrary, if any of such contingencies have not been met, satisfied, or waived within ninety (90) days of the Effective Date, either party shall have the right to terminate this Agreement by written notice to the other in accordance with the provisions of Paragraph 13, whereupon the Deposit shall be returned by the Escrow Agent to the Buyer and neither party shall thereafter have any obligation to the other (except for those obligations that specifically survive the termination of this Agreement).

27. **RECORDING.** Neither this Agreement nor any portion thereof, nor any memorandum relating hereto shall be placed of record by any party to this Agreement, unless as required for title purposes.

28. **WAIVER OF JURY TRIAL.** SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SELLER AND BUYER ENTERING INTO THIS AGREEMENT.

29. **DISCLOSURE OF INTERESTED PARTIES.** Not less than ten (10) days prior to the Closing Date the Seller shall provide to the Buyer an affidavit and certificate of beneficial interest, in such form and content as the Buyer may reasonably require, as necessary to comply with all disclosure provisions of Section 286.23, Florida Statutes, or shall demonstrate exemption from such disclosure. By executing this Agreement, the Seller acknowledges receipt of written notice of the requirement to make such disclosure.

30. **CHARITABLE CONTRIBUTION.** If the average value of the two appraisals obtained by the Buyer as provided in Paragraph 26.E exceeds the Purchase Price, the Seller may seek to declare such excess to be a charitable contribution to the Board. The Buyer agrees to cooperate with the Seller, including but not limited to executing Internal Revenue Service forms or other documentation memorializing the transactions contemplated by this Agreement, in the Seller's efforts to secure recognition of such donation to the Board as a charitable contribution.

31. **REPRESENTATION.** Each party represents and agrees that it either has been represented by its own attorney or has knowingly waived such party's right to be so represented in the negotiation, drafting, execution, and delivery of this Agreement.

(Intentionally left blank – Signature Pages follow)

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the Effective Date.

Signed, Sealed and Delivered
in the Presence of:

SELLER: JOHN H. AXLEY

1. Amber A. Burke
Jennifer J. Burke

John H. Axley
John H. Axley

2. all BCL
Michael Burke

Date: 10-27-19

(Names should be typed or printed below signatures)

in the Presence of:

SELLER: DEBRA AXLEY

1. Amber A. Burke
Jennifer J. Burke

Debra Axley
Debra Axley

2. all BCL
Michael Burke

Date: October 27, 2019

(Names should be typed or printed below signatures)

in the Presence of:

SELLER: JOHN H AXLEY MD TRUSTEE OF
THE JOHN H AXLEY MD PA EMPLOYEE
PROFIT SHARING PLAN & TRUST

1. Amber A. Burke
Jennifer J. Burke

John H. Axley MD
John H. Axley MD

2. all BCL
Michael Burke

Its: Trustee of John H Axley MD PA Emg Profit Sharing

Date: 10-27-2019

(Names should be typed or printed below signatures)

BUYER:

The School Board of Santa Rosa County, Florida

1. Michael Thorpe

[Signature]

2. Joseph Harrell

[Signature]
(Names should be typed or printed below signatures)

By: [Signature]

Tim Wyrosdick, Superintendent of Schools

Date: 10/22/19

[Intentionally Left Blank – Legal Description to follow]

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel described as:

Santa Rosa County Property Appraiser Account Number 222S270000001490000, and 222S270000001480000, located at Navarre Parkway, Navarre, Florida 32566, Santa Rosa County, Florida, under the following legal description:

COM SW COR TH N 0°11'14" E 1884.99 FT TO CURVED S R/W HWY 98 RADIUS= 7699.49 FT TH SELY ALONG CURVE 619.90 FT TO POB TH CONT 762.38 FT TH CONT S 89°47'54" E 250 FT TH S 0°34'07" W 1302.21 FT TH W 126.02 FT TH N 47°19'54" W 1188.78 FT TH N 0°11'14" E 537.74 FT TO S R/W OF HWY 98 & POB AS DES IN OR 1697 PG 1192

and

COM AT SW CORN TH N 00°11'14" E 1884.99 FT TO S R/W OF HWY 98 TH SELY ALONG CURVED R/W RADIUS=76999.49 FT GO 1382.56 FT TH S 89°47'54" E ALONG R/W 250 FT TO POB TH CONT ALONG R/W 625.06 FT TH S 00°37'01" W 1300.02 FT TH W 623.98 FT TH N 0°34'07" E 1302.21 FT TO POB & ALSO COM AT SW CORN TH N 00°11'14" E 1884.99 FT TO S R/W OF HWY 98 TH SELY ALONG CURVED R/W HAVING R=7699.49 FT GO 1382.56 FT TH S 89°47'54" E ALONG R/W 875.06 FT TO POB TH CONT 13.25 FT TO CURVE R=25 FT TH SELY ALONG CURVE 42.55 FT TO COMPOUND CURVE R=230.70 FT TH SWLY ALONG CURVE 62.39 FT TO REVERSE CURVE R=290.70 FT TH SWLY ALONG CURVE 114.62 FT TH N 00°37'01" E 199.80 FT TO POB AS DES IN OR 1697 PG 1194 *

Actual legal description to be determined by survey to be obtained at Buyer's option.

*and depicted on the Property Appraiser's tax map as follows, the subject property is overlaid in blue:

