

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT is entered as of this ___ day of December, 2019, to that certain Purchase Agreement ("Agreement") effective October 29, 2019, 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 ("Seller"), and **THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA**, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution, whose address is 6032 Highway 90, Milton, Florida 32570 ("Buyer" and, together with the Seller, the "Parties").

RECITALS

WHEREAS, the Seller and the Buyer desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the premises, the Parties hereby covenant and agree as follows, with additions shown in underlined text, and deletions shown in ~~strikethrough text~~:

I. Paragraph 26 of the Agreement is hereby amended to read as follows:

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).~~

~~BA. **No Violation**. There ~~As of the date of Closing, 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").~~

~~CB.~~ **Validity Not Contested.**~~There As of the date of Closing, 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.~~

~~FC.~~ **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.~~

D. Conditional Use Permit Approval Obtained. The Buyer has received from Santa Rosa County, Florida, a conditional use permit authorizing use of the Property for the Buyer's Proposed Uses. The Buyer shall proceed promptly, continuously, in good faith, and with all due diligence to obtain conditional use approval for the Property; shall advise the Seller regularly of the Buyer's progress in pursuing such approval; and upon receiving such approval shall cooperate with the Seller in scheduling Closing as soon thereafter as practicable. The Seller shall cooperate, at no cost to the Seller, with the Buyer in the application for and pursuit of the conditional use permit approval, including but not limited to signing and delivering any properly completed application for such approval, and any properly completed agent authorization that may be required from the Buyer and its agents and representatives in order to pursue such application for approval.

The failure of the contingencies set forth in Paragraphs ~~26.A, 26.B, 26.C, and 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 the contingencies set forth in Paragraphs 26.C and 26.D have not been met, satisfied, or waived within ninety (90) days of the Effective Date by March 31, 2020,~~ 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).

II. Except as modified by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Buyer and the Seller have caused the execution of this First Amendment to the Agreement by their duly authorized officials as of the date set forth above.

[Signatures on following pages]

Signed, Sealed and Delivered
in the Presence of:

1.

Danny A. Zimmer

2.

Amy G Newman

(Names should be typed or printed below signatures)

SELLER: JOHN H. AXLEY

John H. Axley

Date:

Jan 06, 2020

1.

Danny A. Zimmer

2.

Amy G Newman

(Names should be typed or printed below signatures)

SELLER: DEBRA AXLEY

Debra Axley

Date:

Jan 06, 2020

1.

Danny A. Zimmer

2.

Amy G Newman

(Names should be typed or printed below signatures)

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

John H. Axley MD

Its:

Trustee Profit Sharing

Date:

Jan 06, 2020

BUYER:

**The School Board of Santa Rosa County,
Florida**

1. _____

By: _____

Tim Wyrosdick, Superintendent of Schools

2. _____

Date: _____

(Names should be typed or printed below signatures)